

*Our Mission is to Provide Quality Public Services in a
Fiscally Responsible Manner in Partnership with our Community.*

NOTICE OF MEETING

City Council Meeting

Tuesday, March 15, 2022 7:00 P.M.

City of Lake Elmo | 3800 Laverne Avenue North

AGENDA

A. Call to Order/Pledge of Allegiance

B. Approval of Agenda

C. Approval of Minutes

1. March 1, 2022

D. Public Comments/Inquiries

E. Presentations

F. Consent Agenda

2. Approve Payment of Disbursements and Payroll
3. Approve Redistricting Resolution – *Resolution 2022-028*
4. Approve Resolution of Support - Manning Ave (CSAH15) and 30th St. Intersection Improvements – *Resolution 2022-024*
5. Authorize Engineering Services for Well No. 1 Abandonment and Pumphouse Demolition
6. Approve Change Order No. 1 for Whistling Valley Street and Utility Improvements
7. Approve UPRR Drainage Encroachment Agreement and Fee for the Old Village Phase 5 and 6 Improvements
8. Accept 4th Quarter 2021 Financials
9. Approve Step Increase for Planning Director
10. Approve Fire Relief Bylaws
11. Approve Hire of Firefighters
12. Approve Promotion of 3 Probationary Firefighters
13. Approve National Night Out Special Event Permit
14. Approve 2022 Labor Agreement with Local 49ers
15. Approve Cable Caster Agreement
16. Approve Wildflower 4th Addition Final Plat Time Extension

G. Regular Agenda

17. Public Improvement Hearing. Council orders the Improvement for the Parkview-Cardinal Neighborhood Street and Utility Improvements – *Resolution 2022-025*
18. One Energy Solar Conditional Use Permit for the construction and operation of a solar farm on the property located at 10755 50th Street N (PID#1102921110003) – *Resolution 2022-026*
19. Well 4 Repairs
20. 2023 Budget Calendar
21. Resolution Supporting Legislative Efforts to Ensure a Sustainable, Safe and Reliable Water Supply- *Resolution 2022-027*

H. Council Reports

I. Staff Reports

J. Adjourn

**CITY OF LAKE ELMO
CITY COUNCIL MINUTES
MARCH 1, 2022**

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Mayor Cadenhead called the meeting to order at 7:00 pm.

PRESENT: Mayor Charles Cadenhead and Councilmembers Dale Dorschner, Jeff Holtz and Lisa McGinn. **ABSENT:** Councilmember Katrina Beckstrom.

Staff present: Administrator Handt, City Attorney Sonsalla, City Engineer Griffin, Assistant Administrator Dickson, Finance Director Magureanu, Sergeant Erickson and City Clerk Johnson.

APPROVAL OF AGENDA

Councilmember Dorschner, seconded by Councilmember McGinn, moved TO APPROVE THE AGENDA AS PRESENTED. Motion passed 4 – 0.

ACCEPT MINUTES

Councilmember Dorschner, seconded by Councilmember Holtz, moved TO ACCEPT THE MINUTES OF THE FEBRUARY 15, 2022 CITY COUNCIL MEETING AS PRESENTED. Motion passed 4 – 0.

PUBLIC COMMENTS/INQUIRIES

None

PRESENTATIONS

None

CONSENT AGENDA

2. Approve Payment of Disbursements and Payroll
3. Approve Final Plat Extension – Enterprise Rent a Car
4. Approve Property Tax Abatement – 10920 32nd St. N. – *Resolution 2022-020*
5. Approve Plans and Specifications and Order Ad for Bids Section 16 Sanitary Sewer Extension – *Resolution 2022-021*
6. Approve Plans and Specifications and Order Ad for Bids for the Tapestry Sanitary Sewer Extension – *Resolution 2022-022*
7. Approve Lake Elmo City Center Public Works Addition Pay Request #1
8. Approve City Planner Hire

Councilmember Dorschner, seconded by Councilmember Holtz, moved TO APPROVE THE CONSENT AGENDA AS PRESENTED. Motion passed 4 - 0.

ITEM 9: Approve Plans and Specifications and Order Ad for Bids for 2022 Street and Utility Improvements

City Engineer Griffin reviewed the project and projected assessment amounts, noting proposed parking restrictions. Discussion was held concerning curb changes and Engineer Griffin indicated he would get information on costs for alternate curb plans.

Councilmember Holtz, seconded by Councilmember McGinn, moved TO APPROVE RESOLUTION NO. 2022-023, APPROVING THE PLANS AND SPECIFICATIONS AND ORDERING THE ADVERTISEMENT FOR BIDS FOR THE 2022 STREET AND UTILITY IMPROVEMENTS. Motion passed 4 – 0.

ITEM 10: 2022-2024 EDA Work Plan

Administrator Handt provided a brief overview of the items in workplan. Discussion was held concerning staff time required to assist the EDA during the duration of the workplan.

Councilmember Holtz, seconded by Councilmember McGinn, moved TO APPROVE THE 2022-2024 LAKE ELMO EDA WORK PLAN. Motion passed 4 – 0.

COUNCIL REPORTS

Councilmember Dorschner:

Councilmember McGinn: Thanked Senator Housley, City Administrator Handt and those who testified at the hearing regarding water supply legislation.

Councilmember Holtz: Also thanked those who supported the water supply legislation and provided an update on the Airport Committee.

STAFF REPORTS AND ANNOUNCEMENTS

Administrator Handt: Reported on Senate hearing on SF 3055 regarding water supply issues.

City Attorney Sonsalla: Working on closing documents for the water tower property and Applewood Pointe Development Agreement.

City Engineer Griffin: Reported on an upcoming neighborhood meeting with the Parkview neighborhood.

Meeting adjourned at 7:27 pm.

LAKE ELMO CITY COUNCIL MINUTES
March 1, 2022

LAKE ELMO CITY COUNCIL

ATTEST:

Julie Johnson, City Clerk

Charles Cadenhead, Mayor



STAFF REPORT

DATE: March 15, 2022

CONSENT

TO: Mayor and City Council
FROM: Michael Kuehn, Accountant
AGENDA ITEM: Payments and Disbursements
REVIEWED BY: Sam Magureanu, Finance Director

BACKGROUND INFORMATION/STAFF REPORT:

The City of Lake Elmo has the fiduciary responsibility to conduct normal business operations. Below is a summary of current claims to be disbursed and paid in accordance with State law and City policies and procedures.

FISCAL IMPACT:

Claim #	Amount	Description
ACH	\$ 84,159.15	Payroll 03/10/22 (incl Central Pension Chk 53180)
53181 - 53234	\$ 2,406.23	Accounts Payable 03/15/22 (FY 2021)
53181 - 53234	\$ 435,770.42	Accounts Payable 03/15/22 (FY 2022)
TOTAL	\$ 522,335.80	

RECOMMENDATION:

If removed from the consent agenda, the recommended motions is as follows:

"Motion to approve the aforementioned disbursements in the amount of \$ 522,335.80 ".

ATTACHMENTS:

1. Accounts Payable – proof lists (AP 123121, AP 031522)

mgL

Accounts Payable

To Be Paid Proof List

User: Michael Kuehn
 Printed: 03/09/2022 - 12:03PM
 Batch: 00013.12.2021 - AP 123121



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
ARBTRAG	Arbitrage Group Inc								
85295	2/26/2022	2,000.00	0.00	03/15/2022				No	0
101-410-1520-44300	Miscellaneous				Arbitrage Pro Svcs thur 6/8/21				
	85295 Total:	2,000.00							
	ARBTRAG Total:	2,000.00							
SHI	SHI International Corp								
B14013398	9/2/2021	268.00	0.00	03/15/2022				No	0
101-410-1910-43190	Software Programs				Software - Planning Director				
	B14013398 Total:	268.00							
	SHI Total:	268.00							
WACOPW	Washington County - WACO Public Works Dept								
197814	1/20/2022	138.23	0.00	03/15/2022				No	0
101-430-3100-43811	Street Lights				Manning/36 Signal 25% Cost share of 2020				
	197814 Total:	138.23							
	WACOPW Total:	138.23							
	Report Total:	2,406.23							

Accounts Payable

To Be Paid Proof List

User: Michael Kuehn
 Printed: 03/09/2022 - 1:06PM
 Batch: 00002.03.2022 - AP 031522



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
ADAUTO	Advance Auto Parts								
2055-555555	2/14/2022	3.12	0.00	03/15/2022				No	0
101-450-5200-42210	Repair/Maint. Supplies				Fuel Fill Hose Kubota				
	2055-555555 Total:	3.12							
	ADAUTO Total:	3.12							
AMAZON	Amazon Capital Services								
1D7G-X4GK-TKT3	2/28/2022	154.48	0.00	03/15/2022				No	0
101-430-3100-42400	Small Tools & Minor Equipm				Tow Straps				
	1D7G-X4GK-TKT3 Total	154.48							
1XQ6-TK7M-JTNJ	3/4/2022	171.45	0.00	03/15/2022				No	0
101-410-1940-42230	Building Repair Supplies				City Hall Mailbox				
	1XQ6-TK7M-JTNJ Total:	171.45							
	AMAZON Total:	325.93							
AUTONATI	AutoNation Ford White Bear Lake								
174141	2/28/2022	54.58	0.00	03/15/2022				No	0
101-450-5200-42210	Repair/Maint. Supplies				Hub Cap				
	174141 Total:	54.58							
	AUTONATI Total:	54.58							
BECKDANI	Beck, Daniel								

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
20220215 CC	2/15/2022	55.00	0.00	03/15/2022				No	0
101-410-1450-43152 Cable Operations				Planning Commission Mtg					
20220215 CC Total:		55.00	✓						
20220215 CC2	2/15/2022	55.00	0.00	03/15/2022				No	0
101-410-1450-43152 Cable Operations				City Council Mtg					
20220215 CC2 Total:		55.00	✓						
BECKDANI Total:		110.00	✓						
CINTAS Cintas									
*** 4111526871	2/23/2022	15.10	0.00	03/15/2022				No	0
601-494-9400-44170 Uniforms				Uniforms					
*** 4111526871	2/23/2022	3.47	0.00	03/15/2022				No	0
603-496-9500-44170 Uniforms				Uniforms					
*** 4111526871	2/23/2022	8.65	0.00	03/15/2022				No	0
602-495-9450-44170 Uniforms				Uniforms					
*** 4111526871	2/23/2022	16.52	0.00	03/15/2022				No	0
101-450-5200-44170 Uniforms				Uniforms					
*** 4111526871	2/23/2022	85.30	0.00	03/15/2022				No	0
101-430-3100-44170 Uniforms				Uniforms					
*** 4111526871	2/23/2022	212.35	0.00	03/15/2022				No	0
101-430-3100-42150 Operating Supplies				Rugs/Soap/Rags					
4111526871 Total:		341.39	✓						
*** 4112208806	3/2/2022	14.75	0.00	03/15/2022				No	0
601-494-9400-44170 Uniforms				Uniforms					
*** 4112208806	3/2/2022	3.41	0.00	03/15/2022				No	0
603-496-9500-44170 Uniforms				Uniforms					
*** 4112208806	3/2/2022	8.44	0.00	03/15/2022				No	0
602-495-9450-44170 Uniforms				Uniforms					
*** 4112208806	3/2/2022	16.13	0.00	03/15/2022				No	0
101-450-5200-44170 Uniforms				Uniforms					
*** 4112208806	3/2/2022	83.31	0.00	03/15/2022				No	0
101-430-3100-44170 Uniforms				Uniforms					
*** 4112208806	3/2/2022	97.24	0.00	03/15/2022				No	0
101-430-3100-42150 Operating Supplies				Rugs/Soap/Rags					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
4112208806 Total:		223.28	✓						
CINTAS Total:		564.67	✓						
COMCAST	Comcast								
*** 20220212	2/12/2022	101.65	0.00	03/15/2022				No	0
603-496-9500-43185 IT Support		Internet							
*** 20220212	2/12/2022	101.65	0.00	03/15/2022				No	0
602-495-9450-43185 IT Support		Internet							
*** 20220212	2/12/2022	101.65	0.00	03/15/2022				No	0
601-494-9400-43185 IT Support		Internet							
*** 20220212	2/12/2022	101.65	0.00	03/15/2022				No	0
101-450-5200-43185 IT Support		Internet							
*** 20220212	2/12/2022	101.67	0.00	03/15/2022				No	0
101-430-3100-43185 IT Support		Internet							
20220212 Total:		508.27							
COMCAST Total:		508.27	✓						
COMPAC	Companion Animal Control								
*** 20220301	3/1/2022	500.00	0.00	03/15/2022				No	0
101-420-2700-43150 Contract Services		Monthly Animal Control Svcs							
*** 20220301	3/1/2022	342.00	0.00	03/15/2022				No	0
101-420-2700-43150 Contract Services		Call Response/Impoundment							
20220301 Total:		842.00							
COMPAC Total:		842.00	✓						
COREMAIN	CORE & MAIN LP								
Q245054	2/11/2022	14,529.60	0.00	03/15/2022				No	0
601-494-9400-42300 Water Meters & Supplies		Meters/supplies							
Q245054 Total:		14,529.60	✓						
Q381581	2/17/2022	1,616.83	✓	0.00	03/15/2022			No	0
601-494-9400-42300 Water Meters & Supplies		Meter/Fill Station							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Q381581 Total:		1,616.83							
Q381877	2/17/2022	207.62	0.00	03/15/2022				No	0
601-494-9400-42300 Water Meters & Supplies				Meter Display/Fill Station					
Q381877 Total:		207.62	✓						
Q382061	2/21/2022	253.75	0.00	03/15/2022				No	0
601-494-9400-42300 Water Meters & Supplies				Meter Supplies/Fill Station					
Q382061 Total:		253.75	✓						
COREMAIN Total:		16,607.80							
CTYROS	City of Roseville								
*** 0230700	2/1/2022	110.13	0.00	03/15/2022				No	0
101-410-1940-43185 IT Support				Monthly IT Support					
*** 0230700	2/1/2022	176.06	0.00	03/15/2022				No	0
603-496-9500-43185 IT Support				Monthly IT Support					
*** 0230700	2/1/2022	1,618.15	0.00	03/15/2022				No	0
101-420-2220-43185 IT Support				Monthly IT Support					
*** 0230700	2/1/2022	325.69	0.00	03/15/2022				No	0
602-495-9450-43185 IT Support				Monthly IT Support					
*** 0230700	2/1/2022	1,438.28	0.00	03/15/2022				No	0
101-430-3100-43185 IT Support				Monthly IT Support					
*** 0230700	2/1/2022	763.89	0.00	03/15/2022				No	0
601-494-9400-43185 IT Support				Monthly IT Support					
*** 0230700	2/1/2022	438.53	0.00	03/15/2022				No	0
101-410-1320-43185 IT Support				Monthly IT Support					
*** 0230700	2/1/2022	110.13	0.00	03/15/2022				No	0
101-410-1110-43185 IT Support				Monthly IT Support					
*** 0230700	2/1/2022	238.21	0.00	03/15/2022				No	0
101-450-5200-43185 IT Support				Monthly IT Support					
*** 0230700	2/1/2022	188.86	0.00	03/15/2022				No	0
101-410-1520-43185 IT Support				Monthly IT Support					
*** 0230700	2/1/2022	94.53	0.00	03/15/2022				No	0
101-410-1450-43185 IT Support				Monthly IT Support					
*** 0230700	2/1/2022	440.89	0.00	03/15/2022				No	0
101-410-1910-43185 IT Support				Monthly IT Support					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
*** 0230700	2/1/2022	1,114.82	0.00	03/15/2022				No	0
101-420-2400-43185 IT Support				Monthly IT Support					
0230700 Total:		7,058.17 ✓							
*** 0230752	3/1/2022	110.13	0.00	03/15/2022				No	0
101-410-1940-43185 IT Support				Monthly IT Support					
*** 0230752	3/1/2022	176.06	0.00	03/15/2022				No	0
603-496-9500-43185 IT Support				Monthly IT Support					
*** 0230752	3/1/2022	1,618.15	0.00	03/15/2022				No	0
101-420-2220-43185 IT Support				Monthly IT Support					
*** 0230752	3/1/2022	325.69	0.00	03/15/2022				No	0
602-495-9450-43185 IT Support				Monthly IT Support					
*** 0230752	3/1/2022	1,438.28	0.00	03/15/2022				No	0
101-430-3100-43185 IT Support				Monthly IT Support					
*** 0230752	3/1/2022	763.89	0.00	03/15/2022				No	0
601-494-9400-43185 IT Support				Monthly IT Support					
*** 0230752	3/1/2022	438.53	0.00	03/15/2022				No	0
101-410-1320-43185 IT Support				Monthly IT Support					
*** 0230752	3/1/2022	110.13	0.00	03/15/2022				No	0
101-410-1110-43185 IT Support				Monthly IT Support					
*** 0230752	3/1/2022	238.21	0.00	03/15/2022				No	0
101-450-5200-43185 IT Support				Monthly IT Support					
*** 0230752	3/1/2022	188.86	0.00	03/15/2022				No	0
101-410-1520-43185 IT Support				Monthly IT Support					
*** 0230752	3/1/2022	94.53	0.00	03/15/2022				No	0
101-410-1450-43185 IT Support				Monthly IT Support					
*** 0230752	3/1/2022	440.89	0.00	03/15/2022				No	0
101-410-1910-43185 IT Support				Monthly IT Support					
*** 0230752	3/1/2022	1,114.82	0.00	03/15/2022				No	0
101-420-2400-43185 IT Support				Monthly IT Support					
0230752 Total:		7,058.17 ✓							
CTYROS Total:		14,116.34 ✓							
CULGAN Culligan of Stillwater									
306X02227005	2/28/2022	56.75 ✓	0.00	03/15/2022				No	0
101-410-1940-44300 Miscellaneous				Water & Cooler Rental					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
306X02227005 Total:		56.75							
CULGAN Total:		56.75	✓						
ECMPUB	ECM Publishers, Inc								
878026	2/18/2022	252.80	0.00	03/15/2022	Parkview Cardinal St & Util			No	0
601-480-8102-43030 Engineering Services									
878026 Total:		252.80							
879106	2/25/2022	173.80	0.00	03/15/2022	Parkview Cardinal St & Util			No	0
601-480-8102-43030 Engineering Services									
879106 Total:		173.80							
880294	3/4/2022	79.00	0.00	03/15/2022	Zoning Code Amendment			No	0
101-410-1910-43510 Legal Publishing									
880294 Total:		79.00							
880295	3/4/2022	229.10	0.00	03/15/2022	Tapestry Sanitary Sewer Extension			No	0
602-480-8100-43030 Engineering Services									
880295 Total:		229.10							
880296	3/4/2022	252.80	0.00	03/15/2022	2022 Street & Utilities			No	0
441-480-8114-43030 Engineering Services									
880296 Total:		252.80							
ECMPUB Total:		987.50	✓						
ELAMMERS	Eckberg Lammers								
022022	2/28/2022	4,013.78	0.00	03/15/2022	Monthly Pro Services - Feb 2022			No	0
101-420-2150-43045 Attorney Criminal									
022022 Total:		4,013.78	✓						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
ELAMMERS Total:		4,013.78	✓						
EMERGAUT	Emergency Automotive Tech Inc								
SVC29672	3/1/2022	517.94	0.00	03/15/2022				No	0
101-420-2220-44040 Repairs/Maint Eqpt				L1 LED Headlight Install					
SVC29672 Total:		517.94							
EMERGAUT Total:		517.94	✓						
EMRAPP	Emergency Apparatus Maint Inc								
122088	2/21/2022	217.65	0.00	03/15/2022				No	0
101-420-2220-44040 Repairs/Maint Eqpt				Tender 1 - ABS Light					
122088 Total:		217.65	✓						
122236	2/28/2022	1,448.70	0.00	03/15/2022				No	0
101-420-2220-44040 Repairs/Maint Eqpt				Engine 1 - J Brake Repair & Transmission Svc					
122236 Total:		1,448.70	✓						
EMRAPP Total:		1,666.35	✓						
FASTENAL	Fastenal Company								
MNT11113736	2/18/2022	21.94	0.00	03/15/2022				No	0
101-430-3100-42212 Repairs/Maint. S&I				Fasteners/Plow Repair					
MNT11113736 Total:		21.94							
FASTENAL Total:		21.94	✓						
FOCUS	Focus Engineering Inc								
8742	2/26/2022	2,500.00	0.00	03/15/2022				No	0
101-410-1930-43030 Engineering Services				General Engineering Retainer					
8742 Total:		2,500.00							
8743	2/26/2022	260.00	0.00	03/15/2022				No	0
101-410-1910-43030 Engineering Services				General Engineering - Planning					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
8743 Total:		260.00							
8744	2/26/2022	117.00	0.00	03/15/2022				No	0
101-430-3100-43030 Engineering Services				General Engineering - Public Works					
8744 Total:		117.00							
8745	2/26/2022	469.00	0.00	03/15/2022				No	0
101-430-3100-43030 Engineering Services				General Engineering - ROW					
8745 Total:		469.00							
*** 8746	2/26/2022	357.50	0.00	03/15/2022				No	0
601-494-9400-43030 Engineering Services				General Engineering - Water					
*** 8746	2/26/2022	247.00	0.00	03/15/2022				No	0
603-496-9500-43030 Engineering Services				General Engineering - Stormwater					
8746 Total:		604.50							
8747	2/26/2022	65.00	0.00	03/15/2022				No	0
414-480-8066-43030 Engineering Services				CSAH 15/TH 36 Interchange					
8747 Total:		65.00							
8748	2/26/2022	910.00	0.00	03/15/2022				No	0
427-480-8087-43030 Legal Expenses				CSAH 13 Phase 2: CSAH 14 to 44TH Street					
8748 Total:		910.00							
8749	2/26/2022	325.00	0.00	03/15/2022				No	0
601-494-8085-43030 MN - 3M Settlement Workgr				MN-3M Settlement Workgroups					
8749 Total:		325.00							
8750	2/26/2022	5,893.75	0.00	03/15/2022				No	0
431-480-8089-43030 Engineering Costs				Old Village Phase 5 and 6					
8750 Total:		5,893.75							
8751	2/26/2022	276.00	0.00	03/15/2022				No	0
434-480-8094-45805 Other Project Costs				Heritage Farms Street and Utility Improvements					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
8751 Total:		276.00							
8752	2/26/2022	32.50	0.00	03/15/2022	Village Parkway UPRR Crossing Improvements			No	0
430-480-8091-43030 Engineering Services									
8752 Total:		32.50							
8753	2/26/2022	1,577.50	0.00	03/15/2022	Hamlet on Sunfish Lake Street and Utility Improvements			No	0
601-480-8097-43030 Engineering Services									
8753 Total:		1,577.50							
8754	2/26/2022	1,371.25	0.00	03/15/2022	Water Tower #3			No	0
601-480-8099-43030 Engineering Services									
8754 Total:		1,371.25							
8755	2/26/2022	3,100.50	0.00	03/15/2022	Tapestry Sanitary Sewer Extension			No	0
602-480-8100-43030 Engineering Services									
8755 Total:		3,100.50							
8756	2/26/2022	1,685.75	0.00	03/15/2022	38th St & 39th St & Innsdale Ave Street & Utility Improven			No	0
601-480-8101-43030 Engineering Services									
8756 Total:		1,685.75							
8757	2/26/2022	15,294.25	0.00	03/15/2022	Parkview Estates-Cardinal Ridge Street & Utility Improvme			No	0
601-480-8102-43030 Engineering Services									
8757 Total:		15,294.25							
8758	2/26/2022	442.25	0.00	03/15/2022	Torre Pines Street & Utility Improvments			No	0
601-480-8103-43030 Engineeering Services									
8758 Total:		442.25							
8759	2/26/2022	1,506.50	0.00	03/15/2022	Whistling Valley Street & Utility Improvements			No	0
601-480-8104-43030 Engineering Services									
8759 Total:		1,506.50							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
8760	2/26/2022	487.50	0.00	03/15/2022				No	0
436-480-8106-43030 Engineering Services				Tamarack Farm Estates					
8760 Total:		487.50							
8761	2/26/2022	357.50	0.00	03/15/2022				No	0
438-480-8109-43030 Engineering Services				CSAH 15 and 30th Street Improvements					
8761 Total:		357.50							
8762	2/26/2022	1,791.25	0.00	03/15/2022				No	0
252-480-8110-43030 Engineering Services				Section 16 Infrastructure Improvements					
8762 Total:		1,791.25							
8763	2/26/2022	32.50	0.00	03/15/2022				No	0
440-480-8112-43030 Engineering Services				TH36-Lake Elmo Ave Improvements					
8763 Total:		32.50							
8764	2/26/2022	934.00	0.00	03/15/2022				No	0
601-480-8113-43030 Engineering Services				Water Tower #3 Trunk Watermain Extension					
8764 Total:		934.00							
8765	2/26/2022	3,898.00	0.00	03/15/2022				No	0
441-480-8114-43030 Engineering Services				2022 Street & Utility Improvements					
8765 Total:		3,898.00							
8766	2/26/2022	3,087.50	0.00	03/15/2022				No	0
101-430-3100-43090 Sealcoating & Crack Sealing				2022 Street Maintenance Project					
8766 Total:		3,087.50							
8767	2/26/2022	325.00	0.00	03/15/2022				No	0
601-480-8060-43030 Engineering Fees				Well #1 Abandonment & Pumphouse Demo					
8767 Total:		325.00							
8768	2/26/2022	747.50	0.00	03/15/2022				No	0
101-410-1930-43030 Engineering Services				EN Properties vs Lake Elmo					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
8768 Total:		747.50							
8769	2/26/2022	92.00	0.00	03/15/2022	Savona 4TH			No	0
803-000-0000-22910 Developer Payments									
8769 Total:		92.00							
8770	2/26/2022	97.50	0.00	03/15/2022	Royal Golf Club 1ST			No	0
803-000-0000-22910 Developer Payments									
8770 Total:		97.50							
8771	2/26/2022	19.50	0.00	03/15/2022	Hidden Meadows 2ND			No	0
803-000-0000-22910 Developer Payments									
8771 Total:		19.50							
8772	2/26/2022	32.50	0.00	03/15/2022	Springs at Lake Elmo - Continenatal Properties			No	0
803-000-0000-22910 Developer Payments									
8772 Total:		32.50							
8773	2/26/2022	46.00	0.00	03/15/2022	Royal Golf Club 3RD			No	0
803-000-0000-22910 Developer Payments									
8773 Total:		46.00							
8774	2/26/2022	877.50	0.00	03/15/2022	Applewood Pointe (United Properties)			No	0
803-000-0000-22910 Developer Payments									
8774 Total:		877.50							
8775	2/26/2022	39.00	0.00	03/15/2022	Northport 3RD			No	0
803-000-0000-22910 Developer Payments									
8775 Total:		39.00							
8776	2/26/2022	46.00	0.00	03/15/2022	Legacy at North Star 4TH			No	0
803-000-0000-22910 Developer Payments									
8776 Total:		46.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
8777	2/26/2022	195.00	0.00	03/15/2022				No	0
803-000-0000-22910 Developer Payments				Launch Crossroads					
8777 Total:		195.00							
8778	2/26/2022	1,027.00	0.00	03/15/2022				No	0
803-000-0000-22910 Developer Payments				Wildflower 4TH					
8778 Total:		1,027.00							
8779	2/26/2022	46.00	0.00	03/15/2022				No	0
803-000-0000-22910 Developer Payments				Union Park 2ND					
8779 Total:		46.00							
8780	2/26/2022	46.00	0.00	03/15/2022				No	0
803-000-0000-22910 Developer Payments				Union Park West					
8780 Total:		46.00							
8781	2/26/2022	65.00	0.00	03/15/2022				No	0
803-000-0000-22910 Developer Payments				Easton Village 7TH					
8781 Total:		65.00							
8782	2/26/2022	975.00	0.00	03/15/2022				No	0
803-000-0000-22910 Developer Payments				Enterprise Rent-A-Car					
8782 Total:		975.00							
8783	2/26/2022	32.50	0.00	03/15/2022				No	0
803-000-0000-22910 Developer Payments				Royal Golf Club 5th					
8783 Total:		32.50							
8784	2/26/2022	130.00	0.00	03/15/2022				No	0
803-000-0000-22910 Developer Payments				Kraemer Lake Overlook (Tamarack Dev)					
8784 Total:		130.00							
8785	2/26/2022	130.00	0.00	03/15/2022				No	0
803-000-0000-22910 Developer Payments				9400 Hudson Apts & Goddard School					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
8785 Total:		130.00							
FOCUS Total:		51,988.00	✓						
GOPONE	Gopher State One Call								
*** 2020516	2/28/2022	58.50	0.00	03/15/2022				No	0
601-494-9400-43150 Contract Services				FTP Tickets					
*** 2020516	2/28/2022	58.50	0.00	03/15/2022				No	0
603-496-9500-43150 Contract Services				FTP Tickets					
*** 2020516	2/28/2022	58.50	0.00	03/15/2022				No	0
602-495-9450-43150 Contract Services				FTP Tickets					
2020516 Total:		175.50							
GOPONE Total:		175.50	✓						
GORMANJA	Gorman, Jason								
*** 20220224Esmt/	2/24/2022	3,400.59	0.00	03/15/2022				No	0
431-480-8089-43030 Engineering Costs				OV Phase 5&6 St, Drng, Util Imp Proj 2019.116					
*** 20220224Esmt/	2/24/2022	1,151.94	0.00	03/15/2022				No	0
601-494-8089-43030 Engineering costs				OV Phase 5&6 St, Drng, Util Imp Proj 2019.116					
*** 20220224Esmt/	2/24/2022	3,337.47	0.00	03/15/2022				No	0
602-495-8089-43030 Engineering costs				OV Phase 5&6 St, Drng, Util Imp Proj 2019.116					
20220224EsmtAcq Total:		7,890.00	✓						
GORMANJA Total:		7,890.00	✓						
GREATAFS	GreatAmerica Financial Services								
31068014	2/14/2022	457.65	0.00	03/15/2022				No	0
101-410-1320-44040 Repairs/Maint Eqpt				Monthly Copier 5070N Admin Dept					
31068014 Total:		457.65	✓						
31112560	2/21/2022	589.65	✓	0.00	03/15/2022			No	0
101-420-2400-44040 Repairs/Maint Eqpt				Monthly Copier Sharp 5070V - Bldg Dept					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	31112560 Total:	589.65							
	GREATAFS Total:	1,047.30	✓						
HAWKINS 6120423	Hawkins Inc 2/10/2022	2,808.11	0.00	03/15/2022				No	0
601-494-9400-42160	Chemicals			Chemicals					
	6120423 Total:	2,808.11							
	HAWKINS Total:	2,808.11	✓						
HLDYCC 79287031	Wex Bank 3/7/2022	916.72	0.00	03/15/2022				No	0
101-420-2220-42120	Fuel, Oil and Fluids			Fuel					
	79287031 Total:	916.72							
	HLDYCC Total:	916.72	✓						
INHLTH 127787	Industrial Health Svcs Network 2/28/2022	229.00	0.00	03/15/2022				No	0
101-430-3100-43150	Contract Services			Annual Program Fee					
	127787 Total:	229.00							
	INHLTH Total:	229.00	✓						
INTRSTAT 1902799013177	Interstate All Battery Center 2/15/2022	165.60	0.00	03/15/2022				No	0
101-430-3100-42212	Repairs/Maint. S&I			Radio Batteries					
	1902799013177 Total:	165.60							
	INTRSTAT Total:	165.60	✓						
IUOEDU	IUOE Local 49								

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
20220302	3/2/2022	315.00	0.00	03/15/2022				No	0
101-000-0000-21712 Union Dues				Local 49 Monthly Dues					
20220302 Total:		315.00							
IUOEDU Total:		315.00	✓						
JANIKING Jani-King of Minnesota Inc									
*** MIN3220002	3/1/2022	64.95	0.00	03/15/2022				No	0
101-430-3100-43150 Contract Services				Cleaning Services					
*** MIN3220002	3/1/2022	43.30	0.00	03/15/2022				No	0
101-450-5200-43150 Contracted Services				Cleaning Services					
*** MIN3220002	3/1/2022	43.30	0.00	03/15/2022				No	0
602-495-9450-43150 Contract Services				Cleaning Services					
*** MIN3220002	3/1/2022	43.30	0.00	03/15/2022				No	0
601-494-9400-43150 Contract Services				Cleaning Services					
*** MIN3220002	3/1/2022	25.32	0.00	03/15/2022				No	0
603-496-9500-43150 Contract Services				Cleaning Services					
MIN3220002 Total:		220.17							
JANIKING Total:		220.17	✓						
KATH Kath Fuel Oil Service Co									
737879	2/25/2022	488.25	0.00	03/15/2022				No	0
101-430-3100-42120 Fuel, Oil and Fluids				Hydraulic Fluid					
737879 Total:		488.25	✓						
738587	3/4/2022	2,809.19	0.00	03/15/2022				No	0
101-430-3100-42120 Fuel, Oil and Fluids				On Road Diesel					
738587 Total:		2,809.19	✓						
*** 738588	3/4/2022	520.84	✓	0.00	03/15/2022			No	0
101-430-3100-42120 Fuel, Oil and Fluids				Off Road Diesel					
*** 738588	3/4/2022	100.00	✓	0.00	03/15/2022			No	0
101-450-5200-42120 Fuel, Oil and Fluids				Off Road Diesel					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
738588 Total:		620.84							
*** 738589	3/4/2022	94.97	0.00	03/15/2022				No	0
101-450-5200-42120 Fuel, Oil and Fluids				Gas/Fuel					
*** 738589	3/4/2022	94.95	0.00	03/15/2022				No	0
601-494-9400-42120 Fuel, Oil, and Fluids				Gas/Fuel					
*** 738589	3/4/2022	0.00	0.00	03/15/2022				No	0
603-496-9500-42120 Fuel, Oil, and Fluids				Gas/Fuel					
*** 738589	3/4/2022	189.90	0.00	03/15/2022				No	0
101-430-3100-42120 Fuel, Oil and Fluids				Gas/Fuel					
*** 738589	3/4/2022	94.95	0.00	03/15/2022				No	0
602-495-9450-42120 Fuel, Oil, and Fluids				Gas/Fuel					
*** 738589	3/4/2022	385.56	0.00	03/15/2022				No	0
101-420-2400-42120 Fuel, Oil and Fluids				Gas/Fuel					
738589 Total:		860.33							
KATH Total:		4,778.61							
LEOADALY Leo A Daly									
02310262001-14	2/18/2022	8,689.50	0.00	03/15/2022				No	0
437-480-8108-43150 Contract Services				Pro Svcs thru 02/18/22 - City Hall/Fire Station Building Pro					
02310262001-14 Total:		8,689.50							
LEOADALY Total:		8,689.50							
LMCIT League of MN Cities Insur Trust WC									
*** 10002726-2022	2/22/2022	81.14	0.00	03/15/2022				No	0
101-410-1110-41510 Workers Compensation				Workers Comp Ins Premium 1/16/22 - 1/16/23					
*** 10002726-2022	2/22/2022	1,116.09	0.00	03/15/2022				No	0
101-410-1320-41510 Workers Compensation				Workers Comp Ins Premium 1/16/22 - 1/16/23					
*** 10002726-2022	2/22/2022	178.72	0.00	03/15/2022				No	0
101-410-1450-41510 Workers Compensation				Workers Comp Ins Premium 1/16/22 - 1/16/23					
*** 10002726-2022	2/22/2022	489.44	0.00	03/15/2022				No	0
101-410-1520-41510 Workers Compensation				Workers Comp Ins Premium 1/16/22 - 1/16/23					
*** 10002726-2022	2/22/2022	1,077.13	0.00	03/15/2022				No	0
101-410-1910-41510 Workers Compensation				Workers Comp Ins Premium 1/16/22 - 1/16/23					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
*** 10002726-2022	2/22/2022	27,143.81	0.00	03/15/2022				No	0
101-420-2220-41510 Workers Compensation				Workers Comp Ins Premium 1/16/22 - 1/16/23					
*** 10002726-2022	2/22/2022	2,910.20	0.00	03/15/2022				No	0
101-420-2400-41510 Workers Compensation				Workers Comp Ins Premium 1/16/22 - 1/16/23					
*** 10002726-2022	2/22/2022	34,141.44	0.00	03/15/2022				No	0
101-430-3100-41510 Workers Compensation				Workers Comp Ins Premium 1/16/22 - 1/16/23					
*** 10002726-2022	2/22/2022	2,857.10	0.00	03/15/2022				No	0
101-450-5200-41510 Workers Compensation				Workers Comp Ins Premium 1/16/22 - 1/16/23					
*** 10002726-2022	2/22/2022	5,413.19	0.00	03/15/2022				No	0
601-494-9400-41510 Workers Compensation				Workers Comp Ins Premium 1/16/22 - 1/16/23					
*** 10002726-2022	2/22/2022	1,872.05	0.00	03/15/2022				No	0
602-495-9450-41510 Workers Compensation				Workers Comp Ins Premium 1/16/22 - 1/16/23					
*** 10002726-2022	2/22/2022	730.69	0.00	03/15/2022				No	0
603-496-9500-41510 Workers' Compensation				Workers Comp Ins Premium 1/16/22 - 1/16/23					
10002726-2022 Total:		78,011.00							
LMCIT Total:		78,011.00							
MACQUEEN	MacQueen Emergency								
P01745	2/17/2022	5,787.05	0.00	03/15/2022				No	0
101-480-8000-45800 Equipment				Particulate Hoods					
P01745 Total:		5,787.05							
MACQUEEN Total:		5,787.05							
MARONEYS	Maroney's Sanitation Inc								
*** 0000920204	2/10/2022	149.98	0.00	03/15/2022				No	0
101-410-1940-43840 Refuse				Trash Service - City Hall					
*** 0000920204	2/10/2022	77.32	0.00	03/15/2022				No	0
101-420-2220-43840 Refuse				Trash Service - Fire Station 1 & 2					
*** 0000920204	2/10/2022	273.60	0.00	03/15/2022				No	0
101-450-5200-43840 Refuse				Trash Service Parks Bldg/Storage					
*** 0000920204	2/10/2022	0.00	0.00	03/15/2022				No	0
221-460-6301-43840 Refuse				Trash Service - Brookfield Bldg					
*** 0000920204	2/10/2022	340.40	0.00	03/15/2022				No	0
101-430-3100-43840 Refuse				Trash Service - Public Works					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
0000920204 Total:		841.30							
MARONEYS Total:		841.30							
MENOAK	Menards - Oakdale								
*** 36738	2/23/2022	269.60	0.00	03/15/2022	Toilet Upgrade City Hall			No	0
101-410-1940-42110 Cleaning Supplies									
*** 36738	2/23/2022	10.40	0.00	03/15/2022	Cleats/Ice Sophia			No	0
101-410-1910-44300 Miscellaneous									
*** 36738	2/23/2022	2.59	0.00	03/15/2022	Cleats/Ice Sophia			No	0
101-420-2400-44170 Uniforms									
*** 36738	2/23/2022	43.05	0.00	03/15/2022	PW Shop Supplies			No	0
101-430-3100-42210 Repair/Maint. Supplies									
*** 36738	2/23/2022	38.97	0.00	03/15/2022	Cleats/Ice PW			No	0
101-430-3100-42400 Small Tools & Minor Equipm									
36738 Total:		364.61							
36801	2/24/2022	61.08	0.00	03/15/2022	Toilet Upgrade City Hall			No	0
101-410-1940-42110 Cleaning Supplies									
36801 Total:		61.08							
36839	2/24/2022	42.91	0.00	03/15/2022	Fire Station Supplies			No	0
101-420-2220-44010 Repairs/Maint Bldg									
36839 Total:		42.91							
MENOAK Total:		468.60							
METCOU	Metropolitan Council								
0001136580	3/2/2022	35,154.94	0.00	03/15/2022	Monthly Waste Water Svcs Def Rev			No	0
602-495-9450-43820 Sewer Utility - Met Council									
0001136580 Total:		35,154.94							
*** 20220228	2/28/2022	-298.20	0.00	03/15/2022	SAC Charges - Prompt Pay Discount			No	0
602-000-0000-37220 SAC Early Pay discount/reve									
*** 20220228	2/28/2022	29,820.00	0.00	03/15/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
602-000-0000-20802 SAC due Met Council					SAC Charges				
	20220228 Total:	29,521.80							
	METCOU Total:	64,676.74							
MNCLNS MN CLN Services Inc									
*** 0322AJ06	3/1/2022	527.25	0.00	03/15/2022				No	0
221-460-6301-43150 Contract Services					Cleaning Svcs Brookfield Bldg				
*** 0322AJ06	3/1/2022	175.75	0.00	03/15/2022				No	0
101-410-1940-44010 Repairs/Maint Contractual B					Cleaning Svcs City Hall				
	0322AJ06 Total:	703.00							
	MNCLNS Total:	703.00							
MNDOHWDW MN Dept of Health									
2022 Qtr 1 Fees	3/3/2022	10,193.85	0.00	03/15/2022				No	0
601-494-9400-43820 Water Utility					Community Water Supply Svc Connection Fee - Qtr 1 2022				
	2022 Qtr 1 Fees Total:	10,193.85							
	MNDOHWDW Total:	10,193.85							
MNFIRECH MN State Fire Chiefs Assn									
3899	1/25/2022	285.00	0.00	03/15/2022				No	0
101-420-2220-44370 Conferences & Training					Training - Fire Officer School - JP				
	3899 Total:	285.00							
3900	1/25/2022	285.00	0.00	03/15/2022				No	0
101-420-2220-44370 Conferences & Training					Training - Fire Officer School - MS				
	3900 Total:	285.00							
3901	1/25/2022	285.00	0.00	03/15/2022				No	0
101-420-2220-44370 Conferences & Training					Training - Fire Officer School - DL				
	3901 Total:	285.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
3902	1/25/2022	285.00	0.00	03/15/2022				No	0
101-420-2220-44370	Conferences & Training			Training - Fire Officer School - KH					
	3902 Total:	285.00							
	MNFIRECH Total:	1,140.00	✓						
MNLIFE	Minnesota Life Insurance Comp								
254729	3/1/2022	192.64	0.00	03/15/2022				No	0
101-000-0000-21708	Other Benefits			Monthly Life Insurance Prem March 2022					
	254729 Total:	192.64							
	MNLIFE Total:	192.64	✓						
MNPEIP	MN PEIP								
1158350	1/10/2022	17,613.84	0.00	03/15/2022				No	0
101-000-0000-21706	Medical Insurance			Monthly Health Ins Premium - Feb 2022					
	1158350 Total:	17,613.84	✓						
1168047	2/10/2022	16,318.16	0.00	03/15/2022				No	0
101-000-0000-21706	Medical Insurance			Monthly Health Ins Premium - Mar 2022					
	1168047 Total:	16,318.16	✓						
	MNPEIP Total:	33,932.00							
MNSPCT	MNSPECT LLC								
8911	3/2/2022	37,324.52	0.00	03/15/2022				No	0
101-420-2400-43150	Inspector Contract Services			Inspection Services Jan 26 - Feb 25					
	8911 Total:	37,324.52							
	MNSPCT Total:	37,324.52	✓						
NIEBUR	Niebur Tractor & Equipment								
01-172057	2/10/2022	454.61	0.00	03/15/2022				No	0
101-450-5200-44040	Repairs/Maint Eqpt			Kubota Repair/Leak					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
01-172057 Total:		454.61							
NIEBUR Total:		454.61	✓						
SHORT	Short Elliott Hendrickson, Inc								
*** 421425 ✓	3/3/2022	3,926.17	0.00	03/15/2022				No	0
431-480-8089-43030 Engineering Costs					OV Phase 5&6 St, Drng & Util Imp 2019.116				
*** 421425 ✓	3/3/2022	1,329.98	0.00	03/15/2022				No	0
601-494-8089-43030 Engineering costs					OV Phase 5&6 St, Drng & Util Imp 2019.116				
*** 421425 ✓	3/3/2022	3,853.29	0.00	03/15/2022				No	0
602-495-8089-43030 Engineering costs					OV Phase 5&6 St, Drng & Util Imp 2019.116				
421425 Total:		9,109.44	✓						
421576 ✓	3/4/2022	22,258.10	0.00	03/15/2022				No	0
252-480-8110-43030 Engineering Services					Section 16 Infrastructure Imp Proj 2021.116				
421576 Total:		22,258.10	✓						
421701 ✓	3/7/2022	1,187.40	0.00	03/15/2022				No	0
601-480-8104-43030 Engineering Services					Whistling Valley St & Util Imp Proj 2020.123				
421701 Total:		1,187.40	✓						
SHORT Total:		32,554.94							
TDSMET	TDS								
*** 20220313	3/13/2022	11.22	0.00	03/15/2022				No	0
601-494-9400-43210 Telephone					Analog Lines - Alarm Well #2				
*** 20220313	3/13/2022	68.55	0.00	03/15/2022				No	0
602-495-9450-43210 Telephone					Analog Lines - Lift Station Alarms				
*** 20220313	3/13/2022	230.50	0.00	03/15/2022				No	0
101-430-3100-43210 Telephone					Analog Lines - Public Works				
20220313 Total:		310.27	✓						
TDSMET Total:		310.27							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
TITMAC 16705933GP	Titan Machinery 3/4/2022	4,552.42	0.00	03/15/2022				No	0
101-430-3100-42210	Repair/Maint. Supplies			Flail Mower Repairs					
	16705933GP Total:	4,552.42							
	TITMAC Total:	4,552.42							
TKDA 002022000482	TKDA Associates 2/10/2022	1,354.48	0.00	03/15/2022				No	0
436-480-8106-43030	Engineering Services			Tamarack Farm Estates Strett Imp 2020.125					
	002022000482 Total:	1,354.48							
	TKDA Total:	1,354.48							
TMOBIL *** 20220211	T-Mobile 2/11/2022	8.64	0.00	03/15/2022				No	0
601-494-9400-43210	Telephone			SCADA Line					
*** 20220211	2/11/2022	8.65	0.00	03/15/2022				No	0
602-495-9450-43210	Telephone			SCADA Line					
	20220211 Total:	17.29							
	TMOBIL Total:	17.29							
TRISTATE V98566	Tri State Bobcat 3/7/2022	2,367.86	0.00	03/15/2022				No	0
101-430-3100-44040	Repairs/Maint Eqpt			Skid Steer Oil Leak Repair					
	V98566 Total:	2,367.86							
	TRISTATE Total:	2,367.86							
UNIONPAC *** UPRR 03247-30	Union Pacific Railroad Company 3/7/2022	12,068.00	0.00	03/15/2022				No	0
431-480-8089-43150	Contract Services			OV Phase 5&6 St, Drng & Util Imp 2019.116					
*** UPRR 03247-30	3/7/2022	4,088.00	0.00	03/15/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
601-494-8089-43150 Contract Services					OV Phase 5&6 St, Dmg & Util Imp 2019.116				
*** UPRR 03247-30	3/7/2022	11,844.00	0.00	03/15/2022				No	0
602-495-8089-43150 Contract Services					OV Phase 5&6 St, Dmg & Util Imp 2019.116				
UPRR 03247-30 Total:		28,000.00							
UNIONPAC Total:		28,000.00	✓						
VERIZON	Verizon								
9899322312	2/10/2022	323.47	0.00	03/15/2022				No	0
101-420-2220-43210 Telephone					Wireless Charges Fire Jan 11 - Feb 10				
9899322312 Total:		323.47	✓						
*** 9900116262	2/21/2022	50.29	0.00	03/15/2022				No	0
101-430-3100-43210 Telephone					Wireless Charges Jan 22 - Feb 21 PW Bob				
*** 9900116262	2/21/2022	146.32	0.00	03/15/2022				No	0
101-430-3100-43210 Telephone					Wireless Charges Jan 22 - Feb 21 PW Marty				
*** 9900116262	2/21/2022	50.29	0.00	03/15/2022				No	0
101-450-5200-43210 Telephone					Wireless Charges Jan 22 - Feb 21 PW Jim				
*** 9900116262	2/21/2022	50.29	0.00	03/15/2022				No	0
601-494-9400-43210 Telephone					Wireless Charges Jan 22 - Feb 21 PW Rick				
*** 9900116262	2/21/2022	50.29	0.00	03/15/2022				No	0
602-495-9450-43210 Telephone					Wireless Charges Jan 22 - Feb 21 PW Jamie				
*** 9900116262	2/21/2022	50.29	0.00	03/15/2022				No	0
603-496-9500-43210 Telephone					Wireless Charges Jan 22 - Feb 21 PW on call				
*** 9900116262	2/21/2022	35.01	0.00	03/15/2022				No	0
603-496-9500-43210 Telephone					Wireless Charges Jan 22 - Feb 21 PW hotspot				
*** 9900116262	2/21/2022	35.07	0.00	03/15/2022				No	0
601-494-9400-43210 Telephone					Wireless Charges Jan 22 - Feb 21 PW hotspot				
*** 9900116262	2/21/2022	24.18	0.00	03/15/2022				No	0
601-494-9400-43210 Telephone					Wireless Charges Jan 22 - Feb 21 PW backup dialer				
*** 9900116262	2/21/2022	40.01	0.00	03/15/2022				No	0
602-495-9450-43210 Telephone					Wireless Charges Jan 22 - Feb 21 PW rugged laptop				
*** 9900116262	2/21/2022	-46.08	0.00	03/15/2022				No	0
101-420-2220-43210 Telephone					Wireless Charges Jan 22 - Feb 21 Fire Squad				
*** 9900116262	2/21/2022	50.29	0.00	03/15/2022				No	0
101-410-1320-43210 Telephone					Wireless Charges Jan 22 - Feb 21 Admin KH				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
9900116262 Total:		536.25							
VERIZON Total:		859.72	✓						
WASHRR	Washington County								
1279666	3/1/2022	46.00	0.00	03/15/2022				No	0
101-410-1910-43150 Contract Services				2/16/22 - EAS - P582531					
1279666 Total:		46.00							
4359807	3/1/2022	46.00	0.00	03/15/2022				No	0
101-410-1910-43150 Contract Services				2/16/22 - AGR - P582477					
4359807 Total:		46.00							
4359808	3/1/2022	46.00	0.00	03/15/2022				No	0
101-410-1910-43150 Contract Services				2/16/22 - AGR - P582477					
4359808 Total:		46.00							
4359809	3/1/2022	46.00	0.00	03/15/2022				No	0
101-410-1910-43150 Contract Services				2/16/22 - AGR - P582477					
4359809 Total:		46.00							
4359810	3/1/2022	46.00	0.00	03/15/2022				No	0
101-410-1910-43150 Contract Services				2/16/22 - AGR - P582477					
4359810 Total:		46.00							
4359811	3/1/2022	46.00	0.00	03/15/2022				No	0
101-410-1910-43150 Contract Services				2/16/22 - AGR - P582477					
4359811 Total:		46.00							
4359812	3/1/2022	46.00	0.00	03/15/2022				No	0
101-410-1910-43150 Contract Services				2/16/22 - AGR - P582477					
4359812 Total:		46.00							
4359813	3/1/2022	46.00	0.00	03/15/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
101-410-1910-43150 Contract Services				2/16/22 - AGR - P582477					
4359813 Total:		46.00							
4359814	3/1/2022	46.00	0.00	03/15/2022				No	0
101-410-1910-43150 Contract Services				2/16/22 - AGR - P582477					
4359814 Total:		46.00							
4359815	3/1/2022	46.00	0.00	03/15/2022				No	0
101-410-1910-43150 Contract Services				2/16/22 - AGR - P582477					
4359815 Total:		46.00							
WASHRR Total:		460.00							
WASHTAX	Washington County Property Records & Taxpayer Svc								
198049	2/1/2022	3,195.00	0.00	03/15/2022				No	0
101-410-1410-43150 Contract Services				2022 Election Equip Maintenance Fee					
198049 Total:		3,195.00							
WASHTAX Total:		3,195.00							
XCEL	Xcel Energy								
768668979	2/21/2022	76.74	0.00	03/15/2022				No	0
101-430-3100-43811 Street Lights				Electric Utility - 689 Inwood Ave N Traffic Signal					
768668979 Total:		76.74							
768678750	2/21/2022	89.93	0.00	03/15/2022				No	0
101-430-3100-43811 Street Lights				Electric Utility - 179 Keats Ave N Unit Signal					
768678750 Total:		89.93							
768730214	2/22/2022	33.51	0.00	03/15/2022				No	0
101-430-3100-43811 Street Lights				Electric Utility - Street Lights 3014 Jamley Ave N					
768730214 Total:		33.51							
768814062	2/22/2022	2,431.67	0.00	03/15/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
601-494-9400-43810 Electric Utility					Electric Utility - Well #5				
768814062 Total:		2,431.67	✓						
769475338	2/28/2022	1,527.30	0.00	03/15/2022				No	0
601-494-9400-43810 Electric Utility					Electric Utility - Booster Station				
769475338 Total:		1,527.30	✓						
770029677	3/3/2022	4,593.50	✓	0.00	03/15/2022			No	0
101-430-3100-43811 Street Lights					Electric Utility - Street Lights				
770029677 Total:		4,593.50							
XCEL Total:		8,752.65							
Report Total:		435,770.42							



DATE: March 15, 2022
CONSENT

AGENDA ITEM: Approve Redistricting Resolution

SUBMITTED BY: Julie Johnson, City Clerk

BACKGROUND:

Every 10 years the state legislature is charged with redrawing the state's maps to reflect population shifts from the decennial census. Redistricting maps were released February 15, 2022 and there were no changes that affect Lake Elmo polling locations. State law requires every city to pass a resolution after redistricting to change polling locations or re-establish existing polling locations. A resolution re-establishing Lake Elmo Precinct 1 and Precinct 2 is attached for City Council approval.

ISSUE BEFORE COUNCIL:

Should the Council adopt the Resolution?

FISCAL IMPACT:

NA

RECOMMENDATION:

If removed from the consent agenda:

“Motion to adopt Resolution No 2022-028

ATTACHMENTS:

- Resolution No. 2022-028

**CITY OF LAKE ELMO
WASHINGTON COUNTY
STATE OF MINNESOTA**

RESOLUTION NO. 2022-028

**A RESOLUTION RE-ESTABLISHING UNCHANGED PRECINCTS AND
POLLING PLACES IN THE CITY OF LAKE ELMO, WASHINGTON COUNTY**

WHEREAS, the boundaries of the City of Lake Elmo precincts 1 and 2, which consist of the territory of the City of Lake Elmo, remain unchanged following state legislative redistricting; and

WHEREAS, the City Council of the City of Lake Elmo wants to re-establish the City of Lake Elmo precincts with the same boundaries as permitted and required by Minnesota Statutes 204B.14, Subdivision 3(c); and

WHEREAS, the City of Lake Elmo wants to re-establish the following two polling locations:

Precinct 1: Fire Station 1, 3510 Laverne Avenue North, Lake Elmo, MN

Precinct 2: City Hall, 3800 Laverne Avenue North, Lake Elmo, MN

NOW, THEREFORE, BE IT RESOLVED, that the City Council re-establishes that the boundaries of the City of Lake Elmo precincts 1 and 2 are unchanged and re-establishes said districts with the same boundaries pursuant to Minnesota Statutes 204B.14, Subdivision 3(c).

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the designated polling locations for the City of Lake Elmo are re-established and remain as follows, in accordance with Minnesota Statutes 204B.16:

Precinct 1: Fire Station 1, 3510 Laverne Avenue North, Lake Elmo, MN

Precinct 2: City Hall, 3800 Laverne Avenue North, Lake Elmo, MN

APPROVED by the Lake Elmo City Council on this 15th day of March, 2022.

By: _____
Charles Cadenhead
Mayor

ATTEST:

Julie Johnson
City Clerk



DATE: March 15, 2022
CONSENT

AGENDA ITEM: Approve Resolution of Support for the County State Aid Highway 15 (Manning Avenue) and 30th Street Intersection Improvements

SUBMITTED BY: Jack Griffin, City Engineer

REVIEWED BY: Kristina Handt, City Administrator
Marty Powers, Public Works Director
Molly Just, Planning Director
Chad Isakson, Assistance City Engineer

ISSUE BEFORE COUNCIL: Should the City Council approve a Resolution of Support for the County State Aid Highway 15 (Manning) and 30th Street Intersection Improvements?

BACKGROUND AND PROPOSAL DETAILS/ANALYSIS: Washington County is requesting that the City of Lake Elmo approve a resolution of support for the County State Aid Highway 15 (Manning) and 30th Street Intersection Improvements. The resolution expresses the City's support for the project, for the preliminary design layout dated February 2, 2022, and allows the County to proceed with the completion of the final design and plan review for the project. Upon completion of the final design the County will request the City to enter into a Cooperative Cost Agreement for the Project as well as a Cooperative Maintenance Agreement. The project is planned for construction in 2022 to coordinate with the closing of the Manning Avenue and 32nd Street access, located in Easton Village subdivision. If the Easton Village developer is able to deliver completed access removal plans to the County in a timely manner, the County may consider incorporating the access removal work as part of the County's project.

The improvements include the installation of a steel pole traffic signal at the intersection of County State Aid Highway 15 (Manning Avenue) and 30th Street North to improve intersection traffic operations. To facilitate the installation of a traffic signal, the project includes the construction of dedicated left and right turn lanes along both the west leg (located in Lake Elmo) and east leg (located in Baytown and West Lakeland Townships) of 30th Street North. The turn lanes on the west leg of the intersection have been designed using a 30 mph speed limit to facilitate a reduction in the turn lane length together with reduced lane widths to 11-feet. To address the project drainage, two (2) stormwater management basins will be constructed within the public right-of-way of the west leg of 30th Street. No right-of-way acquisition is anticipated from Lake Elmo at this time.

FISCAL IMPACT: The County is requesting cost participation in the project by the City of Lake Elmo in the estimated amount of \$397,300 based on a preliminary total estimated project cost of \$1,024,040. Approval of the Municipal Support Resolution does not obligate the City of Lake Elmo to any cost share or maintenance obligations at this time, as those decisions will be considered by the City at a later date through the approval of a Cooperative Cost Share Agreement and Cooperative Maintenance Agreement. The City's share of the costs, as assigned by the County, include the roadway improvements along the west leg of 30th Street North, including the construction of a dedicated left and right turn lane. In addition, the County has assigned 25% of the traffic signal cost to Lake Elmo.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the consent agenda*, a Resolution supporting Washington County’s recommended layout for the County State Aid Highway 15 (Manning) and 30th Street Intersection Improvements by Washington County. If removed from the *consent agenda*, the recommended motion for the action is as follows:

“Move to approve Resolution No. 2022-024 Approving Municipal Support for the County State Aid Highway 15 (Manning) and 30th Street Intersection Improvements by Washington County.”

ATTACHMENTS:

1. Resolution Approving Municipal Support for the County State Aid Highway 15 (Manning) and 30th Street Intersection Improvements by Washington County.
2. Exhibit A – County Recommended Project Layout.
3. Exhibit B – Preliminary Cost Estimate.

**CITY OF LAKE ELMO
WASHINGTON COUNTY
STATE OF MINNESOTA**

**RESOLUTION NO. 2022-024
A RESOLUTION APPROVING MUNICIPAL SUPPORT FOR THE
COUNTY STATE AID HIGHWAY 15 (MANNING AVENUE) AND
30TH STREET INTERSECTION IMPROVEMENTS BY WASHINGTON COUNTY**

WHEREAS, Washington County's Capital Improvement Program includes intersection and traffic signal improvements at County State Aid Highway (CSAH) 15 and 30th Street North, planned for construction in 2022, in which portions of the project are within the City of Lake Elmo as shown in Exhibit A; and

WHEREAS, City of Lake Elmo in coordination with Washington County and Valley Branch Watershed District, Baytown Township, and West Lakeland Township, has engaged in a preliminary design effort that started in April of 2021; and

WHEREAS, the City and County have engaged in a community engagement process as part of the preliminary design effort intended to gather and consider public feedback for the project; and

WHEREAS, a County recommended County State Aid Highway (CSHA) 15 and 30th Street Project Layout, dated February 2, 2022, showing proposed roadway, turn lane, traffic signal and drainage improvements has been prepared and presented to the City; and

WHEREAS, a preliminary project cost estimate for the Project has been prepared and presented to the City as shown in Exhibit B; and

WHEREAS, this resolution and approval does not obligate the City of Lake Elmo to any cost share or maintenance obligations as those will be considered by the City at a later date.

WHEREAS, prior to advertising for contractor bids on the Project, Washington County will present the City with an updated cost estimate and bidding plans for support.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAKE ELMO,

1. That said County Recommended County State Aid Highway (CSHA) 15 and 30th Street Project Layout, dated February 2, 2022, be in all things approved; and
2. That the City of Lake Elmo supports the County continuing with the development of final plans and right-of-way acquisition necessary for the construction of the Project

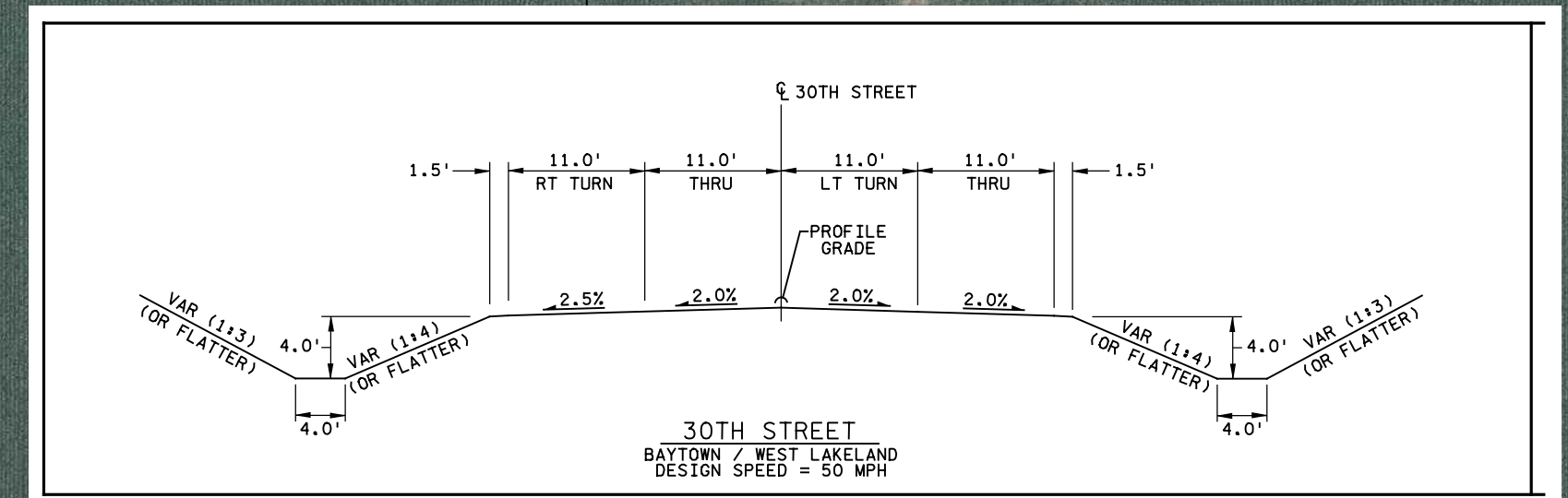
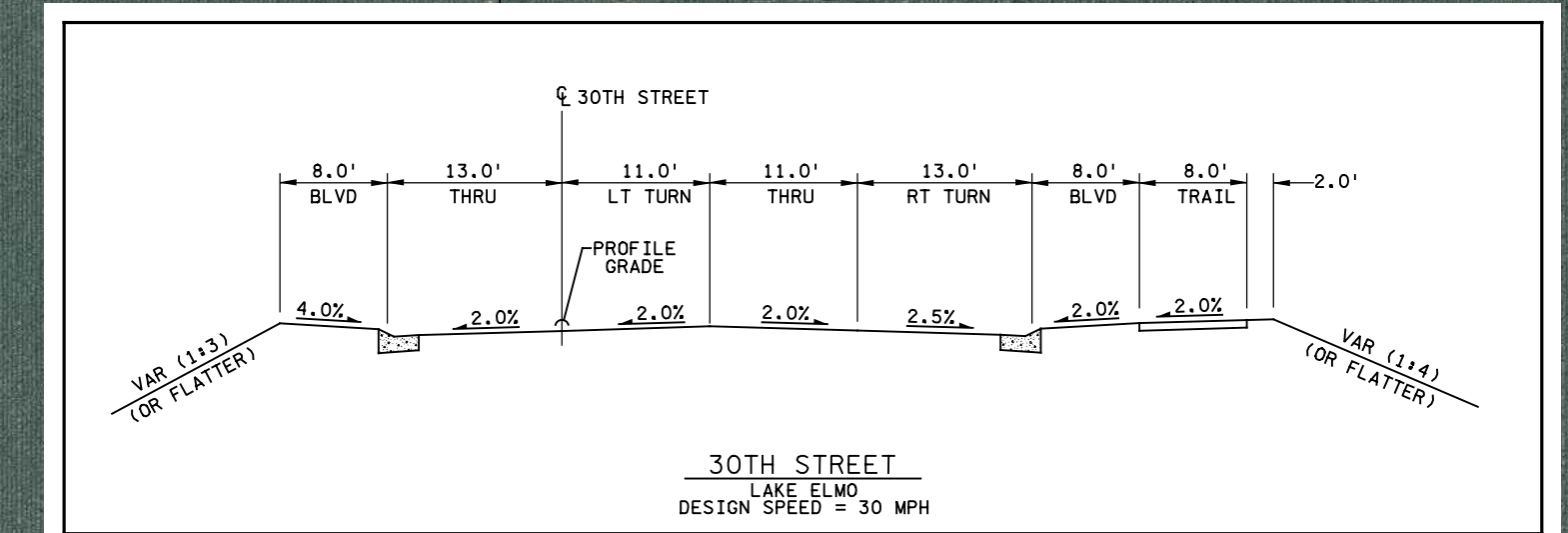
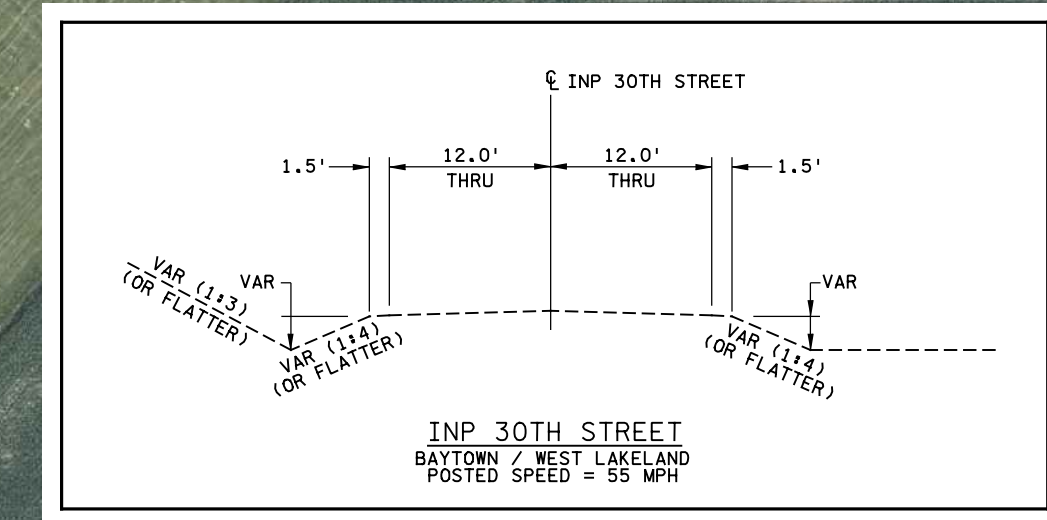
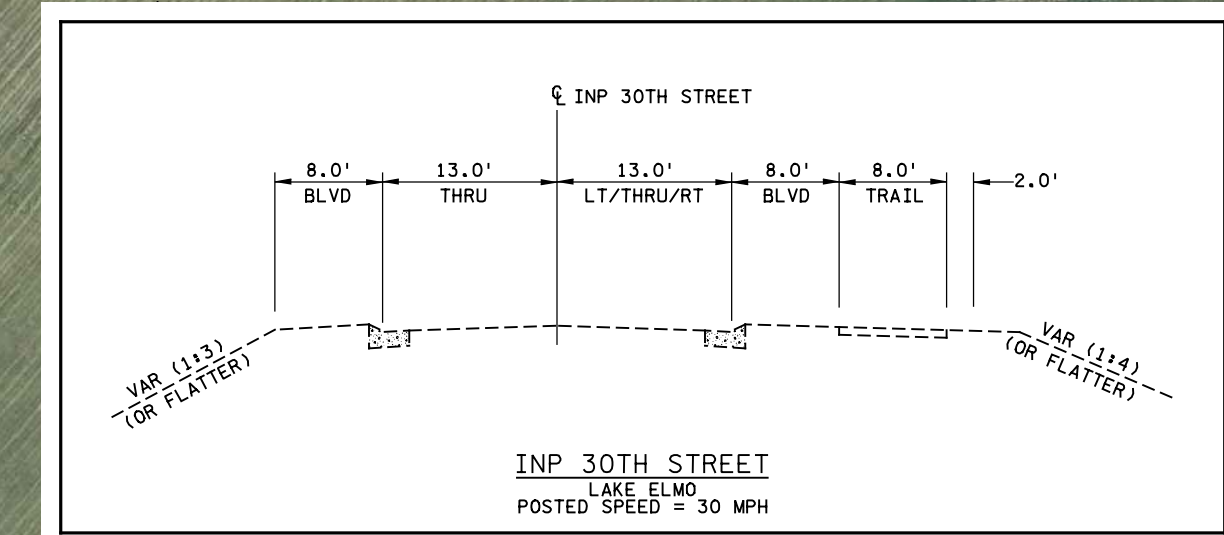
**ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE FIFTEETH DAY OF MARCH
2022.**

CITY OF LAKE ELMO

By: _____
Charles Cadenhead
Mayor

(Seal)
ATTEST:

Julie Johnson, City Clerk



0 100 200
SCALE IN FEET

DRAFT

- LEGEND**
- PAVED ROADWAY
 - CURB & GUTTER
 - AGGREGATE ROADWAY & SHOULDERS
 - BITUMINOUS TRAILS & BIKEWAYS
 - PROPOSED BMP LOCATION
 - CONCRETE TRAILS & SIDEWALKS
 - DITCH BLOCK
 - PROPOSED TRAFFIC SIGNAL
 - EXISTING RIGHT OF WAY
 - EXISTING PERMANENT EASEMENT
 - PRELIMINARY CONSTRUCTION LIMITS (TOE OF SLOPE)
 - WETLANDS
 - PROPOSED DRAINAGE UTILITIES

CSAH 15 (MANNING AVENUE)

30TH STREET N

30TH STREET N



CSAH 15 (MANNING AVE) / 30TH STREET N INTERSECTION IMPROVEMENTS

Concept Cost Estimate (based upon 2020 bid price information)

Prepared By: SRF Consulting Group, Inc., Date: 12/20/2021

					City of Lake Elmo		Washington County		Baytown Township		West Lakeland Township		PROJECT TOTAL	
ITEM DESCRIPTION			UNIT	UNIT PRICE	EST. QUANTITY	EST. AMOUNT	EST. QUANTITY	EST. AMOUNT	EST. QUANTITY	EST. AMOUNT	EST. QUANTITY	EST. AMOUNT	EST. QUANTITY	EST. AMOUNT
PAVING AND GRADING COSTS														
GrP 1	2106 Excavation - common & subgrade		cu. vd.	\$7.00	1,600	\$11,200	700	\$4,900	900	\$6,300	900	\$6,300	4,100	\$28,700
GrP 2a	2106 Common Embankment (CV)		cu. vd.	\$8.00	500	\$4,000	200	\$1,600	300	\$2,400	300	\$2,400	1,300	\$10,400
GrP 2b	2106 Granular Subgrade (CV)		cu. vd.	\$20.00	750	\$15,000	200	\$4,000	600	\$12,000	600	\$12,000	2,150	\$43,000
GrP 3	Bituminous Roadway Pavement	(1)	sq. vd.	\$36.00	2,300	\$82,800	960	\$34,560	1,320	\$47,520	1,320	\$47,520	5,900	\$212,400
GrP 3i	Driveway Pavement - Concrete	(1)	sq. vd.	\$70.00	50	\$3,500							50	\$3,500
GrP 4a	Concrete Walk / Trail / Median	(2)	sq. vd.	\$45.00	50	\$2,250	50	\$2,250					100	\$4,500
GrP 4a	Bituminous Walk / Trail	(2)	sq. vd.	\$25.00	630	\$15,750	10	\$250					640	\$16,000
GrP 4b	ADA Pedestrian Curb Ramp		each	\$1000.00	2	\$2,000	6	\$6,000					8	\$8,000
GrP 5	Concrete Curb and Gutter (Outside)		lin. ft.	\$23.00	1,400	\$32,200	80	\$1,840					1,480	\$34,040
SUBTOTAL PAVING AND GRADING COSTS:						\$168,700		\$55,400		\$68,220		\$68,220		\$360,540
DRAINAGE, UTILITIES AND EROSION CONTROL														
Dr 3	Water Quality Pond		l.s.	\$10.000	0.5	\$5,000	0.5	\$5,000					1.0	\$10,000
Dr 1	Drainage - urban (10% to 30%)		10%			\$17,000		\$6,000						\$23,000
Dr 2	Drainage - rural	(3)	mile	\$110.000					0.07	\$7,700	0.07	\$7,700	0.14	\$15,400
Dr 3	Turf Establishment & Erosion Control		8%			\$14,000		\$5,000		\$6,000		\$6,000		\$31,000
SUBTOTAL DRAINAGE, UTILITIES AND EROSION CONTROL						\$36,000		\$16,000		\$13,700		\$13,700		\$79,400
SIGNAL AND LIGHTING COSTS														
SGL 1	Signals (permanent)		each	\$250.000	0.25	\$62,500	0.75	\$187,500					1.0	\$250,000
SUBTOTAL SIGNAL AND LIGHTING COSTS:						\$62,500		\$187,500						\$250,000
SIGNING & STRIPING COSTS														
SGN 1	Mainline Signing (C&D)		mile	\$20.000	0.14	\$2,800			0.07	\$1,400	0.07	\$1,400	0.28	\$5,600
SGN 2	Mainline Striping		mile	\$5.000	0.14	\$700			0.07	\$350	0.07	\$350	0.28	\$1,400
SUBTOTAL SIGNING & STRIPING COSTS:						\$3,500				\$1,750		\$1,750		\$7,000
SUBTOTAL CONSTRUCTION COSTS:						\$270,700		\$258,900		\$83,670		\$83,670		\$696,940
MISCELLANEOUS COSTS														
M 1	Mobilization		5%			\$14,000		\$13,000		\$5,000		\$5,000		\$37,000
M 2	Non Quantified Minor Items (10% to 30%)		15%			\$41,000		\$39,000		\$13,000		\$13,000		\$106,000
M 3	Traffic Control		3%			\$9,000		\$8,000		\$3,000		\$3,000		\$23,000
SUBTOTAL MISCELLANEOUS COSTS:						\$64,000		\$60,000		\$21,000		\$21,000		\$166,000
ESTIMATED TOTAL CONSTRUCTION COSTS without Contingency:						\$334,700		\$318,900		\$104,670		\$104,670		\$862,940
1	Contingency or "risk" (10% to 30%)		15%			\$51,000		\$48,000		\$16,000		\$16,000		\$131,000
ESTIMATED TOTAL CONSTRUCTION COSTS PLUS CONTINGENCY:						\$385,700		\$366,900		\$120,670		\$120,670		\$993,940
INFLATION COST (CURRENT YR. TO YR. OF OPENING)														
			Years	3%	1	\$11,600	1	\$11,100	1	\$3,700	1	\$3,700		\$30,100
TOTAL PROJECT COST (OPENING YEAR DOLLARS)						\$397,300		\$378,000		\$124,370		\$124,370		\$1,024,040

NOTE: (1) Includes aggregate base class 5.
(2) Includes aggregate base class 5.
(3) Does not include pavement edge drains, see separate item.

Utility Agreements based upon:
R/W Acquisitions based upon:



DATE: March 15, 2022
CONSENT

AGENDA ITEM: Authorize Engineering Services for Well No. 1 Abandonment and Pumphouse Demolition

SUBMITTED BY: Jack Griffin, City Engineer

REVIEWED BY: Kristina Handt, City Administrator
Marty Powers, Public Works Director
Chad Isakson, Project Engineer

ISSUE BEFORE COUNCIL: Should the City Council authorize engineering services for the sealing and abandonment of Well No. 1 and demolition of the Pumphouse?

BACKGROUND: In 2019, The City of Lake Elmo entered into a grant agreement with the MPCA to replace the lost capacity for Well No. 1 which became impacted by PFAS and was decommissioned in 2018. The MPCA grant agreement (SWIFT Contract: 155932) covers 90% of the total project costs necessary to construct a new high-capacity water supply well (Well No. 5) and to seal Well No. 1. Since entering into the agreement, the City has completed the construction of Production Well No. 5, Pumphouse No. 5, and the Well No. 5 Connecting Trunk Watermain projects and the new water supply well was placed into service in April 2021.

PROPOSAL DETAILS/ANALYSIS: To initiate the sealing/abandonment work for Well No. 1, the City Engineer, together with Bolton and Menk, have developed a scope of work for the design and construction services for the remaining work under the MPCA Grant Agreement. The Project will include Engineering Services for sealing and abandoning Well #1 and demolition of the Pumphouse located in the Old Village at the south end of Langly Court North.

The work will include removal of the well pump and abandoning/sealing the well. The pumphouse building will be demolished and the site will be restored with bituminous pavement. The services of American Engineering and Testing (AET) are included to complete an Asbestos and Regulated Waste Assessment of the pumphouse building. The MN-DNR will be conducting an initial sounding and downhole investigation of the well after the pump is pulled, but before any abandonment work is completed. The contract documents will be prepared to coordinate the work by the MN-DNR.

The engineering services will include the preparation of plans and specifications and contract documents to be prepared and bid as one bid package, rather than soliciting quotes for the work. Contract documents will be prepared to incorporate the requirements of the grant agreement including insurance, prevailing wage, or other stipulations. Bids will be received online through QuestCDN. Engineering services will also include Construction Administration throughout the construction phase of the improvements and part-time construction observation services to be performed as necessary and at critical times to oversee that the work is performed in accordance with the plans and specifications. Once the construction work is completed, record plans of the completed work will be prepared and delivered to the city.

FISCAL IMPACT: The project is funded through the MPCA grant agreement dated July 3, 2019 (SWIFT Contract: 155932). Total Project Costs are funded 90% through the MPCA Grant. The remaining 10% city cost share is funded through the Water Core Fund. Approval of this motion does not commit the council to

the project construction costs. Once contractor bids are received, the actual construction costs will be known and the council will be asked to consider entering into a contract to complete the work.

RECOMMENDATION: Staff is recommending that the City Council authorize, *as a part of the consent agenda*, engineering services by FOCUS Engineering and Bolton and Menk for the sealing and abandonment of Well No. 1 and demolition of the Pumphouse. If this item is removed from the *consent agenda*, the recommended motion for the action is as follows:

“Move to authorize engineering services by FOCUS Engineering and Bolton and Menk, Inc. for the sealing and abandonment of Well No. 1 and demolition of the Pumphouse in the amount not to exceed \$47,000”.

