



*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 17, 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. May 3, 2022

D. Public Comments/Inquiries

E. Presentations

F. Consent Agenda

2. Approve Payment of Disbursements and Payroll
3. Release Utility Warranty Security for Boulder Ponds 3rd Addition
4. Approve Pay Request No. 8 for Old Village Phase 5 and 6 Street and Utility Improvements
5. Approve Pay Request No. 1 for Whistling Valley Street and Utility Improvements
6. Approve Pay Request No. 6 for the 38th-39th Street Neighborhood Street and Utility Improvements
7. Approve Pay Request No. 8 for Heritage Farms Street and Utility Improvements.
8. Approve Pay Request No. 4 for Lake Elmo City Center Public Works Addition
9. Approve Cooperative Agreements for the County State Aid Highway (CSAH) 15 and 30th Street Intersection Improvements – *Resolution 2022-047*
10. Approve Closing Unused funds and Transfers to Close Funds – *Resolution 2022-048*

G. Regular Agenda

11. 8930 Jane Road North Variance
12. Accept Bids and Award Contract for the Tapestry Sanitary Sewer Extension. Declare Costs to be Assessed and Call for Hearing on Proposed Improvement – *Resolution 2022-049; Resolution 2022-050*
13. Resolution Authorizing Participation in State Performance Measurement Program and Reporting Results for 2021 – *Resolution 2022-051*

H. Council Reports

I. Staff Reports

J. Adjourn

**CITY OF LAKE ELMO
CITY COUNCIL MINUTES
MAY 3, 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, Public Works Director Powers, City Planner Hetzel and City Clerk Johnson

APPROVAL OF AGENDA

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

ACCEPT MINUTES

Councilmember Beckstrom, seconded by Councilmember Dorschner, moved TO ACCEPT THE MINUTES OF THE APRIL 19, 2022 CITY COUNCIL MEETING AS PRESENTED. Motion passed 5 – 0.

PUBLIC COMMENTS/INQUIRIES

None

PRESENTATIONS

None

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

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

ITEM 11: 2022 Parks Work Plan

Public Works Director Powers introduced the proposed 2022 Parks Commission work plan and City Planner Hetzel reviewed 2021 projects completed and proposed projects for 2022.

Discussion held regarding trail connections, maintenance and upkeep of current parks, ball fields.

Mayor Cadenhead, seconded by Councilmember Holtz, moved 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 AND DETERMINE APPROPRIATE NEED FOR BASEBALL FIELDS IN THE CITY OF LAKE ELMO. Motion passed 5 – 0.

COUNCIL REPORTS

Mayor Cadenhead: Thanked staff for setting up the groundbreaking ceremony for the City Center project

Councilmember Beckstrom: Commended staff on the groundbreaking ceremony and thanked Public Works for addressing trash in the ditch.

Councilmember Holtz: Suggested Councilmembers reach out to staff for updated information before responding to resident concerns.

STAFF REPORTS AND ANNOUNCEMENTS

Administrator Handt: Provided an update on construction on the City Center and water issues.

City Clerk Johnson: Noted that the solid waste ordinance would be on the upcoming workshop agenda for discussion.

City Engineer Griffin: Reported on construction project bids.

Public Works Director Powers: Reported on upcoming Sunfish Lake Park prairie burn.

CLOSED SESSION

Councilmember Holtz, seconded by Councilmember Dorschner, moved TO ENTER INTO CLOSED SESSION PURSUANT TO MINNESOTA STATUTES SECTION 13D.05,

LAKE ELMO CITY COUNCIL MINUTES
May 3, 2022

SUBDIVISION 3 (B), ATTORNEY-CLIENT PRIVILEGE TO REVIEW THREATENED LITIGATION BY NORTHPOINT DEVELOPMENT, LLC. Motion passed 5 – 0.

Discussion held

Councilmember Dorschner, seconded by Councilmember Holtz, moved TO RESUME OPEN SESSION. Motion passed 5 – 0.

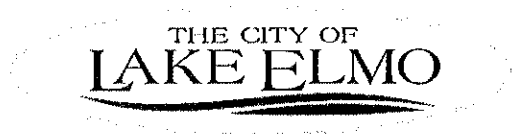
Meeting adjourned at 8:06 pm.

LAKE ELMO CITY COUNCIL

ATTEST:

Charles Cadenhead, Mayor

Julie Johnson, City Clerk



STAFF REPORT

DATE: May 17, 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	\$ 92,103.42	Payroll 05/05/22 (incl Central Pension Chk 53438)
53439 - 53440	\$ 12,105.00	Check Req 5/9/22 IOUE Hlth Ins Prem & Xcel Reissue
53441 - 53503	\$ 2,430,661.30	Accounts Payable 05/17/22
TOTAL	\$ 2,534,869.72	

RECOMMENDATION:

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

"Motion to approve the aforementioned disbursements in the amount of \$ 2,534,869.72 ".

ATTACHMENTS:

1. Accounts Payable – proof lists (AP 051722, IOUE Chk Req, Xcel Reissue)

Accounts Payable

To Be Paid Proof List

User: Michael Kuehn
 Printed: 05/11/2022 - 1:12PM
 Batch: 50523.05.2022 - AP 051722




Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
A-1EXCAV	A-1 Excavating Inc								
*** 2019.116 Req 8	4/30/2022	421,532.94	0.00	05/17/2022				No	0
431-480-8089-43150 Contract Services					OV Phase 5&6 St, Drainage & Util Imp 2019.116 Req 8				
*** 2019.116 Req 8	4/30/2022	142,793.06	0.00	05/17/2022				No	0
601-494-8089-43150 Contract Services					OV Phase 5&6 St, Drainage & Util Imp 2019.116 Req 8				
*** 2019.116 Req 8	4/30/2022	413,708.67	0.00	05/17/2022				No	0
602-495-8089-43150 Contract Services					OV Phase 5&6 St, Drainage & Util Imp 2019.116 Req 8				
2019.116 Req 8 Total:		978,034.67	✓						
2020.120 Req 6	4/30/2022	65,910.62	0.00	05/17/2022				No	0
601-480-8101-43150 Contract Services					38th-39th Street & Util Imp Proj 2020.120 Req 6				
2020.120 Req 6 Total:		65,910.62	✓						
A-1EXCAV Total:		1,043,945.29	✓						
AD AUTO	Advance Auto Parts								
2055-561887	5/9/2022	9.09	0.00	05/17/2022				No	0
101-450-5200-42210 Repair/Maint. Supplies					Dodge Exhaust Repair				
2055-561887 Total:		9.09							
AD AUTO Total:		9.09	✓						
AIRFRESH	AirFresh Industries Inc								
51073	4/29/2022	870.00	✓	0.00	05/17/2022			No	0
101-450-5200-44120 Rentals - Buildings					Park Toilets				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
51073 Total:		870.00							
AIRFRESH Total:		870.00	✓						
AMAZON	Amazon Capital Services								
1CQ3-16WY-D9KL	5/3/2022	59.89	0.00	05/17/2022	Bulletin Board			No	0
101-450-5200-44300 Miscellaneous									
1CQ3-16WY-D9KL Total:		59.89	✓						
1XQ9-VQWG-3DR	5/4/2022	37.95	0.00	05/17/2022	Water Level Gauge/Inwood reuse pond			No	0
603-496-9500-44300 Miscellaneous Expenses									
1XQ9-VQWG-3DRX Total:		37.95	✓						
AMAZON Total:		97.84							
ASPENM	Aspen Mills								
293123	4/28/2022	23.85	0.00	05/17/2022	Uniform Name Plate			No	0
101-420-2220-44170 Uniforms									
293123 Total:		23.85	✓						
293276	5/2/2022	564.04	0.00	05/17/2022	Uniforms - PH			No	0
101-420-2220-44170 Uniforms									
293276 Total:		564.04	✓						
293368	5/3/2022	441.63	0.00	05/17/2022	Uniforms - DK			No	0
101-420-2220-44170 Uniforms									
293368 Total:		441.63	✓						
ASPENM Total:		1,029.52	✓						
AUTONATI	AutoNation Ford White Bear Lake								
201353	5/9/2022	32.82	0.00	05/17/2022	Fuse/17-3			No	0
101-430-3100-42210 Repair/Maint. Supplies									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
201353 Total:		32.82							
AUTONATI Total:		32.82	✓						
BECKDANI Beck, Daniel									
20220411Png	4/11/2022	55.00	0.00	05/17/2022				No	0
101-410-1450-43152 Cable Operations					Cable Operator Timesheet Apr 11 Png Comm				
20220411Png Total:		55.00	✓						
20220412Wkshp	4/12/2022	55.00	0.00	05/17/2022				No	0
101-410-1450-43152 Cable Operations					Cable Operator Timesheet Apr 12 Wkshp				
20220412Wkshp Total:		55.00	✓						
20220503CC Mtg	5/3/2022	55.00	0.00	05/17/2022				No	0
101-410-1450-43152 Cable Operations					Cable Operator Timesheet May 3 City Cncl Mtg				
20220503CC Mtg Total:		55.00							
20220509 Png	5/9/2022	55.00	0.00	05/17/2022				No	0
101-410-1450-43152 Cable Operations					Cable Operator Timesheet May 9 Png Comm				
20220509 Png Total:		55.00	✓						
BECKDANI Total:		220.00							
BERNSTET Bernstetter, Dennis									
*** 20220509	5/9/2022	6,932.64	0.00	05/17/2022				No	0
601-480-8101-44300 Miscellaneous					Capra Utilities				
*** 20220509	5/9/2022	2,165.00	0.00	05/17/2022				No	0
601-480-8101-44300 Miscellaneous					Mantyla Well				
20220509 Total:		9,097.64	✓						
BERNSTET Total:		9,097.64							
BOLTON Bolton & Menk, Inc									
0287994	4/26/2022	8,572.50	✓	0.00	05/17/2022			No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
441-480-8114-43030 Engineering Services				2022 Street & Util Imp Proj 2021.128					
0287994 Total:		8,572.50	✓						
0287995	4/26/2022	4,059.00	0.00	05/17/2022					
601-480-8101-43030 Engineering Services				38th-39th Street & Util Imp Proj 2020.120					
0287995 Total:		4,059.00	✓						
0287997	4/26/2022	10,958.00	0.00	05/17/2022					
601-480-8102-43030 Engineering Services				Parkview Cardinal St & Util Imp Proj 2020.121					
0287997 Total:		10,958.00	✓						
0287998	4/26/2022	2,827.50	0.00	05/17/2022					
803-000-0000-22910 Developer Payments				Royal Golf Club 5th					
0287998 Total:		2,827.50	✓						
0288000	4/26/2022	33,162.70	0.00	05/17/2022					
602-480-8100-43030 Engineering Services				Tapestry Sanitary Sewer Ext Proj 2020.119					
0288000 Total:		33,162.70	✓						
0288001	4/26/2022	1,268.50	0.00	05/17/2022					
601-480-8103-43030 Engineering Services				Torre Pines St & Util Imp Proj 2020.122					
0288001 Total:		1,268.50	✓						
0288002	4/26/2022	2,033.00	0.00	05/17/2022					
601-480-8060-43030 Engineering Fees				Well #1 Abandonment & Pumphouse Demo					
0288002 Total:		2,033.00	✓						
BOLTON Total:		62,881.20							
CENPEN Central Pension Fund									
20220429Discrep	4/29/2022	88.97	0.00	05/17/2022					
101-000-0000-21714 Union Pension				Central Pension Discrepancy Report 06/13/2020 - 03/05/202					
20220429Discrep Total:		88.97	✓						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
CENPEN Total:		88.97							
CINTAS	Cintas								
*** 4117766482	4/27/2022	17.38	0.00	05/17/2022				No	0
601-494-9400-44170	Uniforms			Uniforms					
*** 4117766482	4/27/2022	4.01	0.00	05/17/2022				No	0
603-496-9500-44170	Uniforms			Uniforms					
*** 4117766482	4/27/2022	9.95	0.00	05/17/2022				No	0
602-495-9450-44170	Uniforms			Uniforms					
*** 4117766482	4/27/2022	19.02	0.00	05/17/2022				No	0
101-450-5200-44170	Uniforms			Uniforms					
*** 4117766482	4/27/2022	98.20	0.00	05/17/2022				No	0
101-430-3100-44170	Uniforms			Uniforms					
*** 4117766482	4/27/2022	86.33	0.00	05/17/2022				No	0
101-430-3100-42150	Operating Supplies			Rugs/Soap/Rags					
4117766482 Total:		234.89							
*** 4118393123	5/4/2022	15.49	0.00	05/17/2022				No	0
601-494-9400-44170	Uniforms			Uniforms					
*** 4118393123	5/4/2022	3.58	0.00	05/17/2022				No	0
603-496-9500-44170	Uniforms			Uniforms					
*** 4118393123	5/4/2022	8.87	0.00	05/17/2022				No	0
602-495-9450-44170	Uniforms			Uniforms					
*** 4118393123	5/4/2022	16.94	0.00	05/17/2022				No	0
101-450-5200-44170	Uniforms			Uniforms					
*** 4118393123	5/4/2022	87.50	0.00	05/17/2022				No	0
101-430-3100-44170	Uniforms			Uniforms					
*** 4118393123	5/4/2022	156.68	0.00	05/17/2022				No	0
101-430-3100-42150	Operating Supplies			Rugs/Soap/Rags					
4118393123 Total:		289.06							
*** 4119095950	5/11/2022	15.49	0.00	05/17/2022				No	0
601-494-9400-44170	Uniforms			Uniforms					
*** 4119095950	5/11/2022	3.58	0.00	05/17/2022				No	0
603-496-9500-44170	Uniforms			Uniforms					
*** 4119095950	5/11/2022	8.87	0.00	05/17/2022				No	0
602-495-9450-44170	Uniforms			Uniforms					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
*** 4119095950	5/11/2022	16.94	0.00	05/17/2022				No	0
101-450-5200-44170 Uniforms				Uniforms					
*** 4119095950	5/11/2022	87.50	0.00	05/17/2022				No	0
101-430-3100-44170 Uniforms				Uniforms					
*** 4119095950	5/11/2022	135.50	0.00	05/17/2022				No	0
101-430-3100-42150 Operating Supplies				Rugs/Soap/Rags					
4119095950 Total:		267.88							
CINTAS Total:		791.83							
COMPAC Companion Animal Control									
*** 20220430	4/30/2022	500.00	0.00	05/17/2022				No	0
101-420-2700-43150 Contract Services				Monthly Animal Control Svcs					
*** 20220430	4/30/2022	386.57	0.00	05/17/2022				No	0
101-420-2700-43150 Contract Services				Call Response/Impoundment					
20220430 Total:		886.57							
COMPAC Total:		886.57							
COREMAIN CORE & MAIN LP									
Q679064	4/25/2022	3,776.14	0.00	05/17/2022				No	0
601-494-9400-42300 Water Meters & Supplies				Meters					
Q679064 Total:		3,776.14							
COREMAIN Total:		3,776.14							
CTYBLO City of Bloomington - Civic Plaza									
20687	5/9/2022	99.00	0.00	05/17/2022				No	0
601-494-9400-43150 Contract Services				Lab Testing					
20687 Total:		99.00							
CTYBLO Total:		99.00							
CTYROS City of Roseville									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
*** 0230892	5/2/2022	110.13	0.00	05/17/2022				No	0
101-410-1940-43185 IT Support				Monthly IT Support					
*** 0230892	5/2/2022	176.06	0.00	05/17/2022				No	0
603-496-9500-43185 IT Support				Monthly IT Support					
*** 0230892	5/2/2022	1,618.15	0.00	05/17/2022				No	0
101-420-2220-43185 IT Support				Monthly IT Support					
*** 0230892	5/2/2022	325.69	0.00	05/17/2022				No	0
602-495-9450-43185 IT Support				Monthly IT Support					
*** 0230892	5/2/2022	1,438.28	0.00	05/17/2022				No	0
101-430-3100-43185 IT Support				Monthly IT Support					
*** 0230892	5/2/2022	763.89	0.00	05/17/2022				No	0
601-494-9400-43185 IT Support				Monthly IT Support					
*** 0230892	5/2/2022	438.53	0.00	05/17/2022				No	0
101-410-1320-43185 IT Support				Monthly IT Support					
*** 0230892	5/2/2022	110.13	0.00	05/17/2022				No	0
101-410-1110-43185 IT Support				Monthly IT Support					
*** 0230892	5/2/2022	238.21	0.00	05/17/2022				No	0
101-450-5200-43185 IT Support				Monthly IT Support					
*** 0230892	5/2/2022	188.86	0.00	05/17/2022				No	0
101-410-1520-43185 IT Support				Monthly IT Support					
