

*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, May 3, 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. April 19, 2022

D. Public Comments/Inquiries

E. Presentations

F. Consent Agenda

2. Approve Payment of Disbursements and Payroll
3. Approve Lake Elmo City Center Public Works Addition Pay Request #3
4. Approve FY 2023-2027 MnDOT Master Partnership Contract – *Resolution 2022-043*
5. Accept Bids and Award Contract for the 2022 Street Maintenance Project – *Resolution 2022-044*
6. Accept Bids and Award Contract for the Section 16 Sanitary Sewer Extension – *Resolution 2022-045*
7. Approve Plans and Specifications and order Ad for Bids for the Well #1 Abandonment and Pumphouse Demolition – *Resolution 2022-046*
8. Approve Concurrence to Award a Construction Contract for the Oakdale Lift Station 6 Improvements – *Resolution 2022-047*
9. Approve Purchase of Generator
10. Approve Appointment to EDA

G. Regular Agenda

11. 2022 Parks Work Plan

H. Council Reports

I. Staff Reports

J. Closed Session – *The Council will go into closed session pursuant to Minnesota Statutes Section 13D.05, subdivision 3 (b), attorney-client privilege to review threatened litigation by NorthPoint Development, LLC*

K. Adjourn

**CITY OF LAKE ELMO
CITY COUNCIL MINUTES
APRIL 19, 2022**

CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

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

Staff present: Administrator Handt, City Attorney Sonsalla, City Engineer Griffin, Planning Director Just, City Planner Hetzel, Fire Chief Kalis, and Finance Director Magureauu

APPROVAL OF AGENDA

Councilmember Dorschner, seconded by Councilmember McGinn, moved TO APPROVE THE AGENDA AS PRESENTED. Motion passed 5 – 0.

ACCEPT MINUTES

Councilmember McGinn, seconded by Councilmember Holtz, moved TO ACCEPT THE MINUTES OF THE APRIL 5, 2022 CITY COUNCIL MEETING AND APRIL 12, 2022 CITY COUNCIL WORKSHOP AS PRESENTED. Motion passed 5 – 0.

PUBLIC COMMENTS/INQUIRIES

Daren Cotter, 9360 Whistling Valley Trail - does not oppose the water project, but has concerns with the current plan existing for phase three. There is no consensus among the homeowners for connection/non-connection. Plead to the City Council to run pipes to each home instead of the current plan or work together to figure out another solution.

PRESENTATIONS

CJ Schmitz, Chapter President with the Lake Elmo Jaycees, and Emily Goldhammer, Charitable Gambling Manager, presented the City Council with a \$12,000 donation from the Jaycees gambling proceeds.

CONSENT AGENDA

2. Approve Payment of Disbursements and Payroll
3. Accept Donation from the Lake Elmo Jaycees – *Resolution 2022-037*
4. Approve Spring/Summer 2022 Newsletter

Councilmember Holtz, seconded by Councilmember Beckstrom, moved TO APPROVE THE CONSENT AGENDA AS PRESENTED. Motion passed 5 - 0.

ITEM 5: Public Hearing – Wildflower 4th Conservation Easement Vacation.

Planning Director Just provided a presentation for the easement vacation request.

Councilmember Dorschner, seconded by Councilmember Holtz, moved TO OPEN THE PUBLIC HEARING at 7:13 pm. Motion passed 5-0.

No applicant or public comment.

Councilmember Dorschner, seconded by Councilmember McGinn, moved TO CLOSE THE PUBLIC HEARING at 7:14 pm. Motion passed 5-0.

Councilmember McGinn, seconded by Councilmember Holtz, moved TO ADOPT RESOLUTION 2022-038, APPROVING A VACATION OF A PORTION OF THE CONSERVATION EASEMENT ON OUTLOTS G, H, AND I, IN WILDFLOWER AT LAKE ELMO 4th ADDITION WITH CONDITIONS BASED ON FINDINGS LISTED IN THE STAFF REPORT. No discussion. Motion passed 5 – 0.

ITEM 6: 9404 Lake Jane Trail N Variance

Planner Ben Hetzel introduced himself and presented the variance request to allow for side yard setback reduction.

Councilmember Holtz, seconded by Councilmember McGinn, TO APPROVE RESOLUTION NO. 2022-040, APPROVING THE REQUEST FROM CASSANDRA BANNA FOR SIX FOOT SIDE YARD SET BACK VARIANCE FOR THE PROPERTY LOCATED AT 9404 LAKE JANE TRAIL NORTH. Discussion. Motion passed 5 – 0.

ITEM 7: Accept Bids and Award Contract for the 2022 Street and Utility Improvements

City Engineer Jack Griffin provided a presentation on the 2022 Street and Utility Improvements project and reviewed the bids.

Council discussion was held regarding the bump outs.

Aaron Abelleira representing MN Pavements and Materials spoke on behalf of his clients regarding MPM being the lowest bidder until it was determined to be an unbalanced bid based on the post bid calculation. Dan Lobello claims that it is mathematical unbalancing, not material or frontloading. Matt Timmers stated that MPM have completed a number of projects in the city and this bidding process set a bad precedence. Mr. Abelleira requested the Council to award the contract as was read on opening day or rebid the project.

Randy Erickson, 4995 Lilac Way N – sent out an email to council about the bump out and stated that after twenty-three years of everything working just fine, residents are requesting no parking signs. They appreciate the resurfacing of the road.

Jack Delaney, 4853 Lilac Pl N – echo Mr. Erickson's points. The neighborhood does not want the parking bays but appreciate the road being repaved. There is no issue to be corrected and ask that the plan be rejected in its current form.

Council discussion was held regarding the no-parking signs, bump outs, and the claim to the unbalancing bid.

Councilmember Holtz, seconded by Councilmember McGinn, moved TO APPROVE RESOLUTION NO. 2022-041, ACCEPTING BIDS AND AWARDING CONTRACT TO MILLER EXCAVATING INC. IN THE AMOUNT OF \$1,581,401.00 FOR 2022 STREET AND UTILITY IMPROVEMENTS. Discussion. Motion passed 5 – 0.

Mayor Cadenhead directed staff to remove the bump outs in the plans and prepare a change order for the contractor.

Councilmember Holtz, seconded by Councilmember McGinn, moved TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A MATERIAL TESTING CONTRACT WITH BRAUN INTERTECH INC. FOR GEOTECHNICAL CONSTRUCTION PHASE SERVICES NOT TO EXCEED THE AMOUNT OF \$25,346 FOR THE 2022 STREET AND UTILITY IMPROVEMENTS. No discussion. Motion passed 4 – 1 - 0. (Mayor Cadenhead abstain)

ITEM 8: Approve Engineering Design Standards Updates and Revisions dated January 2022

City Engineer Jack Griffin provided a presentation on the purpose of the engineering design standards.

Councilmember Dorschner, seconded by Councilmember Holtz, moved TO APPROVE RESOLUTION 2022-042, APPROVING THE ENGINEERING DESIGN STANDARD UPDATES AND STORMWATER REUSE IRRIGATION DESIGN STANDARDS DATED JANUARY 2022. No discussion. Motion passed 5 – 0.

COUNCIL REPORTS

None

LAKE ELMO CITY COUNCIL MINUTES
April 19, 2022

STAFF REPORTS AND ANNOUNCEMENTS

Administrator Handt: Announced the 1st quarterly dashboard reports under staff reports and gave an update on the city center. Reminder for the groundbreaking ceremony on April 30th at 9 am and this Saturday, April 23rd, is the tree giveaway at public works.

Finance Director Magureanu: The storm water was configured into a quarterly amount and combined with the quarterly utility bills for those on city water.

Fire Chief Kalis: No report.

Planning Director Just: No report.

City Engineer Griffin: No report.

Meeting adjourned at 8:45 pm.

LAKE ELMO CITY COUNCIL

ATTEST:

Charles Cadenhead, Mayor

Rebecca McGuire, Deputy Clerk

STAFF REPORT

DATE: May 3, 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	\$ 98,004.55	Payroll 04/21/22 (incl Central Pension Chk 53375)
53376	\$ 927.19	AP Check Request 04/26/22 USPS Chk Spring Newsletter
53377 - 53437	\$ 323,764.50	Accounts Payable 05/03/22
TOTAL	\$ 422,696.24	

RECOMMENDATION:

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

"Motion to approve the aforementioned disbursements in the amount of \$ 422,696.24".

ATTACHMENTS:

1. Accounts Payable – proof lists (AP 050322)

mgL

Accounts Payable

To Be Paid Proof List

User: Michael Kuehn
 Printed: 04/27/2022 - 2:23PM
 Batch: 00001.05.2022 - AP 050322



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
AIRFRESH	AirFresh Industries Inc								
50751	4/1/2022	565.00	0.00	05/03/2022	Parks Toilets			No	0
101-450-5200-44120 Rentals - Buildings									
50751 Total:		565.00							
AIRFRESH Total:		565.00							
ALXAIR	Alex Air Apparatus, Inc								
5357	4/12/2022	693.00	0.00	05/03/2022	Annual SCBA Fit Test			No	0
101-420-2220-43050 Physicals									
5357 Total:		693.00							
5358	4/12/2022	2,744.50	0.00	05/03/2022	Annual SCBA Flow Test & Maint			No	0
101-420-2220-44040 Repairs/Maint Eqpt									
5358 Total:		2,744.50							
ALXAIR Total:		3,437.50							
AMAZON	Amazon Capital Services								
11H1-QYW7-MFK9	4/20/2022	65.16	0.00	05/03/2022	Sampling Cell			No	0
601-494-9400-42150 Operating Supplies									
11H1-QYW7-MFK9 Total		65.16							
11HQ-4K1Y-NCQV	4/15/2022	24.99	0.00	05/03/2022	Tetherball/Hidden Knoll Park			No	0
101-450-5200-42210 Repair/Maint. Supplies									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
11HQ-4K1Y-NCQV Total		24.99							
*** 11JC-6TYY-N3	4/25/2022	107.75	0.00	05/03/2022				No	0
101-430-3100-42000 Office Supplies				Office Supplies					
*** 11JC-6TYY-N3	4/25/2022	150.00	0.00	05/03/2022				No	0
602-495-9450-42000 Office Supplies				Office Supplies					
11JC-6TYY-N3C3 Total:		257.75							
11RK-D9C1-RPGQ	4/14/2022	133.74	0.00	05/03/2022				No	0
601-494-9400-42160 Chemicals				Flouride AccVacs					
11RK-D9C1-RPGQ Total:		133.74							
1C4C-3YNF-H7HV	4/20/2022	25.99	0.00	05/03/2022				No	0
101-430-3100-42400 Small Tools & Minor Equipm				Small Tools					
1C4C-3YNF-H7HV Total:		25.99							
1NQ9-93P7-XP17	4/13/2022	279.99	0.00	05/03/2022				No	0
101-430-3100-42400 Small Tools & Minor Equipm				Fuel Caddy					
1NQ9-93P7-XP17 Total:		279.99							
*** 1XWW-DF13-I	4/25/2022	44.08	0.00	05/03/2022				No	0
101-430-3100-42000 Office Supplies				Office Supplies					
*** 1XWW-DF13-I	4/25/2022	44.08	0.00	05/03/2022				No	0
101-450-5200-42000 Office Supplies				Office Supplies					
*** 1XWW-DF13-I	4/25/2022	44.08	0.00	05/03/2022				No	0
601-494-9400-42000 Office Supplies				Office Supplies					
1XWW-DF13-KG9N Tota		132.24							
1Y73-YPKC-LL31	4/25/2022	17.85	0.00	05/03/2022				No	0
601-494-9400-42000 Office Supplies				Office Supplies					
1Y73-YPKC-LL31 Total:		17.85							
AMAZON Total:		937.71							

BECKDANI Beck, Daniel

AP-To Be Paid Proof List (04/27/2022 - 2:23 PM)

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
20220418 Parks	4/18/2022	55.00	0.00	05/03/2022				No	0
101-410-1450-43152 Cable Operations				Cable Operator Timesheet 4/18/22 Parks Comm					
20220418 Parks Total:		55.00							
20220419 CC	4/19/2022	55.00	0.00	05/03/2022				No	0
101-410-1450-43152 Cable Operations				Cable Operator Timesheet 4/19/22 City Council					
20220419 CC Total:		55.00							
20220420 BrdApp	4/20/2022	55.00	0.00	05/03/2022				No	0
101-410-1450-43152 Cable Operations				Cable Operator Timesheet 4/20/22 Board of Appeals					
20220420 BrdApp Total:		55.00							
20220425 PIng	4/25/2022	55.00	0.00	05/03/2022				No	0
101-410-1450-43152 Cable Operations				Cable Operator Timesheet 4/25/22 Planning Comm					
20220425 PIng Total:		55.00							
BECKDANI Total:		220.00							
BELMIK Belde, Mike									
20220418 Cls SD	4/18/2022	45.00	0.00	05/03/2022				No	0
602-495-9450-44370 Conferences & Training				MPCA Class SD Cert M Belde					
20220418 Cls SD Total:		45.00							
BELMIK Total:		45.00							
BOLTON Bolton & Menk, Inc									
*** 0287966	4/26/2022	1,164.00	0.00	05/03/2022				No	0
101-410-1910-43150 Contract Services				Pro Svcs Feb 19 to Apr 1					
*** 0287966	4/26/2022	65.00	0.00	05/03/2022				No	0
803-000-0000-22910 Developer Payments				Royal Golf CUP					
0287966 Total:		1,229.00							
0287967	4/26/2022	1,002.00	0.00	05/03/2022				No	0
803-000-0000-22910 Developer Payments				One Energy Solar Garden					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	0287967 Total:	1,002.00							
0287968	4/26/2022	102.00	0.00	05/03/2022				No	0
803-000-0000-22910 Developer Payments				Royal Golf Pool CUP					
	0287968 Total:	102.00							
*** 0287969	4/26/2022	229.00	0.00	05/03/2022				No	0
803-000-0000-22910 Developer Payments				8930 Jane Road					
*** 0287969	4/26/2022	740.00	0.00	05/03/2022				No	0
101-410-1910-43150 Contract Services				8930 Jane Road					
	0287969 Total:	969.00							
*** 0287970	4/26/2022	442.00	0.00	05/03/2022				No	0
101-410-1910-43150 Contract Services				9404 Lake Jane Trl Variance					
*** 0287970	4/26/2022	17.00	0.00	05/03/2022				No	0
803-000-0000-22910 Developer Payments				9404 Lake Jane Trl Variance					
	0287970 Total:	459.00							
0287971	4/26/2022	459.00	0.00	05/03/2022				No	0
101-410-1910-43150 Contract Services				Zoning Text Amendment-High Density					
	0287971 Total:	459.00							
0287972	4/26/2022	306.00	0.00	05/03/2022				No	0
101-410-1910-43150 Contract Services				8012 Hill Trl N Variance					
	0287972 Total:	306.00							
0287973	4/26/2022	255.00	0.00	05/03/2022				No	0
101-410-1910-43150 Contract Services				Traynor Variance - 4622 Lilac Ln N					
	0287973 Total:	255.00							
	BOLTON Total:	4,781.00							
CARDMBR Cardmember Service									
*** 20220426	4/26/2022	199.00	0.00	05/03/2022				No	0
101-410-1110-44370 Conferences & Training				Adm - LMC - KH 2022 LMC Conference					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
*** 20220426	4/26/2022	2.67	0.00	05/03/2022				No	0
101-410-1320-44300 Miscellaneous				Adm - Hobby Lobby - Time Capsule Supplies					
*** 20220426	4/26/2022	399.00	0.00	05/03/2022				No	0
101-410-1320-44370 Conferences & Training				Adm - LMC - KH 2022 LMC Conference					
*** 20220426	4/26/2022	50.00	0.00	05/03/2022				No	0
101-410-1450-43185 IT Support				Adm - Constant Contact - Monthly					
*** 20220426	4/26/2022	169.97	0.00	05/03/2022				No	0
101-420-2220-42080 EMS Supplies				FD - Emergency Med Prod - AED Pads					
*** 20220426	4/26/2022	109.02	0.00	05/03/2022				No	0
101-420-2220-42400 Small Tools & Equipment				FD - Batteries Plus - Thermal Camera Battery					
*** 20220426	4/26/2022	374.92	0.00	05/03/2022				No	0
101-420-2220-44170 Uniforms				FD - Galls - Duty Boots DK AS DK					
*** 20220426	4/26/2022	65.74	0.00	05/03/2022				No	0
101-420-2220-44300 Miscellaneous				FD = Sams Club - Station Supplies					
*** 20220426	4/26/2022	85.86	0.00	05/03/2022				No	0
101-420-2220-44300 Miscellaneous				FD - CK Holiday - Vehicle Wash					
*** 20220426	4/26/2022	37.58	0.00	05/03/2022				No	0
101-420-2220-44370 Conferences & Training				FD - American Heart Shop - CPR Materials					
*** 20220426	4/26/2022	50.00	0.00	05/03/2022				No	0
101-420-2220-44370 Conferences & Training				FD - DPS MN FF License App - JG					
*** 20220426	4/26/2022	57.64	0.00	05/03/2022				No	0
101-420-2400-42000 Office Supplies				Bldg - Amazon - Drawing Paper					
*** 20220426	4/26/2022	21.01	0.00	05/03/2022				No	0
101-430-3100-44300 Miscellaneous				PW - Wash Cnty - MN DVS Dup Title					
*** 20220426	4/26/2022	16.10	0.00	05/03/2022				No	0
601-494-9400-43210 Telephone				PW - Amazon - Phone Charger for Adam					
*** 20220426	4/26/2022	34.78	0.00	05/03/2022				No	0
601-494-9400-43210 Telephone				PW - Amazon - Screen Protector for Adam					
*** 20220426	4/26/2022	40.86	0.00	05/03/2022				No	0
602-495-9450-44370 Conferences & Training				PW - MPCA - WW Training - M Coleman					
*** 20220426	4/26/2022	41.00	0.00	05/03/2022				No	0
602-495-9450-44370 Conferences & Training				PW - MPCA - WW Training - J Sachs					
*** 20220426	4/26/2022	12.90	0.00	05/03/2022				No	0
603-496-9500-43220 Postage				PW - USPS - Stormwater Mail					
20220426 Total:		1,768.05							
CARDMBR Total:		1,768.05							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
CHANDLC	Chandler, Christopher								
20220415 CC	4/15/2022	98.28	0.00	05/03/2022				No	0
101-420-2400-43310 Mileage				April 15 MN state plumbing class in Rochester MN					
20220415 CC Total:		98.28							
CHANDLC Total:		98.28							
CINTAS	Cintas								
4110840821	2/16/2022	294.86	0.00	05/03/2022				No	0
101-410-1940-44010 Repairs/Maint Contractual B				Cleaning & Maint Supplies City Hall					
4110840821 Total:		294.86							
4112214472	3/2/2022	252.89	0.00	05/03/2022				No	0
101-410-1940-44010 Repairs/Maint Contractual B				Cleaning & Maint Supplies City Hall					
4112214472 Total:		252.89							
4113614876	3/16/2022	263.56	0.00	05/03/2022				No	0
101-410-1940-44010 Repairs/Maint Contractual B				Cleaning & Maint Supplies City Hall					
4113614876 Total:		263.56							
4114966637	3/30/2022	149.46	0.00	05/03/2022				No	0
101-410-1940-44010 Repairs/Maint Contractual B				Cleaning & Maint Supplies City Hall					
4114966637 Total:		149.46							
*** 4116370543	4/13/2022	14.92	0.00	05/03/2022				No	0
601-494-9400-44170 Uniforms				Uniforms					
*** 4116370543	4/13/2022	3.44	0.00	05/03/2022				No	0
603-496-9500-44170 Uniforms				Uniforms					
*** 4116370543	4/13/2022	8.55	0.00	05/03/2022				No	0
602-495-9450-44170 Uniforms				Uniforms					
*** 4116370543	4/13/2022	16.33	0.00	05/03/2022				No	0
101-450-5200-44170 Uniforms				Uniforms					
*** 4116370543	4/13/2022	84.30	0.00	05/03/2022				No	0
101-430-3100-44170 Uniforms				Uniforms					
*** 4116370543	4/13/2022	128.54	0.00	05/03/2022				No	0
101-430-3100-42150 Operating Supplies				Rugs/Soap/Rags					