ATTACHMENTS:

1. Task Order No. 21 – Well #1 Abandonment and Pumphouse Demolition.

In accordance with ARTICLE 1 of the Master AGREEMENT between the City of Lake Elmo ("CITY") and Bolton and Menk, Inc. ("ENGINEER"), dated **MARCH 20, 2013** ("AGREEMENT"), the ENGINEER agrees to provide Professional Engineering Support Services as follows:

WELL #1 ABANDONMENT AND PUMPHOUSE DEMOLITION

PROJECT OVERVIEW: The Project includes Engineering Services for sealing and abandoning Well #1 and demolition of the Pumphouse located in the Old Village at the south end of Langly Court North. The well was previously decommissioned in 2018 due to PFAS contamination.

The scope of the improvements will include removal of the well pump and abandoning/sealing the well. The pumphouse building will be demolished and the site will be restored with bituminous pavement. The services of American Engineering and Testing (AET) are included to complete an Asbestos and Regulated Waste Assessment of the pumphouse building, to be performed as part of the design phase services. The DNR will be conducting an initial sounding and downhole investigation of the well after the pump is pulled, but before any abandonment work is completed. The contract documents will be prepared to coordinate this work. Ten (10) days will be provided in the contract for the DNR to conduct their investigation after the pump is pulled.

The engineering services will include the preparation of plans and specifications and contract documents to be prepared and bid as one bid package, rather than soliciting quotes for the work. Bids will be received online through QuestCDN. Specifications will be prepared for the well abandonment, building demolition, and site restoration. Construction plan sheets for the well abandonment, building demolition, and site restoration will be prepared as necessary to depict the proposed work. A construction cost estimate of the proposed work will be prepared and submitted to the city as part of the deliverables for the design documents. Mike Warner, P.E. will serve as the overall Project Manager. Seth Peterson, P.E., will coordinate and lead the well abandonment and building demolition.

Engineering services will also include Construction Administration throughout the construction phase of the improvements and part-time construction observation services to be performed as necessary and at critical times to oversee that the work is performed in accordance with the plans and specifications. Once the construction work is completed, record plans of the completed work will be prepared and delivered to the city.

The project is funded through a MPCA grant agreement dated July 3, 2019 (SWIFT Contract: 155932). Contract documents will be prepared to incorporate the requirements of the grant agreement including insurance, prevailing wage, or other stipulations. The grant agreement expires on June 30, 2022, therefore, the Project needs to be fully completed and closed out by that date.

SERVICES TO BE PROVIDED BY ENGINEER: Bolton and Menk, Inc. shall provide the following Professional Engineering Services:

1. Project Management throughout the course of work for one complete bid package, and construction phase services, including submittal of a weekly progress memo and job to date budget form.
2. Design phase services, including preparation of Plans, Specifications, and Contract Documents.
 - Project Kick-off meeting with City staff.
 - Site visits as necessary to verify and review existing conditions and survey.
 - Survey: Topographic survey of existing conditions within project limits for the purposes of preparing site plan and design documents.
 - Complete a private utility locate request, identify location of the utilities on the plans, and complete design with location of private utilities in mind.
 - Complete an Asbestos and Regulated Waste Assessment of the pumphouse building.
 - Prepare construction plans and specifications for bidding purposes. Plans and Specifications will incorporate Contract Documents required by the MPCA Grant Agreement dated July 3, 2019 (SWIFT Contract: 155932).
 - Include in the Contract Documents coordination requirements to allow the DNR to conduct an initial sounding and downhole investigation of the well after the pump is pulled, but before any abandonment work is completed. Ten (10) days will be provided in the contract for the DNR to conduct their investigation after the pump is pulled.
 - Provide 60% plans and specifications to the City for review.
 - Provide 90% plans and specifications to City for review.
 - Revise and prepare final plans and specifications based on City comments.
 - Prepare Opinion of Probable Construction Cost based on final plans.
 - Identify permits required to complete the proposed work. Each design shall incorporate measures to meet compliance requirements for all permits necessary.
 - Prepare and submit any necessary permit applications for approval.

DELIVERABLES

- Plans in Electronic (PDF) and Hard Copy format (2 copies 11" x 17").
- Specifications for in electronic and hard copy format (1 copy for the City and the appropriate number for contracts and required permits).
- Engineer's opinion of probable costs at 90% and 100% plan review.
- Design memorandum summarizing final design assumptions and performance criteria incorporated into the project design.
- Identification of easements on the plans, if needed for the construction of the project.
- Identification of anticipated conflicts with private utilities due to construction.

3. Bidding Phase Services

- Prepare “Advertisement for Bids” for submittal to Stillwater Gazette and Quest CDN.
- Distribute plans and specifications for each project as requested by bidders.
- Maintain plan holder’s list.
- Respond to bidders’ questions and issue addenda as necessary.
- Tabulate bids in electronic format.
- Prepare contract award recommendation letter.

4. Construction Phase Services

- Organize, coordinate, and jointly lead pre-construction conference and progress meetings during construction, as needed. Provide and distribute meeting minutes.
- Assist the City in procuring testing services as may be required.
- Provide construction staking for site work as needed.
- Review Contractor submittals (shop drawings) for products and equipment.
- Issue contract document clarifications as required.
- Process contract change order requests, if required.
- Review contractor-submitted construction progress schedules.
- Review contractor pay requests.
- Provide periodic construction observation as necessary and at critical times during the work to oversee that the work is performed in accordance with the plans and specifications.
- Provide Substantial Completion inspection and punch list for Contractor and issue Certificate of Substantial Completion when appropriate.
- Provide Final Completion inspection for Contractor and issue Certificate of Final Completion when appropriate.
- Review final submittal from Contractor with respect to conformance with the Contract Documents.
- Prepare and submit record drawings in electronic format (AutoCAD, GIS and PDF) and hard copy format.

CITY’S RESPONSIBILITIES: The City (or its Consultant) will provide the following:

1. Coordination with the public and conduct public meetings.
2. Presentation(s) to the City Council.
3. Easement acquisition, if needed.
4. Provide answers to project questions and direct changes in the scope of work, if needed.
5. Review of 60% and 90% Plans and Specifications.
6. Pay all permit and plan review fees for agencies as required.
7. Pay all costs associated with Advertisement for Construction Bids.
8. Attend bid opening.
9. Attend pre-construction conference and construction progress meetings.

TIMES FOR RENDERING SERVICES: ENGINEER shall perform its services and provide final deliverables in a timely and appropriate manner, and shall schedule the bid date and completion deadlines for the project contractors, including final inspections and final project documentation, all in accordance with the MPCA Grant Agreement dated July 3, 2019 (SWIFT Contract: 155932). The grant agreement expires on June 30, 2022.

CITY'S REPRESENTATIVE AND CONTRACT ADMINISTRATION: The CITY's representative with respect to services rendered by ENGINEER under this TASK ORDER shall be the Assistant City Engineer. Project correspondence must be addressed to:

Chad Isakson, P.E., Assistant City Engineer
City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042
651.300.4283
Email: Chad.Isakson@FOCUSengineeringinc.com

COMPENSATION: Invoices shall be submitted once each month and should be sent to the attention of the Assistant City Engineer. Compensation to ENGINEER shall be based on the hourly billing rates for each staff as assigned and provided in the ENGINEER's Proposal for the work in the following not to exceed amounts:

TOTAL ENGINEERING SERVICES	\$ 36,864
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ADDITIONAL SERVICES: If authorized by the City, ENGINEER shall furnish or obtain from others Additional Services which are not considered under this Task Order. Such services shall be compensated for on an Hourly Rate basis in an amount approved by the City prior to any services being started or as otherwise mutually agreed. The City is not obligated to compensate ENGINEER for services completed outside the approved scope of work which are completed prior to ENGINEER submitting a written request to the City, and receiving written approval of the City.

APPROVAL AND ACCEPTANCE: Approval and Acceptance of this Task Order, including the attachment(s) listed above, shall incorporate this document as part of the AGREEMENT. ENGINEER is authorized to begin performance of services upon receipt of a copy of this Task Order signed by CITY.

The Effective Date of this Task Order is **March 15, 2022**.

BOLTON AND MENK, INC.

CITY OF LAKE ELMO, MINNESOTA

By _____

By _____

(Authorized Principal of the Firm)

City Administrator

DETAILED COST ESTIMATE

Client:	City of Lake Elmo	BOLTON & MENK, INC.								
Project:	Well 1 Abandonment									
TASK NO.	WORK TASK DESCRIPTION	Mike Warner	Seth Peterson	Herman Dharmarajah	Project Engineer	Design Technician	Field Technician	Clerical	Total Hours	Total Cost
1.0	Project Management	10	0	0	0	0	0	0	10	\$1,740
2.0	Preparation of Plans and Specifications, and Contract Documents	6	10	30	10	12	0	7	75	\$15,980
3.0	Bidding	5	0	2	0	0	0	5	12	\$1,990
4.0	Construction Services	22	8	20	12	4	10	2	78	\$15,474
TOTAL HOURS		43	18	52	22	16	10	14	175	
AVERAGE HOURLY RATE		\$174.00	\$235.00	\$290.00	\$145.00	\$140.00	\$145.00	\$108.00		
SUBTOTAL		\$7,482	\$4,230	\$15,080	\$3,190	\$2,240	\$1,450	\$1,512		
Subconsultant (Asbestos and Hazardous Waste Assessment)										\$1,680
TOTAL FEE										\$36,864



DATE: March 15, 2022
CONSENT

AGENDA ITEM: Approve Change Order No. 1 for the Whistling Valley Street and Utility Improvements

SUBMITTED BY: Mark Scholle, Project Engineer

REVIEWED BY: Kristina Handt, City Administrator
Marty Powers, Public Works Director
Jack Griffin, City Engineer

ISSUE BEFORE COUNCIL: Should the City Council approve Change Order No. 1 for the Whistling Valley Street and Utility Improvements?

BACKGROUND: Jacon, LLC was awarded a construction contract on January 4, 2022 to complete the Whistling Valley Street and Utility Improvements. Staff is currently processing Contract Documents and preparing the project to begin construction in mid to late April. The project has a substantial completion date of October 14, 2022 and final completion date of November 25, 2022.

PROPOSAL DETAILS/ANALYSIS: While processing Contract Documents, after the council awarded the project, it was discovered that the Bid Package for the improvements had inadvertently omitted the documentation necessary to make the Contract subject to the prevailing wage and insurance requirements as outlined in the MPCA Grant Agreement. Change Order No. 1 is being processed to revise the Contract Documents to include the State Grant requirements. Jacon LLC has submitted Change Order No. 1 to address additional costs associated with meeting these added project requirements.

FISCAL IMPACT: This change order will increase the contract in the amount of \$141,959.85 bringing the revised construction contract to \$2,412,566.30. With this change order, the project remains within the authorized budget and contingencies, and MPCA Grant amount.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the Consent Agenda*, Change Order No. 1 for the Whistling Valley Street and Utility Improvements. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Change Order No. 1 for the Whistling Valley Street and Utility Improvements, thereby increasing the contract amount by \$141,959.85”.

ATTACHMENTS:

1. Change Order No. 1.

CONTRACT CHANGE ORDER FORM

CITY OF LAKE ELMO, MINNESOTA
WHISTLING VALLEY STREET AND UTILITY IMPROVEMENTS
PROJECT NO. 2020.123

FOCUS ENGINEERING, inc.

CHANGE ORDER NO. 1

DATE: March 15, 2022

TO: JACON LLC, 3900 Labore Road, Vadnais Heights, MN 55110

This Document will become a supplement to the Contract and all provisions will apply hereto. The Contract Documents are modified as follows upon execution of this Change Order.

CHANGE ORDER DESCRIPTION / JUSTIFICATION:

This change order is being processed to amend the Contract to require the Contractor to pay prevailing wages for all construction activities on the project. The payment of prevailing wages for all work on this project are a requirement of the project funding source in accordance with the Minnesota Pollution Control Agency Grant Agreement dated April 2, 2021. The prevailing wage requirement was not included in the Contract Documents that were part of the original bid package. Unit price increases are proposed for the following line items to facilitate prevailing wages and trucking rates as set forth by the attached prevailing wage requirements to become part of the Contract Documents for the Project.

Attachments (list documents supporting change): 1) Change Order No. 1 Unit Price Change Description/Justification Detail; 1 page

2) Change Order No. 1 Revised Contract Quantities and Unit Prices; 2 pages.

3) State Funded Only Construction Contracts, Special Provisions Division A - Labor; 14 pages.

4) Document 00 73 44 Wage Determination Schedule; 13 pages.

5) Document 00 73 45 Minnesota Labor and Wage Rate Requirements; 2 pages.

6) JACON LLC Change Order request with supporting wage rate increase documentation; 6-pages.

ITEM	DESCRIPTION OF PAY ITEM	UNIT	QTY	UNIT PRICE INCREASE	INCREASE/(DECREASE)
1	Mobilization	Lump Sum	1	\$11,000.00	\$11,000.00
2	Clearing and Grubbing	Acre	1	\$1,812.90	\$1,812.90
9	Remove Bituminous Pavement (P)	Sq Yd	23,218	\$1.50	\$34,827.00
12	Salvage and Reinstall Mail Box Assembly	Each	37	\$61.89	\$2,289.93
18	Aggregate Base CI 6 (CV)(P)	Cu Yd	4,890	\$1.20	\$5,868.00
19	Common Excavation (P)	Cu Yd	3,869	\$5.30	\$20,505.70
42	10" HDPE DR 11 Watermain (Directional Drilling) w/ 4700 lb Tracer Wire	Lin Ft	6,691	\$9.65	\$64,568.15
56	Sodding Type Mineral	Sq Yd	6,401	\$0.17	\$1,088.17
NET CONTRACT CHANGE					\$141,959.85

Amount of Original Contract	\$	2,270,606.45
Sum of Additions/Deductions approved to date (CO #1)	\$	0.00
Contract Amount to date	\$	2,270,606.45
Amount of this Change Order (ADD) (DEDUCT) (NO CHANGE)	\$	141,959.85
Revised Contract Amount	\$	2,412,566.30

The Contract Period for Completion will be (~~UNCHANGED~~) (~~INCREASED~~) (~~DECREASED~~) days

APPROVED BY ENGINEER: FOCUS Engineering, inc.

Mark A. Scholtz
ENGINEER
3-8-2022

DATE

APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA

BY _____

DATE

APPROVED BY CONTRACTOR

John Dreshar
Digitally signed by John Dreshar
DN: C=US, E=John@jacoconco.com,
O=JACON LLC, CN=John Dreshar
Date: 2022.03.09 13:13:45-0600
BY 3/9/2022

DATE

BY _____

DATE

CHANGE ORDER NO.

1

WHISTLING VALLEY STREET AND UTILITY IMPROVEMENTS

CITY OF LAKE ELMO, MINNESOTA

PROJECT NO. 2020.123

FOCUS ENGINEERING, inc.

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CHANGE ORDER			DESCRIPTION / JUSTIFICATION
			QUANTITY	UNIT PRICE	AMOUNT	
1	Mboilization	Lump Sum	1.0	\$11,000.00	\$11,000.00	Increase in the bid unit price reflective of the increase in wage and trucking rates to meet the added prevailing wage requirements.
2	Clearing and Grubbing	Acre	1.0	\$1,812.90	\$1,812.90	Increase in the bid unit price reflective of the increase in wage and trucking rates to meet the added prevailing wage requirements.
9	Remove Bituminous Pavement (P)	Sq Yd	23,218.0	\$1.50	\$34,827.00	Increase in the bid unit price reflective of the increase in wage and trucking rates to meet the added prevailing wage requirements.
12	Salvage and Reinstall Mail Box Assembly	Each	37.0	\$61.89	\$2,289.93	Increase in the bid unit price reflective of the increase in wage and trucking rates to meet the added prevailing wage requirements.
18	Aggregate Base CI 6 (CV)(P)	Cu Yd	4,890.0	\$1.20	\$5,868.00	Increase in the bid unit price reflective of the increase in wage and trucking rates to meet the added prevailing wage requirements.
19	Common Excavation (P)	Cu Yd	3,869.0	\$5.30	\$20,505.70	Increase in the bid unit price reflective of the increase in wage and trucking rates to meet the added prevailing wage requirements.
42	10" HDPE DR 11 Watermain (Directional Drilling) w/4700 lb Tracer Wire	Lin Ft	6,691.0	\$9.65	\$64,568.15	Increase in the bid unit price reflective of the increase in wage and trucking rates to meet the added prevailing wage requirements.
56	Sodding Type Mineral	Sq Yd	6,401.0	\$0.17	\$1,088.17	Increase in the bid unit price reflective of the increase in wage and trucking rates to meet the added prevailing wage requirements.

TOTALS - CHANGE ORDER NO. 1

\$141,959.85

CONTRACT - CHANGE ORDER NO.1

WHISTLING VALLEY UTILITY AND STREET IMPROVMENTS
CITY OF LAKE ELMO, MINNESOTA
PROJECT NO. 2020.123

FOCUS ENGINEERING, inc.

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT		
			QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION**	LUMP SUM	1	\$122,784.30	\$122,784.30
2	CLEARING AND GRUBBING**	ACRE	1	\$12,012.90	\$12,012.90
3	REMOVE CONCRETE CURB AND GUTTER	LIN FT	4679	\$5.43	\$25,406.97
4	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	13	\$31.05	\$403.65
5	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	30	\$10.35	\$310.50
6	SALVAGE AND REINSTALL DRIVEWAY PAVERS	SQ YD	34	\$190.00	\$6,460.00
7	SAWING PAVEMENT (FULL DEPTH)	LIN FT	670	\$5.00	\$3,350.00
8	REMOVE SEWER PIPE (STORM)	SQ YD	55	\$35.00	\$1,925.00
9	REMOVE BITUMINOUS PAVEMENT (P)**	SQ YD	23218	\$5.00	\$116,090.00
10	REMOVE BITUMINOUS WALK	SQ YD	200	\$10.35	\$2,070.00
11	REMOVE SIGN	EACH	19	\$45.00	\$855.00
12	SALVAGE AND REINSTALL MAIL BOX ASSEMBLY**	EACH	37	\$341.89	\$12,649.93
13	ADJUST CASTING	EACH	46	\$200.00	\$9,200.00
14	ADJUST CATCH BASIN	EACH	18	\$150.00	\$2,700.00
15	REMOVE CASTING	EACH	12	\$50.00	\$600.00
16	GEOTEXTILE FABRIC, TYPE V	CU YD	10448	\$0.79	\$8,253.92
17	GEOGRID	SQ FT	824	\$7.32	\$6,031.68
18	AGGREGATE BASE CL 6 (CV)(P)**	CU YD	4890	\$31.20	\$152,568.00
19	COMMON EXCAVATION (P)**	CU YD	3869	\$20.30	\$78,540.70
20	STREET SWEEPING	HOURL	40	\$120.00	\$4,800.00
21	TYPE SP 9.5 WEARING COURSE MIX (2,C)	TON	2210	\$90.00	\$198,900.00
22	TYPE SP 12.5 WEARING COURSE MIXTURE (2,C)	TON	2945	\$83.00	\$244,435.00
23	TYPE SP 9.5 WEARING COURSE MIX (2,B) (DRIVEWAYS & TRAIL)	TON	200	\$156.00	\$31,200.00
24	BITUMINOUS MATERIAL FOR TACK COAT	GAL	1628	\$2.00	\$3,256.00
25	4" PVC SCHEDULE 40 PERF PE PIPE DRAIN W/ BACKFILL AND WRAP	LIN FT	1458	\$14.00	\$20,412.00
26	DRAINTILE CLEANOUT	EACH	14	\$250.00	\$3,500.00
27	12" HDPE STORM SEWER PIPE	LIN FT	55	\$21.00	\$1,155.00
28	12" FLARED END SECTION	EACH	1	\$420.00	\$420.00
29	6" CONCRETE HEADWALL	EACH	1	\$12,300.00	\$12,300.00
30	CONCRETE FLUME	EACH	2	\$1,500.00	\$3,000.00
31	FURNISH AND INSTALL CASTING ASSEMBLY R-3067-V	EACH	18	\$675.00	\$12,150.00
32	CONNECT DRAINTILE TO EXISTING STORM STRUCTURE	EACH	14	\$500.00	\$7,000.00
33	CONNECT TO EXISTING WATERMAIN	EACH	2	\$4,025.00	\$8,050.00
34	HYDRANT AND GATE VALVE ASSEMBLY	EACH	12	\$7,500.00	\$90,000.00
35	10" HDPE TO 8" DIP TRANSITION FITTING	EACH	71	\$770.00	\$54,670.00
36	1.5" CURB STOP & BOX	EACH	37	\$485.00	\$17,945.00
37	1.5" CORPORATION STOP	EACH	37	\$550.00	\$20,350.00
38	1.5" TYPE K COPPER PIPE	LIN FT	1189	\$36.60	\$43,517.40
39	8" GATE VALVE AND BOX	EACH	11	\$3,283.15	\$36,114.65
40	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	112	\$116.70	\$13,070.40
41	8" WATERMAIN DUCTILE IRON CL 52	LIN FT	816	\$81.00	\$66,096.00
42	10" HDPE DR 11 WATERMAIN (DIRECTIONAL DRILLING) W/ 4700 LB TRACER WIRE**	LIN FT	6691	\$71.25	\$476,733.75

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT		
			QUANTITY	UNIT PRICE	AMOUNT
43	4" INSULATION	SQ YD	56	\$34.00	\$1,904.00
44	DUCTILE IRON FITTINGS	LB	3040	\$6.83	\$20,763.20
45	CONCRETE CURB AND GUTTER DESIGN D412	LIN FT	3849	\$30.36	\$116,855.64
46	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	1310	\$30.80	\$40,348.00
47	24" CONCRETE RIBBON CURB	LIN FT	5284	\$13.86	\$73,236.24
48	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	13	\$110.00	\$1,430.00
49	INSTALL CONCRETE PEDESTRIAN RAMP	EACH	19	\$2,079.00	\$39,501.00
50	TRAFFIC CONTROL	LUMP SUM	1	\$6,500.00	\$6,500.00
51	SIGN PANELS TYPE C	SQ FT	63.31	\$130.00	\$8,230.30
52	SIGN PANELS TYPE SPECIAL (STREET NAME SIGN)	EACH	10	\$340.00	\$3,400.00
53	SILT FENCE PREASSEMBLED	LIN FT	1000	\$3.00	\$3,000.00
54	STORM DRAIN INLET PROTECTION	EACH	34	\$220.00	\$7,480.00
55	COMMON TOPSOIL BORROW PULVERIZED (LV)	CU YD	678	\$40.25	\$27,289.50
56	SODDING TYPE MINERAL**	SQ YD	6401	\$11.67	\$74,699.67
57	SEEDING (SEED MIXTURE TYPE 25-141)	ACRE	0.5	\$4,500.00	\$2,250.00
58	EROSION CONTROL BLANKETS CATEGORY 3N	SQ YD	2505	\$2.60	\$6,513.00
59	CLASS 3 RIP-RAP WITH GEOTEXTILE FABRIC	CY YD	50	\$149.50	\$7,475.00
60	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	2	\$1,750.00	\$3,500.00
61	SEDIMENT CONTROL LOG	LIN FT	12301	\$3.00	\$36,903.00
			\$2,412,566.30		

NOTE: ** PREVAILING WAGE COSTS INCLUDED IN UNIT PRICE PER CHANGE ORDER NO.1

TOTALS - BASE CONTRACT

\$2,412,566.30

STATE FUNDED ONLY CONSTRUCTION CONTRACTS

SPECIAL PROVISIONS DIVISION A - LABOR

I. INTRODUCTION

- A. **Policy Statement.** It is in the public interest that public buildings and other public works projects be constructed and maintained by the best means and the highest quality of labor reasonably available and that persons working on public works projects be compensated according to the real value of the services they perform.¹
- B. **State Regulations Govern.** This Contract is subject to the Minnesota Prevailing Wage Act², Minnesota Fair Labor Standards Act³, Minnesota Rules⁴, Minnesota Department of Labor and Industry (MnDLI) Wage Decision(s), and the MnDLI Truck Rental Rate Schedule.
- C. **Purpose.** These provisions: (1) outline your obligations under state and federal laws, rules and regulations; (2) explain the requirements necessary to demonstrate compliance; and (3) explain the processes that the Department will undertake to ensure compliance.
- D. **Questions or Resources.** Please visit the Minnesota Department of Transportation (MnDOT) Labor Compliance Unit (LCU) website at: www.dot.state.mn.us/const/labor.

II. DEFINITIONS

Many of the terms used in these provisions are defined in MnDOT's Standard Specifications for Construction,⁵ unless defined below.

- A. **Apprentice.** A Worker at least 16 years of age who is employed to learn an apprenticeable trade or occupation in a registered apprenticeship program.⁶
- B. **Bona Fide.** Made or carried out in good faith; authentic.⁷
- C. **Certified Payroll Report (CPR).** A report comprised of two components; (1) a payroll report, and (2) a statement of compliance report.⁸
- D. **Contractor.** An individual or business entity that is engaged in construction or construction service-related activities including trucking activities either directly or indirectly through a Contract, or by Subcontract with the Prime Contractor, or by a further Subcontract with any other person or business entity performing Work.⁹
- E. **Employer.** An individual, partnership, association, corporation, business trust, or other business entity that hires a Worker.¹⁰
- F. **Fringe Benefit.** An employment benefit given in addition to a Worker's wages or salary.¹¹
- G. **Independent Truck Owner/Operator (ITO).** An individual, partnership, or principal stockholder of a corporation who owns or holds a vehicle under lease and who contracts that vehicle and the owner's services to an entity which provides construction services to a public works project.¹²

¹ Minn. Stat. 177.41

² Minn. Stat. 177.41 to 177.44

³ Minn. Stat. 177.21 to 177.35

⁴ Minn. R. 5200.1000 to 5200.1120

⁵ MnDOT Standard Specifications for Construction, Section 1103

⁶ Minn. Stat. 178.011, Subdivision 2

⁷ The American Heritage College Dictionary, Third Edition, 2000

⁸ Minn. R. 5200.1106, Subpart 10

⁹ Minn. R. 5200.1106, Subpart 2(D)

¹⁰ Minn. Stat. 177.42, Subdivision 7

¹¹ The American Heritage College Dictionary, Third Edition, 2000

¹² Minn. R. 5200.1106, Subpart 7(A)

- H. **Journeyworker.** A person who has attained a level of skill, abilities, and competencies recognized within and industry as having mastered the skills and competencies required for the trade or occupation.¹³
- I. **Prime Contractor.** An individual or business entity that enters into a Contract with the Department.¹⁴
- J. **Subcontract.** A Contract that assigns some obligations of a prior Contract to another party.¹⁵
- K. **Substantially In Place.** Mineral aggregate is deposited on the project site directly or through spreaders where it can be spread from or compacted at the location where it was deposited.¹⁶
- L. **Total Prevailing Wage Rate.** The sum of the prevailing hourly “basic” and “fringe” rate that is established in a Wage Decision.
- M. **Trucking Broker (Broker).** An individual or business entity, the activities of which include, but are not limited to: contracting to provide trucking services in the construction industry to users of such services, contracting to obtain such services from providers of trucking services, dispatching the providers of the services to do Work as required by the users of the services, receiving payment from the users in consideration of the trucking services provided, and making payment to the providers for the services.¹⁷
- N. **Trucking Firm/Multiple Truck Owner (MTO).** Any legal business entity that owns more than one vehicle and hires the vehicles out for services to Trucking Brokers or Contractors on public works projects.¹⁸
- O. **Truck Rental Rate Schedule.** A document prepared by the MnDLI through a Contractor survey process that identifies the required hourly Total Prevailing Wage Rate and operating cost for various types of trucks that perform hauling activities (Work) under a Contract that is funded in whole or in part with state funds.¹⁹
- P. **Wage Decision.** A document prepared by the MnDLI through a Contractor survey process that identifies the required hourly basic rate of pay and hourly Fringe Benefits for various labor classifications that perform Work under a Contract that is funded in whole or in part with state funds.²⁰
- Q. **Work (Work).** All construction activities associated with a public works project, including any required hauling activities on-the-site-of or to-or-from a public works project and conducted pursuant to a Contract, regardless of whether the construction activity or Work is performed by the Prime Contractor, subcontractor, Trucking Broker, Trucking Firm (MTO), ITO, independent contractor, or employee or agent of any of the foregoing entities.²¹
- R. **Worker (Laborer or Mechanic).** A Worker in a construction industry labor class identified in or pursuant to Minnesota Rules 5200.1100, Master Job Classifications.²²

III. APPLICATION & UNDERSTANDING

- A. **Provisions & Prevailing Wage Rates Apply.** These provisions, along with the prevailing Wage Decision(s) that are incorporated into the Contract, apply to all Contractors contracting to do all or part of the Work.²³

¹³ Minn. Stat. 178.011, Subdivision 9

¹⁴ Minn. R. 5200.1106, Subpart 2(C)

¹⁵ The American Heritage College Dictionary, Third Edition, 2000

¹⁶ Minn. R. 5200.1106, Subpart 5(C)

¹⁷ Minn. R. 5200.1106, Subpart 7(C)

¹⁸ Minn. R. 5200.1106, Subpart 7(B)

¹⁹ Minn. R. 5200.1105

²⁰ Minn. R. 5200.1020 to 5200.1060

²¹ Minn. R. 5200.1106, Subpart 2(A)

²² Minn. R. 5200.1106, Subpart 5(A)

²³ Minn. Stat. 177.44, Subdivision 1

- B. **Truck Rental Rates Apply.** The Truck Rental Rate Schedule incorporated into the Contract applies to all hired trucking entities that perform covered hauling activities related to the project.²⁴
- C. **Prevailing Wage Terms Must Be Included in All Contracts.** The Prime Contractor is required to ensure that all subcontractors performing Work receive the Contract Wage Decision(s), Truck Rental Rate Schedule, and a copy of these provisions with their written Subcontracts, agreements and/or purchase orders.²⁵
- D. **Responsible for Understanding All Requirements.** Each Contractor is responsible for understanding all laws, rules, regulations, plans, and specifications that are incorporated physically, or by reference, into the Contract.²⁶
- E. **E-Verify.** For services valued in excess of \$50,000, the Contractor certifies that as of the date of services performed on behalf of State, the Contractor will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work under the contract. The Prime Contractor is responsible to collect all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with the Prime Contractor and made available to the State upon request.

IV. **VENDOR REGISTRATION**

Vendor Registration Required. A Contractor that performs Work, supplies material, or product must be registered with MnDOT. The Contractor must complete and submit a vendor form²⁷ to the MnDOT LCU²⁸, along with all applicable documentation that is required. This registration process is separate and distinct from other state agency requirements.

V. **LABOR CLASSIFICATIONS**

- A. **Labor Classification Assignment.** A Worker must be paid at least the Total Prevailing Wage Rate in the same or most similar trade or occupation.²⁹ To determine the appropriate labor classification for a Worker, a Contractor must refer to the Wage Decision(s) incorporated into the Contract, the labor classification descriptions for laborers and special crafts established in Minnesota Rules or the United States Department of Labor's Dictionary of Occupational Titles.³⁰
- B. **Labor Classification Clarification & Disputes.** A Contractor needing assistance in determining a labor classification must submit a Classification Clarification Request³¹ to the MnDOT LCU for a written decision. If the Contractor chooses to contest the classification assignment, it must provide written notice to the MnDOT LCU. The MnDOT LCU will forward the matter to the MnDLI for a final ruling.
- C. **Performing Work in Multiple Labor Classifications.** For Workers performing Work in multiple labor classifications, the Contractor must compensate at a minimum the Total Prevailing Wage Rate, and report the hours worked, in each applicable labor classification.³²

VI. **WAGE DECISION(S) & WAGE RATE(S)**

- A. **Applicability of a Highway and Heavy Wage Decision.** A highway and heavy Wage Decision applies to a Worker that is engaged in a construction activity or performing Work to construct or maintain a highway or other public works project, such as a road, street, airport runway, bridge,

²⁴ Minn. Stat. 177.44, Subdivision 3

²⁵ MnDOT Standard Specifications for Construction, Section 1801

²⁶ MnDOT Standard Specifications for Construction, Section 1701

²⁷ www.dot.state.mn.us/const/labor/documents/forms/contractorform2016.pdf for www.dot.state.mn.us/const/labor/documents/forms/truckvendorform2016.pdf

²⁸ lcusupport.dot@state.mn.us

²⁹ Minn. Stat. 177.44, Subdivision 1

³⁰ Minn. R. 5200.1101 and 1102 and USDOL Dictionary of Occupational Titles

³¹ <http://www.dot.state.mn.us/const/labor/documents/forms/classification-clarification-request.pdf>

³² Minn. Stat. 177.44, Subdivision 1

power plant, dam or utility³³ that is external to a sheltered enclosure (structure). This includes, but is not limited to, the following Work: site clearing; grading; excavating backfilling; paving; curbs; gutters; sidewalks; culverts; bridges; lighting systems; traffic management systems; installing of utilities out from an exterior meter; fuel islands; communication towers; or other activities similar to highway and/or heavy Work.

- B. **Applicability of a Commercial Wage Decision.** A commercial Wage Decision applies to a Worker that is engaged in a construction activity or performing Work to construct a sheltered enclosure (structure) with walk-in access for the purpose of housing persons, machinery, equipment or supplies.³⁴ This includes, but is not limited to, the following Work: constructing foundations, aprons, stoops; framing walls; installing windows, doors, tiling, plumbing, electrical, HVAC systems; roofing; installing utilities into the building from an exterior meter.
- C. **Pay According to Wage Decision(s).**
1. **Contract with One Wage Decision.** If the Contract contains one Wage Decision, the Contractor must examine the Wage Decision and compensate the Worker at a minimum the Total Prevailing Wage Rate for the appropriate labor classification(s).
 2. **Contract with Multiple Highway/Heavy Wage Decisions.** If the Contract contains multiple Highway/Heavy Wage Decisions, the Contractor must examine each Wage Decision and compensate the Worker, at a minimum, the Total Prevailing Wage Rate that is the greatest³⁵ for the appropriate labor classification(s).
 3. **Contract with Highway/Heavy and Commercial Wage Decision(s).** If the Contract contains a Highway/Heavy and Commercial Wage Decision(s), the Contractor must first determine which Wage Decision is applicable to the Worker. The Contractor must then compensate the Worker, at a minimum, the Total Prevailing Wage Rate for the appropriate labor classification(s).
- D. **Must Pay Total Prevailing Wage Rate.** A Contractor must compensate each Worker, at a minimum, the Total Prevailing Wage Rate(s) for all hours worked on the project for the appropriate labor classification(s).³⁶
- E. **Missing Wage Rate.** If a Wage Decision fails to include a wage rate for a labor classification(s) that will be utilized on a project, the Contractor must obtain a wage rate prior to furnishing an estimate, quote or bid.³⁷
1. **Wage Rate Request.** A Contractor must complete a Request for Rate Assignment form³⁸ and submit it to the MnDOT LCU³⁹ for processing.
 2. **No Contract Price Adjustment for Missing Wage Rate.** If MnDLI determines that a higher wage rate applies, the Department will not reimburse the Contractor.
- F. **Salaried Worker.** A salaried Worker is not exempt from these Provisions. A Contractor must convert the Worker's salary to an average hourly rate of pay by dividing the Worker's salary by the total number of hours Worked (government and non-government) during the pay period.⁴⁰ A salaried Worker must be included on a CPR.
- G. **Reduction in Standard (Private) Contractual Regular Rate of Pay Prohibited.** A Contractor must not reduce a Worker's standard, contractual regular rate of pay when the prevailing wage rate(s) certified by the MnDLI is less.⁴¹

³³ Minn. R. 5200.1010, Subdivision 3

³⁴ United States Department of Labor All Agency Memorandum #130

³⁵ Minn. Stat. 177.44, Subdivision 4

³⁶ Minn. Stat. 177.44, Subdivision 1

³⁷ Minn. R. 5200.1030, Subpart 2a(C)

³⁸ <http://www.dot.state.mn.us/const/labor/documents/forms/request-for-rate-assignment.doc>

³⁹ lcusupport.dot@state.mn.us

⁴⁰ Refer to Appendix A

⁴¹ Minn. Stat. 181.03, Subdivision 1(2)

- H. **Prohibited Payment Practices.** A Contractor is prohibited from taking (accepting) a rebate for the purpose of reducing or otherwise decreasing the value of the compensation paid.
- I. **Prohibited Deductions.** No deductions, direct or indirect, may be made for the items listed below which when subtracted from wages would reduce the wages below Minnesota's minimum wage rate as established in section 177.24⁴²
1. **Uniforms.** Purchased or rented uniforms or specifically designed clothing that is required by the Employer, by the nature of employment, or by statute, or as a condition of employment, which is not generally appropriate for use except in that employment.
 2. **Equipment.** Purchased or rented equipment used in employment, except tools of a trade, a motor vehicle, or any other equipment which may be used outside the employment. The cost of the Worker's use of equipment used outside of employment, such as tools, a motor vehicle, cell phone, may be deducted only if an agreement between the Employer and employee existed prior to the deduction.
 3. **Supplies.** Consumable supplies required in the course of employment.
 4. **Travel Expenses.** Travel expenses in the course of employment except those incurred in traveling to and from the employee's residence and place of employment.

VII. HOURS OF WORK

- A. **Work Performed Under the Contract.** A Worker performing Work is subject to prevailing wage for all hours associated with the Contract⁴³, unless the Worker is exempt under state law.⁴⁴
- B. **Wait Time Subject to Prevailing Wage.** A Worker who is required to remain on the project and is waiting to Work because of the fault of the Contractor is considered "engaged to wait" and subject to prevailing wage for the time spent, unless the Worker is completely relieved of duty and free to leave the project for a defined period of time.

VIII. FRINGE BENEFITS

- A. **Funded Fringe Benefit Plan Criteria.** In order for a funded Fringe Benefit (e.g., health/medical insurance, disability insurance, life insurance, pension, etc.) to be considered and creditable towards the Total Prevailing Wage Rate it must be:⁴⁵
1. a contribution irrevocably made by a Contractor on behalf of an Worker to a financially responsible trustee, third person, fund, plan, or program;
 2. carried out under a financially responsible plan or program;
 3. legally enforceable;
 4. communicated in writing to the Worker; and
 5. made available to the Worker once he/she has met all eligibility requirements.
- B. **Unfunded Fringe Benefit Plan Criteria.** In order for a unfunded Fringe Benefit (e.g., vacation, holiday, sick leave, etc.) to be considered and creditable towards the Total Prevailing Wage Rate it must be:⁴⁶
1. reasonably anticipated to provide a benefit;
 2. a commitment that can be legally enforced;

⁴² Minn. Stat. 177.24, Subdivision 4(1-4)

⁴³ Minn. Stat. 177.44, Subdivision 1

⁴⁴ Minn. Stat. 177.44, Subdivision 2 or Minn. R. 5200.1106, Subpart 4

⁴⁵ Minn. Stat. 177.42, Subdivision 6

⁴⁶ Minn. Stat. 177.42, Subdivision 6

3. carried out under a financially responsible plan or program;
 4. communicated in writing to the Worker; and
 5. made available to the Worker once he/she has met all eligibility requirements.
- C. **Fringe Benefit Contributions for Hours Worked.** A Contractor that provides Fringe Benefits to a Worker must make contributions, not less than quarterly⁴⁷, for all hours worked,⁴⁸ including overtime hours, unless it's a defined benefit or contribution plan that provides for immediate participation and immediate or essentially immediate vesting (see subpart D2 of this section).
- D. **Hourly Fringe Benefit Credit.** An hourly Fringe Benefit credit toward the Total Prevailing Wage Rate must be determined separately for each Worker based on one or more of the following methods:
1. **Monthly, Quarterly or Annual Computation Methods.** A Contractor must compute its monthly, quarterly or annual cost of a particular Fringe Benefit and divide that amount by the estimated total number of hours worked (government and non-government) during the time frame used.⁴⁹ Typical plans that require monthly, quarterly or annual computations include but are not limited to: health/medical insurance, disability insurance, life insurance, vacation, holiday, sick leave and defined benefit or contribution pension plans that do not provide for immediate participation and immediate or essentially immediate vesting.
 2. **Fringe Benefit Credit not Requiring Monthly, Quarterly or Annual Computation Methods.** A defined benefit or contribution pension plan that allows for a higher hourly rate of contribution for government work (prevailing wage) than non-government (non-prevailing wage) will be fully credited only if the plan provides for immediate participation and immediate or essentially immediate vesting.
- E. **Wages In Lieu of Fringe Benefits.** A Contractor that does not provide full Fringe Benefits must compensate a Worker the difference between the Total Prevailing Wage Rate and the rate actually paid for the appropriate labor classification(s). The compensation paid is considered wages and subject to tax liabilities.
1. **Overtime.** The cash equivalent (wages paid) made in lieu of Fringe Benefits is excluded from the overtime calculation requirement, unless the cash equivalent (wages paid) is part of the Worker's standard straight time wage.
- F. **Administrative Costs Not Creditable.** Administrative expenses incurred by a Contractor in connection with the administration of a Bona Fide Fringe Benefit plan are not creditable towards the Total Prevailing Wage Rate.
- G. **Federal, State & Local Fringe Benefit Credit Prohibited.** No credit is allowed for benefits required by federal, state or local law, such as: worker's compensation, unemployment compensation, and social security contributions.⁵⁰

IX. OVERTIME

- A. **Overtime after 8 Hours per Day or 40 Hours per Week.** A Contractor must not permit or require a Worker to work longer than the prevailing hours of labor unless the Worker is paid for all hours in excess of the prevailing hours at a rate of at least 1.5 times the hourly basic rate of pay.⁵¹ The prevailing hours of labor is defined as not more than 8 hours per day and more than 40 hours per week.⁵²

⁴⁷ 29 CRF, Part 5.5(a)(1)(i)

⁴⁸ Government and non-government Work

⁴⁹ Refer to Appendix B

⁵⁰ Minn. Stat. 177.42, Subdivision 6

⁵¹ Minn. Stat. 177.44, Subdivision 1 and Refer to Appendix D

⁵² Minn. Stat. 177.42, Subdivision 4

- B. **Wages in Lieu of Fringe Benefits Overtime.** Wages paid in Lieu of Fringe Benefits must be paid for all hours worked under the contract.
- C. **Multiple Labor Classifications and Overtime.** A Worker employed in multiple labor classifications throughout a workweek must be compensated at the applicable labor classification overtime rate in effect during the hours worked in excess of 8 hours per day or 40 hours per week.
- D. **Federal Fair Labor Standards Act (FLSA) and Overtime.** A Contractor subject to the FLSA may be subject to additional overtime compensation requirements.

X. PAYROLLS AND STATEMENTS

- A. **Reporting.** Each Contractor that is performing Work must submit a CPR(s) to the Department.
 - 1. **Payroll Report (Paper).** Each Contractor performing Work must submit a paper (written) payroll report to the Department. The payroll report is available on the MnDOT LCU website.⁵³
 - 2. **Statement of Compliance (Paper).** Each Contractor's paper (written) payroll report must include a paper (written) "Statement of Compliance Form". The "Statement of Compliance Form" must: (1) state whether or not Fringe Benefits are provided to a Worker; (2) provide a description of each benefit, the hourly contribution made on behalf of each Worker, along with fund/plan information; and (3) a signature attesting that the payroll and Fringe Benefit information provided is truthful and accurate.⁵⁴
 - 3. **Electronic Reporting.** If the Contract is subject to electronic reporting, each Contractor performing Work must submit a CPR(s) using the AASHTOWare, Civil Rights Labor (CRL) system. Refer to the **Special Provisions Division S – "Electronic Submission of Payrolls and Statements"** which is incorporated into and found elsewhere in the Contract for detailed requirements.
- B. **Biweekly Payroll Reporting and Payment of Wages.** A CPR(s) must be submitted no later than 14 calendar days after the end of each Contractor's pay period⁵⁵ to the Department. A Contractor must pay its employees at least once every 14 calendar days.⁵⁶
- C. **Payroll Report Data.** Each payroll report must include all Workers that performed Work and provide at a minimum the following information:⁵⁷
 - 1. Contractor's name, address, and telephone number.
 - 2. State project number.
 - 3. Contract number (if applicable).
 - 4. Project number.
 - 5. Payroll report number.
 - 6. Project location.
 - 7. Workweek end date.
 - 8. Each Worker's name, home address, and social security number.⁵⁸
 - 9. Labor classification(s) title(s) and optional three-digit code for each Worker.

⁵³ www.dot.state.mn.us/const/labor/certifiedpayroll.html

⁵⁴ Minn. R. 5200.1106, Subpart 10

⁵⁵ Minn. Stat. 177.43, Subdivision 3

⁵⁶ Minn. Stat. 177.30 (a)(4)

⁵⁷ Minn. Stat. 177.30 (a)(1-4) and Minn. R. 5200.1106, Subpart 10

⁵⁸ Minn. R. 5200.1106, Subpart 10A & Minn. Stat. 13.355, Subdivision 1

10. Hours worked daily and weekly in each labor classification, including overtime hours, for each Worker.
11. Wage rate paid to each Worker for straight time and overtime.
12. Authorized legal deductions for each Worker.
13. Project gross amount, weekly gross amount, and net wages paid to each Worker.

- D. **Prime Contractor to Ensure Compliance.** The Prime Contractor must review the CPR(s) submitted by each lower tier Contractor and sign the "Statement of Compliance Form".⁵⁹ The Prime Contractor must ensure that each lower tier Contractor's CPR(s) include all Workers that performed Work and accurately reflect labor classifications, hours worked, regular and overtime rates of pay, gross earnings for the project and Fringe Benefits.⁶⁰
- E. **Retention of CPR(s).** The Prime Contractor must keep its written CPR(s), including those of all lower tier Contractors, for three (3) years after the final payment is issued.⁶¹
- F. **Retention of Employment-Related Records.** Each Contractor must keep employee records, including, but not limited to: Fringe Benefit statements, time cards, payroll ledgers, check registers and canceled checks⁶² for at least three (3) years after the final payment is issued.⁶³ Other laws may have longer retention requirements.
- G. **Detailed Earning Statement.** At the end of each pay period, each Contractor must provide every Worker, in writing or by electronic means, an accurate, detailed earnings statement.⁶⁴
- H. **Reports and Records Request.** Upon a request from the Department, the Prime Contractor must promptly furnish copies of CPR(s) for its Workers and those of all lower tier Contractors, along with employment-related records, documents, and agreements that the Department considers necessary to determine compliance.⁶⁵

XI. APPRENTICES, TRAINEES AND HELPERS

- A. **Apprentice.** An Apprentice will be permitted to Work at less than the prevailing basic hourly rate only if the Apprentice is:
 1. Registered with the U.S. Department of Labor (DOL), Bureau of Apprenticeship and Training or MnDLI Division of Voluntary Apprenticeship.⁶⁶
 2. Performing Work of the trade, as described in the apprenticeship agreement.
 3. Compensated according to the rate specified in the program for the level of progress.⁶⁷
 4. Supervised by a Journeyworker from the same company, in accordance with the program ratio requirements.⁶⁸
- B. **Ratio Requirement.** If an approved apprenticeship program fails to define a ratio allowance, the first Apprentice must be supervised by a Journeyworker within the same trade or occupation. Any subsequent Apprentice must be supervised by an additional three Journeyworkers.⁶⁹

⁵⁹ MnDOT Standard Specifications for Construction, Section 1701

⁶⁰ MnDOT Standard Specifications for Construction, Section 1801

⁶¹ Minn. Stat. 177.30 (a)(5)

⁶² Minn. R. 5200.1106, Subpart 10

⁶³ Minn. Stat. 177.30 (a)(5)

⁶⁴ Minn. Stat. 181.032

⁶⁵ Minn. Stat. 177.44, Subdivision 7; Minn. Stat. 177.33(a)(5)

⁶⁶ Minn. R. 5200.1070, Subpart 1

⁶⁷ Minn. R. 5200.1070, Subpart 1 and Refer to Appendix C

⁶⁸ Minn. Stat. 178.036, Subdivision 5

⁶⁹ Minn. Stat. 178.036, Subdivision 5

- C. **Failure to Comply with Apprenticeship Requirements.** If a Contractor fails to demonstrate compliance with the terms established in this section, the Contractor must compensate the Apprentice not less than the applicable Total Prevailing Wage Rate for the actual classification of labor performed.⁷⁰
- D. **Trainee and Helper.** A trainee or helper is not exempt from prevailing wage under state law. The Contractor must assign the trainee or helper a labor classification that is the "same or most similar"⁷¹ and compensate the trainee or helper for the actual Work performed regardless of the trainee's or helper's skill level.

XII. INDEPENDENT CONTRACTORS, OWNERS, SUPERVISORS, AND FOREMAN

- A. **Independent Contractor.** An independent contractor (IC) that is not an Independent Truck Owner/Operator (ITO), who is performing Work must be properly classified and compensated.⁷² The IC must submit a CPR(s) to the Department. If the IC does not receive an hourly wage, but instead a weekly, biweekly, monthly or quarterly distribution for performance, the IC must calculate its hourly rate of pay by dividing the weekly, biweekly, monthly, or quarterly company distribution by all hours worked during that time frame and report the information on a CPR. If necessary, the Department may request documentation from the IC to determine how the hourly wage rate was calculated.⁷³
- B. **Owners, Supervisors and Foreman.** An owner, supervisor, or foreman performing Work is subject to prevailing wage and must be properly classified, compensated and reported.⁷⁴

XIII. TRUCKING

- A. **Covered Hauling Activities.** A Contractor must ensure that all Workers, including hired Trucking Brokers, MTOs and ITOs are paid the applicable Total Prevailing Wage Rate or truck rental rate for the following Work:
1. The hauling of any or all stockpiled or excavated materials on the project work site to other locations on the same project even if the truck leaves the work site at some point.⁷⁵
 2. The delivery of materials from a non-commercial establishment to the project and the return haul to the starting location either empty or loaded.⁷⁶
 3. The delivery of materials from another construction project site to the public works project and the return haul, either empty or loaded. Construction projects are not considered commercial establishments.⁷⁷
 4. The hauling required to remove any materials from the project to a location off the project site and the return haul, either empty or loaded from other than a commercial establishment.⁷⁸
 5. The delivery of materials or products by trucks hired by a Contractor, subcontractor, or agent thereof, from a commercial establishment.⁷⁹
 6. The delivery of sand, gravel, or rock, by or for a commercial establishment, which is deposited "substantially in place," either directly or through spreaders from the transporting vehicles is work under the contract. In addition, the return haul to the off-site facility empty or loaded is also considered work under the contract.⁸⁰

⁷⁰ Minn. R. 5200.1070, Subpart 3

⁷¹ Minn. Stat. 177.44, Subdivision 1

⁷² Minn. Stat. 177.44, Subdivision 1

⁷³ Minn. Stat. 177.30(a)(5); Minn. Stat. 181.723

⁷⁴ Minn. Stat. 177.44, Subdivision 1

⁷⁵ Minn. R. 5200.1106, Subpart 3B(1)

⁷⁶ Minn. R. 5200.1106, Subpart 3B(2)

⁷⁷ Minn. R. 5200.1106, Subpart 3B(3)

⁷⁸ Minn. R. 5200.1106, Subpart 3B(4)

⁷⁹ Minn. R. 5200.1106, Subpart 3B(5)

⁸⁰ Minn. R. 5200.1106, Subpart 3B(6)

- B. **Hauling Activities Not Subject to Prevailing Wage or Truck Rental Rates.** A Contractor may exclude a Worker, including hired Trucking Brokers, MTOs and ITOs from prevailing wage or truck rental rates for the Work described in (1-2) of this section. However, this Work may be considered hours worked and subject to standard compensation pursuant to the Minnesota Fair Labor Standards Act.
1. The delivery of processed or manufactured goods to a public works project by the employees of a commercial establishment including truck owner-operators hired by and paid by the commercial establishment, unless it is the delivery of mineral aggregate that is incorporated into the work under the contract by depositing the material substantially in place.⁸¹
 2. The delivery of oil offsite, as an example, to a Prime Contractor's permanent (commercial) asphalt mixing facility that is not to, from, or on the project Work site.⁸²
- C. **Repair, Maintenance & Waiting to Load Time.** An ITO and MTO must be paid the truck rental rate for time spent repairing or maintaining the truck owner-operator's equipment, and for waiting to load or unload if the repair, maintenance, or wait time is the fault of the Trucking Broker, Contractor, its agent or employees.⁸³
- D. **Month End Trucking Report.** A Contractor that acquires the services of an ITO or MTO must submit a "MnDOT – MTO and/or ITO Month-End Trucking Report", and a "MnDOT – Month-End Trucking Statement of Compliance Form" to the Department for each month hauling activities are performed under the Contract.⁸⁴ The forms are available on the MnDOT LCU website.⁸⁵
- E. **Broker Fee.** A truck broker contracting to provide trucking services directly to a prime contractor or subcontractor is allowed to assess a broker fee.

XIV. OFF-SITE FACILITIES

- A. **Off-Site Facility Activities Subject to Prevailing Wage.** A Contractor must ensure that all Workers performing Work at a covered off-site facility are paid the applicable Total Prevailing Wage Rate for the following Work:
1. The processing or manufacturing of material at a Prime Contractor's off-site facility that is not a separately held commercial establishment.⁸⁶
 2. The processing or manufacturing of material at an off-site facility that is not considered a commercial establishment.⁸⁷
- B. **Off-Site Facility Activities Not Subject to Prevailing Wage.** A Contractor may exclude a Worker from prevailing wage for the following work:
1. The processing or manufacturing of material or products by or for a commercial establishment.⁸⁸
 2. The work performed by Workers employed by the owner or lessee of a gravel or borrow pit that is a commercial establishment, even if the screening, washing or crushing machines are portable.⁸⁹

XV. SUBCONTRACTING PART OF THE CONTRACT

⁸¹ Minn. R. 5200.1106, Subpart 4(C)

⁸² J.D. Donovan, Inc. vs. Minnesota Department of Transportation, 878 N.W.2d 1 (2016)

⁸³ Minn. R. 5200.1106, Subpart 8(A)(1)

⁸⁴ Minn. R. 5200.1106, Subpart 10

⁸⁵ <http://www.dot.state.mn.us/const/labor/forms.html>

⁸⁶ ALJ Findings of Fact, Conclusions of Law, and Recommendation, Conclusions (7), Case #12-3000-11993-2

⁸⁷ Minn. R. 5200.1106, Subpart 3(A)

⁸⁸ Minn. R. 5200.1106, Subpart 4(A)

⁸⁹ Minn. R. 5200.1106, Subpart 4(B)

The Prime Contractor must include the Contract Special Provisions, Wage Decision(s) and Truck Rental Rate Schedule in all Subcontracts, agreements and purchase orders with lower tier Contractors.⁹⁰ This requirement also applies to all lower tier subcontractors.

XVI. SITE OF WORK REQUIREMENTS

- A. **Poster Board.** The Prime Contractor must construct and display a poster board containing all required posters. The poster board must be accurate, legible, and accessible to all project Workers from the first day of Work until the project is one hundred percent (100%) complete.⁹¹ A poster board at an off-site location, or inside a construction trailer, does not meet this requirement.
- B. **How to Obtain a Poster Board.** The Prime Contractor may obtain the required posters and the necessary contact information that is required to be inserted on each poster by visiting the MnDOT LCU website.⁹²
- C. **Employee Interviews.** The Contractor must permit representatives from the Department or other governmental entities⁹³ to interview Workers at any time during working hours on the project.⁹⁴

XVII. CHILD LABOR

- A. **No Worker under the Age of 18.** No Worker under the age of 18 is allowed to perform Work on a Project Site, except pursuant to Section XVII B below.⁹⁵
- B. **Parental Supervision.** A Worker under the age of 18 may perform Work on a Project Site if all of the following criteria are met:
 - 1. The Contractor (Employer) is not subject to FLSA.
 - 2. The Worker is employed in a corporation owned solely by one or both parents.
 - 3. The Worker is supervised by the parent(s).
 - 4. The Worker is not working in a hazardous occupation.⁹⁶
- C. **Removal of Minor from Project.** The Engineer or inspector may remove a Worker that appears to be under the age of 18 from the Project Site until the Contractor or Worker can demonstrate proof of age and compliance with all applicable federal and state regulations.⁹⁷

XVIII. NON-COMPLIANCE AND ENFORCEMENT

- A. **Case-by-Case Enforcement.** The Department has the authority to enforce the prevailing wage law on a case-by-case.⁹⁸
- B. **Prime Contractor Responsible for Unpaid Wages.** The Prime Contractor will be held liable for any unpaid wages to its Workers or those of any lower tier Contractor.⁹⁹
- C. **Enforcement Options.** If evidence shows that a Contractor has violated prevailing wage requirements, or these Special Provisions, the Department may, after written notice, implement one or more of the following:

⁹⁰ MnDOT Standard Specifications for Construction, Section 1801

⁹¹ Minn. Stat. 177.44, Subdivision 5

⁹² www.dot.state.mn.us/const/labor/posterboards

⁹³ MnDLI, U.S. DOL., U.S. Department of Transportation, Federal Highways Administration

⁹⁴ MnDOT Standard Specifications for Construction, Section 1511

⁹⁵ Minn. R. 5200.0910, Subpart F; 29 CFR Part 570.2(a)(ii)

⁹⁶ Minn. R. 5200.0930, Subpart 4

⁹⁷ Minn. Stat. 181A.06, Subdivision 4; MnDOT Standard Specifications for Construction, Section 1701

⁹⁸ See International Union of Operating Engineers, Local 49 v. MnDOT, No. C6-97-1582, 1998 WL 74281, at *2 (Minn. App. Feb. 24, 1998)

⁹⁹ MnDOT Standard Specifications for Construction, Section 1801

1. **Withholding Payment.** The Department may withhold from the Prime Contractor payments relating to prevailing wage underpayments.¹⁰⁰
2. **Non-Responsible Contractor.** The Department may reject a bid from a Prime Contractor that has received two (2) or more Determination Letters within a three (3) year period from the Department finding an underpayment by the Contractor to its own employees.¹⁰¹
3. **Default.** The Department may take the prosecution of the Work out of the hands of the Prime Contractor, place the Contractor in default, and terminate the Contract for failure to comply.¹⁰²
4. **Suspension or Debarment.** The Department may refer violations and matters of non-compliance by a Contractor to the Minnesota Department of Administration for suspension or debarment proceedings.¹⁰³
5. **County Attorney.** The Department may refer suspected criminal violations by Contractor to the appropriate local county attorney for prosecution.¹⁰⁴
6. **Financial Penalties.** Any Contractor who violates the state prevailing wage law is guilty of a misdemeanor and may be fined not more than \$300 or imprisoned not more than 90 days or both. Each day that the violation continues is a separate offense.¹⁰⁵ A Contractor may be fined up to \$1,000 for each failure to maintain records.¹⁰⁶
7. **False Claims Act Violation.** All required payroll and certification reports are legal documents; knowing falsification of the documents by a Contractor may result in civil action and/or criminal prosecution¹⁰⁷ and may be grounds for debarment proceedings.¹⁰⁸
8. **Compliance Order.** The Department may request that MnDLI issue a compliance order to a Contractor for violations of the state prevailing wage law. If the Contractor is found to have committed a violation, liquidated damages and other costs may be assessed against the Employer.¹⁰⁹
9. **Private Right of Action.** The Department may direct an employee to pursue a civil action in district court against its Employer for failure to comply with the proper payment of wages.¹¹⁰ If the Employer is found to have committed a violation, liquidated damages and other costs may be assessed against the Employer.¹¹¹
10. **Fringe Benefits; Misdemeanor.** A Contractor that is obligated to deposit Fringe Benefit contributions on behalf of a Worker into a financially responsible trustee, third person, fund, plan, or program and fails to make timely contributions is guilty of a gross misdemeanor or other violations under federal law.¹¹²

¹⁰⁰ MnDOT Standard Specifications for Construction, Section 1906

¹⁰¹ Minn. Stat. 16C.285

¹⁰² MnDOT Standard Specifications for Construction, Section 1808

¹⁰³ Minn. R. 1230.1150, Subpart 2(A)(4)

¹⁰⁴ Minn. Stat. 177.44, Subdivision 7

¹⁰⁵ Minn. Stat. 177.44, Subdivision 6

¹⁰⁶ Minn. Stat. 177.30(b)

¹⁰⁷ Minn. Stat. 15C.02; , Minn. Stat. 161.315; Minn. Stat. 177.32; Minn. Stat. 177.43, Subdivision 5, Minn. Stat. 609.63

¹⁰⁸ Minn. Stat. 161.315 and Minn. Stat. 609.63

¹⁰⁹ Minn. Stat. 177.43, Subdivision 6a

¹¹⁰ Minn. Stat. 177.27, Subdivision 8

¹¹¹ Minn. Stat. 177.27, Subdivision 10

¹¹² Minn. Stat. 181.74, Subdivision 1

**THE FOLLOWING APPENDICES ARE FOR
EXPLANATORY PURPOSES ONLY.
FOR SPECIFIC QUESTIONS, PLEASE CONTACT LCU.¹¹³**

APPENDIX A**SALARIED WORKER WAGE COMPUTATION**

Salaried Workers. In order to convert the Worker's salary into an hourly rate of pay, divide the employee's weekly, bi-weekly or monthly earnings by the total number of hours Worked (government and non-government), including overtime hours for the time period used.¹¹⁴

$$\text{\$800.00 (weekly salary) / 40 (total weekly hours) = \$20.00}$$

$$\text{\$1,600.00 (bi-weekly salary) / 80 (total bi-weekly hours) = \$20.00}$$

$$\text{\$3,200.00 (monthly salary) / 160 (total monthly hours) = \$20.00}$$

APPENDIX B**FRINGE BENEFIT CREDIT**

Fringe Benefit Credit Calculation. The Employer contributes monthly (\$600.00) for medical insurance on behalf of a Worker. In order to calculate the projected hourly credit that the Employer can take, the Employer should: (1) add the monthly contributions for each Worker, (2) multiply by twelve (12) months, and (3) divide the total cost of the benefit by the total hours worked (government and non-government)¹¹⁵ (see annual example below). Quarterly and monthly examples are also provided.

Annual: $(\$600.00) \times (12 \text{ months}) = \$7,200.00$
 $(\$7,200.00) / (2080 \text{ hours}) = \underline{\underline{\$3.46 \text{ per hour credit}}}$

Quarterly: $(\$600.00) \times (3 \text{ months}) = \$1,800.00$
 $(\$1,800.00) / (520 \text{ hours}) = \underline{\underline{\$3.46 \text{ per hour credit}}}$

Monthly: $(\$600.00) \times (1 \text{ month}) = \600.00
 $(\$600.00) / (173 \text{ hours}) = \underline{\underline{\$3.47 \text{ per hour credit}}}$

End of Year Self-Audit. At the end of the calendar year, the Contractor must conduct an audit to determine if the hourly fringe benefit credit taken for each Worker was accurate. The Contractor must calculate the total annual fringe benefits paid on behalf of each Worker and divide that amount by the total number of hours worked (government and non-government) by that Worker. If the hourly fringe benefit credit was less than what was reported on a CPR, the contractor must compensate the Worker the hourly difference, multiplied by the total hours worked under the Contract.

APPENDIX C**APPRENTICE RATE OF PAY**

State Requirements. The Apprentice must be compensated according his/her level of progress, which is expressed as a percentage of the Journeyworker wage that is established in the program.

$$\text{Journeyworker Wage Established in Program} = \$25.00$$

$$\underline{\text{Apprentice Level of Progress} = 60\%}$$

$$(\$25.00) \times (.60) = \$15.00$$

¹¹³ lcusupport.dot@state.mn.us or (651) 366-4238

¹¹⁴ United States Department of Labor Field Operation Handbook, Section 15f08

¹¹⁵ United States Department of Labor Field Operation Handbook, Section 15f12

APPENDIX D**PREVAILING WAGE OVERTIME CALCULATION**

Overtime Hourly Rate of Pay. Here is the formula to calculate the required minimum overtime.¹¹⁶

$$OT = (PW * .5) + (HW) + (RF) + (F)$$

Definition of OT Acronyms

OT: overtime.

PW: the basic hourly prevailing wage rate established in a federal and/or state prevailing Wage Decision.

HW: hourly wage rate paid to a Worker.

RF: remaining fringe, which means the difference between the Contract hourly Fringe Benefit rate and the actual hourly Fringe Benefit rate paid by the Contractor to a third party on behalf of a Worker.

F: Fringe Benefit contributions that are bona-fide and contributed by an Employer to a third party on behalf of a Worker.

The Total Prevailing Wage Rate for a Worker is \$30.00, which is comprised of an hourly basic rate of \$20.00 and an hourly fringe rate of \$10.00. The table below includes various hourly basic and Fringe Benefit payments that a Contractor could potentially make to a Worker.

OT CALCULATION FORMULA AND EXAMPLES				
$OT = (PW * .5) + (HW) + (RF) + (F)$				
Hourly Wage Paid	Fringe Benefits Paid	<u>Payment To Employee</u> $(PW * .5) + (HW) + (RF)$	<u>Fringe Payment</u> + (F)	<u>Total Payment</u> = OT
\$ 20.00	\$ 10.00	$(\$ 20.00 * .5) + (\$ 20.00) + (\$ 0.00) = \$ 30.00$	+ \$ 10.00	= \$ 40.00
\$ 18.00	\$ 12.00	$(\$ 20.00 * .5) + (\$ 18.00) + (\$ 0.00) = \$ 28.00$	+ \$ 12.00	= \$ 40.00
\$ 22.00	\$ 8.00	$(\$ 20.00 * .5) + (\$ 22.00) + (\$ 0.00) = \$ 32.00$	+ \$ 8.00	= \$ 40.00
\$ 30.00	\$ 0.00	$(\$ 20.00 * .5) + (\$ 30.00) + (\$ 0.00) = \$ 40.00$	+ \$ 0.00	= \$ 40.00
\$ 24.00	\$ 4.00	$(\$ 20.00 * .5) + (\$ 24.00) + (\$ 2.00) = \$ 36.00$	+ \$ 4.00	= \$ 40.00

Regarding the last example the Contractor would be required to pay an additional \$2.00 to the Worker, which is wages in lieu of fringe for a straight time hourly rate of \$26.00 not \$24.00.

A Contractor subject to the Fair Labor Standards Act (FLSA) may be subject to additional overtime compensation requirements.

¹¹⁶ United States Department of Labor Field Operation Handbook, Section 15k

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NOTICE TO BIDDERS

Minnesota Statutes require prompt payment to subcontractors:

Minn. Stat. § 471.425 PROMPT PAYMENT OF LOCAL GOVERNMENT BILLS.

Subdivision 1. **Definitions.** For the purposes of this section, the following terms have the meanings here given them.

. . . (d) "Municipality" means any home rule charter or statutory city, county, town, school district, political subdivision or agency of local government. "Municipality" means the Metropolitan Council or any board or agency created under chapter 473.

. . . Subd. 4a. **Prompt payment to subcontractors.** Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

Minn. Stat. § 15.72 PROGRESS PAYMENTS ON PUBLIC CONTRACTS; RETAINAGE.

. . . Subd. 2. **Retainage.** . . . (c) A contractor on a public contract for a public improvement must pay all remaining retainage to its subcontractors no later than ten days after receiving payment of retainage from the public contracting agency, unless there is a dispute about the work under a subcontract. If there is a dispute about the work under a subcontract, the contractor must pay out retainage to any subcontractor whose work is not involved in the dispute, and must provide a written statement detailing the amount and reason for the withholding to the affected subcontractor.

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MINNESOTA DEPARTMENT OF TRANSPORTATION
NOTICE TO BIDDERS
SUSPENSIONS/DEBARMENTS

Do not use suspended or debarred parties as subcontractors or material suppliers on this project.

Both the federal government and the State of Minnesota suspend and debar vendors. Review the lists of suspended and debarred vendors when submitting a bid and when submitting a request to sublet.

State Suspensions and Debarments.

To review the list of parties suspended and debarred by the State of Minnesota, go to this website: <http://www.mmd.admin.state.mn.us/debarredreport.asp> . This list includes parties suspended and debarred by the Minnesota Department of Transportation and the Minnesota Department of Administration.

Federal Suspensions and Debarments.

The federal government maintains a website listing suspended and debarred parties. You do not need a username or password to use the search functions on the website. You can either search for specific entity names, or see a list of parties suspended and debarred by the Federal Highway Administration.

To search the status of a particular vendor, follow this process:

First, go to the System for Awards Management (SAM) website: <https://www.sam.gov> (requires Internet Explorer version 11 or higher, or another supported browser such as Chrome).

Next, click on the "Search Records" icon.

Next, enter the potential subcontractor or supplier's name in the "Quick Search" box and click the "search" button.

To view a list of all entities suspended or debarred by the Federal Highway Administration, follow this process:

First, go to the System for Awards Management (SAM) website: <https://www.sam.gov> (requires Internet Explorer version 11 or higher, or another supported browser such as Chrome).

Next, click on the "Search Records" icon.

Next, click on the "Advance Search – Exclusion" tab.

Next, click on the "single search" icon and a search form will pop up.

Next, go to the "Agency" field on the search page and select "Federal Highway Administration" from the drop-down list.

Next, click the "search" button, and the list of suspended and debarred parties will appear.

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WAGE DETERMINATION SCHEDULE

PART 1 GENERAL

1.01 PREVAILING WAGES

- A. Highway and Heavy Prevailing Wage
- B. Truck Rental Rates

MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION PROJECTS



THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Highway and Heavy

Region Number: 09

Counties within region:

- ANOKA-02
- CARVER-10
- CHISAGO-13
- DAKOTA-19
- HENNEPIN-27
- RAMSEY-62
- SCOTT-70
- WASHINGTON-82

Effective: 2021-11-01 Revised: 2021-11-15

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate. *Note: Overtime pay after eight (8) hours on the project must be paid even if the worker does not exceed forty (40) hours in the work week.*

Violations on MnDOT highways and road projects should be reported to:

Department of Transportation
Office of Construction
Transportation Building MS650
John Ireland Blvd
St. Paul, MN 55155
(651) 366-4209

All other prevailing wage violations and questions should be sent to:

Department of Labor and Industry
Prevailing Wage Section
443 Lafayette Road N
St Paul, MN 55155
(651) 284-5091
DLI.PrevWage@state.mn.us

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101	LABORER, COMMON (GENERAL LABOR WORK)	2021-11-01	35.50	21.84	57.34
		2022-05-01	37.00	22.39	59.39
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2021-11-01	35.50	21.84	57.34
		2022-05-01	37.00	22.39	59.39

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2021-11-01	25.75	18.70	44.45
		2022-05-01	26.89	19.31	46.20
104	FLAG PERSON	2021-11-01	35.50	21.84	57.34
		2022-05-01	37.00	22.39	59.39
105	WATCH PERSON	2021-11-01	32.10	21.29	53.39
		2022-05-01	33.60	21.84	55.44
106	BLASTER	2021-11-01	22.08	6.87	28.95
107	PIPELAYER (WATER, SEWER AND GAS)	2021-11-01	39.00	21.84	60.84
		2022-05-01	40.50	22.39	62.89
108	TUNNEL MINER	2021-11-01	37.00	21.84	58.84
		2022-05-01	38.50	22.39	60.89
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2021-11-01	37.00	21.84	58.84
		2022-05-01	38.50	22.39	60.89
110	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2021-11-01	35.50	21.84	57.34
		2022-05-01	37.00	22.39	59.39
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2021-11-01	35.50	21.84	57.34

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
		2022-05-01	37.00	22.39	59.39
112	QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.	2021-11-01	16.28	4.07	20.35
SPECIAL EQUIPMENT (201 - 204)					
201	ARTICULATED HAULER	2021-11-01	40.04	22.55	62.59
		2022-05-02	41.29	23.45	64.74
202	BOOM TRUCK	2021-11-01	40.04	22.55	62.59
		2022-05-02	41.29	23.45	64.74
203	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2021-11-01	25.75	18.70	44.45
		2022-05-01	26.89	19.31	46.20
204	OFF-ROAD TRUCK	2021-11-01	40.04	22.55	62.59
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2021-11-01	32.04	21.96	54.00
HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR					
GROUP 2		2021-11-01	40.89	22.55	63.44

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
		2022-05-02	42.14	23.45	65.59
302	HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)				
303	CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)				
304	ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)				
305	DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER'S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
306	GRADER OR MOTOR PATROL				
307	PILE DRIVING (HIGHWAY AND HEAVY ONLY)				
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
GROUP 3		2021-11-01	40.34	22.55	62.89
		2022-05-02	41.59	23.45	65.04
309	ASPHALT BITUMINOUS STABILIZER PLANT				
310	CABLEWAY				
311	CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)				
312	DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				
313	DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER'S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)				
314	DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER				
315	FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
316	LOCOMOTIVE CRANE OPERATOR				
317	MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE				
318	MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)				
319	TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)				
320	TANDEM SCRAPER				
321	TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)				
322	TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				
GROUP 4		2021-11-01	40.04	22.55	62.59
		2022-05-02	41.29	23.45	64.74
323	AIR TRACK ROCK DRILL				
324	AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325	BACKFILLER OPERATOR				
326	CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)				
327	BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328	BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329	BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				
330					

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
		CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS		
331		CHIP HARVESTER AND TREE CUTTER		
332		CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE		
333		CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)		
334		CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)		
335		CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT		
336		CURB MACHINE		
337		DIRECTIONAL BORING MACHINE		
338		DOPE MACHINE (PIPELINE)		
339		DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL (HIGHWAY AND HEAVY ONLY)		
340		DUAL TRACTOR		
341		ELEVATING GRADER		
342		FORK LIFT OR STRADDLE CARRIER (HIGHWAY AND HEAVY ONLY)		
343		FORK LIFT OR LUMBER STACKER (HIGHWAY AND HEAVY ONLY)		
344		FRONT END, SKID STEER OVER 1 TO 5 C YD		
345		GPS REMOTE OPERATING OF EQUIPMENT		
346		HOIST ENGINEER (POWER) (HIGHWAY AND HEAVY ONLY)		
347		HYDRAULIC TREE PLANTER		
348		LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)		
349		LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)		
350		MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE		
351		MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS (HIGHWAY AND HEAVY ONLY)		
352		PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE		
353		PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY(HIGHWAY AND HEAVY ONLY)		
354		PIPELINE WRAPPING, CLEANING OR BENDING MACHINE		
355		POWER PLANT ENGINEER, 100 KWH AND OVER (HIGHWAY AND HEAVY ONLY)		
356		POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES		
357		PUGMILL		
358		PUMPCRETE (HIGHWAY AND HEAVY ONLY)		
359		RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)		
360		SCRAPER		
361		SELF-PROPELLED SOIL STABILIZER		
362		SLIP FORM (POWER DRIVEN) (PAVING)		
363		TIE TAMPER AND BALLAST MACHINE		
364		TRACTOR, BULLDOZER (HIGHWAY AND HEAVY ONLY)		
365		TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)		
366		TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER (HIGHWAY AND HEAVY ONLY)		

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
367	TUB GRINDER, MORBARK, OR SIMILAR TYPE				
368	WELL POINT DISMANTLING OR INSTALLATION (HIGHWAY AND HEAVY ONLY)				
GROUP 5		2021-11-01	37.00	22.55	59.55
		2022-05-02	38.25	23.45	61.70
369	AIR COMPRESSOR, 600 CFM OR OVER (HIGHWAY AND HEAVY ONLY)				
370	BITUMINOUS ROLLER (UNDER EIGHT TONS)				
371	CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)				
372	FORM TRENCH DIGGER (POWER)				
373	FRONT END, SKID STEER UP TO 1C YD				
374	GUNITE GUNALL (HIGHWAY AND HEAVY ONLY)				
375	HYDRAULIC LOG SPLITTER				
376	LOADER (BARBER GREENE OR SIMILAR TYPE)				
377	POST HOLE DRIVING MACHINE/POST HOLE AUGER				
378	POWER ACTUATED AUGER AND BORING MACHINE				
379	POWER ACTUATED JACK				
380	PUMP (HIGHWAY AND HEAVY ONLY)				
381	SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)				
382	SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER				
383	SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER				
384	STUMP CHIPPER AND TREE CHIPPER				
385	TREE FARMER (MACHINE)				
GROUP 6		2021-11-01	35.79	22.55	58.34
		2022-05-02	37.04	23.45	60.49
387	CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER				
388	CONVEYOR (HIGHWAY AND HEAVY ONLY)				
389	DREDGE DECK HAND				
390	FIRE PERSON OR TANK CAR HEATER (HIGHWAY AND HEAVY ONLY)				
391	GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)				
392	GREASER (TRACTOR) (HIGHWAY AND HEAVY ONLY)				
393	LEVER PERSON				
394	OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS, AND MILLING MACHINES, OR OTHER SIMILAR HEAVY EQUIPMENT) (HIGHWAY AND HEAVY ONLY)				
395	POWER SWEEPER				
396	SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS				
397	TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING				

TRUCK DRIVERS

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
GROUP 1		2021-11-01	31.25	17.50	48.75
601	MECHANIC . WELDER				
602	TRACTOR TRAILER DRIVER				
603	TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)				
GROUP 2		2021-11-01	30.70	17.50	48.20
604	FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
GROUP 3		2021-11-01	30.60	17.50	48.10
605	BITUMINOUS DISTRIBUTOR DRIVER				
606	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607	THREE AXLE UNITS				
GROUP 4		2021-11-01	23.90	6.91	30.81
608	BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609	DUMP PERSON				
610	GREASER				
611	PILOT CAR DRIVER				
612	RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613	TWO AXLE UNIT				
614	SLURRY OPERATOR				
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616	TRACTOR OPERATOR, UNDER 50 H.P.				
SPECIAL CRAFTS					
701	HEATING AND FROST INSULATORS	2021-11-01	47.10	24.40	71.50
702	BOILERMAKERS	2021-11-01	40.94	29.28	70.22
		2022-01-01	42.64	29.28	71.92
703	BRICKLAYERS	2021-11-01	36.05	19.68	55.73
704	CARPENTERS	2021-11-01	40.05	26.04	66.09
		2022-05-03	42.20	26.04	68.24
705	CARPET LAYERS (LINOLEUM)	FOR RATE CALL 651-284-5091 OR EMAIL DL.PREVWAGE@STATE.MN.US			
706	CEMENT MASONS	2021-11-01	41.20	23.47	64.67

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
		2022-05-01	43.25	23.47	66.72
707	ELECTRICIANS	2021-11-01	47.94	31.76	79.70
		2022-05-01	50.49	31.76	82.25
711	GROUND PERSON	2021-11-01	34.48	17.92	52.40
		2022-04-03	35.60	18.55	54.15
712	IRONWORKERS	2021-11-01	39.35	31.80	71.15
713	LINEMAN	2021-11-01	49.26	22.29	71.55
		2022-04-03	50.86	23.06	73.92
714	MILLWRIGHT	2021-11-01	38.23	29.18	67.41
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2021-11-01	25.00	9.51	34.51
716	PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2021-11-01	40.00	26.04	66.04
		2022-05-02	42.15	26.04	68.19
717	PIPEFITTERS . STEAMFITTERS	2021-11-01	47.99	32.45	80.44
719	PLUMBERS	2021-11-01	50.87	25.33	76.20
721	SHEET METAL WORKERS	2021-11-01	44.46	29.17	73.63
723	TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
724	TILE SETTERS	2021-11-01	34.76	23.29	58.05
725	TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
727	WIRING SYSTEM TECHNICIAN	2021-11-01	42.46	19.41	61.87
		2022-07-01	43.52	19.41	62.93

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
728	WIRING SYSTEMS INSTALLER	2021-11-01	29.02	15.34	44.36
729	ASBESTOS ABATEMENT WORKER	2021-11-01	34.85	21.64	56.49
		2022-01-01	36.23	22.26	58.49
730	SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL <u>DLLPREVWAGE@STATE.MN.US</u>			

Notice of truck rental rate certification and effective date

The Department of Labor and Industry (DLI) commissioner has certified the minimum truck rental rates for state-funded highway projects effective Dec. 27, 2021. This certification follows the publication of the Notice of Truck Rental Rate Determination in the *State Register* on Dec. 6, 2021, and the informal conference held pursuant to Minnesota Rules, part 5200.1105 on Dec. 20, 2021.