*** 0230892	5/2/2022	94.53	0.00	05/17/2022				No	0
101-410-1450-43185 IT Support				Monthly IT Support					
*** 0230892	5/2/2022	440.89	0.00	05/17/2022				No	0
101-410-1910-43185 IT Support				Monthly IT Support					
*** 0230892	5/2/2022	1,114.82	0.00	05/17/2022				No	0
101-420-2400-43185 IT Support				Monthly IT Support					
0230892 Total:		7,058.17							
CTYROS Total:		7,058.17							
CULGAN	Culligan of Stillwater								
306x02275806	4/30/2022	80.06	0.00	05/17/2022				No	0
101-410-1940-44300 Miscellaneous				Water & Cooler Rental					
306x02275806 Total:		80.06							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
CULGAN Total:		80.06	✓						
DELMRK	Dell Marketing L.P.								
*** 10579116861	4/24/2022	173.51	0.00	05/17/2022				No	0
101-420-2400-42002 IT Hardware					OptiPlex 7090 Computer/Dell Monitor				
*** 10579116861	4/24/2022	694.03	0.00	05/17/2022				No	0
101-410-1910-42002 IT Hardware					OptiPlex 7090 Computer/Dell Monitor				
10579116861 Total:		867.54							
DELMRK Total:		867.54	✓						
DELUXE	Deluxe								
02051409049	4/26/2022	1,000.61	0.00	05/17/2022				No	0
101-410-1320-42030 Printed Forms					1500 AP vendor checks				
02051409049 Total:		1,000.61							
DELUXE Total:		1,000.61	✓						
ECMPUB	ECM Publishers, Inc								
889863	4/29/2022	63.20	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments					8012 Hill Trail Variance - Stoudt				
889863 Total:		63.20							
889864	4/29/2022	63.20	✓	0.00	05/17/2022			No	0
803-000-0000-22910 Developer Payments					4622 Lilac Ln - Traynor Variance				
889864 Total:		63.20	✓						
ECMPUB Total:		126.40	✓						
ELAMMERS	Eckberg Lammers								
04 2022	4/30/2022	4,000.00	0.00	05/17/2022				No	0
101-420-2150-43045 Attorney Criminal					Monthly Pro Svcs - Prosecution				
04 2022 Total:		4,000.00	✓						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
ELAMMERS Total:		4,000.00	✓						
EMRAPP	Emergency Apparatus Maint Inc								
123082	4/25/2022	416.47	0.00	05/17/2022				No	0
101-420-2220-44040 Repairs/Maint Eqpt				Rescue 1 - Bumper Hose Reel Repair					
123082 Total:		416.47							
EMRAPP Total:		416.47	✓						
FINEPOIN	FinePoint Technology								
220110	4/30/2022	440.00	0.00	05/17/2022				No	0
437-480-8108-43150 Contract Services				April Pro Svcs					
220110 Total:		440.00							
FINEPOIN Total:		440.00	✓						
FOCUS	Focus Engineering Inc								
8941	4/30/2022	2,500.00	0.00	05/17/2022				No	0
101-410-1930-43030 Engineering Services				General Engineering Retainer					
8941 Total:		2,500.00							
*** 8942	4/30/2022	1,105.00	0.00	05/17/2022				No	0
101-410-1910-43030 Engineering Services				General Engineering - Planning					
*** 8942	4/30/2022	97.50	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments				4622 Lilac Ln N					
*** 8942	4/30/2022	130.00	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments				9450 Hudson Blvd Apts PUD					
*** 8942	4/30/2022	32.50	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments				8012 Hill Trl Variance					
8942 Total:		1,365.00							
8943	4/30/2022	398.50	0.00	05/17/2022				No	0
101-430-3100-43030 Engineering Services				General Engineering - Public Works					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
8943 Total:		398.50							
8944	4/30/2022	1,451.75	0.00	05/17/2022				No	0
101-430-3100-43030 Engineering Services					General Engineering - ROW				
8944 Total:		1,451.75							
8945	4/30/2022	48.50	0.00	05/17/2022				No	0
803-000-0000-22900 Deposits Payable					8340 Stillwater Blvd - New Home Escrow				
8945 Total:		48.50							
*** 8946	4/30/2022	195.00	0.00	05/17/2022				No	0
601-494-9400-43030 Engineering Services					General Engineering - Water				
*** 8946	4/30/2022	32.50	0.00	05/17/2022				No	0
602-495-9450-43030 Engineering Services					General Engineering - Sewer				
*** 8946	4/30/2022	344.50	0.00	05/17/2022				No	0
603-496-9500-43030 Engineering Services					General Engineering - Stormwater				
8946 Total:		572.00							
8947	4/30/2022	227.50	0.00	05/17/2022				No	0
427-480-8087-43030 Legal Expenses					CSAH 13 Phase 2: CSAH 14 to 44TH Street				
8947 Total:		227.50							
8948	4/30/2022	8,012.75	0.00	05/17/2022				No	0
431-480-8089-43030 Engineering Costs					Old Village Phase 5 and 6				
8948 Total:		8,012.75							
8949	4/30/2022	962.25	0.00	05/17/2022				No	0
434-480-8094-45805 Other Project Costs					Heritage Farms Street and Utility Improvements				
8949 Total:		962.25							
8950	4/30/2022	292.50	0.00	05/17/2022				No	0
430-480-8091-43030 Engineering Services					Village Parkway UPRR Crossing Improvements				
8950 Total:		292.50							
8951	4/30/2022	703.75	0.00	05/17/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
601-480-8097-43030 Engineering Services				Hamlet on Sunfish Lake Street and Utility Improvements					
8951 Total:		703.75							
8952	4/30/2022	19.50	0.00	05/17/2022				No	0
601-480-8060-43030 Engineering Fees				Well #5 Pumphouse					
8952 Total:		19.50							
8953	4/30/2022	352.25	0.00	05/17/2022				No	0
601-480-8099-43030 Engineering Services				Water Tower #3					
8953 Total:		352.25							
8954	4/30/2022	3,719.50	0.00	05/17/2022				No	0
602-480-8100-43030 Engineering Services				Tapestry Sanitary Sewer Extension					
8954 Total:		3,719.50							
8955	4/30/2022	6,122.75	0.00	05/17/2022				No	0
601-480-8101-43030 Engineering Services				38th St & 39th St & Innsdale Ave Street & Utility Improven					
8955 Total:		6,122.75							
8956	4/30/2022	7,074.54	0.00	05/17/2022				No	0
601-480-8102-43030 Engineering Services				Parkview Estates-Cardinal Ridge Street & Utility Improvme					
8956 Total:		7,074.54							
8957	4/30/2022	5,185.38	0.00	05/17/2022				No	0
601-480-8103-43030 Engineering Services				Torre Pines Street & Utility Improvments					
8957 Total:		5,185.38							
8958	4/30/2022	27,513.58	0.00	05/17/2022				No	0
601-480-8104-43030 Engineering Services				Whistling Valley Street & Utility Improvements					
8958 Total:		27,513.58							
8959	4/30/2022	260.00	0.00	05/17/2022				No	0
438-480-8109-43030 Engineering Services				CSAH 15 and 30th Street Improvements					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
		<hr/>							
	8959 Total:	260.00							
8960	4/30/2022	1,476.25	0.00	05/17/2022				No	0
252-480-8110-43030 Engineering Services					Section 16 Infrastructure Improvements				
		<hr/>							
	8960 Total:	1,476.25							
8961	4/30/2022	559.25	0.00	05/17/2022				No	0
601-480-8113-43030 Engineering Services					Water Tower #3 Trunk Watermain Extension				
		<hr/>							
	8961 Total:	559.25							
8962	4/30/2022	65.00	0.00	05/17/2022				No	0
437-480-8108-43030 Engineering Services					City Hall/Fire Station Building Project				
		<hr/>							
	8962 Total:	65.00							
8963	4/30/2022	6,506.50	0.00	05/17/2022				No	0
441-480-8114-43030 Engineering Services					2022 Street & Utility Improvements				
		<hr/>							
	8963 Total:	6,506.50							
8964	4/30/2022	3,253.00	0.00	05/17/2022				No	0
101-430-3100-43090 Sealcoating & Crack Sealing					2022 Street Maintenance Project				
		<hr/>							
	8964 Total:	3,253.00							
8965	4/30/2022	610.00	0.00	05/17/2022				No	0
601-480-8060-43030 Engineering Fees					Well #1 Abandonment & Pumphouse Demo				
		<hr/>							
	8965 Total:	610.00							
8966	4/30/2022	1,011.25	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments					Northport 1ST				
		<hr/>							
	8966 Total:	1,011.25							
8967	4/30/2022	255.50	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments					Savona 2ND				
		<hr/>							
	8967 Total:	255.50							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
8968	4/30/2022	32.50	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments				Halcyon Cemetery					
8968 Total:		32.50							
8969	4/30/2022	65.00	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments				Savona 3RD					
8969 Total:		65.00							
8970	4/30/2022	113.50	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments				Savona 4TH					
8970 Total:		113.50							
8971	4/30/2022	717.93	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments				Royal Golf Club 1ST					
8971 Total:		717.93							
8972	4/30/2022	1,747.31	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments				Hidden Meadows 2ND					
8972 Total:		1,747.31							
8973	4/30/2022	81.00	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments				Springs at Lake Elmo - Continenatal Properties					
8973 Total:		81.00							
8974	4/30/2022	666.90	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments				Hammes Estates 3RD					
8974 Total:		666.90							
8975	4/30/2022	130.00	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments				Easton Village 4TH					
8975 Total:		130.00							
8976	4/30/2022	1,949.23	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments				Boulder Ponds 3RD					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
8976 Total:		1,949.23							
8977	4/30/2022	1,082.00	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments				Northport 2ND					
8977 Total:		1,082.00							
8978	4/30/2022	145.50	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments				Royal Golf Club 3RD					