AP-To Be Paid Proof List (04/27/2022 - 2:23 PM)

Page 6

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
4116370543 Total:		256.08							
4116376692	4/13/2022	219.16	0.00	05/03/2022				No	0
101-410-1940-44010 Repairs/Maint Contractual B				Cleaning & Maint Supplies City Hall					
4116376692 Total:		219.16							
*** 4117055579	4/20/2022	15.79	0.00	05/03/2022				No	0
601-494-9400-44170 Uniforms				Uniforms					
*** 4117055579	4/20/2022	3.65	0.00	05/03/2022				No	0
603-496-9500-44170 Uniforms				Uniforms					
*** 4117055579	4/20/2022	9.04	0.00	05/03/2022				No	0
602-495-9450-44170 Uniforms				Uniforms					
*** 4117055579	4/20/2022	17.27	0.00	05/03/2022				No	0
101-450-5200-44170 Uniforms				Uniforms					
*** 4117055579	4/20/2022	89.21	0.00	05/03/2022				No	0
101-430-3100-44170 Uniforms				Uniforms					
*** 4117055579	4/20/2022	222.85	0.00	05/03/2022				No	0
101-430-3100-42150 Operating Supplies				Rugs/Soap/Rags					
4117055579 Total:		357.81							
CINTAS Total:		1,793.82							
COLMIC	Coleman, Michael								
20220420 MC WW	4/20/2022	23.00	0.00	05/03/2022				No	0
602-495-9450-44370 Conferences & Training				MPCA Wastewater Cert Renewal					
20220420 MC WW Total:		23.00							
COLMIC Total:		23.00							
COMCAST	Comcast								
*** 20220413	4/13/2022	80.26	0.00	05/03/2022				No	0
603-496-9500-43185 IT Support				Internet					
*** 20220413	4/13/2022	80.26	0.00	05/03/2022				No	0
602-495-9450-43185 IT Support				Internet					
*** 20220413	4/13/2022	80.27	0.00	05/03/2022				No	0
601-494-9400-43185 IT Support				Internet					

AP-To Be Paid Proof List (04/27/2022 - 2:23 PM)

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
*** 20220413	4/13/2022	80.26	0.00	05/03/2022				No	0
101-450-5200-43185 IT Support				Internet					
*** 20220413	4/13/2022	80.27	0.00	05/03/2022				No	0
101-430-3100-43185 IT Support				Internet					
20220413 Total:		401.32							
COMCAST Total:		401.32							
COORBS	Coordinated Business Systems								
INV211055	3/28/2022	295.00	0.00	05/03/2022				No	0
101-410-1940-44300 Miscellaneous				Moving/setup of scanner/copier					
INV211055 Total:		295.00							
COORBS Total:		295.00							
COREMAIN	CORE & MAIN LP								
Q589036	4/13/2022	2,516.43	0.00	05/03/2022				No	0
601-494-9400-42300 Water Meters & Supplies				Iperl 3/4 Meters					
Q589036 Total:		2,516.43							
COREMAIN Total:		2,516.43							
CTYROS	City of Roseville								
0230873	4/8/2022	93.00	0.00	05/03/2022				No	0
101-420-2400-43190 Software Programs				Adobe Acrobat for Chris Chandler					
0230873 Total:		93.00							
CTYROS Total:		93.00							
DELTA	Delta Dental Of Minnesota								
CNS0000945030	5/1/2022	1,330.60	0.00	05/03/2022				No	0
101-000-0000-21706 Medical Insurance				Monthly Dental Ins Prem					
CNS0000945030 Total:		1,330.60							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
DELTA Total:		1,330.60							
EARLFAND	Earl F Andersen Inc								
0129277-IN	4/13/2022	711.14	0.00	05/03/2022	Street Signs			No	0
101-430-3100-42260 Street Signs									
0129277-IN Total:		711.14							
EARLFAND Total:		711.14							
ECMPUB	ECM Publishers, Inc								
881398	3/11/2022	521.40	0.00	05/03/2022	Sanitary Sewer Extension			No	0
252-480-8110-43510 Legal Publishing									
881398 Total:		521.40							
883465	3/25/2022	55.30	0.00	05/03/2022	Apr 20 Board of Appeal notice			No	0
101-410-1320-43510 Legal Publishing									
883465 Total:		55.30							
885188	4/1/2022	213.30	0.00	05/03/2022	2022 Street & Util Imp project 2021.128			No	0
441-480-8114-43510 Legal Notices & Publishing									
885188 Total:		213.30							
885189	4/1/2022	63.20	0.00	05/03/2022	Wildflower 4th			No	0
803-000-0000-22910 Developer Payments									
885189 Total:		63.20							
886060	4/8/2022	371.30	0.00	05/03/2022	Ordinance 2022-03 Moratorium			No	0
601-494-9400-43040 Legal Services									
886060 Total:		371.30							
886061	4/8/2022	47.40	0.00	05/03/2022	Ordinance 2022-02 Zoning Code updates			No	0
101-410-1910-43510 Legal Publishing									
886061 Total:		47.40							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
886062	4/8/2022	31.60	0.00	05/03/2022				No	0
101-420-2220-44300 Miscellaneous				Ordinance 2022-01 Fire Dept - Open Burning					
886062 Total:		31.60							
ECMPUB Total:		1,303.50							
EFFINGER Effinger, Joe									
20220406 JE MDH	4/22/2022	23.00	0.00	05/03/2022				No	0
601-494-9400-44370 Conferences & Training				MPCA WW Renewal & MDH Water Renewal					
20220406 JE MDH Total:		23.00							
20220406 JE SC	4/22/2022	23.00	0.00	05/03/2022				No	0
602-495-9450-44370 Conferences & Training				MPCA WW Renewal & MDH Water Renewal					
20220406 JE SC Total:		23.00							
EFFINGER Total:		46.00							
FERGUSON Ferguson Waterworks #2518									
0491360	4/6/2022	6,560.00	0.00	05/03/2022				No	0
601-494-9400-42300 Water Meters & Supplies				Neptune Meters					
0491360 Total:		6,560.00							
0491360-1	4/8/2022	500.00	0.00	05/03/2022				No	0
601-494-9400-42300 Water Meters & Supplies				Meter Supplies/Neptune					
0491360-1 Total:		500.00							
FERGUSON Total:		7,060.00							
GREATAFS GreatAmerica Financial Services									
31262606	3/16/2022	503.42	0.00	05/03/2022				No	0
101-410-1940-44040 Repairs/Maint Contractual E				Monthly Copier 5070N Admin Dept					
31262606 Total:		503.42							
31302418	3/22/2022	508.90	0.00	05/03/2022				No	0

AP-To Be Paid Proof List (04/27/2022 - 2:23 PM)

Page 10

*** means this invoice number is a duplicate.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
101-420-2400-44040 Repairs/Maint Eqpt				Monthly Copier Sharp 5070V - Bldg Dept					
31302418 Total:		508.90							
31457243	4/15/2022	457.65	0.00	05/03/2022				No	0
101-410-1940-44040 Repairs/Maint Contractual E				Monthly Copier 5070N Admin Dept					
31457243 Total:		457.65							
31497333	4/21/2022	449.93	0.00	05/03/2022				No	0
101-420-2400-44040 Repairs/Maint Eqpt				Monthly Copier Sharp 5070V - Bldg Dept					
31497333 Total:		449.93							
GREATAFS Total:		1,919.90							
HACHCO HACH Company									
12972111	4/7/2022	135.64	0.00	05/03/2022				No	0
601-494-9400-42150 Operating Supplies				Vac Vial/sampling					
12972111 Total:		135.64							
HACHCO Total:		135.64							
HANKEYMA Hankey, Matt and Andrea									
*** 20220426	4/26/2022	6,932.64	0.00	05/03/2022				No	0
601-480-8101-44300 Miscellaneous				Capra					
*** 20220426	4/26/2022	2,600.00	0.00	05/03/2022				No	0
601-480-8101-44300 Miscellaneous				Kimmes Bauer					
20220426 Total:		9,532.64							
HANKEYMA Total:		9,532.64							
HUCONSTR Hoffman + Uhlhorn Construction Inc									
2021.127PmtApp3	4/14/2022	132,314.93	0.00	05/03/2022				No	0
437-480-8108-43150 Contract Services				City Hall/Fire Station Building Project - Pmt App #3					
2021.127PmtApp3 Total:		132,314.93							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
HUCONSTR Total:		132,314.93							
INNOVAT	Innovative Office Solutions LLC								
IN3740193	4/6/2022	82.98	0.00	05/03/2022				No	0
101-410-1320-42000 Office Supplies				Paper					
IN3740193 Total:		82.98							
IN3741484	4/7/2022	90.92	0.00	05/03/2022				No	0
101-420-2400-42000 Office Supplies				Business Cards CC					
IN3741484 Total:		90.92							
IN3743690	4/8/2022	181.98	0.00	05/03/2022				No	0
101-410-1520-42000 Office Supplies				Security Envelopes					
IN3743690 Total:		181.98							
IN3750941	4/13/2022	5.88	0.00	05/03/2022				No	0
101-410-1320-42000 Office Supplies				Sort Kwik Moistener					
IN3750941 Total:		5.88							
INNOVAT Total:		361.76							
KATH	Kath Fuel Oil Service Co								
741038	4/12/2022	719.73	0.00	05/03/2022				No	0
101-430-3100-42120 Fuel, Oil and Fluids				DEF Bulk					
741038 Total:		719.73							
*** 741846	4/22/2022	163.15	0.00	05/03/2022				No	0
101-450-5200-42120 Fuel, Oil and Fluids				Gas/Fuel					
*** 741846	4/22/2022	217.52	0.00	05/03/2022				No	0
601-494-9400-42120 Fuel, Oil, and Fluids				Gas/Fuel					
*** 741846	4/22/2022	54.39	0.00	05/03/2022				No	0
603-496-9500-42120 Fuel, Oil, and Fluids				Gas/Fuel					
*** 741846	4/22/2022	435.06	0.00	05/03/2022				No	0
101-430-3100-42120 Fuel, Oil and Fluids				Gas/Fuel					
*** 741846	4/22/2022	217.52	0.00	05/03/2022				No	0

AP-To Be Paid Proof List (04/27/2022 - 2:23 PM)

Page 12

*** means this invoice number is a duplicate.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
602-495-9450-42120 Fuel, Oil, and Fluids				Gas/Fuel					
*** 741846	4/22/2022	239.53	0.00	05/03/2022				No	0
101-420-2400-42120 Fuel, Oil and Fluids				Gas/Fuel					
741846 Total:		1,327.17							
KATH Total:		2,046.90							
KODIAK Kodiak Power Systems									
*** KPS0989	4/18/2022	1,959.30	0.00	05/03/2022				No	0
601-494-9400-43150 Contract Services				Generator Annual Maintenance					
*** KPS0989	4/18/2022	3,638.70	0.00	05/03/2022				No	0
602-495-9450-43150 Contract Services				Generator Annual Maintenance					
KPS0989 Total:		5,598.00							
KODIAK Total:		5,598.00							
KWIKTR Kwik Trip Inc									
20220419EscRel	4/1/2022	2,948.28	0.00	05/03/2022				No	0
803-000-0000-22910 Developer Payments				Escrow Release - Kwik Trip #248 Lakewood Crossing - Lal					
20220419EscRel Total:		2,948.28							
KWIKTR Total:		2,948.28							
LOFFLER Loffler Companies, Inc.									
3976044	3/9/2022	387.68	0.00	05/03/2022				No	0
101-420-2220-42000 Office Supplies				Station 1 Copier					
3976044 Total:		387.68							
LOFFLER Total:		387.68							
MADISON Madison National Life Ins Co Inc									
1495070	5/1/2022	796.17	0.00	05/03/2022				No	0
101-000-0000-21708 Other Benefits				Monthly Disability Ins Prem - Group 027048					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
1495070 Total:		796.17							
MADISON Total:		796.17							
MCCARTHY	McCarthy Well Company								
29503	4/14/2022	26,765.28	0.00	05/03/2022				No	0
601-494-9400-45300 Improvments Other Than Bl				Well 4 Pull & rehab 1st half					
29503 Total:		26,765.28							
29509	4/21/2022	26,765.27	0.00	05/03/2022				No	0
601-494-9400-45300 Improvments Other Than Bl				Well 4 Pull & rehab - Final Pmt					
29509 Total:		26,765.27							
MCCARTHY Total:		53,530.55							
MENOAK	Menards - Oakdale								
38784	3/31/2022	26.15	0.00	05/03/2022				No	0
101-420-2220-42400 Small Tools & Equipment				Tools					
38784 Total:		26.15							
38966	4/3/2022	62.95	0.00	05/03/2022				No	0
101-420-2220-42400 Small Tools & Equipment				Division Passport Boards					
38966 Total:		62.95							
39023	4/4/2022	65.94	0.00	05/03/2022				No	0
601-494-9400-42210 Repair/Maint. Supplies				Concrete/Fill Station Ballard					
39023 Total:		65.94							
39098	4/5/2022	57.95	0.00	05/03/2022				No	0
101-430-3100-44300 Miscellaneous				House Numbers for Shop					
39098 Total:		57.95							
*** 39145	4/6/2022	135.20	0.00	05/03/2022				No	0
101-450-5200-42210 Repair/Maint. Supplies				Park Supplies					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
*** 39145	4/6/2022	59.91	0.00	05/03/2022				No	0
601-494-9400-42210 Repair/Maint. Supplies				Water Supplies					
39145 Total:		195.11							
39454	4/11/2022	16.86	0.00	05/03/2022				No	0
601-494-9400-42210 Repair/Maint. Supplies				Batteries					
39454 Total:		16.86							
39586	4/13/2022	13.99	0.00	05/03/2022				No	0
101-430-3100-42210 Repair/Maint. Supplies				Electrical Plugin for chipper					
39586 Total:		13.99							
MENOAK Total:		438.95							
METCOU Metropolitan Council									
0001138713	4/25/2022	425.00	0.00	05/03/2022				No	0
602-495-9450-43820 Sewer Utility - Met Council				2022 Vactor Dumping Permit - Met Council					
0001138713 Total:		425.00							
METCOU Total:		425.00							
MIKEMc Mike McPhillips Inc									
53722	4/12/2022	17,160.00	0.00	05/03/2022				No	0
603-496-9500-44010 Street Sweeping				Spring Street Sweeping					
53722 Total:		17,160.00							
MIKEMc Total:		17,160.00							
MNCLNS MN CLN Services Inc									
0422AJ02	4/1/2022	703.00	0.00	05/03/2022				No	0
101-410-1940-44010 Repairs/Maint Contractual B				Cleaning Svcs City Hall					
0422AJ02 Total:		703.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
MNCLNS Total:		703.00							
MNHOISTI	Minnesota Hoist Inspection Inc								
*** 1750	4/25/2022	281.66	0.00	05/03/2022				No	0
602-495-9450-43150 Contract Services					Crane/Hoist Inspection-Annual				
*** 1750	4/25/2022	281.66	0.00	05/03/2022				No	0
601-494-9400-43150 Contract Services					Crane/Hoist Inspection-Annual				
*** 1750	4/25/2022	281.68	0.00	05/03/2022				No	0
101-430-3100-43150 Contract Services					Crane/Hoist Inspection-Annual				
1750 Total:		845.00							
MNHOISTI Total:		845.00							
MNLIFE	Minnesota Life Insurance Comp								
236798	2/1/2022	209.74	0.00	05/03/2022				No	0
101-000-0000-21708 Other Benefits					Feb MN Life Insurance				
236798 Total:		209.74							
305107	4/1/2022	192.64	0.00	05/03/2022				No	0
101-000-0000-21708 Other Benefits					April MN Life Insurance				
305107 Total:		192.64							
MNLIFE Total:		402.38							
MONJAS	Monroe, Jason								
20220420 JM SC	4/20/2022	45.00	0.00	05/03/2022				No	0
602-495-9450-44370 Conferences & Training					MPCA SC Exam Cert				
20220420 JM SC Total:		45.00							
MONJAS Total:		45.00							
MPCA	MN Pollution Control Agency								
20220411MP SC	4/11/2022	45.00	0.00	05/03/2022				No	0
602-495-9450-44370 Conferences & Training					Sewer Class SC Certificate - M Powers				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	20220411MP SC Total:	45.00							
	MPCA Total:	45.00							
MSFCB 9908	MN Fire Service Cert Board 4/18/2022	120.00	0.00	05/03/2022				No	0
	101-420-2220-44370 Conferences & Training				Certification Exam Fees - AS				
	9908 Total:	120.00							
	MSFCB Total:	120.00							
NORTHL *** LKEL12A	Northland Trust Services Inc 3/24/2022	30,771.88	0.00	05/03/2022				No	0
	601-494-9400-46110 Bond Interest				2012A Bond Interest				
	LKEL12A Total:	30,771.88							
	NORTHL Total:	30,771.88							
OAKDRC 165236	Oakdale Rental 4/18/2022	82.00	0.00	05/03/2022				No	0
	101-430-3100-42120 Fuel, Oil and Fluids				Tarwagon propane				
	165236 Total:	82.00							
	OAKDRC Total:	82.00							
OTTERLAK 223384	Otter Lake Animal Care Center 4/7/2022	145.00	0.00	05/03/2022				No	0
	101-420-2700-43150 Contract Services				Animal Impound Fees March 2022				
	223384 Total:	145.00							
	OTTERLAK Total:	145.00							
PLESHAMI	Plesha, Michael & Kelly								