According to Minnesota Rules, part 5200.1105, the purpose of the informal conference was for DLI to obtain further input regarding the determined rates prior to the certification. No written input regarding the determination was received by DLI prior to the informal conference.

The truck rental rate is determined for each equipment type by adding the average hourly cost of operating the vehicle to the certified prevailing wage rate for the driver. The average hourly operating costs are determined by voluntary survey of truck owner operators, trucking contractors and trucking firms.

The determination of the minimum truck rental rates by region are as follows:

Three-axle units

Region	Effective date	607 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	\$54.45	\$37.35	\$91.80
	Increase May 1, 2022	\$55.95	\$37.35	\$93.30
Region 2	Certification date	\$46.75	\$37.35	\$84.10
	Increase May 1 2022	\$49.61	\$37.35	\$86.96
Region 3	Certification date	\$29.91	\$37.35	\$67.26
Region 4	Certification date	\$46.44	\$37.35	\$83.79
Region 5	Certification date	\$31.91	\$37.35	\$69.26
Region 6	Certification date	\$51.15	\$37.35	\$88.50

Region	Effective date	607 driver rate	Operating cost	Truck rental rate
Region 7	Certification date	\$44.10	\$37.35	\$81.45
Region 8	Certification date	\$32.16	\$37.35	\$69.51
Region 9	Certification date	\$48.10	\$37.35	\$85.45
Region 10	Certification date	\$44.45	\$37.35	\$81.80

Four or more axle units

Region	Effective date	604 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	\$29.76	\$51.50	\$81.26
Region 2	Certification date	\$34.38	\$51.50	\$85.88
Region 3	Certification date	\$38.51	\$51.50	\$90.01
Region 4	Certification date	\$53.73	\$51.50	\$105.23
Region 5	Certification date	\$33.46	\$51.50	\$84.96
Region 6	Certification date	\$51.25	\$51.50	\$102.75
Region 7	Certification date	\$40.15	\$51.50	\$91.65
Region 8	Certification date	\$35.36	\$51.50	\$86.86
Region 9	Certification date	\$48.20	\$51.50	\$99.70
Region 10	Certification date	\$37.40	\$51.50	\$88.90

Tractor

Region	Effective date	602 driver rate	Operating cost	Tractor Only Truck Rental Rate	Plus Trailer Operating Cost	Tractor Trailer Rental Rate
Region 1	Certification date	\$55.10	\$54.96	\$110.06	\$11.46	\$121.52
	Increase May 1, 2022	\$56.60	\$54.96	\$111.56	\$11.46	\$123.02
Region 2	Certification date	\$48.77	\$54.96	\$103.73	\$11.46	\$115.19
	Increase May 1, 2022	\$50.27	\$54.96	\$105.23	\$11.46	\$116.69
Region 3	Certification date	\$48.35	\$54.96	\$103.31	\$11.46	\$114.77
Region 4	Certification date	\$35.25	\$54.96	\$90.21	\$11.46	\$101.67
Region 5	Certification date	\$35.26	\$54.96	\$90.22	\$11.46	\$101.68
Region 6	Certification date	\$51.80	\$54.96	\$106.76	\$11.46	\$118.22
Region 7	Certification date	\$35.55	\$54.96	\$90.51	\$11.46	\$101.97
Region 8	Certification date	\$35.50	\$54.96	\$90.46	\$11.46	\$101.92
Region 9	Certification date	\$48.75	\$54.96	\$103.71	\$11.46	\$115.17
Region 10	Certification date	\$36.75	\$54.96	\$91.71	\$11.46	\$103.17

The minimum truck rental rate for these four types of trucks in the state's 10 highway and heavy construction areas will be effective for all Minnesota Department of Transportation (MnDOT) highway construction work financed in whole or part with state funds advertised for bid on or after the day the notice of certification is published in the *State Register*.

Roslyn Robertson,
DLI commissioner

MINNESOTA LABOR AND WAGE RATE REQUIREMENTS

1.01 GENERAL

- A. Contractor shall conform to the requirements herein specified.
- B. The wage rates provided are in effect on the date of these documents and shall remain in effect for the entire project regardless of the start date or duration of the Work.

1.02 LABOR PROVISIONS

- A. Contractor shall have copies of these provisions on file at the job headquarters, and shall post a notice, approved by Engineer, in a conspicuous place at the site of the Work, informing employees that these provisions are available for their inspection. If a job headquarters is not provided, Contractor shall provide an individual copy to each employee on the job. A copy of the submitted notice will be provided to Owner.

1.03 EMPLOYMENT CLASSIFICATIONS

- A. All employees on the Project shall be classified as being in one of the following four categories, in accordance with the definitions given:
 - 1. Executive or Administrative
 - a. Employees in this category shall be classified in accordance with the definitions for Executive and Administrative employees as adopted by the Secretary of Labor, and in effect at the time of invitations for bids.
 - 2. Skilled
 - a. Skilled labor shall include the operators of complex, heavy power equipment and skilled craftsmen at the journeyman grade.
 - 3. Intermediate Grade
 - a. Intermediate Grade labor shall include:
 - 1) Operators of power equipment except complex, heavy power equipment; trucks of 1 and 1/2 tons or less (manufacturer's rated capacity); tractors of less than 20 horsepower (manufacturer's rated capacity), and passenger cars; and
 - 2) Persons performing any other labor that requires considerable training and experience.
 - 4. Unskilled
 - a. Unskilled labor shall include:
 - 1) Operators of trucks of 1 and 1/2 tons or less (manufacturer's rated capacity), operators of tractors of less than 20 horsepower (manufacturer's rated capacity), and operators of passenger cars; and
 - 2) Helpers of journeyman craftsmen and all other labor that requires no special skill or experience or the exercise of discretion or judgment.

1.04 LABOR INFORMATION

- A. In the selection of labor, Contractor may use the services of the Minnesota State Employment Service.

1.05 MINIMUM WAGE RATES

- A. The minimum hourly rates of wages required to be paid to the various laborers and mechanics employed by Contractor shall be an amount equal to the sum of the basic hourly wage rate plus applicable fringe benefits as noted in the schedule contained in the prevailing Wages for state Funded Construction projects of the Minnesota Department of Labor and Industry. These rates have been determined by the Minnesota Department of Labor and Industry pursuant to the provisions set forth in Minnesota Statutes, Sections 177.41 through 177.44 as applicable, to be those prevailing on the same type of work on similar construction in the immediate locality.

During the periods from the time an hourly employee is required to report for duty at the site of the Work until such time that they are released or permitted to leave the site of the Work, no deduction shall be made from their time for any delays of less than 30 consecutive minutes.

In the event the Contractor or subcontractor employees apprentice workers under the occupational training program of the State of Minnesota, Department of Education, or under the Division of Voluntary Apprenticeship of the State of Minnesota, Department of Labor and Industry, or under the Veterans Training Program of the United States Veterans Administration, they may pay wages to such apprentice workers at hourly rates approved by the appropriate agency regardless of the hourly rates specified in the schedule of wage rates to be paid to any classification of labor.

A Contractor or subcontractor may discharge their minimum hourly rate obligation as defined above by (a) making cash payments to the employee plus payments to an employees' fringe benefit program, funded or unfunded, that is established by collective bargaining agreements, the sum of which is equal to the minimum hourly rate; or (b) making payments in cash to the employee in the amount equal to the minimum hourly rate.

While the rates shown are at the minimum hourly rates required for the life of this Contract, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to local labor conditions and prospective changes or adjustments of wage rates. No increase in the Contract Price shall be allowed or authorized on account of payment or rates in excess of those listed herein.

All cash payments due to mechanics and laborers employed or working upon the site of the Work shall be paid unconditionally and not less often than once a week, and without subsequent deductions or rebate on any account regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and such laborers and mechanics.

The schedule shall be kept posted by the Contractor at the site of the Work in a conspicuous place where it can be easily seen by the workers.

If an employee has a question in regard to the minimum wage rate paid, they should communicate directly with their employer. If the issue remains unresolved, the employee should be informed that they may take their question to the Owner for solution.

Owner may withhold or cause to be withheld from the Contractor a portion of the amounts due to the Contractor as may be considered necessary to ensure payment to laborers and mechanics employed by the Contractor or any subcontractor on the Work the full amount of the minimum hourly rates required by the Contract.

1.06 PREVAILING HOURS OF LABOR

- A. The Prevailing Wages for State Funded Construction Contracts issued by the Minnesota Department of Labor and Industry, which are available from the Department of Labor and Industry, set forth the Prevailing Hours of Labor as 8 hours per day or 40 hours per week. In accordance with Minnesota Statutes Sections 177.41 through 177.44 as applicable, Subdivision 1, employees may not be permitted or required to work longer than the prevailing Hours of Labor unless the employee is paid for all hours in excess of the prevailing hours at a rate of at least 1 and 1/2 times their hourly basic rate of pay; nor shall they be paid a lesser rate of wages than the prevailing wage rate in the same or most similar trade or occupation in the area.

1.07 REQUIRED CONTRACT PROVISIONS

- A. These Contract provisions shall apply to all Work performed on the Contract by the Contractor with their own organization and with the assistance of workmen under their immediate superintendence and to all Work performed on the Contract by piecework, station work, or by subcontract.

Contractor shall insert in each of their subcontracts all stipulations contained in these Required Contract Provisions and also a clause requiring their subcontractors to include these Required Contract Provisions



March 1, 2022

To: City of Lake Elmo

RE: Whistling Valley Street and Utility Improvements Change Order Request

The unit price increases that are itemized below are being requested as part of Change Order No. 1 to reflect the increase in cost that will be incurred by JACON and subcontractors for the sole purpose of meeting the Prevailing Wage requirements that will become part of the Whistling Valley Street and Utility Improvement Contract Documents upon approval of Change Order No. 1 by the Lake Elmo City Council.

Signed 
VP

ITEM No	DESCRIPTION	UofM	QTY	CHANGE	EXTENSION
1	Mobilization	LS	1	\$11,000.00	\$11,000.00
2	Clearing and Grubbing	Acre	1	\$1,812.90	1,812.90
9	Remove Bit Pavement	Sq Yd	23218	\$1.50	\$34,827.00
12	Salvage and Reinstall Mailbox	Each	37	\$61.89	\$2,289.93
18	Aggregate Base	Cu Yd	4890	\$1.20	\$5,868.00
19	Common Excavation	Cu Yd	3869	\$5.30	\$20,505.70
42	Direction Drilling	Lin Ft	6691	\$9.65	\$64,568.15
56	Sodding	Sq Yd	6401	\$0.17	\$1,088.17
	TOTAL				\$141,959.85

Line Item	Item Description	UoffM	Quantity	Contractor	Detail	Cost	Markup	Extension
							15%	
1	MOBILIZATION	LUMP SUM	1	JACON	Mobilization, Trucking labor	\$ 2,700.00	\$ 405.00	\$ 3,105.00
				Pate	Bond Increase	\$ 4,258.00	\$ -	\$ 4,258.00
				Husky	Mobilization	\$ 3,161.64	\$ 474.25	\$ 3,635.89
2	CLEARING AND GRUBBING	ACRE	1	Husky	Crew of 6 @ 132/hr add	\$ 1,576.43	\$ 236.46	\$ 1,812.89
9	REMOVE BITUMINOUS PAVEMENT (P)	SQ YD	23218	TA Schifsky	Trucking 1050 hrs @ \$10/hr	\$ 10,500.00	\$ 1,575.00	\$ 12,075.00
				JACON	Trucking 791 hrs @ \$25/hr	\$ 19,784.00	\$ 2,967.60	\$ 22,751.60
12	SALVAGE AND REINSTALL MAIL BOX ASSEMBLY	EACH	37	Herness	Labor for install	\$ 1,991.24	\$ 298.69	\$ 2,289.93
18	AGGREGATE BASE CL 6 (CV)(P)	CU YD	4890	JACON	Trucking 204 hrs @ 25/hr	\$ 5,102.60	\$ 765.39	\$ 5,867.99
19	COMMON EXCAVATION (P)	CU YD	3869	JACON	Trucking @ 713 @ 25/hr	\$ 17,831.05	\$ 2,674.66	\$ 20,505.71
42	10" HDPE DR 11 WATERMAIN (DIRECTIONAL DRILLING) W/ 4700 LB TRACER WIRE	LIN FT	6691	Ellingson	Crew 5 @ \$45/hr	\$ 55,925.00	\$ 8,388.75	\$ 64,313.75
56	SODDING TYPE MINERAL	SQ YD	6401	Husky	Crew 6 @ 132/hr Additional	\$ 946.23	\$ 141.93	\$ 1,088.16



Jacon LLC
C/O Charlie Igo

March 1, 2022

RE: City of Lake Elmo- Whistling Valley

TA Schifskys is requesting and additional \$10,000 for our work on the Whistling Valley project due to addition of prevailing wages. The additional costs are directly related to the additional trucking cost per hour. We estimated 1050 hours of trucking within our scope there will be an increase of \$10/ HR of cost from our truck brokers for the prevailing wages.

Thank You,

Paul Hildestad

Paul Hildestad
Project Manager
T.A. Schifsky & Sons, Inc.



Husky Construction, Inc.

February 28th, 2022

SENT VIA: Email

Jacon
3900 Labore Road
Vadnais Heights, MN 55110

Attn: Charlie Igo
Cell: 651-341-4446
charlie@jaconco.com

Re: Whistling Valley Street & Utility Project Signed Statement

Mr. Igo,

Please accept this letter as a signed statement that the price increase for Whistling Valley is only attributed to the increase in wages necessary to meet the prevailing wage requirements.

Please let me know if you have any questions or need any additional information. I can be reached at 612-910-7659 or April@huskyconst.com

Regards,

April Boogren

April Boogren
President

ATTACHED: Detailed backup of cost increase

February 28, 2022

To Whom It May Concern,

Regarding the increase in cost in our mailbox bid for the Whistling Valley Street and Utility Project in the city of Lake Elmo, here are my explanations for how using prevailing wages versus not prevailing drives the cost of my bid:

We are not a union shop. My guys prefer not to pay into union dues and prefer their pay in straight cash. We pay different rates for non-prevailing wage jobs than for prevailing wage. We work on a mix of jobs throughout the season. The road rate we pay is \$28.75 per hour vs. the prevailing wage rate of \$59.39 per hour. I always assume 125% of the wage rate for pricing jobs as they often involve overtime and I am just guessing on the number of mobilizations and how hard the actual digging is for each job which greatly impacts time on the jobsite. Therefore, the wage rate I base the pricing on is \$74.24 when it is PW9 vs. \$35.94 when not. This is a 106% wage rate increase.

I assumed that the job will be done in two phases resulting in four trips to Lake Elmo from Clearwater (between St Cloud and Monticello). There are hours for erecting temporary mailbox banks and removing the existing supports. Hours on the flip side for staking and reinstalling supports. These hours do not change based on the rate – but the cost does vary.

The change in wage rate also involves more administrative time for the prevailing wage paperwork. It also costs me more for workers comp, taxes etc based on the higher wages. Therefore, the multiplier effect of a higher wage rate ripples through the calculation of bids as the costs rise. All of these factors are part of adjusting the rate per mailbox support.

Thank you!



Amy Alvero, owner and president of Herness
Construction Co

2/28/22

RE: Lake Elmo Whistling Valley

To whom it may concern,

I certify that Ellingson Companies only changed the wage rates for our estimate on this project to reflect the recently provided Prevailing Wage requirements.

As you can see on the attached pages from our estimating system with 222001126P being the original estimate vs 222001126P-REV1 being the Prevailing Wage estimate that the hours estimated match.

Please note that the attached information is considered confidential.

If there are any questions or further information required please do not hesitate to contact me at any time.

Sincerely,



Matt Lawrence
Senior Project Manager

CORPORATE OFFICE

56113 State Hwy 56, West Concord, MN 55985
507.527.2294 | Fax 507.527.2296

HARWOOD OFFICE

500 Ellingson Rd, Harwood, ND 58042
701.893.9030 | Fax 701.893.9040

EllingsonCompanies.com

888.527.2294



DATE: March 15, 2022
CONSENT

AGENDA ITEM: Approve Union Pacific Railroad Drainage Encroachment Agreement for the Old Village Phase 5 and 6 Street, Drainage and Utility Improvements

SUBMITTED BY: Jack Griffin, City Engineer

REVIEWED BY: Kristina Handt, City Administrator
Sarah Sonsalla, City Attorney
Marty Powers, Public Works Director
Chad Isakson, Project Engineer

ISSUE BEFORE COUNCIL: Should the City Council approve the Union Pacific Railroad (UPRR) Drainage Encroachment Agreement (DEA) for the Old Village Phase 5 and 6 Improvements?

BACKGROUND: On March 16, 2021, the City Council awarded a construction contract for the Old Village Phase 5 and 6 Improvements with the project scheduled to be constructed over two years, beginning in 2021 and completed in 2022. The project includes the extension of sanitary sewer to serve the existing properties in the Old Village area together with the replacement of the aged watermain along the project corridors and reconstructing the public streets. The project construction remains in progress with the contractor preparing to remobilize in April for the 2022 construction season.

PROPOSAL DETAILS/ANALYSIS: As part of the street and drainage improvements the City will be replacing six drainage culverts along 33rd Street North with each culvert extending 10 to 13 feet into the UPRR right-of-way. The culverts represent a long-standing existing condition and the area drainage characteristics are not being substantially altered or increased. However, in order to perform this replacement work, the UPRR is requiring the City to execute the attached Drainage Encroachment Agreement and pay a one-time license fee. The agreement has been reviewed by the City Attorney and staff is recommending approval of the Drainage Encroachment Agreement with the Union Pacific Railroad.

FISCAL IMPACT: A license fee in the amount of \$28,000 is being required by the Union Pacific Railroad to perform the necessary construction work within their UPRR right-of-way. In addition, the City will be required to pay inspection fees and track monitoring fees to be performed by UPRR consultants (Rail Pros) while the City contractor is working within the UPRR right-of-way. With the additional license fee cost and railroad consultant inspection fees, it is anticipated that the total project costs remain on budget.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the consent agenda*, the Union Pacific Railroad Drainage Encroachment Agreement, license fee and associated inspection fees for the Old Village Phase 5 and 6 Improvements and authorize the Mayor and City Clerk to execute the agreement. *If removed from the consent agenda*, the recommended motion for this action is as follows:

“Move to approve the Union Pacific Railroad Drainage Encroachment Agreement, license fee and associated inspection fees for the Old Village Phase 5 and 6 Street, Drainage and Utility Improvements and authorize the Mayor and City Clerk to execute the agreement”.

ATTACHMENTS:

1. Union Pacific Railroad Drainage Encroachment Agreement.



March 8, 2022
Folder: 03247-30

KRISTINA HANDT
CITY OF LAKE ELMO
3880 LAVERNE AVENUE NORTH, SUITE #100
LAKE ELMO MN 55042

RE: Proposed Construction of Three 18 Inch And Three 15 Inch RCP Storm Sewer Drainage Outfalls Only Between Mile Posts 11.3 and 11.6 on the Altoona Subdivision at or near Lake Elmo, Washington County, Minnesota

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please return the executed agreement via email. For any payment(s), please follow the accompanying instructions.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company.

- Payment in the amount of **Twenty Eight Thousand Dollars (\$28,000.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Folder No. 03247-30 noted on that document.** If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If you have any questions concerning this Agreement, please contact me at (402) 544-5433.

Sincerely,

Craig Benson
Mgr Real Estate Contracts

DRAINAGE ENCROACHMENT AGREEMENT

Between Mile Posts 11.3 and 11.6 Altoona Subdivision
Location: Lake Elmo, Washington County, Minnesota

THIS AGREEMENT ("Agreement") is made and entered into as of March 8, 2022, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF LAKE ELMO**, a Minnesota municipal corporation to be addressed at 3880 Laverne Avenue North, Suite #100, Lake Elmo, Minnesota 55042 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate three 18 inch and three 15 inch RCP Storm Sewer drainage outfalls only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Lake Elmo, Washington County, State of Minnesota ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated January 24, 2022, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for three 18 inch and three 15 inch RCP Storm Sewer drainage outfalls, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Twenty Eight Thousand Dollars (\$28,000.00)**.

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licenser at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licenser to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licenser herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licenser to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licenser of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licenser to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licenser, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licenser's written consent, will be absolutely void and may result in Licenser's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Folder No. 03247-30)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF LAKE ELMO
3880 Laverne Avenue North, Suite #100
Lake Elmo, Minnesota 55042

Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

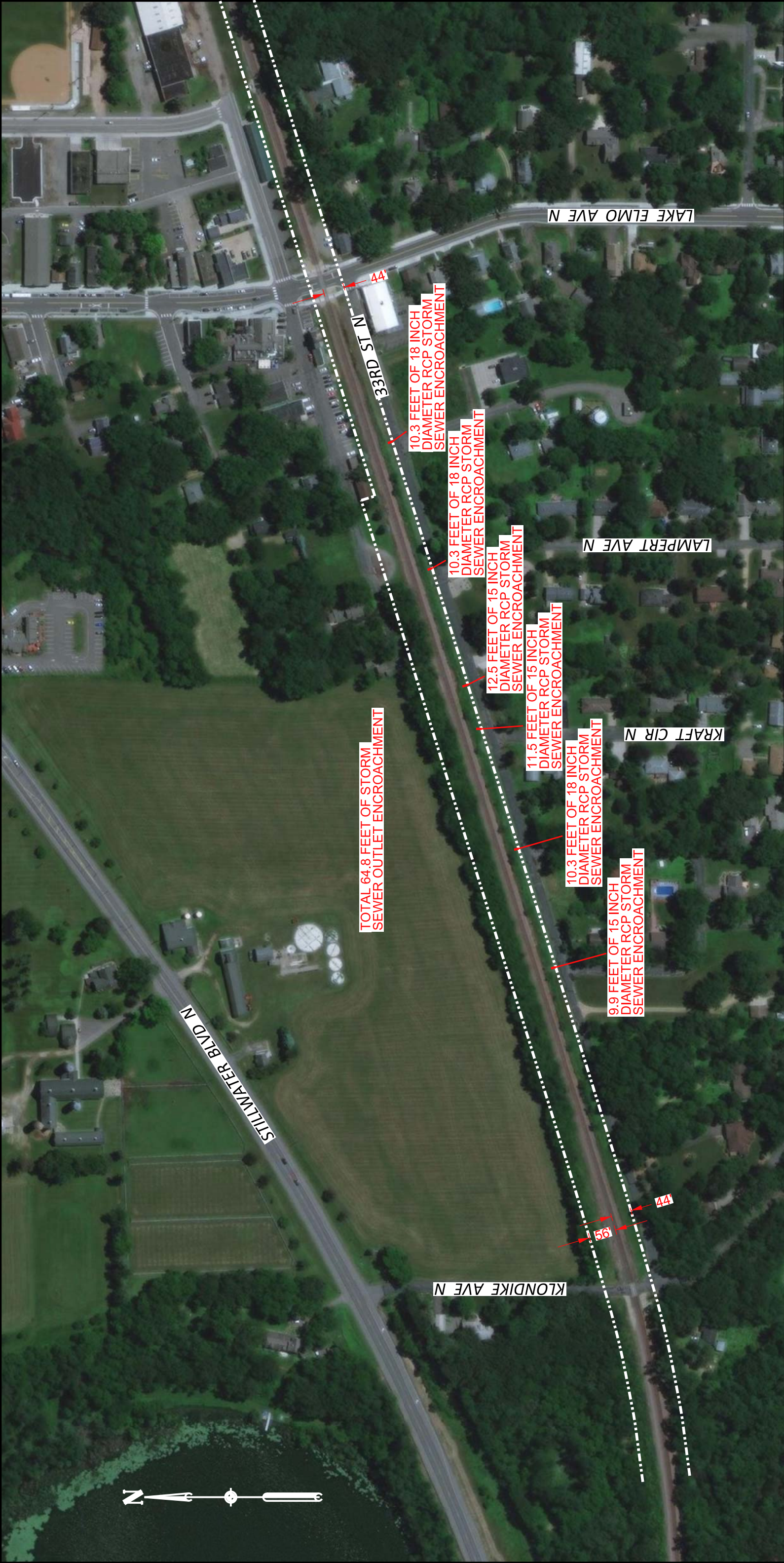
CITY OF LAKE ELMO

By: _____

By: _____

Name Printed: _____

Title: _____



LEGEND:

PIPELINE ENCROACHMENT - - - - -

UPPRCO. R/W OUTLINED - - - - -

CADD
FILENAME

0324730

SCAN
FILENAME

X

NOTE: BEFORE YOU BEGIN ANY WORK, SEE
AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

LAKE ELMO, WASHINGTON COUNTY, MINNESOTA

M.P. 11.30 TO 11.60 - ALTOONA SUB.

MAP CMO V-2 / 2

SCALE: 1" = 200'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 1-24-2022

PJB FILE: 0324730

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensors to use and maintain its entire property including the right and power of Licensors to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensors without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensors to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensors's satisfaction and in strict conformity with: (i) Licensors's current engineering standards and specifications, including those for shoring and cribbing to protect Licensors's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensors's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensors, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensors's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensors's approval, Licensee shall contact both of Licensors's field representatives ("Licensors's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of

five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensors if flagging services are needed again after such five day cessation notice has been given to Licensors.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensors's then current safety standards located at the below web address ("Licensors's Safety Standards") to ensure uniformity with the safety standards followed by Licensors's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensors if it determines that any of Licensors's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensors's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensors, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensors's operations and work performed by Licensors's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensors shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensors's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit**

E. Licensors shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensors's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensors provides such support, Licensors shall invoice Licensee, and Licensee shall pay Licensors as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensors's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensors's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline

Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad

Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licenser at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licenser immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licenser at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licenser's requirements. Upon Licenser's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licenser may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licenser will be at the cost and expense of Licensee. In the event that Licenser performs any of the Restoration Work, Licensee shall release Licenser from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licenser's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the

additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.



STAFF REPORT

DATE: March 15, 2022

TO: City Council
FROM: Sam Magureanu, Finance Director
AGENDA ITEM: 4th Quarter 2021 - Financial Reports

BACKGROUND:

The finance director has prepared the 4th Quarter Financial Reports on March 15th, 2022. The Finance Director is recommending acceptance of the 4th Quarter Financial Reports.

ISSUE BEFORE THE COUNCIL:

- 1) Does the City Council have any questions regarding the 4th, 2021 Quarter Financial Reports?

DISCUSSION:

The Budget vs. Actual for 4th quarter 2021 is attached with explanations alongside line items to explain variances from the budget. This format aligns with the budget worksheets used during the 2021 budget cycle.

During the 4th quarter the City has received revenues from the second Tax Settlement in December for \$2,735,105.41. Taxes are only received in July for those collected in May, December for those collected in October, and a clean-up payment for any delinquent taxes collected by the end of December in January of the next year. Water and sewer utilities are billed quarterly. Revenues are recognized when billed rather than received. Storm Water is billed annually in January for the previous year.

Expenditures reflect a combination of ongoing expenses and items that are one-time payments per year.

Also includes is a summary of the investment portfolio through December 31, 2021.

FISCAL IMPACT:

N/A

RECOMMENDATION:

“Motion to accept the 4th Quarter Financial Reports.”

ATTACHMENTS:

4th Quarter Budget-to-Actual Reports
4th Quarter Investment Portfolio Summary

CITY OF LAKE ELMO
2021 YTD Actuals
Master Worksheet

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		2021	Actual	YTD % of	
Account Number	Description	Adopted	12/31/2021	Budget	Comments
Account Number	Description				
General Fund Revenues:					
Taxes					
101-410-1320-31010	Current Ad Valorem Taxes	3,522,782.00	3,547,611.57	100.70%	
101-410-1320-31020	Delinquent Ad Valorem Taxes	15,000.00	23,517.65	156.78%	
101-410-1320-31030	Mobile Home Tax	15,000.00	17,745.23	118.30%	
101-410-1320-31040	Fiscal Disparities	271,597.00	269,390.15	99.19%	
101-410-1320-31045	Delinquent Fiscal Disparities	-	-	#DIV/0!	
101-410-1320-31050	Tax Abatement	-	-	#DIV/0!	
101-410-1320-31520	30% Rental - County	-	6,618.52	#DIV/0!	
101-410-1320-31910	Penalty & Interest on Taxes	500.00	79.14	15.83%	
101-410-1320-31920	Forfeited Tax Sale Apportionment	-	-	#DIV/0!	
Total Taxes		3,824,879.00	3,864,962.26	101.05%	Within expectation
Licenses and Permits					
101-410-1320-32110	Liquor License	8,300.00	12,050.00	145.18%	Receipt in Q4. More than anticipated
101-410-1320-32180	Wastehauler License	720.00	-	0.00%	
101-410-1320-32181	General Contractor License	150.00	300.00	200.00%	
101-420-2400-32210	Building Permits	800,000.00	1,087,375.93	135.92%	More than anticipated
101-430-3100-32211	Driveway Permits	12,000.00	16,510.00	137.58%	
101-420-2400-32212	Fireplace Permits	16,000.00	17,940.00	112.13%	
101-420-2400-32220	Heating Permits	60,000.00	104,869.50	174.78%	Continental - permits
101-420-2400-32230	Plumbing Permits	75,000.00	134,601.70	179.47%	Continental - permits
101-420-2400-32232	Pool Permits	1,000.00	1,650.00	165.00%	More than anticipated
101-420-2400-32213	Siding Permits	5,000.00	6,022.85	120.46%	More than anticipated
101-420-2400-32214	Roof Permits	10,000.00	30,371.90	303.72%	More than anticipated
101-430-3100-32250	Utility Permits	21,600.00	51,647.20	239.11%	More than anticipated
101-420-2220-32260	Burning Permit	1,500.00	1,695.00	113.00%	More than anticipated
101-410-1320-32270	Massage Therapy Licenses	100.00	350.00	350.00%	
101-420-2400-32275	Fire Suppression Permits	2,000.00	14,435.15	721.76%	Continental - permits
101-420-2400-32278	Fire Permit Plan Check Fee	-	5,460.00	#DIV/0!	Continental - permits
101-420-2220-32275	Fire Sprinkler Permits		200.00	#DIV/0!	
101-410-1320-32281	Golf Cart Operation Permit	30.00	90.00	300.00%	
101-410-1320-32282	Miscellaneous Permits	100.00	88.00	88.00%	
Total Licenses and Permits		1,013,500.00	1,485,657.23	146.59%	Overall City budgeted conservatively in 2021.
Intergovernmental					
101-430-3100-33418	MSA - Maintenance	151,755.00	163,776.00	107.92%	Two payments a year
101-420-2220-33420	State Fire Aid	64,000.00	80,469.54	125.73%	Collected in Q4. Pass through in Oct
101-420-2220-33426	Miscellaneous State Grants		165.00	#DIV/0!	
101-430-3100-33630	Miscellaneous State Grants	1,500.00	-	0.00%	
101-450-5200-33426	Miscellaneous State Grants	4,820.00	2,675.60	55.51%	
101-410-1930-33426	Miscellaneous State Grants		3,503.19		
101-410-1320-33402	Market Value Credit - Ag		4,639.20	#DIV/0!	
101-410-1320-33403	Ag Reserve Credit		201.14	#DIV/0!	
101-410-1320-36100	Special Assessments		815.24	#DIV/0!	
101-410-1320-36102	Special Assessment Pen/Int		115.26	#DIV/0!	
101-000-0000-33620	Gravel Tax	-	5,240.90	#DIV/0!	
101-000-0000-33621	Recycling Grant	-	11,951.00	#DIV/0!	
101-410-1320-36207	MCMA Grant		3,500.00	#DIV/0!	
101-410-1320-33623	Payment in Lieu of Taxes	34,097.00	34,096.61	100.00%	Receipt in Q4
Total Intergovernmental		256,172.00	311,148.68	121.46%	

CITY OF LAKE ELMO
2021 YTD Actuals
Master Worksheet

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		2021	Actual	YTD % of	
Account Number	<u>Description</u>	<u>Adopted</u>	<u>12/31/2021</u>	<u>Budget</u>	Comments
Charges for Services					
101-410-1910-34103	Zoning & Subdivision Fees	40,000.00	50,215.00	125.54%	More than anticipated
101-420-2400-34104	Plan Check Fees	520,000.00	711,919.76	136.91%	Continental
101-410-1320-34105	Sale of Copies, Books, Maps	50.00	-	0.00%	
101-410-1520-34107	Assessment Searches	2,000.00	3,540.00	177.00%	More than anticipated. Driven by home sales in the city
101-410-1450-34111	Cable Operation Reimbursement	5,000.00	-	0.00%	
101-420-2400-34112	Planning & Zoning Review Fee	20,000.00	33,434.00	167.17%	More than anticipated
101-430-3100-34114	Street Light Fee	1,000.00	2,580.00	258.00%	
101-410-1910-34115	Base Map Upgrading Fee	3,000.00	7,700.00	256.67%	
101-420-2400-34207	Building Code Surcharges		14,335.80	#DIV/0!	
101-410-1320-36803	Escrow Admin Revenues		59,944.84	#DIV/0!	Not budgeted
101-410-1910-36206	Escrow Administration Fee	20,000.00	31,986.81	159.93%	More than anticipated activity
Total Charges for Services		611,050.00	915,656.21	149.85%	Overall City budgeted conservatively in 2021.
Fines and Forfeits					
101-410-2100-35100	Fines	35,000.00	45,748.90	130.71%	Actual Interest earned \$45,748.90
Total Fines and Forfeits		35,000.00	45,748.90	130.71%	Within expectation
Investment Earnings					
101-410-1320-36210	Interest Earnings	77,000.00	(1,254.82)	-1.63%	Offset by the Market Value adjustment for Financial Reporting at year end. Actual Interest earned \$50,266.72.
Total Investment Earnings		77,000.00	(1,254.82)	-1.63%	Lower interest rates in 2021 than anticipated
Miscellaneous					
101-410-1320-31811	Cable Franchise Revenue	85,000.00	81,019.18	95.32%	Collected in June. Cable Franchise Ramsey/Washington Cty Cable Commission.
101-420-2220-36200	Miscellaneous Revenue		7,725.56	#DIV/0!	
101-410-1320-36200	Miscellaneous Revenue	3,000.00	20,486.40	682.88%	13K LMC 2021 PC Dividend Insurance Trust - not expected in 2021
101-430-3100-36200	Miscellaneous Revenue	500.00	4,079.69	815.94%	Disposal of PW items
101-410-1910-36200	Miscellaneous Revenue	15,000.00	14,285.00	95.23%	AUAR Fees - Legacy at North Star 4th
101-450-5200-36200	Miscellaneous Park revenue		25.00	#DIV/0!	
101-410-1410-36204	Reimbursements - Elections		4,021.99	#DIV/0!	
101-420-2220-36204	Reimbursements - Fire		27,616.27	#DIV/0!	
101-410-1910-36236	Conservation Easement Fee	20,000.00	-	0.00%	Not yet collected in 2021. Last collected in 2018
101-410-1320-36230	Donations	10,000.00	9,000.00	90.00%	Jaycees
101-410-1320-34120	Tower Rent	112,517.00	103,630.58	92.10%	
Total Miscellaneous		246,017.00	271,889.67	110.52%	Within expectation
Prior Period Adjustments					
Total General Fund Revenues:		6,063,618.00	6,893,808.13	113.69%	

CITY OF LAKE ELMO
2021 YTD Actuals
Master Worksheet

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		2021	Actual	YTD % of	
Account Number	Description	Adopted	12/31/2021	Budget	Comments
General Fund Expenditures:					
1110	Mayor & Council				
Personnel					
101-410-1110-41030	Part-time Salaries	25,690.00	25,690.00	100.00%	
101-410-1110-41220	FICA Contributions	1,593.00	1,592.78	99.99%	
101-410-1110-41230	Medicare Contributions	373.00	372.54	99.88%	
101-410-1110-41510	Workers Compensation	130.00	117.71	90.55%	
Total Personnel		27,786.00	27,773.03	99.95%	Within expectation
Materials and Supplies					
101-410-1110-42000	Office Supplies	125.00	69.77	55.82%	
101-410-1110-42001	Computer Reimbursement	3,000.00	2,858.99	95.30%	
101-410-1110-43310	Mileage	300.00	-	0.00%	
101-410-1110-43185	IT Support	1,332.00	1,202.88	90.31%	
Total Materials and Supplies		4,757.00	4,131.64	86.85%	Within expectation
Charges and Services					
101-410-1110-44300	Miscellaneous	7,250.00	7,035.00	97.03%	
101-410-1110-44330	Dues & Subscriptions	16,500.00	15,514.00	94.02%	
101-410-1110-44370	Conferences & Training	1,000.00	175.00	17.50%	
Total Charges and Services		24,750.00	22,724.00	91.81%	
1110	Total Mayor & Council	57,293.00	54,628.67	95.35%	Within expectation
1320	Administration				
Personnel					
101-410-1320-41010	Full-time Salaries	169,407.00	175,444.43	103.56%	
101-410-1320-41040	Temporary Employees	-	1,532.40	#DIV/0!	This is offset by the MCMA Grant
101-410-1320-41210	PERA Contributions	12,706.00	13,224.17	104.08%	
101-410-1320-41216	MSRS Contributions -City Admin	1,649.00	1,355.41	82.20%	
101-410-1320-41220	FICA Contributions	10,503.00	10,484.77	99.83%	
101-410-1320-41230	Medicare Contributions	2,456.00	2,462.59	100.27%	
101-410-1320-41300	Insurance	31,837.00	24,381.43	76.58%	
101-410-1320-41325	Life Insurance	127.00	122.54	96.49%	
101-410-1320-41330	STD/LTD	905.00	878.13	97.03%	
101-410-1320-41510	Workers Compensation	2,103.00	1,538.14	73.14%	Paid in Q2
Total Personnel		231,693.00	231,424.01	99.88%	Within Expectation

CITY OF LAKE ELMO
2021 YTD Actuals
Master Worksheet

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		2021	Actual	YTD % of	
Account Number	Description	Adopted	12/31/2021	Budget	Comments
Materials and Supplies					
101-410-1320-42000	Office Supplies	3,200.00	1,159.92	36.25%	
101-410-1320-42030	Printed Forms	100.00	-	0.00%	
Total Materials and Supplies		3,300.00	1,159.92	35.15%	Within Expectation
Charges and Services					
101-410-1320-43100	Assessing Services	97,625.00	102,846.88	105.35%	Billed in Q2
101-410-1320-43040	Legal Services	87,500.00	49,351.21	56.40%	Conservative budget
101-410-1320-43150	Contract Services	3,000.00	1,044.59	34.82%	
101-410-1320-43180	Information Technology/Web	7,350.00	-	0.00%	
101-410-1320-43185	IT Support	-	7,299.96	#DIV/0!	Budgeted in -43190
101-410-1320-42002	IT Hardware	600.00	867.54	144.59%	
101-410-1320-43190	Software Programs	2,540.00	327.06	12.88%	LF,ADOBE, PLANIT
101-410-1320-43210	Telephone	2,664.00	2,372.07	89.04%	
101-410-1320-43220	Postage	2,500.00	3,378.87	135.15%	
101-410-1320-43310	Mileage	1,100.00	408.80	37.16%	
101-410-1320-43510	Legal Publishing	2,000.00	5,289.67	264.48%	
101-410-1320-43610	Insurance	45,067.00	41,176.74	91.37%	Billed in Q2
101-410-1320-44040	Repairs/Maint Eqpt		2,427.72	#DIV/0!	
101-410-1320-44330	Dues & Subscriptions	2,200.00	1,412.87	64.22%	
101-410-1320-44370	Conferences & Training	5,000.00	1,084.92	21.70%	
101-410-1320-44371	Allocation to Building Inspections	(2,810.00)	-	0.00%	
Total Charges and Services		256,336.00	219,288.90	85.55%	Within Expectation
Miscellaneous					
101-410-1320-44300	Miscellaneous	1,500.00	1,435.79	95.72%	
Total Miscellaneous		1,500.00	1,435.79	95.72%	Within Expectation
1320	Total Administration	492,829.00	453,308.62	91.98%	Within Expectation
1410	Elections				
Personnel					
101-410-1410-41030	Part-time Salaries	-	1,605.75	#DIV/0!	2021 School Election Judge Pay
101-410-1410-41510	Workers Compensation	-	-	#DIV/0!	
Total Personnel		-	1,605.75	#DIV/0!	
Charges and Services					
101-410-1410-43150	Contract Services	3,150.00	3,100.00	98.41%	
Total Charges and Services		3,150.00	3,100.00	98.41%	Within Expectation
Capital Outlay					
101-410-1410-45800	Other Equipment	-	-	#DIV/0!	
101-480-8000-45800	Other Equipment	-	-	#DIV/0!	
Total Capital Outlay		-	-	#DIV/0!	
Miscellaneous					
101-410-1410-44300	Miscellaneous	-	406.06	#DIV/0!	2021 School Election Judge - Food
Total Miscellaneous		-	406.06	#DIV/0!	
1410	Total Elections	3,150.00	5,111.81	162.28%	Within Expectation

CITY OF LAKE ELMO
2021 YTD Actuals
Master Worksheet

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		2021	Actual	YTD % of	
Account Number	Description	Adopted	12/31/2021	Budget	Comments
1450	Communications				
Personnel					
101-410-1450-41010	Full-time Salaries	27,128.00	27,460.12	101.22%	
101-410-1450-41210	PERA Contributions	2,035.00	2,048.14	100.65%	
101-410-1450-41220	FICA Contributions	1,682.00	1,693.34	100.67%	
101-410-1450-41230	Medicare Contributions	393.00	396.14	100.80%	
101-410-1450-41300	Insurance	6,909.00	2,936.93	42.51%	
101-410-1450-41325	Life Insurance	28.00	27.81	99.32%	
101-410-1450-41330	STD/LTD	145.00	145.91	100.63%	
101-410-1450-41510	Workers Compensation	307.00	259.28	84.46%	Paid in Q2
Total Personnel		38,627.00	34,967.67	90.53%	Within expectation
Charges and Services					
101-410-1450-43090	Newsletter	1,200.00	1,231.28	102.61%	
101-410-1450-43180	Information Technology/Web	2,200.00	2,946.77	133.94%	
101-410-1450-43185	IT Support	589.00	584.52	99.24%	
101-410-1450-43220	Postage	1,650.00	1,967.29	119.23%	
101-410-1450-43152	Cable Operations	5,000.00	2,745.00	54.90%	
101-410-1450-44370	Conferences and Training	500.00	-	0.00%	
Total Charges and Services		11,139.00	9,474.86	85.06%	Within expectation
1450	Total Communications	49,766.00	44,442.53	89.30%	
1520	Finance				
Personnel					
101-410-1520-41010	Full-time Salaries	74,290.00	71,095.70	95.70%	
101-410-1520-41040	Temporary Employees	7,102.00	6,025.50	84.84%	
101-410-1520-41210	PERA Contributions	5,572.00	5,301.00	95.14%	
101-410-1520-41220	FICA Contributions	5,046.00	4,599.67	91.15%	
101-410-1520-41230	Medicare Contributions	1,180.00	1,075.81	91.17%	
101-410-1520-41300	Insurance	13,589.00	10,750.20	79.11%	
101-410-1520-41325	Life Insurance	54.00	385.68	714.22%	
101-410-1520-41330	STD/LTD	457.00	287.74	62.96%	
101-410-1520-41510	Workers Compensation	935.00	710.04	75.94%	Paid in Q2
Total Personnel		108,225.00	100,231.34	92.61%	Within expectation. Not fully staffed. See Additional Contracted services over budget.
Materials and Supplies					
101-410-1520-42000	Office Supplies	800.00	696.67	87.08%	
101-410-1520-42030	Printed Forms	1,000.00	979.83	97.98%	
Total Materials and Supplies		1,800.00	1,676.50	93.14%	Within expectation
Charges and Services					
101-410-1520-43010	Audit Services	8,227.00	8,608.25	104.63%	
101-410-1520-43150	Contract Services	10,000.00	15,834.00	158.34%	AEM financial Services for finance. Due to Staff changes and no Finance Director. Offset by reduced salary expenditures in finance.
101-410-1520-43185	IT Support	4,157.00	4,128.24	99.31%	
101-410-1520-43220	Postage		6.85	#DIV/0!	
101-410-1520-42002	IT Hardware	1,500.00	1,773.62	118.24%	
101-410-1520-43190	Software Programs	2,919.00	4,383.46	150.17%	
101-410-1520-43210	Telephone	613.00	-	0.00%	
101-410-1520-43310	Mileage	500.00	-	0.00%	
101-410-1520-44330	Dues & Subscriptions	2,300.00	720.00	31.30%	GFOA annual Review and Subscription paid in Q3
101-410-1520-44370	Conferences & Training	3,200.00	680.50	21.27%	GFOA conference attended in Q3/Q4 billed
101-410-1520-44371	Allocation to Building Inspections	(2,324.00)	-	0.00%	
Total Charges and Services		31,092.00	36,134.92	116.22%	Within expectation
Miscellaneous					
101-410-1520-44300	Miscellaneous	5,000.00	772.50	15.45%	
Total Miscellaneous		5,000.00	772.50	15.45%	
1520	Total Finance	146,117.00	138,815.26	95.00%	Within expectation

CITY OF LAKE ELMO
2021 YTD Actuals
Master Worksheet

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		2021	Actual	YTD % of	
Account Number	Description	Adopted	12/31/2021	Budget	Comments
1910	Planning & Zoning				
Personnel					
101-410-1910-41010	Full-time Salaries	163,494.00	153,261.66	93.74%	
101-410-1910-41040	Temporary Employees	7,102.00	9,340.50	131.52%	
101-410-1910-41210	PERA Contributions	12,262.00	11,125.14	90.73%	
101-410-1910-41220	FICA Contributions	10,577.00	9,947.22	94.05%	
101-410-1910-41230	Medicare Contributions	2,474.00	2,326.49	94.04%	
101-410-1910-41300	Insurance	32,222.00	12,497.35	38.79%	
101-410-1910-41325	Life Insurance	129.00	751.45	582.52%	
101-410-1910-41330	STD/LTD	935.00	579.19	61.95%	
101-410-1910-41510	Workers Compensation	1,739.00	1,562.63	89.86%	Paid in Q2
Total Personnel		230,934.00	201,391.63	87.21%	Within expectation
Materials and Supplies					
101-410-1910-42000	Office Supplies	150.00	323.47	215.65%	Non budgeted items for Planning
101-410-1910-42030	Printed Forms	-	-		
Total Materials and Supplies		150.00	323.47	215.65%	
CDBG					
101-410-1910-43010	Comm Facilities	400.00	-	0.00%	
Total CDBG		400.00	-		
Charges and Services					
101-410-1910-43020	Comprehensive Planning	-	-		
101-410-1910-43030	Engineering Services	12,000.00	4,670.75	38.92%	
101-410-1910-43150	Contract Services	21,000.00	86,120.77	410.10%	No City Planner. Used Bolton and Menk
101-410-1910-43185	IT Support	6,160.00	6,014.04	97.63%	
101-410-1910-42002	IT Hardware		1,768.87	#DIV/0!	
101-410-1910-43190	Software Programs	1,514.00	-	0.00%	
101-410-1910-43210	Telephone	600.00	-	0.00%	Expensed in -43185
101-410-1910-43220	Postage	150.00	-	0.00%	
101-410-1910-43310	Mileage	100.00	-	0.00%	
101-410-1910-43510	Legal Publishing	1,200.00	770.25	64.19%	
101-410-1910-44330	Dues & Subscriptions	500.00	-	0.00%	
101-410-1910-44370	Conferences & Training	500.00	-	0.00%	
Total Charges and Services		43,724.00	99,344.68	227.21%	
Miscellaneous					
101-410-1910-44300	Miscellaneous	200.00	-	0.00%	
Total Miscellaneous		200.00	-	0.00%	
1910	Total Planning & Zoning	275,408.00	301,059.78	109.31%	

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Account Number	Description	2021 Adopted	Actual 12/31/2021	YTD % of Budget	Comments
1930	Engineering Services				
Charges and Services					
101-410-1930-43030	Engineering Services	40,000.00	30,000.00	75.00%	
101-410-1930-43210	Telephone	-	-		
Total Charges and Services		40,000.00	30,000.00	75.00%	Within expectation
Capital Outlay					
101-480-8000-45900	Construction Projects	-	-	#DIV/0!	
Total Capital Outlay		-	-	#DIV/0!	
1930	Total Engineering Services	40,000.00	30,000.00	75.00%	
1940	City Hall				
Materials and Supplies					
101-410-1940-42110	Cleaning Supplies	100.00	40.00		
101-410-1940-42230	Building Repair Supplies	800.00	86.97	10.87%	
Total Materials and Supplies		900.00	126.97	14.11%	
Charges and Services					
101-410-1940-43180	Information Technology/Web	440.00	-	0.00%	
101-410-1940-43185	IT Support	5,599.00	5,561.16	99.32%	
101-410-1940-43210	Telephone	903.00	-	0.00%	Expensed in -43185
101-410-1940-43810	Utilities	4,555.00	4,518.84	99.21%	
101-410-1940-43840	Refuse	1,648.00	1,897.50	115.14%	
101-410-1940-44120	Rentals - Building		(2,666.00)	#DIV/0!	PY void
101-410-1940-44010	Repairs/Maint Contractual Bldg	6,600.00	9,060.30	137.28%	Unbudgeted Electrical Wire Replacement to Parking Lot
101-410-1940-44040	Repairs/Maint Contractual Eqpt	16,000.00	7,852.18	49.08%	
101-410-1940-44371	Allocation to Building Inspections	(15,482.00)	-	0.00%	
Total Charges and Services		20,263.00	26,223.98	129.42%	
Miscellaneous					
101-410-1940-44300	Miscellaneous	1,800.00	996.29	55.35%	
Total Miscellaneous		1,800.00	996.29	55.35%	
1940	Total City Hall	22,963.00	27,347.24	119.09%	Within expectation
2100	Police				
Charges and Services					
101-420-2100-43150	Law Enforcement Contract	920,183.00	901,119.57	97.93%	
101-420-2100-44300	Misc. - Community Event	1,800.00	-	0.00%	
Total Charges and Services		921,983.00	901,119.57	97.74%	
2100	Total Police	921,983.00	901,119.57	97.74%	Within expectation
2150	Prosecution				
Charges and Services					
101-420-2150-43045	Attorney Criminal	51,000.00	50,212.00	98.45%	
Total Charges and Services		51,000.00	50,212.00	98.45%	
2150	Total Prosecution	51,000.00	50,212.00	98.45%	Within expectation

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		2021	Actual	YTD % of	
Account Number	Description	Adopted	12/31/2021	Budget	Comments
2220	Fire				
Personnel					
101-420-2220-41010	Full-time Salaries	169,562.00	149,817.69	88.36%	Inspector not hired until April
101-420-2220-41030	Part-time Salaries	191,527.00	112,496.84	58.74%	
101-420-2220-41035	Paid On Call Salaries	75,000.00	102,554.96	136.74%	
101-420-2220-41210	PERA Contributions	42,012.00	45,653.62	108.67%	
101-420-2220-41220	FICA Contributions	27,038.00	6,210.68	22.97%	
101-420-2220-41230	Medicare Contributions	6,323.00	5,194.73	82.16%	
101-420-2220-41300	Insurance	31,726.00	24,744.85	78.00%	
101-420-2220-41325	Life Insurance	120.00	233.24	194.37%	
101-420-2220-41330	STD/LTD	1,108.00	611.25	55.17%	
101-420-2220-41420	Unemployment Benefits	2,500.00	-	0.00%	
101-420-2220-41510	Workers Compensation	52,023.00	39,378.37	75.69%	Paid in Q2
Total Personnel		598,939.00	486,896.23	81.29%	Within expectation
Materials and Supplies					
101-420-2220-42000	Office Supplies	1,000.00	835.39	83.54%	
101-420-2220-42080	EMS Supplies	2,400.00	2,421.84	100.91%	
101-420-2220-42090	Fire Prevention	2,000.00	990.55	49.53%	
101-420-2220-42120	Fuel, Oil and Fluids	14,000.00	13,229.62	94.50%	
101-420-2220-42400	Small Tools & Equipment	24,679.00	31,520.65	127.72%	
Total Materials and Supplies		44,079.00	48,998.05	111.16%	
Charges and Services					
101-420-2220-43050	Physicals	8,300.00	8,052.00	97.01%	
101-420-2220-43150	Contract Services	3,500.00	2,550.00	72.86%	Valuation
101-420-2220-43185	IT Support	18,843.00	19,807.56	105.12%	
101-420-2220-42002	IT Hardware	1,200.00	1,200.00	100.00%	
101-420-2220-43210	Telephone	4,674.00	4,332.12	92.69%	
101-420-2220-43220	Postage	-	10.10	#DIV/0!	
101-420-2220-43230	Radio	20,000.00	22,959.31	114.80%	Paid Q1 in April
101-420-2220-43310	Mileage	500.00	285.60	57.12%	
101-420-2220-43630	Insurance	10,467.00	9,562.97	91.36%	Paid Q2
101-420-2220-43810	Utility	15,450.00	14,168.31	91.70%	
101-420-2220-43840	Refuse	1,030.00	898.33	87.22%	
101-420-2220-44010	Repairs/Maint Bldg	9,000.00	11,017.63	122.42%	
101-420-2220-44040	Repairs/Maint Eqpt	43,920.00	49,484.64	112.67%	
101-420-2220-44170	Uniforms	10,000.00	12,697.55	126.98%	
101-420-2220-44330	Dues & Subscriptions	6,330.00	6,840.98	108.07%	
101-420-2220-44350	Books	1,000.00	941.98	94.20%	
101-420-2220-44370	Conferences & Training	20,580.00	21,715.06	105.52%	
Total Charges and Services		174,794.00	186,524.14	106.71%	Within expectation
Capital Outlay					
101-480-8000-45500	Vehicle	-	-	#DIV/0!	
101-480-8000-45800	Equipment	-	-	#DIV/0!	
Total Capital Outlay		-	-	#DIV/0!	
Miscellaneous					
101-420-2220-44300	Miscellaneous	2,000.00	2,259.42	112.97%	
Total Miscellaneous		2,000.00	2,259.42	112.97%	
2220	Total Fire	819,812.00	724,677.84	88.40%	
2220	Fire Relief				
Charges and Services					
101-420-2250-44920	Fire State Aid	64,000.00	80,469.54	125.73%	Pass through in Oct
Total Charges and Services		64,000.00	80,469.54	125.73%	
2250	Total Fire Relief	64,000.00	80,469.54	125.73%	Within expectation

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		2021	Actual	YTD % of	
Account Number	Description	Adopted	12/31/2021	Budget	Comments
2400	Building Inspection				
Personnel					
101-420-2400-41010	Full-time Salaries	400,707.00	320,304.62	79.93%	no B.O. offset by increase in contracted services
101-420-2400-41210	PERA Contributions	30,053.00	25,185.55	83.80%	
101-420-2400-41216	MSRS Employer Contribution	504.00	456.75	90.63%	
101-420-2400-41220	FICA Contributions	24,844.00	18,076.67	72.76%	
101-420-2400-41230	Medicare Contributions	5,810.00	4,422.32	76.12%	
101-420-2400-41300	Insurance	81,179.00	53,549.26	65.96%	
101-420-2400-41325	Life Insurance	331.00	389.23	117.59%	
101-420-2400-41330	STD/LTD	2,341.00	1,348.22	57.59%	
101-420-2400-41510	Workers Compensation	4,815.00	4,221.92	87.68%	Paid in Q2
Total Personnel		550,584.00	427,954.54	77.73%	Within expectation
Materials and Supplies					
101-420-2400-42000	Office Supplies	1,750.00	848.51	48.49%	
101-420-2400-42030	Printed Forms	350.00	-	0.00%	
101-420-2400-42120	Fuel, Oil and Fluids	3,600.00	3,574.05	99.28%	
Total Materials and Supplies		5,700.00	4,422.56	77.59%	Within expectation
Charges and Services					
101-420-2400-43030	Engineering	5,000.00	487.50	9.75%	
101-420-2400-43150	Inspector Contract Services	319,300.00	769,929.96	241.13%	MNSPECT services. More than anticipated
101-420-2400-43180	Information Technology/Web	-	1,785.00	#DIV/0!	
101-420-2400-43185	IT Support	6,820.00	6,176.76	90.57%	
101-420-2400-42002	IT Hardware	700.00	1,413.32	201.90%	New computer BuildingInspector
101-420-2400-43190	Software Programs	1,100.00	1,495.00	135.91%	
101-420-2400-43210	Telephone	3,760.00	3,208.51	85.33%	
101-420-2400-43630	Insurance	4,962.00	3,404.01	68.60%	
101-420-2400-44040	Repairs/Maint Eqpt	1,500.00	7,478.70	498.58%	Vehicle repairs 4K and increase copier repairs
101-420-2400-44170	Uniforms	800.00	326.03	40.75%	
101-420-2400-44330	Dues & Subscriptions	500.00	290.00	58.00%	
101-420-2400-44350	Books	600.00	430.20	71.70%	
101-420-2400-44370	Conferences & Training	3,200.00	1,848.00	57.75%	
Total Charges and Services		348,242.00	798,272.99	229.23%	
Capital Outlay					
101-480-2400-45500	Vehicle	-	-	#DIV/0!	
Total Capital Outlay		-	-	#DIV/0!	
Miscellaneous					
101-420-2400-44371	Allocations from Admin, Finance, City Hall	20,616.00	-	0.00%	Offset by negative budgets in Admin, Finance and City Hall
101-420-2400-44300	Miscellaneous	1,000.00	868.40	86.84%	
Total Miscellaneous		21,616.00	868.40	4.02%	
2400	Total Building Inspection	926,142.00	1,231,518.49	132.97%	

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		2021	Actual	YTD % of	
Account Number	Description	Adopted	12/31/2021	Budget	Comments
2500	Emergency Communications				
Charges and Services					
101-420-2500-43150	Contract Services	3,350.00	1,514.00	45.19%	
Total Charges and Services		3,350.00	1,514.00	45.19%	
2500	Total Emergency Communications	3,350.00	1,514.00	45.19%	Within expectation
2700	Animal Control				
Charges and Services					
101-420-2700-43150	Contract Services	13,000.00	14,161.22	108.93%	
Total Charges and Services		13,000.00	14,161.22	108.93%	
2700	Total Animal Control	13,000.00	14,161.22	108.93%	Within expectation
3100	Streets				
Personnel					
101-430-3100-41010	Full-time Salaries	412,315.00	338,210.45	82.03%	PW allocations are estimated. Offset by increased Water, Sewer, Storm salaries.
101-430-3100-41020	Overtime	6,000.00	8,604.74	143.41%	
101-430-3100-41040	Temporary Employees	12,500.00	4,871.00	38.97%	
101-430-3100-41210	PERA Contributions	31,374.00	25,852.65	82.40%	
101-430-3100-41220	FICA Contributions	26,711.00	20,861.89	78.10%	
101-430-3100-41230	Medicare Contributions	6,247.00	4,878.74	78.10%	
101-430-3100-41300	Insurance	92,920.00	69,020.73	74.28%	
101-430-3100-41325	Life Insurance	427.00	304.66	71.35%	
101-430-3100-41330	STD/LTD	2,267.00	1,806.43	79.68%	
101-430-3100-41600	Safety Clothing Allowance	600.00	-	0.00%	
101-430-3100-41510	Workers Compensation	41,208.00	49,530.06	120.20%	Paid in Q2
Total Personnel		632,569.00	523,941.35	82.83%	
Materials and Supplies					
101-430-3100-42000	Office Supplies	500.00	171.14	34.23%	
101-430-3100-42120	Fuel, Oil and Fluids	21,000.00	21,203.03	100.97%	
101-430-3100-42150	Operating Supplies	9,500.00	9,192.12	96.76%	
101-430-3100-42210	Repair/Maint. Supplies	10,000.00	9,453.47	94.53%	
101-430-3100-42212	Repair/Maint. Supplies S&I	10,000.00	11,004.20	110.04%	
101-430-3100-42240	Street Maintenance & Landscaping - Materials	39,000.00	46,643.00	119.60%	
101-430-3100-42260	Street Signs	4,000.00	3,422.10	85.55%	
101-430-3100-42290	Sand/Salt S&I	85,000.00	55,574.81	65.38%	
101-430-3100-42400	Small Tools & Minor Equipment	4,500.00	3,784.14	84.09%	
101-430-3100-44375	Personal Protection Equipment	1,200.00	311.95	26.00%	
Total Materials and Supplies		184,700.00	160,759.96	87.04%	Within expectation

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		2021	Actual	YTD % of	
Account Number	Description	Adopted	12/31/2021	Budget	Comments
Charges and Services					
101-430-3100-43030	Engineering Services	14,000.00	10,044.20	71.74%	
101-430-3100-43090	Sealcoating & Crack Sealing	565,000.00	592,655.97	104.89%	
101-430-3100-43150	Contract Services	24,000.00	23,727.72	98.87%	
101-430-8066-43150	Contract Services		4,526.75	#DIV/0!	
101-430-3100-43185	IT Support	12,976.00	8,885.70	68.48%	
101-430-3100-42002	IT Hardware	750.00	743.00	99.07%	
101-430-3100-43190	Software Programs	1,750.00	6,543.81	373.93%	Beehive
101-430-3100-43210	Telephone	5,500.00	4,472.20	81.31%	
101-430-3100-43230	Radio	5,000.00	4,120.80	82.42%	
101-430-3100-43310	Mileage	250.00	-	0.00%	
101-430-3100-43510	Public Notices	212.00	-	0.00%	
101-430-3100-43630	Insurance	25,787.00	23,561.52	91.37%	Billed in Q2
101-430-3100-43810	Utilities	25,000.00	24,890.99	99.56%	
101-430-3100-43811	Street Lights	39,000.00	53,948.86	138.33%	
101-430-3100-43840	Refuse	4,600.00	9,120.89	198.28%	City got charged more for furniture/mattresses dumped at City trash locations
101-430-3100-44010	Repairs/Maint Bldg.	12,000.00	6,312.60	52.61%	
101-430-3100-44030	Repairs/Maint Imp Other Than Bldg.	650.00	579.22	89.11%	
101-430-3100-44040	Repairs/Maint Equip	29,500.00	14,597.96	49.48%	
101-430-3100-44041	Repairs/Maint Equip S&I	14,000.00	7,698.84	54.99%	
101-430-3100-44130	Equipment Rental	2,000.00	-	0.00%	
101-430-3100-44170	Uniforms	5,700.00	4,782.51	83.90%	
101-430-3100-44330	Dues & Subscriptions	750.00	323.37	43.12%	
101-430-3100-44370	Conferences & Training	4,500.00	1,529.00	33.98%	
101-430-3100-44380	Clean-up Days	-	-	#DIV/0!	
Total Charges and Services		792,925.00	803,065.91	101.28%	Within expectation
Capital Outlay					
101-900-9000-47200	Transfer to Vehicle Replacement Fund				
101-480-3100-45500	Capital Purchases	-	-	#DIV/0!	
Total Capital Outlay		-	-	#DIV/0!	
Miscellaneous					
101-430-3100-44300	Miscellaneous	1,000.00	541.25	54.13%	
Total Miscellaneous		1,000.00	541.25	54.13%	
3100	Total Streets	1,611,194.00	1,488,308.47	92.37%	

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		2021	Actual	YTD % of	
Account Number	Description	Adopted	12/31/2021	Budget	Comments
5200	Parks & Recreation				
Personnel					
101-450-5200-41010	Full-time Salaries	72,988.00	86,833.13	118.97%	PW allocations are estimated
101-450-5200-41040	Temporary Employees	10,000.00	5,054.00	50.54%	
101-450-5200-41210	PERA Contributions	5,474.00	6,472.97	118.25%	
101-450-5200-41220	FICA Contributions	5,145.00	5,482.85	106.57%	
101-450-5200-41230	Medicare Contributions	1,203.00	1,282.28	106.59%	
101-450-5200-41300	Insurance	15,415.00	16,470.80	106.85%	
101-450-5200-41325	Life Insurance	67.00	69.18	103.25%	
101-450-5200-41330	STD/LTD	401.00	443.25	110.54%	
101-450-5200-41600	Safety Clothing Allowance	350.00	350.00	100.00%	
101-450-5200-41510	Workers Compensation	10,901.00	4,144.89	38.02%	Paid in Q2
Total Personnel		121,944.00	126,603.35	103.82%	
Materials and Supplies					
101-450-5200-42000	Office Supplies	450.00	126.19	28.04%	
101-450-5200-42120	Fuel, Oil and Fluids	5,500.00	8,178.15	148.69%	
101-450-5200-42150	Operating Supplies	750.00	642.60	85.68%	
101-450-5200-42210	Repair/Maint. Supplies	6,000.00	7,054.86	117.58%	
101-450-5200-42230	Building Repair Supplies	500.00	359.87	71.97%	
101-450-5200-42250	Landscaping Materials	550.00	455.93	82.90%	
101-450-5200-42400	Small Tools & Minor Equipment	4,550.00	1,980.42	43.53%	
Total Materials and Supplies		18,300.00	18,798.02	102.72%	Within expectation
Charges and Services					
101-450-5200-43150	Contracted Services	56,000.00	48,494.39	86.60%	
101-450-5200-43185	IT Support	5,500.00	5,774.24	104.99%	
101-450-5200-43210	Telephone	1,750.00	877.71	50.15%	
101-450-5200-43630	Insurance	7,858.00	7,180.24	91.37%	Billed in Q2
101-450-5200-43810	Utilities	10,815.00	10,528.68	97.35%	
101-450-5200-43840	Refuse	4,000.00	3,886.51	97.16%	
101-450-5200-44010	Repairs/Maint Bldg	3,000.00	2,125.49	70.85%	
101-450-5200-44030	Repairs/Maint Imp Not Bldgs	3,200.00	2,070.61	64.71%	
101-450-5200-44040	Repairs/Maint Eqpt	14,000.00	6,292.49	44.95%	
101-450-5200-44120	Rentals - Buildings	7,000.00	8,909.34	127.28%	More than anticipated
101-450-5200-44170	Uniforms	1,100.00	952.91	86.63%	
101-450-5200-44302	Lakes	15,000.00	15,000.00	100.00%	
101-450-5200-44370	Conferences & Training	3,000.00	815.00	27.17%	
101-450-5200-44130	Equipment Rental	1,000.00	73.00	7.30%	
101-450-5200-44375	Personal Protection Equipment	400.00	-	0.00%	
Total Charges and Services		133,623.00	112,980.61	84.55%	
Capital Outlay					
101-900-9000-47200	Transfer to Vehicle Replacement Fund				
101-900-5200-45500	Capital Purchases	-	-	#DIV/0!	
Total Capital Outlay		-	-	#DIV/0!	
Miscellaneous					
101-450-5200-44300	Miscellaneous	1,000.00	309.41	30.94%	
Total Miscellaneous		1,000.00	309.41	30.94%	
5200	Total Parks & Recreation	274,867.00	258,691.39	94.12%	

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		2021	Actual	YTD % of	
Account Number	Description	Adopted	12/31/2021	Budget	Comments
9000	Transfers				
Transfers					
101-493-9360-47200	Transfers Out		378,736.48	#DIV/0!	To close the Village Fund
101-900-9000-47201	Operating Transfer to Proj Fun		30,000.00	#DIV/0!	Transfer to cover Inwood & 5th St Stop Light
101-900-9000-47205	Operating Transfer to EDA	30,000.00	30,000.00	100.00%	
101-900-9000-47250	Operating Trans to Vehicle-Add	125,000.00	125,000.00	100.00%	
101-900-9000-47200	Transfer to Vehicle Replacement Fund	135,746.00	135,746.00	100.00%	
Total Transfers		290,746.00	699,482.48	240.58%	
9000	Total Transfers	290,746.00	699,482.48	240.58%	Within expectation
9000	Contingency Reserve				
Contingency Reserve					
	Reserve for possible Insurance Increase	-	-	#DIV/0!	
Total Contingency Reserve		-	-	#DIV/0!	
9000	Contingency Reserve	-	-	#DIV/0!	
	Prior Period Adjustments				
Total General Fund Expenditures:		6,063,620.00	6,504,868.91	107.28%	
Total Gen Fund Revs. Over/(Under) Expenditures:		(2.00)	388,939.22		

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		2021	Actual	YTD % of	
Account Number	Description	Adopted	12/31/2021	Budget	Comments
601	Water Fund				
Water Fund Revenues:					
601-000-0000-36100	Special Assessments	10,740.00	56,024.17	521.64%	Includes new assessment rolls, adjustments for prepayments during the year for certified assessments
601-494-8000-36103	Prepaid Special Assessments	-	88,821.77	#DIV/0!	Prepaid of new assessment rolls prior to certification
601-000-0000-37100	Water Sales	1,029,177.00	1,238,310.07	120.32%	New accounts and streamlining the billing process with a FT UB staff
601-000-0000-37120	Bulk Water	1,000.00	709.55	70.96%	
601-000-0000-37140	Water Access Revenue	1,617,000.00	1,545,000.00	95.55%	Fluctuates with timing and number of developments/projects.
601-000-0000-37150	Water Connections - Municipal	451,000.00	508,000.00	112.64%	Continental in Q1. More than anticipated overall
601-000-0000-37170	Meter Sales	95,000.00	149,943.52	157.84%	Reflects the growth in increased building
601-000-0000-36220	Rent	26,000.00	8,000.00	30.77%	Farmland Rent Keene Faarms LLC
Total Water Fund Revenues:		3,229,917.00	3,594,809.08	111.30%	
Water Fund Expenses:					
Personnel					
601-494-9400-41010	Full-time Salaries	217,707.00	284,849.97	130.84%	PW allocations are estimated. Offset by decreased street salaries.
601-494-9400-41030	Part-time Salaries	13,992.00	-	0.00%	No part time salaries since utility billing clerk made ft position
601-494-9400-41020	Overtime	6,000.00	7,618.82	126.98%	
601-494-9400-41040	Temporary Employees	-	-	#DIV/0!	
601-494-9400-41210	PERA Contributions	17,827.00	21,379.94	119.93%	
601-494-9400-41216	MSRS Contributions -City Admin	461.00	557.39	120.91%	
601-494-9400-41220	FICA Contributions	14,737.00	16,906.11	114.72%	
601-494-9400-41230	Medicare Contributions	3,447.00	3,957.87	114.82%	
601-494-9400-41300	Insurance	44,902.00	57,711.06	128.53%	
601-494-9400-41325	Life Insurance	197.00	231.33	117.43%	
601-494-9400-41330	STD/LTD	1,177.00	1,428.56	121.37%	
601-494-9400-41600	Safety Clothing Allowance	400.00	546.22	136.56%	
601-494-9400-41510	Workers Compensation	7,682.00	7,853.08	102.23%	
Total Personnel		328,529.00	403,040.35	122.68%	Within expectation
Materials and Supplies					
601-494-9400-42000	Office Supplies	800.00	475.84	59.48%	
601-494-9400-42120	Fuel, Oil and Fluids	9,000.00	8,877.97	98.64%	
601-494-9400-42030	Printed Forms	750.00	958.14	127.75%	
601-494-9400-42150	Operating Supplies	3,500.00	3,572.45	102.07%	
601-494-9400-42160	Chemicals	11,000.00	8,429.12	76.63%	
601-494-9400-42210	Repair/Maint. Supplies	16,000.00	5,512.24	34.45%	
601-494-9400-42300	Water Meters & Supplies	145,000.00	179,885.40	124.06%	Purchase at beginning of year and in line with revenues generated from sales of meters
601-494-9400-44375	Personal Protective Equipment	800.00	378.47	47.31%	
601-494-9400-42400	Small Tools & Minor Equipment	9,800.00	3,885.69	39.65%	
Total Materials and Supplies		196,650.00	211,975.32	107.79%	Within expectation

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		2021	Actual	YTD % of	
Account Number	<u>Description</u>	<u>Adopted</u>	<u>12/31/2021</u>	<u>Budget</u>	Comments
Charges and Services					
601-494-9400-43030	Engineering Services	25,000.00	7,119.31	28.48%	
601-494-9400-43010	Audit Services	8,227.00	8,608.25	104.63%	
601-494-9400-43090	Newsletter	1,100.00	1,187.37	107.94%	
601-494-9400-43150	Contract Services	30,000.00	38,785.36	129.28%	More than anticipated
601-494-9400-43185	IT Support	8,027.00	8,680.22	108.14%	
601-494-9400-42002	IT Hardware	1,000.00	-	0.00%	
601-494-9400-43190	Software Programs	9,900.00	7,896.79	79.77%	
601-494-9400-43210	Telephone	2,000.00	1,602.58	80.13%	
601-494-9400-44377	Credit Card Fees	7,262.00	10,931.41	150.53%	
601-494-9400-43220	Postage	4,000.00	1,972.07	49.30%	
601-494-9400-43310	Mileage	200.00	-	0.00%	
601-494-9400-43610	Insurance	11,607.00	10,605.41	91.37%	Billed in Q2
601-494-9400-43810	Electric Utility	80,000.00	108,408.76	135.51%	
601-494-9400-43820	Water Utility	23,000.00	30,056.69	130.68%	
601-494-9400-44030	Repairs\Maint Imp Not Bldgs	45,000.00	15,028.19	33.40%	
601-494-9400-44040	Repairs\Maint. Equip.	7,500.00	1,463.96	19.52%	
601-494-9400-44010	Repairs\Maint Imp Bldgs	4,000.00	3,135.65	78.39%	
601-494-9400-44150	Equipment Rental	1,000.00	1,600.00	160.00%	
601-494-9400-44170	Uniforms	1,000.00	879.51	87.95%	
601-494-9400-44330	Dues & Subscriptions	400.00	300.00	75.00%	
601-494-9400-44370	Conferences & Training	2,500.00	3,963.88	158.56%	
601-494-9400-44386	Real Estate Taxes	23,777.00	23,474.00	98.73%	
Total Charges and Services		296,500.00	285,699.41	96.36%	Within expectation
Capital Outlay					
601-494-9400-45300	Improvmnts Other Than Bldgs	658,844.00	241,383.00	36.64%	Based on timing of construction. Budget for Oversizing and meter replacement
Total Capital Outlay		658,844.00	241,383.00	36.64%	
Miscellaneous and Non-operating					
601-494-9400-44300	Miscellaneous	2,000.00	542.19	27.11%	
601-494-9400-46010	Bond Principal	790,000.00	790,000.00	100.00%	Bond Principal payments are adjusted at EOY against Bonds outstanding
601-494-9400-46110	Bond Interest	252,402.00	219,564.42	86.99%	Refinanced 2013A Bonds resulted in interest savings
Total Misc. and Non-operating		1,044,402.00	1,010,106.61	96.72%	Within expectation
	Prior Period Adjustments				
Total Water Fund Expenses:		2,524,925.00	2,152,204.69	85.24%	
Total Water Fund Revs. Over/(Under) Expenses:		704,992.00	1,442,604.39	204.63%	

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		2021	Actual	YTD % of	
Account Number	Description	Adopted	12/31/2021	Budget	Comments
602	Sewer Fund				
Sewer Fund Revenues:					
602-000-0000-36100	Special Assessments	162,570.00	1,545,647.78	950.76%	Includes new assessment rolls, adjustments for prepayments during the year for certified assessments
602-495-8055-36103	Special Assessments	-	9,249.63	#DIV/0!	SA payoffs
602-495-8000-36103	Prepaid Special Assessments	-	336,268.40	#DIV/0!	SA payoffs
602-000-0000-37200	Sewer Sales	466,378.00	404,245.81	86.68%	Estimated high. Will revisit in projections in 2022. PY revenues were 350K
602-000-0000-37220	SAC Early Pay discount/revenue	7,500.00	8,995.70	119.94%	
602-000-0000-37240	Sewer Connecton Fee Revenue (SAC)	1,359,000.00	1,491,000.00	109.71%	Fluctuates with timing and number of developments/projects.
602-000-0000-37260	Sewer Connection Fees Municipa	389,000.00	482,000.00	123.91%	Continental Properties in Q1 and Royal Golf 3rd Q3
Total Sewer Fund Revenues:		2,384,448.00	4,277,407.32	179.39%	
Sewer Fund Expenses:					
Personnel					
602-495-9450-41010	Full-time Salaries	82,123.00	104,266.55	126.96%	PW allocations are estimated. Offset by decreased street salaries.
602-495-9450-41030	Part-time Salaries	12,243.00	-	0.00%	No part time salaries since utility billing clerk made ft position
602-495-9450-41020	Overtime	6,000.00	7,264.92	121.08%	
602-495-9450-41210	PERA Contributions	7,527.00	8,396.36	111.55%	
602-495-9450-41216	MSRS Contributions -City Admin	308.00	278.88	90.55%	
602-495-9450-41220	FICA Contributions	6,223.00	6,618.58	106.36%	
602-495-9450-41230	Medicare Contributions	1,455.00	1,550.26	106.55%	
602-495-9450-41300	Insurance	16,435.00	21,869.69	133.07%	
602-495-9450-41325	Life Insurance	69.00	82.65	119.78%	
602-495-9450-41330	STD/LTD	440.00	496.40	112.82%	
602-495-9450-41600	Safety Clothing Allowance	140.00	-	0.00%	
602-495-9450-41510	Workers Compensation	4,617.00	2,715.84	58.82%	
Total Personnel		137,580.00	153,540.13	111.60%	Within expectation
Materials and Supplies					
602-495-9450-42210	Repair/Maint. Supplies	3,500.00	2,689.15	76.83%	
602-495-9450-42000	Office Supplies	600.00	438.37	73.06%	
602-495-9450-42030	Printed Forms	600.00	594.00	99.00%	
602-495-9450-42120	Fuel, Oil and Fluids	8,200.00	8,871.45	108.19%	
602-495-9450-42150	Operating Supplies	1,500.00	663.22	44.21%	
602-495-9450-44375	Personal Protective Equipment	350.00	193.05	55.16%	
602-495-9450-42400	Small Tools & Minor Equipment	2,500.00	2,116.53	84.66%	
Total Materials and Supplies		17,250.00	15,565.77	90.24%	Within expectation