8978 Total:		145.50							
8979	4/30/2022	243.00	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments				Legacy at North Star 2ND					
8979 Total:		243.00							
8980	4/30/2022	48.50	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments				Legacy at North Star 3RD					
8980 Total:		48.50							
8981	4/30/2022	97.50	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments				Legacy at North Star 4TH					
8981 Total:		97.50							
8982	4/30/2022	11,840.50	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments				Launch Crossroads					
8982 Total:		11,840.50							
8983	4/30/2022	198.00	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments				Wildflower 4TH					
8983 Total:		198.00							
8984	4/30/2022	388.50	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments				Union Park West					
8984 Total:		388.50							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
8985	4/30/2022	780.00	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments				Easton Village 7TH					
8985 Total:		780.00							
8986	4/30/2022	32.50	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments				Enterprise Rent-A-Car					
8986 Total:		32.50							
8987	4/30/2022	877.50	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments				NorthPoint - Cyphers Logistics Park					
8987 Total:		877.50							
8988	4/30/2022	260.00	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments				9450 Hudson Blvd Apts PUD					
8988 Total:		260.00							
8989	4/30/2022	390.00	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments				Schiltgen East PUD					
8989 Total:		390.00							
8990	4/30/2022	487.50	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments				McNamara Residential PUD					
8990 Total:		487.50							
FOCUS Total:		102,893.12							
GOPONE	Gopher State One Call								
*** 2040516	4/30/2022	233.55	0.00	05/17/2022				No	0
601-494-9400-43150 Contract Services				FTP Tickets					
*** 2040516	4/30/2022	233.55	0.00	05/17/2022				No	0
602-495-9450-43150 Contract Services				FTP Tickets					
*** 2040516	4/30/2022	233.55	0.00	05/17/2022				No	0
603-496-9500-43150 Contract Services				FTP Tickets					
2040516 Total:		700.65							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
GOPONE Total:		700.65							
GREATGAR	Great Garage Products								
*** 230420	4/25/2022	678.07	0.00	05/17/2022				No	0
101-430-3100-44010	Repairs/Maint Bldg				Gate & door Repair				
*** 230420	4/25/2022	678.08	0.00	05/17/2022				No	0
101-450-5200-44030	Repairs/Maint Imp Not Bldg				Gate & door Repair				
230420 Total:		1,356.15							
GREATGAR Total:		1,356.15							
HACHCO	HACH Company								
12986424	4/15/2022	416.16	0.00	05/17/2022				No	0
601-494-9400-42160	Chemicals				Chemicals				
12986424 Total:		416.16							
HACHCO Total:		416.16							
HUCONSTR	Hoffman + Uhlhorn Construction Inc								
2021.127PmtApp4	5/10/2022	521,724.24	0.00	05/17/2022				No	0
437-480-8108-43150	Contract Services				City Hall/Fire Station Building Project 2021.127 Pmt App 4				
2021.127PmtApp4 Total:		521,724.24							
HUCONSTR Total:		521,724.24							
INHLTH	Industrial Health Svcs Network								
128449	4/30/2022	137.70	0.00	05/17/2022				No	0
101-410-1520-44300	Miscellaneous				Screening/MRO Svcs				
128449 Total:		137.70							
INHLTH Total:		137.70							
IUOEDU	IUOE Local 49								
20220401	4/1/2022	315.00	0.00	05/17/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
101-000-0000-21712 Union Dues				Monthly Local 49 Union Dues					
20220401 Total:		315.00							
20220502	5/2/2022	315.00	0.00	05/17/2022				No	0
101-000-0000-21712 Union Dues				Monthly Local 49 Union Dues					
20220502 Total:		315.00	✓						
TUOEDU Total:		630.00							
JACONLLC	Jacon LLC								
2020.123 Req 1	4/30/2022	184,421.98	0.00	05/17/2022				No	0
601-480-8104-43030 Engineering Services				Whistling Valley St & Util Imp Proj 2020.123 Req 1					
2020.123 Req 1 Total:		184,421.98							
JACONLLC Total:		184,421.98	✓						
JANIKING	Jani-King of Minnesota Inc								
*** MIN05220002	5/1/2022	71.26	0.00	05/17/2022				No	0
101-430-3100-43150 Contract Services				Cleaning Services					
*** MIN05220002	5/1/2022	47.51	0.00	05/17/2022				No	0
101-450-5200-43150 Contracted Services				Cleaning Services					
*** MIN05220002	5/1/2022	47.51	0.00	05/17/2022				No	0
602-495-9450-43150 Contract Services				Cleaning Services					
*** MIN05220002	5/1/2022	47.51	0.00	05/17/2022				No	0
601-494-9400-43150 Contract Services				Cleaning Services					
*** MIN05220002	5/1/2022	23.77	0.00	05/17/2022				No	0
603-496-9500-43150 Contract Services				Cleaning Services					
MIN05220002 Total:		237.56							
JANIKING Total:		237.56	✓						
KATH	Kath Fuel Oil Service Co								
*** 742718	5/4/2022	325.18	0.00	05/17/2022				No	0
101-450-5200-42120 Fuel, Oil and Fluids				Gas/Fuel					
*** 742718	5/4/2022	325.17	0.00	05/17/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
601-494-9400-42120 Fuel, Oil, and Fluids				Gas/Fuel					
*** 742718	5/4/2022	650.34	0.00	05/17/2022				No	0
101-430-3100-42120 Fuel, Oil and Fluids				Gas/Fuel					
*** 742718	5/4/2022	325.17	0.00	05/17/2022				No	0
602-495-9450-42120 Fuel, Oil, and Fluids				Gas/Fuel					
*** 742718	5/4/2022	139.16	0.00	05/17/2022				No	0
101-420-2400-42120 Fuel, Oil and Fluids				Gas/Fuel					
742718 Total:		1,765.02							
KATH Total:		1,765.02							
KENNGRAV Kennedy & Graven Chartered									
*** 167292	4/26/2022	3,569.96	0.00	05/17/2022				No	0
101-410-1320-43040 Legal Services				General Matters					
*** 167292	4/26/2022	113.00	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments				Applewood Pointe					
*** 167292	4/26/2022	89.65	0.00	05/17/2022				No	0
430-480-8091-45805 Other Project Costs				Village Pkwy RR Crossing					
*** 167292	4/26/2022	122.25	0.00	05/17/2022				No	0
601-494-9400-43040 Legal Services				BP Pipeline Esmt on Former 3M Prop					
*** 167292	4/26/2022	81.50	0.00	05/17/2022				No	0
431-480-8089-43040 Legal Services				Purch of Tract B of 10920 32nd St Ln N					
*** 167292	4/26/2022	452.00	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments				Launch Properties					
*** 167292	4/26/2022	163.00	0.00	05/17/2022				No	0
601-494-9400-43040 Legal Services				Sale of Former 3M Prop to Northpoint					
*** 167292	4/26/2022	592.15	0.00	05/17/2022				No	0
431-480-8089-43040 Legal Services				OV Phase 5&6 Imprvmt Proj					
*** 167292	4/26/2022	226.70	0.00	05/17/2022				No	0
431-480-8089-43040 Legal Services				Purchase of Niehaus Prop					
*** 167292	4/26/2022	616.50	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments				Wildflower 4th					
*** 167292	4/26/2022	339.00	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments				Enterprise					
*** 167292	4/26/2022	508.50	0.00	05/17/2022				No	0
803-000-0000-22910 Developer Payments				Royal Golf CUP					
*** 167292	4/26/2022	2,963.85	0.00	05/17/2022				No	0
601-494-9400-43040 Legal Services				Purchase of Water Tower Prop					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
*** 167292	4/26/2022	182.85	0.00	05/17/2022				No	0
101-410-1320-43040 Legal Services				General Matters					
167292 Total:		10,020.91							
KENNGRAV Total:		10,020.91							
KODIAK Kodiak Power Systems									
KPS0998	4/23/2022	984.98	0.00	05/17/2022				No	0
602-495-9450-44030 Repairs\Maint Imp Not Bldg				94 Lift Troubleshooting					
KPS0998 Total:		984.98							
KODIAK Total:		984.98							
LEGACYSO Legacy Sorbents LLC									
5569	2/28/2022	122.50	0.00	05/17/2022				No	0
101-430-3100-42210 Repair\Maint. Supplies				Spill Kits					
5569 Total:		122.50							
LEGACYSO Total:		122.50							
LEOADALY Leo A Daly									
02310262001-16	4/29/2022	7,115.11	0.00	05/17/2022				No	0
437-480-8108-43150 Contract Services				Pro Services thru 4/29/22					
02310262001-16 Total:		7,115.11							
LEOADALY Total:		7,115.11							
MARCO Marco Technologies, LLC.NW 7128									
INV9877562	4/21/2022	71.32	0.00	05/17/2022				No	0
101-430-3100-42400 Small Tools & Minor Equipm				PW Security Cameras					
INV9877562 Total:		71.32							
INV9891953	4/26/2022	47.29	0.00	05/17/2022				No	0
101-450-5200-44300 Miscellaneous				Camera/Security					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
INV9891953 Total:		47.29	✓						
MARCO Total:		118.61	✓						
MARONEYS	Maroney's Sanitation Inc								
*** 0000928842	4/12/2022	153.02	0.00	05/17/2022				No	0
101-410-1940-43840 Refuse					Trash Service - City Hall				
*** 0000928842	4/12/2022	15.00	0.00	05/17/2022				No	0
101-420-2220-43840 Refuse					Trash Service - Fire Station 1 & 2				
*** 0000928842	4/12/2022	276.64	0.00	05/17/2022				No	0
101-450-5200-43840 Refuse					Trash Service Parks Bldg/Storage				
*** 0000928842	4/12/2022	408.80	0.00	05/17/2022				No	0
101-430-3100-43840 Refuse					Trash Service - Public Works				
0000928842 Total:		853.46							
MARONEYS Total:		853.46	✓						
MCCARTHY	McCarthy Well Company								
29517	5/3/2022	350.00	0.00	05/17/2022				No	0
602-495-9450-43150 Contract Services					Well #5 check valve issue				
29517 Total:		350.00							
MCCARTHY Total:		350.00	✓						
MENOAK	Menards - Oakdale								