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
2021-01442Refnd	4/20/2022	75.00	0.00	05/03/2022				No	0
101-420-2400-32210 Building Permits				Refund Request - fence was not installed					
2021-01442Refnd Total:		75.00							
PLESHAMI Total:		75.00							
POMPS Pump's Tire Service Inc									
980091656	4/13/2022	394.84	0.00	05/03/2022				No	0
101-430-3100-44040 Repairs/Maint Eqpt				Chipper tire					
980091656 Total:		394.84							
980091732	4/15/2022	484.29	0.00	05/03/2022				No	0
101-420-2400-44300 Miscellaneous				Building Chevy Equinox tires					
980091732 Total:		484.29							
POMPS Total:		879.13							
RJMCONST RJM Construction									
2017-00227	4/15/2022	5,000.00	0.00	05/03/2022				No	0
803-000-0000-22910 Developer Payments				Escrow Release - 2017-00227 - 8555 Eagle Point Blvd Lake					
2017-00227 Total:		5,000.00							
RJMCONST Total:		5,000.00							
SACHSJIM Sachs, Jim									
20220425Boots	4/25/2022	225.00	0.00	05/03/2022				No	0
601-494-9400-41600 Safety Clothing Allowance				Safety Boots					
20220425Boots Total:		225.00							
20220425WWcert	4/25/2022	23.00	0.00	05/03/2022				No	0
602-495-9450-44370 Conferences & Training				Wastewater Cert Renewal					
20220425WWcert Total:		23.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
SACHSJIM Total:		248.00							
SCHUM	Schumacher's								
SO4535	3/1/2022	434.00	0.00	05/03/2022				No	0
101-450-5200-44301 Events				Trees for Tree Event					
SO4535 Total:		434.00							
SCHUM Total:		434.00							
SHI	SHI International Corp								
B14850842	3/3/2022	296.00	0.00	05/03/2022				No	0
101-410-1910-43190 Software Programs				Software MS Office					
B14850842 Total:		296.00							
B14958261	3/24/2022	42.81	0.00	05/03/2022				No	0
101-410-1910-43190 Software Programs				Software Adobe					
B14958261 Total:		42.81							
B15080641	4/15/2022	42.81	0.00	05/03/2022				No	0
101-420-2400-43190 Software Programs				Software Adobe					
B15080641 Total:		42.81							
SHI Total:		381.62							
STANTEC	Stantec Consulting Services Inc								
*** 1848056	10/27/2021	157.50	0.00	05/03/2022				No	0
803-000-0000-22910 Developer Payments				Easton Village 3rd					
*** 1848056	10/27/2021	210.00	0.00	05/03/2022				No	0
803-000-0000-22910 Developer Payments				Easton Village 4th					
*** 1848056	10/27/2021	157.50	0.00	05/03/2022				No	0
803-000-0000-22910 Developer Payments				Easton Village 5th					
1848056 Total:		525.00							
*** 1848057	10/27/2021	435.00	0.00	05/03/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
803-000-0000-22910 Developer Payments				Inwood 4th					
*** 1848057	10/27/2021	487.50	0.00	05/03/2022				No	0
803-000-0000-22910 Developer Payments				Inwood 5th					
*** 1848057	10/27/2021	211.50	0.00	05/03/2022				No	0
803-000-0000-22910 Developer Payments				Inwood 7th					
1848057 Total:		1,134.00							
1848058	10/27/2021	157.50	0.00	05/03/2022				No	0
803-000-0000-22910 Developer Payments				Southwind					
1848058 Total:		157.50							
1848059	10/27/2021	144.25	0.00	05/03/2022				No	0
803-000-0000-22910 Developer Payments				Lake Elmo Senior Living					
1848059 Total:		144.25							
1848060	10/27/2021	697.25	0.00	05/03/2022				No	0
803-000-0000-22910 Developer Payments				Savona 2nd					
1848060 Total:		697.25							
1913747	4/21/2022	149.00	0.00	05/03/2022				No	0
803-000-0000-22910 Developer Payments				Boulder Ponds 3rd					
1913747 Total:		149.00							
1913748	4/21/2022	961.25	0.00	05/03/2022				No	0
803-000-0000-22910 Developer Payments				Royal Golf CUP Pool & Fitness					
1913748 Total:		961.25							
1913749	4/21/2022	149.00	0.00	05/03/2022				No	0
803-000-0000-22910 Developer Payments				Community Solar					
1913749 Total:		149.00							
1913750	4/21/2022	886.75	0.00	05/03/2022				No	0
803-000-0000-22910 Developer Payments				Schiltgen Property - Inland Development					
1913750 Total:		886.75							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
1913751	4/21/2022	1,070.25	0.00	05/03/2022				No	0
803-000-0000-22910 Developer Payments				9450 Hudson Blvd Apts					
1913751 Total:		1,070.25							
STANTEC Total:		5,874.25							
STILLACE Stillwater Ace Hardware									
*** 225603/1	3/3/2022	8.99	0.00	05/03/2022				No	0
101-410-1940-42230 Building Repair Supplies				Padlock					
*** 225603/1	3/3/2022	19.96	0.00	05/03/2022				No	0
101-450-5200-42210 Repair/Maint. Supplies				Basketball Net					
225603/1 Total:		28.95							
225810/1	3/17/2022	3.98	0.00	05/03/2022				No	0
101-410-1940-42230 Building Repair Supplies				Key					
225810/1 Total:		3.98							
STILLACE Total:		32.93							
STILLMED Stillwater Medical Group									
1398346	4/12/2022	409.00	0.00	05/03/2022				No	0
101-420-2220-43050 Physicals				Exam New hire J Guertin					
1398346 Total:		409.00							
1398393	4/12/2022	76.00	0.00	05/03/2022				No	0
101-430-3100-44300 Miscellaneous				Drug Screens					
1398393 Total:		76.00							
STILLMED Total:		485.00							
TELMET Telemetry and Process Controls, Inc									
114202	4/13/2022	2,600.00	0.00	05/03/2022				No	0
601-494-9400-43150 Contract Services				Booster Pump Remote Switch					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	114202 Total:	2,600.00							
	TELMET Total:	2,600.00							
TESMAN	The Tessman Company								
*** S353204-IN	4/14/2022	506.35	0.00	05/03/2022				No	0
101-430-3100-42240 Str. Maint/Landscape Materi				Seed & Fertilizer					
*** S353204-IN	4/14/2022	506.35	0.00	05/03/2022				No	0
101-450-5200-42250 Landscaping Materials				Seed & Fertilizer					
*** S353204-IN	4/14/2022	31.50	0.00	05/03/2022				No	0
603-496-9500-42270 Repair/Maint. Supplies				Seed & Fertilizer & Erosion logs					
	S353204-IN Total:	1,044.20							
	TESMAN Total:	1,044.20							
TMOBIL	T-Mobile								
*** 20220411	4/11/2022	8.72	0.00	05/03/2022				No	0
601-494-9400-43210 Telephone				SCADA Line					
*** 20220411	4/11/2022	8.72	0.00	05/03/2022				No	0
602-495-9450-43210 Telephone				SCADA Line					
	20220411 Total:	17.44							
	TMOBIL Total:	17.44							
TRISTATE	Tri State Bobcat								
T20447	4/21/2022	98.26	0.00	05/03/2022				No	0
101-450-5200-42210 Repair/Maint. Supplies				Bobcat Hyd Hose Repair					
	T20447 Total:	98.26							
	TRISTATE Total:	98.26							
USSOLR	USS Minnesota One MT LLC								
*** 30143	4/18/2022	33.29	0.00	05/03/2022				No	0
101-410-1940-43810 Electric Utility				US Solar Sunscription					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
*** 30143	4/18/2022	33.15	0.00	05/03/2022				No	0
101-410-1940-43810 Electric Utility				US Solar Sunscription					
*** 30143	4/18/2022	265.20	0.00	05/03/2022				No	0
101-450-5200-43810 Electric Utility				US Solar Sunscription					
*** 30143	4/18/2022	165.75	0.00	05/03/2022				No	0
602-495-9450-43810 Electric Utility				US Solar Sunscription					
*** 30143	4/18/2022	99.45	0.00	05/03/2022				No	0
101-420-2220-43810 Electric Utility				US Solar Sunscription					
*** 30143	4/18/2022	364.65	0.00	05/03/2022				No	0
101-430-3100-43810 Electric Utility				US Solar Sunscription					
*** 30143	4/18/2022	198.90	0.00	05/03/2022				No	0
601-494-9400-43810 Electric Utility				US Solar Sunscription					
30143 Total:		1,160.39							
USSOLR Total:		1,160.39							
WACOPW	Washington County - WACO Public Works Dept								
200950	4/18/2022	107.27	0.00	05/03/2022				No	0
101-430-3100-43811 Street Lights				CSAH 17&36 Traffic Signals Qtr 1 2022					
200950 Total:		107.27							
WACOPW Total:		107.27							
WASCON	Washington Conservation District								
5575	3/31/2022	716.31	0.00	05/03/2022				No	0
603-496-9500-43150 Contract Services				Qtr 1 billing					
5575 Total:		716.31							
WASCON Total:		716.31							
WASHTAX	Washington County Property Records & Taxpayer Svc								
200962	4/18/2022	4,564.00	0.00	05/03/2022				No	0
101-410-1320-43100 Assessing Services				2022 Special Asmt Billing					
200962 Total:		4,564.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
WASHTAX Total:		4,564.00							
WHITAKER	Whitaker, Yvonne								
*** 20220413	4/13/2022	7,220.64	0.00	05/03/2022				No	0
601-480-8101-44300	Miscellaneous			Capra					
*** 20220413	4/13/2022	2,225.00	0.00	05/03/2022				No	0
601-480-8101-44300	Miscellaneous			Kimmes Bauer					
20220413 Total:		9,445.64							
WHITAKER Total:		9,445.64							
XCEL	Xcel Energy								
776801370	4/21/2022	2,419.05	0.00	05/03/2022				No	0
601-494-9400-43810	Electric Utility			4525 Lily Ave N - Electric Utility					
776801370 Total:		2,419.05							
XCEL Total:		2,419.05							
Report Total:		323,764.50							



STAFF REPORT

DATE: May 3, 2022

CONSENT

AGENDA ITEM: City Center-Public Works Addition Pay Request #3

SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

At the November 3rd meeting, Council awarded bids for the new city center and public works addition. Also established at that time was Guaranteed Maximum Price (GMP) with H+U for construction costs. The GMP was \$13,402,788.

ISSUE BEFORE COUNCIL:

Should Council approve Pay Request #3 for the City Center and Public Works Addition project?

PROPOSAL:

Pay request #3 is for \$132,314.93. A copy is included in your packet.

FISCAL IMPACT:

With this pay request, the project remains within budget.

OPTION:

- 1) Approve pay request #3
- 2) Don't approve pay request #3

RECOMMENDATION:

“Motion to approve Pay Request #3 for the New City Center and Public Works Addition.”

ATTACHMENTS:

- Pay Request #3

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER)

City of Lake Elmo
3880 Laverne Ave N
Lake Elmo, MN 55042

PROJECT: LAKE ELMO CITY HALL, FIRE DEPARTMENT
& PUBLIC WORKS FACILITIES REMODEL
WASHINGTON COUNTY SHERIFF SUBSTATION

APPLICATION NO: 3

PERIOD TO: 3/31/2022

Distribution to:

☒ OWNER

☐ ARCHITECT

☐ CONST. MANAGER

☒ FILE

FROM (CM):

HOFFMANN + UHLHORN CONSTRUCTION, INC.
5555 W 78TH ST, SUITE A
MINNEAPOLIS, MN 55439

OVERALL

CONTRACT DATE:

APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders Approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		\$0.00	\$0.00
Approved this Month		\$0.00	\$0.00
Number	Date Approved		
TOTALS		\$0.00	\$0.00
Net change by Change Orders		\$0.00	

The undersigned Construction Manager certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, and that current payments shown herein are now due.

CONSTRUCTION MANAGER: HOFFMANN + UHLHORN CONSTRUCTION, INC.

By: 

Date: 4/4/2022

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment of the Amounts Certified.

Application is made for Payment, as shown below,

Continuation Sheet, AIA Document G703, is attached.

1. COMMITTED COST	\$13,402,788.00
2. Net Change by Change Orders	\$0.00
3. SUM TO DATE (Line 1+2)	\$13,402,788.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$352,650.26
5. RETAINAGE:	
a. <u>5</u> % of Completed Work (Column D+E on G703)	\$17,632.51
b. <u> </u> % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$17,632.51
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$335,017.75
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$202,702.82
8. CURRENT PAYMENT DUE	\$132,314.93
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$13,067,770.25

State of: MINNESOTA

County of:

Anoka County

Subscribed and sworn to before me this

4/4/2022

Notary Public: 

My Commission expires:

31-Jan-23

AMOUNT CERTIFIED

\$

(Attach explanation if amount certified differs from the amount applied for).

ARCHITECT: **\$132,314.93**

By: 

Date: 2022-04-14



AIA Document G723, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.

ITEM NO.	DESCRIPTION OF WORK	A SCHEDULED VALUE	B CHANGE ORDERS	C REVISED SCHEDULE VALUE (A+B)	D WORK COMPLETED		F TOTAL COMPLETED AND STORED TO DATE (D+E)	G % (F/C)	H BALANCE TO FINISH (C-F)	I RETAINAGE
					FROM PREV. APPL.	THIS PERIOD				
Insurance	Builders Risk Insurance	25,000.00	0.00	25,000.00	0.00	0.00	0.00	0%	25,000.00	0.00
0	Payment and Performance Bond	127,464.00	0.00	127,464.00	128,488.00	(1,064.00)	127,424.00	100%	40.00	6,371.20
1	General Conditions	243,080.00	0.00	243,080.00	214.93	1,906.08	2,121.01	1%	240,958.99	106.05
Reimburse	Construction Management Reimburse	488,555.00	0.00	488,555.00	29,006.25	26,805.00	55,811.25	11%	432,743.75	2,790.56
Fee	Construction Management Fee	82,595.00	0.00	82,595.00	1,377.96	899.47	2,277.43	3%	80,317.57	113.87
Trailer	Temporary City Office Trailer	53,170.00	0.00	53,170.00	0.00	18,640.32	18,640.32	35%	34,529.68	932.02
Contingency	Construction Contingency	588,330.00	0.00	588,330.00	0.00	0.00	0.00	0%	588,330.00	0.00
Testing	Testing & Special Inspections	28,000.00	0.00	28,000.00	0.00	0.00	0.00	0%	28,000.00	0.00
#0330	Cast-In-Place Concrete	668,316.00	0.00	668,316.00	0.00	0.00	0.00	0%	668,316.00	0.00
#0341	Structtural Precast	1,755,999.00	0.00	1,755,999.00	0.00	0.00	0.00	0%	1,755,999.00	0.00
#0510	Steel Erection	93,400.00	0.00	93,400.00	0.00	0.00	0.00	0%	93,400.00	0.00
#0512	Steel Supply	485,000.00	0.00	485,000.00	0.00	0.00	0.00	0%	485,000.00	0.00
#0610	Carpentry & GC	1,027,000.00	0.00	1,027,000.00	14,819.25	1,728.00	16,547.25	2%	1,010,452.75	827.36
#0750	Roofing & Metal Panels	1,113,300.00	0.00	1,113,300.00	0.00	0.00	0.00	0%	1,113,300.00	0.00
#0790	Caulking & Firestopping	72,350.00	0.00	72,350.00	0.00	0.00	0.00	0%	72,350.00	0.00
#0810	Doors, Frames, Hardware - Supply	171,697.00	0.00	171,697.00	0.00	0.00	0.00	0%	171,697.00	0.00
#0833	Coiling & Sectional Doors	350,000.00	0.00	350,000.00	0.00	0.00	0.00	0%	350,000.00	0.00
#0840	Aluminum Storefronts & Curtainwall	400,410.00	0.00	400,410.00	2,500.00	0.00	2,500.00	1%	397,910.00	125.00
#0920	Drywall & Fireproofing	543,770.00	0.00	543,770.00	18,000.00	0.00	18,000.00	3%	525,770.00	900.00
#0930	Tile	154,980.00	0.00	154,980.00	0.00	0.00	0.00	0%	154,980.00	0.00
#0950	Acoustical Ceilings & Panels	126,000.00	0.00	126,000.00	0.00	0.00	0.00	0%	126,000.00	0.00
#0965	Resilient Flooring & Carpet	131,940.00	0.00	131,940.00	0.00	67,900.00	67,900.00	51%	64,040.00	3,395.00
#0990	Painting and Wallcovering	157,727.00	0.00	157,727.00	0.00	0.00	0.00	0%	157,727.00	0.00
#1420	Conveying Equipment	82,000.00	0.00	82,000.00	0.00	0.00	0.00	0%	82,000.00	0.00
#2100	Fire Protection	112,915.00	0.00	112,915.00	0.00	0.00	0.00	0%	112,915.00	0.00
#2200	Plumbing & Heating	854,000.00	0.00	854,000.00	0.00	0.00	0.00	0%	854,000.00	0.00
#2300	HVAC & Controls	962,000.00	0.00	962,000.00	0.00	18,000.00	18,000.00	2%	944,000.00	900.00
#2600	Electrical	1,454,170.00	0.00	1,454,170.00	13,500.00	0.00	13,500.00	1%	1,440,670.00	675.00
#3100	Earthwork & Site Utilities	575,790.00	0.00	575,790.00	0.00	0.00	0.00	0%	575,790.00	0.00
#3210	Asphalt Paving	317,200.00	0.00	317,200.00	5,465.00	4,464.00	9,929.00	3%	307,271.00	496.45
#3290	Landscaping & Fencing	144,630.00	0.00	144,630.00	0.00	0.00	0.00	0%	144,630.00	0.00
#TBD	Hoist	12,000.00	0.00	12,000.00	0.00	0.00	0.00	0%	12,000.00	0.00
	TOTAL CONTRACT AMOUNTS	13,402,788.00	0.00	13,402,788.00	213,371.39	139,278.87	352,650.26	3%	13,050,137.74	17,632.51



STAFF REPORT

DATE: May 3, 2022

CONSENT

AGENDA ITEM: Approve FY 2023-2027 MnDOT Master Partnership Contract

SUBMITTED BY: Jack Griffin, City Engineer

REVIEWED BY: Kristina Handt, City Administrator
Marty Powers, Public Works Director
Sam Magureanu, Finance Director
Sarah Sonsalla, City Attorney
Chad Isakson, Assistance City Engineer

ISSUE BEFORE COUNCIL: Should the City Council approve the FY 2023-2027 Master Partnership Contract with the Minnesota Department of Transportation (MnDOT)?