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		2021	Actual	YTD % of	
Account Number	Description	Adopted	12/31/2021	Budget	Comments
Charges and Services					
602-494-9450-42210	RepairMaint. Supplies	-	67.88	#DIV/0!	
602-495-9450-43030	Engineering Services	15,000.00	1,875.25	12.50%	
602-495-9450-43010	Audit Services	8,227.00	8,608.25	104.63%	
602-495-9450-43090	Newsletter	1,100.00	1,187.35	107.94%	
602-495-9450-43150	Contract Services	50,000.00	35,264.44	70.53%	
602-495-9450-43185	IT Support	4,684.00	5,122.82	109.37%	
602-495-9450-42002	IT Hardware	650.00	-	0.00%	
602-495-9450-43190	Software Programs	9,305.00	8,771.76	94.27%	
602-495-9450-43210	Telephone	2,500.00	2,596.82	103.87%	
602-495-9450-44377	Credit Card Fees	7,262.00	10,931.41	150.53%	
602-495-9450-43220	Postage	3,500.00	1,447.79	41.37%	
602-495-9450-43310	Mileage	100.00	-	0.00%	
602-495-9450-43610	Insurance	4,633.00	4,233.70	91.38%	Q2 Expense
602-495-9450-43810	Electric Utility	15,500.00	19,629.51	126.64%	
602-495-9450-43820	Sewer Utility - Met Council	265,011.00	265,011.36	100.00%	
602-495-9450-44010	Repairs/Maint Imp Bldgs	1,000.00	1,180.51	118.05%	
602-495-9450-44040	Repairs/Maint. Equip.	4,500.00	3,387.43	75.28%	
602-495-9450-44150	Equipment Rental	8,000.00	7,000.00	87.50%	
602-495-9450-44170	Uniforms	600.00	545.57	90.93%	
602-495-9450-44030	Repairs\Maint Imp Not Bldgs	4,000.00	5,282.05	132.05%	
602-495-9450-44370	Conferences & Training	3,500.00	1,600.08	45.72%	
Total Charges and Services		409,072.00	383,743.98	93.81%	Within expectation
Capital Outlay					
602-480-8081-43030	Engineering Services	-	4,467.35	#DIV/0!	
602-480-8081-43150	Contract Services	-	749.99	#DIV/0!	
602-495-9450-45300	Improvements Other Than Bldgs	275,760.00	120,760.00	43.79%	Utility Van and Oversizing. Q4 expenses for oversizing \$120K booked in Oct.
Total Capital Outlay		275,760.00	125,977.34	45.68%	
Miscellaneous and Non-operating					
602-495-9450-44300	Miscellaneous Expenses	1,000.00	-		
602-495-9450-46010	Bond Principal	470,000.00	470,000.00	100.00%	Bond Principal payments are adjusted at EOY against Bonds outstanding
602-495-9450-46110	Bond Interest	169,822.00	134,538.01	79.22%	Refinanced 2013A Bonds resulted in interest savings
Total Misc. and Non-operating		640,822.00	604,538.01	94.34%	
	Prior Period Adjustment				
Total Sewer Fund Expenses:		1,480,484.00	1,283,365.23	86.69%	
Total Sewer Fund Revs. Over/(Under) Expenses:		903,964.00	2,994,042.09	331.21%	

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		2021	Actual	YTD % of	
Account Number	Description	Adopted	12/31/2021	Budget	Comments
603	Storm Water Fund				
Storm Water Fund Revenues:					
603-000-0000-36210	Interest on Investment	4,574.00	(2,038.07)	-44.56%	Offset by the Market Value adjustment for Financial Reporting at year end. Actual interest earned \$8,721
603-000-0000-37300	Surface Water Utility Sales	385,155.00	405,203.78	105.21%	Billed once a year. Booked in Q4
603-000-0000-34113	SW Review Fee Revenue	35,000.00	46,520.00	132.91%	
Total Storm Water Fund Revenues:		424,729.00	449,685.71	105.88%	
Storm Water Fund Expenses:					
Personnel					
603-496-9500-41010	Full-time Salaries	43,133.00	57,921.34	134.29%	PW allocations are estimated. Offset by decreased street salaries.
603-496-9500-41030	Part-time Salaries	8,745.00	-	0.00%	no part time salaries since utility billing clerk made ft position
603-496-9500-41020	Overtime	1,000.00	426.65	42.67%	
603-496-9500-41210	PERA Contributions	3,966.00	4,517.24	113.90%	
603-496-9500-41216	MSRS Contributions -City Admin	154.00	139.45	90.55%	
603-496-9500-41220	FICA Contributions	3,278.00	3,556.59	108.50%	
603-496-9500-41230	Medicare Contributions	767.00	833.16	108.63%	
603-496-9500-41300	Insurance	8,599.00	13,475.06	156.70%	
603-496-9500-41325	Life Insurance	36.00	43.50	120.83%	
603-496-9500-41330	STD/LTD	230.00	282.26	122.72%	
603-496-9500-41600	Safety Clothing Allowance	125.00	125.00	100.00%	
603-496-9500-41510	Workers' Compensation	2,232.00	1,060.04	47.49%	
Total Personnel		72,265.00	82,380.29	114.00%	Within expectation
Materials and Supplies					
603-496-9500-42000	Office Supplies	450.00	53.55	11.90%	
603-496-9500-42120	Fuel, Oil and Fluids	3,500.00	1,443.52	41.24%	
603-496-9500-42030	Printed Forms	600.00	594.00	99.00%	
603-496-9500-42270	Repair/Maint. Maint Supplies	2,250.00	3,413.30	151.70%	
603-496-9500-42150	Operating Supplies	1,000.00	-	0.00%	
603-496-9500-44375	Personal Protective Equipment	500.00	(200.00)	-40.00%	
603-496-9500-42400	Small Tools & Minor Equipment	2,500.00	250.46	10.02%	
Total Materials and Supplies		10,800.00	5,554.83	51.43%	

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		2021	Actual	YTD % of	
Account Number	Description	Adopted	12/31/2021	Budget	Comments
Charges and Services					
603-496-9500-43030	Engineering Services	10,000.00	10,615.90	106.16%	
603-496-9500-43010	Audit Services	8,227.00	8,608.25	104.63%	
603-496-9500-43150	Contract Services	6,500.00	7,902.93	121.58%	
603-496-9500-43185	IT Support	4,620.00	4,697.74	101.68%	
603-496-9500-42002	IT Hardware	600.00	-	0.00%	
603-496-9500-43190	Software Programs	8,232.00	7,796.78	94.71%	
603-496-9500-43210	Telephone	1,100.00	1,017.77	92.52%	
603-496-9500-44377	Credit Card Fees	500.00	-	0.00%	
603-496-9500-43220	Postage	1,650.00	1,436.94	87.09%	
603-496-9500-43510	Legal Publishing	60.00	-	0.00%	
603-496-9500-43610	Insurance	7,277.00	6,647.41	91.35%	Billed in Q2
603-496-9500-44010	Street Sweeping	28,000.00	17,230.19	61.54%	
603-496-9500-44040	Repairs/Maint Equip	2,500.00	615.88	24.64%	
603-496-9500-44015	Repairs/Maint Bldg	100.00	-	0.00%	
603-496-9500-44030	Repairs/Maint Not Bldg	25,000.00	-	0.00%	
603-496-9500-44150	Equipment Rental	1,000.00	3,500.00	350.00%	
603-496-9500-44170	Uniforms	250.00	180.42	72.17%	
603-496-9500-44370	Conferences & Training	2,000.00	854.00	42.70%	
Total Charges and Services		107,616.00	71,104.21	66.07%	Within expectation
Capital Outlay					
603-496-9500-45300	Improvements Other Than Bldgs	-	24,185.00	#DIV/0!	Linden Ave Storm Sewer Repair
Total Capital Outlay		-	24,185.00	#DIV/0!	
Miscellaneous and Non-operating					
603-496-9500-44300	Miscellaneous Expenses	5,000.00	780.00	15.60%	
603-496-9500-46010	Bond Principal	200,000.00	200,000.00	100.00%	Bond Principal payments are adjusted at EOY against Bonds outstanding
603-496-9500-46110	Bond Interest	54,771.00	49,359.40	90.12%	Refinanced 2013A Bonds resulted in interest savings
Total Misc. and Non-operating		259,771.00	250,139.40	96.29%	
	Prior Period Adjustment				
Total Storm Water Fund Expenses:		450,452.00	433,363.73	96.21%	
Total Storm Water Fund Revs. Over/(Under) Expenses:		(25,723.00)	16,321.98	-63.45%	

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		2021	Actual	YTD % of	
Account Number	Description	Adopted	12/31/2021	Budget	Comments
221	EDA Brookfield Building Fund				
EDA Brookfield Bldg Fund Revenues:					
221-000-0000-34110	Tenant Rents	88,836.00	57,539.00	64.77%	Within expectation. Tenants moved out in 2021
221-000-0000-39201	Transfer from City Hall Budget	30,000.00	30,000.00	100.00%	
Total EDA Brookfield Building Fund Revenues:		118,836.00	87,539.00	73.66%	
EDA Brookfield Bldg Fund Expenses:					
Materials and Supplies					
221-460-6301-42110	Repair/Maint. Maint Supplies	2,000.00	310.40	15.52%	
221-460-6301-42150	Operating Supplies	100.00	-	0.00%	
Total Materials and Supplies		2,100.00	310.40	14.78%	
Charges and Services					
221-460-6301-43150	Contract Services	10,000.00	13,134.62	131.35%	
221-460-6301-44386	Real Estate Taxes	14,410.00	13,612.00	94.46%	Paid in Q2
221-460-6301-43810	Utilities	21,630.00	17,535.48	81.07%	
221-460-6301-43840	Refuse	6,500.00	5,403.67	83.13%	
221-460-6301-44040	Repairs/Maint Equip	7,500.00	-	0.00%	
Total Charges and Services		60,040.00	49,685.77	82.75%	
Capital Outlay					
221-460-6301-45200	Buildings	-	-	#DIV/0!	
221-460-6301-45300	Improvements Other Than Bldgs	-	-	#DIV/0!	
Total Capital Outlay		-	-	#DIV/0!	
Miscellaneous and Non-operating					
221-460-6301-44300	Miscellaneous Expenses	1,000.00	3,268.00	326.80%	
221-460-6301-46010	Bond Principal	47,000.00	881,000.00	1874.47%	Refinanced in 2021
221-460-6301-46110	Bond Interest	38,588.00	54,746.25	141.87%	Refinanced in 2021
221-460-6301-46200	Fiscal Agent Fees	1,700.00	1,700.00	100.00%	
Total Misc. and Non-operating		88,288.00	940,714.25	1065.51%	
Total EDA Brookfield Bldg Fund Expenses:		150,428.00	990,710.42	658.59%	
Total EDA Brookfield Bldg Fund Revs. Over/(Under) Expenses:		(31,592.00)	(903,171.42)	2858.86%	

As of December 31, 2021					
Category Total	Concentration	Face / Cost	Yield to Maturity	Annualized Cost Yield Amount	Market Value
Money Market	66%	34,158,429.91	0.32%	108,928.18	\$ 34,158,429.91
Brokered CD	9%	4,383,000.00	1.32%	57,749.50	\$ 4,403,367.07
Non-Brokered CD	2%	1,000,000.00	0.50%	5,000.00	\$ 1,000,000.00
Government Securities	16%	8,265,000.00	0.71%	58,381.00	\$ 8,187,315.35
Municipal Securities	6%	3,159,873.20	2.44%	77,247.34	\$ 3,240,844.70
Checking	1%	728,057.44	0.00%	-	\$ 728,057.44
	100%	51,694,360.55	0.59%	\$ 307,306.01	\$ 51,718,014.47

As of September 30, 2021					
Category Total	Concentration	Face / Cost	Yield to Maturity	Annualized Cost Yield Amount	Market Value
Money Market	46%	14,729,862.39	0.29%	42,322.53	\$ 14,729,862.39
Brokered CD	18%	5,601,000.00	1.59%	89,322.40	\$ 5,655,198.40
Non-Brokered CD	3%	1,000,000.00	0.50%	5,000.00	\$ 1,000,000.00
Government Securities	23%	7,265,849.70	0.70%	50,882.70	\$ 7,248,831.40
Municipal Securities	11%	3,358,419.86	2.43%	81,495.43	\$ 3,466,955.15
Checking	0%	490,116.90	0.00%	-	\$ 490,116.90
	100%	32,445,248.85	0.83%	\$ 269,023.07	\$ 32,590,964.24

As of June 30, 2021					
Category Total	Concentration	Face / Cost	Yield to Maturity	Annualized Cost Yield Amount	Market Value
Money Market	38%	11,511,889.07	0.23%	26,959.55	\$ 11,511,889.07
Brokered CD	20%	6,091,000.00	1.73%	105,467.90	\$ 6,171,554.97
Non-Brokered CD	3%	1,000,000.00	0.50%	5,000.00	\$ 1,000,000.00
Government Securities	22%	6,765,538.80	0.72%	48,882.08	\$ 6,748,096.20
Municipal Securities	11%	3,358,419.86	2.43%	81,495.43	\$ 3,477,737.70
Checking	5%	1,603,746.43	0.00%	-	\$ 1,603,746.43
	100%	30,330,594.16	0.88%	\$ 267,804.96	\$ 30,513,024.37

As of March 31, 2021					
Category Total	Concentration	Face / Cost	Yield to Maturity	Annualized Cost Yield Amount	Market Value
Money Market	49%	15,759,163.04	0.11%	17,178.52	\$ 15,759,163.04
Brokered CD	23%	7,211,001.40	1.74%	125,564.52	\$ 7,306,877.88
Government Securities	9%	2,815,263.83	0.37%	10,281.53	\$ 2,806,717.10
Municipal Securities	11%	3,358,419.86	2.56%	86,099.59	\$ 3,461,168.90
Checking	8%	2,584,847.91	0.00%	-	\$ 2,584,847.91
	100%	31,728,696.04	0.75%	\$ 239,124.16	\$ 31,918,774.83

Change

Face/Cost

19,249,111.70 The total Cash & Investments increased 37.24% or \$19,249,984.37 37.24% due to the issuance of the 2021 G.O. Bond in December. The CIP portion of the funds is expected to be spent within the next 12-18 months, approximately 16Mill. As a result the funds are currently kept in a Money Market account at a yield rate of 0.45%. The rate is comparable to 1 year CD rates.

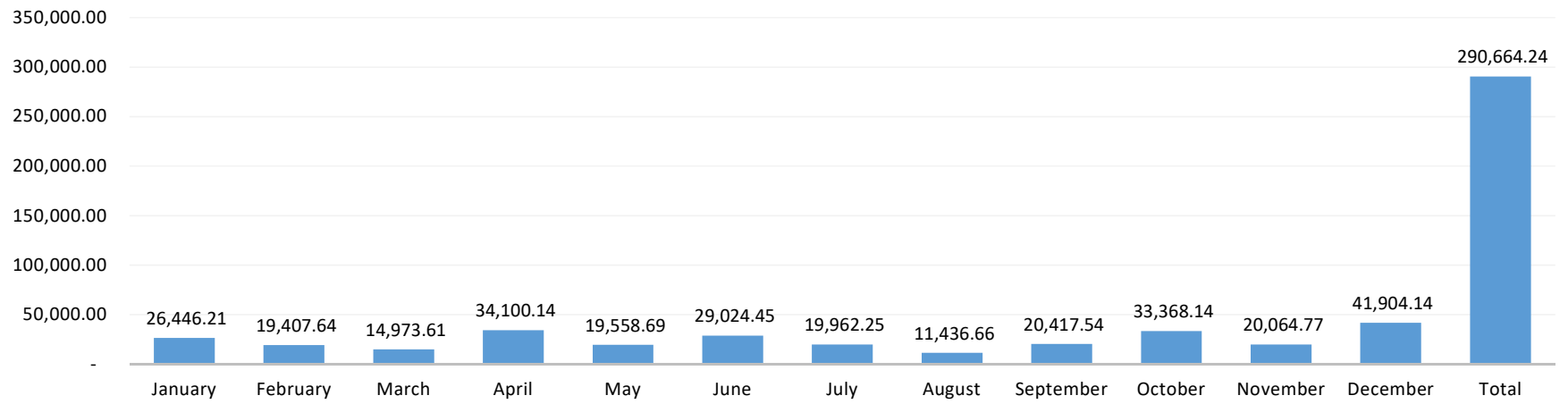
Yield to Maturity

-0.23% Overall the rates remained constant. The market continues to stay low. Going forward the greatest impact will be when CD's and Agency obligations are called and the options to replace will have yields over 1% to 2% less than the current yields. The number of calls on Munis are minimal so the yield that portion of the portfolio should not diminish significantly.

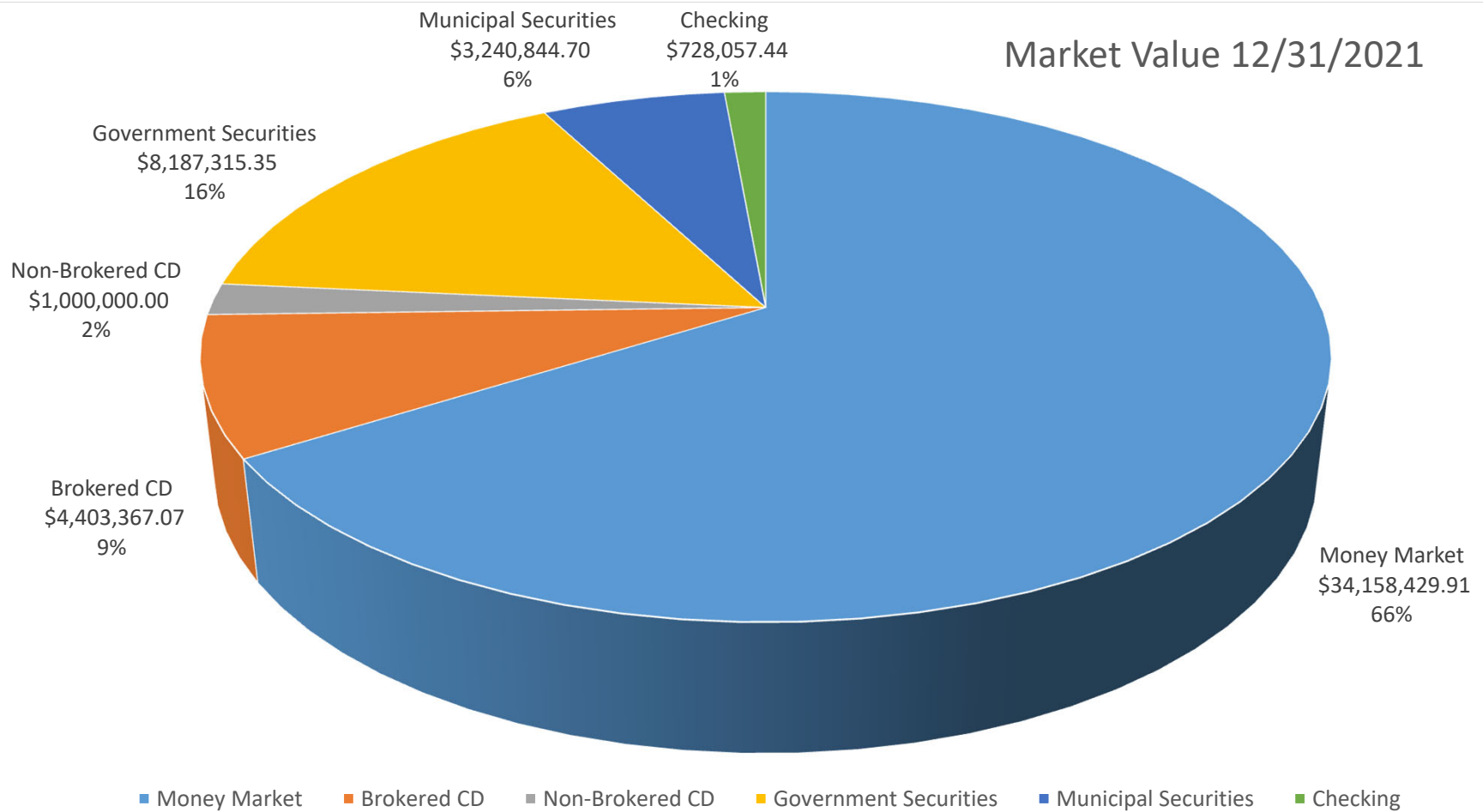
Concentration

57% Money Market increased approximately 57 % from previous quarter. As noted above funds for the City Center CIP project are kept in a Money Market account since are expected to be spent within the next 12-18 months. Additionally, cash are needed in January of 2022, approximately 3.5 Mill do meet the city debt service obligations, and to continue to pay for remaining 2021 Infrastructure CIP projects.

2021 Interest Earnings from Investments



Market Value 12/31/2021





DATE: March 15, 2022
CONSENT

AGENDA ITEM: Step Increase, Planning Director Molly Just
SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

Per the city's Compensation Policy, "A probationary employee may advance to the next pay step after satisfactorily completing six months of employment which meets performance expectations, subject to approval of the City Council... Determination of satisfactory performance must be recommended by the immediate supervisor on forms prescribed by the City Administrator."

Molly Just was hired as Planning Director effective September 10, 2021. Her probationary period ended March 10, 2021. A probationary performance review was completed, discussed by the employee and city administrator. The discussion included a review of performance as it relates to the planning director essential functions and sets out goals for the next review period.

ISSUE BEFORE COUNCIL:

Should the Council approve a step increase for Just?

PROPOSAL:

I am recommending Just receive one step increase effective March 10, 2022. She was hired at step 6 and would move to step 7 in the non-represented pay plan. Step 7 is a biweekly pay rate of \$4000.80.

FISCAL IMPACT:

Employee wage adjustments consistent with the Compensation Policy and Pay Plan were included in the 2022 budget.

RECOMMENDATION:

If removed from the consent agenda:

"Motion to approve a step increase to \$4,000.80 biweekly for Molly Just effective March 10, 2022."

ATTACHMENTS:

- None



DATE: March 15, 2022

CONSENT

TO: City Council

FROM: Dustin Kalis, Fire Chief & Katie Hawke, Relief Association President

AGENDA ITEM: Approve Lake Elmo Firefighters Relief Association Bylaws

REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND:

The Lake Elmo Firefighters Relief Association Board of Trustees has been working diligently this year on reviewing and updating the association's bylaws to ensure compliance with current state statutes, address inconsistencies and improve the overall readability of the document. With the last bylaw update occurring in 2013, we made it a priority for the year to get the bylaws updated. The Board of Trustees worked with Mike Stroeing, who has over 20 years' experience working with relief associations, to complete the bylaw update.

ISSUE BEFORE COUNCIL:

Should the City Council approve the Lake Elmo Firefighters Relief Association Bylaws as presented?

PROPOSAL DETAILS/ANALYSIS:

The Lake Elmo Firefighters Relief Association Board of Trustees focused on the following areas for the bylaw update:

- State statutory update and compliance
- Updated board member job descriptions

The bylaw update and revision have been approved by the Lake Elmo Firefighters Relief Association Board of Trustees and general membership of the association.

Approval of the municipality is required per Minn. Stat. 424A.02, subd 10 followed by submitting a copy to the State Auditor for final approval.

FISCAL IMPACT:

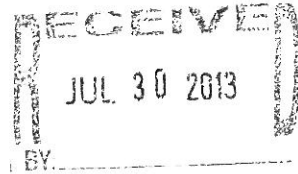
None. This bylaw update does not provide any changes or increase to the current benefit.

RECOMMENDATION:

Staff is recommending that the City Council approve, *as part of the Consent Agenda*, the Lake Elmo Firefighters Relief Association Bylaws. If removed from the consent agenda, the recommended motion for the action is as follows: ***"Motion to approve the Lake Elmo Firefighters Relief Association Bylaws."***

ATTACHMENTS:

- Bylaws of the Lake Elmo Firefighters Relief Association (February 27, 2022)
- Bylaws of the Lake Elmo Firefighters Relief Association (August 1, 2013)



RESTATED BYLAWS
OF
LAKE ELMO FIREFIGHTERS
RELIEF ASSOCIATION

The Bylaws of the Relief Association are hereby amended in their entirety and restated effective as of August 1, 2013.

ARTICLE I
NAMES

As provided in the Articles of Incorporation, the name of this organization shall be the Lake Elmo Firefighters Relief Association (the "Association").

ARTICLE II
DEFINITIONS

General Definitions

Whenever appropriate, words used herein in the singular shall include the plural, the plural may be read as the singular, and the masculine shall include the feminine.

The following words and phrases when used herein shall have the following meanings except as otherwise required by the context in which they are used:

"Active Member" is a member of the Association who is eligible for benefits and is currently meeting the minimum firefighter and service standards with the Fire Department or the Fire Chief. As of July 1, 2006, Active Members must be Volunteer Firefighters as defined in Section 2.1 of the Plan attached hereto.

"Board of Trustees" or "Board" shall mean the Board of Trustees of the Relief Association, and shall perform the functions and assume the same duties as a Board of Directors under Minnesota Statutes, Chapter 317A.

"Deferred Member" is a member of the Association who has retired or been terminated from the Fire Department but has not taken a distribution of benefits.

"Fire Department" is the Fire Department serving the Municipality.

"General Fund" shall mean the fund established pursuant to Minnesota Statutes, Section 424A.06 that holds the funds received from dues, fines, initiation fees, entertainment revenues and any money or property donated, given, granted or devised by any person, for unspecified uses.

"Material Financial Interest" is a financial interest or expectation of any kind on the part of a Board member or Relative, which is substantial enough to reasonably affect the judgment of the Trustee who has a conflict of interest. The term "financial interest" includes any and all monetary expectations and exists when a Board member or Relative has rights (whether or not a Deferred Member or beneficiary) to be paid compensation, retiree benefits, or to have their expenses reimbursed or obligations or other liabilities repaid, etc. (See Article IX Fiduciary Responsibility.)

"Municipality" is the City of Lake Elmo.

"Municipal Trustees," formerly known as 'ex-officios,' are members of the Board of Trustees designated solely by the Municipality and shall include the two appointed or elected officials and the fire chief, as further defined in Section 5.1 herein.

"Relative" is a member of one's family and includes spouses, parents, children, siblings, in-laws, aunts, uncles, first cousins, step-parents, step-children, and may include other family members such as common-law partners or long-time companions, of a Trustee who has a conflict of interest. (See Article IX Fiduciary Responsibility.)

"Special Fund" shall mean the fund as defined in Section 2.1 of the Plan attached hereto.

"Supermajority" is required when there is a conflict of interest on an item to be voted on by the Board of Trustees because one or more Trustees have a Material Financial Interest. A Supermajority is the majority of those Trustees after subtracting the Trustee(s) who has a conflict of interest (e.g., Nine (9) Trustees less two (2) with a conflict = Seven (7). Supermajority would require four (4) Trustees to vote in favor to pass the motion). (See Article IX Fiduciary Responsibility.)

ARTICLE III PURPOSE

As provided in the Articles of Incorporation, the purpose of the Association is to provide retirement relief and other benefits to members and their dependents. For purposes of Chapter 424A of Minnesota Statutes, the Association is a governmental entity that receives and manages public funds to provide retirement and ancillary benefits for individuals providing the governmental services of firefighting and, if applicable, emergency response. The Association may also raise funds from private sources to furnish fire and emergency equipment for the Fire Department, and for other purposes deemed necessary and appropriate by the Association to the extent permitted by law. Benefits paid to members and their dependents shall be funded exclusively through governmental sources and, to the extent provided by State law, through restricted donations.

ARTICLE IV MEMBERSHIP

4.1 Admission. All firefighters of the Fire Department are members of the Association and shall be eligible for benefits, except as otherwise stated in these bylaws. An application for membership shall be completed on the Membership Application and Beneficiary Designation form to become eligible for benefits in the Association. Upon approval of the member's application, such member shall accrue service credit for all active service while in probationary status.

4.2 Membership Duties. The Association does not require membership duties.

4.3 Membership Dues. The Association does not require membership dues.

4.4 Member Voting Rights. Each Active Member shall be entitled to one (1) vote on any matter voted upon by the membership. Deferred Members are not entitled to vote. Voting by proxy/absentee ballot is permitted following the procedures set forth in Section 4.5.

4.5 Proxy/Absentee Ballot. *Member Voting:* If permitted by the Board prior to a meeting, voting members may cast votes by submitting an absentee ballot provided by the Board that is signed by the member and deposited in the ballot box set out by the Board. Submission of an absentee ballot shall constitute a proxy to the officer of the Association designated and authorized on the ballot who is bound to cast the member's vote in accord with the member's ballot choices. The member may withdraw his/her proxy/absentee ballot by attending a meeting and voting in person. Use of proxies/absentee ballots may only be used on items listed on the ballot and may not be used when trustees and/or officers are elected from the floor during the meeting.

Counting Ballots: If ballots were used because there were more than two candidates for any Trustee position up for election as indicated under Section 7.2, an officer of the Association who is not standing for election shall count the ballots as follows: All first choices are counted, and if no candidate wins a majority of first choices, then the last place candidate is eliminated. Ballots of voters who ranked the eliminated candidate first are redistributed to their next choice candidates, as indicated on each voter's ballot. Last place candidates are successively eliminated and ballots are redistributed to next choices until one candidate remains or a candidate gains a majority of votes.

In case of a tie resulting from the above procedure, the candidates receiving the two highest number of votes shall be placed into new balloting to be effected at the meeting. The previously submitted proxy/absentee ballots shall be recounted using the above procedures for the two candidates who have tied. Simultaneously, members present at the meeting will recast their vote for the two candidates who have tied. Additional balloting including the proxy/absentee ballots for said office shall continue until one candidate shall receive a majority of votes cast on a reballot and he shall be elected to said office.

4.6 Separation. For records retention and administration of the Association, the Board may request that a Deferred Member complete and submit a Membership Separation Form.

4.7 Member Recognition. The Association may continue to honor members whose status has changed between volunteer/paid on-call and full- or part-time employee of the same Fire Department. The members shall adopt written policies and procedures, including any eligibility or types of recognition.

4.8 Termination. Any member who is terminated by the Fire Department or Municipality shall cease accruing benefits under the Association as of the date of termination.

ARTICLE V BOARD OF TRUSTEES

5.1 Composition. The Board of Trustees shall consist of nine (9) members. Six (6) trustees shall be elected from the membership of the relief association. There shall be three (3) officials drawn from the Municipality. The three (3) Municipal Trustees must be one (1) elected municipal official and one (1) elected or appointed municipal official, who are designated as municipal representatives by the municipal governing board annually, and the chief of the municipal fire department. The Municipal Trustees must be designated annually by the city council of the Municipality.

5.2 Duties. The Board of Trustees shall perform the functions and assume the same duties as a Board of Directors under Minnesota Statutes, Chapter 317A. In addition, the Board of Trustees shall:

- (a) Have exclusive control and management of all funds received by the Treasurer pursuant to the statutes of the State of Minnesota and all moneys or property donated, given, granted or devised for the benefit of the Association.
- (b) Examine the books, papers, funds, securities and property in the custody of the Treasurer, and general accounts, funds and securities, and property of the Association.
- (c) Examine and approve the validity of all claims prior to payment by the Treasurer.
- (d) Provide the forms on which members may submit claims to the Board of Trustees for their approval.
- (e) On an annual basis or more frequently as may be required to determine eligibility for benefits, confirm minimum firefighter and service standards pursuant to the Volunteer Firefighter definition in Section 2.1 of the Plan attached hereto.

- (f) Assume such additional duties as may be described in Article IX herein and in Association policies and procedures or required by state law including the establishment of any committee deemed necessary or appropriate.

ARTICLE VI OFFICERS

6.1 Number. The number of officers of the Association and their duties shall be as set forth below.

6.2 President. It shall be the duty of the President of the Association to:

- (a) Have general active management of the business of the corporation;
- (b) When present, preside at meetings of the Board and of the members;
- (c) See that orders and resolutions of the Board are carried into effect;
- (d) Sign and deliver in the name of the corporation bonds, contracts, or other instruments pertaining to the business of the corporation, except in cases in which the authority to sign and deliver is required by law to be exercised by another person or is expressly delegated by the articles or bylaws or by the Board to another officer or agent of the corporation;
- (e) Maintain records of and, when necessary, certify proceedings of the Board and the members; and
- (f) Perform other duties prescribed by the Board.

6.3 Pro Tem Officers. In the absence of the President and Vice President, if applicable, the Board of Trustees shall appoint an interim President from the existing Officers and/or Trustees other than the Municipal Trustees, who shall perform the duties applicable to the office.

6.4 Vice President. It shall be the duty of the Vice President to perform the duties of the President in the President's absence.

6.5 Secretary. It shall be the duty of the Secretary of the Association to:

- (a) Keep a record showing the correct addresses of all members and request the names of their beneficiaries.
- (b) Keep or cause to be kept an accurate record of all meetings of the Association and of all meetings of the Board of Trustees.
- (c) Conduct and direct the investigation of all claims.

- (d) Keep a record of all monies received and paid out by the Treasurer.
- (e) Provide access to the Association's Articles, Bylaws, minutes, and financial statement on the last annual accounting period to all members or all Board of Trustees (including the Municipal Trustees), for any proper purposes they may have, in accord with Minnesota Statutes, Section 317A.461.

6.6 Treasurer. It shall be the duty of the Treasurer of the Association to:

- (a) Receive and receipt all monies due the Association from members and other sources and to keep accurate accounts and records of all the money so received.
- (b) Have custody of all monies and securities belonging to the Association.
- (c) Furnish a surety bond in favor of the Association for the faithful performance of all duties involving the Association and for the safekeeping of, or accounting for, all monies and securities that may come into its possession. The bond shall be in an amount equal to at least 10% of the assets up to a maximum of \$500,000.
- (d) Pay all properly approved claims for benefits, and to pay all bills incurred in the way of necessary expenses in the conduct of the business of the Association and to keep accurate accounts and records of all the money so paid.

6.7 General Duties.

- (a) It shall be the duty of the President, along with the Treasurer to countersign all checks issued by the Association.
- (b) The officers shall annually prepare an annual financial report of the Association's receipts, disbursements, and balances in the Special and General Funds for the preceding calendar year on a form prescribed by the Office of the State Auditor. They shall transmit the report to the city clerk or clerk-treasurer of the Municipality for inspection, signature and transmission to the State Auditor pursuant to law.
- (c) Pursuant to the Volunteer Firefighter Relief Association Financing Guidelines Act of 1971, the officers of the Association shall, annually, determine the financial requirements of the Special Fund for the following year. The financial requirements of the relief association and the minimum municipal obligation must be included in the financial report or financial statement.

6.8 Compensation. As compensation for services to the Association by the officers, the membership may at the Annual Association meeting authorize payment of an aggregate salary expense payable from the Special Fund to one (1) or more of these officers. The amount shall be recommended by the Board to the membership and approved by the membership at their annual Association meeting.

ARTICLE VII ELECTIONS

7.1 Trustee Terms. The Trustees shall be elected to staggered two-year terms. There will be three (3) Trustees elected by the membership each year at the annual meeting of the Association, and begin their individual terms at the end of the meeting at which they are elected. Each appointed Municipal Trustee term is one (1) year or until the person's successor is qualified, whichever is later. The term of a Municipal Trustee shall terminate upon termination of the Trustee's position with the Municipality.

An individual Trustee may serve an unlimited number of terms.

7.2 Voting on Trustees. Each of the positions on the Board of Trustees who are not the Municipal Trustees shall be voted on separately by the Active Members in attendance at the annual meeting. No nominations of slates of candidates or cumulative voting shall be allowed. All votes unless specified prior to the vote, shall be conducted by a voice vote. A simple majority of those present at the meeting is needed to elect. If a simple majority cannot be determined by voice vote, the officer in charge of the vote shall ask for a show of hands or for a secret ballot. A trustee who was elected by the membership may be removed with or without cause by a simple majority vote of the Active Members in any subsequent annual, regular or special meeting.

If allowed by the Board of Trustees under Section 4.5, a proxy/absentee ballot may be used to perform "runoff voting" if there are more than two candidates for any Trustee position up for election and Active Members must rank candidates by order of preference. See Section 4.5 for counting ballots.

7.3 Officer Terms. The offices of President, Vice President, Secretary, and Treasurer shall be elected to two-year terms, and begin their individual terms at the end of the meeting at which they are elected.

The offices of President and Secretary shall be nominated and elected separately to a two-year staggered term in odd numbered years.

The offices of Vice President and Treasurer shall be nominated and elected separately to a two-year staggered term in even numbered years.

7.4 Voting on Officers. Officers are elected by the Active Members each year at the annual meeting of the Association from among the elected Trustees. Each position will be nominated and elected separately at this meeting. All votes unless specified prior to the vote, shall be conducted by a voice vote. A simple majority is needed for an officer to be elected. If a majority cannot be determined by voice vote, the officer in charge of the vote shall ask for a show of hands or for a secret ballot. Voting by proxy/absentee ballot will be allowed under Section 4.5.

An officer may be removed with or without cause by a simple majority vote of the Active Members in any subsequent annual, regular or special meeting.

No individual may hold more than one (1) officer position at one (1) time.

7.5 Officer and Trustee Vacancies. In the case of death, resignation or removal from office for any elected officer or Trustee of the Association, except a Municipal Trustee, the vacancy shall be filled by the Board of Trustees from the membership at a Board meeting to be duly called for the purpose of filling out this term. In the event an officer fails to retain his position as an elected Trustee, he must vacate his officer position pursuant to Minnesota Statutes, Chapter 424A Volunteer Firefighters' Retirement.

ARTICLE VIII MEETINGS

8.1 Annual Meeting of the Members. The annual (regular) meeting of the members shall be held on the first Sunday in March of each year except that if that day is a holiday, said meeting shall be held on the next succeeding Sunday. The place of the meeting shall be designated and may be changed from time to time by the Board of Trustees.

8.2 Regular Meetings of the Members. The members shall have no regular meetings.

8.3 Special Meetings of the Members. Special meetings of the members may be called at any time upon the written order of the President and one (1) other member of the Board of Trustees, or six (6) voting members of the Association. The place of the meeting shall be designated and may be changed from time to time by the Board of Trustees.

8.4 Notice of Meetings of the Members. A notice of every annual and any special meetings of the members shall include the date, time, place and purpose of the meeting and be *posted* on the bulletin board of the Association, or if no bulletin board, on the door of its usual meeting room; *and* in accord with Minnesota Statutes, Section 317A.433 Subd 4, business at a special membership meeting must be limited to the stated purpose; *and further* in accord with Minnesota Statutes Section 317A.435, each voting member shall be *provided* at least five (5), but not more than sixty (60) days, before the meeting, (excluding the date of the meeting) with notice setting forth the date, time, place, and purpose of the meeting.

8.5 Member Quorum. Forty (40) percent of the Active Members of the Association shall constitute a quorum for the transaction of business at their meetings.

8.6 Member Voting. Each Active Member present at the meeting shall be entitled to one (1) vote. All votes, unless specified prior to the vote, shall be conducted by a voice vote. If a majority cannot be determined by voice vote, the officer in charge of the vote shall ask for a show of hands or for a secret ballot. Voting by proxy/absentee ballot will be allowed under Section 4.5. A voting "majority" is majority of the quorum, not majority of the entire association membership.

8.7 Regular Meetings of the Board of Trustees. Meetings of the Board of Trustees shall be held on the second Monday of February, May, August and November except that if that

day is a holiday, said meeting shall be held on the next succeeding Monday. Meetings of the Board of Trustees shall be held at the Fire Station unless noticed for another place within the City as designated by the Board.

8.8 Special Meetings of the Board of Trustees. Special meetings of the Board of Trustees may be called at any time upon the written order of the President and one (1) other member of the Board of Trustees. The meeting shall be held at the Fire Station unless noticed for another place within the City as designated by the Board.

8.9 Notice of Meetings of the Board of Trustees. The association is governed by Minnesota Statutes, Section 13D.01 which requires that all meetings of the Association's Board of Trustees be open to the public with rare exceptions. All notices provided for in this Article shall comply with Minnesota Statutes, Section 13D.04 which requires at a minimum that:

- (a) a schedule of any regular meetings of the Board of Trustees be kept on file at the Association offices, and
- (b) for special meetings, a notice stating the date, time, place and purpose of the meeting be *posted* on the bulletin board of the Association, or if no bulletin board, on the door of its usual meeting room; *and* in accord with Minnesota Statutes, Section 317A.231, each Trustee shall be *provided* at least three (3), but not more than sixty (60) days, before the meeting, (excluding the date of the meeting) with notice setting forth the date, time, place, and purpose of the meeting.

8.10 Board Quorum. A majority of the Board of Trustees then in office shall constitute a quorum for the transaction of business at its meetings.

8.11 Board Voting. Unless the Articles or Bylaws specify otherwise, an action of the Board shall be effected by a majority vote of the Trustees present and eligible to vote once a quorum has been achieved. The officer in charge of a vote shall ask for a show of hands *but shall not allow* for a secret ballot *nor proxy*, and each vote shall be recorded in a public journal. No action shall be considered once a quorum has been lost.

8.12 Electronic Meeting Prohibited. Any meeting of the Board of Trustees or the membership by solely electronic means (e.g., e-mail, simulchat or phone conference) that is not accessible to the public at a set meeting location is prohibited.

8.13 Order of Business. At any annual, regular and all special meetings, the order of business shall be as follows:

- (a) Call to order by the President
- (b) Roll call (verify quorum)
- (c) Secretary's Report (reading of previous minutes)
- (d) Treasurer's Report
- (e) Report of the Board (member meeting)
- (f) Report of other committees (Board or member meeting)

- (g) Election of Trustees and Officers, if applicable (annual member meeting)
- (h) Old Business
- (i) New Business
- (j) Adjournment

ARTICLE IX FIDUCIARY RESPONSIBILITY

9.1 Board of Trustees. Each member of the Board of Directors, also acts as a trustee of the Special Fund. The Board of Directors therefore also acts as the Board of Trustees. The Board of Trustees is charged with administering retirement and ancillary benefits under the Special Fund, and the Trustees are fiduciaries subject to the standard of care set forth in Minnesota Statutes, Section 11A.09 and Section 356A.04. This includes specifically assuming such additional duties as may be described in Association policies and procedures or required by state law, including:

- (a) adopting an investment policy;
- (b) providing written investment restrictions to brokers;
- (c) securing certificates of insurance; and
- (d) establishing a continuing education plan in order to keep abreast of their fiduciary responsibilities.

9.2 Prohibited Transactions. No fiduciary of the Association shall cause the Association to engage in a transaction if the fiduciary knows or should know that a transaction constitutes one (1) of the following direct or indirect transactions:

- (a) sale or exchange or leasing of any real estate between the Association and a Board member;
- (b) lending of money or other extension of credit between the Association and a Board member or member of the Association;
- (c) furnishing of goods, services, or facilities between the Association and a Board member;
- (d) transfer to a Board member, or use by or for the benefit of a Board member, of any assets of the Association. Transfer of assets does not mean the payment of Association benefits or administrative expenses permitted by law; or
- (e) sale, exchange, loan, or lease of any item of value between the Association and a fiduciary of the Association other than for a fair market value and as a result of an arm's-length transaction.

9.3 Fiduciary Responsibilities Apart from the Special Fund. Although the title "Trustee" is applied to members of the Board of Directors of the Association, the fiduciary

standard that Directors are subject to is two-tiered as a matter of State law. With respect to the Association's Special Fund, Trustees are required to meet a standard of care that applies to fiduciaries under Minnesota Statutes, Section 11A.09 and Section 356A.04, as described above. With respect to business and management decisions not including decisions related to the Special Fund, all Trustees are required to meet a standard of care that applies to nonprofit corporation Directors under Minnesota Statutes, Section 317A.251. These decisions include, but are not limited to, business decisions regarding fund-raising activities, and disposition of and management of the General Fund. Accordingly, in their decision-making and management, Trustees must discharge the duties of their position in good faith, in a manner the Director reasonably believes to be in the best interests of the Association, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances. Directors are not, in accord with that same statutory section, considered "Trustees" with respect to the Association or with respect to property held or administered by the Association.

9.4 Conflict of Interest Procedures. When a member(s) of the Board of Directors has a conflict:

- (a) Each member of the Board of Directors, whether acting as a Director or as an Officer of the Association, has a duty to disclose to the Board (or to any committee of the Board) the material facts of any proposed transaction or action of the Association in which they or a Relative have a Material Financial Interest.
- (b) The disclosure required under (a) (above) *must be made, to the extent possible, prior to any consideration of such proposed transaction or action* by the Board of Directors or by any applicable committee of the Board of Directors. If a Board member does not recognize the existence of a conflict prior to the Board of Director's decision regarding the transaction, that person has a duty to disclose the material facts of the conflict as soon as the conflict is recognized.
- (c) The Board member having a conflict shall not participate in the deliberation or decision regarding the matter under consideration and shall leave the room during deliberations except when he has been invited by the Board or committee to participate, after consideration of the significance to the Association of the disclosed conflict. The Board of Directors or committee may also request that he provide the Association with any relevant information known to the Board member regarding the matter.
- (d) Any proposed transaction or action in which the Board of Directors has determined that a Director has a conflict of interest that is not "de minimis" is to be approved by a majority of all the Board of Directors then-serving who would be entitled to vote and who are not interested Board members at a meeting at which a quorum is present (i.e., by a Supermajority of the entire Board of Directors not including a Board member(s) who has a conflict of interest), even though the non-conflicted directors may constitute less than a quorum). Deliberations by the Board of Directors regarding the conflict shall be documented in Board minutes no later than 60 days following the subject

meeting. The votes of each Board member in support or in opposition to the transaction or action shall be noted.

- (e) All Board members are obligated to notify the Board of Directors if they believe another Board member has failed to disclose a conflict, and this procedure shall be followed by the Board of Directors in all such instances.

ARTICLE X FUNDS

10.1 Funds. All money received by the Association shall be kept in two (2) separate funds, the General Fund and the Special Fund. Disbursements from the funds shall be in accordance with Minnesota Statutes and Rules and the Bylaws of the Association.

10.2 General Fund. The funds received by this Association from: dues, donations, fines, initiation fees, entertainment revenues and any moneys donated for unspecified uses shall be kept in the General Fund and may be disbursed upon a majority vote of the membership or of the Board of Trustees for any purpose reasonably suited to promote the welfare of the Association and its members. All expenses shall be paid out of the General Fund, except as specifically authorized to be disbursed from the Special Fund. These records shall be open for inspection by any member of the relief association at reasonable times and places.

10.3 Special Fund. All funds received by this Association from any tax sources, membership dues, except for dues payable as contributions to the General Fund, and other money that may be directly donated or transferred to said funds, shall be kept in a separate account on the books of the Treasurer known as the Special Fund and shall be disbursed only for the following purposes:

- (a) Payment of members' service pension benefits in accordance with these Bylaws,
- (b) Payment of ancillary benefits in accordance with these Bylaws,
- (c) Payment of fees, dues and assessments to the Minnesota State Fire Department Association and to the Minnesota Area Relief Association Coalition,
- (d) Payment of insurance premiums to the Volunteer Firefighters Benefit Association, or an insurance company licensed by the State of Minnesota offering casualty insurance, and
- (e) All administrative expenses authorized under Minnesota Statutes, Section 69.80.

These records shall be public and open for inspection by any member of the relief association, any officer or employee of the state or municipality, or any member of the public, at reasonable times and places.

10.4 Deposits. All money belonging to this Association shall be deposited to the credit of the Association in such banks, trust companies, or other depositories as the Board of Trustees may designate. Board of Trustees shall make deposits in conformance with Minnesota Statutes, the Bylaws and the investment policy.

ARTICLE XI APPENDICES INCORPORATED IN BYLAWS

The following appendices attached hereto are expressly incorporated herein as a component of these Bylaws, with the same legal force and effect of Bylaws.

Appendix A: Bylaw Amendment History.

Appendix B: Lake Elmo Firefighters Relief Association Defined Benefit Lump Sum Retirement Plan.

Appendix C: Benefit Levels.

ARTICLE XII AMENDMENTS

12.1 Amendment of Articles of Incorporation by Members. Amendments to the Articles of Incorporation must be approved by a majority of the Board of Trustees and by a majority of the Active Members. The exception is changing the relief association's physical address; in that case, the Board of Trustees may amend the Articles of Incorporation without member approval. If an amendment is initiated by the Directors, proper notice of the proposed amendment must precede a meeting of the members at which the amendment will be considered and must include the substance of the proposed amendment. If an amendment is proposed, the members may demand a meeting of the Board of Trustees within 60 days for consideration of the proposed amendment if a regular meeting of the Board would not occur within 60 days.

12.2 Amendment of Articles of Incorporation by Board when Authorized by Members. When authorized by Active Members, the Articles of Incorporation may be amended by the Board of Trustees by the affirmative vote of a majority of the Trustees then in office, at a meeting for which notice of the meeting and the proposed amendment have been given. The members may prospectively revoke the authority of the Board to exercise the power of the members to amend the Articles, with the exception of amending the relief association's physical address, which the Board can amend without member approval. Nothing in this Section shall be construed to permit the Board to adopt, amend, or repeal provisions in the Articles that would alter the rights of the membership.

12.3 Amendment of Bylaws by Board. The Bylaws of the Association may be amended by the Board at any regular or special meeting of the Board by a vote of the majority present and voting, provided that a quorum is present; and provided further that a notice of date, time, place, purpose of the meeting and proposed amendment be *posted* on the bulletin board of the Association, or if no bulletin board, on the door of its usual meeting room, *and* in accord with

Minnesota Statutes, Section 317A.231, each Trustee has been *provided* at least three (3), but not more than sixty (60) days, before the meeting, (excluding the date of the meeting) with notice setting forth the date, time, place, purpose of the meeting and proposed amendment.

Board Limitations of Bylaw Amendments. Nothing in this section shall be construed to permit the Board to adopt, amend or repeal provisions regarding:

- (a) Amending in any way the definition of “Active Service” set forth in the Plan attached hereto
- (b) Decreasing any benefit level set forth in the Plan attached hereto
- (c) Changing the deferred interest percentage set forth in the Plan attached hereto
- (d) Changing the vesting schedule set forth in the Plan attached hereto
- (e) Membership (Article IV)
- (f) Compensation (Section 6.8)
- (g) Elections (Article VII)
- (h) Member Quorum (Section 8.5)
- (i) Revise the number of Members required to amend the Bylaws (Section 12.4)
- (j) or limit the right of at least ten percent of the membership to propose a resolution for action by the members to adopt, amend, or repeal Bylaws that the Board has taken action to adopt, amend or repeal pursuant to this section.

12.4 Amendment of Bylaws by Members. The Bylaws of the Association may be amended at any regular or special meeting by a vote of two-thirds of the Active Members present and voting, provided that a quorum is present; and provided further that notice of any proposed amendment(s) shall be given by posting or reading the same at any regular or special meeting not more than thirty-one (31) days preceding that upon which such amendment(s) are to be acted upon (excluding the date of the meeting).

12.5 Ratification of Amendments by Municipality. If the Association amends its bylaws to affect the amount of, the manner of payment of, or the conditions for qualification for service pensions or ancillary benefits or disbursements other than administrative expenses, it may be necessary to obtain ratification of the amendment by the Municipality as described in Section 8.1 of Appendix B.

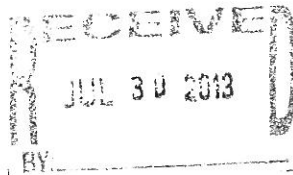
I certify that the preceding pages and the appendices attached are an accurate and complete copy of the Bylaws of the Association and are duly adopted on the latter of the Board (if authorized under 12.3) or Member meeting held on 5/14/2013.
date

RA Name: LAKE ELMO FIREFIGHTERS RELIEF ASSOC.

Officer Signature: Bradley J Winkels

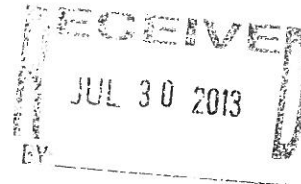
Officer Name: BRADLEY J WINKELS

Officer Position: PRESIDENT



These model documents are drafted to conform to Minnesota state laws relating to relief association pension plans for volunteer firefighters. The model documents are not drafted to meet the requirements of tax-qualified retirement plans under the Internal Revenue Code, and it is doubtful that the model documents can meet those requirements. Minnesota Firefighter Pension Consultants, LLC (MNFPC, LLC) makes no representation regarding the status of the plans under federal or state tax laws. MNFPC, LLC recommends that Relief Associations consult their own tax advisors regarding the treatment of the plan and distributions from the plan under state and federal tax laws.

MNFPC, LLC is not a law firm. We recommend review by your legal counsel of model documents before adoption.



APPENDIX B

LAKE ELMO FIREFIGHTERS RELIEF ASSOCIATION DEFINED BENEFIT LUMP SUM RETIREMENT PLAN

These model documents are drafted to conform to Minnesota state laws relating to relief association pension plans for volunteer firefighters. The model documents are not drafted to meet the requirements of tax-qualified retirement plans under the Internal Revenue Code, and it is doubtful that the model documents can meet those requirements. **Minnesota Firefighter Pension Consultants, LLC (MNFPC, LLC) makes no representation regarding the status of the plans under federal or state tax laws. MNFPC, LLC recommends that Relief Associations consult their own tax advisors regarding the treatment of the plan and distributions from the plan under state and federal tax laws.**

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LAKE ELMO FIREFIGHTERS RELIEF ASSOCIATION

DEFINED BENEFIT LUMP SUM RETIREMENT PLAN

The Board of Trustees of the Relief Association amends and restates its existing defined benefit pension plan in its entirety for the benefit of its eligible members.

ARTICLE I

NAMES, PURPOSE AND OTHER GENERAL INFORMATION

- 1.1 Name of Municipality: City of Lake Elmo
 - 1.2 Name of Fire Department: Lake Elmo Fire Department
 - 1.3 Name of Relief Association: Lake Elmo Firefighters Relief Association
- Address: 3510 Laverne Avenue N, Lake Elmo, MN 55042
- 1.4 Federal Taxpayer Identification Number: 41-6077988
 - 1.5 Name of Plan: Lake Elmo Firefighters Relief Association Defined Benefit Lump Sum Retirement Plan
 - 1.6 Original Effective Date of Plan: November 6, 1962
 - 1.7 Purpose. The purpose of the Plan is to provide benefits to eligible members of the Relief Association (Participants) and their lawful Beneficiaries.

ARTICLE II

DEFINITIONS AND INTERPRETATION

- 2.1 General Definitions. The following words and phrases when used herein shall have the following meanings except as otherwise required by the context in which they are used:
 - (a) **"Accrued Benefit"** of a Participant shall mean the benefit determined under the terms of the Plan, as of a specified date.
 - (b) **"Active Service"** shall mean active service as defined by the Fire Department, as stated in its policies and procedures, except that Participants shall not receive credit for Active Service for periods during which the Participant is:
 - (i) a full- or part-time employee of the Fire Department who accrues pension service credit under the Public Employees Retirement Association of Minnesota Police and Fire Fund for the same firefighting service.

- (c) **“Alternate Payee”** shall mean a spouse or former spouse of a Participant who is recognized by a Domestic Relations Order as having a right to receive all, or a portion of, a Participant’s Beneficial Interest under the Plan, pursuant to Minnesota Statutes, Section 518.58, Subd. 4.
- (d) **“Beneficial Interest”** shall mean the amount of a Participant’s Accrued Benefit that is distributable to the Participant or the Participant’s Beneficiary in accordance with the terms of the Plan.
- (e) **“Beneficiary”** shall mean any person entitled to receive benefits that may be payable upon or after a Participant’s death.
- (f) **“Board of Trustees”** or **“Board”** shall mean the Board of Trustees of the Relief Association.
- (g) **“Break in Service”** shall mean a period as defined by the Fire Department in its policies and procedures, during which the Participant does not meet Active Service requirements. However, service restored pursuant to the uniformed services provisions of Article VII shall be considered Active Service and shall not be considered a Break in Service.
- (h) **“Bylaws”** shall mean the duly adopted bylaws of the Relief Association.
- (i) **“Code”** shall mean the Internal Revenue Code of 1986, and amendments thereto.
- (j) **“Disability”** or **“Disabled”** shall mean the inability of a Participant to engage in the performance of his or her duties by reason of a medically determinable physical or psychological impairment that can be expected to last for a continuous period of not less than twelve months or can be expected to result in death. Disability must have arisen out of or have been causally connected with an act of duty or a service related injury incurred while on leave for uniformed services under Article VII. A Participant’s Disability shall be determined by the Board in its sole discretion.
- (k) **“Disability Benefit”** shall mean the benefit, if any, paid to a Participant in lieu of a Retirement Benefit, pursuant to Section 4.4.
- (l) **“Domestic Relations Order”** shall mean any judgment, decree or order (including approval of a property settlement agreement) that complies with the provisions of Minnesota Statutes Sections 518.58 or 518.581.
- (m) **“Effective Date”** of the Plan shall be the effective date referenced on the first page of the Bylaws.
- (n) **“Entry Date”** shall mean the date of hire as defined in the Fire Department policies and procedures.

- (o) **“Participant”** shall mean a member of the Relief Association who has accrued or is accruing benefits under the Plan.
- (p) **“Plan Year”** shall mean the calendar year.
- (q) **“Qualification Procedures”** shall mean written procedures adopted by the Board of Trustees to:
 - (i) determine whether a Domestic Relations Order may be honored under the law and the terms of the Plan; and
 - (ii) to administer distributions under such orders.

The procedures shall be implemented within a reasonable time after receipt of a domestic relations order by the Board of Trustees. Qualification Procedures must permit an Alternate Payee to designate a representative for receipt of copies of notices sent to the Alternate Payee with respect to a Qualified Domestic Relations Order.

- (r) **“Qualified Recipient”** shall mean an individual who receives a lump sum distribution of pension or retirement benefits, including disability benefits, from the Relief Association for service performed as a Volunteer Firefighter, as it relates to Section 4.7 herein.
- (r) **“Resumption of Active Service Requirement”** shall mean the period of time equal to the period of time that elapsed between the Participant’s Separation Date and return to Active Service pursuant to Section 4.2.
- (s) **“Retirement Benefit”** shall mean the benefit payable to a Participant pursuant to Section 4.1, but only after the Participant has met all eligibility requirements of Section 4.1.
- (t) **“Separation Date”** shall mean the date of retirement or termination as defined in the Fire Department policies and procedures.
- (u) **“Special Fund”** shall mean the fund established pursuant to Minnesota Statutes, Section 424A.05 used to fund benefits under the Plan and for other purposes permitted by statute. The assets of the Special Fund shall be invested only in securities authorized by Minnesota Statutes, Section 69.775.
- (v) **“Supplemental Benefit”** shall mean the benefit paid to a Qualified Recipient pursuant to Minnesota Statutes, Section 424A.10, Subd. 2(a), as described in Section 4.7.
- (w) **“Supplemental Survivor Benefit”** shall mean the benefit, if any, paid to a Surviving Spouse or minor Surviving Children pursuant to Minnesota Statutes, Section 424A.10, Subd. 2(b), as described in Section 4.8.

- (x) **“Surviving Children”** shall mean any unmarried person under the age of 18 who is a natural or adopted child of a deceased Participant. The term also includes any child of the Participant who was conceived during the lifetime of, and who was born after the death of the Participant.
- (y) **“Surviving Spouse”** shall mean the spouse of a deceased Participant who was legally married to the Participant at the time of death.
- (z) **“Survivor Benefit”** shall mean the benefit paid to a Participant’s Beneficiary pursuant to Section 4.5.
- (aa) **“Volunteer Firefighter”** shall mean any person who:
 - (i) is engaged in providing emergency response services or delivering fire education or prevention services as a firefighter for the Fire Department or Municipality;
 - (ii) is trained in or is qualified to provide fire suppression duties or to provide fire prevention duties under Minnesota Statutes, Section 424A.001, Subd. 8; and
 - (iii) meets any other minimum firefighter and service standards established by the Fire Department or Municipality.
- (bb) **“Year of Active Service”** shall mean each 12-month period of Active Service commencing with a Participant’s Entry Date or anniversary thereof reduced by the Participant’s Break(s) in Service. This definition shall be used for the purposes of calculating the minimum funding requirements and computing benefits or service pensions payable. Service pensions will be prorated monthly for fractional Years of Active Service pursuant to Minnesota Statutes, Section 424A.02, Subd. 1.

2.2 Interpretation. The words defined in this Article 2 shall have the meanings assigned to them except where specified otherwise in this instrument. Whenever appropriate, words used herein in the singular shall include the plural, the plural may be read as the singular, and the masculine shall include the feminine.

ARTICLE III **VESTING**

3.1 Full Vesting of Accrued Benefit. A Participant shall have a fully vested and non-forfeitable interest in the Participant’s Accrued Benefit upon completion of 20 Years of Active Service.

3.2 Partial Vesting of Accrued Benefit. The following vesting schedule shall apply to a Participant with fewer than 20 Years of Active Service:

<u>Years of Active Service</u>	<u>Vested Percentage</u>
10 but less than 11	60%
11 but less than 12	64%
12 but less than 13	68%
13 but less than 14	72%
14 but less than 15	76%
15 but less than 16	80%
16 but less than 17	84%
17 but less than 18	88%
18 but less than 19	92%
19 but less than 20	96%
20 or more	100%

3.3 Determining Years of Active Service for Vesting. All Years of Active Service shall be taken into account for purposes of determining a Participant's vested Accrued Benefit, including Years of Active Service with the Fire Department prior to the Effective Date.

ARTICLE IV **BENEFITS**

4.1 Retirement Benefit. (a) *Eligibility.* To be eligible to receive a Retirement Benefit a Participant must satisfy each of the following requirements:

- (i) Have retired or ceased Active Service with the Fire Department;
- (ii) Be at least 50 years of age;
- (iii) Have been a Volunteer Firefighter in the Fire Department;
- (iv) Have been a member in the Relief Association; and
- (v) Have the minimum Years of Active Service required for a non-forfeitable interest (vested) in the Participant's Accrued Benefit.

(b) *Amount.* If so provided in Section 3.2, a Participant's Retirement Benefit shall be determined as follows:

Years of Active Service credited to Participant	multiplied by	Benefit level in effect for Participant	multiplied by	Vesting percentage for completed Years of Active Service
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The benefit level is set forth in Appendix C. The Participant's benefit level will be the benefit level in effect at the Participant's Separation Date. However, if the Participant had a Break in Service, the Participant's benefit level shall be determined as described in Section 4.2.

Subject to the provisions of Section 8.1 of this Appendix B, benefit levels are subject to increase and shall be effective as of the agreed upon effective date, provided that such increase shall not apply to any Participant who ceased Active Service before the effective date of the increase.

Such Retirement Benefit shall not be paid before the later of the Participant's Separation Date or the date the Participant attains age 50. The Retirement Benefit shall be paid at the time requested by the Participant in a properly completed and accepted Retirement Benefit Payment Request Form.

4.2 Return To Service. (a) *Return to Service Before Payment of Retirement, Disability or Survivor Benefit.* If a Participant:

- (i) Ceases Active Service with the Fire Department (incurs a Separation Date),
- (ii) Has not received a Retirement Benefit distribution from the Plan of the Participant's vested Accrued Benefit, and
- (iii) Subsequently returns to Active Service after at least 60 days have elapsed, the Participant shall qualify for increases in the benefit level implemented during or after the Separation Date from Active Service and additional Years of Active Service only if the Participant remains in Active Service for the Resumption of Active Service Requirement. If the Participant has not met this requirement by the time of the Participant's later Separation Date, the Participant's benefit shall be the benefit level in effect at the time of the Participant's prior Separation Date and Years of Active Service in effect at the time of the Participant's prior Separation Date plus Years of Active Service after the Participant's resumption of Active Service.

A Participant whose period of Break in Service does not exceed 365 consecutive days is exempt from the minimum period of Resumption of Active Service Requirement.

(b) *Return to Service After Payment of Retirement Benefit.* If a Participant:

- (i) Ceases Active Service with the Fire Department (incurs a Separation Date)
- (ii) Receives a Retirement Benefit distribution from the Plan of the Participant's vested Accrued Benefit,
- (iii) Subsequently returns to Active Service after at least 60 days have elapsed, the Participant shall be credited with additional Years of Active Service. A Participant's Retirement, Disability or Survivor Benefit at the Participant's later Separation Date shall be determined as follows:

Years of <i>Additional</i> Active Service credited to Participant after the return to service	multiplied by	Benefit level in effect for Participant as of the subsequent Separation Date	multiplied by	Vesting percentage for completed <i>Additional</i> Years of Active Service
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No Participant may be paid a service pension twice for the same period of Active Service.

4.3 Deferred Interest.

The Board of Trustees shall adjust only a fully vested Participant's unpaid Retirement Benefit amount at an interest rate up to five percent, compounded annually. The interest rate shall be set by the Board of Trustees, subject to approval by the Municipality. Interest is payable from the first day of the month next following the date on which the Municipality has approved the deferred service pension interest rate established by the Board or from the first day of the month next following the date on which the Participant separated from active Fire Department service and Relief Association membership, whichever is later, to the last day of the month immediately before the month in which the Participant becomes eligible to begin receipt of, and applies for, the Retirement Benefit. The interest rate is set forth in Appendix C.

4.4 Disability Benefit. A Participant who becomes Disabled while in Active Service may be eligible for a Disability Benefit in lieu of a Retirement Benefit. A Participant who becomes Disabled while on leave for uniformed services under Article VII shall be deemed to have become Disabled while in Active Service. A Participant's Disability Benefit shall be determined as follows:

Years of Active Service credited to Participant	multiplied by	Benefit level in effect when Participant becomes Disabled
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The benefit level is set forth in Appendix C. Subject to the provisions of Section 8.1 of this Appendix B, such dollar amount is subject to increase and shall be effective as of the agreed upon effective date, provided that such increase shall not apply to any Participant who ceased Active Service before the effective date of the increase.

Any Disability Benefit paid in accordance with this Section 4.4 shall be in lieu of all rights to further service pension and survivors benefits.

The Participant shall be eligible to receive the Disability Benefit upon approval of the Board of Trustees. A written report of a physician of the Participant's choice shall be required for payment of a Disability Benefit. The report shall set forth the diagnosis and prognosis of the Disability, disease or injury of the Participant and its probable duration of permanence. A Participant's statement as to pain or other symptoms will not alone be conclusive evidence of Disability.

A Disability Benefit Payment Request form shall be submitted to the Board of Trustees within six months after such Participant's Separation Date with the Fire Department. The form shall

describe the nature and cause of such Disability. The form shall be under oath by the Participant or his/her immediate family. The determination of Disability shall be tabled until the next Board meeting so that a physician of the Participant's choice may examine the Participant. The Board of Trustees has the discretion to request that another doctor, selected by the Board of Trustees, examine the Participant. Final determination of Disability will be based on the reports of at least one doctor, and shall be determined by the Board of Trustees at the subsequent Board meeting.

If the Participant who applied for a Disability Benefit disagrees with the Board's determination, the Participant may, within sixty (60) days from notice of such action of the Board of Trustees, file a written appeal of the Board of Trustees' determination. The appeal will be decided under the appeal procedures described in Article V.

4.5 Survivor Benefit. (a) *Eligibility.* For a Participant's Beneficiary to be eligible to receive a Survivor Benefit, the Participant must have satisfied the following requirements:

- (i) Have died in Active Service with the Fire Department; or
- (ii) Have died prior to receiving his Retirement Benefit.

A Participant who dies while on leave for uniformed service under Article VII shall be deemed to have died while in Active Service.

(b) *Amount.* If a Participant in Active Service dies, the Participant's Beneficiary shall receive a lump sum payment equal to 100% of the Participant's Accrued Benefit.

The Survivor Benefit paid on behalf of a Participant in Active Service who dies before having completed five Years of Active Service shall be determined as if the Participant had completed five Years of Active Service.

If a Participant who has retired from or ceased Active Service dies, the Participant's Beneficiary shall receive a lump-sum Survivor Benefit determined as follows:

Years of Active Service credited to Participant	multiplied by	Benefit level in effect for Participant	multiplied by	Vesting percentage for completed Years of Active Service
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The Survivor Benefit level will be the benefit level in effect at the Participant's Separation Date. However, if the Participant had a Break in Service, the Survivor Benefit level shall be determined as described in Section 4.2.

Such Survivor Benefit shall be paid to the Participant's Beneficiary as soon as administratively feasible following the Participant's death and the approval of the Survivor Benefit Payment Request form.

A Participant's Beneficiary shall be as follows:

- (i) the Participant's Surviving Spouse; or
- (ii) if no Surviving Spouse, the Participant's Surviving Children or if so designated as a Beneficiary by the Participant, a trust for the benefit of the Participant's Surviving Children created under Chapter 501B; or
- (iii) if no Surviving Spouse or Surviving Children, the Participant's designated Beneficiary or Beneficiaries. To designate a Beneficiary, the Participant shall complete, sign and file with the Relief Association a designation of Beneficiary on a form to be provided by the Relief Association or by other written form acceptable to the Relief Association. On said form, the Participant shall designate a Beneficiary, which must be a natural person, or a designated trust created under Chapter 501B of the Minnesota Statutes that shall be paid any sum that may be payable on account of the Participant's death (reserving, however, to the Participant the power to change the designation of Beneficiary using the Change of Beneficiary Designation form); or
- (iv) if no designated Beneficiary or Beneficiaries, to the estate of the Participant.

If there is a Surviving Spouse, but no Surviving Children, the Surviving Spouse may waive in writing all or a part of the Survivor Benefit otherwise payable to the Surviving Spouse, in which event, the Survivor Benefit waived shall be paid as if the spouse had predeceased the Participant.

4.6 Funeral Benefit. No Funeral Benefit shall be paid under this Plan.

4.7 Supplemental Benefit. Upon payment of a lump sum distribution, the Relief Association must pay a Supplemental Benefit to the Qualified Recipient. The Supplemental Benefit may be paid from the Special Fund. The amount of the Supplemental Benefit equals ten percent of the lump sum distribution, excluding any interest paid during a period of deferral, but in no case may the Supplemental Benefit exceed \$1,000.

4.8 Supplemental Survivor Benefit. Upon payment of a Survivor Benefit, the Relief Association must pay a Supplemental Survivor Benefit to the Surviving Spouse, or, if none, the Surviving Child(ren) of a Participant who had at least one (1) month of Active Service. The Supplemental Survivor Benefit shall be paid in lieu of the Supplemental Benefit and shall be paid from the Special Fund. The amount of the Supplemental Survivor Benefit equals twenty (20) percent of the lump sum distribution, but in no case may the Supplemental Survivor Benefit exceed \$2,000.

4.9 Benefit Payment Requests. Requests for benefit payment shall be in writing and filed with the Relief Association not less than 90 days prior to the next Board meeting, unless permitted earlier by the Board. Such request shall be made on the appropriate form described below:

<u>Requested Benefit</u>	<u>Required Benefit Form</u>
Retirement	Retirement Benefit Payment Request
Survivor	Survivor Benefit Payment Request
Disability	Disability Benefit Payment Request (if applicable)

Requests for Plan benefits shall be considered valid when approved by the Board. Upon approval of the request, the Board shall pay the Participant within 90 days and provide notices to the Participant as required by state or federal law with respect to pension or benefit payments, including, if required, the Special Tax Notice Regarding Plan Payments.

4.10 Forms of Payment. Plan benefits payable to a Participant or Beneficiary shall be made in single lump sum payment. The Participant shall specify that the payment be made in the manner of:

- (a) a check payment payable to the Participant or Beneficiary, subject to federal income tax withholding, as may be required; or
- (b) a direct rollover to an individual retirement account described in Section 408(a) of the Code to the extent permitted by law, or
- (c) a transfer to the Participant's account in the Minnesota Deferred Compensation Plan, to the extent permitted by law and the Minnesota Deferred Compensation Plan.

No other forms of distributions are allowed under the Plan.

4.11 Maximum Limitation on Benefits. Notwithstanding any provision of the Plan to the contrary, a Participant's benefit under the Plan shall not exceed the maximum amount permitted under Section 415 of the Code. Service pensions shall be further limited to the maximum amounts payable pursuant to Minnesota Statutes, Section 424A.02, Subd. 3.

action of the Board shall be based only on such evidence presented to or considered by the Board at the time it made the decision that is the subject of review.

ARTICLE VI

CLAIMS AGAINST BENEFICIAL INTEREST

6.1 Nonassignability. No Participant or Beneficiary shall have any transmissible interest in the Plan or in the Participant's separate Beneficial Interest therein, either before or after the vesting thereof, or in any of the assets comprising the same prior to actual payment and distribution thereof, and shall have no power to alienate, dispose of, pledge or encumber the same, while in the possession or control of the Plan, nor shall the Plan recognize any assignment thereof, either in whole or in part, nor shall the interest of any Participant or Beneficiary be subject to attachment, garnishment, execution or other legal process while in the hands of the Plan, except as provided in Minnesota Statutes, Section 518A.53 or as otherwise provided herein.

6.2 Charge for Litigation. In the event that any Participant or any person claiming by or through a Participant should commence any equitable or legal proceedings against the Relief Association, the result of which is adverse to the plaintiff, or in the event that the Relief Association should find it necessary to commence any such proceeding against any Participant or any person claiming by or through a Participant, the result of which is adverse to the defendant, the cost to the Relief Association of defending or bringing the proceeding, as the case may be, shall be charged, to the extent possible and permitted by law, to the Accrued Benefit of the Participant and only the excess of such cost over the amount of the Participant's Accrued Benefit shall be included as an expense of administration.

6.3 Domestic Relations Orders. Notwithstanding any provision to the contrary herein, the Board of Trustees may assign the interest of a Participant in the Plan to an Alternate Payee pursuant to a Domestic Relations Order. In the event the Plan receives a Domestic Relations Order with respect to a Participant's Beneficial Interest in the Plan, the following provisions shall apply:

- (t) The Board shall promptly give written notification to the Participant and to the Alternate Payee of receipt of a domestic relations order and of Plan Qualification Procedures. The Board shall then proceed with Qualification Procedures to determine whether the order is a Domestic Relations Order and can be honored. The Board shall then notify the Participant and Alternate Payee (or the Alternate Payee's designated representative) of its determination.
- (u) Disputed funds shall be disposed of as follows:
 - (i) During the period in which the Qualification Procedures are in progress, the Board shall separately account for any amounts that would be payable to an Alternate Payee if the Domestic Relations Order can be honored.

- (ii) If it is determined the Domestic Relations Order can be honored within the 18-month period commencing on the date payments are to begin under the order, the Board shall pay the amounts designated in the order, including any interest, to the Alternate Payee.
- (iii) If the Board determines that the Domestic Relations Order cannot be honored or if the 18-month period described in (ii) above elapses and the qualification dispute has not been resolved, the Board shall pay the segregated amounts, together with earnings or losses, if required, to the persons who would have received the amounts if the order had not been issued.
- (iv) If an order is qualified after expiration of the 18-month period described in (ii) above, payment of benefits to an Alternate Payee shall proceed prospectively and the Plan shall not be liable to an Alternate Payee for benefits attributable to the period prior to qualification.
- (v) Payment of benefits pursuant to a Domestic Relations Order shall be made only as permitted under the Plan. Payment to an Alternate Payee may not commence until the Participant submits a valid Retirement Benefit Payment Request form and the Participant's benefit becomes payable.
- (w) If a Domestic Relations Order does not address and determine the payment of the Supplemental Benefit payable under Section 4.7 in connection with the payment of a Retirement Benefit, the Supplemental Benefit shall be divided between the Participant and the Alternate Payee in the same proportion as the Retirement Benefit is so divided. In addition, the Board cannot honor a Domestic Relations Order requiring that Supplemental Survivor Benefits be paid to anyone other than the persons listed in Section 4.8 in the order there listed.
- (x) To the extent permitted by law and except as otherwise provided under a Domestic Relations Order, the Board may, on a uniform basis, charge the reasonable and necessary expenses associated with the review of a Domestic Relations Order and the implementation of a Domestic Relations Order to the accounts of the Participant and Alternate Payee.

ARTICLE VII

UNIFORMED SERVICE (MILITARY SERVICE)

Subject to restrictions stated in this section, a Participant who is absent from firefighting service due to service in the uniformed services, as defined in the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), will be granted Active Service credit under the Plan for the period of the uniformed service, not to exceed five years, unless a longer period is required under USERRA.

To be eligible for such credit, the Participant must return to firefighting service with coverage by the Relief Association (or by the successor to the Relief Association) upon discharge from service in the uniformed service within the time frame required in USERRA. However, Active Service credit is not authorized if the Participant separates from uniformed service with a dishonorable or bad conduct discharge or under other than honorable conditions.

Active Service credit is not authorized if the Participant fails to provide notice to the Fire Department that the Participant is leaving to provide service in the uniformed service, unless it is not feasible to provide that notice due to the emergency nature of the situation.

If the Participant does not return to Active Service with the Fire Department within the time frame required in USERRA, then except as otherwise provided in the following sentence, it shall be conclusively presumed that the Participant's Active Service terminated as of the date that the leave for uniformed services began. A Participant who dies or becomes Disabled while the Participant is on leave for uniformed services shall be deemed to have returned to Active Service and shall be deemed to have accrued years of Active Service during the period of leave for uniformed services.

ARTICLE VIII

RIGHT TO AMEND, DISCONTINUE OR TERMINATE

8.1 Amendment. Except as herein otherwise limited, the Relief Association shall have the right to amend this Plan, pursuant to Section 12.3 of the Bylaws, at any time to any extent that it may deem advisable. Such amendment will be stated in an instrument in writing executed by the Relief Association. Upon adoption and execution of such instrument, this Plan shall be deemed to have been amended in the manner therein set forth, and Participants shall be bound thereby.

If the Special Fund does not have a surplus over full funding pursuant to Minnesota Statutes, Section 69.772, Subd. 3, clause (b), or Minnesota Statutes 69.773, Subd. 4, and if the Municipality is required to provide financial support to the Special Fund pursuant to Minnesota Statutes, Section 69.772 or 69.773, no amendment that would affect the amount of, the manner of payment of, or the conditions for qualification for service pensions or ancillary benefits or disbursements other than administrative expenses authorized pursuant to Minnesota Statutes 69.80 payable from the Special Fund shall be effective until it has been ratified by the governing body or bodies of the Municipality.

If the Municipality is not required to provide financial support to the Special Fund, the Relief Association may adopt an amendment of the Plan that increases or otherwise affects the service pensions or ancillary benefits payable from the Special Fund without municipal ratification so long as the changes do not cause the amount of the resulting increase in the accrued liability of the Special Fund to exceed 90 percent of the amount of the prior surplus over full funding and the changes do not result in the financial requirements of the Special Fund exceeding the expected amount of the future fire state aid to be received by the Relief Association.

The financial requirements are to be determined by the Board of Trustees following the preparation of an estimate of the expected increase in the accrued liability and annual accruing liability of the Relief Association attributable to the change. If the Relief Association adopts or

amends the Plan without municipal ratification, and, subsequent to the amendment or adoption, the financial requirements of the Special Fund are such so as to require financial support from the Municipality, the provision that was implemented without municipal ratification shall no longer be effective without municipal ratification, and any service pensions or ancillary benefits payable with respect to the unapproved increase shall no longer be effective as of the January 1 of the year for which the Schedules I and II for the municipal contribution became due, and as of that January 1, service pensions or ancillary benefits shall be paid only in accordance with provisions of the Plan as amended or adopted with municipal ratification.