40365	4/26/2022	48.89	0.00	05/17/2022				No	0
101-430-3100-42210 Repair/Maint. Supplies					Mailbox repairs				
40365 Total:		48.89							
MENOAK Total:		48.89	✓						
METCOU	Metropolitan Council								
0001139648	5/5/2022	35,154.94	0.00	05/17/2022				No	0
602-495-9450-43820 Sewer Utility - Met Council					Monthly Waste Water Svcs Def Rev				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	0001139648 Total:	35,154.94	✓						
*** 20220430	4/30/2022	-1,913.45	0.00	05/17/2022				No	0
602-000-0000-37220 SAC Early Pay discount/reve					SAC Charges - Prompt Pay Discount				
*** 20220430	4/30/2022	191,345.00	0.00	05/17/2022				No	0
602-000-0000-20802 SAC due Met Council					SAC Charges				
	20220430 Total:	189,431.55	✓						
	METCOU Total:	224,586.49							
MNCLNS MN CLN Services Inc									
0522AJ02	5/1/2022	703.00	0.00	05/17/2022				No	0
101-410-1940-44010 Repairs/Maint Contractual B					Cleaning Svcs City Hall				
	0522AJ02 Total:	703.00							
1221AJ03	12/1/2021	703.00	✓	05/17/2022				No	0
101-410-1940-44010 Repairs/Maint Contractual B					Cleaning Svcs City Hall				
	1221AJ03 Total:	703.00	✓						
	MNCLNS Total:	1,406.00	✓						
MNNATIVE MN Native Landscapes, Inc.									
2303	5/2/2022	2,605.00	0.00	05/17/2022				No	0
101-450-5200-43150 Contracted Services					Prairie Burn/Sunfish Lake				
	2303 Total:	2,605.00							
	MNNATIVE Total:	2,605.00	✓						
MNPEIP MN PEIP									
1190813	5/10/2022	20,801.00	0.00	05/17/2022				No	0
101-000-0000-21706 Medical Insurance					Monthly Health Insurance Premium				
	1190813 Total:	20,801.00	✓						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
MNPEIP Total:		20,801.00							
MNSPCT 8970	MNSPECT LLC 4/30/2022	73,984.08	0.00	05/17/2022				No	0
101-420-2400-43150 Inspector Contract Services				Monthly Inspections/Code Rvws					
8970 Total:		73,984.08							
MNSPCT Total:		73,984.08	✓						
OAKDRC 165969	Oakdale Rental 5/9/2022	82.00	0.00	05/17/2022				No	0
101-430-3100-42120 Fuel, Oil and Fluids				Propane 100					
165969 Total:		82.00							
OAKDRC Total:		82.00	✓						
OTTERLAK 224089	Otter Lake Animal Care Center 5/2/2022	405.00	0.00	05/17/2022				No	0
101-420-2700-43150 Contract Services				Animal Impound Fees - April					
224089 Total:		405.00							
OTTERLAK Total:		405.00	✓						
SCHLEUSN *** 20220510	Schleusner, Jacqueline 5/10/2022	6,782.64	0.00	05/17/2022				No	0
601-480-8097-44300 Miscellaneous				Capra					
SCHLEUSN *** 20220510	Schleusner, Jacqueline 5/10/2022	2,625.00	0.00	05/17/2022				No	0
601-480-8097-44300 Miscellaneous				Kimmes Bauer					
20220510 Total:		9,407.64							
SCHLEUSN Total:		9,407.64	✓						
SCHUM INV4535	Schumacher's 4/27/2022	47.74	0.00	05/17/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
101-450-5200-44301 Events				Shipping of Trees for Tree Event					
INV4535 Total:		47.74							
SCHUM Total:		47.74	✓						
SHI	SHI International Corp								
B15138732	4/27/2022	208.00	0.00	05/17/2022				No	0
101-410-1910-43190 Software Programs				HP Docking Station					
B15138732 Total:		208.00							
SHI Total:		208.00	✓						
SHORT	Short Elliott Hendrickson, Inc								
424697	4/30/2022	2,948.00	0.00	05/17/2022				No	0
601-480-8099-43030 Engineering Services				Water Tower #3 Proj 2020.118					
424697 Total:		2,948.00	✓						
424791	4/30/2022	698.50	0.00	05/17/2022				No	0
252-480-8110-43030 Engineering Services				Section 16/3M Infrastructure Imp Proj 2021.116					
424791 Total:		698.50	✓						
*** 424909	5/9/2022	17,618.95	0.00	05/17/2022				No	0
431-480-8089-43030 Engineering Costs				OV Phase 5&6 St, Drng & Util Imp 2019.116					
*** 424909	5/9/2022	5,968.37	0.00	05/17/2022				No	0
601-494-8089-43030 Engineering costs				OV Phase 5&6 St, Drng & Util Imp 2019.116					
*** 424909	5/9/2022	17,291.92	0.00	05/17/2022				No	0
602-495-8089-43030 Engineering costs				OV Phase 5&6 St, Drng & Util Imp 2019.116					
424909 Total:		40,879.24	✓						
424910	5/9/2022	6,685.75	0.00	05/17/2022				No	0
430-480-8091-45805 Other Project Costs				Village Pkwy UPRR Crossing Imp Proj 2019.122					
424910 Total:		6,685.75	✓						
424934	5/9/2022	7,949.32	0.00	05/17/2022				No	0
601-480-8104-43030 Engineering Services				Whistling Valley St & Util Imp Proj 2020.123					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
424934 Total:		7,949.32	✓						
SHORT Total:		59,160.81	✓						
SMITH TAY	Smith, Taylor								
*** 20220502	5/2/2022	9,382.64	0.00	05/17/2022				No	0
601-480-8101-44300	Miscellaneous				Capra Utilities				
*** 20220502	5/2/2022	2,265.00	0.00	05/17/2022				No	0
601-480-8101-44300	Miscellaneous				Mantyla Well Drilling				
20220502 Total:		11,647.64							
SMITH TAY Total:		11,647.64	✓						
SRWEID	S R Weidema Inc								
*** 2019.121 Req 8	5/1/2022	9,804.95	0.00	05/17/2022				No	0
602-480-8094-43150	Contract Services				Heritage Farms St & Util Imp 2019.121 Req 8				
*** 2019.121 Req 8	5/1/2022	19,700.13	0.00	05/17/2022				No	0
434-480-8094-43150	Contract Services				Heritage Farms St & Util Imp 2019.121 Req 8				
*** 2019.121 Req 8	5/1/2022	571.45	0.00	05/17/2022				No	0
601-480-8094-43150	Contract Services				Heritage Farms St & Util Imp 2019.121 Req 8				
2019.121 Req 8 Total:		30,076.53							
SRWEID Total:		30,076.53	✓						
STANTEC	Stantec Consulting Services Inc								
1916039	4/28/2022	968.50	0.00	05/17/2022				No	0
803-000-0000-22910	Developer Payments				Knappogue Farm-Kasperson PUD				
1916039 Total:		968.50							
STANTEC Total:		968.50	✓						
TDSMET	TDS								
*** 20220513	5/13/2022	6.57	0.00	05/17/2022				No	0
601-494-9400-43210	Telephone				Analog Lines - Alarm Well #2				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
*** 20220513	5/13/2022	59.17	0.00	05/17/2022				No	0
602-495-9450-43210 Telephone					Analog Lines - Lift Station Alarms				
*** 20220513	5/13/2022	211.53	0.00	05/17/2022				No	0
101-430-3100-43210 Telephone					Analog Lines - Public Works				
20220513 Total:		277.27							
TDSMET Total:		277.27							
TELMET Telemetry and Process Controls, Inc									
*** 114285	4/30/2022	1,184.17	0.00	05/17/2022				No	0
601-494-9400-43150 Contract Services					Scada Integrator Contract - April				
*** 114285	4/30/2022	1,184.17	0.00	05/17/2022				No	0
602-495-9450-43150 Contract Services					Scada Integrator Contract - April				
114285 Total:		2,368.34							
TELMET Total:		2,368.34							
TESMAN The Tessman Company									
S354684-IN	5/3/2022	901.78	0.00	05/17/2022				No	0
101-450-5200-42250 Landscaping Materials					Fertilizer for Parks				
S354684-IN Total:		901.78							
TESMAN Total:		901.78							
UNLMTD Unlimited Supplies Inc									
412299	5/11/2022	226.09	0.00	05/17/2022				No	0
101-430-3100-42210 Repair/Maint. Supplies					Fasteners				
412299 Total:		226.09							
UNLMTD Total:		226.09							
VERIZON Verizon									
*** 9904736420	4/21/2022	50.28	0.00	05/17/2022				No	0
601-494-9400-43210 Telephone					Wireless Charges Mar 22 - Apr 21				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
*** 9904736420	4/21/2022	78.31	0.00	05/17/2022				No	0
101-450-5200-43210 Telephone					Wireless Charges Mar 22 - Apr 21				
*** 9904736420	4/21/2022	50.28	0.00	05/17/2022				No	0
101-430-3100-43210 Telephone					Wireless Charges Mar 22 - Apr 21				
*** 9904736420	4/21/2022	50.28	0.00	05/17/2022				No	0
601-494-9400-43210 Telephone					Wireless Charges Mar 22 - Apr 21				
*** 9904736420	4/21/2022	50.28	0.00	05/17/2022				No	0
101-430-3100-43210 Telephone					Wireless Charges Mar 22 - Apr 21				
*** 9904736420	4/21/2022	50.28	0.00	05/17/2022				No	0
101-430-3100-43210 Telephone					Wireless Charges Mar 22 - Apr 21				
*** 9904736420	4/21/2022	50.28	0.00	05/17/2022				No	0
601-494-9400-43210 Telephone					Wireless Charges Mar 22 - Apr 21				
*** 9904736420	4/21/2022	35.01	0.00	05/17/2022				No	0
602-495-9450-43210 Telephone					Wireless Charges Mar 22 - Apr 21				
*** 9904736420	4/21/2022	35.03	0.00	05/17/2022				No	0
603-496-9500-43210 Telephone					Wireless Charges Mar 22 - Apr 21				
*** 9904736420	4/21/2022	24.08	0.00	05/17/2022				No	0
602-495-9450-43210 Telephone					Wireless Charges Mar 22 - Apr 21				
*** 9904736420	4/21/2022	40.01	0.00	05/17/2022				No	0
602-495-9450-43210 Telephone					Wireless Charges Mar 22 - Apr 21				
*** 9904736420	4/21/2022	50.28	0.00	05/17/2022				No	0
101-420-2400-43210 Telephone					Wireless Charges Mar 22 - Apr 21				
*** 9904736420	4/21/2022	50.28	0.00	05/17/2022				No	0
101-410-1320-43210 Telephone					Wireless Charges Mar 22 - Apr 21				
*** 9904736420	4/21/2022	10.06	0.00	05/17/2022				No	0
101-410-1910-43210 Telephone					Wireless Charges Mar 22 - Apr 21				
*** 9904736420	4/21/2022	40.22	0.00	05/17/2022				No	0
101-420-2400-43210 Telephone					Wireless Charges Mar 22 - Apr 21				
*** 9904736420	4/21/2022	50.28	0.00	05/17/2022				No	0
101-420-2400-43210 Telephone					Wireless Charges Mar 22 - Apr 21				
9904736420 Total:		715.24							
VERIZON Total:		715.24							
WASHTAX	Washington County Property Records & Taxpayer Svc								
201159	4/28/2022	1,164.44	0.00	05/17/2022				No	0
101-410-1320-43510 Legal Publishing					2022 Truth In Taxation				