BACKGROUND: The City of Lake Elmo entered into a Master Partnership Contract with MnDOT for FY 2018-2022. To date, no services have been completed using this agreement, however, the agreement provides potential opportunities for providing collaborative services. The current contract is set to expire June 30, 2022.

PROPOSAL DETAILS/ANALYSIS: The Minnesota Department of Transportation (MnDOT) has established a partnership agreement program to promote and encourage the sharing of resources between MnDOT and local agencies. In order to participate in this partnership the City must enter into a Master Partnership Contract as prepared by MnDOT. Examples of routine services that may be provided through this agreement are shown in Exhibit A of the agreement and include material and laboratory testing; traffic signal, sign and street lighting maintenance and repair; pavement striping; bridge inspection; minor road maintenance and other services as outlined in the Contract.

The Master Partnership Contract establishes the framework for Mn/DOT and local agencies to provide services and payment to each other. However entering into this contract does not obligate the City to contract with MnDOT for any services at this time, rather the agreement allows the City to quickly and efficiently respond to opportunities for collaboration. The agreement would be effective until June 30, 2027.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the consent agenda*, a Resolution approving a Master Partnership Contract with the Minnesota Department of Transportation. If remove from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Resolution No. 2022-043 approving a Master Partnership Contract with the Minnesota Department of Transportation.”

ATTACHMENTS:

1. Resolution Approving a Master Partnership Contract with the Minnesota Department of Transportation.
2. Master Partnership Contract.

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

RESOLUTION NO. 2022-043

**A RESOLUTION APPROVING A MASTER PARTNERSHIP CONTRACT
WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION**

WHEREAS, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

WHEREAS, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

WHEREAS, the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write “work orders” against a master contract would provide the greatest speed and flexibility in responding to identified needs.

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of Lake Elmo:

1. That the City of Lake Elmo enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the City Council.
2. That the proper City officers are authorized to execute such contract, and any amendments thereto.
3. That the City Administrator, City Engineer or Public Works Director are authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the City Administrator, City Engineer or Public Works Director may execute such work order contracts on behalf of the City of Lake Elmo without further approval by this Council provided that the amount of the contract is within the City Administrator’s contracting authority.

ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE THIRD DAY OF MAY, 2022.

CITY OF LAKE ELMO

By: _____
Charles Cadenhead
Mayor

(Seal)
ATTEST:

Julie Johnson
City Clerk

**STATE OF MINNESOTA
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the “State” and the Lake Elmo City, acting through its City Council, in this contract referred to as the “Other Party.”

Recitals

1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a “road authority” as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a “Work Order” contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into “Work Order” contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Contract

1. Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms

- 1.1. **Effective Date:** This contract will be effective on July 1st, 2022, or upon the date last signed by all State officials as required under Minn. Stat. § 16C.05, subd. 2, whichever occurs last. The Other Party must not begin work under this Contract until ALL required signatures have been obtained and the Other Party has been notified in writing to begin such work by the State’s Authorized Representative.
- 1.2. **Expiration Date.** This Contract will expire on June 30, 2027.
- 1.3. **Exhibits.** Exhibit A is attached and incorporated into this agreement.
- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Other Party) for each particular engagement, except for Technical Services provided by the State to the Other Party as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully

executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Other Party understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.

- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of “Providing Party” and “Requesting Party”.** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. “Requesting Party” is defined as the party requesting the other party to perform work under a work order contract. “Providing Party” is defined as the party performing the scope of work under a work order contract.

2. Technical Services

- 2.1. Technical Services include repetitive low-cost services routinely performed by the State for the Other Party. If requested and authorized by the Other Party, these services may be performed by the State for the Other Party without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
 - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract (If you have questions regarding whether a service is covered under 2.1.1, please contact Contract Management).
- 2.2. The Other Party may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Other Party if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State’s normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Other Party the State’s then-current rate for performing the Technical Services. The then-current rate may include the State’s normal and customary additives. The State will invoice the Other Party upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring a Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.
- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task.” Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) cultural resources, engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing

relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.

- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party's own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Other Party will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although "on call" work orders may be prepared for certain types of services, especially for "Technical Services" items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Other Party will not be paid for work performed prior to execution of a work order contract and authorization by the State.

4. Responsibilities of the Providing Party

- 4.1. **Terms Applicable to ALL Work Order Contracts.** The terms in this section 4.1 will apply to ALL work order contracts.
 - 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
 - 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will

furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.

- 4.1.3. If the Other Party is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Other Party to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. **Additional Terms for Roadway Maintenance.** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
 - 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
 - 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
 - 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. **Additional Terms for Construction Administration.** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
 - 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
 - 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
 - 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
 - 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
 - 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
 - 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
 - 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.

- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Other Party will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Other Party must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Other Party is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
 - a. The Other Party will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Other Party, or its contractor, if work is suspended or stopped due to any such condition or concern.
 - b. The Other Party will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
 - c. The Other Party will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
 - d. All improvements constructed on the State's right-of-way will become the property of the State.

5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Other Party copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

- 6.1. In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Other Party under all work order contracts issued pursuant to this MPC will not exceed \$500,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Other Party will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.

7.4. Payment

- 7.4.1. **Generally.** The Requesting Party will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
- 7.4.2. **Payment by the Other Party.**
- a. The Other Party will make payment to the order of the Commissioner of Transportation.
 - b. IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.
 - c. Remit payment to the address below:
MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1050168W[XX] and Invoice Number: 00000[#####]
(see note above)
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155
- 7.4.3. **Payment by the State.**
- a. Generally. The State will promptly pay the Other Party after the Other Party presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.
 - b. Retainage for Professional and Technical Services. For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Other Party has satisfactorily fulfilled all the terms of the work order contract.

8. Conditions of Payment

- 8.1. All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and

regulations. The Providing Party will not receive payment for work found by the Requesting Party to be unsatisfactory or performed in violation of federal or state law.

9. State's Authorized Representative and Project Manager

- 9.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.
- 9.2. The State's Project Manager will be identified in each work order contract.

10. Other Party's Authorized Representative and Project Manager

- 10.1. The Other Party's Authorized Representative for administering this master contract is the Other Party's Engineer, and the Engineer has the responsibility to monitor the Other Party's performance. The Other Party's Authorized Representative is also authorized to execute work order contracts on behalf of the Other Party without approval of each proposed work order contract by its governing body.
- 10.2. The Other Party's Project Manager will be identified in each work order contract.

11. Assignment, Amendments, Waiver, and Contract Complete

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Other Party. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

12. Liability

- 12.1. Each party will be responsible for its own acts and omissions to the extent provided by law. The Other Party's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

13. State Audits

- 13.1. Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

14. Government Data Practices and Intellectual Property

- 14.1. **Government Data Practices.** The Other Party and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Other Party under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Other Party or the State.
- 14.2. **Intellectual Property Rights**

14.2.1. Intellectual Property Rights. The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. Obligations with Respect to Intellectual Property.

- a. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- b. **Representation.** The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. Affirmative Action

- 15.1. The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Other Party is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Other Party lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:
- 15.2. **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

- 15.3. **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.4. **Minn. R. Parts 5000.3400-5000.3600.**
- 15.4.1. **General.** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.4.2. **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers:
- The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.4.3. **Consequences.** The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.4.4. **Certification.** The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. Workers' Compensation

- 16.1. Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

17. **Publicity**

- 17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Other Party individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.
- 17.2. **Data Practices Act.** Section 17.1 is not intended to override the Other Party's responsibilities under the Minnesota Government Data Practices Act.

18. **Governing Law, Jurisdiction, and Venue**

- 18.1. Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. **Prompt Payment; Payment to Subcontractors**

- 19.1. The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Other Party lets a contract for work pursuant to any work order, the Other Party must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Other Party for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. **Minn. Stat. § 181.59.**

- 20.1. The Other Party will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

21. **Termination; Suspension**

- 21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Other Party. Upon termination, the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.2. **Termination by the Other Party for Convenience.** The Other Party may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination,

the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 21.3. **Termination for Insufficient Funding.** The State may immediately terminate or suspend this MPC and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Other Party. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Other Party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Other Party notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. Data Disclosure

- 22.1. Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Other Party consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Other Party to file state tax returns and pay delinquent state tax liabilities, if any.

23. Defense of Claims and Lawsuits

- 23.1. If any lawsuit or claim is filed by a third party (including but not limited to the Other Party's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Other Party will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Other Party will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Other Party will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Other Party, and will not be bound by the terms of any settlement entered into by the Other Party except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. Additional Provisions

- 24.1. NONE

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OTHER PARTY

The Other Party certifies that the appropriate person(s) have executed the contract on behalf of the Other Party as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____

Date: _____

Title: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

Exhibit A – Table of Technical Services
Master Partnership Contract Program FY 2023-2027

Date: 3/28/2022

Source Code	Title	Description
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic
2819	Bridge Curb, Walk And Railing	Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2855	Bridge Inspection Direct Support	Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance.
2828	Bridge Inspection-Federal Fund	All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.
2824	Bridge Inspection-Non-Federal	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
1421	Bridge Management System Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
2847	Bridge Poured/ Relief Joint Seal	All tasks associated with resealing bridge construction joints. Includes related traffic control. Related source type codes: Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance).
2829	Bridge Superstructure	All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2316	Brush & Tree Removal	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
0032	Business Unit Management	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
3000	Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.

Source Code	Title	Description
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.
1734	Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices).
1802	Construction Surveying	Use for surveys to provide staking for the contractor's operations and for any other construction phase surveying
2106	Crack Sealing	All surface crack sealing, crack filling, or rout and seal operations. Includes related materials, hauling, stockpiling, and traffic control.
3023	Elec Comm Eq Rep - Miles	
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
1800	Field Inspection	All construction project field inspection (not cyclical inspection of assets), including preparatory plans & spec review, measurement, and verification other than environmental monitoring. Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests. Witnessing claims, determination and computation of pay quantities, materials control and certification for progress vouchers, but not for final payments. Includes collecting and transporting samples for lab tests, but not the actual laboratory verifications. Includes all construction phase project related activities for project and resident engineers such as problem resolution, guidance and direction to field technicians. Includes all miscellaneous field engineering expenses used by district offices such as space rental, utilities, or other costs charged to the construction project Includes all work associated with evaluation of implementation of intelligent compaction devices to determine if construction contract terms have been met.
1040	Final Design Surveys	All district field and office tasks needed to respond to supplemental "Requests for Survey Data" and add the data to the surveys base map or DTM.
0601	Gen Training Preparation - Delivery	Use for time, materials, and travel expenses when developing or delivering training. includes course preparation, designing materials, and managing training records.
2210	Guardrail-Install/Repair/Maintenance	Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control.
2624	Indirect Expense	Indirect shop expenses and shop equipment. Allocate to mobile equipment.
1871	Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.

Source Code	Title	Description
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.
1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
2660	Misc Revenue	Used only by Office of Financial Management for billing and deposit transactions and to record payments to the department for gravel sold to contractors and others.
2822	Miscellaneous Bridge Maintenance	Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes work on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
2406	Plowing & Material Application	Shoulder to shoulder snow removal operation, winging back, snow blowing drifts, and the application of de-icing chemicals using mobile equipment. Includes changing cutting edges during event and related traffic control.
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3002	Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3007	Radio/Electronic System Engineering	Use for design of microwave, radio and miscellaneous electronic systems.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector" sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.

Source Code	Title	Description
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.
1182	Soils/Foundation Field/Laboratory Tests	All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct shear, permeability and triaxial tests.
1879	State Furnished Materials	Use to record labor hours, equipment usage, and material costs to supply state furnished materials to a state road construction project with federal participation.
1738	State Project - Specific Materials Inspection	Performing material inspection and engineering for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and related technical services in the field and offices when related to a particular SP. Use for SP specific tasks related to performing the review of shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).
1434	Structural Metals Inspection-Non DOT	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
2629	Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
0152	Support Services	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.
1312	Tech Assist-Outside MnDOT	Use when providing technical assistance to an organization external to MnDOT.
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
1876	Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT. Use with

Source Code	Title	Description
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1500	Traffic Mgt System Maintenance	Used by staff to maintain various Intelligent Transportation System (ITS) devices such as dynamic message signs, ramp meters, cameras, detection, cables, RICWS, video wall monitors, switches, routers or modems. Used to record all costs for maintenance activities related to traffic management fiber optics. Not to be used for Lighting or Traffic Signal maintenance.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).
2863	Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
1870	Traffic Signal Maintenance	Work related to the structural repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
2834	Waterway Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.



STAFF REPORT

DATE: May 3, 2022

CONSENT

AGENDA ITEM: Accept Bids and Award Contract for the 2022 Street Maintenance Project

SUBMITTED BY: Jack Griffin, City Engineer

REVIEWED BY: Kristina Handt, City Administrator
Marty Powers, Public Works Director
Mike Rusenovich, Project Engineer

ISSUE BEFORE COUNCIL: Should the City Council accept bids and award a contract for the 2022 Street Maintenance Project?

BACKGROUND: Each year the City implements preventive maintenance work on the public streets to extend the useful service life of the pavements. The 2022 Street Maintenance Project includes a robust program of crack sealing and seal coating of approximately 31.7 miles of City streets, or 43% of the total local street network. The expanded program for 2022 is intended to apply timely preventative maintenance to all the recently reconstructed street pavements from the City's robust capital improvement program, together with the many miles of new pavement that has been added to the City street system through new development. Together this represents the first seal coat to be placed on new pavements for over 24 miles of public streets. In addition, the maintenance program includes crack sealing and/or seal coating existing aged pavements that have not been treated in the past 7 years.

PROPOSAL DETAILS/ANALYSIS: The plans and specifications have been completed for the 2022 Street Maintenance Project and contractor bids were received, publicly opened, and read aloud on Friday, April 22, 2022. A Tabulation of Bids has been prepared and attached. The City received 2 bids with Pearson Bros, Inc. providing the lowest bid in the amount of \$769,789.00 vs. the engineer's estimate of \$890,000. The Project was advertised on QuestCDN.com and in the Stillwater Gazette in accordance with Minnesota competitive bidding requirements.

FISCAL IMPACT: Approval of this resolution commits the City Council to enter into a construction contract for the project in the amount of \$769,789.00. The project will be funded through the 2022 street maintenance funds.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the Consent Agenda*, a resolution accepting bids and awarding a contract to Pearson Bros, Inc. in the amount of \$769,789.00 for the 2022 Street Maintenance Project. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Resolution No. 2022-044, accepting bids and awarding a contract to Pearson Bros., Inc. in the amount of \$769,789.00 for the 2022 Street Maintenance Project.”

ATTACHMENTS:

1. Resolution Accepting Bids and Awarding a Contract.
2. Tabulation of Bids.
3. Project Location Maps.
4. Project Schedule.

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

RESOLUTION NO. 2022-044

**A RESOLUTION ACCEPTING BIDS AND AWARDING A CONTRACT FOR THE
2022 STREET MAINTENANCE PROJECT**

WHEREAS, pursuant to an advertisement for bids for the 2022 Street Maintenance Project, bids were received, opened, and tabulated according to law, and bids were received complying with the advertisement; and

WHEREAS, bids were tabulated, checked and summarized to verify that all requirements of the submittal were met; and

WHEREAS, the project engineer reviewed the bids and has provided a letter recommending the award of the contract to the lowest responsible bidder, Pearson Bros, Inc., for the bid amount of \$769,789.00.

NOW, THEREFORE, IT IS HEREBY RESOLVED,

1. That the Mayor and City Clerk are hereby authorized and directed to enter into a Contract in accordance with the above ordered Project, in the amount of the Contractor's lowest responsible bid, and according to the plans and specifications thereof approved by the City Council.
2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next two lowest bidders shall be retained until a contract has been signed.

ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE THIRD DAY OF MAY 2022.

CITY OF LAKE ELMO

By: _____
Charles Cadenhead
Mayor

(Seal)

ATTEST:

Julie Johnson
City Clerk

TABULATION OF BIDS

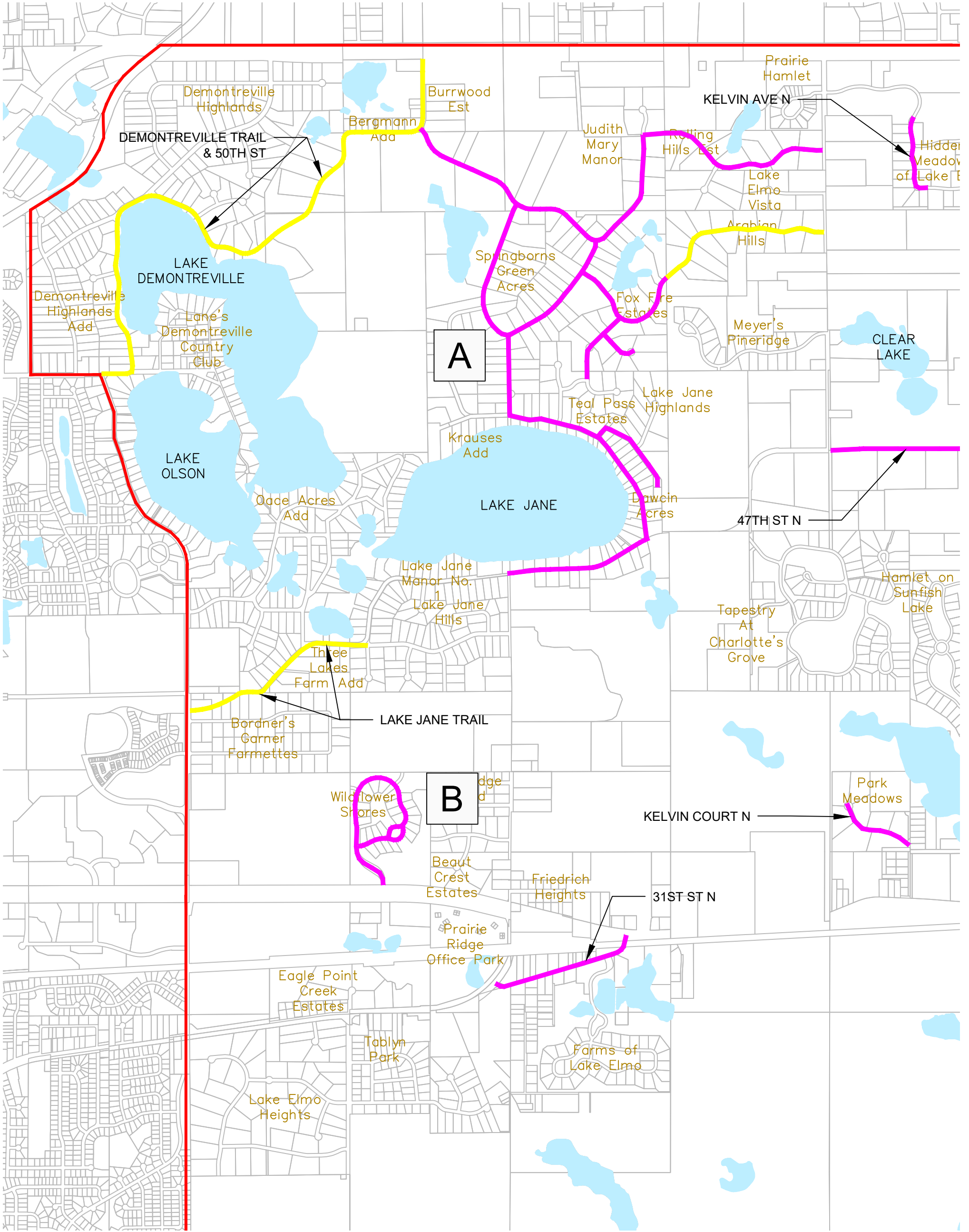
2022 STREET MAINTENANCE PROJECT
CITY OF LAKE ELMO, MINNESOTA
PROJECT NO. 2022.108