8.2 Consolidation and Plan Benefits. The Relief Association has not been consolidated with another relief association pursuant to Minnesota Statutes, Section 424B.02.

8.3 Termination of Plan. Upon dissolution of the Relief Association, after the settlement of nonbenefit legal obligations of the Special Fund, the Board shall transfer the remaining assets of the Special Fund, as securities or in cash, as applicable, to the chief financial official of the Municipality. The Board shall also compile a schedule of Participants to whom a service pension is or will be owed, any Beneficiary to whom a benefit is owed, the amount of the service pension or benefit payable based on the Bylaws and state law and the service rendered to the date of the dissolution, and the date on which the pension or benefit would first be payable under the Bylaws and state law.

The Municipality receiving the remaining assets of the Special Fund shall establish a separate account in the municipal treasury to function as a trust fund for Participants and their Beneficiaries eligible for Plan benefits. Upon submission of the proper form, on or after the initial date on which the service pension or benefit is payable, the municipal treasurer shall pay the pension or benefit due, based on the schedule described above and the other records of the dissolved Relief Association. The trust fund must be invested and managed consistent with Minnesota Statutes Section 69.775 and Chapter 356A. Upon payment of the last service pension or benefit due and owing, any remaining assets in the trust fund may be transferred to the general fund of the municipality. If the Special Fund had an unfunded actuarial accrued liability upon dissolution, the Municipality is liable for that unfunded actuarial accrued liability.

ARTICLE IX

MISCELLANEOUS

9.1 Governing Law. This Plan shall be construed, administered, and governed in all respects under the laws of the State of Minnesota, except as preempted by federal law.

If any Minnesota laws are applicable solely to the Relief Association, then an Appendix F will be included to describe such laws.

9.2 Binding Effect. This Plan shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of any and all of the parties hereto.

9.3 Effective Date Application. If a member's Separation Date is prior to the Effective Date, the member's status and benefit under the Plan, if any, attributable to Active Service, shall be

determined and paid in accordance with the provisions of the Plan in effect at the Separation Date.

If a member had a Separation Date prior to the Effective Date, but returns to complete a Year of Active Service that ends after the Effective Date, the member's status and benefits under the Plan for all Active Service shall be determined in accordance with the provisions of the Plan in effect at the subsequent Separation Date.

9.4 Authority of Board of Trustees. The Board of Trustees shall have full power, authority and discretion to do each and every act and thing which it is specifically required or permitted to do under the provisions of the Plan and to determine conclusively for all parties all questions arising in the interpretation or administration of the Plan.



LAKE ELMO FIREFIGHTERS
RELIEF ASSOCIATION

LEADERSHIP · MEMBERSHIP · BENEFITS

Bylaws of the Lake Elmo Firefighters Relief Association

The Bylaws of the Lake Elmo Firefighters Relief Association are hereby amended in their entirety and restated effective as of **February 27, 2022.**

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ARTICLE I – Name

As provided by the Articles of Incorporation, the name of this organization shall be the Lake Elmo Firefighters Relief Association.

ARTICLE II – Purpose

As provided in the Articles of Incorporation, the purpose of the Association is to provide retirement relief and other benefits to the members and their dependents. For purposes of [Minn. Stat. § 424A](#), the Association is a governmental entity that receives and manages public funds to provide retirement and ancillary benefits for individuals providing the governmental services of firefighting and, if applicable, emergency response. The Association may also raise funds from private sources to furnish fire and emergency equipment for the Fire Department, and for other purposes deemed necessary and appropriate by the Association to the extent permitted by law. Benefits paid to members and their dependents shall be funded exclusively through governmental sources and, to the extent provided by state law, through donations.

ARTICLE III – Definitions

Section 3.1 Association

The term “Association” means the Lake Elmo Firefighters Relief Association.

Section 3.2 Fire Department

The term “Fire Department” means the Lake Elmo Fire Department.

Section 3.3 Firefighter

The term “Firefighter” refers to the paid-on-call firefighter of the Lake Elmo Fire Department.

Section 3.4 Trustees

The term “Trustee” refers to the elected, appointed, or ex-officios that make up the Board of Trustees regardless whether they have a title or not.

Section 3.5 Municipality

The term “Municipality” refers to the city of Lake Elmo.

Section 3.6 Type

The Association is a defined-benefit lump-sum Association subject to [Minn. Stat. §§ 424A.015, 424A.02, and 424A.091 to 424A.094](#). All benefits provided by this Association derive from and are governed by Federal and State laws and these Bylaws.

Section 3.7 Active Member

The term “Active Member” means a member of the Fire Department who is meeting or exceeding all requirements of the Fire Department and is considered a member in good standing as defined by the Fire Department.

Section 3.8 Deferred Member

The term “Deferred Member” means a member who has retired as a Firefighter of the Fire Department; and:

- (1) Who has served as an active Firefighter of the Fire Department for a period of twenty (20) or more years, although such service need not be continuous; or
- (2) Who has served as an active Firefighter of the Fire Department for a period of at least ten (10) years but not more than twenty (20) years, although such service need not be continuous and therefore be eligible for early vested benefits as provided in Article XII of these Bylaws; and
- (3) Who has not taken a distribution.

Section 3.9 Retired Member

The term “Retired Member” means a member who has retired as a Firefighter of the Fire Department; and:

- (1) Who has served as an active Firefighter of the Fire Department for a period of twenty (20) or more years, although such service need not be continuous; or
- (2) Who has served as an active Firefighter of the Fire Department for a period of at least ten (10) years but not more than twenty (20) years, although such service need not be continuous and therefore be eligible for early vested benefits as provided in Article XII of these Bylaws; and
- (3) Who has taken a distribution.

Section 3.10 Year of Active Time Service Credit

The term “Year of Active Time Service Credit” for purposes of computing benefits or service pensions payable, a year of active time service shall be defined as a period of twelve (12) full months of active time service in the Fire Department.

Section 3.11 Active Time Service Credit

The term “Active Time Service Credit” is based on Minn. Stat. § 353G.07, ensuring the Fire Chief will certify annually by January 31 the active time service credit for the previous calendar year of each Firefighter rendering active time service credit with the Fire Department to the membership and the Association.

The active time service credit certification must be expressed as the number of completed months of the previous year during which an active Firefighter rendered at least the minimum level of duties as specified and required by the Fire Department under the rules, regulations, and policies applicable to the Fire Department. No more than one year of active time service credit may be certified for a calendar year.

Section 3.12 Inactive Member

The term “Inactive Member” means a member of the Association who is currently not allowed to accrue time in the Association and not allowed to participate in Fire Department activities.

Section 3.13 Break in Service

The term “Break in Service” means the period of time between a termination or resignation and a return to active service, as determined by the rules and regulations of the Fire Department and the Association. In the event of any ambiguity, the Board will follow the rules and regulations, as interpreted by the Fire Chief of the Fire Department. Any member returning from a break in service must remain in active service equal in time to the break in service up to a maximum of three (3) years in order to qualify for any benefit increases having occurred during the break time. As indicated in Minn. Stat. § 424A.001, subd 9a.

Section 3.14 Leave of Absence

The term “Leave of Absence” means a separation of active service as determined by the rules and regulations of the Fire Department. When the leave of absence has been granted and the Firefighter does not return to active service, the date the Firefighter started the leave of absence shall be used as his/her date of retirement, if he/she is eligible for retirement. Members shall not be given credit for leave of absence. Any member returning from a leave of absence must remain in active service equal in time to the leave of absence up to a maximum of three (3) years in order to qualify for any benefit increases having occurred during the leave period.

Section 3.15 Surviving Spouse

The term “Surviving Spouse” means any person who was the dependent spouse of a deceased former member at the time of the death.

Section 3.16 Surviving Child or Children

The term “Surviving Child or Children” shall mean any natural or adopted child or children of the deceased member.

Section 3.17 Beneficiary

The term “Beneficiary” pursuant to Minn. Stat. § 424A.02, subd 9 means the individual(s) that is/are entitled to receive a benefit following the death of an active, medically retired, deferred or early vested member means the following person, in the following succession:

- The surviving spouse, if no surviving spouse,
- The surviving child/children, if no surviving child/children,
- Any ancillary survivor’s benefit shall be paid to the beneficiary identified in writing, on forms supplied by the Secretary, and if no beneficiary is identified,
- To the estate or trust, as a funeral benefit

Section 3.18 Fiduciary Responsibility

The term “Fiduciary Responsibility” means the standard of care enumerated in Minn. Stat. § 11A.09. In addition, the trustees must act in accordance with Minn. Stat. § 356A. No trustee of the Association shall cause the association to engage in a transaction if the fiduciary knows or should know that a transaction constitutes one of the following direct or indirect transactions:

- (1) Sale, exchange, or leasing of any real property between the Association and any member of the Association or their immediate family members;
- (2) Lending of money or other extension of credit between the Association and any member of the Association or their immediate family members;
- (3) Furnishing of goods, services, or facilities between the Association and a Board member or their family; or
- (4) Transfer to a Board member or their family, or use by or for the benefit of a Board member, of any assets of the Association. Transfer of assets does not mean the payment of Association benefits or administrative expenses permitted by law.

Section 3.19 Qualified Domestic Relations Order (QDRO)

The term “Qualified Domestic Relations Order” means any judgement, decree or order (including approval of a property settlement agreement) that complies with the provisions of Minn. Stat. §§ 518.58 or 518.581.

Section 3.20 Bylaw Limitations

In the event that one of a new or newly modified state statute is enacted and is in conflict with a Bylaw listed in this document, the state statute will take precedence over that section of these Bylaws.

Section 3.21 Fiscal Year

The term “Fiscal Year” means the Association’s fiscal year begins on January 1 of each calendar year and ends on December 31 of the same calendar year. Minn. Stat. § 424A.001, subd. 11.

Section 3.22 Books and Records

The Association will keep, at a minimum, correct and complete copies of its Articles of Incorporation and Bylaws, accounting records, records documenting Special Fund transactions, records necessary to determine benefits payable and paid to individual members and their beneficiaries, and minutes of each of its meetings that record the votes of actions taken. Unless a Records Retention Schedule is adopted and the Minnesota Historical Society has been notified or authority to destroy records is received from the Records Disposition Panel, the Association records may not be destroyed. Minn. Stat. §§ 138.17; 317A.461.

Section 3.23 Medical Benefit

A Medical Benefit is based on information provided from the Fire Department that an individual is unable to perform Fire Department activities due to an injury or illness that has occurred while performing the duties of the Fire Department. This injury or illness is deemed to be permanent in nature. The Fire Chief will inform the Association of this situation and the Association will calculate the benefit for the Associations' member based on Active Time Service Credit and current benefit level.

Section 3.24 Retirement Benefit

The term "Retirement Benefit" refers to the lump sum money paid to each member of the Association based on the active service credit.

Section 3.25 Retirement Plan

The term "Retirement Plan" refers to the administration of the Special Fund and the distribution of the retirement benefit.

ARTICLE IV – Membership

Section 4.1 Member Start Date

All Firefighters of the Fire Department are eligible to apply for membership in this Association. The Firefighter's start date with the Fire Department will be considered the start date to the Association. Providing an application for membership is completed on the form provided by the Association for the purpose of becoming eligible for benefits in the Association. If the application is not received by the Fire Department/Association within 30 days of the Fire Department hire date, then the date it is received will be used as the Association hire date.

Section 4.2 Membership Initiation

All Paid on Call Firefighters are considered members on their first day of employment. Members shall accrue active time service credit for all time served while in probationary status.

Section 4.3 Returning from a Leave of Absence/Break in Service

Any member that is granted a personal leave of absence must return to active service in the Fire Department for a period of time equal to leave of absence, up to three (3) years, to qualify for any benefit increases established during the leave per the Association Bylaws. When the member does not meet those requirements, they shall be paid at the established benefit rate for the last year they met the requirements of the Fire Department.

Section 4.4 Resignation or Termination from Fire Department

Resignation or termination from the Fire Department shall cause termination of the member from the Association. If the member has attained some level of vesting that information will be retained by the Association, until the member has reached an age (50) when the member can apply for the benefit due them.

Section 4.5 Uniformed Services

A Firefighter who is absent from firefighting duties due to participating in the uniformed services may obtain service credit for the period of the uniformed service, not to exceed five years, unless a longer period is required by Federal law, if the Firefighter returns within the time frame required by Federal law to firefighting service with coverage by this same Association or its successor upon discharge from service in the uniformed service.

Active Time Service Credit will not be given if the Firefighter separates from uniformed service with a dishonorable or bad conduct discharge or under other than honorable conditions. This is in accordance with Minn. Stat. § 424A.021.

ARTICLE V – Board of Trustees

Section 5.1 Powers of Board of Trustees

The Board of Trustees (Board) is the governing board and has exclusive control of the investment of the Association's plan assets in conformance with Federal and state law including, but not limited to, Minnesota statutes and these Bylaws. The members of the Board will act as Trustees, with a fiduciary responsibility to the active, deferred, and retired members of the Association, who are its beneficiaries; the taxpayers of the municipality, who help to finance the plan; and the State of Minnesota, which established the plan. Minn. Stat. § 356A.04, subd. 1.

The Board will invest and reinvest the Association's plan assets, determine benefits, determine eligibility for membership or benefits, determine the amount or duration of benefits, determine the funding requirements or amounts of contributions, oversee the expenditure of plan assets, and select financial institutions and investment products. Minn. Stat. § 356A.02, subd. 2.

The Board will submit a written report of the financial condition of the Association to the members at the annual meeting.

The Board will develop and periodically revise a program for continuing education. The Trustees will participate in continuing education to keep themselves abreast of their fiduciary responsibilities. Minn. Stat. § 356A.13, subd. 2.

Trustees are entitled to one vote and each has equal rights. Voting by proxy is not permitted. All votes, unless specified prior to the vote, will be conducted by a voice vote. If a majority cannot be determined by voice vote, the Officer in charge of the vote will ask for a vote by roll call or by ballot. Minn. Stat. § 317A.201; 356A.02, subd. 2.

Section 5.2 Board of Trustees

The Board consists of nine (9) members (Trustees): six (6) Trustees elected by the membership of the Association and three ex-officio Trustees drawn from City of Lake Elmo per Minn. Stat. § 424A.04, subd 1. Of the three (3) ex-officios, one must be an elected official, the other can be an elected or appointed municipal official (i.e.: City Administrator), and both must be designated annually by the municipal governing board. The third ex-officio must be the Fire Chief.

Section 5.3 Officers of the Board

The officers of the Association shall be President, Vice President, Secretary, and Treasurer and will be elected by the membership. An ex-officio trustee is not eligible to hold one of these offices per Minn. Stat. § 424A.04.

Section 5.4 Vacancy

In the case of death, resignation, or termination from the Fire Department or Board of any officer or trustee of the Association, the Board of Trustees will hold an election at the next regularly scheduled meeting or special meeting of the membership. That newly elected individual to complete the unexpired term of office.

Section 5.5 Removal from Office of an Officer/Trustee

A general trustee or officer may be removed from the Board for cause. Cause for removal will include, but will not be limited to, the breach of the duties as set forth in these Bylaws. One or more of the Trustees or officers may be removed at a Special Membership meeting which has been called for that purpose and will be removed by 2/3 vote of the members present, provided a quorum is present. The general trustee or officer will be furnished with a statement of the particular charges at least 10 days before the meeting being held. At the meeting, the general trustee or officer will be given an opportunity to be fully heard as to each charge. If a general trustee or officer is removed, a replacement will be elected at the same meeting, and such replacement will serve out the unexpired term of the removed general trustee or officer.

Section 5.6 Board of Trustees Compensation

The Board of Trustees will be compensated based on the stipend policy. This policy will be approved by the membership at the annual meeting. The Officers' salaries will be compensated from the Special Fund and the Trustees from the General Fund.

Section 5.7 Indemnification

No member of the Board will assume any personal liability for any action taken by the Association, or Board of Trustees, or Executive Board as a voting body, whether or not then in office, and shall be indemnified by the Association against reasonable costs and expenses, including attorney fees, incurred by him/her in connection with any action, suit, or proceedings to which he/she may be a party by reason of his/her having been a trustee of the Association, except in relation to matters at which he/she shall finally be adjudged in such action, suit, or proceeding to have been derelict or negligent in the performance of his/her duties as a Board member. The foregoing right of indemnification shall not be exclusive of other rights to which he/she shall be entitled as a matter of law.

ARTICLE VI – Meeting Procedures

Section 6.1 Annual Meetings

An annual meeting of the membership of the Association will be held during the month of March of each year. The meeting location will be Station 1 in the City of Lake Elmo.

In the event of a change, a notice of the annual meeting of the Association will be posted at least five days before the date of the meeting and not more than 60 days before the date of the meeting. Notice will contain the new date, time, and place of the meeting.

Section 6.2 Special Membership Meetings

Special meetings of the membership may be called at any time upon the written order of two officers and one trustee of the Board of Trustees, or five (5) members of the Association. The order shall be filed with the Secretary and it shall be his/her duty to give due notice of the special meeting specifying the object of said meeting, no business shall be transacted at any special meeting except the business for which the meeting was called.

Notice of each special meeting of the Association's members will be delivered to each member entitled to vote at the meeting at least one day before the date of the meeting and not more than 10 days before the date of the meeting. Notice will contain the date, time, and place of the meeting.

Section 6.3 Board Meetings

The Board of Trustees shall meet as required during the year to manage the business operations of the Association. These meetings shall be open to any member.

The regular meetings of the Board of Trustees shall be scheduled monthly.

Special Board Meetings may be called by the President or by any of the members of the Board by written request, filed with the Secretary, who shall give notice to all the members of the time and place of the meeting, at least five (5) days prior to the meeting.

Section 6.4 Meeting Procedure

The order of business at all meetings (Annual, Board, and Special) called by the Association shall be conducted according to Robert's Rules of Order and follow this structure:

1. Call to order
2. Roll call (verify quorum)
3. Secretary's report
4. Treasurer's report
5. Report of the Board (member meeting)
6. Report of other committees (Board or Member meeting)
7. Election of Trustees and Officers, if applicable (annual meeting)
8. Old business
9. New business
10. Adjournment

Section 6.5 Quorum for Meetings

A majority of the Board of Trustees then in office or 40% of the active members of the Association shall constitute a quorum for the transaction of business at their respective meetings. Any meeting that does not have a quorum will cause the meeting to be adjourned.

Attendance for all Board of Trustee meetings will include those individual(s) attending via an electronic conferencing tool, as long as the individual has given notification to one of the Board of Trustees Officers at least two (2) days prior to the meeting pending Board approval. Those individual(s) attending electronically will be afforded all of the same privileges as trustees attending in person.

Section 6.6 Open Meeting Requirements

All meetings will be open to any member of the Association and to the public as described in Minn. Stat. § 13D.01. Notice requirements of the Minnesota Open Meeting Law will be followed for all Board meetings. A schedule of the Association's regular Board meetings will be kept on file at the Board's primary office and posted in a public location. Any of the Association meetings may be closed if certain types of data are discussed as described in Minn. Stat. § 13D.05, subd 2.

ARTICLE VII – Election

Section 7.1 Officer/Trustee Term of Office

The Officer/Trustees shall be elected to two-year staggered terms. There will be three trustees elected each year at the Annual Meeting of the Association.

Section 7.2 Voting on Officers/Trustees

Each position on the Board of Trustees shall be voted on separately by the members in attendance at the Annual Meeting. No nominations of slates of candidates or cumulative voting shall be allowed. A simple majority is needed to elect. Voting by proxy will not be allowed. All votes, unless specified prior to the vote, shall be conducted by a voice vote. If the determination of the voice vote is not obvious than a paper ballot with take place. If an individual is running unopposed the chairperson of the meeting can call for by election by acclamation.

Section 7.3 Elections

In odd numbered years the President, Secretary, and one Trustee will be elected. In even numbered years the Vice-President, Treasurer, and one Trustee will be elected.

Section 7.4 Member Voting Eligibility

Only members that currently have a status of “Active” in the Fire Department and that are members of the Association shall have the right to vote at Association meetings.

ARTICLE VIII – Duties of the Officers

Section 8.1 Duties of the President

See “Position Description for the President” for a list of duties.

Section 8.2 Duties of the Vice-President

See “Position Description for the Vice President” for a list of duties.

Section 8.3 Duties of the Treasurer

See “Position Description for the Treasurer” for a list of duties.

Section 8.4 Duties of the Secretary

See “Position Description for the Secretary” for a list of duties.

Section 8.5 Duties of the Board of Trustees

See “Position Description for the Trustee” for a list of duties.

Section 8.6 Duties of the Ex-Officio – City Appointed

See “Position Description for the Ex-Officio – City Appointed” for a list of duties.

Section 8.7 Duties of the Ex-Officio – Fire Chief

See “Position Description for the Ex-Officio – Fire Chief” for a list of duties.

ARTICLE IX – Funds Management

Section 9.1 Funds

All money received by the Association shall be kept in one of two separate funds. Disbursements from the funds shall be in accordance with Minnesota Statutes and the Bylaws of the Association. The Special Fund and a General Fund will be established and maintained by the Association.

Section 9.2 Fund Management

The Board of Trustees shall maintain all Association funds in an approved savings institution or investment firm. All money belonging to the Association shall be deposited to the credit of the Association in such banks, trust companies, or other depositories as the Board of Trustees may designate. The Board of Trustees shall make deposits in conformance with state statute and the investment policy.

Section 9.3 Investment Policy

The Board will approve an investment policy annually and will investigate and prepare for the safe and profitable investment of Association funds in conformance with state statutes and the Association’s investment policy. The Board may hire investment professionals to act for or on its behalf. The Special Fund assets will be invested only in securities that are authorized by Minn. Stat. §§ 424A.05, subd 4; 424A.095; 356A.06, subd. 6; and 356A.06, subd. 7 (if the Association qualifies to use the expanded list). The Board of Trustees will maintain a copy of the investment policy of the Association on file. The Board of Trustees will file a copy of the Association’s investment policy, and all changes to the policy, with the Office of the State Auditor.

Section 9.4 Bonding of Officers

The Officers of the Association shall be bonded at 10% of net assets of the fund or up to \$500,000 per Minn. Stat. § 424A.014, subd 4.

Section 9.5 Standard of Fiduciary Conduct

Trustees owe a fiduciary duty to the members of the Association, who are plan beneficiaries; to the taxpayers of the municipality, who help finance the plan; and to the State of Minnesota, which established the plan. The Trustees will act in good faith and exercise that degree of judgment and care, under circumstances then prevailing, that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, considering the probable safety of plan capital as well as the probable investment return to be derived from the assets.

ARTICLE X – Special Fund

Section 10.1 Special Fund

All public funds, such as fire state aid, supplemental state aid, municipal contributions, and supplemental benefit reimbursements, received by the Association will be deposited in the Special Fund. Disbursements from the Special Fund will not be made for any purpose except as authorized by Minn. Stat. § 424A.05, subd 3.

The Treasurer is the custodian of the assets of the Special Fund and the recipient on behalf of the Special Fund of all revenues payable to it. The Treasurer will maintain adequate records documenting all transactions involving the financial activities of the Special Fund.

ARTICLE XI – General Fund

Section 11.1 General Fund

The funds received by the Association from events and other miscellaneous sources shall be kept in the General Fund of the Association on the books of the Treasurer and may be disbursed, with approval of the General Membership and/or the general disbursement policy, for any purpose reasonably related to the welfare of the Association or its members.

The Treasurer is the custodian of the assets of the General Fund and the recipient on behalf of the General Fund of all revenues payable to it. The Treasurer will maintain adequate records documenting any transactions involving the financial activities of the General Fund.

ARTICLE XII – Benefits

Section 12.1 Benefits

Any active member of the Association who meets the following qualifications shall be entitled to retirement benefits by the Association.

(a) Benefit

The Association manages a defined benefit plan that exclusively pays a lump sum pension benefit. Upon such qualifications being met, the Association shall pay a lump sum benefit according to the calculations of the 1971 Volunteer Firefighter's Relief Association Guidelines Act, as amended ([Minn. Stat. § 424A.096](#)). Any deferred member who has reached fifty (50) years of age, and who has at least twenty (20) years of active service credit in the Association, and who has made application of distribution therefore, the following shall be paid: An amount equal to the total active time service credit will be determined by using the formula in Addendum A multiplied by the base benefit amount contained in Addendum B, which is incorporated by reference herein.

(b) Early Vested Benefit

If an active member shall have served for more than ten (10) years, but less than twenty (20) years in the Fire Department, they may retire from the Fire Department and be placed on the deferred status (early vested) pension roll. When a member reaches the age of fifty (50) years and provided that at the time they have active service credit in the Association of at least ten (10) years, they shall, upon application therefore, in accordance with the formula in Addendum A, be eligible for benefit payout.

(c) Medical Benefit

If an active member becomes unable to perform the duties of the Fire Department and the Fire Department certifies the medical information, then the member is eligible to receive a medical benefit. The benefit will be based on Active Service Credit that the member has accrued multiplied by the current benefit level listed in Addendum B.

Section 12.2 Supplemental Benefit

A supplemental benefit will be paid out of the Special Fund to individuals who receive a lump-sum distribution of a service pension. The amount of the supplemental benefit to be paid is ten (10) percent of the regular pre-tax lump-sum distribution, excluding any interest that may have been credited during the period of deferral or \$1,000 whichever amount is smaller, in accordance with [Minn. Stat. § 424A.10](#).

Section 12.3 Survivor Benefits

Upon the death of a member of the Association and following the submission and approval of an Application for Distribution, a survivor benefit will be paid out of the Special Fund to the member's surviving spouse; if there is no surviving spouse, to the member's surviving children; if there is no surviving spouse and there are no surviving children, to the member's designated beneficiary. If no beneficiary has been designated and if the deceased member was active or deferred, the survivor benefit will be paid as a death benefit to the estate/trust of the deceased member.

If there are no surviving children, the member's surviving spouse may waive, in writing, wholly or partially, the spouse's entitlement to a survivor benefit, so that the survivor benefit may be paid directly to the member's designated beneficiary.

A trust created under Chapter 501B may be a designated beneficiary if the survivor benefit will be distributed as a one-time lump-sum payment. If a trust was created and is payable to the surviving children and there is no surviving spouse, the survivor benefit will be paid to the trust.

For active members, a survivor benefit is equal to the benefit level for each year that the member served as an active Firefighter in the Fire Department, at a vesting rate of 100%, will be paid upon death. If the member has less than 5 years of active service and has not separated from active service a benefit equal to five (5) years of active service will be paid. The latest benefit level found in Addendum B is used in this calculation. Distribution of the benefit will follow Section 3.16.

Section 12.4 Survivor Benefits – Deferred Member

A survivor benefit equal to a deceased deferred member's deferred service pension will be paid on behalf of the deceased deferred member. The survivor benefit amount may not exceed the total earned service pension of the deceased deferred member. Distribution of the benefit will follow Section 3.16.

Section 12.5 Supplemental Survivor Benefit

A supplemental survivor benefit will be paid out of the Special Fund when a lump sum survivor benefit is paid to the surviving spouse or, if none, to the surviving child or children of a deceased active or deferred member. The amount of the supplemental survivor benefit to be paid is 20 percent of the survivor benefit or \$2,000 whichever amount is smaller, in accordance with Minn. Stat. § 424A.10.

Section 12.6 Requesting Benefits

Once a member has met the eligibility requirements they are entitled to apply for benefits from the Association. Each member who intends to take distribution of a service pension, including a deferred service pension, from the Association must file a Notice of Intent to Take Distribution. Such Notice of Intent to Take Distribution will be in writing and will be filed with the Secretary. Upon receipt of the Notice of Intent to Take Distribution, the Secretary will provide to the applicant an Application for Distribution and any forms or notices required by Federal or State law. No Notice of Intent to Take Distribution is required for ancillary benefits.

All Applications for Distribution will be submitted to the Board for approval at a Board meeting by the Secretary. Applications for Distribution will state the age of the member, the period of service, the date of separation from active service with the Fire Department, and any other information the Board may require. No service pension, including any deferred service pension, or ancillary benefit will be paid until the Application for Distribution has been approved by a majority vote of the Board.

Once a member has met the eligibility requirements they are entitled to apply for benefits from the Association. From the time the Association receives an approved benefit request form from the individual requesting benefit payment, until the payment is made, may not exceed 120 days.

Section 12.7 Approval of Request for Benefits

It shall be the duty of the Board of Trustees to approve applications for service pensions and/or supplemental benefits, if the applicant meets all of the eligibility requirements set forth in these Bylaws. It shall also be the duty of the Board of Trustees not to approve the application if any of the eligibility requirements are not met. If an application is not approved, the Board shall return the application to the applicant within 30 days, noting thereon, in detail, which requirements the applicant does not meet. Thereafter, the applicant shall be furnished with the opportunity to be heard by the full Board, pursuant to the Procedure for Review as provided by Article XV of these Bylaws. If the application is approved, the service pension shall be paid in the manner requested by the applicant pursuant to Article XIV of these Bylaws.

Section 12.8 Limitation

Following the receipt of a lump sum survivor's benefit neither a member's spouse nor estate is entitled to any other or further financial relief or benefits from the Association.

Section 12.9 Unclaimed Benefits

In the event that the Association is unable with reasonable effort to locate a member or a survivor of a member entitled to payment or distribution under these Bylaws or by State law, the benefit distributable to such member or survivor of such member will be forfeited and will be credited to the Special Fund. Efforts to locate a member or survivor must be documented. Forfeiture will occur no earlier than thirty-six (36) months after the Board concludes the Association was unable to locate such member or survivor despite reasonable efforts to locate them.

ARTICLE XIII – Limits on Benefits

Section 13.1 Qualified Domestic Relations Order

An approved domestic relations order shall be accepted by the Board of Trustees if in compliance with state and Federal law. No benefits shall be paid under a domestic relations order which requires the plan to provide any type or form of benefit, or any option, not otherwise provided under the plan or under state law.

Section 13.2 Garnishment, Judgment or Legal Process

No service pension or ancillary benefits paid or payable from the Special Fund of the Association to any person receiving or entitled to receive a service pension or ancillary benefits shall be subject to garnishment, judgment, execution, or other legal process, except as provided in Minn. Stat. §§ 518.58 or 518.581.

Section 13.3 Assignments

No person entitled to a service pension or ancillary benefits from the Special Fund of the Association may assign any service pension or ancillary benefit payments, nor shall the Association have the authority to recognize any assignment or pay over any sum which has been assigned.

Section 13.4 Benefit Amount Limitation

No provision, which places limits on benefits, as contained within Section 415 of the Internal Revenue Code shall be exceeded. Plan participants cannot receive an annual benefit greater than the amount specified in Section 415 of the code as may subsequently be amended.

ARTICLE XIV – Timing and Modes of Distribution

Section 14.1 Timing and Modes of Distribution

Because of the varying circumstances in each member's retirement planning, optional benefit payment methods are offered. Selection should occur after consultation with a tax consultant, insurance and/or estate planner, or an attorney. Alternate payment methods on the application form shall include.

- 1) A direct transfer on an institution-to-institution basis of the retiring member's lump sum payment to the member's individual retirement account (IRA).
- 2) A single lump sum payment payable to the retiring member (subject to current income tax withholding requirements).

Section 14.2 Rollover Distribution

Upon written request from the retiring member who has given proper notice of retirement, the Secretary or Treasurer shall bring the request to the next Board meeting for review. Upon Board approval the Treasurer shall directly transfer the service pension amount into an Individual Retirement Account under Section 408(a) of the Internal Revenue Code, as amended.

ARTICLE XV – Procedure for Review

Section 15.1 Application for Benefit Denied

In the event that the Board of Trustees denies an application for service or ancillary pension, the member shall be entitled to the right of appeal for the determination.

Section 15.2 Appeal for non-Service Credit related Denial

In the event that the Board of Trustees denies an application for benefits for a non-Service credit related issue, the Board of Trustee must notify the applicant within 30 days of the denial. The applicant can then appear before the Board of Trustees at the next regularly scheduled business meeting to have his appeal heard.

Section 15.3 Members Appeal Process and Timing for Active Service Credit

The Fire Chief shall notify each Firefighter rendering active service credit with the Fire Department of the amount of active time service credit rendered by the Firefighter for the previous calendar year. The active time service credit notification and a description of the process and deadlines for the Firefighter to challenge the Fire Chief's determination of active time service credit must be provided to the Firefighter 21 days prior to its certification to the Association and municipality. This process is based on Minn. Stat. § 424A.003 (c). Firefighters who wish to appeal their service credit must provide a written statement explaining the appeal to the Fire Chief by the date listed in the letter. The appeal will be reviewed by the Fire Chief who will make a final determination of the service credit within 5 business days.

ARTICLE XVI – Dissolution of the Association Retirement Plan

Section 16.1 Dissolution of the Association Retirement Plan

This article only applies to the dissolution of a retirement plan established and administered by the Association. It does not apply to a change in the plan, consolidation or a plan administered by the Public Employees Retirement Association. This Article conforms to [Minn. Stat. 424B.22](#).

Section 16.2 Effective Date of the Dissolution

The effective date of the dissolution of the plan will be the dissolution date of the Association, if the Association is not being dissolved then the date will be the end of the calendar year that employment or services of the Firefighters has been terminated.

Section 16.3 Vesting of Firefighters

All currently active Firefighters will, and deferred members may, become fully vested (100%) in the retirement fund. Their years/month of service will be calculated as of the effective dissolution date.

Section 16.4 Benefit Increase

The Board of Trustees may approve an amendment to the Bylaws of the association to increase the lump-sum up to a maximum of 125 percent of the maximum benefit allowed, as long as the Associations assets support the increase, without municipal contribution, as determined in Section 16.5 and taking into account Section 16.3. This increase will apply to all active and deferred Firefighters.

Section 16.5 Determination of Assets and Liabilities

- a) The board of trustees shall determine the following as of the date of termination of the retirement plan:
 - 1) The fair market value of the assets of the Special Fund;
 - 2) The present value of each member's accrued benefit, taking into account full vesting under Section 16.3 and any increased lump-sum benefit level approved under Section 16.4;
 - 3) The present value of any benefit remaining to be paid to each member in pay status, if any; and
 - 4) Administrative expenses incurred or reasonably anticipated to be incurred through the date on which all retirement benefits have been distributed or transferred or, if later, the effective date of the dissolution of the Association.
- b) The Board of Trustees shall compile a schedule that includes the following information:
 - 1) The name of each member in pay status to whom a benefit or pension is or will be owed;
 - 2) The name of each other benefit recipient to whom a benefit or pension is or will be owed; and
 - 3) For each individual described in clauses (1) and (2), the amount of the benefit or pension to which the individual is entitled under the Bylaws of the Association, taking into account the changes required or permitted by this section, the corresponding number of years of service on which the benefit or pension is based, and the earliest date on which the benefit or pension would have been payable under the Bylaws of the Association.
- c) If the Association is dissolving, in addition to the determination under paragraph (a) for the retirement plan, the Board of Trustees shall determine, as of the effective date of the dissolution of the Association, the legal obligations of the General Fund of the Association.

Section 16.6 Protection of Investments

To minimize the risk of investment losses between the termination date and the date benefits will begin to be distributed, the Board of Trustees shall invest the assets in the special fund in low-risk investments, to the extent consistent with its fiduciary duty under [Minn. Stat. 356A](#).

Section 16.7 Allocation of Surplus Funds

- a) If after completing the determination of assets, liabilities, and administrative expenses, there is a surplus, the Board of Trustees shall transfer to the affiliated municipality the lesser of (1) the amount of the surplus, or (2) the sum of all required contributions, without investment earnings or interest thereon, made by the municipality to the Association during the year in which the termination of the retirement plan occurs or during the preceding nine years.

- b) If the affiliated municipality did not make any required contributions to the Association during the current or preceding nine years or if, after the transfer described in paragraph (a), there is surplus remaining, the Association and the municipality will mutually agree on an allocation between them of the remaining surplus.
- c) If, within 180 days of the date of termination of the retirement plan, the municipality and Association have not reached an agreement on the allocation of the surplus under paragraph (b), then 50 percent of the surplus shall be retained by the Association and 50 percent of the surplus shall be transferred to the affiliated municipality.
- d) Any surplus retained by the Association under paragraph (c) shall be allocated among all members eligible to share in the surplus in the same proportion that the present value of the accrued benefit for each eligible member bears to the total present value of the accrued benefits of all members eligible to share in the surplus, and each eligible member's benefit, as determined under Section 16.5 paragraph (a), clause (2), shall be increased by the member's share of the surplus. The Board of Trustees shall determine eligibility to share in the surplus, which may include any of the following, in addition to Firefighters active as of the date on which members became 100 percent vested:
 - 1) Inactive Firefighters;
 - 2) Former Firefighters with a deferred benefit under the retirement plan

If the Board of Trustees decides to include the individuals described in clause 2 in the allocation of the surplus, the Board of Trustees shall modify the method for allocating the surplus to take into account such individuals.

- e) Any amount of surplus transferred to the affiliated municipality under this subdivision may only be used for the purposes described in Minn. Stat. 424A.08, paragraph (a) or (b).

Section 16.8 Immediate Distribution of Retirement Benefits

The Board of Trustees shall liquidate the assets of the Special Fund and pay retirement benefits and administrative expenses under the retirement plan within 210 days after the effective date of the termination of the retirement plan.

Without regard to whether the member has attained age 50, each member and other benefit recipient shall be permitted to elect an immediate distribution or a direct rollover of the member's benefit to an eligible retirement plan as permitted under [Minn. Stat. 356.635, subd 3 to 7](#), if the benefit is an eligible rollover distribution as defined in [Minn. Stat. 356.635, subd 4 and 5](#).

The Board of Trustees shall complete the distribution of all assets of the Special Fund by making any remaining distributions or transfers as required under [Minn. Stat. 424B.22, subd 9](#) on behalf of members or other benefit recipients who cannot be located or are unresponsive and paying any remaining administrative expenses related to the termination of the plan.

Section 16.9 Missing Members

- a) If the Board of Trustees cannot locate a member or other benefit recipient or receives no response to an offer to distribute a retirement benefit, the Board of Trustees shall make a diligent effort to obtain a current address or other contact information as follows:
 - 1) Send a notice to the address on file for the member or other benefit recipient using certified mail;
 - 2) Check with the Minnesota State Fire Department Association, the municipality, and any other employer of the member;
 - 3) Check with the member's designated beneficiary on file with the Association; and
 - 4) Use one or more of the internet search tools that are free of charge.
- b) If the Board of Trustees is unable to locate the member or other benefit recipient after taking the actions described in paragraph (a), the Board of Trustees shall transfer the retirement benefit to an individual retirement account or consider the retirement benefit abandoned and deposit funds in the amount of the retirement benefit with the commissioner of commerce under [Minn. Stat. Ch. 345](#). The Board of Trustees may deposit a retirement benefit with the commissioner of commerce under [Minn. Stat. Ch. 345](#).

Section 16.10 Supplemental Benefits

Within 60 days after the distribution of benefits under section 16.8, the municipality or independent nonprofit firefighting corporation with which the fire department is affiliated shall pay supplemental benefits under [Minn. Stat. 424A.10](#) to each member and survivor who satisfies the requirements of [Minn. Stat. 424A.10, subd 2](#), if the member is at least age 50. The Commissioner of Revenue shall reimburse the municipality or independent nonprofit firefighting corporation for all supplemental benefits paid as provided in [Minn. Stat. 424A.10, subd 3](#).

Section 16.11 Notice of Retirement Plan Termination

The Board of Trustees shall notify the Commissioner of Revenue and the State Auditor that the retirement plan is being terminated no later than 30 days before the effective date of the termination of the retirement plan and provide any information the Commissioner or State Auditor may require.

Section 16.12 Finalization of the Association

The Association is dissolved effective on the date that the Board of Trustees completes the following actions:

- 1) Prepares and files with the State Auditor final audited financial statements, pursuant to [Minn. Stat. 424A.014, subd 1](#), or, if applicable, the certified financial statement, pursuant to [Minn. Stat. 424A.014, subd 2](#);
- 2) Liquidates the General Fund and settles all legal obligations of the General Fund as determined under subdivision 5;
- 3) Transfers the records of the Association to the chief administrative officer of the affiliated municipality; and
- 4) Notifies the Commissioner of Revenue, the State Auditor, and the Secretary of State of the dissolution no later than 30 days before the effective date of the dissolution.

ARTICLE XVII – Amendments

Section 17.1 Amendment(s) Generation

The Bylaws of the Association may be amended by the Board of Trustees, if two Trustees submit a signed proposal to the Board at least ten (10) days but not more than thirty (30) days prior to a regularly scheduled Board meeting. The Bylaws of the Association may be amended by the membership of the Association if five (5) members submit a signed proposal to the Board at least ten (10) days but not more than thirty (30) days prior to a regularly scheduled Board meeting.

The Board of Trustees will then review the proposed amendment(s) and provide a recommendation on the amendment(s) to the membership. The recommendation will be distributed with the proposed amendment(s) to the membership.

Section 17.2 Amendment(s) Ratification - Membership

The Bylaws of the Association may be amended at any Annual or Special meeting by a 2/3 majority vote of the active members of the Association present, provided that a quorum is present; provided the proposed amendment(s) and recommendation was made available for membership review by one or more of the following methods: posting, reading at a meeting, or mailed/mailed to the membership. The availability for membership review must be at least 10 days prior to the voting and not longer than 30 days.

Section 17.3 Amendment(s) Ratification - Municipality

Once these Bylaws have been amended by the Association, approval of the municipality is required per [Minn. Stat. 424A.02, subd 10](#) followed by submitting a copy to the State Auditor for final approval.

If the proposed amendment(s) and recommendation change the amount of benefits or pensions, approval of the municipality must be obtained based on [Minn. Stat. 424A.092, subd 6.](#)

ARTICLE XVIII – Signatures

Bylaws Approved by the Lake Elmo Firefighters Relief Association

Membership on 02/27/2022
Date of Approval

Kathleen Ambrose
President of the Lake Elmo Firefighters Relief Association

02/28/2022
Date

[Signature]
Chief of the Lake Elmo Fire Department

2/28/22
Date

Lake Elmo Firefighters Relief Association Bylaws

Addendum A – Benefit Calculation formula

Table A – Completed years of active time service credit with no forfeitable portion of annual or prorate service:

Vested Years	Formula
10 years	$(60\% * (\text{benefit}) * (10 \text{ years}) + (((60\% * (\text{benefit}) * (\# \text{ of Months})) / (12)))$
11 years	$(64\% * (\text{benefit}) * (11 \text{ years}) + (((64\% * (\text{benefit}) * (\# \text{ of Months})) / (12)))$
12 years	$(68\% * (\text{benefit}) * (12 \text{ years}) + (((68\% * (\text{benefit}) * (\# \text{ of Months})) / (12)))$
13 years	$(72\% * (\text{benefit}) * (13 \text{ years}) + (((72\% * (\text{benefit}) * (\# \text{ of Months})) / (12)))$
14 years	$(76\% * (\text{benefit}) * (14 \text{ years}) + (((76\% * (\text{benefit}) * (\# \text{ of Months})) / (12)))$
15 years	$(80\% * (\text{benefit}) * (15 \text{ years}) + (((80\% * (\text{benefit}) * (\# \text{ of Months})) / (12)))$
16 years	$(84\% * (\text{benefit}) * (16 \text{ years}) + (((84\% * (\text{benefit}) * (\# \text{ of Months})) / (12)))$
17 years	$(88\% * (\text{benefit}) * (17 \text{ years}) + (((88\% * (\text{benefit}) * (\# \text{ of Months})) / (12)))$
18 years	$(92\% * (\text{benefit}) * (18 \text{ years}) + (((92\% * (\text{benefit}) * (\# \text{ of Months})) / (12)))$
19 years	$(96\% * (\text{benefit}) * (19 \text{ years}) + (((96\% * (\text{benefit}) * (\# \text{ of Months})) / (12)))$
20 years & over	$(\text{benefit}) * (\# \text{ of years}) + (((\text{benefit}) * (\# \text{ of Months})) / (12))$

Benefit = The most recent benefit level contained in Addendum B

Months = The number of full months of service certified by the Chief

Lake Elmo Firefighters Relief Association Bylaws

Addendum B – Benefit level and effective year

Table A – Contains a list of Benefit levels ratified by the Municipality

Benefit Level Effective Date	Benefit amount per year of Service	Deferred Interest	Ratification date by Municipalities (Last City Ratification date shown)
October 2018	\$5850	0%	

Lake Elmo Firefighters Relief Association Bylaws

Addendum C - Revision Log

Table A – Bylaw Revision table

Date Approved	Comments on Change	Revision Number
	Restated Bylaws as of this date	001



DATE: March 15, 2022

CONSENT

TO: Honorable Mayor and City Council

FROM: Jake Dickson, Assistant City Administrator

AGENDA ITEM: Approve Hire of Firefighters

BACKGROUND:

The 2020 Lake Elmo Fire Department Operational Audit recommended the creation and recruitment of Full Time Firefighters in 2022. The City Council approved the job description and advertisement for two full time firefighters on January 4, 2022. Staff advertised the position for just under 4 weeks, and received 24 applications. Staff, along with an Assistant Fire Chief from an outside department, conducted two rounds of interviews and made conditional offers to two candidates.

ISSUE BEFORE COUNCIL:

Should the Council approve conditional job offers to Jeff Guertin and Brian Talcott for the Full Time Firefighter Position?

PROPOSAL DETAILS/ANALYSIS:

Staff is recommending the Council approve the offers to Jeff Guertin and Brian Talcott, contingent on background screening, psychological and physical evaluation.

Both candidates would start as soon as practicable after the conditions of the offer are met. Both candidates start at the advertised wage of \$24.72/hour

FISCAL IMPACT:

Firefighter wages and benefits are included in the 2022 budget.

OPTIONS:

- 1) Approve conditional job offers to Jeff Guertin and Brian Talcott.
- 2) Do not approve conditional job offer
- 3) Readvertise the position

RECOMMENDATION:

If removed from consent agenda:

“Motion to approve Conditional Job Offers to Jeff Guertin and Brian Talcott contingent on screening and evaluation.”

ATTACHMENTS:

None



DATE: March 15, 2022

CONSENT

TO: Honorable Mayor and City Council

FROM: Jake Dickson, Assistant City Administrator

AGENDA ITEM: Promotion of Paid on Call Firefighters

REVIEWED BY: Dustin Kalis, Fire Chief

BACKGROUND:

There are three probationary POC firefighters eligible for promotion:

Nathan Wagner, hired 9/21/2021

Bill Bermudez, hired 12/15/2020

Peter Haveman, hired 8/17/2021

ISSUE BEFORE COUNCIL:

Should the three POC firefighters be promoted to Paid on Call Firefighter in full standing?

PROPOSAL DETAILS/ANALYSIS:

All three firefighters have completed required education and training as follows: State Certified Firefighter I & II, State Certified Hazardous Material Operations, First Responder, and CPR, Approximately 200 hours of training, and maintenance of response requirement, drills, and training. Nathan Wagner is a re-hire with current certifications, and has completed the probationary period consistent with the personnel policy.

Promotion to Firefighter status includes a wage increase from \$12.00/hour to \$14.00/hour.

FISCAL IMPACT:

POC Firefighter wage increase consistent with 2022 budget.

OPTIONS:

1. Promote Bill Bermudez, Peter Haveman, and Nathan Wagner to Firefighter status
2. Do not promote.

RECOMMENDATION:

If removed from consent agenda:

“Motion to Promote Paid on Call Firefighters Bill Bermudez, Peter Haveman, and Nathan Wagner to Firefighter Status”

ATTACHMENTS:

- None



DATE: March 15, 2022

CONSENT

TO: Honorable Mayor and City Council

AGENDA ITEM: Special Event Permit for National Night Out Event

SUBMITTED BY: Jake Dickson, Assistant City Administrator

BACKGROUND:

In 2018 the City was approached to participate in a National Night Out event in order to bring the community together in an annual gathering. The special event was approved in 2018, 2019, and 2021. The City was approached again in February of 2022 to seek approval for the special event and road closures as was done in the past.

The event will be largely the same as 2021. Staff is recommending an official City sponsorship this year through the approval of the special event permit application submitted by the event's committee. Staff is recommending that the City sponsor the event further by including Public Works Staff and vehicles, as well as Fire Department Staff and vehicles. Administration Staff will also be present.

ISSUE BEFORE COUNCIL:

Should the Council approve the special event permit for the citywide National Night Out event at Lion's Park? Should the Council approve the closure of Laverne Ave N from 36th St N to the fire station?

PROPOSAL:

Like last year, this event is aimed at the entire community and is a larger event than the typical neighborhood National Night Out gatherings. As a result, the event will use the public land/facilities at Lion's park and the City's insurance. The City's insurance will cover this event if this Special Event Permit is approved, and requires no additional coverage. Staff is following guidance from the League of Minnesota Cities' Parks & Recreation Loss Control Guide.

The resident group/committee will again have activities and other amenities be made available to residents during the designated times as donated by local businesses and community groups.

Event Timetable:

6:00 PM – 8:00 PM on Tuesday, August 2nd, 2022. With road closure and initial setup starting around 4:00 PM.

Location:

The event will once again take place at Lion's Park, and within the closed portion of Laverne Ave. Any vehicles, booths, or other entertainment/activities will be positioned in the Lion's Park parking lot or on Laverne Ave. All vehicles and booths will be kept off of the ballfield in order to maintain the sod and field integrity.

Parking:

Parking will be available along the nearby streets. Nearby business owners and organizations may also be contacted for additional parking.

Insurance:

If approved, the event would be using the City's property and liability insurance at no additional costs to the City or event representatives

Restrooms:

Event attendees will have access to the Lion's Park restrooms and the on-site portable restroom.

Entertainment:

As with the theme of National Night Out, vehicles and equipment from the Public Works and Fire Departments, as well as the Washington County Sheriff's Department, will be displayed along Laverne Ave. and in the Lion's Park parking lot.

Activities, giveaways, and other amenities will be provided by local business, clubs, churches, and the Washington County Library. There are plans to have live music and a drumline.

Food:

The event organizers will not be direct selling, or providing food, but they will once again reach out to food trucks to park along Laverne Ave. for attendees. Interested food vendors would be using their own insurance, and already has the necessary permitting in place. Any free refreshments given away by booths/business-owners will have no impact on insurance needs and are permitted.

No alcohol will be served at the event.

Additional Information:

Vehicle displays and staff participation will be focused at the Lion's Park area, and the Fire Department plans to be available for any specific neighborhood gatherings requesting a Fire Department visit. The availability of vehicles and staff will be managed by the Fire Department based on what they are able to provide.

City staff will help to promote the event via the City's website, Facebook page, the Fresh E-Newsletter, and the printed newsletter mailed to each Lake Elmo Address.

FISCAL IMPACT:

No cost outside of staff time in preparation for the event, promoting the event, and for those who will be attending the event.

OPTIONS:

- 1) Approve the sponsorship of the citywide National Night Out event at Lion's Park as proposed including the closure of Laverne Ave N from the fire station north to 36th St from 4:00PM to 8:00PM
- 2) Approve the sponsorship of the citywide National Night Out event at Lion's Park under different parameters
- 3) Do not approve the National Night Out event at Lion's Park.

RECOMMENDATION:

“Move to approve the special event permit for the citywide National Night Out event at Lion’s Park and the closure of Laverne Ave N from the Fire Station north to 36th St from 4:00pm to 8:00pm on Tuesday, August 2nd 2022”

ATTACHMENTS:

- Special Event Permit Application



Special Event Permit Application

I. Title and Brief Description of Event

Lake Elmo National Night Out - Block Party Style Event for the city

II. Applicant Information

The applicant is responsible for answering all questions, including inquiries from media and citizens.

Applicant: Molly Brendmoen Title: Resident

Address: 3631 Laverne Ave North Lake Elmo, MN 55042

Business/Organization: National Night Out

Daytime Phone: 651-338-3410 Mobile Phone: Same Emergency Phone: _____

III. Event Timetable

A. Requested day and date: August 2nd, 2022

B. Requested Hours of Operation, from 4 a.m./p.m. to 8 a.m./p.m.

C. Set up beginning day and date August 2nd 2022, time 5 a.m./p.m.

D. Dismantle by day and date August 2nd 2022, time 8 a.m./p.m.

E. Anticipated number of participants: 250; and spectators: Total

IV. Insurance

Attach to this application either an insurance policy or a certificate of insurance including the policy number and showing liability amounts. The policy must state that any outside area to be used for an event is covered. The policy must also show evidence that the requested event is not excluded from insurance liability.

V. Check All Items that Apply to your Event

- ☒ Use of a Public Facility (note facility): Bathroom;
- ☒ Event participant and/or spectator parking areas (describe): Street Parking;
- ☐ Entertainment or stage location (provide to-scale drawings);
- ☐ Construction or erection of temporary structures (may need permit: check with planning department);
- ☒ Trash containers (indicate # and locations): Same as previous years;
- ☐ Portable toilet facilities (indicate # and locations): _____;
- ☐ First aid facilities (indicate who is providing): _____;
- ☐ Parade and/or parade floats (may need permit);
- ☐ Fireworks and/or pyrotechnics site (may need permit, check with the fire department);
- ☐ Cooking facilities, open flame, or vehicle fuels (may need permit, check with fire department);
- ☒ Electricity (indicate source and plan): Locations already in place, same as previous years;
- ☐ Other (please describe): _____

VI. Food, Beverages, and/or Entertainment

- A. If your event includes music, live entertainment, sound amplification or any other noise impact, please describe, including the intended hours of the music, sound or noise.
TBD- Multiple businesses with tables and tents, possible bouncy house, food truck

B. Will alcoholic beverages be served? ____Yes ____xNo

C. Name of liquor establishment: _____

- D. For service of alcohol outside a licensed premise, include a diagram showing the defined area of the alcohol concession service and attach a copy of your certificate of liquor liability insurance covering the limits of the alcohol service area.

- E. If serving alcohol, describe how you will ensure that alcohol will be possessed and consumed only by those persons 21 years or older. Describe all security measures in place.

- F. Will food and/or non-alcoholic beverages be served? ☒ Yes ☐ No

- G. If yes, describe sanitation and food-handling procedures:

- H. If yes, you will need to have a Temporary Food License from Washington County. Attach a copy of your Temporary Food License to this application.

- I. If you intend to cook food in the event area, describe your area layout, including fuel or electrical sources to be used:

Food truck as we have had in previous years, possible food hand out vendors

VII. Vendors or Concessionaires

List what vendors/concessionaires you will have at your event and list their Sales Tax ID Number:

TBD

VIII. Security and Safety Procedures

- A. Describe your proposed procedures for security and crowd control:

Volunteers at each end of the event and volunteers walking around at the event

B. If the event is to occur at night, describe how you will light the event area in order to increase the safety of participants and spectators coming to and leaving the event:

NA

IX. Clean-up

List persons responsible for clean-up duties:

Molly Brendmoen and any volunteers I can get

City of Lake Elmo Public Works to empty garbages as they have done previous years

X. Mitigation of Impacts on Others

Describe how you intend to mitigate the impacts of the special event on businesses, churches, neighbors, motorists, and others:

NA

Note: Any condition which causes adverse impacts may be cause to revoke the Special Events Permit

Applicant Signature: _____

Date of Application: _____



STAFF REPORT

DATE: March 15, 2022

CONSENT

TO: Honorable Mayor and City Council

FROM: Jake Dickson, Assistant City Administrator

AGENDA ITEM: 2022 Labor Agreement with Local 49ers

BACKGROUND:

The existing Labor Agreement with the Local 49ers expired on December 31, 2021. Staff and Local 49 entered into negotiations starting in Summer 2021. No tentative agreement was reached, so the City and Local 49 entered into mediation on February 11th. A tentative agreement was reached after one day of mediation and the members of the labor union voted to accept the 2022 agreement on March 1.

ISSUE FOR DISCUSSION:

Should Council approve the 2022 Labor Agreement with Local 49?

PROPOSAL DETAILS/ANALYSIS:

The 2022 contract documents the parties' agreements related to wages and other working conditions and lays out the process for addressing disputes.

The new contract remains consistent with the contract expired December 31, 2021 except for five alterations; This contract is effective for one year instead of two, contains an increase to the annual safety boot reimbursement to \$225 from \$220, increases wages by 3% for all classifications effective January 1, includes new language for employees called back to work during off-shift hours, and includes updated language to the Memorandum of Understanding for Central Pension Fund contributions. The updated MOU language has been reviewed by counsel.

FISCAL IMPACT:

The impact to the 2022 budget will be an additional \$21,340 in wages, payroll taxes and PERA. The boot reimbursement increase will cost an additional \$225 over the life of the agreement.

OPTIONS:

- 1) Approve the 2022 Labor Agreement between the City of Lake Elmo and the International Union of Operating Engineers Local 49
- 2) Amend and then Approve the 2022 Labor Agreement between the City of Lake Elmo and the International Union of Operating Engineers Local 49
- 3) Do not approve the 2022 Labor Agreement and direct someone else to negotiate with the union.

RECOMMENDATION:

If removed from the consent agenda:

Motion to approve the 2022 Labor Agreement between the City of Lake Elmo and the International Union of Operating Engineers Local 49

ATTACHMENTS:

- 2022 Labor Agreement
- MOU Paid Parental Leave
- MOU Central Pension Fund

LABOR AGREEMENT

BETWEEN THE

CITY OF LAKE ELMO

-AND-

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL No. 49

AFL-CIO



January 1, 2022 through December 31, 2022

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ARTICLE 1-PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the City of Lake Elmo, hereinafter called the EMPLOYER, and Local No. 49, International Union of Operating Engineers, hereinafter called the UNION. The intent and purpose of this AGREEMENT is to:

1.1 Establish and memorialize the parties' agreement concerning wages and other terms and conditions of employment for the duration of such agreements;

1.2 Establish procedures for the resolution of disputes concerning the interpretation and/or application of this written Agreement.

ARTICLE 2-DEFINITIONS

2.1 **DAYS:** Calendar Days excluding Saturdays, Sundays and Recognized holidays.

2.2 **UNION:** The International Union of Operating Engineers, Local No. 49, AFL-CIO.

2.3 **EMPLOYER:** The individual municipality designated by this AGREEMENT is the CITY OF LAKE ELMO.

2.4 **UNION MEMBER:** A member of the International Union of Operating Engineers, Local No. 49.

2.5 **EMPLOYEE:** A member of the exclusively recognized bargaining unit.

2.6 **BASE PAY RATE:** The Employee's hourly pay rate exclusive of any other special allowances.

2.7 **SENIORITY:** Length of continuous service with the EMPLOYER.

2.8 **SEVERANCE PAY:** Payment made to an Employee upon honorable termination of employment.

2.9 **CALL BACK:** Return of an Employee to a specified work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than the normal work day. An extension of or early report to an assigned shift is not a call back.

2.10 On-Call: Periods of time when an employee is not scheduled to work but must remain available to work.

2.11 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

2.12 GRIEVANCE: A dispute between the parties as to the application or interpretation of this agreement. Such procedures for filing a grievance are outlined in Article 6.

2.13 IMMEDIATE FAMILY: The employee's spouse, and the children, grandchildren, parents, grandparents, brothers and sisters, of the employee and the employee's spouse, including all step relations.

2.14 WORK WEEK: For the purposes of this agreement the normal work week shall be forty (40) hours Monday through Friday.

ARTICLE 3-RECOGNITION

3.1 The EMPLOYER recognizes the UNION as the exclusive representative for all employees of the Lake Elmo Street, Water & Sewer, and Park & Recreation employees, who work more than 14 hours per week, or, thirty five (35) percent of the normal work week, and more than 67 working days per year, excluding the Director of the Public Works, Clerical, Supervisory, and Administrative Personnel.

3.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the bureau of mediation services for determination.

ARTICLE 4 – UNION SECURITY

All employees who have completed thirty-one (31) calendar days of employment shall become members of the Union and shall maintain their membership in good standing. "In good standing," for the purpose of this Agreement, is defined as to mean the payment of a standard initiation fee and standard regular monthly dues uniformly required as a condition of acquiring or retaining membership in the Union.

In recognition of the UNION as the exclusive representative the EMPLOYER shall:

4.1 Deduct each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all employees authorizing in writing such deduction, or as allowed for fair share dues and representation as provided for under PELRA, and

4.2 Remit such deduction to the appropriate designated officer of the UNION.

4.3 The UNION may designate certain employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.

4.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 5-EMPLOYER SECURITY

5.1 The UNION agrees that during the life of this AGREEMENT it will not cause, encourage, participate in or support any strike, slow down, other interruption of or interference with the normal functions of the EMPLOYER.

5.2 Any employee who engages in a strike may have their appointment terminated by the EMPLOYER effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the employee.

5.3 An employee who is absent from any portion of the employee's work assignment without permission, or who abstains wholly or in part from the full performance of the employee's duties without permission from the employee's EMPLOYER on the date or dates when a strike occurs is prima facie presumed to have engaged in a strike on such date or dates.

5.4 An employee who knowingly strikes and whose employment has been terminated for such action may, subsequent to such violation, be appointed or re-appointed or employed or re-employed, but the employee shall be on probation for two years with respect to such civil service status, tenure of employment, or contract of employment, as the employee may have theretofore been entitled.

5.5 No employee shall be entitled to any daily pay, wages or per diem for the days on which the employee engaged in a strike

ARTICLE 6-EMPLOYER AUTHORITY

6.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this AGREEMENT.

6.2 Any term and condition of employment not specifically established or modified by the AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

ARTICLE 7-GRIEVANCE PROCEDURE

Section A. A grievance is defined as any dispute or disagreement between an employee and the City as to the interpretation or application of this agreement and shall not include any dispute or disagreement regarding proposed changes in the terms and conditions of this agreement, nor shall a grievance extend to matters of inherent managerial policy, the overall budget of the City, utilization of technology, the organizational structure or selection, direction and number of personnel.

Section B. A grievance shall not be valid for consideration unless the grievance is submitted in writing within twenty (20) days after the grievance arose. Failure to file any grievance within such period shall be deemed a waiver thereof.

Section C. The employee and the City shall attempt to adjust all grievances which may arise during the course of employment in the following manner:

Subd. 1. An effort shall first be made to resolve the grievance informally between the employee and supervisor. If the grievance cannot be resolved through informal discussion, then the grievance shall be submitted in writing to the supervisor setting forth the facts and the specific provisions of the Agreement allegedly violated. The supervisor or his/her designee will give his/her written decision on the grievance within ten (10) days after receipt of the written grievance.

Subd. 2. In the event that the grievance is not resolved in Subd. 1, the decision rendered in Subd. 1 may be appealed to the City Administrator provided such appeal is made in writing and appealed to the City Administrator within five (5) days after receipt of the decision in Subd. 1. The City Administrator or his/her designee shall set a time to meet with the employee within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the City Administrator or his/her designee shall issue a decision in writing.

Subd. 3. In the event that the grievance is not resolved in Subd. 2, the decision rendered in Subd. 2 may be appealed to the City Council within five (5) days after receipt of the decision in Subd. 2. Said City Council shall consider such grievance at a meeting called within fifteen (15) days after said appeal is filed with the City Clerk.

Subd. 4. A grievance unresolved in Subd. 3 and appealed in Subd. 4, shall be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Subd. 4 may be appealed to Section F within fifteen (15) days following the EMPLOYER'S final answer in Subd. 4. Any grievance not appealed in writing to Section F by the UNION within fifteen (15) days, shall be considered waived.

Subd. 5. The employee in each of the above subdivisions may be accompanied by and represented by a person designated by him/her.

Section D. Failure by the employee to appeal a grievance from one (1) subdivision to another within the time periods provided; therein, shall be deemed a waiver of the grievance. In computing time in the foregoing procedure, the word "day" shall constitute calendar days.

Section E. Failure by the City Council or the City employees to issue a decision within the time period provided herein shall constitute a denial of the grievance.

Section F. Arbitration Procedure: In the event that the employee and the City are unable to resolve any grievance as defined in Section A herein, the grievance may be submitted to binding arbitration.

Subd. 1. A request to submit a grievance to arbitration must be in writing, signed by the aggrieved party, and such request must be filed in the office of the City Clerk within ten (10) days following the decision in Subd. 4 of the grievance procedure.

Subd. 2. No grievance shall be considered by the arbitrator which has not first been duly processed in accordance with the grievance procedure and appeal provisions outlined in this procedure.

Subd. 3. The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator.

Subd. 4. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties.

Subd. 5. Each party shall bear its own expenses in connection with the arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript shall be made of the hearing. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript, and any other expenses which the parties mutually agree are necessary for the conduction of the arbitration.

Subd. 6. The arbitrator shall have jurisdiction over disputes or disagreements relating to matters properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to the proposed changes in terms and conditions of employment as defined herein and contained in a written agreement or memorandum of agreement as agreed to by the parties; nor shall an arbitrator have jurisdiction over any matter which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as

outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Subd. 7. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within fifteen (15) days after the submission, attempt to agree upon the selection of an arbitrator. If no agreement is reached within fifteen (15) days, the parties may individually or jointly request the Bureau of Mediation Services to appoint an arbitrator, requesting that said appointment be made within thirty (30) days after the receipt of said request.

7.1 Waiver

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION.

7.2 Choice of Remedy

If a grievance involves the suspension, demotion or discharge of an Employee who has completed the required probationary period, and the Employee has rights under the Minnesota Veterans Preference Act (VPA), the grievance may be appealed either pursuing arbitration under this Agreement or by requesting a hearing under the VPA. If the Employee appeals under the VPA or pursuant to some other applicable employment law, the grievance is not subject to the arbitration procedure and the Employee shall have waived the right to arbitrate pursuant to this Agreement.

ARTICLE 8 SAVINGS CLAUSE

8.1 This Agreement is subject to the laws of the State of Minnesota, the United States of America, and the signed municipality. In the event any provision of this Agreement shall be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

ARTICLE 9-LEAVES OF ABSENCE

9.1 Funeral leave shall be granted to full-time Employees as follows:

An employee will be granted a maximum of three (3) working days funeral leave with pay in the event of a death in the employee's immediate family. One (1) paid day for funeral leave will be granted for family not defined as immediate family. Additional days for funeral leave may be granted at the discretion of the Public Works Director for extenuating and unusual circumstances, which additional time may be charged against the employee's PTO time.

9.2 Funeral Leave will be at the Employee's regular rate of pay. Upon approval of the supervisor, the Employee may choose to use PTO to extend the funeral leave. The authorized supervisor may determine the length of leave for any case not meeting the above guidelines.

9.3 All other leaves will be in accordance with Minnesota State Statute Chapter 181.

ARTICLE 10-DISCIPLINE

10.1 The EMPLOYER shall have the right to impose disciplinary actions on employees for just cause only.

- a. oral reprimand;
- b. written reprimand;
- c. suspension'
- d. demotion; or
- e. discharge

10.2 Written reprimands, notices of suspension, notices of demotion and notices of discharge which are to become part of an Employee's personnel file shall be presented in written form read and acknowledged by signature of the Employee. The Employee and Union will receive a copy of such reprimands and/or notices at the time of implementation. At the request of the Employee, oral and written reprimands shall be removed from the file after five (5) years provided the Employee has not been involved in disciplinary action.

10.3 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.

10.4 Employees will not be questioned concerning an investigation that may lead to disciplinary action unless the employee has been given the opportunity to have a Union representative of their choice present at such questioning.

ARTICLE 11-PROFESSIONAL DEVELOPMENT

11.1 When an employee's attendance at training or educational sessions is directed by the City, such attendance will be without loss of pay. Such attendance will include reasonable

reimbursement for travel, lodging, and/or program expenses, provided such expenses are approved in advance by the City Administrator or Public Works Director.

ARTICLE 12- EXTENDED ILLNESS BANK

12.1 All accrued, but unused, Sick Leave banks of City employees as of January 1, 2004 were converted to Extended Illness Banks. An employee's Extended Illness Bank balance may be utilized only for illness or injury, as certified by a physician's statement; and, only after an employee has used ten (10) days of Paid Time Off.

12.2 Under no circumstances can an employee receive both Extended Illness Bank balances and Worker's Compensation benefits for the same period of disability, except if the employee elects to receive Worker's Compensation benefits, he/she may also use Extended Illness Bank balances, subject to other related Policy, to the extent necessary to increase their income to their net wage prior to the injury or onset of the disease.

ARTICLE 13-PTO

13.1 Accrual rates: All full time and all part time employees shall receive PTO benefits which shall be paid at their regular rate of compensation and may be used in a minimum of thirty (30) minute increments. PTO may be used as it is earned, pursuant to the following schedule:

Upon completion Of:	Monthly Accrual Rate
0-5 years	5 hours bi-weekly
6-10 years	6.5 hours bi-weekly
11-15 years	8 hours bi-weekly
16-24 years	9.5 hours bi-weekly
25 +	10 hours bi-weekly

Employees with 20 or more years of completed service as of January 1, 2004, shall accrue Personal Time Off at a rate of eleven (11) hours bi-weekly.

13.2 No more than two hundred forty (240) hours of PTO may be carried over into the following year. Any amount above the maximum two hundred forty (240) hours shall be converted to a contribution to MSRS. Such conversion shall be capped at forty (40) hours accumulation per year. The conversion shall take place in conjunction with issuing the calendar year's final paychecks.

ARTICLE 14-HEALTH BENEFITS

Effective 1/1/2018 The Employer agrees to make monthly contributions to the Health and Welfare Fund and will execute a separate participation agreement regarding those contributions. The Employer will provide to all full time employees, Local 49's Bargaining Premium Health Insurance at the rate set forth by the fund trustees, with the employee responsible for paying fifteen percent (15%) towards the cost of the premium.

ARTICLE 15-LIFE INSURANCE

The Employer will purchase and maintain at its expense, a Term Life insurance policy in the amount of \$25,000 for each employee.

ARTICLE 16-DISABILITY INSURANCE

The Employer will provide at its expense, long and short term disability insurance for each employee. Except as otherwise prohibited by law, this policy will in no way affect or be affected by the employee's Worker's Compensation benefits.

ARTICLE 17- HOLIDAYS

17.1 Holidays are defined as:

- | | | |
|-----|------------------------|-----------------------------|
| 1. | New Year's | January 1 |
| 2. | Martin Luther King Day | Third Monday in January |
| 3. | President's Day | Third Monday in February |
| 4. | Memorial Day | Last Monday in May |
| 5. | Independence Day | July 4 |
| 6. | Labor Day | First Monday in September |
| 7. | Columbus Day | Second Monday in October |
| 8. | Veteran's Day | November 11 |
| 9. | Thanksgiving Day | Fourth Thursday in November |
| 10. | Day after Thanksgiving | Fourth Friday in November |
| 11. | Christmas Eve | December 24 |
| 12. | Christmas Day | December 25 |

17.2 Holidays occurring on Saturday will be observed the preceding Friday and holidays occurring on Sunday will be observed on the following Monday, Employees shall receive eight (8) hours of pay at their regular hourly rate for all recognized holidays.

17.3 When business emergencies arise, Non-exempt hourly employees required to work on a recognized holiday will be paid at one and one-half (1 ½) times their regular base rate of pay, in addition to their regular holiday pay. Compensatory time-off may be taken in lieu of payment. Employees will be paid two times their regular base rate of pay to work on Christmas Eve, Christmas Day and New Year's Day.

ARTICLE 18-HOURS OF WORK

18.1 The normal work week shall be forty (40) hours, Monday through Friday.

18.2 In the event that work is required because of unusual circumstances such as fire, flood, snow, sleet, Sewer/water and street emergencies, the employer reserves the right to adjust employee's work hours to best serve the public; no advance notice need be given as required in 18.4.

18.3 Employees are entitled to two (2) paid fifteen-minute rest breaks and an unpaid thirty (30) minute meal break for each normal work day.

18.4 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis other than the normal work day. Service to the public requires the establishment of regular workweeks that schedule work on Saturdays and/or Sundays. The Employer shall give seven (7) calendar days advance notice to the Employees affected by the establishment of the work days different from the Employee's normal work day. The employer need not give seven (7) day notice for annual clean up days.

ARTICLE 19-OVERTIME PAY

19.1 Hours worked in excess of the normal work shift, shall be compensated for at one and one-half (1-½) times the Employee's regular base pay rate, or at discretion of employee, compensatory time off at the rate of one and one-half (1-½) hours off for each hour of overtime worked.

19.2 For the purpose of calculating overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

19.3 Employees may earn compensatory time at the rate of one and one half (1 ½) times in lieu of overtime pay, upon mutual agreement between the employee and the Employer, not to exceed fifty (50) hours with a maximum annual carry over of forty (40) hours. As of the last pay period in November of each year, all accumulated compensatory time above the maximum carry over amount of forty (40) hours shall be paid to the employee.

19.4 For purposes of calculating overtime, hours worked shall be defined as those hours actually worked or accounted for by holidays in one workweek. Workers Compensation will not apply as hours worked for purposes of calculating overtime.

ARTICLE 20- ON CALL

- a. Local 49 members scheduled to be on-call; on weekends shall be compensated five (5) hours at one and a half (1 ½) times their regular rate for the period beginning the end of the work day on Friday and ending the start of the work day on Monday.
- b. Local 49 members scheduled to be on-call weekdays (Monday through Thursday) shall be compensated one (1) hour for each work day served at one and one half (1 ½) times the regular rate.
- c. Local 49 members scheduled to be on-call during a holiday will receive two and one half (2 ½) hours at one and a half (1 ½) time their regular pay.
- d. The member scheduled for on call shall be provided with the dedicated on-call cell phone. All on-call employees will be required to be work ready when on call, and must be within close proximity to the City so that they can answer emergency calls.
- e. Local 49 members shall have the right to switch on-call schedules with one another provided they communicate said change with their immediate supervisor.
- f. The Director of Public Works and the bargaining unit will make up the schedule to be on-call on weekends, week days, and Holidays with the final approval by the Director of Public Works. All employees are required to participate in the on-call schedule once approved by the Director of Public Works.
- g. Such on-call pay shall be in addition to other compensation which the Employee is entitled to under this Agreement. Any time spent on-call will not count towards hours worked for purposes of calculating overtime, unless such Employee was actually called to answer and/or respond to a call.

ARTICLE 21-CALL BACK

Employees called to work at a time other than their normal scheduled shift, shall be paid a minimum of two (2) hours at one and one-half (1 ½) times their regular rate of pay.

Employees who are called during off shift hours to resolve a problem and are able to do so without physically reporting to work will be entitled to a minimum of one (1) hour pay at the applicable rate.

ARTICLE 22-RIGHT TO SUBCONTRACT

Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by employees covered by this AGREEMENT.

ARTICLE 23- UNIFORMS/BOOTS/SAFETY/CELL PHONE ALLOWANCE

23.1 The Employer will provide initial uniforms, winter clothing, rain gear and the necessary safety equipment for full-time employees according to the reasonableness and necessity in the performance of their job. The Employer agrees to supply and maintain work uniforms for bargaining unit members.

23.2 The Employer agrees to provide to all full time employees a city issued cell phone. Employees shall take steps not to lose or damage the cell phone. The Employer will provide reimbursement in the amount of two hundred and twenty five dollars (\$225.00) per year towards the purchase of safety boots.

ARTICLE 24- LAYOFF AND RECALL

24.1 In case of the need to eliminate positions, employees will be laid off based on inverse seniority within their job classification when all job relevant qualification factors are equal. Employees will be given a minimum of fourteen (14) days advance notice prior to layoff.

24.2 Employees will be recalled from layoff based on seniority within their job classification when all job relevant qualification factors are equal. Notice of recall shall be sent to the laid off employee's last known address by registered/certified mail. Employees will be given seven (7) days after receipt of recall notice to inform the employer of their intent to return to work. Failure to respond within the seven (7) day period will terminate recall rights.

ARTICLE 25- PROBATIONARY PERIOD

25.1 All newly hired or rehired employees will serve a six (6) month probationary period.

25.2 At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the Employer.

25.3 All employees will serve a six (6) month probationary period in any job classification in which the employee has not served a probationary period.

25.4 At any time during the probationary period a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the Employer.

ARTICLE 26- JOB POSTING

26.1 The Employer and the Union agree that permanent job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within provided that applicants:

Have the necessary qualifications to meet the standards of the job vacancy; and

Have the ability to perform the duties and responsibilities of the job vacancy.

26.2

Employees filling a higher job class based on the provisions of this ARTICLE shall be subject to the conditions of ARTICLE 25 (PROBATIONARY PERIODS).

26.3 The EMPLOYER has the right of final decision in the selection of employees to fill posted jobs based on qualifications, abilities and experience.

Job vacancies within the designated bargaining unit will be posted for five (5) working days so that members of the bargaining unit can be considered for such vacancies.

ARTICLE 27- SAFETY

The Employer and the Union agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.

ARTICLE 28- SEVERANCE

28.1 Full-time employees will be paid severance pay as follows:

28.2 Employees who leave the employment of the City by Retirement, Death, Disability or Resignation will receive pay for unused and or accrued PTO and any compensatory time accumulated as provided by this agreement. Employees shall have the option of directing those dollars into a 457 deferred compensation plan (subject to IRS regulations and Minnesota law) or (MSRS resolution).

ARTICLE 29- WAGES

Employees will be evaluated by their supervisor annually consistent with the Public Works Operator Level III-I or Lead Worker job description. A personal review of the evaluation will be required between the employee and the employee's supervisor. The employee will complete a self-evaluation prior to the review with the supervisor. All employees will be eligible for an increase noted below provided the employee meets the job performance criteria as outlined in the job description and with a satisfactory performance evaluation. The employer shall give the employees a one hundred and twenty (120) day notice of any changes to the job requirements.

	1/1/22
PW Operator III (Probationary)	\$26.19
PW Operator III (Full Standing.)	\$27.83
PW Operator II	\$29.56
PW Operator I	\$31.36
Lead Worker (Probationary)	\$34.20
Lead Worker (Full Standing)	\$35.23

ARTICLE 30 – RETIREMENT INSURANCE

Employees have the ability to participate in the Central Pension Fund.

(By MEMORANDUM OF UNDERSTANDING)

ARTICLE 31 - WAIVER

31.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.

31.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 32– DURATION


This AGREEMENT shall be effective as of **January 1, 2022** and shall remain in full force and effect until **December 31, 2022**.

FOR THE CITY OF LAKE ELMO:

FOR I.U.O.E. LOCAL NO. 49:



Jason George, Business Manager

Ron Boesel, Business Representative

Steward

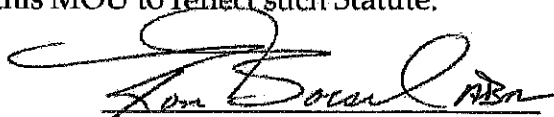
MEMORANDUM OF UNDERSTANDING

Between
City of Lake Elmo
And
International Union of Operating Engineers, Local 49

Paid Parental Leave

As a result of mediated negotiations between the City of Lake Elmo and the IUOE Local 49 Union, both parties hereby agree to the implementation of Paid Parental Leave for all Local 49 bargaining unit members when said legislation (Paid Family and Medical Leave Act) becomes effective for cities in the State of Minnesota. At such time, both parties agree to incorporate language into the existing Labor Agreement that reflects the same number of paid leave weeks covered by the new state legislation or modify this MOU to reflect such Statute.