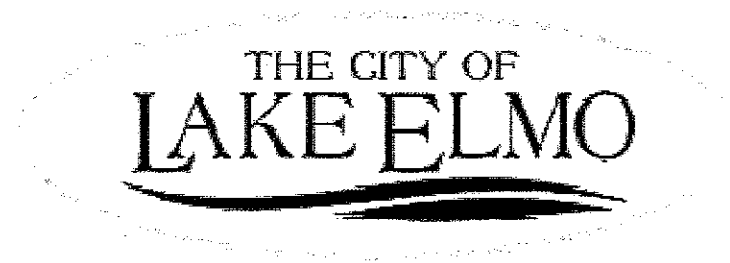
Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	201159 Total:	1,164.44							
	WASHTAX Total:	1,164.44	✓						
WHITLOCK 33587	White Bear Locksmith 4/21/2022	100.00	0.00	05/17/2022	Locksmith			No	0
	101-430-3100-44010 Repairs/Maint Bldg								
	33587 Total:	100.00							
	WHITLOCK Total:	100.00	✓						
XCEL 776813304	Xcel Energy 4/21/2022	76.81	0.00	05/17/2022	179 Keats Ave N Unit Signal			No	0
	101-430-3100-43811 Street Lights								
	776813304 Total:	76.81	✓						
776828525	4/21/2022	56.36	0.00	05/17/2022	Traffic Signal 689 Inwood Ave N			No	0
	101-430-3100-43811 Street Lights								
	776828525 Total:	56.36	✓						
776895085	4/22/2022	33.05	0.00	05/17/2022	3014 Jamley Ave Street Lights			No	0
	101-430-3100-43811 Street Lights								
	776895085 Total:	33.05	✓						
777364181	4/26/2022	1,481.54	0.00	05/17/2022	Electric Utility - 2576 Inwood Ave N			No	0
	601-494-9400-43810 Electric Utility								
	777364181 Total:	1,481.54	✓						
778233700	5/3/2022	4,660.25	0.00	05/17/2022	Street Lights			No	0
	101-430-3100-43811 Street Lights								
	778233700 Total:	4,660.25	✓						
*** 778258887	5/3/2022	2,685.79	0.00	05/17/2022	Electric Utility			No	0
	101-430-3100-43810 Electric Utility								