BIDS RECEIVED BY: APRIL 22, 10 AM

FOCUS ENGINEERING, inc.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PEARSON BROS, INC.		ALLIED BLACKTOP COMPANY	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	CRACK SEALING MATERIAL	88,700	LBS	\$1.37	\$121,519.00	\$2.40	\$212,880.00
2	BITUMINOUS SEAL COAT WITH 1/8" DRESSER TRAP ROCK AND CRS-2P EMULSIFIED ASPHALT	441,000	SY	\$1.47	\$648,270.00	\$1.66	\$732,060.00
TOTAL					\$769,789.00		\$944,940.00

CITY OF LAKE ELMO



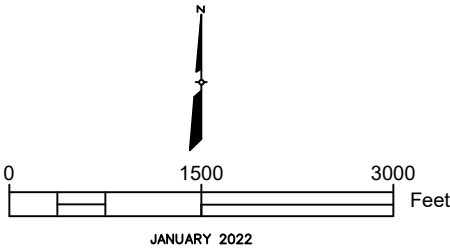
A - 2017, 2018 STREET IMP.
B - WILDFLOWER SHORES

NORTHWEST LAKE ELMO

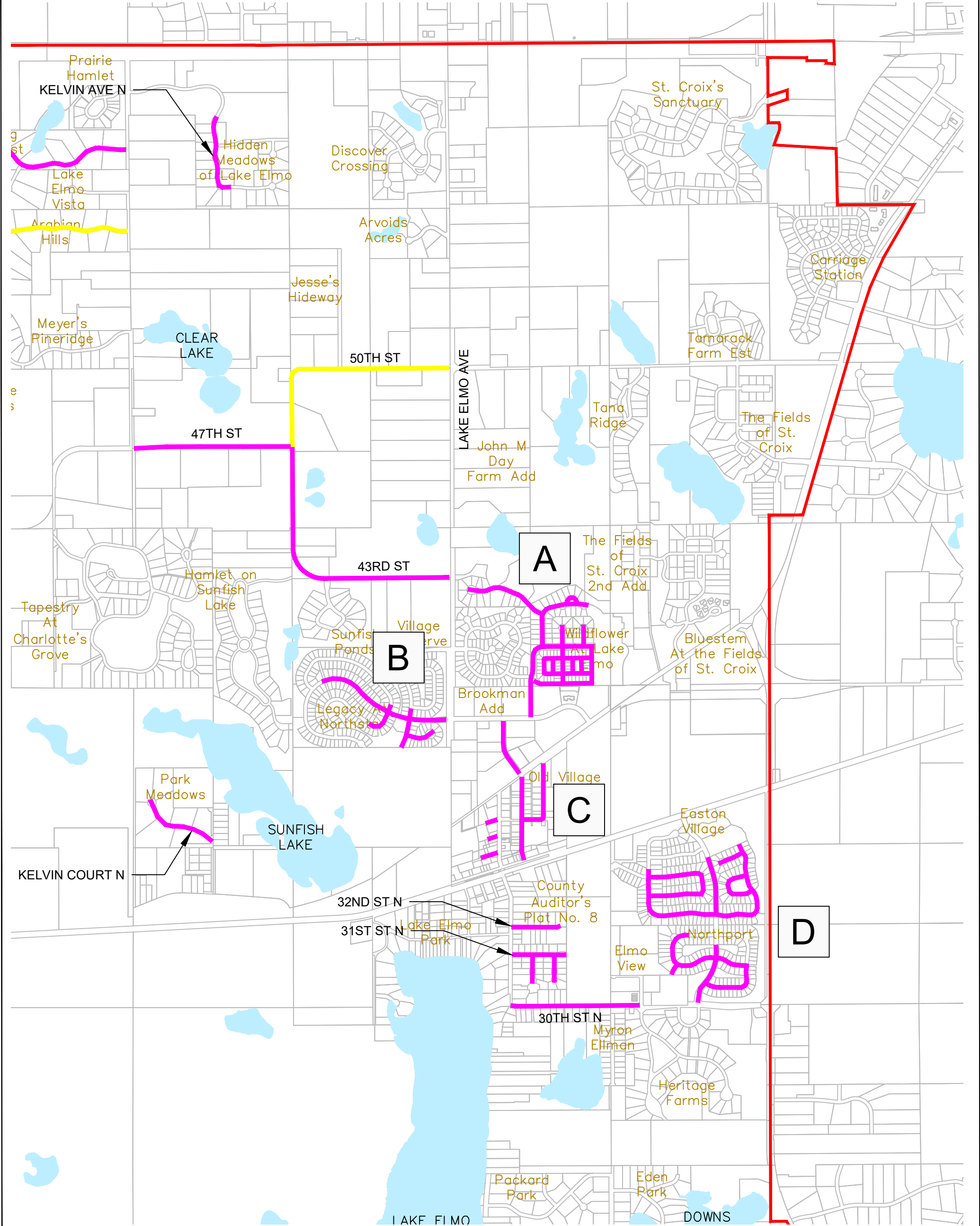
LEGEND

- 2022 CRACK SEAL & SEAL COAT
- 2022 CRACK SEAL ONLY

2022 STREET MAINTENANCE



CITY OF LAKE ELMO

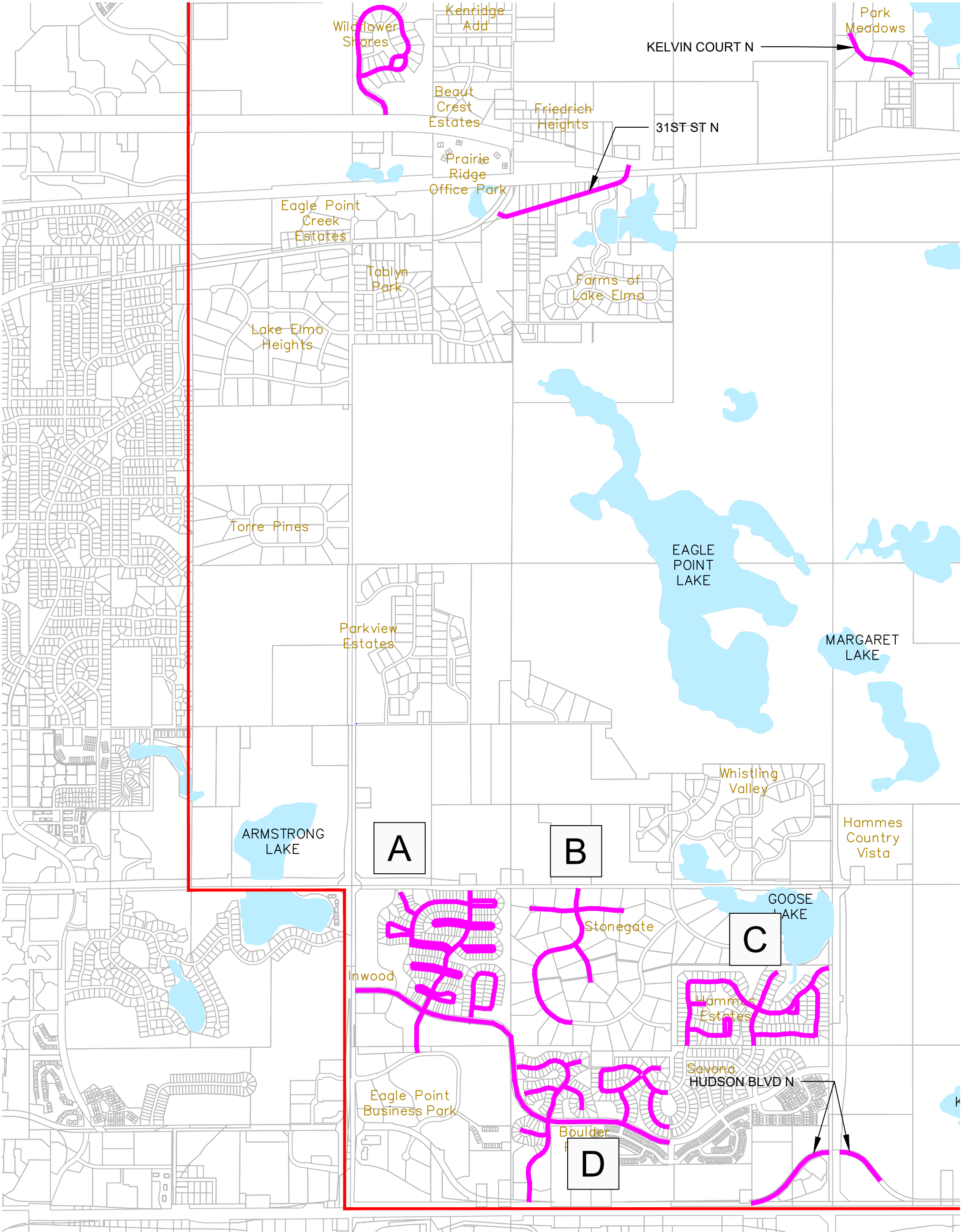


- A - WILDFLOWER
- B - LEGACY AT NORTHSTAR
- C - OLD VILLAGE
- D - EASTON VILLAGE / NORTHPORT

NORTHEAST LAKE ELMO

2022 STREET MAINTENANCE

CITY OF LAKE ELMO



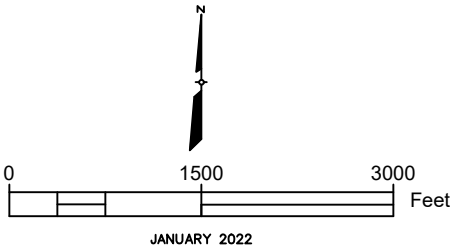
- A - INWOOD
- B - STONEGATE 1ST ADD.
- C - HAMMES ESTATES
- D - BOULDER PONDS / SAVONA 4TH ADD.

SOUTHWEST LAKE ELMO

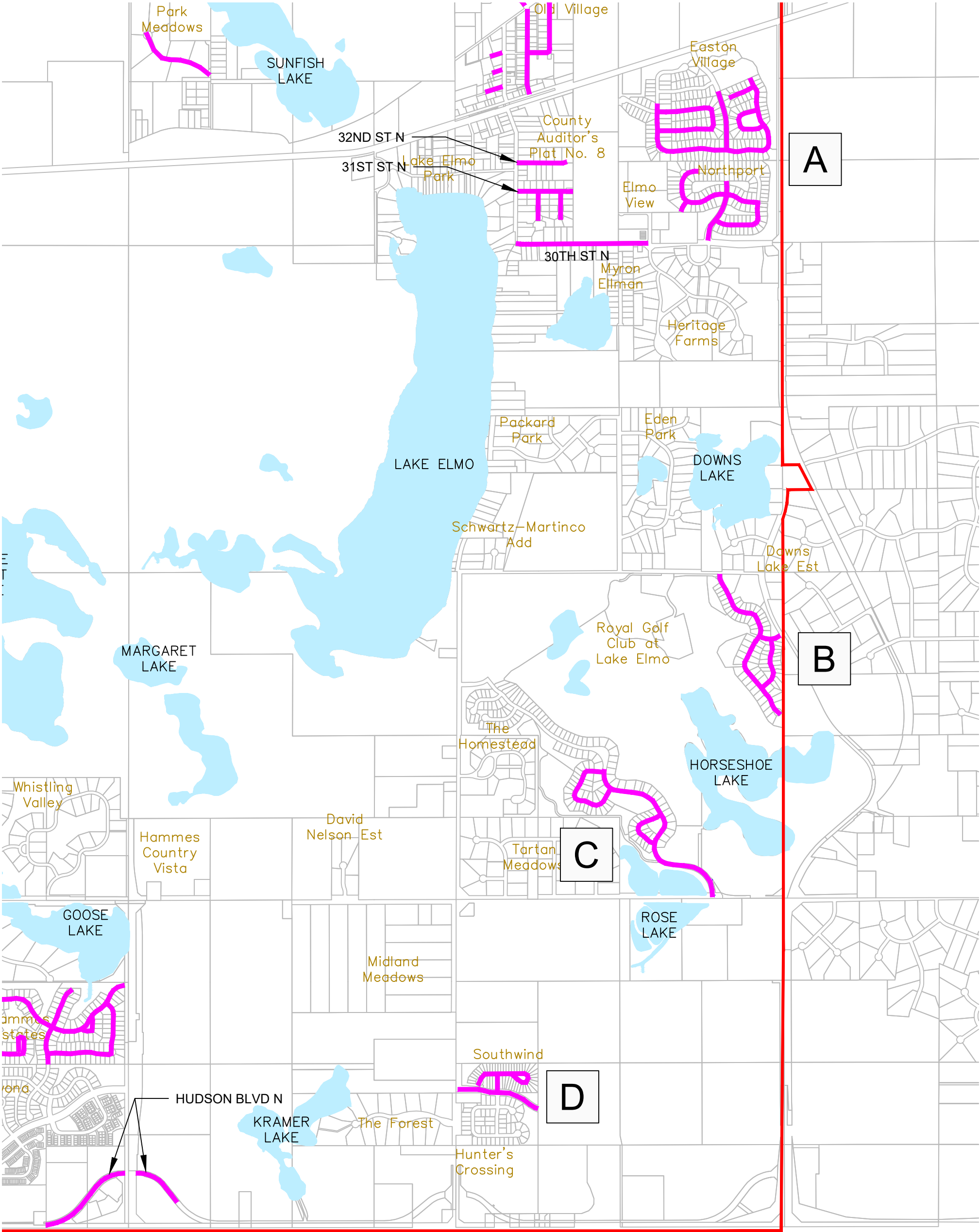
LEGEND

- 2022 CRACK SEAL & SEAL COAT
- 2022 CRACK SEAL ONLY

2022 STREET MAINTENANCE



CITY OF LAKE ELMO



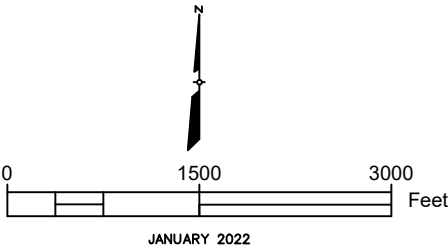
- A - EASTON VILLAGE / NORTHPORT
- B - ROYAL GOLF 1ST ADD
- C - ROYAL GOLF 2ND ADD
- D - SOUTHWIND / 5TH STREET N

SOUTHEAST LAKE ELMO

LEGEND

- 2022 CRACK SEAL & SEAL COAT
- 2022 CRACK SEAL ONLY

2022 STREET MAINTENANCE



PROJECT SCHEDULE CITY OF LAKE ELMO

2022 STREET MAINTENANCE PROJECT
PROJECT NO. 2022.108

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

MARCH 30, 2022	Placement of Advertisement for Bids. <ul style="list-style-type: none">– Stillwater Gazette. Publication on April 1– Quest CDN. Publication on March 30
APRIL 22, 2022	Receive Contractor bids.
MAY 3, 2022	Council accepts bids and awards Contract.
MAY 13, 2022	Conduct Pre-construction meeting and Issue Notice to Proceed.
AUGUST 5, 2022	Substantial Completion of Work; including initial sweeping of excess aggregate.
SEPTEMBER 5, 2022	Final Completion of Work; including punchlist and final documentation.



STAFF REPORT

DATE: May 3, 2022

CONSENT

AGENDA ITEM: Accept Bids and Award Contract for the Section 16 Sanitary Sewer Extension

SUBMITTED BY: Jack Griffin, City Engineer

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

ISSUE BEFORE COUNCIL: Should the City Council accept bids and award a contract for the Section 16 Sanitary Sewer Extension?

BACKGROUND: On March 1, 2022, the City Council approved the plans and specifications for the Section 16 Sanitary Sewer Extension and authorized staff to advertise the project for bids. The Project was advertised on QuestCDN.com and in the Stillwater Gazette in accordance with the Minnesota Competitive Bidding requirements.

The Section 16 Sanitary Sewer Extension is proposed to extend municipal sanitary service for the approximately 180-acres of City owned property located along County State Aid Highway (CSAH) 14 and Ideal Avenue (CSAH 13). The project includes the extension of sanitary sewer south along Ideal Avenue from the intersection of Ideal Avenue and 31st Street to a new connection point to the City of Oakdale's sanitary sewer system. A sewer stub will be left along the east boulevard of Ideal Avenue at 31st Street, for future connection. The Oakdale connection point is at Lift Station #6 located at the intersection of Ideal Avenue and Helmo Avenue/Stillwater Blvd. As part of the project implementation, the City has previously approved a Comprehensive Plan Amendment to allow for sewer development, executed an ongoing sanitary sewer use agreement with the City of Oakdale, and has executed a Cooperative Agreement with Oakdale for the reconstruction of the Oakdale lift station. With the completion of this project the approximately 75 acres located at Ideal Avenue, South of CSAH 14 will be sewer ready for development.

PROPOSAL DETAILS/ANALYSIS: Bids were received and opened electronically on March 30, 2022. The City received 4 bids for this project, with Park Construction Company providing the lowest bid in the amount of \$426,911.00. Contractor references for Park Construction were reviewed by the City's engineering consultant for the project and a letter recommending the award of the project is attached as part of this agenda item. The City Engineer and his consultant are therefore recommending that the Council award the contract to the lowest responsible bidder, Park Construction Company, as outlined in the attached letter.

As a part of this award staff is requesting Council to provide the City Administrator authorization to enter into a material testing contract for the geotechnical construction phase services for the project in the not-to-exceed amount of \$10,000. Staff has requested proposals from Braun Intertec and AET, Inc.