Lake Elmo, City Administrator



Ron Boesel, Business Agent

Date

3-8-2022

Date

MEMORANDUM OF UNDERSTANDING
Central Pension Fund
City of Lake Elmo

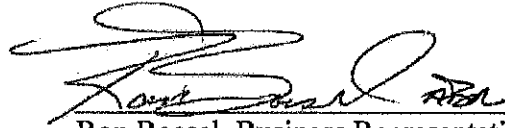
The City of Lake Elmo agrees to participate in the Central Pension Fund of the International Union of Operating Engineers and Participating Employers ("Central Pension Fund") in accordance with the terms of the Reinstated Agreement and Declaration Trust of the Central Pension Fund, the Plan of Benefits, and this Memorandum of Understanding.

- 1) Minnesota Statute § 356.24 Subd. 1(10) expressly authorizes the Employer to contribute public funds to the Central Pension Fund as a supplemental pension plan for the employees of a governmental subdivision who are covered by a collective bargaining agreement that provides for such coverage.
- 2) Sections 4.1 of the Restated Agreement and Declaration of Trust of the Central Pension Fund and 13.01 of the Plan of Benefits only permits Employer contributions to the Fund.
- 3) The parties agree that the agreed upon Employer contribution amount that would otherwise be paid in salary or wages will be contributed instead to the CPF as pre-tax employer contributions. Contributions from the City will not be funded from any other source unless agreed upon by the parties.
- 4) The hourly contribution rate will be applied to every hour compensated (i.e. hours worked, vacation, holiday and sick time) except for overtime hours worked. The Employer shall remit this contribution directly to the Central Pension Fund at 4115 Chesapeake Street NW, Washington, D.C. 20016.
- 5) For purposes of determining future wage rates, the Employer shall first restore the amount of the Employer contribution, which is currently the CPF contribution rate of (\$.75) per hour, then apply the applicable wage multiplier, then reduce the revised wage by the Central Pension Fund contribution rate.
- 6) For purposes of calculating overtime compensation, the Employer shall first restore the amount of the Employer contribution (\$.75) then apply the applicable 1.5 wage multiplier required under the Fair Labor Standards Act (FLSA) and the collective bargaining agreement, then pay the resulting amount for overtime worked.
- 7) A contribution of (\$.75) per straight time hour worked prevents annual Central Pension Fund contributions on behalf of eligible employees from exceeding \$5,000.00 in a year and therefore complies with limitations set forth under Minnesota Statute § 356.24, subd. 1(10) as amended.
- 8) The parties agree that the Public Employees Retirement Association interprets employer contributions to the Central Pension Fund as being included in determining "salary" for the purposes of the public pension.

- 9) The parties agree to abide by the terms and conditions of the Restated Agreement and Declaration of Trust and the Plan of Benefits of the Central Pension Fund.
- 10) Effective November 1, 2017, the contribution rate equals \$0.75 per each hour compensated, including all hours worked, vacation, holiday, and sick time, but excluding overtime hours worked.
- 11) Members, by majority vote, may change the contribution rate at any time during the life of this agreement. The Union and the employer will work together to implement member approved changes as soon as is practicable.

Employer:

Date:



Ron Boesel, Business Representative

3-8-2022
Date:



DATE: 3/15/2022

CONSENT

TO: Honorable Mayor and City Council

FROM: Jake Dickson, Assistant City Administrator

AGENDA ITEM: Cable Caster Agreement

BACKGROUND:

In order to record and broadcast all public meetings, the City needs to contract with a number of cable casting staff to perform videographer duties. After advertisement and approval of one earlier agreement with a Lake Elmo resident, staff received a second application to perform videographer duties.

ISSUE BEFORE COUNCIL:

Should the City Council approve a Videographer Contract with Dale Rogness?

PROPOSAL DETAILS/ANALYSIS:

The attached videographer contract with Dale Rogness outlines the duties of the videographer and appropriate rates of pay, as well as standard language previously reviewed by counsel.

FISCAL IMPACT:

\$55.00 per meeting with a possibility of a \$25.00 bonus. Cable casting fees are included in the budget and reimbursed per our agreement with the Ramsey Washington Suburban Cable Commission

OPTIONS:

- Approve the Videographer agreement with Dale Rogness
- Approve the Videographer agreement with different terms
- Do not approve the Videographer agreement

RECOMMENDATION:

If removed from the consent agenda:

“Motion to Approve the Videographer Agreement with Dale Rogness.”

ATTACHMENTS:

- Videographer Agreement

**AGREEMENT FOR
BETWEEN THE CITY OF LAKE ELMO
AND
DALE ROGNESS**

THIS AGREEMENT, made and entered into this ____ of ____, 2022, by and between the City of Lake Elmo, a Minnesota municipal corporation, herein referred to as “CITY”, and Dale Rogness, herein referred to as “VIDEOGRAPHER”, together herein referred to as the “Parties”.

WHEREAS, the CITY has broadcast facilities and government access through the Ramsey Washington Suburban Cable Commission; and

WHEREAS, the CITY desires to contract with a videographer to record City Council meetings held on the first and third Tuesday of the month, City Council Workshops held on the second Tuesday of the month, Planning Commission Meetings held on the second and fourth Monday of the month, Parks Commission meetings held on the third Monday of the month, and Economic Development Authority and Capital Improvement Committee meetings held as needed; and

WHEREAS, the VIDEOGRAPHER will provide recording services for other CITY meetings as a back-up videographer, as requested, and agreed upon by both parties.

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

1. The CITY shall be responsible for providing and maintaining the broadcast equipment and facility. The CITY shall be responsible for establishing broadcast policies and procedures and meeting schedules. The CITY shall provide the VIDEOGRAPHER with the next year’s meeting schedule each December preceding the next year.
2. As needed, the CITY shall provide training for the VIDEOGRAPHER on broadcast equipment. The CITY shall pay the VIDEOGRAPHER at a rate of \$55.00 for all training up to three hours.
3. For filming all CITY meetings, VIDEOGRAPHER shall be paid at a flat rate of \$55.00 per meeting. However, if a CITY meeting exceeds three hours, VIDEOGRAPHER shall be paid an additional \$25.00.

4. VIDEOGRAPHER shall arrive at City Hall, 3800 Laverne Avenue North, at least 30 minutes before the start of each scheduled CITY meeting and turn on the lighting in the Council Chambers and open the production booth. Food and beverages are not allowed in the production booth. Upon departing, VIDEOGRAPHER shall shut down equipment in the production booth, turn off lights in the production booth, and secure the door to the production booth.
5. VIDEOGRAHER shall be professional, accommodating, courteous, and timely at all times.
6. VIDEOGRAPHER shall exercise due professional care to comply with applicable federal, state, and local laws, rules, ordinances, and regulations in performing the professional services under this Agreement.
7. VIDEOGRAPHER is expected to maintain the confidentiality of all closed meetings. Any communication, including that on social media, about closed meetings is not permitted. All closed meetings shall not be recorded, broadcast or distributed, unless the CITY's attorney directs the VIDEOGRAPHER to broadcast or distribute the recordings. The VIDEOGRAPHER hereby understands and acknowledges that all videos completed by this Agreement are governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 ("the MGDPA"). Retention, distribution, or destruction of any video shall occur only with written approval of the CITY's Data Practice Compliance Officer. VIDEOGRAPHER agrees to promptly respond to inquiries from the CITY concerning data requests.
8. The CITY shall notify the VIDEOGRAPHER, via email, at least five business days in advance for any special broadcast coverage requirements or changes in the meeting schedule. The VIDEOGRAPHER shall notify the CITY at 651-747-3900 or via email at least five business days in advance in event that VIDEOGRAPHER is not available to film a meeting.
9. It is the intent of the Parties to this Agreement that it shall become effective upon the date written above and terminate on December 31, 2024. The terms of this Agreement may be renegotiated annually between the CITY and VIDEOGRAPHER but shall only be amended by the prior written approval of both Parties.
10. This agreement may be terminated by either party at any time by providing 30 days' written notice as described below.
11. VIDEOGRAPHER shall indemnify, defend, and hold harmless the City and its officials, employees, contractors, and agents from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any

negligent act or omission by VIDEOGRAPHER in the performance of the services pursuant to this Agreement.

12. All services provided pursuant to this Agreement shall be provided by VIDEOGRAPHER as an independent contractor and not as an employee of the CITY for any purpose. Any and all actions which arise as a consequence of any act or omission on the part of VIDEOGRAPHER shall not be the obligation or responsibility of the CITY. VIDEOGRAPHER shall not be entitled to any of the rights, privileges, or benefits of the City's employees, except as otherwise stated herein.
13. Any notice required by this Agreement shall be either hand delivered or sent by certified mail.
14. Neither party shall assign this Agreement without the prior written consent of the other party.
15. Any waiver by either party of a breach of any provisions of this Agreement shall not affect in any respect the validity of the remainder of this Agreement.
16. If any portion of this Agreement is held invalid by a court of competent jurisdiction, such decision shall not affect the validity of any remaining portion of the Agreement.
17. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota. All Parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
18. This Agreement shall constitute the entire agreement between the CITY and VIDEOGRAPHER and supersedes any other written or oral agreements between the CITY and the VIDEOGRAPHER and supersedes any other written or oral agreements between the CITY and the VIDEOGRAPHER. This Agreement can only be modified in writing signed by the CITY and VIDEOGRAPHER.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

CITY OF LAKE ELMO

By: _____
Charles Cadenhead
Its: Mayor

By: _____
Julie Johnson
Its: City Clerk

DALE ROGNESS

By: *Dale Rogness*



STAFF REPORT

DATE: 3/15/2022

CONSENT

TO: Mayor and City Council
FROM: Molly Just, Planning Director
ITEM: Wildflower at Lake Elmo 4th Addition Request for Extension of Time to Record Final Plat

BACKGROUND:

On October 5, 2021, the City Council approved a final plat for Wildflower at Lake Elmo 4th Addition. Pursuant to Lake Elmo City Code, the final plat will become void if not recorded within 180 days.

ISSUE BEFORE THE CITY COUNCIL:

City Council is asked to consider a request for additional time for the developer to record the final plat.

TIME EXTENSION REQUEST – REVIEW AND ANALYSIS:

City Code Requirements

Section 103.00.100.b.7 of the City Code contains the requirements for approving additional time for recording a final plat.

7. Recording final plat. If the final plat is approved by the council, the subdivider shall record it with the county recorder within 180 days after the approval. If not filed within 180 days, approval of the final plat shall be considered void, unless a request for time extension is submitted in writing and approved by the council. The subdivider shall, immediately upon recording, furnish the administrator with two paper prints and one reproducible film positive of the plat showing evidence of the recording. No building permits shall be issued for construction of any structure on any lot in the plat until the city has received evidence of the plat being recorded by the county.

The developer has submitted a request asking for a time extension to record the final plat for Wildflower at Lake Elmo 4th Addition.

Request Details

The developer's request indicates that they are working to meet the conditions of approval for recording the final plat and, in doing so, identified that an additional easement vacation (conservation easement) is necessary before the plat may be recorded. Vacating an easement to which the City is a party requires a public hearing and City Council action.

Staff supports the request for a time extension to record the final plat. This time extension does not change the City's final plat approval.

RECOMMENDATION:

Staff recommends that the City Council approve the requested time extension to record the final plat for Wildflower at Lake Elmo 4th Addition. Approval grants the developer until July 1, 2022 to record the plat.

“Move to approve the requested time extension to July 1, 2022 to record the final plat for Wildflower at Lake Elmo 4th Addition.”



DATE: March 15, 2022
PUBLIC HEARING

AGENDA ITEM: Public Improvement Hearing: Resolution Ordering the Improvement for the Parkview-Cardinal Neighborhood Street and Utility Improvements

SUBMITTED BY: Jack Griffin, City Engineer

REVIEWED BY: Kristina Handt, City Administrator
Marty Powers, Public Works Director
Sam Magureanu, Finance Director
Chad Isakson, Assistant City Engineer

ISSUE BEFORE COUNCIL: The City Council is respectfully requested to open the Public Improvement Hearing for the Parkview-Cardinal Neighborhood Street and Utility Improvements; and following the Hearing, consider adopting a Resolution Ordering the Improvements (4/5th vote required).

BACKGROUND: The Parkview-Cardinal Neighborhood Street and Utility Improvements includes the extension of public watermain from Inwood Avenue (CSAH 13) into and throughout the Parkview Estates, Cardinal Ridge and Cardinal View subdivisions, and along 15th Street North to provide clean drinking water to 62 properties. Watermain will be installed through directional drilling to minimize impacts to the streets and boulevards. Individual water service stubs will be installed to the edge of right-of-way at each of the 62 properties.

Following the watermain installation, street and drainage improvements will be completed along the public streets located in the project area, including Ivory Avenue, Ivory Court, 16th Street, Ivy Avenue, 15th Street Court and 15th Street. The street improvements will include a full-depth reclamation of the existing bituminous pavement to a depth of 9-inches and a new bituminous surface will be paved over the recycled aggregate base. The street reclamation will be completed to restore each street to its approximate existing width to control costs and minimize impacts to the adjacent properties. D418 concrete curb and gutter will be installed to replace the existing bituminous curb along the urban section roadways. Concrete ribbon curb will be installed along the existing rural section streets within a residential neighborhood, including Ivory Avenue and Ivory Court. A 24-inch gravel shoulder will be restored along the existing rural section of 15th Street north (non-residential roadway).

As part of the roadway improvements, it is proposed to remove the two existing center landscape islands at the intersection of Ivory Avenue and 16th Street in the Parkview Estates neighborhood. The center medians create 13-foot-wide one-way split streets that fall short of current design standards. It is also proposed to replace the substandard hammerhead turnaround areas at the north end of Ivy Avenue and east end of 15th Street with a small diameter cul-de-sac (30-foot radius). The proposed cul-de-sacs are contingent upon the city successfully obtaining the additional required easements.

Post construction “No Parking” designations will be implemented as part of the project due to the street widths not meeting current design standards. The post construction “No Parking” designations will be installed as follows:

- It is recommended to continue to allow parking along both sides of the 26-foot-wide streets.
- Parking restrictions will be posted along one side of the 24-foot-wide streets.

- Parking restrictions will be posted along both sides for the segments of Ivy Avenue that will be reconstructed to their existing 19-foot widths.
- Parking restrictions will be posted within each cul-de-sac.

As part of the Grant Agreement with the MPCA, all households in the development, regardless of Health Based Values (HBVs), are eligible to connect to municipal water and all households that connect to city water must have the private wells properly sealed and abandoned as part of the project and within the timeframe of the grant agreement. To implement these State requirements for the project the city intends to levy assessments for the public watermain, and the street and storm sewer improvements in accordance with the city's Special Assessment Policy and current practices. Each property that connects to city water must abandon all private wells, unless exempted by the MPCA, within one year after water service is made available and following written notice from the city to connect. Once the private improvements are completed, the public watermain, and street and storm sewer improvement assessments levied for this project will be fully or partially reduced based on the grant amount applied by the state.

In order to assess all or a portion of the improvements, the city has prepared a feasibility report as required by the statutory process for public improvements that are specially assessed. The feasibility report has been completed and provides the scope of recommended improvements; estimated project costs; identifies easement and right-of-way, permits and other requirements needed to implement the improvements; recommends whether the improvements should be best made as proposed or in connection with some other improvement; and advises that the improvements are necessary, cost effective, and feasible. The report also includes a preliminary assessment roll for each of the benefitting properties based upon the city's Special Assessment Policy for Local Improvements.

PROPOSAL DETAILS/ANALYSIS: Pursuant to Minnesota Statutes, Section 429.011 to 429.111, a Public Improvement Hearing was noticed for March 15, 2022, to consider making the improvements necessary to extend municipal water into the Parkview Estates, Cardinal Ridge, and Cardinal View subdivisions, and along 15th Street North and to reconstruct the public streets along Ivory Avenue, Ivory Court, 16th Street, Ivy Avenue, 15th Street Court and 15th Street. The attached notice was published in the official newspaper and individual notifications were sent to each address that will be wholly or partially assessed for the improvements.

A feasibility report was adopted by the City Council on February 15, 2022 in order to ready these improvements for 2022 construction. The total estimated cost of the improvements is \$5,329,000. This includes \$2,265,000 for the public watermain improvements, \$2,050,000 for the street and drainage improvements, and \$1,014,000 for the private water service connections/well sealing improvements. The proposed public watermain assessment is \$36,600 for each of the 62 properties based on assessing 100% of the public watermain improvements on a per REC basis. The proposed street and storm sewer assessment is \$8,600 per REC unit for the 64 residential properties with 68 assessable units that gain direct access, or could gain direct access to the improved roadways. This unit assessment is based on assessing 30% of the street and storm sewer costs on a per unit basis for residential properties. There is one commercial use property at 9075 15th Street (Gerten's) that will be assessed 100% of the street and storm sewer costs based on the lineal front footage. Assessments for street and drainage improvements will be levied over a 15-year period. Assessments for new watermain improvements will be levied over a 20-year period. All assessments that are not waived and removed from the property will be charged an interest rate of 1% over the bond rate for the project.

In addition, the plans and specifications were approved by the city council and contractor bids will be received on March 16, 2022. Once received, bids may be held for up to 60 days. Staff will present Council with an award recommendation at the April 5 or April 19 council meeting. A project schedule for the improvement is attached and outlines the implementation timeframe for construction in 2022.

FISCAL IMPACT: The total estimated project cost is \$5,329,000. The improvements will be funded primarily through a grant from the MPCA under the 2018 3M Settlement Agreement, in the amount of \$5,200,000, and in accordance with the terms of the MPCA-Lake Elmo Grant Agreement dated April 2,

2021. Special assessments will be levied, and general city funds will be considered to cover costs incurred outside the grant agreement terms.

The city will contract for the public watermain, and street and storm sewer improvements located within the public right-of-way, make payment to the contractors and submit invoices for reimbursement through the MPCA Grant. The City intends to use fund reserves for the public improvements to pay the up-front project costs and to cover any city cost participation. Project invoices will be periodically submitted to the MPCA for grant reimbursement in accordance with the terms of the grant agreement. The private water service connection and well sealing work will be contracted separately by each individual property owner. Eligible private property costs will be paid from the MPCA Grant on a reimbursement basis through the city. This reimbursement applies to the contractor costs to install the water service line from the right-of-way to the home connection, the cost to abandon the private well(s) on the property, and all permit fees including a \$3,000 Water Availability Charge (WAC), a \$1,000 Water Connection Charge, a \$377 Meter Fee, and a \$60 Plumbing Permit Fee. If the property currently has a granular activated carbon (GAC) treatment system, the removal of the system from the home will also be reimbursed.

RECOMMENDATION: Staff is recommending that the City Council adopt a Resolution Ordering the Improvements (4/5th vote required) for the Parkview-Cardinal Neighborhood Street and Utility Improvements as outlined in the Feasibility Report approved on February 15, 2022. The recommended motion for this action is as follows:

“Move to adopt Resolution No. 2022-025 Ordering the Improvements (4/5th vote required) for the Parkview-Cardinal Neighborhood Street and Utility Improvements as outlined in the Feasibility Report approved on February 15, 2022.”

ATTACHMENTS:

1. Resolution Ordering the Improvements for the Parkview-Cardinal Neighborhood Street and Utility Improvements.
2. Notice of Hearing on Improvement.
3. Preliminary Assessment Roll and Exhibits.
4. Location Map.
5. Proposed Improvement Exhibits.
6. Project Schedule.

**CITY OF LAKE ELMO
WASHINGTON COUNTY
STATE OF MINNESOTA**

RESOLUTION NO. 2022-025

**A RESOLUTION ORDERING THE IMPROVEMENT FOR THE
PARKVIEW-CARDINAL NEIGHBORHOOD
STREET AND UTILITY IMPROVEMENTS**

WHEREAS, pursuant to City Council resolution adopted on February 15, 2022, the Council ordered a hearing on improvement for the Parkview-Cardinal Neighborhood Street and Utility Improvements; and

WHEREAS, ten days mailed notice and two weeks published notice of the hearing was given, and the hearing was held thereon on the 15th day of March 2022, at which all persons desiring to be heard were given the opportunity to be heard thereon; and

WHEREAS the feasibility report prepared by FOCUS Engineering, Inc., and dated February 2022 states that the project is necessary, cost-effective, and feasible.

NOW, THEREFORE, BE IT RESOLVED,

1. Such improvement is deemed necessary, cost-effective, and feasible as detailed in the Feasibility Report dated February 2022.
2. Such improvement is hereby ordered as proposed in the council resolution adopted this 15th day of March, 2022.
3. The City Council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of tax-exempt bonds.
4. The City Engineer is hereby designated as the engineer for making this improvement.

ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE FIFTEENTH DAY OF MARCH, 2022.

CITY OF LAKE ELMO

(Seal)
ATTEST:

By: _____
Charles Cadenhead
Mayor

Julie Johnson
City Clerk

**CITY OF LAKE ELMO
NOTICE OF HEARING ON IMPROVEMENT
PARKVIEW-CARDINAL NEIGHBORHOOD
STREET AND UTILITY IMPROVEMENTS**

Notice is hereby given that the City Council of Lake Elmo will conduct a public hearing on **Tuesday, March 15, 2022**, at or approximately after 7:00 PM to consider the making of the following improvements, pursuant to Minnesota Statutes, Sections 429.011 to 429.111:

The extension of municipal water into the Parkview Estates, Cardinal Ridge, Cardinal View and 15th Street North neighborhood area to replace individual private wells and to provide clean drinking water to 62 properties adjacent to the new watermain, including a water service stub to the public right-of-way. Following the watermain installation, street and drainage improvements will be completed along the following public streets:

- Ivory Avenue North.
- Ivory Court North.
- 16th Street North.
- Ivy Avenue North.
- 15th Street Court North.
- 15th Street North, from Inwood Avenue to the east cul-de-sac.

The area proposed to be assessed for the watermain improvements include 62 properties located along the proposed watermain alignment that will be receiving access to connect to city water; and the area proposed to be assessed for the street and storm sewer improvements include each of the 65 properties that gain, or could gain direct driveway access from the above referenced streets to be improved as part of this project.

The estimated total cost for the project is \$5,329,000; consisting of \$2,265,000 for the public watermain improvements, \$2,050,000 for the street and drainage improvements, and \$1,014,000 for the private water service connections/well sealing improvements. A reasonable estimate of the impact of the assessment will be available at the hearing. Such persons as desiring to be heard with reference to the proposed improvements will be heard at this meeting.

DATED: February 15, 2022

BY ORDER OF THE LAKE ELMO CITY COUNCIL

Charles Cadenhead, Mayor

(Published in the Stillwater Gazette on February 18, 2022 and February 25, 2022)

PARKVIEW-CARDINAL NEIGHBORHOOD
STREET AND UTILITY IMPROVEMENTS
PRELIMINARY ASSESSMENT ROLL

NO.	NAME	ADDRESS	MAILING ADDRESS	PID	TOTAL ASSESSMENT	STREET & DRAINAGE ASSESSMENT	WATERMAIN ASSESSMENT
1	VANG PETE S	1873 IVORY AVE N	1873 IVORY AVE N LAKE ELMO MN 55042	2802921120023	\$45,200	\$8,600	\$36,600
2	GRIFFIN PETER & CHRISTINE	1849 IVORY AVE N	1849 IVORY AVE N LAKE ELMO MN 55042	2802921120022	\$45,200	\$8,600	\$36,600
3	KLOSNER MARK S & BARBARA F	1827 IVORY AVE N	1827 IVORY AVE N LAKE ELMO MN 55042	2802921120021	\$45,200	\$8,600	\$36,600
4	WILLIAMS JAMES M & SUSAN T	1805 IVORY AVE N	1805 IVORY AVE N LAKE ELMO MN 55042	2802921120020	\$45,200	\$8,600	\$36,600
5	HANGGE JOSEPH P & MICHELE L	1779 IVORY AVE N	1779 IVORY AVE N LAKE ELMO MN 55042	2802921120019	\$45,200	\$8,600	\$36,600
6	NELSON DAVID F & LESLIE R	1757 IVORY AVE N	1757 IVORY AVE N LAKE ELMO MN 55042	2802921120018	\$45,200	\$8,600	\$36,600
7	DRESSEL DAVE & JESSICA	1743 IVORY AVE N	1743 IVORY AVE N LAKE ELMO MN 55042	2802921120017	\$45,200	\$8,600	\$36,600
8	FISH JODI F	1727 IVORY AVE N	1727 IVORY AVE N LAKE ELMO MN 55042	2802921120016	\$45,200	\$8,600	\$36,600
9	AXBERG GARY T & JEANETTE L	1709 IVORY AVE N	1709 IVORY AVE N LAKE ELMO MN 55042	2802921120015	\$45,200	\$8,600	\$36,600
10	BARTOSH PETER T & SANDRA K	1697 IVORY AVE N	1697 IVORY AVE N LAKE ELMO MN 55042	2802921120014	\$45,200	\$8,600	\$36,600
11	YOCUM TIMOTHY C & SHANNON C S	1694 IVORY AVE N	1694 IVORY AVE N LAKE ELMO MN 55042	2802921120009	\$45,200	\$8,600	\$36,600
12	BEARTH GREGORY A & MELISSA A	1681 IVORY AVE N	1681 IVORY AVE N LAKE ELMO MN 55042	2802921120013	\$45,200	\$8,600	\$36,600
13	DEEB TIFFNI L & DANIEL L	1680 IVORY AVE N	1680 IVORY AVE N LAKE ELMO MN 55042	2802921120008	\$45,200	\$8,600	\$36,600
14	WORTMAN STEPHEN D & CHERYL L	1668 IVORY AVE N	1664 IVORY AVE N LAKE ELMO MN 55042	2802921120007	\$45,200	\$8,600	\$36,600
15	IVERSON JEFFREY S & JULI A	1663 IVORY AVE N	1663 IVORY AVE N LAKE ELMO MN 55042	2802921120012	\$45,200	\$8,600	\$36,600
16	BATTAH ABDALLA M-A	1654 IVORY AVE N	1654 IVORY AVE N LAKE ELMO MN 55042	2802921120006	\$45,200	\$8,600	\$36,600
17	ANDERSON DAVID M & MARIA V	1645 IVORY AVE N	1645 IVORY AVE N LAKE ELMO MN 55042	2802921120011	\$45,200	\$8,600	\$36,600
18	SNIDER BERT W & TERRI L	1636 IVORY AVE N	1636 IVORY AVE N LAKE ELMO MN 55042	2802921120005	\$45,200	\$8,600	\$36,600
19	ANDERSON JAMES L & KARIN L	1627 IVORY AVE N	1627 IVORY AVE N LAKE ELMO MN 55042	2802921120010	\$45,200	\$8,600	\$36,600
20	HAUGE ROBERT JR & LAIS MONICA	1615 IVORY AVE N	1615 IVORY AVE N LAKE ELMO MN 55042	2802921130018	\$45,200	\$8,600	\$36,600
21	VANG CHRISTOPHER C & MINA M	9155 16TH ST N	9155 16TH ST N LAKE ELMO MN 55042	2802921130012	\$45,200	\$8,600	\$36,600
22	HICKEY TERRANCE S & LYNDA L	9125 16TH ST N	9125 16TH ST N LAKE ELMO MN 55042	2802921130013	\$45,200	\$8,600	\$36,600
23	JACOBS PHILLIP	1584 IVORY AVE N	1584 IVORY AVE N LAKE ELMO MN 55042	2802921130017	\$45,200	\$8,600	\$36,600
24	ROLANDO RICHARD J & JEAN M	1583 IVORY AVE N	1583 IVORY AVE N LAKE ELMO MN 55042	2802921130014	\$45,200	\$8,600	\$36,600
25	HENEHAN THOMAS A & MARY L	1570 IVORY AVE N	1570 IVORY AVE N LAKE ELMO MN 55042	2802921130016	\$45,200	\$8,600	\$36,600
26	LECUYER BRENDA & ALLEN	1567 IVORY AVE N	1567 IVORY AVE N LAKE ELMO MN 55042	2802921130015	\$45,200	\$8,600	\$36,600
27	KUMP SUZANNE & JOHN	1539 IVORY CT N	1539 IVORY CT N LAKE ELMO MN 55042	2802921130008	\$45,200	\$8,600	\$36,600
28	ADAMSKY STEVEN J & HOLLIE	1535 IVORY CT N	1535 IVORY CT N LAKE ELMO MN 55042	2802921130009	\$45,200	\$8,600	\$36,600
29	LARSON KEITH & DANA	1529 IVORY CT N	1529 IVORY CT N LAKE ELMO MN 55042	2802921130010	\$45,200	\$8,600	\$36,600
30	HYBBEN RICHARD & SAMANTHA	1525 IVORY CT N	1525 IVORY CT N LAKE ELMO MN 55042	2802921130011	\$45,200	\$8,600	\$36,600
31	SAUNDERS SHARON M & DAVID S	1517 IVORY CT N	1517 IVORY CT N LAKE ELMO MN 55042	2802921130007	\$45,200	\$8,600	\$36,600
32	FUNFSINN DOUG & ERICKA	1513 IVORY CT N	1513 IVORY CT N LAKE ELMO MN 55042	2802921130006	\$45,200	\$8,600	\$36,600
33	ZEHRE JACINTA	1696 IVY AVE N	1696 IVY AVE N LAKE ELMO MN 55042	2802921110007	\$45,200	\$8,600	\$36,600
34	SEVIGNY WILLIAM D & MARIE L	1684 IVY AVE N	1684 IVY AVE N LAKE ELMO MN 55042	2802921110008	\$45,200	\$8,600	\$36,600
35	ANDERSON TIMOTHY L & JULIE A	1683 IVY AVE N	1683 IVY AVE N LAKE ELMO MN 55042	2802921110005	\$45,200	\$8,600	\$36,600
36	LACKNER THOMAS & LAURA	1668 IVY AVE N	1668 IVY AVE N LAKE ELMO MN 55042	2802921110009	\$45,200	\$8,600	\$36,600
37	KOSTOHRYZ RICHARD J & KATHLEEN	1665 IVY AVE N	1665 IVY AVE N LAKE ELMO MN 55042	2802921110006	\$45,200	\$8,600	\$36,600
38	O'NEILL THOMAS O & AMY J	1650 IVY AVE N	1650 IVY AVE N LAKE ELMO MN 55042	2802921110010	\$45,200	\$8,600	\$36,600
39	DANIELSON GRANT & ERIKA	1643 IVY AVE N	1643 IVY AVE N LAKE ELMO MN 55042	2802921110004	\$45,200	\$8,600	\$36,600
40	NIGHTINGALE TROY J & DONNA K	1634 IVY AVE N	1634 IVY AVE N LAKE ELMO MN 55042	2802921140009	\$45,200	\$8,600	\$36,600
41	CONNERS BRIAN M & CHRISTIANNE	1625 IVY AVE N	1625 IVY AVE N LAKE ELMO MN 55042	2802921140008	\$45,200	\$8,600	\$36,600
42	ALFRED DAVID W	1620 IVY AVE N	1620 IVY AVE N LAKE ELMO MN 55042	2802921140010	\$45,200	\$8,600	\$36,600
43	BIGWOOD GREGORY R & BOBBIE J	1594 IVY AVE N	1594 IVY AVE N LAKE ELMO MN 55042	2802921140011	\$45,200	\$8,600	\$36,600
44	UNKLESBAY JESSE M & EMILY J	1589 IVY AVE N	1589 IVY AVE N LAKE ELMO MN 55042	2802921140007	\$45,200	\$8,600	\$36,600
45	CONNOLLY BARRETT L & JILL C	1578 IVY AVE N	1578 IVY AVE N LAKE ELMO MN 55042	2802921140012	\$45,200	\$8,600	\$36,600
46	PANAGIOTOPOULOS PAUL G	1571 IVY AVE N	1571 IVY AVE N LAKE ELMO MN 55042	2802921140006	\$45,200	\$8,600	\$36,600
47	WILLIAM E SHOOK SURVIVORS TRS	1550 IVY AVE N	11001 WINE PALM RD FORT MYERS FL 33966	2802921140013	\$45,200	\$8,600	\$36,600
48	MROZINSKI JEFFERY J & KATHLEEN M	1545 IVY AVE N	1545 IVY AVE N LAKE ELMO MN 55042	2802921140005	\$45,200	\$8,600	\$36,600
49	AHN DAVID C & BARBARA L	1525 IVY AVE N	1525 IVY AVE N LAKE ELMO MN 55042	2802921140004	\$45,200	\$8,600	\$36,600
50	WHITE ROBERT J & BETH A	1543 15TH ST CT N	1543 15TH ST CT N LAKE ELMO MN 55042	2702921230009	\$45,200	\$8,600	\$36,600
51	MOODY TERRY B & KAREN A	1535 15TH ST CT N	1535 15TH ST CT N LAKE ELMO MN 55042	2702921230010	\$45,200	\$8,600	\$36,600

PARKVIEW-CARDINAL NEIGHBORHOOD
STREET AND UTILITY IMPROVEMENTS
PRELIMINARY ASSESSMENT ROLL

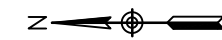
NO.	NAME	ADDRESS			MAILING ADDRESS						PID	TOTAL ASSESSMENT	STREET & DRAINAGE ASSESSMENT	WATERMAIN ASSESSMENT
52	MENCKE PAUL B & KATHLYN N	1532	15TH	ST CT N	1532	15TH	ST CT N	LAKE ELMO	MN	55042	2702921230002	\$45,200	\$8,600	\$36,600
53	MOYNAGH MICHAEL J & MARGARET E	1521	15TH	ST CT N	1521	15TH	ST CT N	LAKE ELMO	MN	55042	2702921230005	\$45,200	\$8,600	\$36,600
54	WESSEL SHERI M & TERRY M BAUER	1509	15TH	ST CT N	1509	15TH	ST CT N	LAKE ELMO	MN	55042	2702921230006	\$45,200	\$8,600	\$36,600
55	SAHR BARBARA A & BRADLEY R	9170	15TH	ST N	9170	15TH	ST N	LAKE ELMO	MN	55042	2702921230007	\$45,200	\$8,600	\$36,600
56	TROUPE DOUGLAS R	9250	15TH	ST N	9250	15TH	ST N	LAKE ELMO	MN	55042	2702921240002	\$45,200	\$8,600	\$36,600
57	VORAN711 LAND HOLDINGS LLC				3435	LABORE RD	#150	VADNAIS HEIGHTS	MN	55110	2802921420005	\$34,400	\$34,400	
58	VORAN711 LAND HOLDINGS LLC				3435	LABORE RD	#150	VADNAIS HEIGHTS	MN	55110	2802921410002	\$17,200	\$17,200	
59	GEFFRE DENNIS E JR & LEE A	8742	15TH	ST N	8742	15TH	ST N	LAKE ELMO	MN	55042	2802921130001	\$45,200	\$8,600	\$36,600
60	SIVERSON NEIL W & SUSAN A OTTO-SIVERSON	8940	15TH	ST N	8940	15TH	ST N	LAKE ELMO	MN	55042	2802921110002	\$8,600	\$8,600	
61	STEVEN J DAHLY TRS & DEBORAH A DAHLY TRS	8955	15TH	ST N	8955	15TH	ST N	LAKE ELMO	MN	55042	2802921410001	\$45,200	\$8,600	\$36,600
62	RICHARDS HARRISON A & KATE MCCOY	8975	15TH	ST N	8975	15TH	ST N	LAKE ELMO	MN	55042	2802921410003	\$45,200	\$8,600	\$36,600
63	JESKE DON F & CORRYL E	8996	15TH	ST N	8996	15TH	ST N	LAKE ELMO	MN	55042	2802921140001	\$45,200	\$8,600	\$36,600
64	GLG PROPERTIES	9075	15TH	ST N	5500	BLAINE	AVE	IVER GROVE HEIGHTS	MN	55076	2702921320001	\$143,925	\$107,325	\$36,600
65	LINDER LILLIAN & HENDERSON R T	9255	15TH	ST N	9255	15TH	ST N	LAKE ELMO	MN	55042	2702921310001	\$45,200	\$8,600	\$36,600
TOTALS												\$2,961,325	\$692,125	\$2,269,200



LEGEND



ASSESSABLE PROPERTY - STREET AND UTILITY IMPROVEMENTS





LEGEND



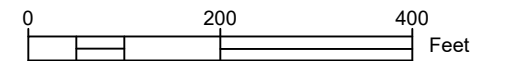
ASSESSABLE PROPERTY - STREET AND UTILITY IMPROVEMENTS



ASSESSABLE PROPERTY - STREET IMPROVEMENTS ONLY



NUMBER OF STREET ASSESSMENTS (UNITS)



FOCUS ENGINEERING, inc.



PARKVIEW-CARDINAL NEIGHBORHOOD
STREET AND UTILITY IMPROVEMENTS
PROJECT NO. 2020.121
FEBRUARY, 2022

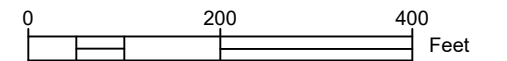
FIGURE NO. 9
ASSESSABLE PROPERTIES
CARDINAL RIDGE



LEGEND



ASSESSABLE PROPERTY - STREET AND UTILITY IMPROVEMENTS

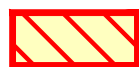




LEGEND



ASSESSABLE PROPERTY - STREET AND UTILITY IMPROVEMENTS



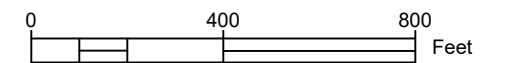
ASSESSED AS COMMERCIAL PROPERTY



ASSESSABLE PROPERTY - STREET IMPROVEMENTS ONLY



NUMBER OF STREET ASSESSMENTS (UNITS)



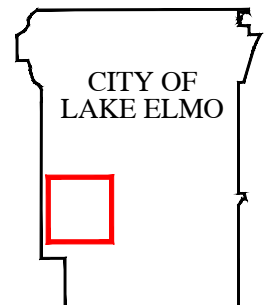
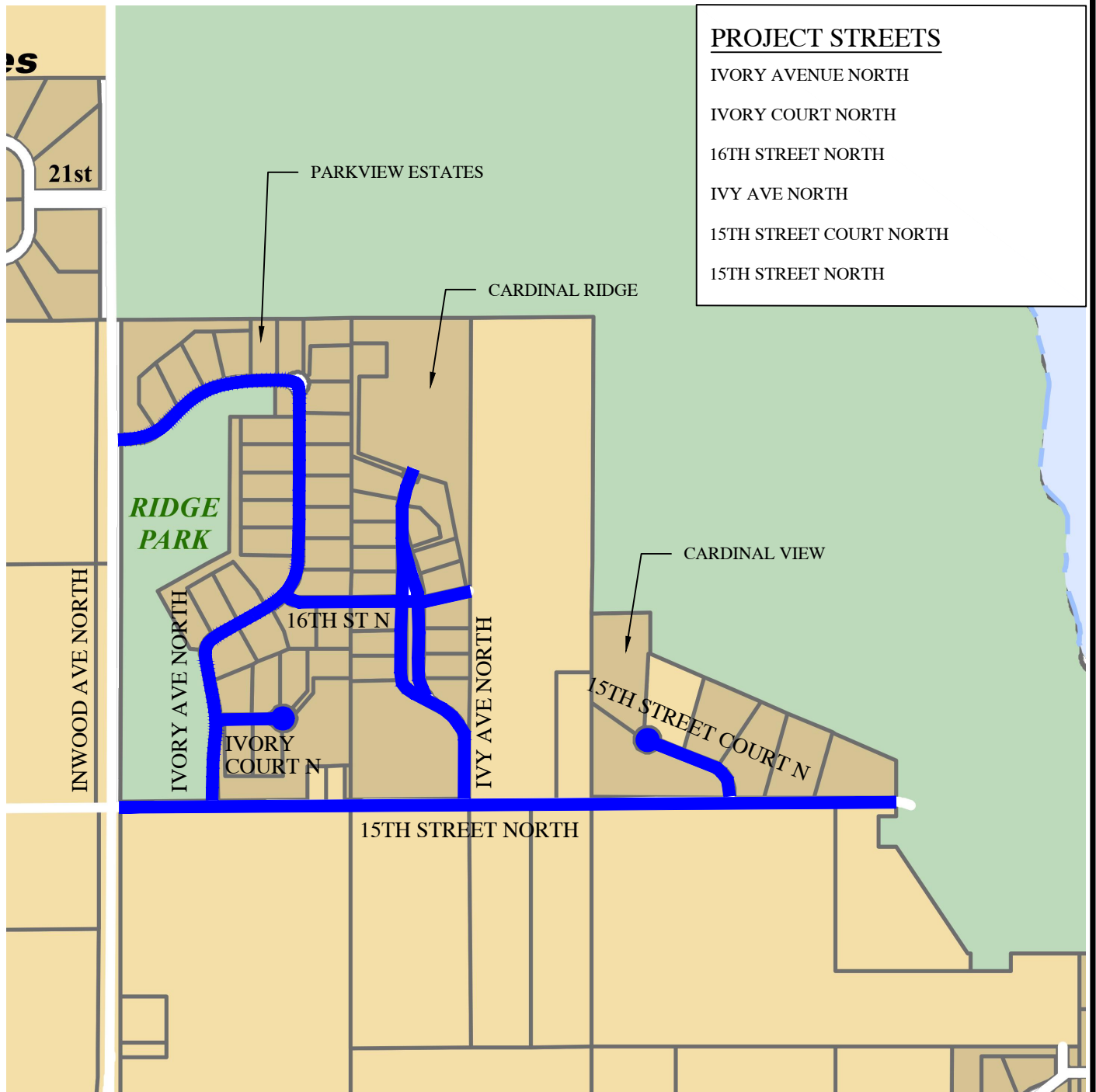
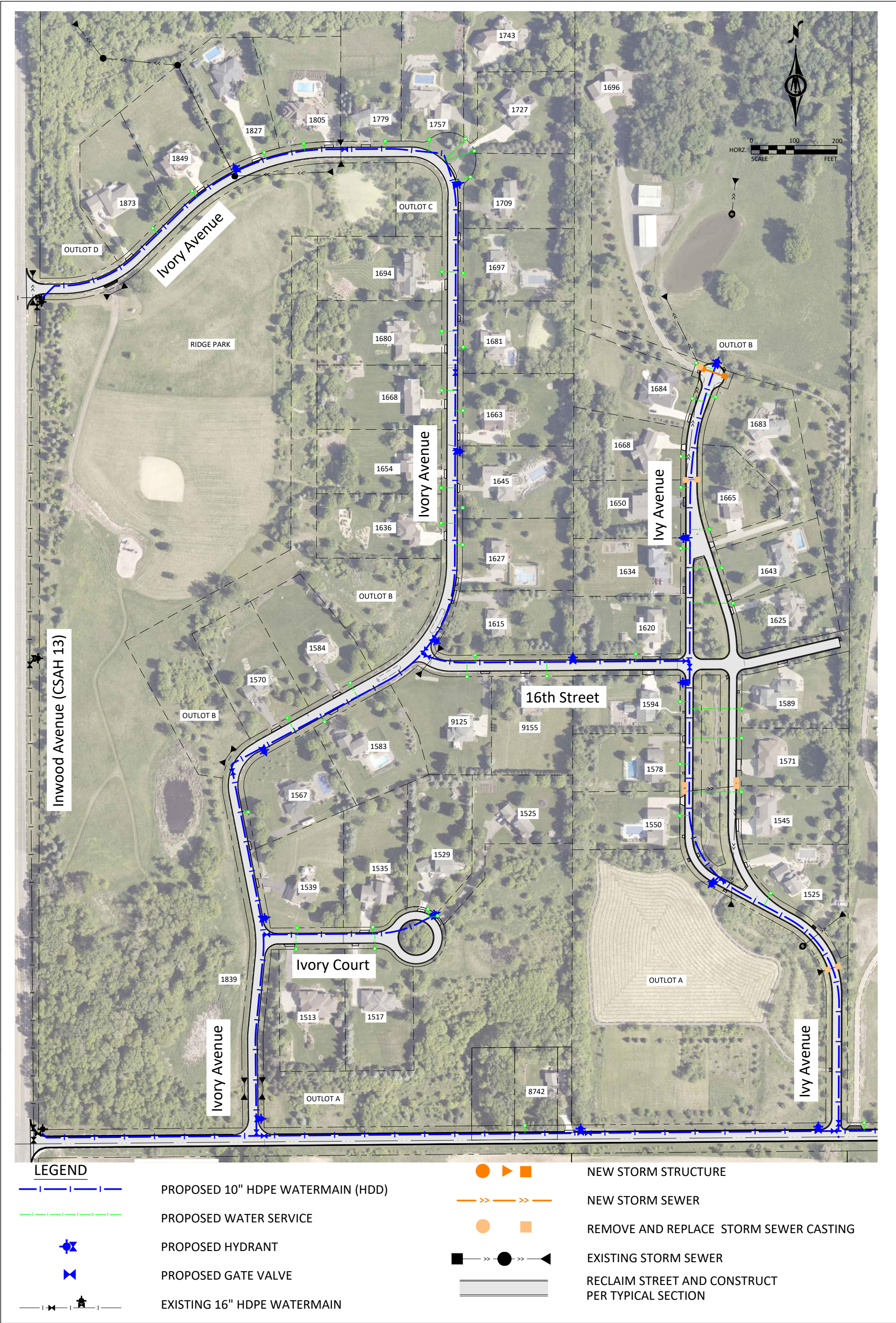


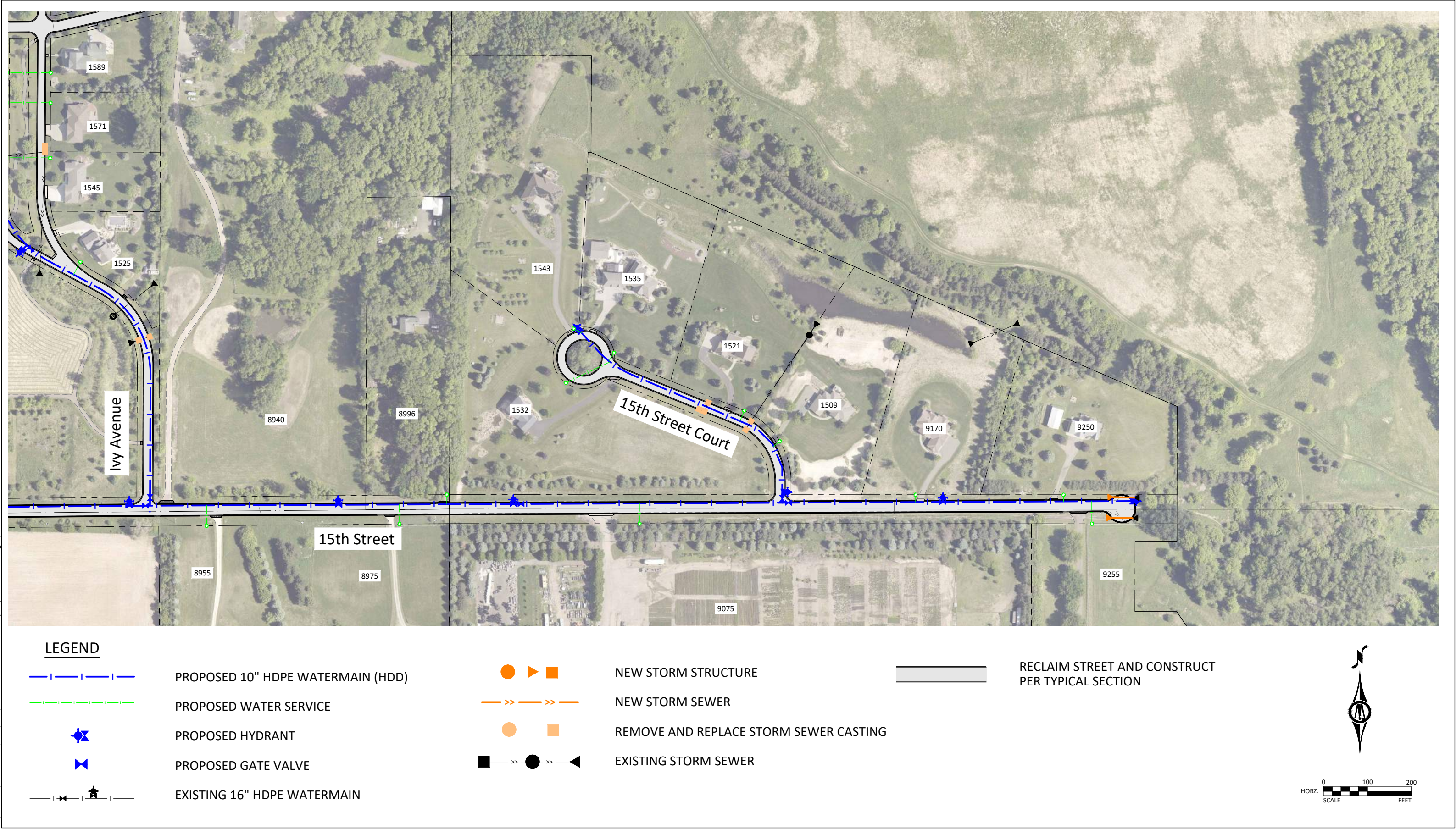
FIGURE NO. 1

LOCATION MAP

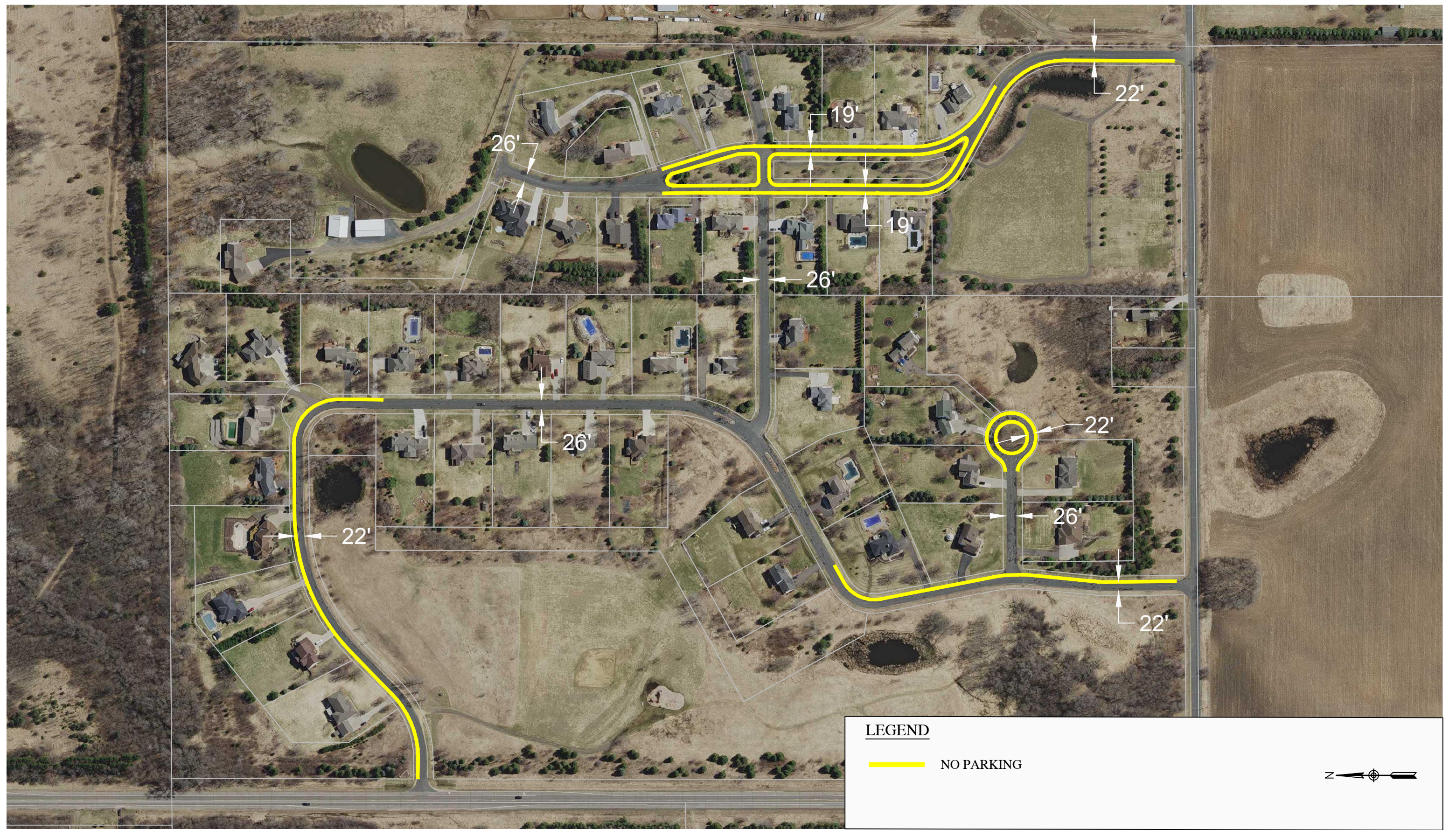
PROPOSED IMPROVEMENTS



PROPOSED IMPROVEMENTS



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PROJECT SCHEDULE CITY OF LAKE ELMO

PARKVIEW-CARDINAL NEIGHBORHOOD
STREET AND UTILITY IMPROVEMENTS
PROJECT NO. 2020.121

FOCUS ENGINEERING, inc.

Cara Geheren, P.E. 651.300.4261
Jack Griffin, P.E. 651.300.4264
Ryan Stempksi, P.E. 651.300.4267
Chad Isakson, P.E. 651.300.4283

APRIL 6, 2021	Council Approves MPCA Grant Agreement.
JULY 20, 2021	Council orders preparation of Feasibility Report and Design Phase Services.
FEBRUARY 15, 2022	Presentation of Feasibility Report. Council accepts Report and calls for Improvement Hearing. Council approves Plans and Specifications and orders Advertisement for Bids.
MARCH 15, 2022	Public Improvement Hearing. Council Orders the Improvement (4/5th Vote).
MARCH 16, 2022	Project Bid Date: Receive contractor bids.
APRIL 5, 2022	Council accepts Bids and awards Contract.
APRIL/MAY, 2022	Conduct Pre-Construction Meeting and issue Notice to Proceed. <ul style="list-style-type: none">OCTOBER 14, 2022 Substantial Completion.NOVEMBER 25, 2022 Final Completion.

**Final Assessment Hearing Schedule TBD (2023)*



STAFF REPORT

DATE: 3/15/22

TO: City Council
FROM: Corrin Bemis, Planning Consultant
Jane Kansier, AICP, Planning Consultant
ITEM: **CEF Lake Elmo Community Solar Garden – Conditional Use Permit**
REVIEWED BY: Molly Just, Planning Director

BACKGROUND

CEF Lake Elmo Community Solar has applied for a Conditional Use Permit for the construction and operation of a solar farm on the property located at 10755 50th Street N (PID#1102921110003). The proposed solar photovoltaic (“PV”) project has a maximum size of 1,000 kilowatts (“KW”) alternating current (“AC”). The Applicant has a Solar Energy Option Agreement to lease up to 10 acres with the Manzara family to enable construction and operations of the project.

On November 22, 2021, the Planning Commission held a public hearing on this request. The Planning Commission received the City Staff report, asked questions of City staff and the applicant’s representative and made a recommendation of approval with conditions to the City Council for the requested PUD. The Planning Commission requested that the applicant work to address some of the staff and neighbor concerns about setbacks, landscaping, buffering, and screening prior to City Council action on the application. The applicant has worked diligently to do so. Staff is confident that the site plan and landscape plan are in good shape for City Council action on this, the City’s first solar farm.

PROPOSAL DETAILS/ANALYSIS

Applicant: CEF Lake Elmo Community Solar, LLC
Property Owners: Anthony P. Manzara Rev Trust
Location: 10755 50th Street N
Request: Application for a Conditional Use Permit (CUP) to allow a solar farm
Site Area: 10.9 acres
Existing Land Use: Single family residential and agricultural
Existing Zoning: Rural Residential
Surrounding: North – 50th Street N and single family homes zoned RR
West – single family home zoned RR
South – single family home zoned RR
East – Lake Elmo Avenue and agricultural land zoned RR
Comprehensive Plan: Rural Area Development (RAD)

History: The existing single family home on this site was built in 1986. To the best of our knowledge, no other development applications have been filed for this property in the past.

Deadline for Action: Application Complete – 10/22/2021
 60 Day Deadline – 12/21/2021
 Extension Letter Mailed – 11/30/2022
 120 Day Deadline – 2/19/2022
 Extended Deadline (applicant signed waiver) – 3/31/2022

Regulations: 105.12.110 – Zoning Use Types and Classifications
 Article XI – Rural Districts
 105.12.480 – Landscaping Requirements
 105.12.560 – Standards for Alternative Energy
 105.04.220 – Solar Energy Systems
 105.12.1470 – Solar Farms

ISSUE BEFORE THE CITY COUNCIL

The City Council is being asked to review and consider the CUP request of the CEF Lake Elmo Community Solar Garden for the construction and operation of a solar farm on the property located at 10755 50th Street N.

PROJECT ANALYSIS

A solar farm is defined as a “commercial facility that converts sunlight into electricity, whether by photovoltaic (PV), concentrating solar thermal devices (CST), or other conversion technology, for the principal purpose of sales of generated electricity to off-site customers.” Solar farms are a conditional use in the RR district and thus require approval of a conditional use permit.

The proposed solar farm is a 1-megawatt photovoltaic (PV) facility which will utilize approximately 7 acres of the 10.9 acre site. The applicant proposes to install approximately 2,250 PV modules arranged in north-south rows spaced approximately 15 feet apart. The PV modules are glass with anti-reflective coating (not mirror design) and are 9 feet in height, as shown on the attached plans. The proposed facility includes inverters and switch gear located on the north side of the site on 7’ by 12’ concrete pads, and up to 3 new utility poles. The site will be secured by a 9’ galvanized wire mesh fence. The facility has an expected life of 25-30 years.

Access to this site is via a 16’ wide gravel drive off of 50th Street North. There is no permanent off-site parking located on the site.

During construction, there will be approximately 10-15 employees on site from 7:00 am to 7:00 pm. Construction is expected to take 4-6 months. Once the site is operational, the site will operate during daylight hours. It is expected one maintenance truck will visit the site 1-3 times per year.

Setback and Impervious Surface Requirements. The following table outlines how the proposed use and site plan adheres to the setback and impervious surface requirements of the RR zoning district. The proposed site plan is meeting all the required zoning code standards.

Rural Residential Zoning Standards		
Standard	Required	Proposed
Maximum Height	35 feet	9 feet
Maximum Impervious Coverage	--	--
Front Yard Setback – Building	30 feet	50 feet
Interior Side Yard Setback – Building	10 feet	50 feet
Interior Side Yard Setback – Building	10 feet	50 feet
Rear Yard Setback - Building	40 feet	50 feet

Standards for Solar Farms. The following outlines how the proposed development adheres to Section 105.12.560 (a), the City’s standards for solar farms.

1. *Conditional or Interim Use Permit.* Solar farms in the RR district require a conditional use permit. The applicant has submitted a complete application for consideration.
2. *Minimum Lot Size, Setbacks, and Screening Requirements.* Solar farms are limited to properties at least ten acres in size, must maintain a setback of at least 50 feet from adjacent properties and be screened and fenced as determined by the City from adjacent residential properties. The parcel on which the facility is located is 10.9 acres. The site plan shows the setbacks are at least 50’ from any property line. The site will also be fenced. A revised landscape plan meeting the requirements for landscape screening has been submitted. A condition of approval will require the landscaping be installed according to the approved plan.
3. *Stormwater and NPDES.* Solar farms are subject to the City’s and watershed district’s stormwater management and erosion and sediment control provisions and NPDES permit requirements. The applicant will be required, as a condition of approval, to submit all required stormwater and NPDES permits prior to approval of a building permit.
4. *Foundations.* A qualified engineer shall certify that the foundation and design of the solar panels, racking and support is within accepted professional standards, given local soil and climate conditions. The applicant is proposing this certification will be done within 60 days of construction.

Standards for Solar Energy Systems. There are specific use standards for solar energy systems listed in Section 105.04.220 of the Zoning Code. They include:

1. *Permits.* A building permit shall be obtained before the installation of solar arrays or panels on any property. All solar energy systems shall be installed and components labeled in accordance with the Minnesota State Electric Code Section 690. The applicant will be required to obtain these permits prior to construction.

2. *Rooftop or Building Integrated Solar Energy Systems.* This is not applicable to this application.
3. *Ground-Mount Solar Energy Systems.*
 - a. *Ground-mount energy systems must comply with all accessory setback, height and lot coverage restrictions unless otherwise stated herein or a variance is granted and shall not encroach on any City easement unless an easement encroachment agreement approved by the Planning Director or his/her designee after review and approval from the City Engineer or his/her designee has been executed. A certificate of zoning compliance is required for all solar energy systems unless a conditional use permit is required as stated herein.* The proposed site plan indicates the facility will meet all minimum setback requirements. The original site plan indicated 59' of right-of-way preservation along 50th Street N. A revised plan showing the required right-of-way preservation of 60 feet from the centerline has been submitted. All setbacks must be measured from the line of preservation.
 - b. *The collector surface of a ground-mount system and any foundation, compacted soil, or other component of the solar installation that rests on the ground is considered impervious surface. Vegetated ground under the collector surface can be used to mitigate stormwater runoff.* There is no maximum impervious surface requirement in the RR district.
4. *Interconnection Agreement.* Solar energy systems connected directly to the distribution or transmission system must obtain an interconnection agreement with the interconnecting electric utility. The applicant's narrative notes the applicant has submitted an interconnection application to Xcel Energy and is working through that process. The final agreement will be submitted prior to a building permit.
5. *Glare.* Glare produced from any solar energy system shall be minimized from affecting adjacent or nearby properties. The applicant is proposing to use panels with a non-reflective coating. In addition, landscape screening will be required along the perimeter of the site.
6. *Decommissioning.* A decommissioning plan shall be required to ensure that facilities are properly removed after their useful life. Decommissioning of solar panels must occur in the event they are not in use for 12 consecutive months. The plan shall include provisions for removal of all structures and foundations, restoration of soil and vegetation and a plan ensuring financial resources will be available to fully decommission the site. The applicant has submitted a decommissioning plan. As a condition of approval, the City will require the owner to remove all modules and equipment within 90 days after the site has been decommissioned. The City will also require a letter of credit equal to 110% of the cost of decommissioning. The potential salvage value shall not be subtracted from the cost of decommissioning. In this case, the applicant has estimated the cost of decommissioning at \$96,521. This will require an LOC in the amount of \$106,200.

Landscaping Requirements: Sections 105.12.480 (c) and (f) of the Zoning Code list specific landscaping requirements for this site.

- *Landscaping of Setback Areas.* A minimum of one tree for every 50' of street frontage is required. In addition, 5 trees per every acre of disturbed land are required. This requires a

minimum of 50 trees be planted on the site. In the updated landscaping plans submitted on March 8th (Attachment 4), the applicant proposes planting 39 trees on the site and preserving 11 existing trees. A 1:1 ratio was used to count 11 existing/significant trees towards the landscape requirements. No Ash trees were counted in this calculation. In their letter dated March 2, 2022, the city's landscape architect states that more information on tree type and condition would be needed before the city can determine whether the 11 existing trees may be counted towards the landscaping requirement. Although the Landscape Architect has not reviewed them, the most recent plans, submitted on March 8th, address all comments from the March 2nd memo. As a condition of approval, City Staff recommends that the City's Landscape Architect shall review and respond to the updated landscaping plans dated March 8, 2022 prior to issuance of the City permits.

- *Screening.* Screening is used to provide visual and noise separation of intensive uses from less intensive uses and shall consist of either a masonry wall or fence in combination with landscape material that forms a screen at least six (6) feet in height, and not less than ninety percent (90%) opaque on a year-round basis. The revised landscaping plan includes 2,612 linear feet of trees and shrubs. Screening is focused in areas and along property lines directly adjacent to residential uses.

REVIEW COMMENTS

Engineering Review. The City Engineer reviewed this request and prepared a review memorandum for the Commission and City Council's review, dated November 13, 2021. On January 18, 2022, the Applicant provided responses to the key issues outlined in the review:

- Right-of-way preservation: The minimum right-of-way preservation along 50th Street N is 60' from the centerline. All setbacks must be measured from the right-of-way preservation line.
 - *"A site plan and certified ALTA/NSPS Land Title Survey is provided as Appendix A. The survey shows the right-of-way preservations along 50th St N and Lake Elmo Avenue, as deeded. All proposed improvements meet the required 60-foot right-of-way preservations."*
- Site access: The site access on 50th Street N must be relocated as far west as possible to minimize future conflicts with the construction of future turn lanes. The recommended minimum distance is 350' from the intersection with Lake Elmo Avenue.
 - *"As discussed via email with Planning Director Molly Just on January 22, 2021, the Applicant requests a minor reduction in the minimum 350-foot distance from the site access to the intersection with Lake Elmo Ave. Based on the City Engineer's comments, we understand this measurement to be from "the west paved shoulder". From this point, mandating a minimum distance of 350 feet would require the access drive be built within the wetland buffer. Our conversations with Valley Branch Watershed District (VBWD) to date, indicate such impacts would not be approved, providing the Project with no viable access point. Per these review comments, we have redesigned our access point to provide approximately 313 feet from the west paved shoulder of Lake Elmo Ave N to the centerline of our proposed access. We*

strongly feel this is the maximum distance we can provide in order to have a viable access point. This proposal for revised access point is shown on the revised Site Plan provided as Appendix B (as well as on the certified ALTA/NSPS Land Title Survey provided as Appendix A). The proposed grading for the revised access driveway design is provide as Appendix C.”

- Driveway: Any portion of the proposed driveway located within the right-of-way must be paved.
 - *“All portions of the prosed access drive located within the public right of- way shall be paved. This change has been reflected in Appendix B.”*
- Site Plan Approval: Prior to the start of any construction, Civil Site Construction Plans must be prepared and submitted for City review and approval. The site plan must submit all of the required detail, including a wetland delineation and the wetland buffers. The site plan must also show the proposed power poles located at least 55’ from the centerline of 50th Street N.
 - *“Acknowledged. Civil Site Construction Plans meeting the requirements of this review comment will be submitted by the Applicant prior to the start of any construction and/or prior to the issuance of City Permits for the project.”*
- Stormwater Management: A stormwater management plan meeting all State, Watershed District and City rules is required and a permit must be obtained from the Valley Branch Watershed District.
 - *“Acknowledged. A Stormwater Management Plan meeting the City and VBWD rules, prepared and signed by a registered professional engineer in the State of Minnesota will be provided prior to issuance of City permits for the project as discussed with Planning Director Molly Just on January 22, 2021 via email.”*

On February 28, 2022, the City Engineer reviewed the updated plans dated February 22, 2022 and provided the following comments: *“The existing conditions information appears to be completed. No further engineering review can proceed until engineered documents and a stormwater management plan meeting VBWD requirements is submitted for review.”*

Fire Department Review. The Fire Department reviewed this request and provided the attached comments. Some key issues outlined in the review include:

- A clear, brush-free area of 10 feet (3048 mm) shall be required for ground-mounted photovoltaic arrays.
- The installation and use of gates shall be in compliance with the fire code. If a gate(s) is to be installed, provide more detailed information for review.
- A Fire Department lock box is required for emergency access to building at an approved location(s) and provide keys for emergency access into the property and any controls necessary for emergency use or shut down.
- Site address numbers shall be plainly visible from the street fronting the property and shall contrasting color from the background.

The applicant responded to these comments with an updated site plan on February 9, 2022. After reviewing the update plan, the Fire Department provided the following comments:

“This site will not require a fire department lock box but we will require the gate to be in compliance with the fire department’s Emergency Vehicle Access policy attached, specifically:

Section 7 – Gates

- a) “Gates” for the purposes of the policy includes chains, chain link, and swinging gates.*
- b) Gates. As set forth in Policy 2.02 “Key Boxes, Locks, and Gate Switches”, the City of Lake Elmo requires that any locked access gate be:*
 - ii) Be accessible by use of a KNOX key operated paddle lock, which can be locked in sequence to owner supplied locks for emergency access.*

This paddle lock would be purchased through KNOX as specified by the fire department.”

City Attorney Review. The City Attorney reviewed this request and provided the attached comments. Some key issues outlined in the review include:

- A condition that requires the owner of the property and/or the operator to remove the modules and equipment after a certain amount of time after the project is decommissioned (i.e. 90 days or something like that). In the event that it is not removed by that time, the City should be given permission to enter the property to remove it and recover its costs from the letter of credit. In the event that the letter of credit is insufficient to cover the City’s costs, the City should be able to certify the costs against the property and collect the costs with the property taxes.
- There should also be a condition that the letter of credit must be in good standing at all times, so in the event that it is not renewed or cancelled, the City may revoke the conditional use permit.

Landscaping Review. The City’s landscape architect reviewed this request and provided a memorandum dated November 12, 2022. At that time, the proposal did not meet the minimum landscape and screening requirements, and a revised landscaping plan meeting the minimum requirements was requested.

The applicant has worked diligently to design a landscape plan that would mitigate the impacts of the use and address buffering and screening concerns of the Planning Commission and neighbors.

On March 8, 2022, the applicant provided an updated landscaping plan that meets code and is responsive to the concerns about screening and buffering. As a condition of approval, City Staff recommends that the City’s Landscape Architect review and respond to the updated landscaping plans dated March 8, 2022.

PUBLIC COMMENT

A public hearing notice was published in the Stillwater Gazette on November 12, 2021. Mailed notices to owners of property within 350’ of the site were delivered to the Post Office prior to

November 12, 2021. Staff received one comment in response to the application that is included as an attachment.

A public hearing for the request was held at the November 22, 2021 Planning Commission Meeting. Six residents spoke at the public hearing. Two commenters spoke in support of the solar garden. One commenter spoke against the solar garden, citing concerns over sound and requesting a noise study be completed. Three commenters spoke against the solar garden, citing concerns about how the project would impact parcels under their ownership and requested that, if approved, the project be screened from view. The Planning Commission suggested that the applicant work to bring the landscape plan into compliance with City code and be utilized to address buffering and screening concerns.

RECOMMENDED FINDINGS

Conditional use means a land use or development as defined by ordinance that would not be appropriate generally but may be allowed with appropriate restrictions as provided by official controls only upon a finding that all of the following provisions are met. Staff recommends the following findings:

1. The proposed use will not be detrimental to or endanger the public health, safety, comfort, convenience or general welfare of the neighborhood or the city. ***The proposed use will not be detrimental or in any way endanger the public health, safety, comfort. Conditions intended to mitigate any potential impact have been included in the CUP, and include items such as screening, setbacks, and stormwater management.***
2. The use or development conforms to the City of Lake Elmo Comprehensive Plan. ***Chapter 3 of the Comprehensive Plan notes the City has incorporated standards into their zoning ordinances regarding siting of structures and buildings to support access to solar resources. Given the City's dominant residential landscape pattern, options for private property owners including individual homeowners and homeowners' associations to capitalize on solar energy are supported by the City's adopted ordinances and official controls.***
3. The use or development is compatible with the existing neighborhood. ***The proposed use is permitted in the Rural Residential District subject to a CUP. With conditions, the use is compatible with the existing neighborhood.***
4. The proposed use meets all specific development standards for such use listed in Article 7 of this Chapter. ***The proposed use will meet the specific development standards for a solar facility with specific conditions.***
5. If the proposed use is in a flood plain management or shoreland area, the proposed use meets all the specific standards for such use listed in Chapter 150, §150.250 through 150.257 (Shoreland Regulations) and Chapter 152 (Flood Plain Management). ***The property is located outside the 0.2% annual chance floodplain and shoreland area.***
6. The proposed use will be designed, constructed, operated and maintained so as to be compatible in appearance with the existing or intended character of the general vicinity and will not change the essential character of that area. ***The proposed use will be compatible in***

appearance with the existing and intended character of the general vicinity and will not change the essential character of the area.

7. The proposed use will not be hazardous or create a nuisance as defined under this Chapter to existing or future neighboring structures. ***The proposed use will not be hazardous or create a nuisance. To help ensure this, the staff is recommending conditions for screening and decommissioning.***
8. The proposed use will be served adequately by essential public facilities and services, including streets, police and fire protection, drainage structures, refuse disposal, water and sewer systems and schools or will be served adequately by such facilities and services provided by the persons or agencies responsible for the establishment of the proposed use. ***No wastewater or city water facilities are needed to serve this site. The site is otherwise adequately served by existing City services.***
9. The proposed use will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community. ***The proposed use will not create excessive additional requirements at public cost.***
10. The proposed use will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare or odors. ***The proposed use will generate few trips per year on the site.***
11. Vehicular approaches to the property, where present, will not create traffic congestion or interfere with traffic on surrounding public thoroughfares. ***The proposed use should not create traffic congestion or interfere with traffic on surrounding public streets.***
12. The proposed use will not result in the destruction, loss or damage of a natural or scenic feature of major importance. ***The proposed use will not impact a natural or scenic feature.***

RECOMMENDED CONDITIONS OF APPROVAL

If the City Council wishes to the CUP request, city staff recommends the following conditions of approval:

- 1) Prior to issuance of City permits for the project:
 - a) Stormwater Management: A stormwater management plan meeting all State, Watershed District and City rules is required and a permit must be obtained from the Valley Branch Watershed District. These required details must be included.
 - i. Soil borings will be required for infiltration basins.
 - ii. If adjacent properties are impacted by stormwater discharge, written permission from those property owners is required.
 - iii. The storm water facilities must remain privately owned and maintained.
 - iv. A Stormwater Maintenance and Easement Agreement in the City's standard form is required.
 - b) The applicant must provide to the City Engineer a statement from a qualified engineer

certifying the foundation and design of the solar panels, racking and support is within accepted professional standards, given local soil and climate conditions.

- c) The City's Landscape Architect shall review and response to the updated landscaping plans dated March 8, 2022.
- d) The applicant must provide an approved interconnection agreement with Xcel.
- e) The applicant must provide a letter of credit in the amount of \$120,652 for decommissioning the site. The letter of credit must be in good standing at all times and issued by a bank determined by the City to be solvent and creditworthy. The letter of credit shall be in a form approved by the City. In the event the letter of credit is not renewed or is cancelled, the City may revoke the conditional use permit.
- f) The applicant must obtain all other necessary City, State, and other governing body permits prior to the commencement of any construction activity on the parcel including but not limited to an approved stormwater management plan, utility plans, grading plan, and building permits.

2) General:

- a) Gate access to the site must be in compliance with the Lake Elmo Fire Department Emergency Vehicle Access Policy.
- b) The modules and equipment on the site must be removed within 90 days after the site is no longer operational or has not operated continuously for 12 months. In the event that it is not removed by that time, the City has permission to enter the property to remove it and recover its costs from the letter of credit. In the event that the letter of credit is insufficient to cover the City's costs, the City shall certify the costs against the property and collect the costs with the property taxes.

FISCAL IMPACT

There is no fiscal impact on the City as a result of this permit. The City is collecting a letter of credit to cover any potential removal costs.

OPTIONS:

The City Council may:

- Approve the Conditional Use Permit with recommended findings and conditions of approval.
- Approve the Conditional Use Permit with amended findings and conditions of approval.
- Deny the Conditional Use Permit, citing findings for denial.

RECOMMENDATION:

Staff recommends the City Council approve the CUP to allow a solar farm with the listed conditions.

Suggested motion:

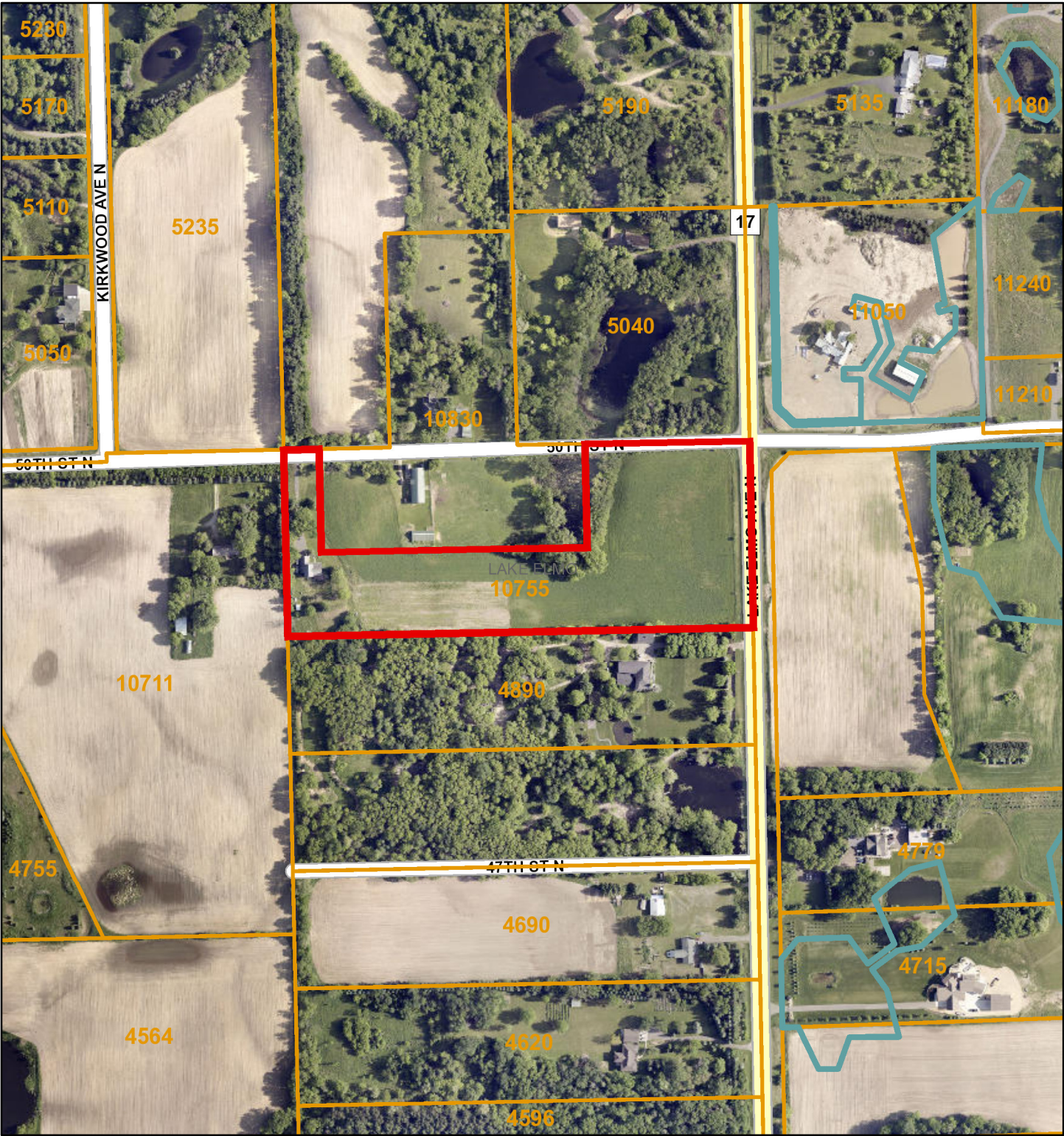
“Motion to adopt Resolution 2022-026, approving a Conditional Use Permit (CUP) as requested by CEF Lake Elmo Community Solar, LLC for the construction and operation of a solar farm on the property located at 10755 50th Street N with the listed conditions based on the findings listed in the staff report.”