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
*** 778258887	5/3/2022	3,539.61	0.00	05/17/2022				No	0
601-494-9400-43810 Electric Utility				Electric Utility					
*** 778258887	5/3/2022	390.53	0.00	05/17/2022				No	0
101-410-1940-43810 Electric Utility				Electric Utility					
*** 778258887	5/3/2022	1,736.14	0.00	05/17/2022				No	0
602-495-9450-43810 Electric Utility				Electric Utility					
*** 778258887	5/3/2022	1,061.91	0.00	05/17/2022				No	0
101-410-1940-43810 Electric Utility				Electric Utility					
*** 778258887	5/3/2022	1,295.45	0.00	05/17/2022				No	0
101-420-2220-43810 Electric Utility				Electric Utility					
*** 778258887	5/3/2022	792.07	0.00	05/17/2022				No	0
101-450-5200-43810 Electric Utility				Electric Utility					
778258887 Total:		11,501.50	✓						
XCEL Total:		17,809.51	✓						
Report Total:		2,430,661.30							

Accounts Payable

To Be Paid Proof List

User: Michael Kuehn
Printed: 05/09/2022 - 10:43AM
Batch: 50524.05.2022 - AP 050922

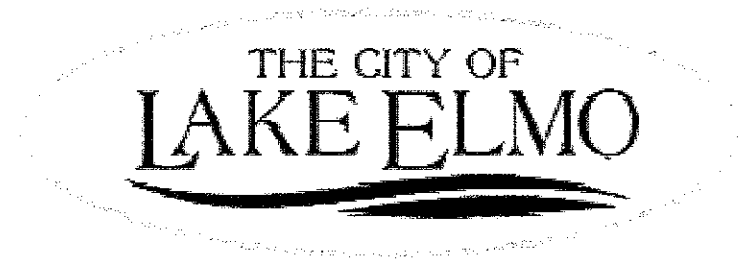


Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
IUOE Local 49 Fringe Benefit Fund									
IUOEHE									
20220601	6/1/2022	12,105.00	0.00	05/09/2022				No	0
101-000-0000-21713 Union Health Insurance				Local 49 Union Health Insurance Prem - June 2022					
20220601 Total:		12,105.00							
IUOE Local 49 Fringe Bene		12,105.00							
Report Total:		12,105.00							