FISCAL IMPACT: Approval of this resolution commits the council to enter into a construction contract for the project. The total estimated Post-bid project cost is \$616,600. All improvements will be funded through the American Rescue Plan Act (ARPA) Funds.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the consent agenda*, a resolution accepting bids and awarding a contract to Park Construction Company. in the low bid amount of \$426,911.00 for the Section 16 Sanitary Sewer Extension. If removed from the consent agenda, the recommended motion for this action is as follows:

“Move to approve Resolution No. 2022–045, accepting bids and awarding a contract to Park Construction Company in the amount of \$426,911.00 for the Section 16 Sanitary Sewer Extension.”

Staff is also recommending that the City Council authorize, *as part of the consent agenda*, the City Administrator to enter into a material testing contract for geotechnical construction phase services for the project, in the not-to-exceed amount of \$10,000. If removed from the consent agenda, the recommended motion for this action is as follows:

“Move to authorize the City Administrator to enter into a material testing contract for geotechnical construction phase services in the not-to-exceed amount of \$10,000 for the Section 16 Sanitary Sewer Extension.”

ATTACHMENTS:

1. Resolution Accepting Bids and Awarding a Contract for the Section 16 Sanitary Sewer Extension.
2. Letter of Award Recommendation and Tabulation of Bids.
3. Project Schedule.

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

RESOLUTION NO. 2022-045

**A RESOLUTION ACCEPTING BIDS AND AWARDING A CONTRACT FOR THE
SECTION 16 SANITARY SEWER EXTENSION**

WHEREAS, pursuant to an advertisement for bids for the Section 16 Sanitary Sewer Extension, bids were received, opened, and tabulated according to law, and bids were received complying with the advertisement; and

WHEREAS, bids were tabulated, checked and summarized to verify that all requirements of the submittal were met; and

WHEREAS, the project engineer reviewed the bids and has provided a letter recommending the award of the contract to the lowest responsible bidder, Park Construction Company, for the bid amount of \$426,911.00.

NOW, THEREFORE, BE IT RESOLVED,

1. That the Mayor and City Clerk are hereby authorized and directed to enter into a Contract in the accordance with the above ordered Project, in the amount of the Contractor's lowest responsible bid, and according to the plans and specifications thereof approved by the City Council.
2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next two lowest bidders shall be retained until a contract has been signed.

ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE THIRD DAY OF MAY, 2022.

CITY OF LAKE ELMO

(Seal)
ATTEST:

Julie Johnson
City Clerk

By: _____
Charles Cadenhead
Mayor



Building a Better World
for All of Us®

March 31, 2022

RE: City of Lake Elmo, MN
Section 16 Sanitary Sewer Extension
Project No. 2021.116
SEH No. LAKMO 163611

Jack Griffin
City of Lake Elmo
3880 Laverne Avenue North, Suite 100
Lake Elmo, MN 55042

On March 30, 2022, 4 bids were received for the above-referenced project. The bids ranged from a low of \$426,911.00 to a high of \$610,954.42. The low bid received was submitted by Park Construction Company of Minneapolis, MN in the amount of \$426,911.00.

Park Construction Company	\$426,911.00
A-1 Excavating, Inc.	\$480,480.00
Miller Excavating, Inc.	\$498,233.33
Meyer Contracting, Inc.	\$610,954.42

We have attached a detailed bid tabulation.

In reliance on materials and information provided by the contractor, Park Construction Company, we have determined that according to the bonding agent, they presently have the financial ability to complete the project bid. SEH makes no representation or warranty as to the actual financial viability of the contractor or its ability to complete its work.

Park Construction Company has completed similar work for others in surrounding communities in the past. SEH engineers can conclude that they have the experience and ability to complete a project of this size and scope. Accordingly, we recommend the project be awarded to Park Construction Company in the amount of \$426,911.00.

Please contact me if you need any additional information or wish to discuss further.

Sincerely,

Todd M. Blank, PE (Lic. MN)
Principal/Sr. Project Manager

Enclosure: Bid Tabulation

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Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer



SEH TABULATION OF BIDS

1

2

Section 16 Sanitary Sewer Extension City of Lake Elmo SEH No.: LAKMO 163611 Bid Date: March 30, 2022 at 10:00 a.m.				Engineer's Estimate \$416,033.00		Park Construction Company 1481 81st Avenue NE Minneapolis, MN 55432 \$426,911.00		A-1 Excavating Inc. 8237 State Highway 64 Bloomer, WI 54724 \$480,480.00	
Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	MOBILIZATION	LS	1	\$25,000.00	\$25,000.00	\$40,300.00	\$40,300.00	\$55,000.00	\$55,000.00
2	CLEAR & GRUB	ACRE	0.6	10,000.00	6,000.00	8,700.00	5,220.00	16,000.00	9,600.00
3	SALVAGE & INSTALL SIGN (TYPE C OR STREET NAME SIGN)	EA	10	250.00	2,500.00	325.00	3,250.00	350.00	3,500.00
4	REMOVE & REPLACE CONCRETE CURB AND GUTTER (B618)	LF	150	50.00	7,500.00	48.50	7,275.00	48.00	7,200.00
5	REMOVE BITUMINOUS PAVEMENT	SY	2003	5.00	10,015.00	7.50	15,022.50	5.00	10,015.00
6	SAWING BIT PAVEMENT (FULL DEPTH)	LF	894	6.00	5,364.00	3.05	2,726.70	4.00	3,576.00
7	AGGREGATE BASE CLASS 5 (P)	CY	405	35.00	14,175.00	25.40	10,287.00	31.00	12,555.00
8	SUBGRADE CORRECTION (EV) (INCLUDES SGB - MOD 5%)	CY	1000	40.00	40,000.00	0.01	10.00	41.00	41,000.00
9	SELECT GRANULAR BORROW (MOD - 5%) (CV) (P)	CY	901	25.00	22,525.00	29.00	26,129.00	27.00	24,327.00
10	COMMON EXCAVATION (EV)	CY	1306	12.00	15,672.00	29.00	37,874.00	14.00	18,284.00
11	GEOTEXTILE FABRIC TYPE V	SY	600	5.00	3,000.00	3.15	1,890.00	2.00	1,200.00
12	STREET SWEEPING	HR	15	125.00	1,875.00	145.00	2,175.00	145.00	2,175.00
13	BITUMINOUS MATERIAL FOR TACK COAT	GAL	122	8.00	976.00	4.05	494.10	6.00	732.00
14	TYPE SP 12.5 WEARING COURSE MIX (3,B)	TON	370	125.00	46,250.00	100.00	37,000.00	91.00	33,670.00
15	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	260	125.00	32,500.00	116.00	30,160.00	108.00	28,080.00
16	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C) - BIKE PATH	TON	4	150.00	600.00	291.00	1,164.00	364.00	1,456.00
17	SANITARY MANHOLE (48") W/ CASTING (0-10')	EA	4	4,000.00	16,000.00	6,380.00	25,520.00	6,500.00	26,000.00
18	SANITARY MANHOLE (60") W/ CASTING (0-10')	EA	1	6,000.00	6,000.00	11,100.00	11,100.00	10,800.00	10,800.00
19	SANITARY SEWER MANHOLE EXTRA DEPTH (48") (OVER 10')	LF	19	250.00	4,750.00	310.00	5,890.00	320.00	6,080.00
20	SANITARY SEWER MANHOLE EXTRA DEPTH (60") (OVER 10')	LF	7	350.00	2,450.00	474.00	3,318.00	565.00	3,955.00
21	10" PVC PIPE SEWER (SDR 26)	LF	841	100.00	84,100.00	82.40	69,298.40	105.00	88,305.00



SEH TABULATION OF BIDS

1

2

Section 16 Sanitary Sewer Extension City of Lake Elmo SEH No.: LAKMO 163611 Bid Date: March 30, 2022 at 10:00 a.m.				Engineer's Estimate \$416,033.00		Park Construction Company 1481 81st Avenue NE Minneapolis, MN 55432 \$426,911.00		A-1 Excavating Inc. 8237 State Highway 64 Bloomer, WI 54724 \$480,480.00	
Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
22	CLEAN AND TELEWISE SANITARY SEWER	LF	841	4.00	3,364.00	3.30	2,775.30	5.00	4,205.00
23	24" CASING PIPE (JACKED/AUGERED/RAMMED)	LF	40	500.00	20,000.00	1,600.00	64,000.00	1,063.00	42,520.00
24	PIPE FOUNDATION ROCK	TON	100	40.00	4,000.00	10.00	1,000.00	39.00	3,900.00
25	2" RIGID INSULATION	SY	15	25.00	375.00	26.20	393.00	45.00	675.00
26	4" PVC PERF EDGE DRAIN W/ BACKFILL AND WRAP	LF	150	12.00	1,800.00	24.10	3,615.00	24.00	3,600.00
27	TRAFFIC CONTROL	LS	1	12,000.00	12,000.00	4,900.00	4,900.00	14,900.00	14,900.00
28	SILT FENCE, TYPE PA	LF	1120	5.00	5,600.00	1.70	1,904.00	3.00	3,360.00
29	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EA	1	1,000.00	1,000.00	1,520.00	1,520.00	1,000.00	1,000.00
30	SEDIMENT CONTROL LOG	LF	300	5.00	1,500.00	2.30	690.00	6.00	1,800.00
31	COMMON TOPSOIL BORROW (PULVERIZED) (LV)	CY	100	40.00	4,000.00	45.30	4,530.00	30.00	3,000.00
32	SEEDING (SEED MIXTURE 25-141) W/ EROSION CONTROL BLANKET (3N)	SY	1000	5.00	5,000.00	1.55	1,550.00	9.00	9,000.00
33	SEEDING (SEED MIXTURE 25-131)	ACRE	0.6	6,000.00	3,600.00	1,250.00	750.00	1,000.00	600.00
34	STORM DRAIN INLET PROTECTION	EACH	4	200.00	800.00	150.00	600.00	130.00	520.00
35	PAVEMENT MESSAGE MULTI-COMP (RIGHT ARROW)	SF	16	15.00	240.00	11.50	184.00	15.00	240.00
36	4" SOLID LINE WHITE MULTI-COMP	LF	730	3.00	2,190.00	1.10	803.00	2.00	1,460.00
37	12" SOLID LINE WHITE MULTI-COMP	LF	26	12.00	312.00	10.50	273.00	15.00	390.00
38	4" DOUBLE YELLOW MULTI-COMP	LF	600	5.00	3,000.00	2.20	1,320.00	3.00	1,800.00
TOTAL BID PRICE				\$416,033.00		\$426,911.00		\$480,480.00	



SEH TABULATION OF BIDS

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Section 16 Sanitary Sewer Extension City of Lake Elmo SEH No.: LAKMO 163611 Bid Date: March 30, 2022 at 10:00 a.m.				Miller Excavating, Inc. 3741 Stagecoach Trail North Stillwater, MN 55082 \$498,233.33		Meyer Contracting Inc. 11000 93rd Ave N Maple Grove, MN 55369 \$610,954.42	
Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price
1	MOBILIZATION	LS	1	\$23,372.16	\$23,372.16	\$50,000.00	\$50,000.00
2	CLEAR & GRUB	ACRE	0.6	18,774.87	11,264.92	14,500.00	8,700.00
3	SALVAGE & INSTALL SIGN (TYPE C OR STREET NAME SIGN)	EA	10	358.93	3,589.30	325.00	3,250.00
4	REMOVE & REPLACE CONCRETE CURB AND GUTTER (B618)	LF	150	47.01	7,051.50	46.01	6,901.50
5	REMOVE BITUMINOUS PAVEMENT	SY	2003	3.05	6,109.15	5.06	10,135.18
6	SAWING BIT PAVEMENT (FULL DEPTH)	LF	894	1.57	1,403.58	2.89	2,583.66
7	AGGREGATE BASE CLASS 5 (P)	CY	405	35.87	14,527.35	57.09	23,121.45
8	SUBGRADE CORRECTION (EV) (INCLUDES SGB - MOD 5%)	CY	1000	22.38	22,380.00	61.47	61,470.00
9	SELECT GRANULAR BORROW (MOD - 5%) (CV) (P)	CY	901	10.97	9,883.97	42.57	38,355.57
10	COMMON EXCAVATION (EV)	CY	1306	20.88	27,269.28	27.88	36,411.28
11	GEOTEXTILE FABRIC TYPE V	SY	600	2.74	1,644.00	5.90	3,540.00
12	STREET SWEEPING	HR	15	144.51	2,167.65	150.00	2,250.00
13	BITUMINOUS MATERIAL FOR TACK COAT	GAL	122	3.87	472.14	3.50	427.00
14	TYPE SP 12.5 WEARING COURSE MIX (3,B)	TON	370	96.52	35,712.40	87.40	32,338.00
15	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	260	115.52	30,035.20	104.60	27,196.00
16	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C) - BIKE PATH	TON	4	386.54	1,546.16	350.00	1,400.00
17	SANITARY MANHOLE (48") W/ CASTING (0-10')	EA	4	6,840.78	27,363.12	7,986.28	31,945.12
18	SANITARY MANHOLE (60") W/ CASTING (0-10')	EA	1	11,079.57	11,079.57	12,194.87	12,194.87
19	SANITARY SEWER MANHOLE EXTRA DEPTH (48") (OVER 10')	LF	19	431.75	8,203.25	533.90	10,144.10
20	SANITARY SEWER MANHOLE EXTRA DEPTH (60") (OVER 10')	LF	7	617.98	4,325.86	793.39	5,553.73
21	10" PVC PIPE SEWER (SDR 26)	LF	841	137.31	115,477.71	127.02	106,823.82



SEH TABULATION OF BIDS

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Section 16 Sanitary Sewer Extension City of Lake Elmo SEH No.: LAKMO 163611 Bid Date: March 30, 2022 at 10:00 a.m.				Miller Excavating, Inc. 3741 Stagecoach Trail North Stillwater, MN 55082 \$498,233.33		Meyer Contracting Inc. 11000 93rd Ave N Maple Grove, MN 55369 \$610,954.42	
Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price
22	CLEAN AND TELEWISE SANITARY SEWER	LF	841	3.31	2,783.71	3.29	2,766.89
23	24" CASING PIPE (JACKED/AUGERED/RAMMED)	LF	40	1,969.85	78,794.00	2,334.39	93,375.60
24	PIPE FOUNDATION ROCK	TON	100	46.77	4,677.00	37.79	3,779.00
25	2" RIGID INSULATION	SY	15	79.68	1,195.20	52.61	789.15
26	4" PVC PERF EDGE DRAIN W/ BACKFILL AND WRAP	LF	150	23.27	3,490.50	38.33	5,749.50
27	TRAFFIC CONTROL	LS	1	19,428.80	19,428.80	4,900.00	4,900.00
28	SILT FENCE, TYPE PA	LF	1120	3.17	3,550.40	2.15	2,408.00
29	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EA	1	1,197.64	1,197.64	1,800.00	1,800.00
30	SEDIMENT CONTROL LOG	LF	300	3.97	1,191.00	3.10	930.00
31	COMMON TOPSOIL BORROW (PULVERIZED) (LV)	CY	100	44.56	4,456.00	82.00	8,200.00
32	SEEDING (SEED MIXTURE 25-141) W/ EROSION CONTROL BLANKET (3N)	SY	1000	4.16	4,160.00	3.25	3,250.00
33	SEEDING (SEED MIXTURE 25-131)	ACRE	0.6	8,517.25	5,110.35	8,475.00	5,085.00
34	STORM DRAIN INLET PROTECTION	EACH	4	118.59	474.36	150.00	600.00
35	PAVEMENT MESSAGE MULTI-COMP (RIGHT ARROW)	SF	16	12.70	203.20	11.50	184.00
36	4" SOLID LINE WHITE MULTI-COMP	LF	730	1.21	883.30	1.10	803.00
37	12" SOLID LINE WHITE MULTI-COMP	LF	26	11.60	301.60	10.50	273.00
38	4" DOUBLE YELLOW MULTI-COMP	LF	600	2.43	1,458.00	2.20	1,320.00
TOTAL BID PRICE				\$498,233.33		\$610,954.42	

PROJECT SCHEDULE
CITY OF LAKE ELMO

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

SECTION 16 INFRASTRUCTURE IMPROVEMENTS
PROJECT NO. 2021.116

SEPTEMBER 7, 2021	Council orders preparation of preparation of Plans and Specifications.
MARCH 1, 2022	Council approves Plans and Specifications and orders Advertisement for Bids.
MARCH 30, 2022	Project Bid Date: Receive contractor bids.
MAY 3, 2022	Council accepts Bids and awards Contract.
MAY 30, 2022	Conduct Pre-Construction Meeting and issue Notice to Proceed. <ul style="list-style-type: none">OCTOBER 7, 2022 Substantial Completion.NOVEMBER 18, 2022 Final Completion.



STAFF REPORT

DATE: May 3, 2022

CONSENT

AGENDA ITEM: Approve Plans and Specifications and Order Advertisement for Bids for the 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, Assistant City Engineer

ISSUE BEFORE COUNCIL: Should the City Council approve the Plans and Specifications and Order the Advertisement for Bids for the Well No. 1 Abandonment and Pumphouse Demolition?

BACKGROUND: On March 15, 2022, the City Council authorized engineering services for the sealing and abandonment of Well No.1 and the 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. The well sealing work will be coordinated with the MN-DNR to allow them the opportunity to conduct an initial sounding and downhole investigation of the well after the pump is pulled, but before any abandonment work is completed. The contract documents have been prepared to provide the MN-DNR 10 working days to complete this work after the well pump is pulled.

PROPOSAL DETAILS/ANALYSIS: The plans and specifications have been completed for the project and are ready to be advertised for contractor bids. A bid date has been scheduled for May 31, 2022. Once received, bids will be reviewed by staff with results to be presented to council on June 7, 2022 to consider awarding a construction contract. The work will be completed in the early fall of 2022.

FISCAL IMPACT: Total Project Costs will be paid 90% through the MPCA Grant Agreement as part of the Production Well #5 Improvements with the remaining 10% city cost share to be paid from the Water Core Fund. The current MPCA grant agreement dated July 3, 2019 (SWIFT Contract: 155932) is set to expire on June 30, 2022. Staff has requested a time extension to December 31, 2022 to allow for the completion of these final improvements. Verbal approval of the time extensions was received from the MPCA on April 28, 2022.

Approval of this motion does not commit the council to the project 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. Total Project cost information will be provided once contractor bids are received. At this time the budget is anticipated to be within the grant agreement terms.

RECOMMENDATION: Staff is recommending that the City Council consider, *as part of the consent agenda*, approving a Resolution approving the plans and specifications and ordering the advertisement for bids for the Well No. 1 Abandonment and Pumphouse Demolition. If removed from the consent agenda, the recommended motion for this action is as follows:

“Move to approve Resolution No. 2022-046, approving the Plans and Specifications and Ordering the Advertisement for Bids for the Well No. 1 Abandonment and Pumphouse Demolition.”