ATTACHMENTS:

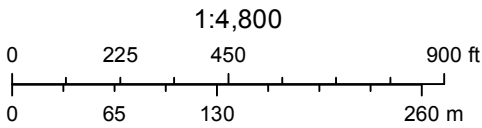
1. Location Map
2. Land Use Application
3. Applicant’s Narrative*
4. Site Plan (2/9/2022)
5. Structure Detail Sheet
6. Landscape Plan (3/8/2022)
7. City Engineer Review Comments (11/13/2021)
8. Fire Department Review Comments (11/12/2021)
9. City Attorney Review Comments (11/11/2021)
10. Landscape Architect Review Comments (11/12/2021)
11. Landscape Architect Review Comments (3/2/22)
12. Letter from Abutting Property Owner
13. Minutes from the November 22, 2021 Planning Commission Meeting
14. Resolution 2022-026 – Community Solar Garden CUP

*Due to the size of the full submittal, we have not included all of the appendices listed in the narrative. These are available upon request.

Location Map - 10755 50th St N



October 22, 2021



Date Received: _____
Received By: _____
Permit #: _____

THE CITY OF
LAKE ELMO

651-747-3900
3880 Laverne Avenue North
Lake Elmo, MN 55042

LAND USE APPLICATION

- ☐ Comprehensive Plan ☐ Zoning District Amend ☐ Zoning Text Amend ☐ Variance*(see below) ☐ Zoning Appeal
- ☒ Conditional Use Permit (C.U.P.) ☐ Flood Plain C.U.P. ☐ Interim Use Permit (I.U.P.) ☐ Excavating/Grading
- ☐ Lot Line Adjustment ☐ Minor Subdivision ☐ Residential Subdivision Sketch/Concept Plan
- ☐ PUD Concept Plan ☐ PUD Preliminary Plan ☐ PUD Final Plan ☐ Wireless Communications

Applicant: CEF Lake Elmo Community Solar, LLC

Address: 2003 Western Ave, Suite 225, Seattle WA, 98121

Phone # 206-900-9930

Email Address: kate@oneenergyrenewables.com

Property Owner: Anthony P Manzara Rev Trs

Address: 5050 Kirkwood Ave, Lake Elmo, MN 55042

Phone # 651-769-7001 ~~651-769-7001~~ 651-769-7001

Email Address: smanzara@msn.com

Property Address: 10755 50th St N, Lake Elmo, MN 55042

PID#: 1102921110003

Detailed Reason for Request: Seeking Conditional Use Permit for construction and operation of a Solar Farm at the property with the PID# 1102921110003, in accordance with City Code Section 154.308.A. The Solar Farm will participate in Xcel Energy's Solar*Rewards Community® program and will result in significant savings to Xcel Energy customers in the City, Washington County, adjacent counties over the project's 25-year life. The Applicant has a Solar Energy Option Agreement for up to 10 acres with the Anthony P Manzara Revocable Trust on this property to enable construction and operations of the solar project.

***Variance Requests:** As outlined in Section 301.060 C. of the Lake Elmo Municipal Code, the applicant must demonstrate practical difficulties before a variance can be granted. The practical difficulties related to this application are as follows:

No variances are requested as part of this application.

In signing this application, I hereby acknowledge that I have read and fully understand the applicable provisions of the Zoning ordinance and current administrative procedures. I further acknowledge the fee explanation as outlined in the application procedures and hereby agree to pay all statements received from the City pertaining to additional application expense.

Signature of applicant: Katey Lash

Date: 9/1/2021

Signature of property owner: AP

Date: 9-1-2021

CONDITIONAL USE PROCEDURE ¹FOR THE CITY OF LAKE ELMO

The Lake Elmo City Code was established to protect current and future residents from the negative impacts of improper development and to ensure a positive future for the city. A conditional use permit is the mechanism that allows the city to examine proposed uses to ensure they are compatible with the proposed site and surrounding properties. It is important to understand that a proposed use may be acceptable in some locations but unacceptable in others. All applications are viewed on a case-by-case basis.

In order to successfully receive a conditional use permit, there are a number of steps that must be followed:

1. Contact city staff to discuss your proposed conditional use and obtain a land use application from City Hall.
2. Put together an informational packet (described herein) that outlines your request and outlines all reasons as to why the conditional use permit should be granted.
3. Submit your completed packet to staff by the applicable due date for review. Staff will examine your submittal to determine if the application is complete, and contact you if additional information is required or was omitted. It is to your advantage to submit materials as early as possible so staff can assist you in meeting all requirements. Applications found to be incomplete as of the due date (see submission deadlines on website) will likely not be reviewed until the following month².
4. Staff will address completed applications by requesting comments from partnering agencies, scheduling meetings, writing reports, and notifying a public hearing. Staff will always strive to place your application before the planning commission as early as possible, but not until all background work is completed.
5. The Planning Commission will review the request at one of their meetings (held on the 2nd and 4th Monday of every month³) and forward a recommendation onto City Council (1st and 3rd Tuesday of every month³). Applicants are advised to attend both the Commission meeting and the Council meeting and be open to questions that might be posed regarding the request.
6. The City Council will consider the request and either grant or deny the conditional use permit.

Above all else, it is imperative that you begin your preparations as early as possible to insure your application is complete at least one month prior to the desired date for planning commission review. State mandated requirements for public hearing notifications do not allow the City to accelerate the review process which typically takes 1.5 months from the date of application (longer if the item is complex or is tabled during the review process).

¹ The information provided in this document is intended to be a correct statement of the law as set forth in the Lake Elmo City Code and the laws of the State of Minnesota. However, the applicant should refer to the actual sources and consult with their own legal advisor regarding applicability to their application. In providing this information, the City makes no representations nor provides any legal advice or opinion.

² Minnesota State Statute 15.99 requires local governments to review an application within 15 business days of its submission to determine if an application is complete and/or if additional information is needed to adequately review the subject request.

³ Please note that meeting dates are subject to change due to holidays, lack of quorum, etc. Please contact City Hall to confirm all dates and times.

Conditional use permits can be requested for many different uses in all areas of the City which makes it very difficult to generate at handout that is applicable in all situations. It is strongly recommended that an applicant meet with staff prior to putting an application together to identify components listed herein that may be exempted, and to identify additional information that may be needed in order to deem your application complete.

At a minimum, the following materials must be submitted to the City before the City deems an application complete:

Sub: Req: Item:

- | | | | |
|--------------------------|--------------------------|----|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. | A completed land use application form signed by all property owners along with payment of the proper filing fee. |
| <input type="checkbox"/> | | 2. | Written statements providing information regarding your proposal. <u>Please provide a separate answer for each of the lettered items listed below</u> (answers must be submitted in both hard copy and electronic form--.txt files or MS Word format): |
- a. A listing of contact information including name(s), address(es) and phone number(s) of: the owner of record, authorized agents or representatives, engineer, surveyor, and any other relevant associates;
 - b. A listing of the following site data: Address, current zoning, parcel size in acres and square feet, property identification number(s) (PID), and current legal description(s);
 - c. A narrative regarding the history of the property (current and past uses) and any pre-application discussions with staff.
 - d. A specific written description of the proposed use(s).
 - i. Incorporate information describing how the use will work on the proposed site including proposed site changes, existing open spaces, landscaping, traffic circulation, transition areas to adjacent properties, individual uses for existing and proposed structures, and effects on natural areas (wetlands, forests, etc.) both on-site and in the general vicinity of the project.
 - ii. Provide specific details about the use including the number of employees, hours of operation, maximum number of animals (if applicable), proposed development schedule, etc.
 - e. Provide justification that the proposed use meets the following findings:
 - i. The proposed use will not be detrimental to or endanger the public health, safety, comfort, convenience or general welfare of the neighborhood or City.
 - ii. The use or development conforms to the City of Lake Elmo Comprehensive Plan.
 - iii. The use or development is compatible with the existing neighborhood.

- iv. The proposed use meets all specific development standards for such use listed in Article 7 of the Zoning Code.
- v. If the proposed use is in a flood plain management or shoreland area, the proposed use meets all the specific standards for such use.
- vi. The proposed use will be designed, constructed, operated and maintained so as to be compatible in appearance with the existing or intended character of the general vicinity and will not change the essential character of that area.
- vii. The proposed use will not be hazardous or create a nuisance as defined in the zoning code to existing or future neighboring structures.
- viii. The proposed use will be served adequately by essential public facilities and services, including streets, police and fire protection, drainage structures, refuse disposal, water and sewer systems and schools or will be served adequately by such facilities and services provided by the persons or agencies responsible for the establishment of the proposed use.
- ix. The proposed use will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community.
- x. The proposed use will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare or odors.
- xi. Vehicular approaches to the property, where present, will not create traffic congestion or interfere with traffic on surrounding public thoroughfares.
- xii. The proposed use will not result in the destruction, loss or damage of a natural or scenic feature of major importance.

Sub: Req: Item:

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Verification of ownership (a copy of a current title report, purchase agreement, etc.) |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Address labels: A certified list of property owners located within three hundred fifty (350') feet of the subject property obtained from and certified by a licensed abstractor or through Washington County (see attached form). |

- ☐ ☐ 5. **Ten (10) copies of a certified survey** or to-scale site plan depicting the lot upon which a conditional use permit is requested. The large number of copies is necessary given the number of people who receive the planning commission and city council packets. The survey/site plan shall be at a readable and measurable engineering scale, be composed of one or more sheets not smaller⁴ than 11x17, be pre-folded for distribution, and include the following information⁵:
- ☐ Location, Floor Area, and Building Envelope of Existing & Proposed Structures
 - ☐ Lot Lines
 - ☐ Parcel Size in Acres & Square Feet
 - ☐ Building Setbacks (Front/Rear/Side/Lake): closest point of building to each property line - **Not applicable to solar use**
 - ☐ Actual elevations for Garage Floor, Basement Floor, Foundation Top, & Building Height - **not applicable to solar use**
 - ☐ Lowest Floor Elevation if any part of property is in flood plain - **not located in flood plain**
 - ☐ All Water Features: Floodplain, Floodway Delineations, Ordinary High Water Mark Elevations, Wetlands, Watercourses, Reservoirs, Ponds, & Other Bodies of Water
 - ☐ **Existing** topographic character of land showing contours at 2' intervals
 - ☐ **Proposed** topographic character at 2' intervals
 - ☐ Flow arrows indicating direction of drainage - **See Stormwater Management Plan (Appendix G)**
 - ☐ General location of wooded or heavily vegetated areas - **see Landscape Plan (Appendix D)**
 - ☐ All Adjacent Structures Within 100 Feet of Property
 - ☐ All Easements (Road, Utility, Drainage, etc.)
 - ☐ Public Right-of-Way Name (street name)
 - ☐ Proposed driveway location and proposed driveway grades
 - ☐ Wells & Neighboring Wells if New Drainfield is Installed
 - ☐ Septic System & Drainfield, or Sanitary Sewer Connection - **not applicable**
 - ☐ Percolation Test & Soil Boring Holes (if applicable) - **not applicable**
 - ☐ Hardcover Calculations--% and square footage of:

⁴ If your survey must be larger than 11x17 to be fully legible and to scale, we ask that five (5) copies be in the large format, with the remainder reduced to 11x17.

⁵ Please consult with staff on exactly what to include on your survey. Every application is unique and may require more or less information than what is listed in this handout. Staff reserves the right to require additional information.

- Building coverage
- Driveway and parking
- Public street right-of-way
- Open space and/or landscaped area
- ☐ Proposed Treatment of the Perimeter, including Screens, Fences, Walls, & Landscaping - **see Landscape Plan (Appendix D)**
- ☐ Location of adjacent Municipal boundaries
- ☐ Top and toe of bluffs (if applicable) - **not applicable**
- ☐ Location, dimensions, and number of off-street parking spaces (including guest, handicapped, bicycle, and motorcycle spaces) - **not applicable**
- ☐ Location of existing and proposed pedestrian sidewalks. Identify possible vehicular conflicts and indicate the proposed treatment of such - **not applicable**
- ☐ Administrative Information:
 - Scale & North Point
 - Signature of Surveyor
 - Date of Preparation
 - PID Number
 - Site Address
 - Legal Description
 - Subdivision Name (if applicable)
 - Zoning Classification
 - Parcel Size in Acres & Square Feet
- ☐ Other: _____

Sub: Req: Item:

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <p>6. Landscape Plan: Ten copies of a Landscape Plan depicting the property in question. Each document shall be at a consistent, readable, and measurable engineering scale, be composed of sheet(s) not smaller⁶ than 11x17, and be pre-folded for distribution. Staff will assist you in determining what is required. The landscape plan will not be considered complete unless all required elements are included.</p> <p><input type="checkbox"/> Extent and location of all plant materials and landscape features. Please include a plant material schedule with common and botanical names, symbols, sizes, quantities, and total percentage of each species.</p> <p><input type="checkbox"/> Flower and shrub beds shall be clearly shown and drawn to scaled dimensions. Actual plant quantities must be shown with landscape edge and mulch material identified.</p> |
|--------------------------|--------------------------|---|

⁶ If your survey or sketch plan must be larger than 11x17 to be fully legible, we ask that that ten (10) copies of the plan be in the large format, and an additional twenty (20) be reduced to 11x17.

- ☐ Existing trees must be accurately identified as to location, species, size, and condition; and labeled with intent to remove, protect, or transplant. Transplanted tree locations shall be identified.
- ☐ Tree protection specifications as defined in Section 23 of Lake Elmo Code shall be included on all landscape plans in written and graphic form.
- ☐ Proposed treatment of all ground surfaces must be clearly indicated (paving, turf, mulch grading, etc). Grass surfaces must be identified as sod or seed with the blend or mix specified.
- ☐ Show specific horticultural notes and details insuring the quality, survival, and establishment of plant materials.
- ☐ Proposed contours if making changes to existing grading.
- ☐ Retaining walls that are used to provide breaks in slopes, protect trees, or accomplish other landscape objectives.
- ☐ Any plans to restore, revegetate, or enhance an affected natural area or natural area buffer zone.
- ☐ Mitigation plans for any proposed natural area disturbance.
- ☐ Other requirements set forth by the City Engineer

Sub: **Req:** **Item:**

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <p>7. Architectural Plans: Ten copies⁶ of architectural plans for all buildings sufficient to convey the basic architectural intent of the proposed improvements. The plans shall be pre-folded for distribution, and include the following information (please consult with staff to determine if any of these informational requirements can be waived): - not applicable</p> |
| <input type="checkbox"/> | | <p>Architectural elevations (to a verifiable scale) as they will appear after construction.</p> |
| <input type="checkbox"/> | | <p>Maximum building height/elevation of all structures.</p> |
| <input type="checkbox"/> | | <p>Indication of all typical building dimensions (including doors, windows, eaves, rooflines, pitch, et cetera) on all building elevations.</p> |
| <input type="checkbox"/> | | <p>Specifications as to type, color, and texture of exterior surfaces of proposed structures (include color chips and exterior building materials list).</p> |

- ☐ A detailed lighting plan insuring that all lighting apparatuses are down shielded as to ensure such do not shine or create glare on abutting properties and surrounding areas (include a specification sheet for all wall fixtures and site plan fixtures).
- ☐ Photo metric plan(s) for the site.
- ☐ Location of utility meters, HVAC equipment, vaults, irrigation boxes, transformers, and other utility service functions (such as conduits, and vents). Show how this equipment will be screened so that the visual and acoustic impacts of these functions are fully contained and out of view of the adjacent properties and public streets.

Sub: Req: Item:

- ☐ ☐ **8. Utilities & Services Plan:** A plan set detailing the existing and proposed utility systems including sanitary sewers, storm sewers, water, electric, gas lines, telephone lines, fire hydrants, and trash collection areas. - Included w. Site Plan
- ☐ ☐ **9. Electronic file(s) of plan sets.** Staff can generally work with most file formats (we would prefer .jpg or .pdf files).
- ☐ ☐ **10. Any other information** required by city staff, commissioners, or council members necessary to provide a complete review of the conditional use request. Information deemed critical to the review process not listed in this handout may be requested⁷. Staff will list other requirements below: - none requested as of application date

The City may require (or the applicant may choose to submit) evidence that is beyond what is required in any section outlined in this handout. Please be advised that the City reserves the right to impose conditions on an approved conditional use if necessary to avoid a detrimental impact on surrounding properties or the City as a whole.

If you have any questions regarding these requirements, please call City Hall at (651) 747-3900.
Thank You!

⁷ Number of copies, size, and other such administrative details may also be imposed when requiring additional information.



LAKE ELMO SOLAR ENERGY APPLICATION

This form is meant to be an addendum to a building permit, interim use permit, conditional use permit, or certificate of zoning compliance application. Please attach to the applicable form to ensure all submittal requirements are met. The following outlines what type of permit is required for each type of solar energy system:

SOLAR ENERGY PROJECT INFORMATION

1. System Manufacturer: _____

2. Type of Solar Energy System (Please attach this form to the appropriate application as indicated below):

	Type of Solar Energy System	Required Permit
<input type="checkbox"/>	Rooftop or Building-Mount	Building Permit
<input type="checkbox"/>	Ground-Mount (Accessory Use, Non-Solar Farm)	Certificate of Zoning Compliance
<input type="checkbox"/>	Solar Farm in RR or A District	Conditional Use Permit
<input type="checkbox"/>	Solar Farm in RT District	Interim Use Permit

3. Is the system of mirror reflecting design: Yes ☐ No ☐

4. Please explain how glare will be minimized from affecting adjacent property owners (selective placement, screening, modifying orientation, etc.)

Attachments to include:

- ☐ NPDES permit and/or stormwater management, erosion, and sediment control plan per City and watershed district requirements (only applicable for solar farms).
NPDES permit to be obtained prior to building permit. Stormwater and ESC plans included.
- ☐ Interconnection Agreement between the applicant and servicing electrical utility if connected directly to the distribution or transmission system (if applicable).
Interconnection Agreement to be provided prior to building permit. Interconnection status included.
- ☐ Site plan/survey showing proposed setback of the system from all property lines, easements, lot size, impervious surface (if ground-mount solar energy system), and structures.
- ☐ Decommissioning plan including provisions for removal of all structures and foundations, restoration of soil and vegetation, and plan ensuring financial resources will be available to fully decommission the site (may be waived for certain types of solar energy systems).
Plan included. Decommissioning financial surety to be provided prior to building permit.
- ☐ A statement from an engineer certifying that the foundation and design of the solar panels, racking and support is within accepted professional standards, given local soil and climate conditions (only applicable for solar farms). To be provided prior to building permit.
- ☐ Approval from the Minnesota Pollution Control Agency (MNPCA) (if applicable)
To be provided prior to building permit. Stormwater management plan included is MNPCA compliant.
- ☐ System design

- ☐ Graphics showing how the system will appear

Comments (As needed for any clarification or explanation):

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CONDITIONAL USE PERMIT APPLICATION FOR
CEF LAKE ELMO COMMUNITY SOLAR

1 MW GROUND-MOUNTED COMMUNITY SOLAR
GARDEN PROJECT
LAKE ELMO, MINNESOTA

SUBMITTED BY:
CEF Lake Elmo Community Solar, LLC

CONTACT:

Kate Larkin, Associate Director of Development
kate@oneenergyrenewables.com
206-900-9930

September 8, 2021

City of Lake Elmo Planning Commission, City Council, and City Staff
3800 Laverne Ave N
Lake Elmo, MN 55042

RE: Conditional Use Permit Application to Develop One-Megawatt Solar Project

Dear Members of the Planning Commission, City Council, and Staff:

CEF Lake Elmo Community Solar, LLC - a wholly-owned subsidiary of OneEnergy Development, LLC - is excited to present the following application to the City of Lake Elmo Planning Commission and Council for a one-megawatt (MW) solar project located in Lake Elmo, Minnesota.

OneEnergy Development developed a series of ten (10) projects in 2019 for municipal utilities located throughout the region, which totaled 23MW and included the 2MW St Charles Project and the 600kW Lanesboro Project. OneEnergy also developed and built two (2) one-megawatt community solar projects for Xcel Energy in central and northern Wisconsin, all of which has given us strong insights into how to efficiently develop, engineer, and construct solar projects in the Upper Midwest.

We believe that we have addressed and/or exceeded the conditions listed in the City of Lake Elmo Code and the Conditional Use Permit Application for solar farms. OneEnergy has worked with Xcel Energy to identify a location with a strong interconnection position relative to their distribution infrastructure and have secured a position in Xcel's Solar*Rewards Community® program that will result in significant savings to Xcel Energy customers in the City, Washington County, and adjacent counties over the project's 25-year life. OneEnergy has also signed a Solar Energy Option Agreement for up to 10 acres with the Manzara family to enable construction and operations of the project.

OneEnergy builds all of our projects with an eye towards integrating well to rural and agricultural settings, using deer exclusion, ag-style fencing and seeding perennial, pollinator friendly cover crops beneath and around the array. Once in operation, the project will not emit discernable noise beyond the perimeter fence and maintenance personnel will be on site an average of once monthly for vegetation and equipment monitoring and maintenance.

OneEnergy is dedicated to preserving its reputation as a good solar neighbor. We look forward to working with City Staff, the Planning Commission and the City Council as you review our CEF Lake Elmo Community Solar project for a Conditional Use Permit.

Sincerely,



Katelyn Larkin
Associate Director of Development

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INTRODUCTION

The CEF Lake Elmo Community Solar Project (the “Project”) is a proposed solar photovoltaic (“PV”) project with a maximum size of 1,000 kilowatts (“KW”) alternating current (“AC”) and is owned by CEF Lake Elmo Community Solar, LLC (“Applicant”), a wholly-owned subsidiary of OneEnergy Development, LLC. The Project is proposed to be located at 10755 50th St N, Lake Elmo, MN 55042. The Applicant has a Solar Energy Option Agreement to lease up to 10 acres with the Manzara family to enable construction and operations of the project. The Project’s proposed area of development (“Site”) will occupy up to approximately seven (7) acres as shown in Figure 1 below.

AT A GLANCE: CEF LAKE ELMO COMMUNITY SOLAR

PROJECT AREA	7 acres
SITE CONTROL	3 year option for a 26-year lease with 10-year extension option
SYSTEM SIZE	1 MW-AC/1,000 KW-AC
SYSTEM TYPE	Single-axis tracking Solar Photovoltaic
PROJECTED OUTPUT	~2,300 MWh / Year
ESTIMATED ONLINE DATE	2022



Figure 1. Project Area

The Project will provide low-cost renewable electricity to Xcel customers in the City of Lake Elmo, Washington County, and immediately adjacent counties via Xcel Energy’s Solar*Rewards Community® program, and will connect directly to the distribution system of Xcel Energy. The project was designed so that the vast majority of the electricity produced would be used within the community. It is estimated the project will produce enough energy to meet the energy needs of over two-hundred (200) average Minnesota households annually.

PARCEL ATTRIBUTES

ZONING AND LEGAL DESCRIPTION

The Project will be sited within the Rural Residential (“RR”) District as defined under the City of Lake Elmo’s Zoning Code (“Code”). The Project is allowed in the RR zone subject to a Conditional Use Permit (“CUP”).

The Project will be located on the property with the tax parcel number: 11.029.21.11.0003 totaling 10.9 acres (the “Property”). The Property is in the City of Lake Elmo, Minnesota and bordered by 50th St N to the north, Lake Elmo Ave N (county road) to the east, and private property to the south and west. Coordinates for the approximate center of the Project are 45.020488° north latitude and -92.884442° west longitude.

AT A GLANCE: PARCEL ATTRIBUTES

OWNER OF RECORD:	Anthony P Manzara Rev Trs 5050 Kirkwood Ave Lake Elmo, MN 55042 651-679-7001
PROJECT OWNER:	CEF Lake Elmo Community Solar, LLC 2003 Western Ave, Suite 225, Seattle, WA 98121 Kate Larkin, Associate Director 206-900-9930
ADDRESS	10755 50th St N, Lake Elmo, MN 55042
CURRENT ZONING	Rural Residential
PARCEL SIZE	10.9 acres/ 474,618 SF
PID	1102921110003

The Property is privately-owned by the Anthony P Manzara Revocable Trust. A current title report demonstrating the land ownership is included as Appendix A. The legal description of the Property is as follows:

That part of the East Half of the Northeast Quarter of Section 11, Township 29 North, Range 21 West, Washington County, Minnesota, lying North of the South 2105.5 feet (as

measured along the East line) thereof. Excepting therefrom the North 290.4 feet of the East 750 feet of the West 850 feet of said East Half of the Northeast Quarter, according to the United States Government Survey thereof and situate in Washington County, Minnesota.

The Applicant has an Option to Lease the Property, which is provided in redacted form at Appendix A.

LAND USE AND CHARACTERISTICS

The Property has historically been used for agricultural purposes. A single family detached home was build on the western portion of the property in 1986. Currently the property continues to be used primarily for cultivated agriculture and as a residence. Site elevations range from approximately 930 to 950 feet above mean sea level. Photos of the current site conditions are included as Appendix A.

NEARBY LAND USE

Nearby properties are zoned RR and are primarily of residential and agricultural use. However, the Halcyon Cemetery is also located adjacent to the Project.

PROJECT DESCRIPTION

This Application is for a Conditional Use Permit to construct a 1 megawatt solar PV project on approximately 7 acres of land. The Project will be constructed on land currently used for agriculture. No wetlands, forests, or biologically sensitive areas will be impacted by the Project. The Project will not produce any adverse impacts on surrounding properties, as it has been designed to avoid percebtale glare and noise, will not generate traffic or emmissions once built. Additionally, the Project will not place any new burdons on City infrastructure, as no new water or sewer utilities are required. Conversely, the Project will support healthier air and soils through local renewable energy generation and use of pollinator habitat in site stabilization.

The Project is expected to start construction and be completed in 2022. The Project will be constructed in compliance with any applicable local, state, and federal regulatory standards, including – but not limited to - the State of Minnesota’s Uniform Building Code and the National Electric Code. A Site Plan is included as Appendix C and further details on the project and it’s components are provided below.

PV MODULES

The Applicant proposes to install approximately 2,250 PV modules (final module count to be confirmed prior to building permit issuance and start of construction) to convert sunlight to electricity for local use. The PV modules installed will be consistent with the type, make, and size of PV module used in residential rooftop solar installations and will consist of individual solar cells encased in steel and glass with an anti-reflective coating as shown in Figure 2. The modules will be arranged in rows and the rows will be spaced apart approximately 15 feet to prevent inter-row shading and to allow for stormwater infiltration and maintenance equipment access.



Figure 2. Mounted PV Modules

RACKING

The PV modules will be mounted on single-axis trackers supported on stationary piles as shown in Figure 2 above. Each row of solar panels will be strung together in a north-south orientation and the panels will tilt on a single-axis (facing east in the morning and tilting toward the west, following the sun, through the course of each day to maximize energy output). The top of the panels will stand no higher than 14 feet.

The racking system and panels are supported by steel piles driven to a depth of 5 to 9 feet below grade, as shown in Figure 3. No footings are required for the driven piles. Within 60 days of completion of construction, a professional engineer licensed in the state of Minnesota will certify in writing that the Project's foundation and design of the solar energy system is suitable per the City's Standards for Alternative Energy (codified at Section 154.308.A.4).



Figure 3. Steel pile installation

INVERTERS AND SWITCHGEAR

The solar facility will include inverters to convert the variable direct current (DC) output of the solar panels into the alternating current (AC) power that utilities use to deliver power. Each of the inverters will be housed within a single purpose-built steel housing to be placed on top of a concrete slab. Switchgear will be installed for safety and maintenance to electrically control, protect, and isolate sections of the solar array. The switchgear will also be constructed on a concrete slab. While the exact size of these pads will be determined by final equipment selection and utility requirements, the current design calls for ~7' x ~12' concrete pads.



Figure 4. On-site electrical infrastructure

ELECTRICAL COLLECTION SYSTEMS

All the wiring for the solar panels and the low-voltage runs to the inverter/switchgear station will be either underground or in a conduit mounted to the support structure of the array. From the inverters and switchgear, an underground medium voltage electric line will be constructed to Xcel's electrical interconnection infrastructure.

ELECTRICAL INTERCONNECTION INFRASTRUCTURE

The Project will connect to the existing Xcel Energy distribution line and right-of-way located on-site. The Project proposes a line tap of the above ground distribution line located at approximately 45.021274° north latitude and -92.884682° west longitude located south of 50th St. N. As shown in the Site Plan provided at Appendix C, the Applicant anticipates Xcel Energy will require up to three new aboveground poles for their electrical equipment to support the interconnection. The access road will be co-located with the point of interconnection to allow Xcel Energy access for maintenance.

No other additional utilities or public services, such as septic system or public water service, are required or proposed. The location of existing public utilities are noted on the Site Plan in Appendix C.

SECURITY FENCING

Security fencing will be installed and located as shown on the Site Plan to encompass all solar

panels, the inverter and switchgear pads, and the temporary staging area, along with portions of the access road and underground medium voltage electrical line.

ACCESS ROAD

One (16) foot gravel service road will be constructed using appropriate gravel and asphalt material to allow for vehicular access to the solar facility.

PARKING

No permanent parking spaces are proposed, however, temporary parking during construction will occur on-site only.

GROUND DISTURBANCE

There will be minor ground disturbance across the Site to drive the support piles and to bury the necessary electrical wiring. Power and communication lines running between banks of solar energy panels and the Project's interconnection to the distribution system shall be buried underground to the greatest extent possible, as shown on the Site Plan. Best efforts will be taken to minimize the earthwork required for the construction of the concrete pads for the inverters and switchgear. As shown on the Site Plan, the Project area includes room for a temporary staging area at the end of the Project's access road. All appropriate measures will be taken during construction and operation to install and maintain necessary stormwater and sediment erosion control measures, as discussed in greater detail below.

SETBACKS

The Project meets or exceeds the Code's setback requirement of at least 50 feet from adjacent properties (Section 154.308.A.2) and the RR zones bulk requirements (Section 154.402). The Project further observes the 60-foot right-of-ways from the centerline of both Lake Elmo Ave and 50th Ave N. The most strict required setbacks are illustrated on the Site Plan.

LANDSCAPE SCREENING

A majority of the views from adjacent properties are non-residential, primarily agricultural, or are currently blocked by mature vegetation (to remain on-site). Per feedback received by Mr. Ben Prchal, former City Planner, landscape screening is proposed between the Project and the residence located to the south to block residential views of the solar facility. A Landscape Plan is included as Appendix D.

ECONOMIC AND ENVIRONMENTAL BENEFITS

The Applicant employs a rigorous site selection process to mitigate, to the largest extent feasible, negative environmental impacts, while partnering with landowners and local communities to generate positive economic and environmental benefits.

The Project will generate approximately 2,390 MW-hours of clean electricity each year, which is enough to power more than 200 average homes and will result in an annual emissions reduction of over 3.73 million pounds of CO₂. This is equivalent to removing roughly 365 passenger vehicles from the road annually.

The Project will also deploy pollinator-friendly vegetation as a ground cover underneath the array and within the security fence. Pollinator habitat co-located with solar serves the dual use of ground cover to prevent soil erosion, while also benefiting pollinator populations. Pollinators are a crucial component of all agricultural ecosystems, providing every third bite of food we eat, yet suitable habitat for these species has become increasingly sparse and fragmented.

Beyond promoting a healthy local environment, this Project will deliver numerous economic benefits. This project will create long-term monitoring and maintenance jobs, temporary construction jobs, and indirect jobs through local spending at hotels, restaurants, and construction materials suppliers, among others. The Project will also generate a consistent revenue stream over its operational life through recurring annual lease payments. In addition, businesses and residents of the City of Lake Elmo and Washington County will be able to purchase energy produced by the Project at a discounted rate, saving them money on their electrical bills.

CONSTRUCTION, OPERATIONS, AND MAINTENANCE

Construction activities will include, installation of racking posts and assembly of the racking system, mounting of the solar modules, wiring the modules together, trenching of underground electrical cables, construction of concrete pads for the inverters, and construction of the project access roadways. During construction noise levels will be kept to the appropriate daytime hours and will be temporary. Construction is likely to be complete within four to six months.

Once constructed, solar facilities operate passively and have no moving parts, besides the tracking system. The only on-site activities that will occur during operations include periodic vegetative maintenance and equipment maintenance and monitoring.

HOURS OF OPERATION

Construction activities will take place between 7am and 7pm. Following construction, the site will be operational during daylight hours.

NUMBER OF EMPLOYEES

The project will employ approximately 10-15 people during peak construction for approximately 4 to 6 months. After construction, there will be no on-site employees on a regular basis. Maintenance technicians will visit the site 1-3 times per year for scheduled maintenance, consisting of 2-4 employees. No one other than employees will access the site.

NUMBER OF TRIPS, VEHICLES AND TRAFFIC FLOW

Major material and equipment will be delivered by tractor-trailers and offloaded by construction vehicles (lulls, tracked vehicles, and front-loading equipment). Equipment utilized during construction of the Project may include dump trucks, trenching equipment, concrete trucks, front loaders, backhoes, post installation equipment, and excavators. A staging area will be utilized for unloading of equipment and materials.

During construction, traffic will consist of delivery trucks and personnel vehicles. It is expected that no more than 4 delivery trucks will arrive on-site per day during construction. Following construction, approximately one truck is expected to visit the site for maintenance work 1-3 times per year.

PROJECT CONSULTATIONS

The Applicant has consulted a number of governmental agencies or affiliated third-parties to complete due diligence of the site, determine how the proposed Project may impact the existing conditions, and confirm the site design conforms with the Code. A summary of the results of these consultations are below and consultation documentation is provided as Appendix E unless otherwise stated.

CITY PLANNING AND ZONING

The Applicant initially reached out to the City's Planning and Zoning Department regarding the proposed Project in February 2021 and then followed-up consistently through the application submission to ensure the Project would comply with all code requirements for solar farms, and to confirm the application process and submittal requirements. The Applicant's primary contact was the City Planner, Mr. Pen Prchal. At the time of this application, Mr. Prchal is no longer with the City's Planning and Zoning Department. As such, copies of emails exchanged between Mr. Prchal and the Applicant are provided in Appendix E. The Applicant reached out to the City's consultants at Bolten & Menk in August 2021 and shared the Site Plan for review in advance of application.

WETLANDS/VALLEY BRANCH WATERSHED DISTRICT REVIEW

A Level 1 Wetland Delineation report was completed by Braun Intertec Corporation (Braun) in December 2020 and submitted to the Valley Branch Watershed District (VBWD) in March 2021. The VBWD requested completion of a field delineation following review of the proposed Project and Level 1 report. Braun Intertec completed a field delineation (Level 2 Delineation) in April 2021, which identified two wetlands on-site. A Level 2 Wetland Delineation Report was submitted to VBWD and US Army Corps of Engineers (USACE) in May 2021 via joint application for wetland delineation concurrence. In June 2021, VBWD conducted an on-site review of the completed wetland delineations with representatives from Braun and provided their concurrence of the delineations via a Minnesota Wetland Conservation Act Notice of Decision dated July 1, 2021.

Following wetland boundary confirmation, the Project was reconfigured to avoid wetland impacts and a concept Site Plan was then emailed to VBWD with request for feedback. Mr. John Hanson, the VBWD Engineer, provided comments by phone and email in July 2021 regarding the VBWD Board's past decisions to allow solar panels within wetland buffers, but not within delineated wetlands. He also provided his expectations for how the VBWD Board would view the Project's ancillary equipment, such as fencing, access drives, and electrical equipment, located within the wetlands buffers. Based on these conversations, the Project's Site Plan was again revised in conformance with VBWD's preliminary guidance prior to this submittal.

As a result, while two wetlands are located the Property, the Project will not impact either resource. In accordance with VBWD past approvals, the Project does propose minimal sitting within the 50-foot wetland buffer, but has confirmed the necessary buffer replacement requirements and will coordinate approval of such buffer impacts directly with VBWD. Based on initial feedback received by VBWD, the access road and electrical pads will not be located in the wetland buffers.

PUBLIC WORKS

At the suggestion of Mr. Ben Prchal, former City Planner, a concept Site Plan was submitted to Mr. Jack Griffin, PE, City Engineer, in May 2021 for review of the proposed access drive. Mr. Griffin provided his preliminary findings via a Memorandum dated June 1, 2021, which was provided to the Applicant. The Project, as proposed, complies with three of the four preliminary findings, including prohibiting access via Lake Elmo Avenue, observing the City Comprehensive Plan right-of-way setback of 60 feet from centerline of 50th St. N, and specifying that the portion of the Project's access driveway to be located within the public right-of-way be paved per City ordinance.

The fourth finding states, "Minimum spacing from the intersection with Lake Elmo Avenue for a private driveway should be 420 feet to provide for a future right turn lane at Lake Elmo Avenue." Following conversations with Mr. Griffin and in order to avoid impacts to the delineated wetland and wetland buffer located along 50th St. N, the project is proposing the access driveway be located approximately 269 feet from the intersection, as shown in the Site Plan.

FEDERAL AVIATION ADMINISTRATION

The Applicant confirmed via the Federal Aviation Administration's ("FAA") Notice Criteria Tool that the proposed project does not require notice to be given to the FAA under CFR Title 14 Part 77.9. Further, the Applicant prepared a glare analysis for the project using the FAA's approved, third-party vendor, Forge Solar, developed by the Sandia National Laboratory and widely considered the industry standard. The analysis indicated that the Project will have "No glare predicted" with the Project's current location and design to the 18 adjacent and nearby residences analyzed.

MINNESOTA DEPARTMENT OF NATURAL RESOURCES

The Applicant confirmed with the Minnesota Department of Natural Resources Biological Survey that the Project is not located within areas identified with moderate to high biological significance.

FEDERAL EMERGENCY MANAGEMENT AGENCY

The Applicant confirmed with the Federal Emergency Management Agency (FEMA) that the Project is not proposed within a floodplain.

INTERCONNECTION APPLICATION STATUS

Following application acceptance and deposit of \$100,000, but prior to issuance of an Interconnection Agreement (IA), Xcel completes multiple studies to determine that a proposed Community Solar Garden is designed to Xcel's standards and is safe to interconnect onto the existing electrical grid. To date, the Applicant has successfully completed 3 of the 4 studies required including, the Initial Engineering Review, Supplemental Review, and System Impact Study. Xcel is currently performing the Facilities Study, which is the fourth and final study required. A scope of work fully executed by Xcel and the Applicant for Facilities Study is attached as Appendix F. Upon completion of the Facilities Study by Xcel, an IA will be issued and a fully executed copy will be provided to the City before issuance of the building permit and start of construction.

STORMWATER MANAGEMENT PLAN

Prior to issuance of a building permit and the start of construction, the Project will obtain (and comply with) the Minnesota Pollution Control Agency's (MPCA) NPDES Construction General Permit, including preparation of a Stormwater Pollution Prevention Plan (SWPPP), Notice of Intent submittal, and erosion and sediment controls. Additionally, the Project will apply to and comply with City and watershed district's stormwater management and erosion and sediment control provisions.

Consistent with the MPCA's guidance on solar facilities, stormwater from new impervious surfaces will be treated by changing the land use from cultivated agriculture to almost 100% vegetated groundcover, including pollinator plantings, and installation of infiltration basins. A

concept Stormwater Management Plan is included as Appendix G and provides the proposed location of these basins, along with the supporting design calculations.

EROSION AND SEDIMENT CONTROL

The Project is not expected to result in significant adverse impacts to soils, nor create any significant erosion. The Project will follow the guiding principles of the Minnesota Pollution Control Agency's Stormwater Best Management Practices Manual, using erosion prevention as the primary protection at the site, with sediment controls used as a secondary system.

Where possible and to the extent feasible, the erosion prevention methods to be deployed include:

- Preserve the existing vegetation.
- Design the Project to be compatible with the existing topography, soils, and vegetation.
- Schedule grading and construction to minimize soil exposure, especially during the rainy season.
- Inspection and maintain of control measures during construction.

The following Best Management Practices ("BMPs") will be used to prevent erosion and control sediment:

- Minimize concentrated flows and divert runoff away from exposed or critical areas.
- Minimize slope steepness and slope length.
- Keep runoff velocities low by using channel linings or temporary structures in drainage channels.
- Prepare drainage ways and outlets to handle concentrated or increased runoff.
- Use flagged poles or stakes to mark storm drains, catch basins, curb inlets, and other BMPs
- Vegetate and mulch disturbed areas.

In addition, the Project will utilize a mix of typical temporary and permanent erosion and sediment control best management practices during construction such as: stabilization (seeding, straw, hydro-mulch), silt fences, sediment logs, and stabilized construction exits. The Project's erosion and sediment control requirements will be confirmed with VBWD and documented via the NPDES Construction General Permit to be obtained prior to building permit issuance.

DECOMMISSIONING AND FINANCIAL ASSURANCE PLAN

The Project has an estimated useful lifetime of approximately 25 to 35 years with equipment replacement and repowering conducted as necessary. The Applicant shall decommission the project within twelve (12) months of the end of Project operations. Decommissioning the project shall involve the removal of all components of the Project. Once all solar facilities are removed from the Project Site, the land will be returned to the farmable conditions in place prior to construction of the Project.

The decommissioning steps including the following:

- Removal of the PV modules, racking, and piles.
- Removal of the electrical equipment.
- Removal of the below-grade conduits and associated cables.
- Removal of the concrete pads. Replace and grade with native soil.
- Removal of fences and any remaining equipment.
- Removal and haul-off of gravel contained in any roads added as part of the Project plus the underlying aggregate.

No grading is necessary, since the Project construction plan does not require any grading other than possibly smoothing or knocking down any piles of debris, dirt, or aggregate that may already be on the premises.

The Applicant is committed to responsible management of the Project. As part of this commitment, the Applicant is dedicated to recycling as many of the Project components as possible once the Project is no longer in operation. As a result, waste from the decommissioning process is anticipated to be minimal. The Project's solar PV components, glass, steel, semiconductor material, and wiring material are all recyclable. During decommissioning, the Project's components will be dismantled using low-impact conventional construction equipment and recycled, or disposed of, safely and in compliance with local and national regulations. Solar equipment with remaining useful life will be sold for other applications. Any trash or debris on the Project Site will also be removed during decommissioning. The Applicant aims to employ experienced, local subcontractors to decommission the Project.

The estimated cost, salvage value, and net costs of decommissioning the project are shown in Table 1 below and will be reviewed and updated prior to issuance of the building permit for construction. Per this estimate, CEF Lake Elmo Community Solar, LLC is proposing a financial security of \$15,000. The purpose of the proposed financial security is to ensure the City has sufficient funds to remove the project and return the Site to its original condition should the Project be unable or unwilling to implement the decommissioning plan.

CEF Lake Elmo Community Solar, LLC proposes to provide the financial security in the form of a letter of credit to be established prior to the issuance of the building permit. The City will be the designated beneficiary of the fund.

The utilization of the financial assurance instrument shall be restricted to decommissioning steps and requirements as detailed herein. Any residual funds (not spent specifically for reclamation or remediation) shall be returned to the Applicant once the decommissioning operations have been completed.

Table 1 – Decommissioning Estimate

Decommissioning Task	Estimated Quantity	Unit	Unit Cost	Total
<u>Mobilization/Demobilization</u>	1	Lump Sum	\$ 8,000.00	\$ 8,000.00
<u>Site Demolition</u>				
Remove Existing Fence	3,250	LF	\$ 5.20	\$ 16,900.00
Remove Existing Gravel Entrance	152	CY	\$ 4.80	\$ 729.60
Haul off for Existing Gravel Entrance	152	CY	\$ 5.80	\$ 881.60
<u>Racking and Module Removal</u>				
Pile Removal	480	Each	\$ 9.50	\$ 4,560.00
Table Removal	90	Each	\$ 120.00	\$ 10,800.00
PV Module Removal	2,250	Each	\$ 5.50	\$ 12,375.00
PV Module Haul Off	71	Ton	\$ 25.00	\$ 1,775.00
<u>Wiring Removal</u>				
Utility Pole Removal	3	Each	\$ 390.00	\$ 1,170.00
DC Collector System Cables Removal	1	Per MW	\$ 1,500.00	\$ 1,500.00
Underground AC Collector System Cables Removal	1	Per MW	\$ 2,500.00	\$ 2,500.00
<u>Power Conditioning Equipment Removal</u>				
Inverters	10	Each	\$ 900.00	\$ 9,000.00
Transformer	1	Each	\$ 500.00	\$ 500.00
SCADA Equipment	1	Each	\$ 280.00	\$ 280.00
Pad Removal	2	Each	\$ 500.00	\$ 1,000.00
<u>Site Restoration</u>				
Permitting	1	Lump Sum	\$ 1,000.00	\$ 1,000.00
ESC Controls	3,500	LF	\$ 5.00	\$ 17,500.00
Re-seeding	6	Acre	\$ 1,100.00	\$ 6,050.00
Decommissioning Subtotal				\$ 96,521.20
<u>Salvage Value</u>				
PV Modules	2,138	Each	\$ 28.00	\$ 59,850.00
Racking	70	Tons	\$ 178.00	\$ 12,460.00
Piles	24	Tons	\$ 178.00	\$ 4,272.00
Other (Fencing, electrical equipment)	1	Lump Sum	\$ 5,000.00	\$ 5,000.00
Salvage Value Subtotal				\$ 81,582.00
Decommissioning Total Net Cost				\$14,939.20

CONDITIONAL USE JUSTIFICATION

The Applicant has sited and designed the proposed Project to conform with and benefit the surrounding community as detailed in the findings below.

- i. The proposed use will not be detrimental to or endanger the public health, safety, comfort, convenience or general welfare of the neighborhood or City.

As discussed herein, the Project will comply with all code requirements, including those for setbacks, stormwater management, landscaping to protect residential views, and structural integrity. The Project will also not produce any harmful noise, fumes, runoff, or glare, will not be accessible to the public, and will be deemed electrically safe to connect to the existing grid by Xcel energy. As such, the proposed use will be a largely benign addition to the environment while providing local Xcel customers with the opportunity to save on their electric bills and introducing needed pollinator habitat into the landscape.

- ii. The use or development conforms to the City of Lake Elmo Comprehensive Plan.

The Project supports the City of Lake Elmo's 2040 Comprehensive Plan's (the Plan) goals in a number of ways. First, the Project is proposed in a neighborhood with the Community Designation of Rural Residential and supports the Future Land Use Plan (and Land Use Goal #1) by not adding to residential density or urbanization through added infrastructure and maintaining the Property at a density of 1 unit per 10 acres. Next, the Project will primarily result in a privately-funded, new domestic energy infrastructure resource for the community (TRIN Goal #1) that can serve and benefit all residents of the City who choose to enroll by reducing their electric bills. An estimated 49% of households are unable to host residential solar systems mainly because they are renters and/or they have inadequate roof space so this new infrastructure will also support and expand on the Future Land Use Plan's solar access and resiliency aims. Finally, the Project also supports Character & Governance Goal # 3 by providing all residents who subscribe regardless of home ownership or roof space, a novel way to connect to and benefit directly from their local, renewable solar resource.

- iii. The use or development is compatible with the existing neighborhood.

The Project is compatible with the existing neighborhood as it maintains the desired density for the Rural Residential District, observes or exceeds all setbacks, protects residential views, and will not create or produce any impactful traffic, noise, smoke, fumes, glare or odors once operational. As stated above, the result is a benign, and therefore compatible, addition to the existing landscape.

- iv. If the proposed use is in a flood plain management or shoreland area, the proposed use meets all the specific standards for such use.

The Project is not in a flood plain management or shoreland area.

- v. The proposed use will be designed, constructed, operated and maintained so as to be compatible in appearance with the existing or intended character of the general vicinity and will not change the essential character of that area.

The Project was designed to be compatible with the surrounding area. The Project is a small-scale installation, proposed to be less than six acres, sited where the majority of adjacent parcels are agricultural and have non-residential views. The Project further maintains the intended density of the neighborhood. During operations and maintenance, a meadow condition with pollinator habitat will be maintained under the solar panels ensuring the Project contributes to the agricultural vitality of the neighborhood. The Applicant will also maintain a safe and clean site at all times ensuring the Project looks well-maintained. As a result of the size, siting, and maintenance of the Project, it will not consequentially change the character of the area.

- vi. The proposed use will not be hazardous or create a nuisance as defined in the zoning code to existing or future neighboring structures.

The Project will not be hazardous or create a nuisance at any point and the Applicant will maintain a safe and clean site at all times. During construction the Applicant will ensure any noise, dust, vibration, construction waste and debris, and any lighting and signage created or used will comply with all local laws and limits set by the permit and authorities having jurisdiction. During operations, the Project will not create any nuisance circumstance (no drainage will be altered without the proper permit, no access will be allowable for the public, no dangerous objects, no environmental nuisances, no explosives, no fires or fire hazards, no inadequate maintenance or failure to maintain improvements, etc.) as defined by City Code 96.03.

- vii. The proposed use will be served adequately by essential public facilities and services, including streets, police and fire protection, drainage structures, refuse disposal, water and sewer systems and schools or will be served adequately by such facilities and

services provided by the persons or agencies responsible for the establishment of the proposed use.

No new public streets, drainage structures, or water and sewer systems will be needed to support the project at any point. The project will not increase population at local schools and no new burdens will be placed on police or fire departments, though site specific training can be made available to both agencies as requested. Therefore, the proposed Project will be served adequately by existing essential public facilities and services.

- viii. The proposed use will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community.

The Project will be paid for by private investments from construction through decommissioning, including any needed utility upgrades. The Project will benefit the community through opportunity to reduce individual electricity bills, local spending, and job creation, as discussed above.

- ix. The proposed use will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare or odors.

No excessive traffic, noise, smoke, fumes, glare or odors will be created by the Project. During construction the Applicant will ensure any traffic or noise created will comply with all local laws, limits set by the permit, and authorities having jurisdiction. Therefore, the Project will not be detrimental to any persons, property, or the general welfare.

- x. Vehicular approaches to the property, where present, will not create traffic congestion or interfere with traffic on surrounding public thoroughfares.

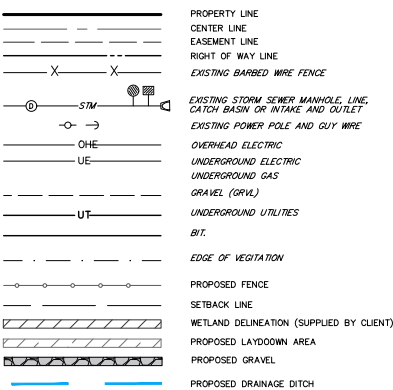
As discussed above, traffic to and from the site will be minimal. During construction, traffic will consist of delivery trucks and personnel vehicles. It is expected that no more than 4 delivery trucks will arrive on-site per day during construction. Following construction, approximately one truck is expected to visit the site for maintenance work 1-3 times per

year. Vehicular approaches to the Property will use a driveway to be approved by the Public Works Department. As a result, the Project will not create congestion or interfere with traffic on surrounding public roads.

- xi. The proposed use will not result in the destruction, loss or damage of a natural or scenic feature of major importance.

As discussed herein, the Project will not damage, destroy or cause the loss of any natural feature such as wetlands, floodplains or areas of moderate to high biological significance. Likewise, the Project will have little impact on the scenic landscape due to it's scale and siting. Conversely, the Project help reduce emmissions from electricity generation while creating new pollinator habitat.

LEGEND



NOTE: Z.O.-154.308(A) = ZONING ORDINANCE 154.308(A) STANDARDS FOR ALTERNATIVE ENERGY

NOTE:
THE CEF LAKE ELMO COMMUNITY SOLAR, LLC (THE "PROJECT") IS DEFINED AS THE SOLAR-POWER ELECTRIC GENERATION FACILITY LOCATED IN WASHINGTON COUNTY, MINNESOTA.

BASED ON INFORMATION PROVIDED TO THE SURVEYOR OR CLIENT, THIS SURVEY SHOWS, AS AN OVERLAY, THE LOCATION OF THE PROPOSED ABOVE GROUND AND UNDERGROUND SOLAR FACILITY IMPROVEMENTS OF THE PROJECT (COLLECTIVELY, THE "SOLAR FACILITIES"), WHICH SOLAR FACILITIES INCLUDE THE FOLLOWING PROPOSED FACILITIES:
SOLAR PHOTOVOLTAIC ELECTRIC GENERATING FACILITIES (THE "ARRAYS"); THE FOOTPRINT OF THE FOUNDATIONS (INCLUDING ANY POLES, ANCHORS, OR SUPPORT STRUCTURES) OF THE ARRAYS (THE "ARRAY SITES") AND THE CRANE PATHS FOR THE ARRAYS; THE COMMUNICATION LINES, COLLECTION LINES AND TRANSMISSION LINES; THE ACCESS ROADS AND PATHS; AND MAINTENANCE YARDS, LAY DOWN AREAS, AND ANY OTHER IMPROVEMENTS OF THE PROJECT.

THIS SURVEY SHOWS REQUIRED JURISDICTIONAL AND CONTRACTUAL SETBACKS, IF ANY, AND THERE ARE NO SOLAR FACILITIES WITHIN OR ENCRANCHING UPON ANY SUCH JURISDICTIONAL SETBACKS, EXCEPT AS FOLLOWS: NONE.

TO THE BEST OF THE SURVEYOR'S KNOWLEDGE, THERE IS NO VISIBLE EVIDENCE THE PROPERTY WAS USED AS A SOLID WASTE DUMP, SUMP, SANITARY LANDFILL OR CEMETERY.

PARENT PROPERTY LEGAL DESCRIPTION

That part of the East Half of the Northeast Quarter of Section 11, Township 29 North, Range 21 West, Washington County, Minnesota, lying North of the South 2105.5 feet (as measured along the East line) thereof. Excepting therefrom the North 290.4 feet of the East 750 feet of the West 850 feet of said East Half of the Northeast Quarter, according to the United States Government Survey thereof and situated in Washington County, Minnesota.

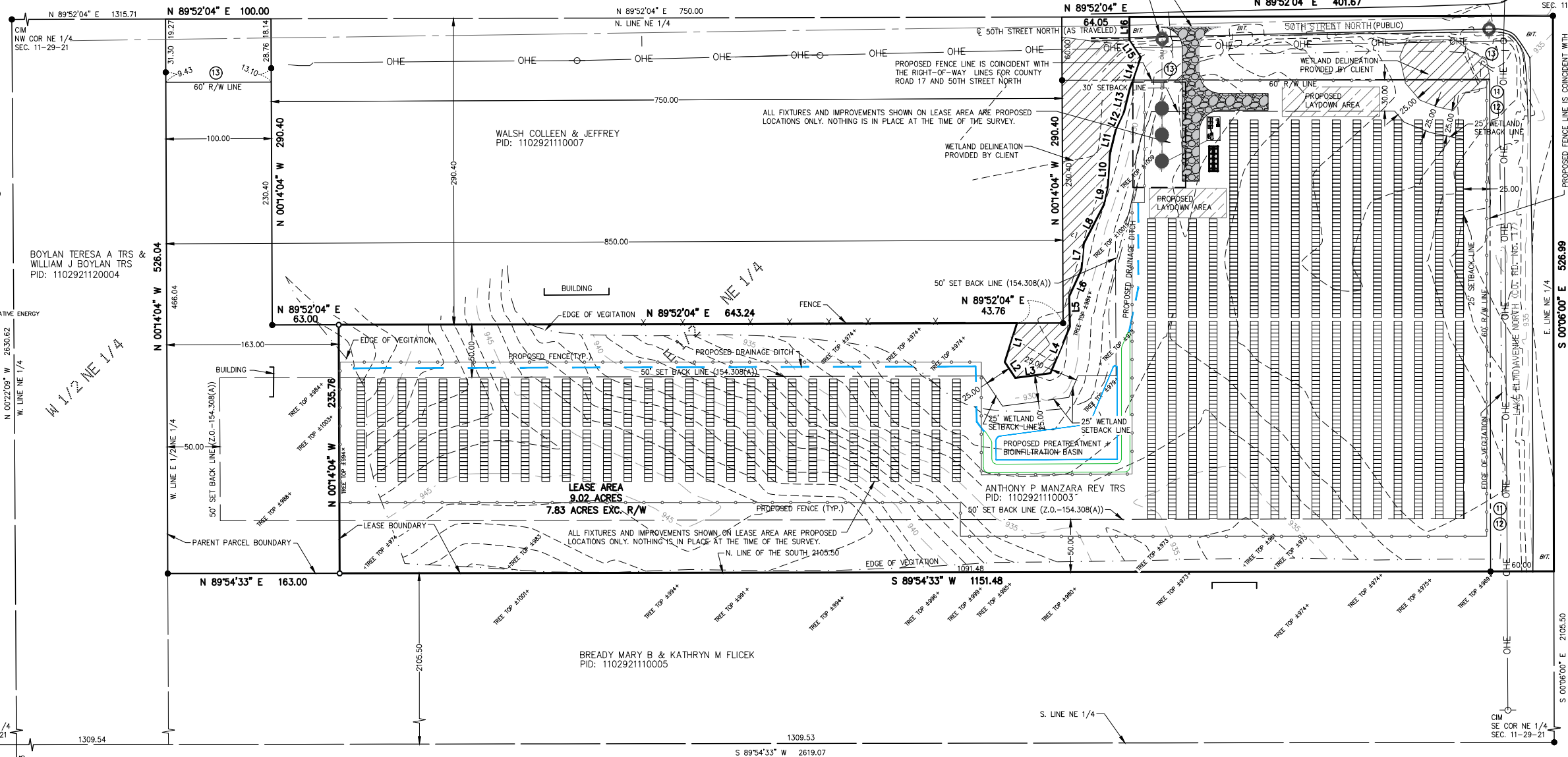
LEASE DESCRIPTION

(TO BE UPDATED PER ONEENERGY FEEDBACK AT A LATER DATE)

That part of the East Half of the Northeast Quarter of Section 11, Township 29 North, Range 21 West, Washington County, Minnesota, described as follows:

BEGINNING at the northeast corner of the Northeast Quarter of said Section 11; thence South 00 degrees 06 minutes 00 seconds East (Note: All bearings are in relationship with the Washington County Coordinate System, NAD '83, Adjusted 1986), along the east line of said Northeast Quarter, 526.99 feet to the north line of the South 2105.5 feet (as measured along the East line) of the East One-Half of said Northeast Quarter; thence South 89 degrees 54 minutes 33 seconds West, along said north line, 1151.48 feet; thence North 00 degrees 14 minutes 04 seconds West, 235.76 feet to the south line of the north 290.40 feet of the East One-Half of said Northeast Quarter; thence North 89 degrees 52 minutes 04 seconds East, along said south line, 643.24 feet; thence South 17 degrees 33 minutes 12 seconds West, 38.62 feet; thence South 33 degrees 42 minutes 07 seconds East, 18.04 feet; thence North 82 degrees 30 minutes 45 seconds East, 33.52 feet; thence North 22 degrees 42 minutes 59 seconds East, 47.95 feet; thence North 01 degrees 25 minutes 22 seconds West, 28.65 feet; thence North 24 degrees 33 minutes 57 seconds East, 27.87 feet; thence North 05 degrees 16 minutes 00 seconds East, 24.73 feet; thence North 27 degrees 15 minutes 13 seconds East, 41.54 feet; thence North 11 degrees 46 minutes 09 seconds East, 19.07 feet; thence North 03 degrees 30 minutes 28 seconds East, 30.12 feet; thence North 13 degrees 59 minutes 55 seconds East, 23.64 feet; thence North 24 degrees 44 minutes 19 seconds East, 18.55 feet; thence North 14 degrees 05 minutes 30 seconds East, 22.42 feet; thence North 19 degrees 00 minutes 34 seconds East, 31.44 feet; thence North 33 degrees 15 minutes 54 seconds West, 19.40 feet; thence 00 degrees 07 minutes 56 seconds West, 22.14 feet to the north line of said Northeast Quarter; thence North 89 degrees 52 minutes 04 seconds East 401.67 feet to the POINT OF BEGINNING.

ALTA/NSPS LAND TITLE SURVEY

SCHEDULE B SECTION TWO - EXCEPTIONS
COMMITMENT NO.: 01040-23653 REVISION No. 1
AUGUST 25, 2021

- Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
- Rights or claims of parties in possession, not shown by the public records.
- Easements or claims of easements or other boundary or location disputes, not shown by public records.
- Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the land.
- Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by public records.
- Taxes or assessments which are not shown as existing liens by the public records. NOT SURVEY RELATED TO THE LEASE AREA.
- Taxes due and payable in the second half of 2021 and subsequent years.

Note: Taxes for the year 2021 in the amount of \$1,636.00 are paid in full.
PIN: 11.029.21.11.0003
There are no delinquent taxes of record.

- Special and pending assessments, if any.
- Rights or claims of tenants, as tenants only, in possession under unrecorded leases.
- Subject to the rights of the public to existing roads as laid out and traveled.
- Terms and conditions of Highway Easement dated August 25, 1949, filed May 21, 1963, in Book 258 of Deeds, page 35, in favor of the County of Washington.
- Terms and conditions of road easement contained in Quit Claim Deed dated October 1, 1985, filed November 18, 1985, as Document No. 496679, in favor of the County of Washington.
- Terms and conditions of road easement contained in Quit Claim Deed dated October 1, 1985, filed November 18, 1985, as Document No. 496680, in favor of the City of Lake Elmo, Minnesota.
- Home Equity Line of Credit Mortgage securing \$25,000.00, dated July 12, 2019, filed February 12, 2020, as Document No. 4230526, by and between Anthony P. Manzara as Trustee of the Anthony P. Manzara Revocable Trust dated June 1, 2015, Borrower, and Wells Fargo Bank, N.A., as Lender.

Note: Subordination and Nondisturbance Agreement dated _____, filed _____, as Document No. _____

TABLE A, ALTA/NSPS OPTIONAL SURVEY
RESPONSIBILITIES AND SPECIFICATIONS

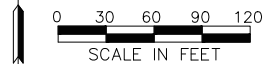
- MONUMENTS SET OR FOUND AS SHOWN.
- 10755 50TH ST N, LAKE ELMO, MN 55042
- THE LEASE AREA IS IN FLOOD ZONE X. PER F.I.R.M. MAP NUMBER 27163C0245E, EFFECTIVE DATE 2/3/2010.
- PARENT PARCEL: 474,614± SQ. FT. (10.90 ACRES)
LEASE AREA 407,155± SQ. FT.(9.35 ACRES OF WHICH 1.29 ACRES IS RIGHT-OF-WAY)
- CONTOURS ARE BASED ON GROUND SHOTS TAKEN ON 10/19/2021, NAVD'83 DATUM, MNCORS GNS
- (b) LAKE ELMO, MINNESOTA CODE OF ORDINANCES LOCAL LEGISLATION CURRENT THROUGH ORD. 08-180, PASSED 7-5-2017 FROM THE CITY OF LAKE ELMO PORTAL.
- THE SURVEYOR HAS MADE THEIR BEST EFFORT TO DEPICT ALL ABOVE GROUND VISIBLE FEATURES WITHIN THE AREA OF THE SUBJECT PROPERTY.
- UTILITY LOCATIONS SHOWN ARE PROVIDED BY LOCAL UTILITY COMPANIES THROUGH THE GOPHER STATE ONE CALL SYSTEM. LOCATIONS ARE SHOWN TO THE ACCURACY OF THE MARKING, AND WSE MASSEY ENGINEERING AND LAND SURVEYING DOES NOT ASSUME RESPONSIBILITY FOR MISLOCATED OR UNMARKED UTILITIES. TICKET #212742566 (10-01-2021)
- NAMES OF OWNERS OF ADJOINING LANDS WERE OBTAINED FROM THE WASHINGTON COUNTY, MINNESOTA PARCEL MAPPING GIS.
- SUBJECT PROPERTY IS IN THE SOUTHWEST QUADRANT OF 50TH ST NORTH AND LAKE ELMO AVENUE NORTH
- THERE WERE NO NO OBSERVABLE SIGNS OF RECENT CONSTRUCTION OR EARTHMOVING ON THE SUBJECT PROPERTY AT THE TIME OF THE SURVEY.
- WASHINGTON COUNTY PROVIDED NO INFORMATION TO INDICATE ANY PROPOSED CHANGES IN COUNTY ROAD RIGHT OF WAY LINES.
- ANY PLOTTABLE OFFSITE EASEMENTS ARE SHOWN HEREON.
- WSE MASSEY CARRIES PROFESSIONAL LIABILITY INSURANCE. CERTIFICATE OF INSURANCE TO BE FURNISHED UPON REQUEST.
- ITEMS LISTED IN THE SCOPE OF SERVICE ARE SHOWN HEREIN.

LINE TABLE

L1 = S 17°23'21" W	38.62	L9 = N 11°46'09" E	19.07
L2 = S 33°42'07" E	18.04	L10 = N 03°30'28" E	30.12
L3 = N 82°30'45" E	33.52	L11 = N 13°59'55" E	23.64
L4 = N 22°42'59" E	47.95	L12 = N 24°44'19" E	18.55
L5 = N 01°25'22" W	28.65	L13 = N 14°05'30" E	22.42
L6 = N 24°33'57" E	27.87	L14 = N 19°00'34" E	31.44
L7 = N 05°16'00" E	24.73	L15 = N 33°15'54" W	19.40
L8 = N 27°15'13" E	41.54	L16 = N 00°07'56" W	22.14

SITE DATA

PROPERTY ADDRESS: RECORD/OWNER:	10755 50TH ST N, LAKE ELMO, MN 55042 ANTHONY P. MANZARA REVOCABLE TRUST
PIN:	11.029.21.11.0003
AREA (DEED):	10.90 ACRES
CORNER SIDE YARD SETBACK:	N/A
SANITARY SEWER:	N/A
ZONING DISTRICT: RR	
MINIMUM LOT AREA:	REQUIRED 10 ACRES
MINIMUM LOT WIDTH:	REQUIRED 300 FEET
FRONT YARD SETBACK:	REQUIRED 30 FEET
INTERIOR SIDE YARD SETBACK:	REQUIRED 10 FEET
CORNER SIDE YARD SETBACK:	REQUIRED 25 FEET
REAR YARD SETBACK:	REQUIRED 40 FEET
154.308(A) STANDARDS FOR ALTERNATIVE ENERGY	
MINIMUM LOT SIZE:	REQUIRED 10 ACRES
SIDE YARD SETBACK:	REQUIRED 50 FEET FROM ADJACENT PROPERTY LINES



BASIS OF BEARINGS

All Bearings are in relationship with the Washington County Coordinate System NAD '83, Adjusted 2011.

To: Stewart Title Guaranty Company, Anthony P. Manzara Revocable Trust dated June 1, 2015, CEF Lake Elmo Community Solar, LLC, a Minnesota limited liability company, its successors and/or assigns, as their interests may appear.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6(b), 8, 11(a), 11(b), 13, 14, 16, 17, 18, 19 and 20 of Table A thereof. The field work was completed on October 19, 2021.

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Reinhold W. Ziemann
Reinhold W. Ziemann
Minnesota L.S. No. 59823

1/14/2022

WSE MASSEY
ENGINEERING & LAND SURVEYING
P.O. BOX 100, KASSON, MN 55944
PH. NO. 507-634-4505, EMAIL SURVEY@WSE.ENGINEERING

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.

Date 1/14/2022

LIC. NO.: 59823

Reinhold W. Ziemann

MONUMENTS:
● FOUND (5/8" PIPE UNLESS NOTED OTHERWISE)
○ SET (5/8" PIPE UNLESS NOTED OTHERWISE)

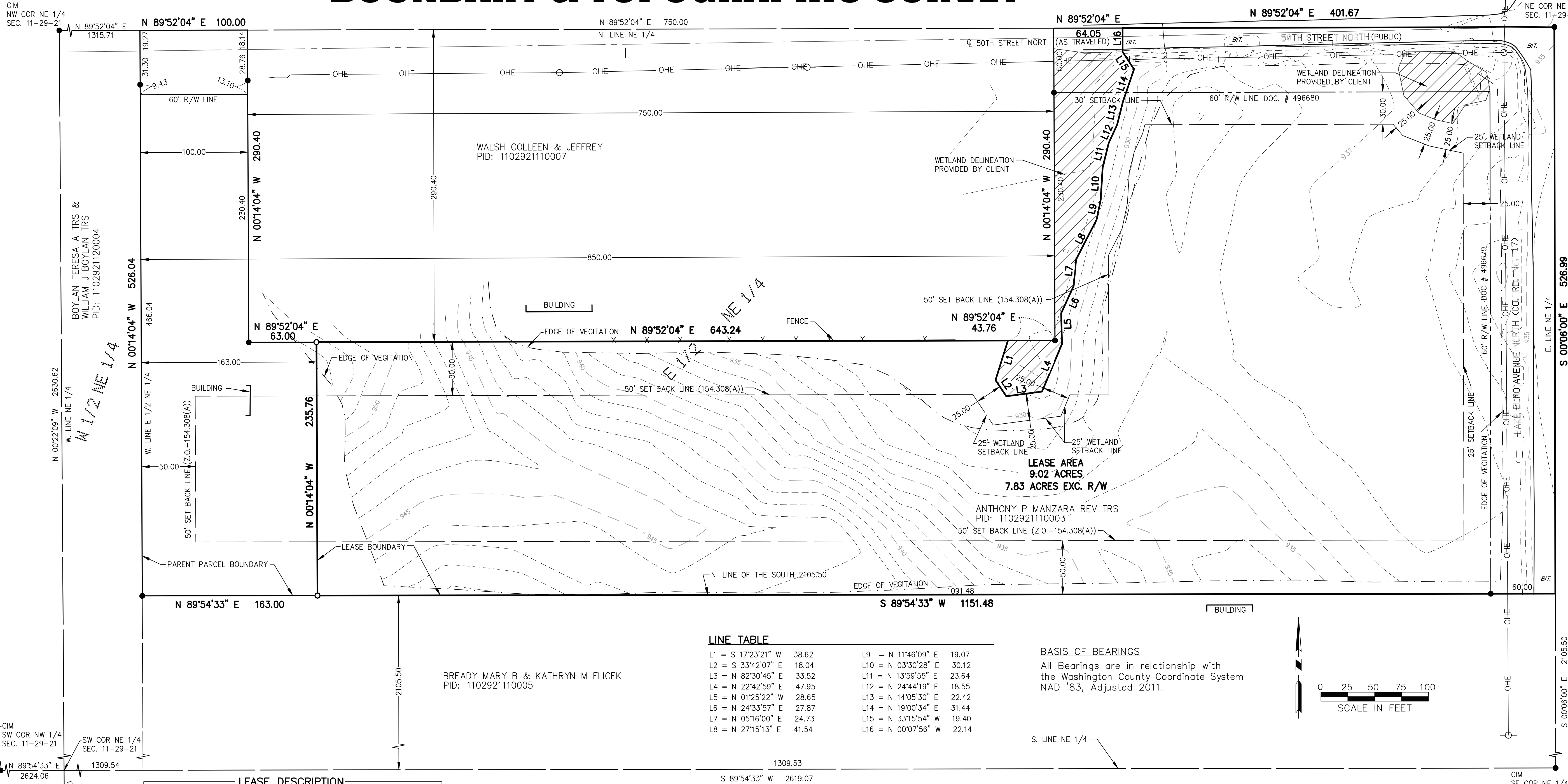
THIS SURVEY AND DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF:
CEF LAKE ELMO COMMUNITY SOLAR, LLC
LAKE ELMO, MN

SCALE: 1" = 60'
DATE: 1/14/2022
DRAWN BY: R.W.Z.
CHECKED BY: R.W.Z.
JOB NUMBER: 3696
DWG. FILE: 3696SA01
REVISION DATE:

PROPERTY LOCATION MAP
T. 29 N. R. 21 W.
N.W. 1/4 N.E. 1/4
S.W. 1/4 S.E. 1/4
No Scale

SHEET NO. 1 OF 1

BOUNDARY & TOPOGRAPHIC SURVEY



LINE TABLE

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LEASE DESCRIPTION

That part of the East Half of the Northeast Quarter of Section 11, Township 29 North, Range 21 West, Washington County, Minnesota, described as follows:

BEGINNING at the northeast corner of the Northeast Quarter of said Section 11; thence South 00 degrees 06 minutes 00 seconds East (Note: All bearings are in relationship with the Washington County Coordinate System, NAD '83, Adjusted 1996), along the east line of said Northeast Quarter, 526.99 feet to the north line of the South 2105.5 feet (as measured along the East line) of the East One-Half of said Northeast Quarter; thence South 89 degrees 54 minutes 33 seconds West, along said north line, 1151.48 feet; thence North 00 degrees 14 minutes 04 seconds West, 235.76 feet to the south line of the north 290.40 feet of the East One-Half of said Northeast Quarter; thence North 89 degrees 52 minutes 04 seconds East, along said south line, 643.24 feet; thence South 17 degrees 33 minutes 12 seconds West, 38.62 feet; thence South 33 degrees 42 minutes 07 seconds West, 18.04 feet; thence North 82 degrees 30 minutes 45 seconds East, 33.52 feet; thence North 22 degrees 42 minutes 59 seconds East, 47.95 feet; thence North 01 degrees 25 minutes 22 seconds West, 28.65 feet; thence North 24 degrees 33 minutes 57 seconds East, 27.87 feet; thence North 05 degrees 16 minutes 00 seconds East, 24.73 feet; thence North 27 degrees 15 minutes 13 seconds East, 41.54 feet; thence North 11 degrees 46 minutes 09 seconds East, 19.07 feet; thence North 03 degrees 30 minutes 28 seconds East, 30.12 feet; thence North 13 degrees 59 minutes 55 seconds East, 23.64 feet; thence North 24 degrees 44 minutes 19 seconds East, 18.55 feet; thence North 14 degrees 05 minutes 30 seconds East, 22.42 feet; thence North 19 degrees 00 minutes 34 seconds East, 31.44 feet; thence North 33 degrees 15 minutes 54 seconds West, 19.40 feet; thence 00 degrees 07 minutes 56 seconds West, 22.14 feet to the north line of said Northeast Quarter; thence North 89 degrees 52 minutes 04 seconds East 401.67 feet to the POINT OF BEGINNING.

PARENT PROPERTY LEGAL DESCRIPTION

That part of the East Half of the Northeast Quarter of Section 11, Township 29 North, Range 21 West, Washington County, Minnesota, lying North of the South 2105.5 feet (as measured along the East line) thereof. Excepting therefrom the North 290.4 feet of the East 750 feet of the West 850 feet of said East Half of the Northeast Quarter, according to the United States Government Survey thereof and situated in Washington County, Minnesota.

SITE DATA

PROPERTY ADDRESS: 10755 50TH ST N, LAKE ELMO, MN 55042
RECORD/OWNER: ANTHONY P. MANZARA REVOCABLE TRUST
PIN: 11.029.21.11.0003
AREA (DEED): 10.90 ACRES
WATER: N/A
SANITARY SEWER: N/A

ZONING DISTRICT: RR

MINIMUM LOT AREA: 10 ACRES
MINIMUM LOT WIDTH: 300 FEET
FRONT YARD SETBACK: 30 FEET
INTERIOR SIDE YARD SETBACK: 10 FEET
CORNER SIDE YARD SETBACK: 25 FEET
REAR YARD SETBACK: 40 FEET
154.308(A) STANDARDS FOR ALTERNATIVE ENERGY
MINIMUM LOT SIZE: 10 ACRES
SIDE YARD SETBACK: 50 FEET FROM ADJACENT PROPERTY LINES

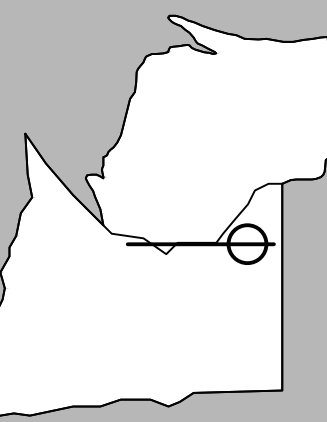
LEGEND

	PROPERTY LINE
	CENTER LINE
	EASEMENT LINE
	RIGHT OF WAY LINE
	EXISTING BARBED WIRE FENCE
	EXISTING STORM SEWER MANHOLE, LINE, CATCH BASIN OR INTAKE AND OUTLET
	EXISTING POWER POLE AND GUY WIRE
	OVERHEAD ELECTRIC
	UNDERGROUND ELECTRIC
	UNDERGROUND GAS
	GRAVEL (GRVL.)
	UNDERGROUND UTILITIES
	B.I.T.
	EDGE OF VEGETATION
	SETBACK LINE
	WETLAND DELINEATION (SUPPLIED BY CLIENT)

WSE M & SSEEY
ENGINEERING & LAND SURVEYING
P.O. BOX 100, KASSON, MN 55944
PH. NO. 507-634-4505, EMAIL SURVEY@WSE.ENGINEERING

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.