ATTACHMENTS:

1. Resolution approving the Plans and Specifications and Ordering the Advertisement for Bids for the Well No. 1 Abandonment and Pumphouse Demolition.
2. Project Schedule.
3. Advertisement for Bids.

Project Plans and Specifications available for review at City Hall.

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

RESOLUTION NO. 2022-046

**A RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND
ORDERING ADVERTISEMENT FOR BIDS FOR THE
WELL NO. 1 ABANDONMENT AND PUMPHOUSE DEMOLITION**

WHEREAS, pursuant to City Council resolution, adopted on March 15, 2022, the City Engineer, together with Bolton and Menk, Inc., has prepared plans and specifications for the Well No. 1 Abandonment and Pumphouse Demolition and has presented such plans and specifications to the Council for approval.

NOW, THEREFORE, BE IT RESOLVED,

1. Such plans and specifications, a copy of which is on file at Lake Elmo City Hall, and made a part hereof, are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the official paper and posted online with Quest Construction Data Network (QuestCDN.com) an advertisement for bids upon the making of such improvements under such approved plans and specifications. The advertisement shall be published for at least 10 days, shall specify the work to be done, and shall state that sealed bids provided by following required electronic bidding procedures outlined by QuestCDN prior to the specified bid date and time and accompanied by a bid bond or cashier's check made payable to the City of Lake Elmo in an amount not less than 5% of the amount of such bid will be considered.

ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE THIRD DAY OF MAY, 2022.

CITY OF LAKE ELMO

(Seal)
ATTEST:

By: _____
Charles Cadenhead
Mayor

Julie Johnson
City Clerk

PROJECT SCHEDULE CITY OF LAKE ELMO

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

WELL #1 ABANDONMENT AND
PUMPHOUSE DEMOLITION
PROJECT NO. 2022.113
April 2022

JULY 3, 2019	Council Approves MPCA Grant Agreement for Well 5, Pumphouse No. 5, Well 5 Watermain Extension and Well 1 Abandonment and Building Demolition.
MARCH 15, 2022	Council orders preparation of Plans and Specifications.
MAY 3, 2022	Council approves Plans and Specifications and orders Advertisement for Bids.
MAY 31, 2022	Project Bid Date: Receive contractor bids.
JUNE 7, 2022	Council accepts Bids and awards Contract.
JUNE 21, 2022	Conduct Pre-Construction Meeting and issue Notice to Proceed. <ul style="list-style-type: none">August 19, 2022 Substantial Completion.September 16, 2022 Final Completion.

SECTION 0100 – ADVERTISEMENT FOR BIDS

WELL #1 ABANDONMENT AND PUMPHOUSE DEMOLITION PROJECT NO. 2022.113

FOR THE CITY OF LAKE ELMO WASHINGTON COUNTY, MINNESOTA

Notice is hereby given that bids will be received online through QuestCDN.com until 10:00 AM CDST, on Tuesday, May 31, 2022, via QuestCDN for furnishing all work and materials for the construction, complete in place, of the Well #1 Abandonment and Pumphouse Demolition project, consisting of the major work items in the following approximate quantities:

1 LS	Remove Well Pump
100 CY	Cement Grout
1 LS	Demolish Pumphouse

Together with other miscellaneous items and restoration.

This project is subject to Responsible Contractor Certification and Prevailing Wage Rates.

The bid opening will be conducted via Microsoft TEAMS Meeting, at which time the bids will be publicly opened and read aloud:

Lake Elmo Well #1 Abandonment and Pumphouse Demolition Bid Opening
Thursday, May 31, 2022 10:00 AM – 10:15 AM (CDST)

Link to join meeting: <https://tinyurl.com/Well1Abandonment>

Call in (audio only): 612-428-8778 Phone Conference ID: 856 945 936#

Any person monitoring the meeting remotely may be responsible for any documented costs. Message and data rates may apply.

Bids must be submitted electronically through QuestCDN no later than the date and time noted above, on the Proposal Forms provided in accordance with the Contract Documents, Plans, and Specifications as prepared by Bolton & Menk, Inc., www.bolton-menk.com, which are on file for inspection in the office of the City Clerk and City Engineer. For this project, the City will only be accepting online electronic bids through QuestCDN.

To access the electronic bid form, download the project document and click the bidding button at the top of the advertisement.

Prospective bidders must be on the plan holders list through QuestCDN for bids to be accepted. Bids will only be accepted from Contractors who purchase Bidding Documents as specified above.

Complete digital Proposal Forms, Plans, and Specifications for use by Contractors submitting a bid are available at www.QuestCDN.com. Digital plan documents may be downloaded for a non-refundable fee of \$45.00 by inputting Quest Project No. 8195901 on the website's Project search page. Please contact QuestCDN at (952) 233-1632 or info@QuestCDN.com for assistance in free membership registration, downloading, and working with this digital project information.

No bid will be considered unless submitted online prior to the time noted above for the closing of the bids, and accompanied by a bid bond in an amount not less than five percent (5%) of the total bid as a guarantee that the bidder, if successful, will enter into a contract with the City to perform the work described in the proposal. This deposit will be subject to forfeiture as provided by law. The deposits for the three lowest bidders will be retained

by the City until the contract has been awarded and executed but not longer than sixty (60) days. No bid may be withdrawn for a period of sixty (60) days following the bid opening.

The City reserves the right to reject any or all bids, to waive informalities or to award the contract to the lowest responsible bidder, in the best interest of the City. For Bids exceeding \$50,000, the Bidder shall submit to the City a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in Minnesota Statutes, section 16C.285, subdivision 3 on the Responsible Contractor Verification Form included with the Bid Proposal.

Dated: May 3, 2022

Julie Johnson, City Clerk
City of Lake Elmo

PUBLISHED: QuestCDN.com: May 6, 2022
Stillwater Gazette: May 6, 2022



STAFF REPORT

DATE: May 3, 2022

CONSENT

AGENDA ITEM: Approve Concurrence to Award a Construction Contract for the Oakdale Lift Station 6 Improvements

SUBMITTED BY: Jack Griffin, City Engineer

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

ISSUE BEFORE COUNCIL: Should the City Council concur with the City of Oakdale to award a construction contract for the Oakdale Lift Station 6 Improvements?

BACKGROUND: The City of Lake Elmo has been working with Oakdale to establish a sanitary sewer connection to Oakdale to serve the 180 acres located along Ideal Avenue and County State Aid Highway 14 (CSAH 14). Last fall Oakdale contracted with SEH to prepare plans and specifications to upgrade and relocate Lift Station 6 in order to ready their system capacity for serving the 180 acres in Lake Elmo. In addition, the City of Lake Elmo entered into two separate Cooperative Agreements with Oakdale to facilitate this sanitary sewer system connection, including the Lift Station 6 Improvement cost share Agreement, and an ongoing sewer use and maintenance Agreement.

PROPOSAL DETAILS/ANALYSIS: The City of Oakdale received, opened, and tabulated bids on April 25, 2022 and is recommending the award of a construction contract to the lowest responsible bidder, Pember Companies, Inc. in the low bid amount of \$1,227,658.40. Oakdale received 2 bids with the second bid in the amount of \$1,252,749.00.

Following the bid opening, Oakdale updated the Post Bid Estimate of Project Cost using the contractor's actual unit pricing from the bid tabulation. The post bid estimated cost share for Lake Elmo is \$449,712.40 vs. a pre-bid estimated amount of \$267,900.

FISCAL IMPACT: The total post-bid estimated project cost share for Lake Elmo is \$449,712.40 based on Lake Elmo paying 30% of the estimated total project costs. Because the project costs are based on estimated quantities, the actual cost share is determined once the project is complete and the final quantities and costs are known. All improvements will be funded through the American Rescue Plan Act (ARPA) Funds.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the consent agenda*, a Resolution Concurring with the City of Oakdale to Award a Construction Contract for the Oakdale Lift Station 6 Improvements. If removed from the *consent agenda*, the recommended motion for the action is as follows:

“Move to approve Resolution No. 2022-047 Concurring with the City of Oakdale to Award a Construction Contract for the Oakdale Lift Station 6 Improvements.”

ATTACHMENTS:

1. Resolution Concurring with the City of Oakdale to Award a Construction Contract for the Oakdale Lift Station 6 Improvements.
2. Letter of Award Recommendation and Tabulation of Bids.

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

RESOLUTION NO. 2022-047

**A RESOLUTION CONCURRING WITH CITY OF OAKDALE TO AWARD A
CONSTRUCTION CONTRACT FOR THE
OAKDALE LIFT STATION 6 IMPROVEMENTS**

WHEREAS, Lake Elmo has requested, by mutual agreement with Oakdale, to add future sanitary sewer flows from 180-acres of undeveloped land (“Property”) in Lake Elmo near Ideal Avenue and County Road 14, which is proposed to be developed with industrial, commercial, and residential uses; and

WHEREAS, the sewage from the Property would flow to Oakdale’s existing Lift Station 6 located at Ideal Avenue and Stillwater Boulevard in Oakdale’s Sewer District 8, which then flows by gravity through Oakdale’s Sewer Districts 9, 11, 7, 12, 15, and 17; and

WHEREAS, prior to adding such future sanitary sewer flows, Oakdale intends to make improvements to its sanitary sewer system on Stillwater Boulevard, including relocation of Lift Station 6 and improvements to related pumps, wet wells, force mains, and other sanitary sewer infrastructure (“Project”); and

WHEREAS, Oakdale and Lake Elmo entered into an Agreement to administer the ongoing obligations related to the Project, including to establish certain responsibilities and charges for Lake Elmo to pay to Oakdale for such future sanitary sewer flows; and

WHEREAS, Oakdale and Lake Elmo also entered into a cooperative agreement dated August 18, 2021 to facilitate Oakdale’s construction of the Project and Oakdale and Lake Elmo’s share in the costs of the Project; and

WHEREAS, Oakdale completed the preparation of plans and specifications for the Lift Station 6 Improvements, received, opened, and tabulated bids, and is recommending the award of a construction contract to the lowest responsible bidder; and

WHEREAS, Oakdale has provided the City with an updated Post Bid Total Project Estimated Cost together with an estimate for Lake Elmo’s cost share in the Project to be \$449,712.40.

NOW, THEREFORE, BE IT RESOLVED, the City Council hereby concurs with the City of Oakdale to award a construction contract as recommended.

ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE THIRD DAY OF MAY, 2022.

CITY OF LAKE ELMO

By: _____
Charles Cadenhead
Mayor

(Seal)
ATTEST:

Julie Johnson, City Clerk



Building a Better World
for All of Us®

April 27, 2022

Re: Oakdale, MN
Lift Station 6 Improvements
SEH No. OAKDA 163692
City Project 2021-02

Brian Bachmeier, PE
City Engineer
City of Oakdale
1584 Hadley Avenue North
Oakdale, MN 55128

On Monday, April 25, 2022, at 10:00 a.m., two (2) bids were received for the above-referenced project. The low bid was submitted by Pember Companies, Inc. This is higher than the estimate for construction cost due to factors including material prices, supply chain issues, and contractor work volume. This is not expected to improve this construction season and may worsen next year. The summary results are shown and a bid tabulation is attached.

	Contractor	Total Bid
1	Pember Companies, Inc	\$1,227,658.40
2	Minger Construction Co., Inc.	\$1,252,749.00
	Engineer's Estimate	\$737,800

In reliance on materials and information provided by the contractor, Pember Companies, Inc., we have determined that according to the bonding agent, they presently have the financial ability to complete the project bid. SEH makes no representation or warranty as to the actual financial viability of the contractor or its ability to complete its work.

Pember Companies has also successfully completed similar work for others in surrounding communities recently. SEH engineers can conclude that they have the experience and ability to complete a project of this size and scope. Accordingly, we recommend the project be awarded to Pember Companies, Inc. in the amount of \$1,227,658.40.

Please contact me if you wish to discuss this or need any further information.

Sincerely,

Todd M. Blank, PE
Principal

Attachment



TABULATION OF BIDS

Lift Station 6 Improvements Oakdale, Minnesota SEH No.: OAKDA 163692 Bid Date: 10:00 a.m., Monday, April 25, 2022				Engineer's Estimate		Pember Companies, Inc.		Minger Construction Co. Inc.	
				\$737,800.00		\$1,227,658.40		\$1,252,749.00	
Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	MOBILIZATION	LS	1	30,000.00	30,000.00	46,065.00	46,065.00	30,000.00	30,000.00
2	ABANDON EXISTING SANITARY LIFT STATION SYSTEM	LS	1	20,000.00	20,000.00	45,000.00	45,000.00	14,000.00	14,000.00
3	F&I SANITARY LIFT STATION SYSTEM	LS	1	400,000.00	400,000.00	728,700.00	728,700.00	730,000.00	730,000.00
4	REMOVE BOLLARDS	EA	2	100.00	200.00	140.00	280.00	430.00	860.00
5	REMOVE SANITARY MANHOLE	EA	3	600.00	1,800.00	1,680.00	5,040.00	3,000.00	9,000.00
6	REMOVE SANITARY SEWER OR FORCE MAIN PIPE	LF	150	15.00	2,250.00	45.00	6,750.00	30.00	4,500.00
7	REMOVE SANITARY SEWER GATE VALVE & BOX	EA	4	100.00	400.00	200.00	800.00	477.00	1,908.00
8	REMOVE POWER POLE & GUY WIRE	LS	1	500.00	500.00	1,080.00	1,080.00	5,250.00	5,250.00
9	REMOVE STORM SEWER PIPE	LF	133	10.00	1,330.00	6.00	798.00	32.00	4,256.00
10	CLEAR & GRUB	EA	7	600.00	4,200.00	1,100.00	7,700.00	735.00	5,145.00
11	ENGINE GENERATOR 125 KW	EA	1	80,000.00	80,000.00	60,700.00	60,700.00	65,000.00	65,000.00
12	SALVAGE & INSTALL CASTING	EA	2	600.00	1,200.00	420.00	840.00	705.00	1,410.00
13	SALVAGE & INSTALL SIGN	EA	2	200.00	400.00	635.00	1,270.00	700.00	1,400.00
14	ADJUST GATE VALVE BOX	EA	3	200.00	600.00	245.00	735.00	200.00	600.00
15	REMOVE & REPLACE CONCRETE CURB AND GUTTER (B618 OR B624)	LF	150	40.00	6,000.00	52.50	7,875.00	66.00	9,900.00
16	REMOVE CONCRETE PAVEMENT	SY	15	12.00	180.00	27.00	405.00	57.00	855.00
17	REMOVE BITUMINOUS PAVEMENT	SY	300	5.00	1,500.00	8.20	2,460.00	15.00	4,500.00
18	SAWING BIT PAVEMENT (FULL DEPTH)	LF	150	8.00	1,200.00	3.90	585.00	2.00	300.00
19	SITE GRADING	LS	1	10,000.00	10,000.00	26,000.00	26,000.00	5,000.00	5,000.00
20	BOLLARD	EA	3	600.00	1,800.00	965.00	2,895.00	1,344.00	4,032.00
21	AGGREGATE BASE CLASS 5	TON	450	35.00	15,750.00	34.65	15,592.50	42.00	18,900.00
22	REPLACEMENT BACKFILL (SELECT GRANULAR BORROW - MOD 5%)	TON	150	35.00	5,250.00	30.00	4,500.00	43.00	6,450.00
23	CRUSHED ROCK PIPE FOUNDATION	TON	100	40.00	4,000.00	43.00	4,300.00	108.00	10,800.00
24	GEOTEXTILE FABRIC TYPE IV	SY	200	5.00	1,000.00	4.00	800.00	4.00	800.00
25	STREET SWEEPING	HR	8	125.00	1,000.00	135.00	1,080.00	157.00	1,256.00



TABULATION OF BIDS

Lift Station 6 Improvements Oakdale, Minnesota SEH No.: OAKDA 163692 Bid Date: 10:00 a.m., Monday, April 25, 2022				Engineer's Estimate		Pember Companies, Inc.		Minger Construction Co. Inc.	
				\$737,800.00		\$1,227,658.40		\$1,252,749.00	
Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
26	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) - STREET PATCHING(4"-6")	SY	50	40.00	2,000.00	79.50	3,975.00	63.00	3,150.00
27	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C) - BIKE PATH	TON	40	150.00	6,000.00	208.00	8,320.00	170.00	6,800.00
28	CONNECT TO EXISTING STORM SEWER	EA	1	500.00	500.00	1,265.00	1,265.00	2,286.00	2,286.00
29	12" RC PIPE SEWER, DES 3006 CL V	LF	65	50.00	3,250.00	111.50	7,247.50	113.00	7,345.00
30	12" RC APRON W/TRASH GUARD	EA	1	1,200.00	1,200.00	2,345.00	2,345.00	2,400.00	2,400.00
31	STORM SEWER CATCH BASIN (MH TYPE B) WITH CASTING (4342)	EA	1	2,000.00	2,000.00	3,560.00	3,560.00	3,577.00	3,577.00
32	TRUNCATED DOMES (CAST IRON)	SF	20	50.00	1,000.00	67.70	1,354.00	75.00	1,500.00
33	CONNECT TO EXIST SANITARY SEWER, OR METER MH	EA	3	1,000.00	3,000.00	2,090.00	6,270.00	8,585.00	25,755.00
34	SANITARY MANHOLE WITH CASTING AND NEOPRENE SEALING SLEEVE	EA	3	2,500.00	7,500.00	16,500.00	49,500.00	14,500.00	43,500.00
35	10" PVC PIPE SEWER (SDR 26)	LF	35	80.00	2,800.00	179.50	6,282.50	368.00	12,880.00
36	12" PVC PIPE SEWER (SDR 26)	LF	79	80.00	6,320.00	178.60	14,109.40	273.00	21,567.00
37	12" DIP PIPE SEWER (CL 50)	LF	20	80.00	1,600.00	283.50	5,670.00	338.00	6,760.00
38	8" DIP FORCEMAIN	LF	20	80.00	1,600.00	134.25	2,685.00	133.00	2,660.00
39	10" DIP FORCE MAIN	LF	110	80.00	8,800.00	146.10	16,071.00	180.00	19,800.00
40	DIP COMPACT FITTINGS (FORCE MAIN)	LB	400	10.00	4,000.00	12.80	5,120.00	16.35	6,540.00
41	CONNECT TO EXISTING FORCE MAIN	EA	1	3,000.00	3,000.00	4,740.00	4,740.00	7,070.00	7,070.00
42	TURN OFF & CAP 1" CORPORATION STOP AT 12" WATER MAIN	EA	1	2,000.00	2,000.00	835.00	835.00	1,914.00	1,914.00
43	OFFSET 12" DIP WATER MAIN	LS	1	8,000.00	8,000.00	9,000.00	9,000.00	11,000.00	11,000.00
44	F&I FLUME, ULTRASONIC LEVEL SENSOR, & WIRING IN EXIST 5' DIA MH	LS	1	5,000.00	5,000.00	12,300.00	12,300.00	14,362.00	14,362.00
45	TEMPORARY CONVEYANCE OF SEWER FLOWS DURING CONST.	LS	1	6,000.00	6,000.00	29,000.00	29,000.00	32,000.00	32,000.00
46	8" REINFORCED CONCRETE (EQUIPMENT PADS)	SY	20	125.00	2,500.00	143.10	2,862.00	450.00	9,000.00



TABULATION OF BIDS

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				\$737,800.00		\$1,227,658.40		\$1,252,749.00	
Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
47	6" REINFORCED CONCRETE PAVEMENT	SY	370	125.00	46,250.00	87.85	32,504.50	125.00	46,250.00
48	TRAFFIC CONTROL	LS	1	4,000.00	4,000.00	6,700.00	6,700.00	5,697.00	5,697.00
49	CROSSWALK MULTI-COMP	SF	48	10.00	480.00	9.00	432.00	6.00	288.00
50	4" SOLID LINE WHITE MULTI-COMP	LF	200	3.00	600.00	2.70	540.00	2.50	500.00
51	SILT FENCE, TYPE PA	LF	300	5.00	1,500.00	3.00	900.00	2.50	750.00
52	STRAW BIOROLL	LF	250	5.00	1,250.00	4.00	1,000.00	4.00	1,000.00
53	TURF RESTORATION	SY	1600	5.00	8,000.00	4.00	6,400.00	4.00	6,400.00
54	EROSION CONTROL BLANKET (3N)	SY	350	3.00	1,050.00	3.20	1,120.00	4.00	1,400.00
55	INLET PROTECTION	EACH	4	150.00	600.00	130.00	520.00	134.00	536.00
56	CONIFEROUS TREE 8' HT (B&B) - BLACK HILLS SPRUCE	TREE	6	450.00	2,700.00	1,060.00	6,360.00	995.00	5,970.00
57	CONIFEROUS TREE 8' HT (B&B) - BALSAM FIR	TREE	6	450.00	2,700.00	1,070.00	6,420.00	995.00	5,970.00
TOTAL BID PRICE				\$737,800		\$1,227,658.40		\$1,252,749.00	



STAFF REPORT

DATE: 5/3/2022

REGULAR

ITEM #:

TO: City Council

FROM: Marty Powers, Public Works Director

AGENDA ITEM: Royal South Lift Station Generator Purchase

REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND: The City of Lake Elmo Public Works Department utilizes backup generators on wells and sanitary lift stations. The backup generators provide uninterrupted power to the pumps, alarms and electrical controls of the lift station, should the primary electrical service fail. Of these generators, the Royal South lift station generator has experienced major engine failure.

ISSUE BEFORE COUNCIL: Should the City Council approve the purchase of a replacement emergency backup generator for the Royal South lift station?

PROPOSAL DETAILS/ANALYSIS: Proceeding with this purchase will insure uninterrupted electrical service to the Royal South Sanitary Lift Station by replacing a failed emergency backup generator.

FISCAL IMPACT: Purchase and installation a Cummins RS80 generator shall not exceed \$40,000. The funding is still being determined.

The following turnkey quotes have been submitted:

Kodiak Power	\$38,190.00
Allied Generators	\$36,050.00

OPTIONS: Approve Allied Generators to replace the emergency generator
Deny Allied Generators in replacing the emergency generator
Table the replacement until more information is gathered

RECOMMENDATION: *“Motion to approve Allied Generators in replacing the emergency generator for the Royal South Lift Station for an amount not to exceed \$40,000”*

ATTACHMENTS:

- Kodiak Power Quote
- Allied Generator Quote

Allied Generators
577 Shoreview Park Rd
Shoreview, MN 55126
Phone: 651-770-3483
Fax: 651-770-6924



Bid #: RH.9731

Bid Date: 4/26/2022
Last Updated: 4/26/2022

Customer

City of Lake Elmo
1011 Palmer Dr
Lake Elmo, MN 55042

General Customer Contacts

Phone: 651-747-3941

Fax:

Cell:

Job

City of Lake Elmo
1011 Palmer Dr
Lake Elmo, MN 55042

Primary Contact

Name: City of Lake Elmo
Phone: 651-747-3941

Cell:

Provide labor, material and services, in accordance with the following specifications and subject to the terms of this contract.

As per attached sheets

Any changes or additions requested by customer or their agents may incur additional charges. any changes or alterations by others may void all warranties or guarantees.

The price for the work above will be: **\$36,050.00**

The proposal is void if not accepted in writing within 30 days after the proposal date

Terms:

Proposal good for 30 days

*50% down, balance upon completion. Interest will be charged on all overdue accounts at 1.5% interest per month, plus any attorneys fees.

System will be billed as complete if final connections or testing are delayed due to customer request.

• **Credit Card Payments add 3%**

Allied Generators

By: Roger Heath

ACCEPTANCE: The Above prices specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified and payment will be made as outline above.

please sign and return one copy of each page as acceptance

Date of acceptance: _____ Signature _____

Allied Generators

577 Shoreview Park Rd
Shoreview, MN 55126
Phone: 651-770-3483
Fax: 651-770-6924

**Bid #: RH.9731****Bid Date:** 4/26/2022**Last Updated:** 4/26/2022**Customer**

City of Lake Elmo
1011 Palmer Dr
Lake Elmo, MN 55042

Job

City of Lake Elmo
1011 Palmer Dr
Lake Elmo, MN 55042

Job Description

80kw Generator replament

Bid Items**Generator**

1 Cummins 80kw RS80

System Voltage

1 277/480V 3 Phase

Transfer Switch

1 Use existing transfer switch

Accessories

1 Battery 4D Extreme Cold

1 Oil Heater Kit

1 Extreme Cold-1500 Watt Heater

Electrical

1 Disconnect and remove old generator. Rewire new generator

Fuel

1 Natural gas piping and connection.

Misc.

1 Remove existing generator

Enclosure

1 Sound enclosure

Breaker Size

1 100 amp

Allied Generators

577 Shoreview Park Rd
Shoreview, MN 55126
Phone: 651-770-3483
Fax: 651-770-6924

**Bid #: RH.9731****Bid Date:** 4/26/2022**Last Updated:** 4/26/2022**Customer**

City of Lake Elmo
1011 Palmer Dr
Lake Elmo, MN 55042

Job

City of Lake Elmo
1011 Palmer Dr
Lake Elmo, MN 55042

Job Description

80kw Generator replacement

Setting and Startup Services

- 1 Set generator with crane
- 1 Generator startup, 2 hour load bank, and customer training

Sales Tax

- 1 Sales tax NOT included

Warranty

- 1 Standard 2 year warranty

Total: \$36,050.00



Proposal		
From: Kodiak Power Systems Inc. PO Box 10555 White Bear Lake MN Phone: (612)-508-8424 Email- mproulx@kodiakpowersystems.com Web- www.kodiakpowersystems.com	To:	Marty Powers
	Title:	Public Works Director
	Company:	City of Lake Elmo
	Address:	3800 Laverne Ave North
	City:	Lake Elmo, MN
	Phone:	651-248-7828
	Email:	
<input checked="" type="checkbox"/> New Equipment <input type="checkbox"/> Used Equipment <input type="checkbox"/> Other Quote Expiry: 14 Days	Project Name:	Royal South - Generator Replacement
	Date:	5/15/2022
Description: Proposed New 80 Kw Generator as a replacment to the existing generator at the site due to major failure. Turn-Key installation includes, removal of existing generator, new generator installation, start-up, commissioning and customer training.		

We propose to furnish in accordance with the following specifications terms and conditions

Quantity:	1
Model:	Cummins CN80
Rating:	80 KW
Voltage:	480/277
Breaker:	100 Amp
Switch Gear:	N/A
Warranty:	2-year Standard
Installation:	<input checked="" type="checkbox"/> Turn-Key <input type="checkbox"/> By Others
Other:	Extreme Cold Weather Package, CCV heater-Battery Heater- Upgraded Battery & JW Heater

Generator Price:	\$ 31,990.00
Switch Gear Price:	\$ N/A
Factory Freight:	\$ Included
Dealer Prep:	\$ 500.00
Start-Up:	\$ 1100.00
Extended Warranty: Available *	\$ *
Crane Charges:	\$ 500.00
Project Management:	\$ 2,500.00
Electrical Installation:	\$ 1,100.00
Mechanical Installation:	\$ 1,500.00
System Integrator (SCADA):	\$ N/A
Concrete Pad:	\$ N/A
Trade in Value/Credit -	\$ - 1000.00
Approximate Lead Time: (from date of submittal approval)	40-44 est. Weeks
Terms: 50% Down- 40% Upon Delivery- 10% at completion- (15-day Net)	
F.O.B: On a Truck at the Job Site <input checked="" type="checkbox"/> Placed on pad <input type="checkbox"/> Placed by others	
Kodiak Power Systems Bid Price	\$ 38,190.00
Accepted By:	
Its:	Date: / / 20__

- ***This Proposal subject to all provisions of the contract and warranty on the reverse side.***

- *Please refer to the attached Bill of Material (Items not listed are assumed to be provided by others)*



STAFF REPORT

DATE: May 3, 2022

CONSENT

AGENDA ITEM: Economic Development Authority Appointment

SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

The Economic Development Authority (EDA) is a legal entity created by the City to facilitate a well-rounded development program to create flexible business assistance and development programs. The EDA is governed by a board consisting of seven members; two members of City Council, and five of which are real property owners, in good standing, from within the jurisdictional boundary of the City of Lake Elmo, who are appointed by the Mayor with Council approval. Two alternates are also appointed.

Currently there is one vacant term ending 12/31/2023 as well as the two alternate positions on the EDA.

ISSUE BEFORE COUNCIL:

Who should the Mayor appoint and Council confirm to the Economic Development Authority?

PROPOSAL:

Paul Ryberg who previously served on the EDA has applied for reappointment.

OPTIONS:

Council may appoint Ryberg to the EDA and/or continue to advertise for applicants.

RECOMMENDATION:

“Motion to appoint Paul Ryberg to the Economic Development Authority for a term ending 12/31/23”

ATTACHMENTS:

- None



Staff Report

DATE: 5/3/2022

MOTION

AGENDA ITEM: Parks Commission 2022 Work Plan
SUBMITTED BY: Ben Hetzel, City Planner
REVIEWED BY: Marty Powers, Public Works Director
Kristina Handt, City Administrator

BACKGROUND:

Per Section 32.092 of the Lake Elmo City Code, the Parks Commission is tasked with developing an annual work plan, including a list of projects, maintenance items, programs and goals for the year. Staff built off of the 2021 work plan to establish the 2022 Parks Commission Work Plan.

The Plan is intended to assess and then implement overall goals of the Parks Commission and outlines projects that the Commission and staff will work on throughout the upcoming year, yet has the flexibility to respond to priorities should they emerge. The projects are broken down in to the following categories:

- **Planning and Policy** – This section addresses the larger long term park projects and funding opportunities.
- **Development & Equipping** – Projects that will be carried out in the following year.
 - This would be limited to projects approved through CIP.
 - This provides an opportunity to break down specific tasks associated with developing and equipping.
- **Maintenance & Refurbishing** – Projects in this category are carried out by public works staff and does not rely on the Park Dedication money for funding.
- **Nature & Conservation** – What specific activities can the Parks Commission carry out this year to promote open space character and commitment to the environment via nature observation amenities and targeted conservation programs? Also, continue to implement conservation efforts and remediation of invasive species.
- **Park Awareness** – Establishes the goals and ways in which staff and the commission can receive feedback from the community. The City currently uses an online survey tool to reach out to residents with hopes of understanding what the needs of the community might be.
- **Finance** – How, specifically, does the Parks Commission want to spend and budget Parks and Recreation funds?
 - This will of course go hand-in-hand with planning and audit but this specifically should focus on next tasks to be carried out in terms of budget.

ISSUE BEFORE THE CITY COUNCIL:

Would the City Council like to approve the 2022 Work Plan?

DETAILS AND ANALYSIS:

Staff have outlined some of the changes between the 2021 Work Plan and the 2022 Work Plan. The 2022 Work Plan was heavily focused on the 2021 Work Plan due to the large gap in Park Commission meetings.

The Parks Commission recommended approval of the presented Parks Commission 2022 Work Plan at the April 18, 2022 meeting. Following the motion to recommend approval to City Council, the Parks

Commission discussed and identified two additional items that should be included in the 2022 Work Plan. The two additional items are identified in their appropriate categories below:

Planning and Policy – Minimal changes in this section. Staff find the Projects and Specific Tasks outlined in 2021 are applicable to 2022.

Development & Equipping – Changes to this section focus on trail connectivity. Specific trails and parks have been identified to be connected to each other. Other potential projects include exploring the viability of a disc golf course.

- ❖ Add “Hamlet to Tapestry Trail” to the list of City Trail Connections in 2022 Work Plan. (Additional item identified by Parks Commission and already included in the 2022 CIP)

Maintenance & Refurbishing – The majority of this section focuses on maintaining current park amenities.

- ❖ Add “Create a policy for which parks should have a portable toilet.” (Additional item identified by Parks Commission)

Nature & Conservation – No changes from 2021 Work Plan.

Park Awareness– No changes from 2021 Work Plan.

Finance– No changes from 2021 Work Plan.

OPTIONS:

1. Approve the Parks Commission 2022 Work Plan as presented.
2. Amend and then adopt the Parks Commission 2022 Work Plan to include the Hamlet to Tapestry Trail Connection and Create a policy for which parks could add a portable toilet.

FISCAL IMPACT:

Fiscal impacts are outlined and confirmed in the Capital Improvement Plan (CIP). CIP items are funded through the Park Dedication Fund while Development & Equipping items are funded through the Public Works Budget.

RECOMMENDATION:

Staff recommends the following motion:

“Motion to adopt the 2022 Parks Commission Work Plan and include the Hamlet to Tapestry Trail Connection and Create a policy for which parks should have a portable toilet.”

ATTACHMENTS:

1. 2022 Parks Commission Work Plan Draft



2022 Parks Commission Strategic Work Plan

The City of Lake Elmo Park Commission has affirmed their overall goals to be:

- 1) Ensure that our parks and trail system are constructed / maintained.
- 2) Provide recreational amenities that will attract more users of public lands as well as property tax payers to the City.
- 3) Create a safe environment in all our parks.
- 4) Serve as a reviewing body to make sure the “open space” character development is preserved in new developments.

With the broader priorities defined, the 2022 Park Commission Strategic Work Plan has been broken down into six segments: Planning & Policy; Park Development & Equipping; Maintenance & Refurbishing; Nature & Conservation; Park Awareness; and Finance.

Status and Timeline (projected months in which project will be brought to Parks Commission meeting) are also indicated in order to better manage goals and objectives.

Planning and Policy			
Assess future park needs.			
Project	Specific Tasks	Status	Timeline
Work with the County on implementing the Central Greenway Trail Master Plan.	<ul style="list-style-type: none"> Assist Washington County when necessary. Work with Washington County on funding opportunities. 	Met Council has approved the master plan.	(Ongoing) As road projects or other opportunities become available Staff will work to help develop segments of the trail
Development Review	<ul style="list-style-type: none"> Continue to make recommendations on development applications with a focus on proper equipping of parks and available park funding. Have available 5 year CIP upon request 	Ongoing	Ongoing
Park Use plan	<ul style="list-style-type: none"> Outline the needs of the City and neighborhood for amenities within the park. Apply findings to CIP. 	In Progress	Ongoing
Look for Grant Opportunities	<ul style="list-style-type: none"> Look for grant opportunities that aide in development of parks within the City. 	Ongoing	Ongoing

Development & Equipping

Begin work on approved projects (those in the Capital Improvement Plan or have received a form of funding approval).

Project	Specific Tasks	Status	Timeline
Dog Park	<ul style="list-style-type: none"> Review City parks/land to determine where a dog park may be located. 	In Process	2023 or whenever location is identified
City Trail Connectivity	<ul style="list-style-type: none"> Connect Ivywood Park to Stonegate Park Pave Stonegate Trails connecting to Lake Ridge Crossing. Connect Wildflower to Tana Ridge 	In progress	2022/2023
City Trail Connectivity	<ul style="list-style-type: none"> Continue identifying trails within the City that can be connected to each other 	On Going	On Going
Klies Park Disc Golf	<ul style="list-style-type: none"> Add disc golf course, potentially remove ball field and/or playset 	Begin poling neighborhood 2022	2023

Maintenance & Refurbishing

Maintain and upgrading park facilities in a manner that increases park use for a relevant experience.

Project	Specific Tasks	Status	Timeline
Garbage Cans and Tree Plantings	<ul style="list-style-type: none"> Trash can replacement New Tree plantings 	Ongoing	2022/2023
Park needs assessment	<ul style="list-style-type: none"> To be completed by public works staff. 	In progress	Yearly
City Trails	<ul style="list-style-type: none"> The Public Works and Planning Department will continue updating trail maps. 	2022	Ongoing
Sunfish Lake Park	<ul style="list-style-type: none"> Work with MORC to maintain the single track trails. Prescribed prairie burn and weed control Continue with buckthorn removal project 	In progress	2022/2023
Asphalt Trail Maintenance	<ul style="list-style-type: none"> Crack fill and seal coat Tree trimming 	In progress	2021/2022
Trail Bridges and Stairs	<ul style="list-style-type: none"> Repair and stain trail bridges and stairs 	2022/2023	2022/2023
Reid Park, Pebble Park, and Demontriville wildlife nature trails	<ul style="list-style-type: none"> Widen for maintenance access and potential winter grooming Improve wet areas 	2022	2022

Nature & Conservation

Mission Statement: To promote the open space character and commitment to the environment via nature observation amenities and targeted conservation programs.

Project	Specific Tasks	Status	Timeline
Sunfish Lake Forest Management Plan	<ul style="list-style-type: none">Continue to work and build off of the existing management plan.	In Progress	On going
Sally Manzara Nature Center	<ul style="list-style-type: none">Provide support as detailed in the agreement.	In Progress	On going

Park Awareness

Mission Statement: To promote the utilization of City Parks

Project	Specific Tasks	Status	Timeline
Resident Survey	<ul style="list-style-type: none">Survey residents on park amenities via new survey tool.	As Required	Ongoing

Finance

Mission Statement: To effectively spend parkland dedication funds to meet the objectives of each year's Strategic Plan of Work while maintaining a minimum fund balance of \$100,000.

Project	Specific Tasks	Status	Timeline
Update Capital Improvement Plan if needed to accomplish goals outlined herein.	<ul style="list-style-type: none">Reassess funding priorities as needed.	As needed	April/May 2022
Provide Budget Updates as necessary	<ul style="list-style-type: none">Provide financials on park dedication fund upon request.	As requested	Ongoing