Date: 1/6/2022
LIC. NO.: 59823
Reinhold W. Ziemann



PROPERTY LOCATION MAP			
T. 29 N.	R. 21 W.		
N.W. 1/4	N.E. 1/4		
S.W. 1/4	S.E. 1/4		

SCALE: 1" = 50'	DATE: 1/6/2022	DRAWN BY: RMZ	CHECKED BY: RMZ	JOB NUMBER: 3696	DWG. FILE: 3696STD1	REVISION DATE:
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MONUMENTS:
● FOUND (5/8" PIPE UNLESS NOTED OTHERWISE)
○ SET (5/8" PIPE UNLESS NOTED OTHERWISE)
THIS SURVEY AND DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF: CEF LAKE ELMO COMMUNITY SOLAR LLC LAKE ELMO, MN

SHEET NO. 1 OF 1



SCALE: 1" = 60'

**APPLICANT INFORMATION:**

DESIGN SUMMARY:

LAND USE SUMMARY:

PROPERTY LEGAL DESCRIPTION:

PROPERTY LEGAL DESCRIPTION:

GENERAL NOTES:

- # PROJECT

CEF LAKE ELMO COMMUNITY SOLAR, LLC
ONEENERGY DEVELOPMENT

ADDRESS

10755 50TH ST N
LAKE ELMO MN 55042

DRAWING

TITLE:
CONCEPTUAL LAYOUT
SHEET NUMBER:

A-001

SCALE
1" = 60'

DRAWN BY:
CG

CHECKED BY:
OM

DATE:
2/9/2022

REVISIONS:

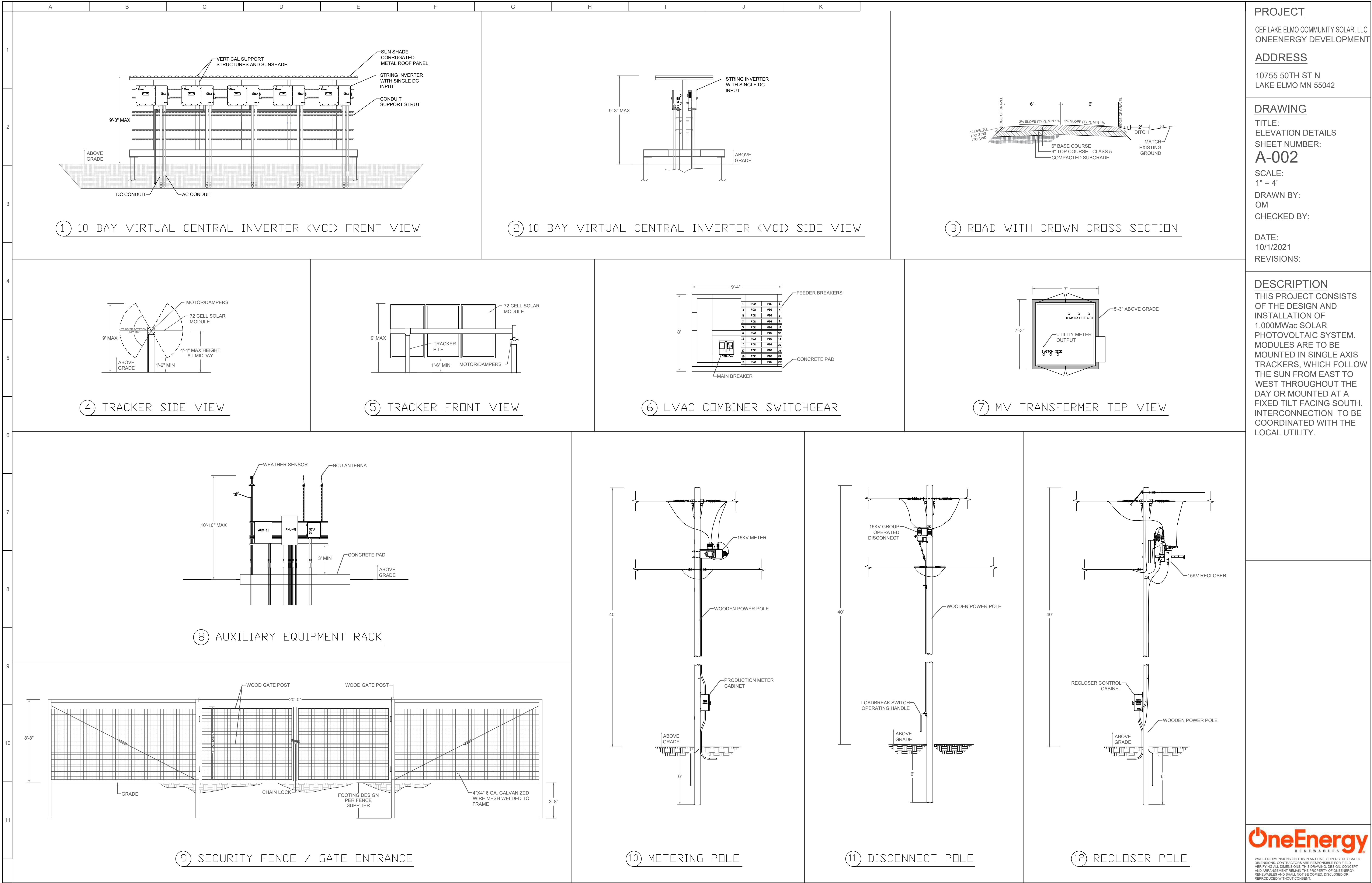
DESCRIPTION

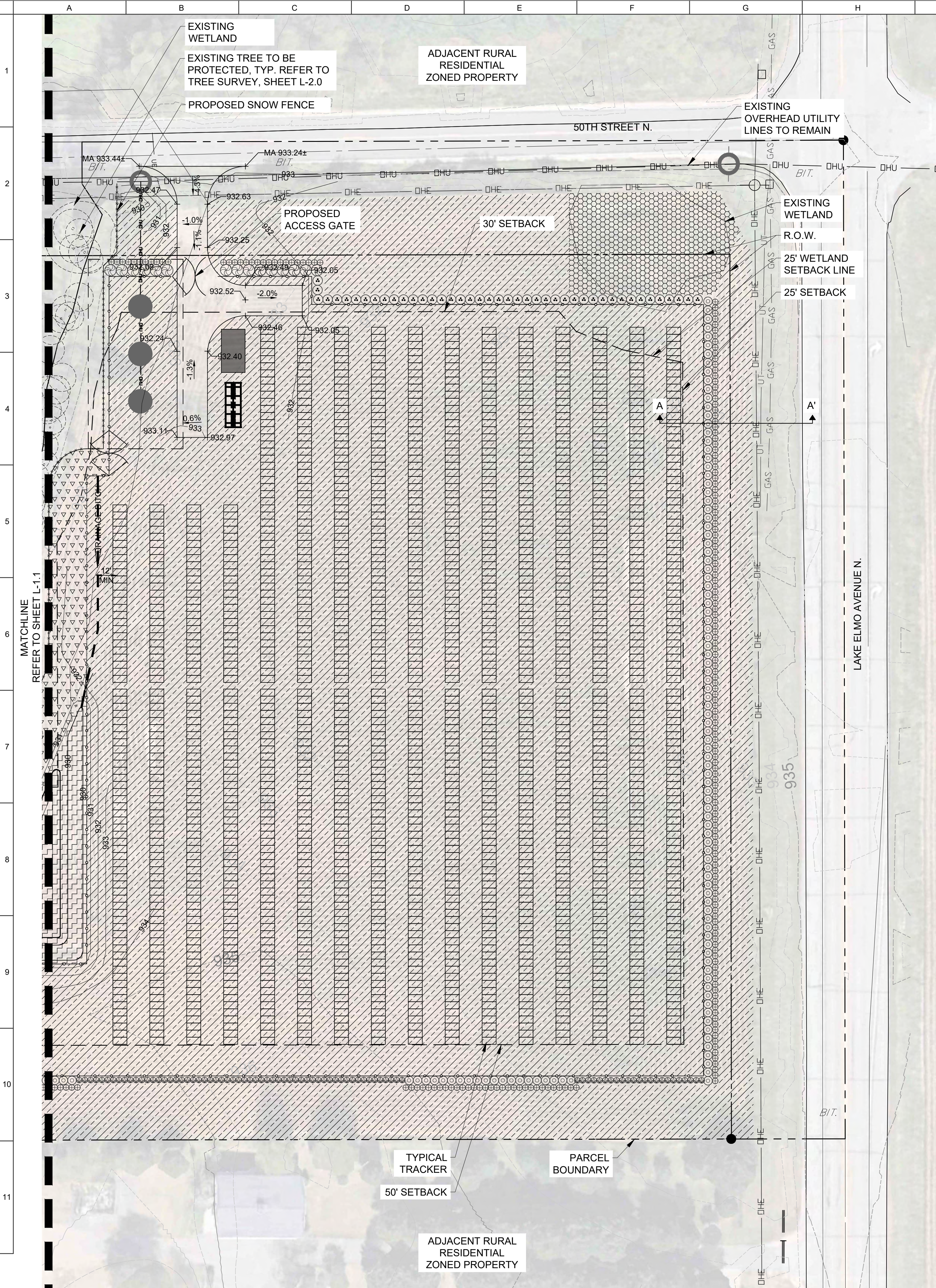
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LEGEND



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CITY OF LAKE ELMO CODE REQUIREMENTS

DESCRIPTION	CODE REQUIRED	PROPOSED	EXISTING	UNIT
STREET FRONTAGE	1092			LINEAR FEET
LAKE SHORE	0			LINEAR FEET
STREAM FRONTAGE	0			LINEAR FEET
TOTAL LINEAR FEET	1092			LINEAR FEET
/50 FEET = REQUIRED FRONTAGE TREES	22	22		TREES
DEVELOPMENT OR DISTURBED AREA	5			ACRES
x5 = REQUIRED DEVELOPMENT TREES	28	17		TREES
INTERIOR PARKING LOT SPACES	0			SPACES
/10 = REQUIRED PARKING LOT TREES	0	0		TREES
PERIMETER PARKING LOT FRONTAGE LENGTH	0			LINEAR FEET
/50 = REQUIRED FRONTAGE STRIP TREES	0	0		TREES
REQUIRED MITIGATION TREES	0	0		TREES
REQUIRED NUMBER OF TREES	50	39		TREES
SUBTOTAL TREES		39	11	TREES
TOTAL TREES (PROVIDED + PRESERVED EXISTING)		50		TREES

PROJECT

CEF LAKE ELMO
COMMUNITY SOLAR, LLC.

ADDRESS

10755 50TH ST. N.
LAKE ELMO, MN 55042

DRAWING

TITLE:
PLANTING PLAN
SHEET NUMBER:

L-1.0

SCALE:
1"=30'

DRAWN BY:
AES

CHECKED BY:
JRS

DATE:
03/08/2022

REVISIONS:

DESCRIPTION

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REVISION LOG:

LEGEND

PLANTING LEGEND

SHADE & ORNAMENTAL TREES

SYMBOL	KEY	PLANT NAME	QTY.	SIZE	SPACING	GROWTH RATE
	AC	White Fir <i>Abies concolor*</i>	12	6' B&B	As shown on plans	Moderate (approx. 12-24" per year)
	LL	Tamarack Larch <i>Larix laricina*</i>	11	2.5" caliper measured 6" from base	As shown on plans	Rapid (approx. 36" per year)
	PA	Norway Spruce <i>Picea abies*</i>	16	6' B&B	As shown on plans	Rapid (approx. 36" per year)

SHRUBS

SYMBOL	KEY	PLANT NAME	QTY.	SIZE	SPACING	GROWTH RATE
	BM	Wintergreen Boxwood <i>Buxus microphylla 'Wintergreen' *</i>	336	5 gallon	3'-0" o.c.	Slow (approx. 3" per year)
	CS	Isanti Dogwood <i>Cornus sericea 'Isanti' *</i>	67	5 gallon	5'-0" o.c.	Rapid (approx. 24" per year)
	FN	Northern Sun Forsythia <i>Forsythia x 'Northern Sun' *</i>	18	5 gallon	6'-0" o.c.	Rapid (approx. 24" per year)
	TO	Holmstrup Arborvitae <i>Thuja occidentalis 'Holmstrup' *</i>	251	5 gallon	3'-0" o.c.	Slow (approx 8"-12" per year)
	VD	Blue Muffin Arrowwood <i>Viburnum dentatum 'Christom' *</i>	202	5 gallon	4'-6" o.c	Rapid (approx. 24" per year)

GROUNDCOVERS

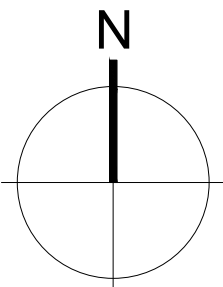
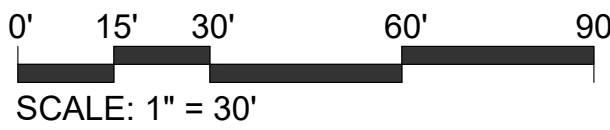
SYMBOL	KEY	PLANT NAME	QTY.	TYPE
		Pollinator Seed Mix (Dry to Mesic) Available through Minnesota Native Landscapes	306,143 sf	Seed
		Pollinator Seed Mix (Wet Mesic) Available through Minnesota Native Landscapes	4,497 sf	Seed
		Sedge Meadow Seed Mix Available through Minnesota Native Landscapes	7,354 sf	Seed
		Stormwater Basin Seed Mix Available through Minnesota Native Landscapes	8,551 sf	Seed

NOTES

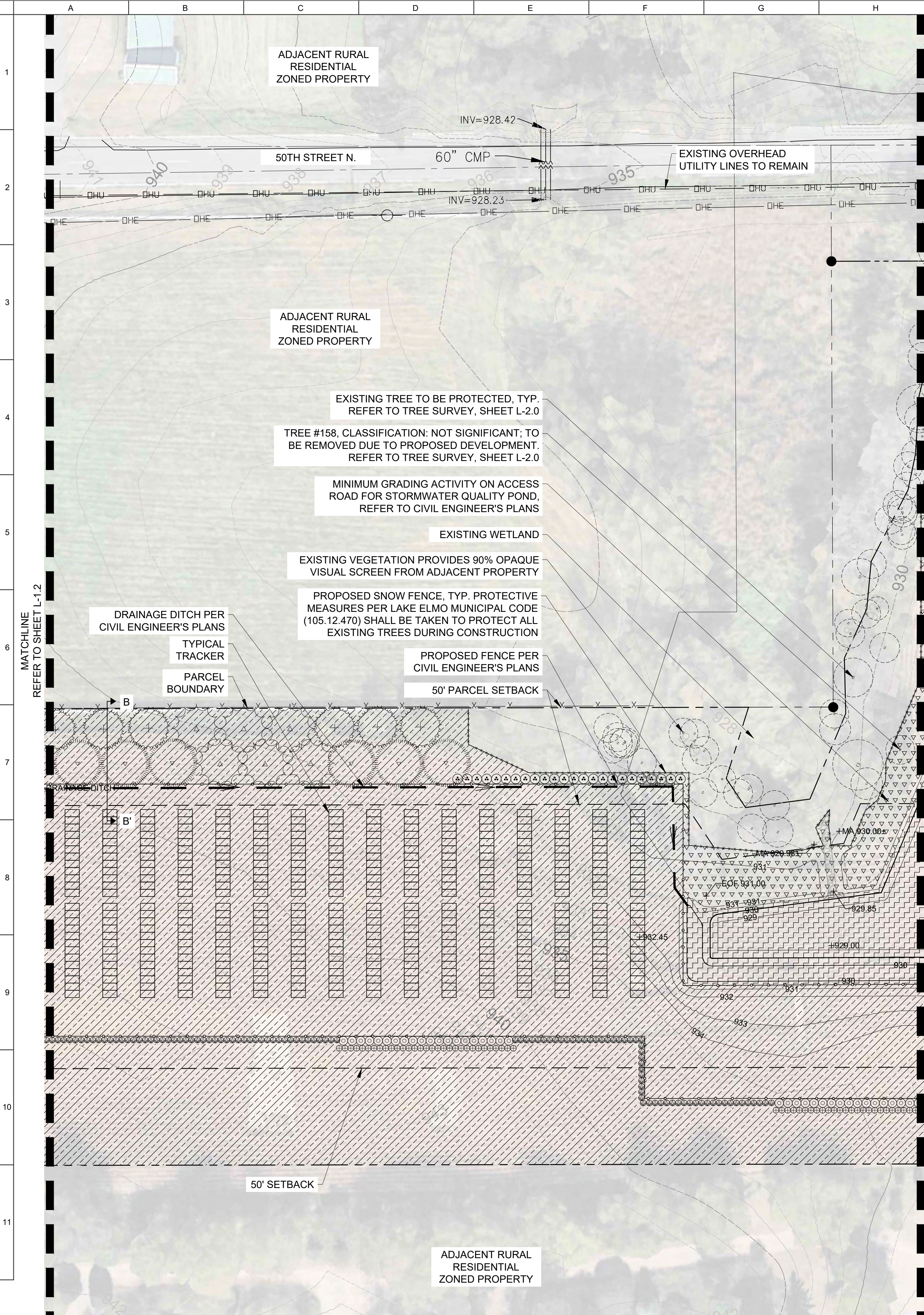
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PLANTING NOTES:

- THE PROPOSED SCREENING CONSISTS OF 2,612 LINEAR FEET OF SPECIFIED PLANT MATERIAL.
- ALL LANDSCAPE PLANS AND INSTALLATIONS SHALL COMPLY WITH THE CITY OF LAKE ELMO DESIGN GUIDELINES, CODES AND REGULATIONS.
- PLANTING MATERIAL SHALL MEET NURSERY STANDARD CROWN WIDTH AND HEIGHT FOR THE SPECIFIED CONTAINER SIZE (REFER TO ANSI Z60.1-2014 OR MOST CURRENT VERSION).
- PLANTS TO BE INSTALLED PER MNLA & ANSI STANDARD PLANTING PRACTICES.
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PLANTING LEGEND

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GROUNDCOVERS

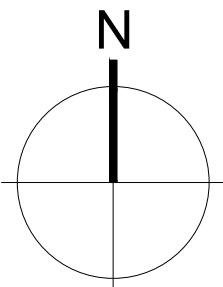
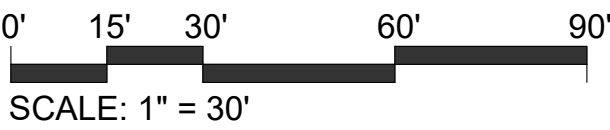
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PROJECT

CEF LAKE ELMO
COMMUNITY SOLAR, LLC.

ADDRESS

10755 50TH ST. N.
LAKE ELMO, MN 55042

DRAWING

TITLE:
PLANTING PLAN
SHEET NUMBER:
L-1.1

SCALE:
1"=30'

DRAWN BY:
AES

CHECKED BY:
JRS

DATE:
03/08/2022

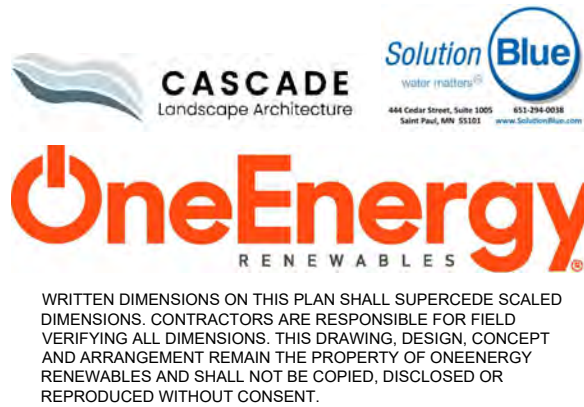
REVISIONS:

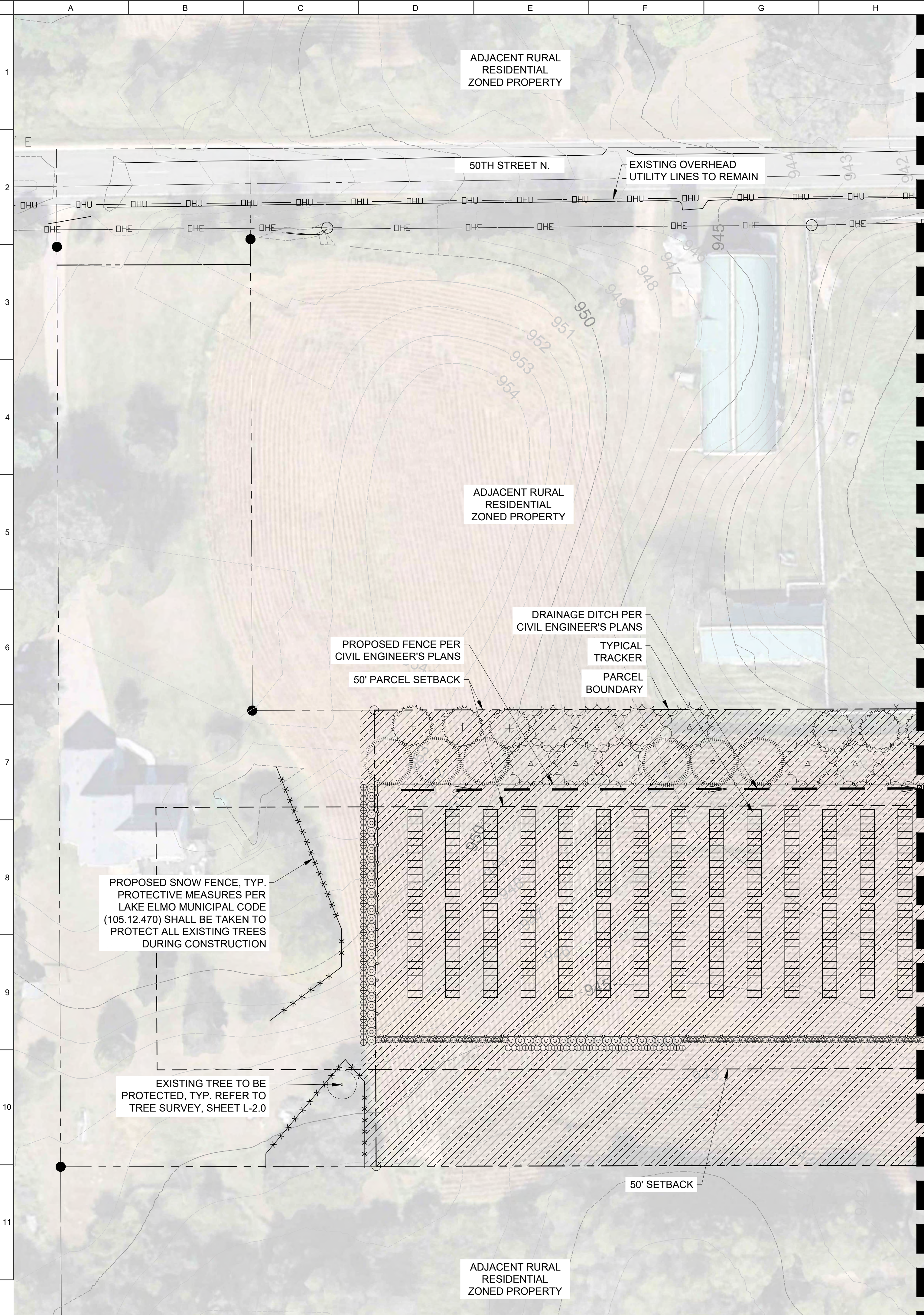
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REVISION LOG:

LEGEND





CITY OF LAKE ELMO CODE REQUIREMENTS

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PLANTING LEGEND

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SHRUBS

SYMBOL	KEY	PLANT NAME	QTY.	SIZE	SPACING	GROWTH RATE
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GROUNDCOVERS

SYMBOL	KEY	PLANT NAME	QTY.	TYPE
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PROJECT

CEF LAKE ELMO
COMMUNITY SOLAR, LLC.

ADDRESS

10755 50TH ST. N.
LAKE ELMO, MN 55042

DRAWING

TITLE:
PLANTING PLAN
SHEET NUMBER:
L-1.2

SCALE:
1"=30'

DRAWN BY:
AES

CHECKED BY:
JRS

DATE:
03/08/2022

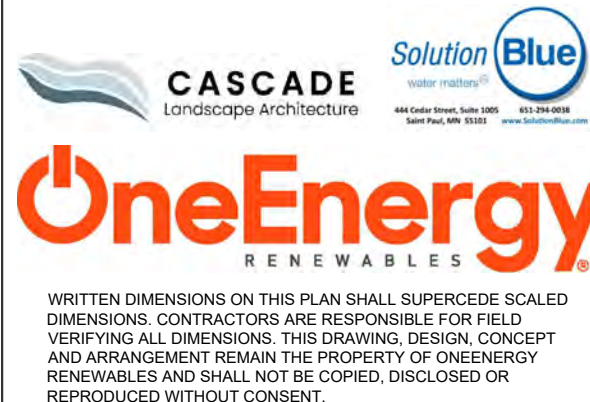
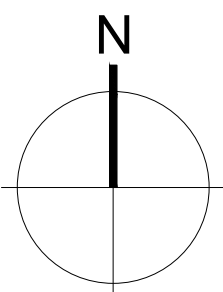
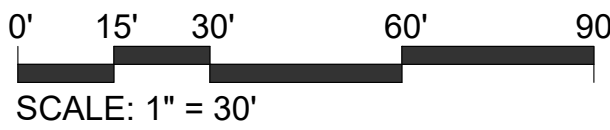
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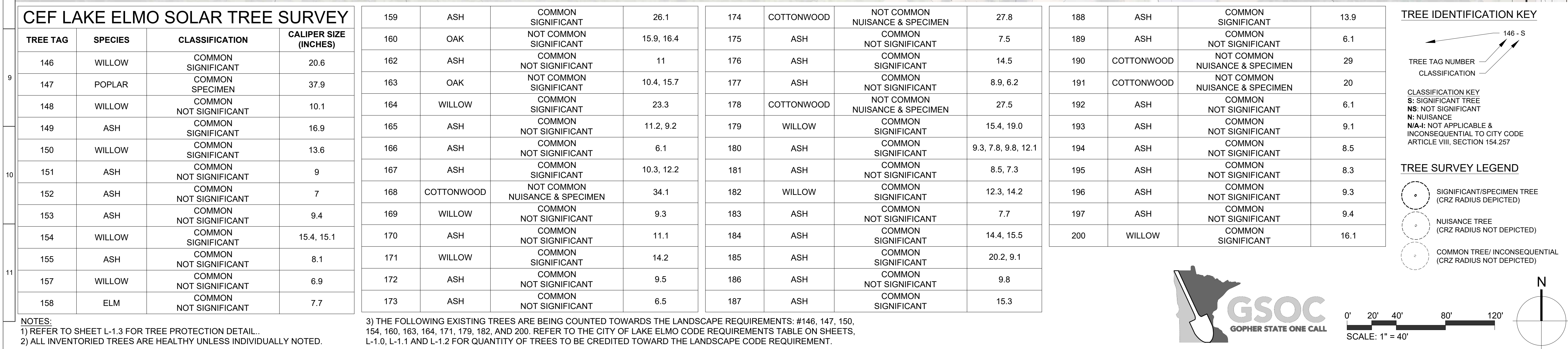
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REVISION LOG:

LEGEND





LEGEND

CEF LAKE ELMO SOLAR TREE SURVEY

TREE TAG	SPECIES	CLASSIFICATION	CALIPER SIZE (INCHES)
146	WILLOW	COMMON SIGNIFICANT	20.6
147	POPLAR	COMMON SPECIMEN	37.9
148	WILLOW	COMMON NOT SIGNIFICANT	10.1
149	ASH	COMMON SIGNIFICANT	16.9
150	WILLOW	COMMON SIGNIFICANT	13.6
151	ASH	COMMON NOT SIGNIFICANT	9
152	ASH	COMMON NOT SIGNIFICANT	7
153	ASH	COMMON NOT SIGNIFICANT	9.4
154	WILLOW	COMMON SIGNIFICANT	15.4, 15.1
155	ASH	COMMON NOT SIGNIFICANT	8.1
157	WILLOW	COMMON NOT SIGNIFICANT	6.9
158	ELM	COMMON NOT SIGNIFICANT	7.7

NOTES:

1) REFER TO SHEET L-1.3 FOR TREE PROTECTION DETAIL.

2) ALL INVENTORIED TREES ARE HEALTHY UNLESS INDIVIDUALLY NOTED.

159	ASH	COMMON SIGNIFICANT	26.1
160	OAK	NOT COMMON SIGNIFICANT	15.9, 16.4
162	ASH	COMMON NOT SIGNIFICANT	11
163	OAK	NOT COMMON SIGNIFICANT	10.4, 15.7
164	WILLOW	COMMON SIGNIFICANT	23.3
165	ASH	COMMON NOT SIGNIFICANT	11.2, 9.2
166	ASH	COMMON NOT SIGNIFICANT	6.1
167	ASH	COMMON SIGNIFICANT	10.3, 12.2
168	COTTONWOOD	NOT COMMON NUISANCE & SPECIMEN	34.1
169	WILLOW	COMMON NOT SIGNIFICANT	9.3
170	ASH	COMMON NOT SIGNIFICANT	11.1
171	WILLOW	COMMON SIGNIFICANT	14.2
172	ASH	COMMON NOT SIGNIFICANT	9.5
173	ASH	COMMON NOT SIGNIFICANT	6.5

3) THE FOLLOWING EXISTING TREES ARE BEING COUNTED TOWARDS THE LANDSCAPE REQUIREMENTS: #146, 147, 150, 154, 160, 163, 164, 171, 179, 182, AND 200. REFER TO THE CITY OF LAKE ELMO CODE REQUIREMENTS TABLE ON SHEETS, L-1.0, L-1.1 AND L-1.2 FOR QUANTITY OF TREES TO BE CREDITED TOWARD THE LANDSCAPE CODE REQUIREMENT.

174	COTTONWOOD	NOT COMMON NUISANCE & SPECIMEN	27.8
175	ASH	COMMON NOT SIGNIFICANT	7.5
176	ASH	COMMON SIGNIFICANT	14.5
177	ASH	COMMON NOT SIGNIFICANT	8.9, 6.2
178	COTTONWOOD	NOT COMMON NUISANCE & SPECIMEN	27.5
179	WILLOW	COMMON SIGNIFICANT	15.4, 19.0
180	ASH	COMMON SIGNIFICANT	9.3, 7.8, 9.8, 12.1
181	ASH	COMMON NOT SIGNIFICANT	8.5, 7.3
182	WILLOW	COMMON SIGNIFICANT	12.3, 14.2
183	ASH	COMMON NOT SIGNIFICANT	7.7
184	ASH	COMMON SIGNIFICANT	14.4, 15.5
185	ASH	COMMON SIGNIFICANT	20.2, 9.1
186	ASH	COMMON NOT SIGNIFICANT	9.8
187	ASH	COMMON SIGNIFICANT	15.3

188	ASH	COMMON SIGNIFICANT	13.9
189	ASH	COMMON NOT SIGNIFICANT	6.1
190	COTTONWOOD	NOT COMMON NUISANCE & SPECIMEN	29
191	COTTONWOOD	NOT COMMON NUISANCE & SPECIMEN	20
192	ASH	COMMON NOT SIGNIFICANT	6.1
193	ASH	COMMON NOT SIGNIFICANT	9.1
194	ASH	COMMON NOT SIGNIFICANT	8.5
195	ASH	COMMON NOT SIGNIFICANT	8.3
196	ASH	COMMON NOT SIGNIFICANT	9.3
197	ASH	COMMON NOT SIGNIFICANT	9.4
200	WILLOW	COMMON SIGNIFICANT	16.1

TREE IDENTIFICATION KEY

146 - S

TREE TAG NUMBER

CLASSIFICATION

CLASSIFICATION KEY
S: SIGNIFICANT TREE
NS: NOT SIGNIFICANT
N: NUISANCE
N/A-I: NOT APPLICABLE & INCONSEQUENTIAL TO CITY CODE ARTICLE VIII, SECTION 154.257

TREE SURVEY LEGEND

SIGNIFICANT/SPECIMEN TREE (CRZ RADIUS DEPICTED)

NUISANCE TREE (CRZ RADIUS NOT DEPICTED)

COMMON TREE/ INCONSEQUENTIAL (CRZ RADIUS NOT DEPICTED)

0'20'40'80'120'

SCALE: 1" = 40'

N


CASCADIA
 LANDSCAPE ARCHITECTURE


Solution Blue
 ENERGY CONSULTANTS
 4000 West 9th, Suite 100
 East Van, BC V6P 0B5
 TEL: 604.681.1100
 WWW.BLUEENERGY.COM


OneEnergy
 RENEWABLES

WRITTEN DIMENSIONS ON THIS PLAN SHALL SUPERCEDE SCALE DIMENSIONS. CONTRACTORS ARE RESPONSIBLE FOR FIELD VERIFYING ALL DIMENSIONS. THIS DRAWING, DESIGN, CONCEPT AND ARRANGEMENT REMAIN THE PROPERTY OF ONEENERGY RENEWABLES AND SHALL NOT BE COPIED, DISCLOSED OR REPRODUCED WITHOUT CONSENT.

MEMORANDUM

FOCUS ENGINEERING, inc.

Cara Geheren, P.E.	651.300.4261
Jack Griffin, P.E.	651.300.4264
Ryan Stempski, P.E.	651.300.4267
Chad Isakson, P.E.	651.300.4283

Date: November 13, 2021

To:	Jane Kansier, AICP, Planning Consultant Molly Just, Planning Director	Re:	OneEnergy Solar Garden – 10755 50th Street N. Engineering Review Comments
Cc:	Chad Isakson, P.E., Assistant City Engineer		
From:	Jack Griffin, P.E., City Engineer		

An engineering review has been completed for the OneEnergy – CEF Community Solar Garden Conditional Use Permit Application received on October 22, 2021. The project is proposed for construction and operation on the property located at 10755 50th Street North. The submittal consisted of the following documentation:

- Project Report and Narrative prepared by One Energy and dated September 8, 2021.
- Site Plan dated September 7, 2021.
- Stormwater Management Plan dated October 13, 2021.
- Landscape Plan dated August 27, 2021.
- Wetland Delineation date July 1, 2021.

STATUS/FINDINGS: Engineering review comments have been provided as outlined below. Site Plan revisions and additional design detail will be required to facilitate City review and approval.

RIGHT-OF-WAY PRESERVATION

- The Site Plan shows right-of-way preservation along 50th Street North, measured 59 feet from the existing centerline. The minimum right-of-way preservation must be 60 feet. In addition, all setbacks along 50th Street North and Lake Elmo Avenue should be measured from the roadway preservation easements/rights-of-way (60-feet from existing centerlines). Right-of-way preservation is required per the Lake Elmo and Washington County 2040 Comprehensive Plans (2-lane undivided Collector Roadways).

SITE ACCESS

- One new access is proposed to the site from 50th Street North. No site access is shown from Lake Elmo Avenue. Access to Lake Elmo Avenue should be prohibited as presented.
- The site access along 50th Street North must be relocated to be as far west as possible, and no closer than 350 feet from the Lake Elmo Avenue intersection (as measured from the west paved shoulder). The driveway relocation is required to minimize future conflicts with the construction of a future right and left turn lane along 50th Street North. The future turn lanes will be required to meet State Aid design standards when constructed along 50th Street North (Municipal State Aid Route) for the City to be able to use State Aid funding for the turn lane construction.
- One 16-foot wide (16) gravel service road is proposed. Per City ordinance, all portions of the driveway to be located within the public right-of-way must be paved.

SITE PLAN APPROVAL

- Prior to the start of any construction, Civil Site Construction Plans must be prepared and submitted for City review and approval. The plans must be prepared and signed by a registered professional engineer in the State of Minnesota and the plans must be prepared in accordance with the City Design Standards and Plan Format requirements.
- An existing conditions plan is required to facilitate a detailed review by the City and site plan revisions may be required due to new information provided in the detailed plans. Existing conditions must include scaled full size plan sets (no greater than 1" = 50' scale) and include all property, right-of-way and easement lines, a detailed topographic survey including contours at 2' intervals or less, include all public and private utilities along the public rights-of-way and for a minimum distance of 150 feet from the construction limits, and include delineated wetlands and wetland buffers. Public and private utility information must include utility type, pipe material and size, inverts (when applicable) and location as surveyed in the field.
- The site plan indicates that wetland locations are shown from GIS database information. A wetland delineation will be required and the Site Plans must be updated to include the delineated wetlands and required wetland buffers meeting the City and watershed requirements.
- The 3-new proposed Xcel Energy above ground power poles, to be installed to support the site interconnection, must be installed a minimum of 55 feet south of the centerline of 50th Street to locate the utilities within the designated utility corridor for the roadway right-of-way.
- No waste water management or drinking water supply is required to support the proposed site development.

STORMWATER MANAGEMENT

- The Site Plan shows a potential stormwater infiltration basin intended to address stormwater management requirements and storm water calculations were submitted to support the basin sizing. However, the site is subject to a storm water management plan meeting State, Watershed District and City rules and a permit will be required from the Valley Branch Watershed District (VBWD). The Stormwater Management Plan must therefore be revised and resubmitted, demonstrating compliance with City and VBWD rules, and must be prepared and signed by a registered professional engineer in the State of Minnesota.
- The Stormwater Management Plan must provide a pre and post condition rate control analysis of the site, including pre and post condition drainage maps. The SWMP must demonstrate rate control is provided for all points of discharge from the site. Overland emergency overflows or outlets are required to be shown on the plans. The 100-year high water flood level (HWL) must be shown on the plans for all water bodies (wetlands) and storm water facilities, and the 100-year high water flood level (HWL) must be fully contained within private property or easements.
- The construction of an infiltration basin is proposed for the site. Soil borings must be provided as part of the Site Plans to demonstrate that the facility will be constructed in soils that are conducive to infiltration practices and the infiltration rate for the design must be based on the soil investigation.
- To the extent adjacent properties are impacted by storm water management discharges, written permission from those properties must be submitted as part of the development application.
- The storm water facilities constructed for this site should remain privately owned and maintained. The applicant will be required to execute and record a Stormwater Maintenance and Easement Agreement in the City's standard form of agreement. Even as privately owned and maintain facilities, maintenance access roads meeting the City engineering design standards must be provided for access to all storm water facilities.

Lake Elmo Fire Department

Memorandum

To: Jane Kansier, AICP

From: Dustin Kalis, Fire Chief

Date: 11/12/2021

Re: Land Use Review Request - CEF Lake Elmo Community Solar Garden



The Lake Elmo Fire Department has completed a land use review of CEF Lake Elmo Community Solar Garden based on the Lake Elmo Planning Department packet dated 10/22/21 with the following comments:

- 1) The installation and use of gates shall be in compliance with the fire code. If a gate(s) is to be installed, provide more detailed information for review.
- 2) A Fire Department lock box is required for emergency access to building at an approved location(s) and provide keys for emergency access into the property and any controls necessary for emergency use or shut down.
- 3) Site address numbers shall be plainly visible from the street fronting the property and shall contrasting color from the background.
- 4) A clear, brush-free area of 10 feet (3048 mm) shall be required for ground-mounted photovoltaic arrays.

Codes and Standards Used for this Review

This review is based on the following codes and standards as adopted and in effect in the State of Minnesota at the time of plan submittal.

- 2020 Minnesota State Fire Code

“Proudly Serving Neighbors & Friends”

Jane Kansier

From: Sonsalla, Sarah J. <SSonsalla@Kennedy-Graven.com>
Sent: Thursday, November 11, 2021 11:23 AM
To: Jane Kansier
Cc: Molly Just; Sonsalla, Sarah J.
Subject: RE: Land Use Review Request - CEF Lake Elmo Community Solar Garden

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Jane,

I reviewed the application materials for the community solar garden CUP. My only comment relates to decommissioning of the project. The applicant is proposing to provide the City with a letter of credit in the amount of \$15,000 that the City can use in the event that the modules are no longer in use. This can be used to remove the modules from the site and dispose of them if the owner of the property or the operator of the solar garden does not take care of it. The City should determine whether \$15,000 is a sufficient amount to cover its costs in this type of circumstance.

In line with this issue, I would also recommend that there be a condition in the conditional use permit that requires the owner of the property and/or the operator to remove the modules and equipment after a certain amount of time after the project is decommissioned (i.e. 90 days or something like that). In the event that it is not removed by that time, the City should be given permission to enter the property to remove it and recover its costs from the letter of credit. In the event that the letter of credit is insufficient to cover the City's costs, the City should be able to certify the costs against the property and collect the costs with the property taxes.

There should also be a condition that the letter of credit must be in good standing at all times, so in the event that it is not renewed or cancelled, the City may revoke the conditional use permit.

Let me know if you have any questions.

Thanks!

Sarah

Sarah J. Sonsalla | Attorney | Kennedy & Graven, Chartered | 150 South Fifth Street, Suite 700 | Minneapolis, MN 55402 | direct: 612.337.9284 | fax: 612.337.9310 | e-mail: ssonsalla@kennedy-graven.com

From: Jane Kansier <Jane.Kansier@bolton-menk.com>
Sent: Friday, October 22, 2021 11:35 AM
To: Jack Griffin <Jack.Griffin@focusengineeringinc.com>; chad.isakson@focusengineeringinc.com; Sonsalla, Sarah J. <SSonsalla@Kennedy-Graven.com>; jhanson@barr.com; transportation@co.washington.mn.us; Marty Powers <MPowers@lakeelmo.org>; Dustin Kalis <DKalis@lakeelmo.org>; jtaylor@lakeelmo.org; Harding, Sarah <Sarah.Harding@stantec.com>; Niday, Jenna <jenna.niday@stantec.com>
Cc: Molly Just <MJust@lakeelmo.org>; Diane Wendt <DWendt@lakeelmo.org>; Corrin Bemis <Corrin.Bemis@bolton-menk.com>
Subject: Land Use Review Request - CEF Lake Elmo Community Solar Garden

Good morning.

File: 227704555

To: Molly Just, City of Lake Elmo Planning Director

From: Sarah Harding, Landscape Architect
Jenna Niday, Landscape Designer

Subject: City of Lake Elmo Conditional Use Permit Review
CEF Lake Elmo Community Solar Review #1

Date: November 12, 2021

Submittals

- Landscape Plan, dated 8-27-2021, received 10-22-2021.

Location: Southwest quadrant of the intersection of 50th Street North & Lake Elmo Avenue North, Lake Elmo, MN

Land Use Category: Rural Residential

Surrounding Land Use: Rural Residential

Tree Preservation:

A tree survey/preservation plan is not required for the proposed project. Per tree preservation code section 154.257.C.1.a.iii, the applicant has demonstrated that no major grading activity will occur onsite, and all trees will be preserved.

- If a tree survey is conducted, any existing, healthy, common or significant trees found onsite could potentially offset code required trees, specified below. Common and significant trees are defined in tree preservation code 154.257.B.

Alternative Energy:

Per alternative energy code 154.308:

- (A.2) Solar farms are required to be screened and fenced as determined by the City from adjacent residential properties. Screening requirements are further defined below.

Landscape Requirements:

A landscape plan has been submitted that **does not** include all requirements.

- The landscape plan does not include required City standard notes and details.

Per landscape code 154.258:

- (A.2) Methods for protecting existing trees and other landscape material are required.
- (A.3) Native grass ground cover seed mixes shall be specified as needed for any restored wetlands, wetland buffers, upland perennial permanent ground covers, and biofiltration basins.
- (A.5) Details and cross sections of screening are required.
- (C.1) A minimum of one (1) tree is required for every fifty (50) feet of street frontage.
- (C.2) A minimum of five (5) trees are required for every one (1) acre of land that is developed or disturbed by development activity.

November 12, 2021

Molly Just
Planning Director
City of Lake Elmo
Page 2 of 2

	Code Required	Proposed	
Street frontage	1092		Lineal Feet
Lake Shore	0		Lineal Feet
Stream Frontage	0		Lineal Feet
Total Linear Feet	1092		Lineal Feet
/50 Feet = Required Frontage Trees	22	0	Trees
Development or Disturbed Area	-		SF
Development or Disturbed Area	5.5		Acres
*5 = Required Development Trees	28	0	Trees
Interior Parking Lot Spaces*	0		Spaces
/10 = Required Parking Lot Trees	0	0	Trees
Perimeter Parking Lot Frontage Length	0		Lineal Feet
/50 = Required Frontage Strip Trees	0	0	Trees
Required Mitigation Trees	0	0	
Required Number of Trees	50	0	

- (F) Screening shall be used to provide visual and noise separation of intensive uses from less intensive uses. Where screening is required in the City Code between uses or districts, it shall consist of either a masonry wall or fence in combination with landscape material that forms a screen at least six (6) feet in height, and not less than ninety percent (90%) opaque on a year-round basis. Landscape material shall include trees, planted at a minimum of one deciduous or coniferous tree per forty (40) linear feet along the property line. Additional landscape material such as shade trees or trellises may be required to partially screen views from above.

Recommendation:

It is recommended that a condition of approval include:

- Submittal of a revised landscape plan meeting the code requirements as noted above.

Stantec Consulting Services Inc.



Sarah Harding, PLA (MN)

City of Lake Elmo Municipal Landscape Architect

P: 952-334-4838

E: sarah.harding@stantec.com

File: 227704555

To: Molly Just, City of Lake Elmo Planning Director

From: Sarah Harding, Landscape Architect

Subject: City of Lake Elmo Conditional Use Permit Review
CEF Lake Elmo Community Solar Review #3

Date: March 2, 2022

Submittals:

- Landscape Plans, dated February 22, 2022, received February 23, 2022.

Review History:

- Initial landscape review on November 12, 2021.
- Resubmittal landscape review on January 26, 2022.

Location: Southwest quadrant of the intersection of 50th Street North & Lake Elmo Avenue North, Lake Elmo, MN

Land Use Category: Rural Residential

Surrounding Land Use: Rural Residential

Tree Preservation - 105.12.470:

A tree survey has been provided but is missing or is unclear as related to the following criteria:

- Tree condition (healthy, dead, diseased, or dying) is missing from the tree inventory.
- Some tree species are missing (labeled as 'other') from the inventory but are classified as Significant, Common, or Nuisance trees. Refer to the code definitions for Common, Deciduous Hardwood, Significant, Nuisance, Healthy, and Coniferous/evergreen trees to reflect the appropriate classification category based on species and caliper inch size.
- Preserved Healthy trees that are categorized as Common, Deciduous Hardwood, or Coniferous/Evergreen trees may count toward the landscape requirements in a 1:1 ratio (one preserved tree equals one required landscape tree).
 - Preserved Ash trees are not counted toward the landscape requirement per the code definition of Tree Pest and the nature of the Emerald Ash Borer.
- Current location of tree protection fencing near proposed 931 contour and Tree 163 is shown through the area of grading/construction activity. Adjust tree protection fencing to be outside of the grading limits and critical root zones of trees to remain.
- Tree 160 is listed as an Other species but classified as significant. Tree protection fencing is also shown within the critical root zone of this tree, therefore is not considered a tree that counts toward the landscape requirements at this time.
- Tree 158 is located outside of the tree protection fencing area and is not considered a tree that counts toward the landscape requirements at this time.
- Based on the above comments, Trees 146, 148, 150, 154, 157, 164, 169, 179, 182 and 200 could count as 10 trees toward the landscape requirements if healthy and preserved to remain. Additional information

such as species, tree condition, and tree protection fencing adjusted to save Tree 158 would need to be provided to verify whether additional trees could count toward the landscape requirements.

Landscape Requirements – 105.12.480:

A landscape plan has been submitted that meets code requirements.

- Watershed may have comments regarding screening fence, seed mixtures, planting, and plant species within the wetland once submitted for their review.

	Code Required	Proposed	Existing	
Street frontage	1092			Lineal Feet
Lake Shore	0			Lineal Feet
Stream Frontage	0			Lineal Feet
Total Linear Feet	1092			Lineal Feet
/50 Feet = Required Frontage Trees	22	22		Trees
Development or Disturbed Area	-			SF
Development or Disturbed Area	5.5			Acres
*5 = Required Development Trees	28	28		Trees
Interior Parking Lot Spaces*	0			Spaces
/10 = Required Parking Lot Trees	0	0		Trees
Perimeter Parking Lot Frontage Length	0			Lineal Feet
/50 = Required Frontage Strip Trees	0	0		Trees
Required Mitigation Trees	0	0		
Required Number of Trees	50			
Subtotal Trees		50	10+/-*	
Total Trees (Provided + Preserved Existing)			60 +/-	

* See Tree Preservation Section comments above.

March 2, 2022

Molly Just
Planning Director
City of Lake Elmo
Page 3 of 3

Standards for Alternative Energy – 105.12.560:

- Solar farms are required to be screened and fenced as determined by the City from adjacent residential properties. The landscape plan has been updated to indicate fencing and planting materials to meet this requirement.

Recommendation:

It is recommended that a condition of approval include:

- Submittal of an updated tree survey addressing comments above and revised landscape plan including the preserved, healthy trees to remain that can count toward the landscape requirements.

Stantec Consulting Services Inc.



Sarah Harding, PLA (MN)

City of Lake Elmo Municipal Landscape Architect

P: 952-334-4838

E: sarah.harding@stantec.com

Molly Just
Lake Elmo City Hall
3800 Laverne Avenue North
Lake Elmo MN 55042

Reference: Proposed 10755 50th Street North Conditional Use Permit

I am the trustee for the trusts that own 10711 50th Street North Lake Elmo MN 55042.

We received notice that a conditional use permit (CUP) is proposed for a 10 acre utility facility to potentially be constructed at the adjacent property 10755 50th Street along with what appears to be vendor provided site plan although it's not legible.

We have multiple concerns that we expect to be thoroughly and clearly addressed in the process of developing a CUP and I've listed below those that come immediately to mind:

Transmission Line

A megawatt utility facility requires a megawatt transmission line to deliver power to the grid. No such transmission line currently exists. It would be purpose built for this proposed facility and therefore properly needs to be part of this proposed CUP.

Any transmission line should be buried and not overhead – an overhead three phase high-voltage line would diminish property values and is obviously inconsistent with the rural character Lake Elmo has spend so much time and energy trying to maintain.

Scope of CUP

Shall include high voltage transmission line and the entire 10 acre site regardless of facility and/or equipment ownership and any Xcel Energy easement(s).

Limitations on Use

A CUP should explicitly prohibit cryptocurrency mining, on-site battery power store and any other use potentially requiring fan cooling.

All equipment on-site, including Xcel Energy equipment to be passively cooled.

No equipment or facilities shall be constructed or stored on this site not necessary for the day to day operation of the solar utility. I.e., spare parts, partial spools of wire, spare poles, trucks, pallets, etc, should be stored elsewhere.

A screening plan should be included.

Liability

The owner of this facility is liable for damage done to property, including trees, plants, etc. outside of the 10755 50th street location regardless of whether this done by Xcel Energy, the owner/operator, a subcontractor or the City of Lake Elmo.

Hours of Use

All work at this facility should be conducted during normal business hours except in an emergency with the exception of "momentary" work such a resetting a circuit breaker.

Emergency should consist of the imminent harm to equipment, property or human life. The loss of power generation capability does not constitute an emergency.

Sanitation

On-site sanitation should be provided for and detailed in a CUP.

Removal

All equipment, buildings and other facilities shall be removed if the power facility ceases to operate for 90 days.

Owner/operator shall promptly notify Lake Elmo in the event it anticipates it will cease to operate and in any case no later than immediately upon cessation of power generation.

Owner/Operator will purchase a bond to cover removal.

Bike Path

50th Street west of Lake Elmo Avenue gets very heavy bike traffic despite the lack of bike lanes or even a paved shoulder. It is clearly an ideal location for east-west bike path.

What impact would this proposed power generation facility and high voltage line have on a future bike path? Has the local biking community been made aware of this proposed CUP?

Additionally, I wanted to ask what permits if any have been applied for or granted already by the owner/operator, Xcel Energy or any sub-contractor?

The second week of November, the City of Lake Elmo performed maintenance on the right of way of (at least) 50th Street North without notice and cut down 50+ semi-dwarf maple trees that pre-date the road. This is the first time Lake Elmo has ever performed maintenance on the right of way.

Why was this done?

Will the city be compensating the property owners for the destruction of trees?

Since the trees were cut to the ground rather than being pulled, they will regenerate as bushes and spread unless the stumps are dug out. This is on the city to clean this up. When might we expect this to happen?

Finally, I wish to point out that installing a 10 acre utility facility at this location along with the required high voltage line is completely and fundamentally contrary to the City of Lake Elmo comprehensive plan that identifies and preserves this area as rural in nature. If this CUP for a decidedly industrial facility is approved, then the comprehensive plan for this area is clearly being abrogated.

Chris Boylan



1842 Juliet Ave
Saint Paul MN 55105

651-665-0035

boylan@actualsoftware.com



**City of Lake Elmo Planning Commission Meeting
Minutes of November 22, 2021**

Commission Chair Risner called to order the meeting of the Lake Elmo Planning Commission at 7:00 p.m.

COMMISSIONERS PRESENT: Risner, Graen, Mueller, Rehkamp, Steil, Vrieze

COMMISSIONERS ABSENT: Weeks

STAFF PRESENT: Planning Director Just

Pledge of Allegiance at 7:00 PM

Introduction of new Planning Commissioner Thomas Rehkamp

Approve Agenda:

M/S/P: Steil/Vrieze moved to approve the agenda. **Vote: 6-0, motion carried unanimously.**

Approve Minutes:

M/S/P: Graen/Mueller moved to approve the Planning Commission minutes of October 25th, 2021. **Vote: 6-0, motion carried unanimously.**

Public Hearings:

Conditional Use Permit- 10755 50th Street N

CEF Lake Elmo Community Solar has applied for a Conditional Use Permit for the construction and operation of a solar farm on the property located at 10755 50th Street N (PID#1102921110003). The proposed solar photovoltaic ("PV") project has a maximum size of 1,000 kilowatts ("KW") alternating current ("AC"). The Applicant has a Solar Energy Option Agreement to lease up to 10 acres with the Manzara family to enable construction and operations of the project.

Director Just gave staff report and presentation.

Staff is recommending approval of the request subject to meeting the conditions of approval listed in this report.

Applicant Katelyn Larkin gave presentation: This Application is for a Conditional Use Permit to construct a 1 megawatt solar PV project on approximately 7 acres of land. The Project will be constructed on land currently used for agriculture. No wetlands, forests, or biologically sensitive areas will be impacted by the Project. The Project will not produce any adverse impacts on surrounding properties, as it has been designed to avoid perceptible glare and noise, will not generate traffic or emissions once built. Additionally, the Project will not place any new burdens on City infrastructure, as no new water or sewer utilities are required. Conversely, the Project will support healthier air and soils through local renewable energy generation and use of pollinator habitat in site stabilization.

Public hearing opened at 7:23 PM

Chris Boylan, 10711 50th Street N, has concerns regarding impact of sound issues and asked for a noise study.

George Crocker, 5093 Keats Ave N, is in support of the solar garden.

Tony Manzara, 5050 Kirkwood Ave N, is in support of the solar garden

Colleen Walsh, 10830 50th Street N, is not in support of the solar garden, as it impacts her parcel. Julie Andrich, on behalf of Bev Rieks, 4564 Kimbro Ave N, is not in support of the solar garden, as it impacts this parcel.

Applicant, Dan Grantier, 5027 36th Avenue South, Minneapolis, with Cooperative Energy Futures, spoke in response to the concerns of the residents.

Richard Day, 11049 50th Street N, is not in support of the solar garden, as it impacts his parcel.

Public hearing closed at 7:46 PM

There was a discussion regarding the conditions of approval.

M/S/P: Graen/Mueller moved to recommend approval of the CUP for a solar farm with the listed conditions base on the finings listed in the presentation. **Vote: 6-0, motion carried unanimously.**

New/Unfinished Business

- a. **Royal Golf 4th Addition Final Plat** – South of 20th Street N and east of Lake Elmo Avenue N
US Home Corporation (Lennar) has submitted an application for a final plat to be known as Royal Golf 4th Addition. The final plat includes approximately 88 acres to be subdivided into 5 outlots for future development.

Director Just gave staff report and presentation.

M/S/P: Steil/Graen moved to recommend approval of the Royal Golf Club at Lake Elmo 4th Addition Final Plat based on the findings of fact and conditions outlined in the staff report. **Vote: 6-0, motion carried unanimously.**

Communications/Updates

- a. City Council Update
 - 11-03-2021 Meeting –Crossroads East Final Plat and PUD - Approved
 - 11-16-2021 Meeting – Krueger Tree Farm IUP – interim use for photography was approved, expansion IUP building has been postponed.
- b. Staff Updates
- c. Upcoming PC Meetings:
 - 1. December 13, 2021 - No public hearings, review the Work Plan
 - 2. December 27, 2021 - (Cancelled)
 - 3. January 10, 2022

Meeting adjourned at 8:26 PM.

Respectfully submitted,

Diane Wendt

Permit Technician

**CITY OF LAKE ELMO
WASHINGTON COUNTY
STATE OF MINNESOTA**

RESOLUTION 2022-026

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR THE
CONSTRUCTION AND OPERATION OF A SOLAR FARM ON THE PROPERTY
LOCATED AT 10755 50TH STREET NORTH**

WHEREAS, the City of Lake Elmo is a municipal corporation organized and existing under the laws of the State of Minnesota; and

WHEREAS, CEF Lake Elmo Community Solar, LLC (the “Applicant”) has submitted an application to the City of Lake Elmo (the “City”) for a Conditional Use Permit for the construction and operation of a solar farm on the property located at 10755 50th Street North (PID# 11.029.21.11.0003) (the “Property”); and

WHEREAS, the Lake Elmo Planning Commission held a public hearing on said matter on November 22, 2021; and

WHEREAS, the Lake Elmo Planning Commission has submitted its report and recommendation to the City Council as part of a Staff Memorandum dated March 15, 2022; and

WHEREAS, the City Council considered said matter at its March 15, 2022 meeting; and

NOW, THEREFORE, based on the testimony elicited and information received, the City Council makes the following:

FINDINGS

- 1) That the procedures for obtaining said Conditional Use Permit are found in the Lake Elmo Zoning Ordinance, Section 105.12.290.
- 2) That all the submission requirements of said Section 105.12.290 have been met by the Applicant.
- 3) That the proposed Conditional Use Permit is for the construction and operation of a solar farm on the property located at 10755 50th Street North.
- 4) The proposed use will not be detrimental to or endanger the public health, safety, comfort, convenience or general welfare of the neighborhood or the city. ***The proposed use will not be detrimental or in any way endanger the public health, safety, comfort. Conditions intended to mitigate any potential impact have been included in the CUP, and include items such as screening, setbacks, and stormwater management.***

- 5) The use or development conforms to the City of Lake Elmo Comprehensive Plan. ***Chapter 3 of the Comprehensive Plan notes the City has incorporated standards into their zoning ordinances regarding siting of structures and buildings to support access to solar resources. Given the City's dominant residential landscape pattern, options for private property owners including individual homeowners and homeowners' associations to capitalize on solar energy are supported by the City's adopted ordinances and official controls.***
- 6) The use or development is compatible with the existing neighborhood. ***The proposed use is permitted in the Rural Residential District subject to a CUP. With conditions, the use is compatible with the existing neighborhood.***
- 7) The proposed use meets all specific development standards for such use listed in Article 7 of this Chapter. ***The proposed use will meet the specific development standards for a solar facility with specific conditions.***
- 8) If the proposed use is in a flood plain management or shoreland area, the proposed use meets all the specific standards for such use listed in Chapter 150, §150.250 through 150.257 (Shoreland Regulations) and Chapter 152 (Flood Plain Management). ***The property is located outside the 0.2% annual chance floodplain and shoreland area.***
- 9) The proposed use will be designed, constructed, operated and maintained so as to be compatible in appearance with the existing or intended character of the general vicinity and will not change the essential character of that area. ***The proposed use will be compatible in appearance with the existing and intended character of the general vicinity and will not change the essential character of the area.***
- 10) The proposed use will not be hazardous or create a nuisance as defined under this Chapter to existing or future neighboring structures. ***The proposed use will not be hazardous or create a nuisance. To help ensure this, the staff is recommending conditions for screening and decommissioning.***
- 11) The proposed use will be served adequately by essential public facilities and services, including streets, police and fire protection, drainage structures, refuse disposal, water and sewer systems and schools or will be served adequately by such facilities and services provided by the persons or agencies responsible for the establishment of the proposed use. ***No wastewater or city water facilities are needed to serve this site. The site is otherwise adequately served by existing City services.***
- 12) The proposed use will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community. ***The proposed use will not create excessive additional requirements at public cost.***
- 13) The proposed use will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property or the general

welfare because of excessive production of traffic, noise, smoke, fumes, glare or odors.
The proposed use will generate few trips per year on the site.

- 14) Vehicular approaches to the property, where present, will not create traffic congestion or interfere with traffic on surrounding public thoroughfares. ***The proposed use should not create traffic congestion or interfere with traffic on surrounding public streets.***
- 15) The proposed use will not result in the destruction, loss or damage of a natural or scenic feature of major importance. ***The proposed use will not impact a natural or scenic feature.***
- 16) That, in accordance with City Code Section 105.12.290, the Applicant's proposed use of the Property as a solar farm shall be permissible under the Conditions 1-9 as provided in the decision below, and incorporated herein:

DECISION

NOW, THEREFORE, BE IT FURTHER RESOLVED, and based upon the information received and the above Findings, that the City Council of the City of Lake Elmo hereby approves the request by CEF Lake Elmo Community Solar, LLC for a Conditional Use Permit for the construction and operation of a solar farm on the property located at 10755 50th Street North, and grants the same, subject to the following conditions of approval:

Prior to issuance of City permits for the project:

- 1) Stormwater Management: A stormwater management plan meeting all State, Watershed District and City rules is required and a permit must be obtained from the Valley Branch Watershed District. These required details must be included.
 - a. Soil borings will be required for infiltration basins.
 - b. If adjacent properties are impacted by stormwater discharge, written permission from those property owners is required.
 - c. The storm water facilities must remain privately owned and maintained.
 - d. A Stormwater Maintenance and Easement Agreement in the City's standard form is required.
- 2) The applicant must provide to the City Engineer a statement from a qualified engineer certifying the foundation and design of the solar panels, racking and support is within accepted professional standards, given local soil and climate conditions.
- 3) The City's Landscape Architect shall review and respond to the updated landscaping plans dated March 8, 2022.
- 4) The applicant must provide an approved interconnection agreement with Xcel.

- 5) The applicant must provide a letter of credit in the amount of \$120,652 for decommissioning the site. The letter of credit must be in good standing at all times and issued by a bank determined by the City to be solvent and creditworthy. The letter of credit shall be in a form approved by the City. In the event the letter of credit is not renewed or is cancelled, the City may revoke the conditional use permit.
- 6) The applicant must obtain all other necessary City, State, and other governing body permits prior to the commencement of any construction activity on the parcel including but not limited to an approved stormwater management plan, utility plans, grading plan, and building permits

General:

- 7) Gate access to the site must be in compliance with the Lake Elmo Fire Department Emergency Vehicle Access Policy.
- 8) The modules and equipment on the site must be removed within 90 days after the site is no longer operational or has not operated continuously for 12 months. In the event that it is not removed by that time, the City has permission to enter the property to remove it and recover its costs from the letter of credit. In the event that the letter of credit is insufficient to cover the City's costs, the City shall certify the costs against the property and collect the costs with the property taxes.

Passed and duly adopted this 15th day of March, 2022 by the City Council of the City of Lake Elmo, Minnesota.

Charles Cadenhead, Mayor

ATTEST:

Julie Johnson, City Clerk



DATE: 3/15/2022

REGULAR

ITEM #:

TO: City Council

FROM: Marty Powers, Public Works Director

AGENDA ITEM: Scheduled Well 4 Inspection & Maintenance

REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND: The City of Lake Elmo Public Works is committed to providing quality potable water that is readily available for consumption and fire protection to all connections within the city water supply. The City of Lake Elmo has three well in service that provide drinking water to the community. The Environmental Protection Agency – (EPA) mandates that each state drinking water agency inspect its system regularly, including towers every 3-5 years and wells every 5 to 10 years based off performance. Minnesota Rural Water Association and Minnesota Department of Health recommends an annual above ground inspection be completed on each well.

Well #4 was drilled in 2014 and is located at 11210 50th St. The depth of the well is 290 feet and has not yet been pulled for inspection or maintenance. With well #5 now on line we are comfortable taking well #4 off line outside of irrigation season. Annual above ground inspection are being completed on all city wells each year as recommended.

ISSUE BEFORE COUNCIL: Should the City Council approve the scheduled maintenance to the Well #4?

PROPOSAL DETAILS/ANALYSIS: Proceeding with the maintenance and repairs of Well #4 will benefit the city and its citizens by proactively reducing well issues so we can continue providing adequate drinking water and fire protection.

Two proposals were collected for the maintenance of the well. McCarthy Well has completed Lake Elmo's well servicing for over 30 years and has the knowledge of each wells performance. Traut Well Co. did not have availability in its schedule until after April 1st, which would likely interfere with our irrigation season.

McCarthy Well Co. recently pulled and investigated the wells components. They were unable to unthread any of the column pipe couplings. The column pipes then had to be cut with a torch to separate and pull and will need to be replaced. This was an unexpected cost.

FISCAL IMPACT: McCarthy Well's proposal to complete the maintenance and repairs of Well #4 shall not exceed \$60,000 and will be funded through the Water CIP fund. Budgeted for Well #4's maintenance in 2022 was \$35,000. The cost exceeding the budget will be offset in the water budget by not contracting a lobbyist and for meter supplies not being purchased due to availability issues.

OPTIONS: Approve maintenance of well #4
Deny maintenance of well #4
Direct staff to further research options

RECOMMENDATION:

“Motion to approve McCarthy Well to complete the repairs and maintenance of well #4 for an amount not to exceed \$60,000”

ATTACHMENTS:

- McCarthy Well Co. proposal
- Traut Well Co. proposal
- McCarthy Well Co. repair proposal



McCarthy WELL COMPANY



MAIN OFFICE, SHOP & YARD • 590 CITATION DR. - SUITE I • SHAKOPEE, MN 55379-1862

"There is No Substitute for Experience"

Phone: (952) 854-5333 or (888) 854-5333 • Fax: (952) 445-1950

Date: 3/7/22

Company Representative: Bryce Barry

Quotation #: 202418

Attn: Marty Powers

City of Lake Elmo

3880 Laverne Ave North - CH

3445 Ideal Ave North - pub wks

Lake Elmo

MN 55042

"QUOTATION"

McCarthy Well Co disclaims any implied or express warranties or oral representations that this work will result in water of any particular quality, quantity, or duration.

Description	
I. Well #4 repairs	
21 sections of 10" column pipe	\$23,947.19
1 section of 1.5" ss shafting	\$670.55
2 shaft couplings ss 1.5"x3.50" 10TPI	\$175.47
22 spider bearing with inserts 10" x 2.50" w/1.50" inserts	\$10,577.10
Motor Reconditioning	\$3,908.99
Freight	\$1,500.00
Misc materials	\$1,250.00
Shop hours	\$5,541.25
Pull and set field hours	\$5,960.00
Complete Total	\$53,530.55

Please allow 4-6 weeks for delivery of the materials to our shop.

McCarthy Well Company has performed thousands of projects like the one described above. We have the knowledge and the experience to complete the work in a first class and timely manner.

Acceptance - If this proposal is acceptable, please sign and email this quotation back to us at bryce@mccarthywell.com. If you have any questions please call me at 952/854-5333. Thanks Bryce with McCarthy Well Company

THIS "QUOTATION", WHEN SIGNED BY AN OFFICER OF MCCARTHY WELL COMPANY WITHIN 30 DAYS OF THE DATE HEREON, WILL BE A BINDING CONTRACT BETWEEN THE PARTIES HERETO AND GOVERNED BY THE TERMS & CONDITIONS PRINTED ON THE FACE & REVERSE SIDE HEREOF.

I Certify That I Am Legally Authorized To Purchase Materials And/Or Labor To Be Furnished.

By _____ Title _____ Date _____

McCarthy Well Company

By _____ Title _____ Date _____

Your 24 Hour Full Service Well & Pump Company

Nation's Oldest • Northwest's Largest Water Producers

McCARTHY WELL COMPANY



590 Citation Drive - Suite I, Shakopee MN 55379-1862

Phone 952-854-5333 ~ Fax 952-445-1950

"THERE'S NO SUBSTITUTE FOR EXPERIENCE"



Date: 10/19/20

Attn: Marty Powers

City of Lake Elmo

3445 Ideal Ave North

Lake Elmo MN 55042

Re: Removal, repair and reinstallation of deep well pump #4.

Company Representative: Tim McCarthy

Quotation #: 202304

"QUOTATION"

McCarthy Well Co disclaims any implied or express warranties or oral representations that this work will result in water of any particular quality, quantity, or duration.

Description

I. McCarthy Well Company will furnish the necessary labor and equipment to remove the pump from the well; measure the well depth, static water level and casing depth; haul the pump to our shop for \$2,980.

II. At our shop your pump will be unloaded, disassembled, cleaned and inspected to determine the needed repairs. We will contact you to view the pump and discuss the materials needed to properly repair the pump. Upon receipt of your approval we will repair, reassemble and load the pump for reinstallation in the well. An accurate estimate of these costs cannot be made at this time since the condition of the components will not be known until they are removed from the well, disassembled, cleaned and inspected. We estimate the cost for shop labor and pump materials to repair the pump to be \$8,525.00 - \$26,291.00

III. After the repairs are completed we will return to the site; chlorinate the well; reinstall the pump; test operation of the system for \$2,980.

McCarthy Well Company has performed well and pump projects in Lake Elmo since 1924. We have the knowledge and the experience to complete the work in a first class and timely manner.

Payment Terms: Net 30 days from date of each invoice.

Acceptance - If this proposal is acceptable, please sign and fax this quotation back to us at 952-445-1950. Mail the blue copy with an original signature to us at the above address along with your down payment. If you have any questions please call me at 952-854-5333. Please allow 2 - 4 weeks for delivery of the materials to our shop.

Thank You For The Opportunity To Present This Proposal!

Page 1 of 1

THIS "QUOTATION", WHEN SIGNED BY AN OFFICER OF McCARTHY WELL COMPANY WITHIN 30 DAYS OF THE DATE HEREON, WILL BE A BINDING CONTRACT BETWEEN THE PARTIES HERETO AND GOVERNED BY THE TERMS & CONDITIONS PRINTED ON THE FACE & REVERSE SIDE HEREOF.

I Certify That I Am Legally Authorized To Purchase Materials And/Or Labor To Be Furnished.

By _____ Title _____ Date _____

McCarthy Well Company

By _____ CWD/PI Title _____ President _____ Date _____



PO Box 547
Waite Park, MN 56387
320-251-5090
joet@trautcompanies.com

Quote - Well 4 - 125hp Sub - Pull, Inspect, Replacement parts, & Reinstall

DATE: 12/7/2021
PHONE # 651-747-3941
FAX #
NAME: City of Lake Elmo
ADDRESS: 3800 Laverne Ave
Lake Elmo, MN 55042
ATTN: Marty Powers
JOB # 30-0000

	Description	Unit	Unit Price	Quantity	Totals
LABOR	Pump Repair	LS	\$ 1,050.00	1	\$ 1,050.00
	Mobilization & Demobilization	HR	\$ 245.00	7	\$ 1,715.00
	Pull Pump	HR	\$ 110.00	4	\$ 440.00
	Clean & Disassemble Pump	HR	\$ 1,050.00	1	\$ 1,050.00
	Remobilize & Demobilize	HR	\$ 245.00	7	\$ 1,715.00
	Reinstall Pump & Hook to System	EA	\$ 1,500.00	1	\$ 1,500.00
MATERIALS	Video well				
	8" - 125hp Submersible motor	EACH	\$ 20,450.00	1	\$ 20,450.00
	1100S1250-3 stage pump 1250GPM@				
	330TDH	EACH	\$ 4,925.00	1	\$ 4,925.00
	8" T&C drop pipe	LF	\$ 74.00	185	\$ 13,690.00
	4/OTT sub wire w/grnd flat Dble jacketed	LF	\$ 46.25	190	\$ 8,787.50
	4/OTT wire splice	EACH	\$ 125.00	1	\$ 125.00
	8" check valve	EACH	\$ 2,350.00	1	\$ 2,350.00
	8X6 swedge nipple	EACH	\$ 295.00	1	\$ 295.00
	8X12 nipple	EACH	\$ 150.00	1	\$ 150.00
	8" coupling	EACH	\$ 175.00	1	\$ 175.00
	Misc supplies	EACH	\$ 450.00	1	\$ 450.00
TOTAL MATERIALS					\$ 51,397.50
TOTAL LABOR					\$ 7,470.00
INCOMING FREIGHT est.					\$ 550.00
TOTAL					\$ 59,417.50

Signature:

Date:

Traut Companies Rep: *Joe Traut*

Date: 12/7/2021



DATE: March 15, 2022
REGULAR

AGENDA ITEM: 2023 Budget Calendar
SUBMITTED BY: Sam Magureanu, Finance Director

BACKGROUND:

Similar to last year, the City Council is asked to accept the proposed 2023 budget key dates for planning purposes.

ISSUE BEFORE COUNCIL:

What should the schedule be for developing the 2023 budget? What guidance does Council have for the 2023 budget?

PROPOSAL DETAILS/ANALYSIS:

Included in your packet is a proposed schedule. Staff has already begun working on the CIP. The CIP will be brought to parks commission first then followed by the operating budgets. The finance department along with department heads will work on the budgets in July and August. Then Council will have a work session to review the proposed budget prior to certifying the maximum levy in September. The November work session is included as an optional meeting again this year. The final budget would be adopted and certified to the County in December.

FISCAL IMPACT:

TBD

OPTIONS:

- 1) Approve the proposed schedule and provide direction on budget prep
- 2) Amend and then approve a schedule and provide direction on budget prep

RECOMMENDATION:

Motion to approve the 2023 Budget Calendar

ATTACHMENTS:

- 2023 Budget Calendar

CITY OF LAKE ELMO

2023 Proposed Budget Calendar

As of 2/10/22

4/29/2022	Draft CIP Package Distributed to Departments
5/27/2022	Proposed CIP listings to Administrator and Finance Director
6/20/2022	Proposed Parks CIP to Parks Commission
7/8/2022	Revenue and expense budget detail to Dept heads (actuals through June) for use to project balance of 2022 and 2023 budget
7/18/2022	Detailed 2022/23 budget worksheets due back to Finance
7/25-7/29/2022	Budget review with Dept. Heads, Administrator & Finance Department
8/8/2022	Departmental changes completed by Finance
8/9/2022	Proposed Budget to Dept. Supervisors for Final Comments
8/23/2022	Council Workshop – Proposed Budget
9/20/2022	Proposed Budget to City Council For Adoption by Resolution & Property Tax Levy
9/30/2021	Proposed Budget (adopted by Resolution) & Proposed Property Tax Levy Certified to the County. Certify Hearing(s) Dates.
11/9/2022	Council Workshop – Proposed Budget (optional)
12/6/2022	Final Budget & Levy Determination Public Hearing 7:00PM City Hall
12/20/2022	Final Budget & Levy Determination (if necessary) 7:00PM City Hall
12/28/2022	Final Levy certified to the County & Adopt Final Budget
	CRITICAL DATES



DATE: March 15, 2022
REGULAR

AGENDA ITEM: Legislation Re: White Bear Lake
SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

- In November 2012, the White Bear Lake Homeowners Association and White Bear Lake Restoration Association filed a suit in Ramsey County District Court alleging the DNR permitted too much groundwater use near White Bear Lake, causing the lake water levels to drop unacceptably.
- The District Court found in favor of the plaintiffs on August 30, 2017 and ordered a number of restrictions and requirements for the DNR to implement. The DNR was required to amend existing groundwater permits within a 5-mile radius of White Bear Lake with the following stipulations:
 - Require a residential irrigation ban when the water level of White Bear Lake drops below 923.5 feet. The ban remains in effect until the water level reaches 924 feet.
 - All permittees are required to develop a per capita water use plan to reduce residential per capita water use to 75 gallons per day and total per capita water use to 90 gallons per day.
 - Public water suppliers are required to develop a contingency plan to shift their source of water from groundwater to surface water.
 - All permittees are required to report to the DNR annually on collaborative efforts with other north and east metro communities to develop per capita water use plans.
- The DNR was required to analyze the maximum authorized volumes in the groundwater use permits within a 5-mile radius of White Bear Lake, evaluate the impact of that use on water levels of the lake and then set a collective annual withdrawal limit for White Bear Lake.
 - That analysis recently revealed a limit of 55 gallons per day per person based upon 2020 census info. Leaving no water for schools, hospitals, medical offices, government buildings, commercial uses such as restaurants, gas stations, grocery stores, or any other store; hotels; or industrial and agricultural uses.

ISSUE BEFORE COUNCIL:

Should the Council approve a resolution supporting a legislative solution to the White Bear Lake lake level issue?

PROPOSAL:

Last spring the city's request to amend our water appropriation permit to include well 5 and increase our appropriation amounts was approved to add the new well but denied the increased amount due to the Ramsey County District Court Ruling from 2017. As a result, I reached out to our state elected officials and asked for help. Sen. Housley introduced SF 3055 with Chamberlain and Wiger as co-chairs (bipartisan support). The bill was heard in senate committee on February 28th and passed out to the senate floor. The companion bill, HF 3880, was introduced by Rep. Leon Lillie on March 3rd and we are awaiting a committee hearing.

In draft form, this legislation had been shared with staff from Hugo, Lino Lake, Oakdale, White Bear Lake, White Bear Township, Stillwater, Mahtomedi, Vadnais Heights and North St. Paul and generally supported. These other communities will also be considering the resolution included in your packet at their upcoming meetings.

The resolution is general in that it doesn't mention the two bills specifically but rather takes a more opened approach to encourage the Legislature to pass a bill that:

1. Protects municipal water permits, including those arising from the in the Prairie du Chien-Jordan Aquifer, from legal challenges.
2. Directs the DNR to explore innovative options for meeting the water needs of our residents, hospitals, schools, industries, and future development and ensuring the sustainability and quality of the state's water resources in and around White Bear Lake and neighboring aquifers.
3. Allowing the DNR the discretion to issue and amend groundwater water appropriation permits as was the case prior to the pending litigation.

It's likely that the bills will be amended (senate one already was in committee) and look differently than they do now by the time they become law so we wanted a resolution that allows for that flexibility while keeping the focus on the key issues.

If approved by Council, we will share the resolution with members of the legislature and send to the governor.

FISCAL IMPACT:

NA

RECOMMENDATION:

“Motion to approve Resolution No. 2022-027 A Resolution Supporting Legislative Efforts to Ensure A Sustainable, Safe, and Reliable Water Supply.”

ATTACHMENTS:

- Resolution No 2022-027

**CITY OF LAKE ELMO
WASHINGTON COUNTY
STATE OF MINNESOTA**

RESOLUTION NO. 2022-027

**A RESOLUTION SUPPORTING LEGISLATIVE EFFORTS TO ENSURE A
SUSTAINABLE, SAFE, AND RELIABLE WATER SUPPLY**

WHEREAS, the City holds a water appropriation permit to draw water from the Prairie du Chien-Jordan Aquifer, which feeds into White Bear Lake, this permit allows the City to provide safe water to its residents, businesses, schools, and hospitals;

WHEREAS, on February 28, 2018, the Minnesota Department of Natural Resources amended the City's water appropriation permit due to fluctuating lake levels on White Bear Lake and the resulting advocacy of homeowners on the lake who want sufficient lake levels for recreational activities; and

WHEREAS, the Minnesota Department of Natural Resources ("DNR"), at the direction of a 2021 Ramsey County Court Order in Case File No: 62-CV-13-2414, filed a letter with the Court on February 7, 2022 illustrating its preparedness to limit the City's water appropriation permit to 55 gallons of water per day per person on average, along with other municipalities within a 5 mile range of White Bear Lake in order to comply with the Court's Order;

WHEREAS, such proposed restrictions on the City's water permit present a dire threat to safe and reliable water access for local schools, hospitals, new housing developments, and other industries;

WHEREAS, the DNR's potential permits amendments threaten the health, welfare, growth, and prosperity of the City, and surrounding communities, and is an untenable solution to shared use of the aquifer;

WHEREAS, the issue of groundwater usage from the Prairie du Chien-Jordan Aquifer is a regional concern that involves a significant number of communities across three counties, including their residents, businesses, schools, hospitals, and numerous other public and private uses.

WHEREAS, recognizing the importance of conservation and sustainability is best achieved through localized strategies;

WHEREAS, the Minnesota Legislature is in a position to provide a legislative solution to groundwater permitting in the Prairie du Chien-Jordan Aquifer and reinforce the role of the DNR in engaging in water appropriation based on science and public health.

NOW THEREFORE BE IT RESOLVED, the City Council respectfully requests that the legislature enact legislation that accomplishes the following:

1. Protects municipal water permits, including those arising from the in the Prairie du Chien-Jordan Aquifer, from legal challenges.
2. Directs the DNR to explore innovative options for meeting the water needs of our residents, hospitals, schools, industries, and future development and ensuring the sustainability and quality of the state's water resources in and around White Bear Lake and neighboring aquifers.
3. Allowing the DNR the discretion to issue and amend groundwater water appropriation permits as was the case prior to the pending litigation.

ADOPTED BY THE LAKE ELMO CITY COUNCIL THIS 15TH DAY OF MARCH 2022.

CITY OF LAKE ELMO

By: _____
Charles Cadenhead
Mayor

By: _____
Julie Johnson
City Clerk