Accounts Payable

Void Check Proof List

User: Michael Kuehn
Printed: 05/11/2022 - 10:27AM
Batch: 00001.05.2022 - VOID 53179



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: XCEL	Xcel Energy									
Check No: 53179	Check Date: 03/04/2022									
	32.38	764862489	01/24/2022	Electric 3014 Jamley Ave					No	0
101-430-3100-43811	1,520.46	765306269	01/26/2022	Electric Utilities 2576 Inwood Ave					No	0
601-494-9400-43810	70.42	764795704	01/21/2022	Electric 689 Inwood Ave N Traffic Sig					No	0
101-430-3100-43811	2,781.50	764786778	01/21/2022	Electric/Gas 4525 Lily Ave N					No	0
601-494-9400-43810	92.54	764770134	01/21/2022	Electric 179 Keats Ave N unit signal					No	0
101-430-3100-43811										
Check Total:	4,497.30									
Vendor Total:	4,497.30									
Report Total:	4,497.30									



STAFF REPORT

DATE: May 17, 2022

CONSENT

AGENDA ITEM: Approve Release of Utility Warranty Security for Boulder Ponds 3rd Addition.

SUBMITTED BY: Jack Griffin, City Engineer

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

ISSUE BEFORE COUNCIL: Should the City Council approve release of the utility warranty security for public improvements including public sanitary sewer and watermain for Boulder Ponds 3rd Addition?

PROPOSAL DETAILS/ANALYSIS: Staff has received and processed a request to release the development security in accordance with the development agreement for Boulder Ponds 3rd Addition. The public improvements including sanitary sewer and watermain were completed and accepted by the City on March 5, 2019 and the 2-year warranty period was initiated. Twenty-five percent (25%) of the original security was retained through the 2-year warranty period. A warranty walk-through has been completed by City staff and all utility warranty punch list items have been addressed by the Developer. The release of security is contingent on the developer being current with all other payments and obligations in accordance with the Development Agreement, including a positive escrow balance as required by the City.

With the release of the 2-year utility warranty security for public sanitary sewer and watermain improvements the overall development security may be reduced as shown below.

	<u>Current Security Amount</u>	<u>Proposed Security Amount</u>
1. Boulder Ponds 3rd Addition	\$273,973	\$201,391

FISCAL IMPACT: Release of the utility warranty security brings the public improvements including sanitary sewer and watermain to a close. The operation and maintenance of these facilities becomes the responsibility of the City going forward.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the Consent Agenda*, the release of the utility warranty security for public improvements including sanitary sewer and watermain in Boulder Ponds 3rd Addition, resulting in a reduction in overall security as detailed in the Security Reduction Worksheet. The release of security is contingent on the developer being current with all other payments and obligations in accordance with the Development Agreement, including a positive escrow balance as required by the City. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve the security reductions for Boulder Ponds 3rd Addition as detailed in the Security Reduction Worksheet, contingent on the developer being current with all other payments and obligations in accordance with the Development Agreement, including a positive escrow balance as required by the City”.

ATTACHMENTS:

1. Security Reduction Worksheet – Boulder Ponds 3rd Addition.

BOULDER PONDS 3RD ADDITION

Time of Performance: October 31, 2019

DEVELOPMENT AGREEMENT AMOUNTS

CATEGORY	CONSTRUCTION	125% REMARKS	REDUCTIONS					
			#1	#2	#3	#4	#5	#6
Grading	\$66,470	\$83,088	\$83,088					
Sanitary Sewer	\$101,852	\$127,315	\$95,486			\$31,829		
Watermain	\$130,412	\$163,015	\$122,261			\$40,754		
Storm Sewer (w/pond structures)	\$55,845	\$69,806		\$52,355				
Streets and Sidewalks	\$147,956	\$184,945		\$138,709				
Trails	\$18,275	\$22,844		\$17,133				
Surface Water Facilities	\$55,849	\$69,811		\$52,358				
Street Lighting	\$24,000	\$30,000		\$22,500				
Street Signs and Traffic Control Signs	\$738	\$923		\$692				
Private Utilities (electricity, natural gas, telephone, and cable)								
Landscaping	\$103,522	\$129,403			\$97,052			
Tree Preservation and Restoration	NA	NA						
Wetland Mitigation and Buffers	NA	NA						
Monuments	\$3,300	\$4,125		\$3,094				
Erosion Control	\$12,450	\$15,563		\$11,672				
Hudson Blvd. Turn Lanes	\$217,516	\$271,895		\$203,921				
Record Drawings	\$5,000	\$6,250		\$4,688				

TOTALS

\$943,185

\$1,178,981

RELEASED AMOUNTS:

\$300,835

\$507,121

\$97,052

\$72,583

CUMMULATIVE AMOUNTS:

\$300,835

\$807,956

\$905,008

\$977,590

SECURITY AMOUNT REMAINING:

\$878,146

\$371,025

\$273,973

\$201,391

DATE:

3/5/2019

4/20/2021

12/7/2021

5/17/2022



STAFF REPORT

DATE: May 17, 2022

CONSENT

AGENDA ITEM: Approve Pay Request No. 8 for the Old Village Phase 5 and 6 Street, Drainage and Utility Improvements

SUBMITTED BY: Chad Isakson, Project Engineer

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

ISSUE BEFORE COUNCIL: Should the City Council approve Pay Request No. 8 for the Old Village Phase 5 and 6 Street, Drainage and Utility Improvements?

BACKGROUND: A-1 Excavating was awarded a construction contract on March 16, 2021 to complete the Old Village Phase 5 and 6 Street, Drainage and Utility Improvements. Work remains in progress with a milestone 1 completion date of October 15, 2021, milestone 2 completion date of October 14, 2022, substantial completion date of June 30, 2023 and final completion date of July 28, 2023.

PROPOSAL DETAILS/ANALYSIS: A-1 Excavating has submitted Partial Pay Request No. 8 in the amount of \$978,034.67. The request has been reviewed and payment is recommended in the amount requested. In accordance with the contract documents, the City has retained 5% of the total work completed. The amount retained is \$116,883.30.

FISCAL IMPACT: None. Partial payment is proposed in accordance with the Contract for the project. Payment remains within the authorized scope and budget.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the Consent Agenda*, Pay Request No. 8 for the Old Village Phase 5 and 6 Street, Drainage and Utility Improvements. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Pay Request No. 8 to A-1 Excavating. in the amount of \$978,034.67 for the Old Village Phase 5 and 6 Street, Drainage and Utility Improvements”.

ATTACHMENTS:

1. Partial Pay Estimate No. 8.

PROJECT PAY FORM

PARTIAL PAY ESTIMATE NO. <u>8</u>			FOCUS ENGINEERING, inc.		
OLD VILLAGE PH 5 & 6: STREET, DRAINAGE, & UTILITY IMPROVMENT PROJECT NO. 2019.116			PERIOD OF ESTIMATE FROM <u>1/1/2022</u> TO <u>4/30/2022</u>		
PROJECT OWNER: CITY OF LAKE ELMO 3800 LAVERNE AVENUE NORTH LAKE ELMO, MN 55042 ATTN: JACK GRIFFIN, CITY ENGINEER			CONTRACTOR: A-1 EXCAVATING 8237 STATE HWY 64, PO BOX 90 BLOOMER, WI 54724 ATTN: BRAD NIELSEN, PROJECT MANAGER		
CONTRACT CHANGE ORDER SUMMARY				PAY ESTIMATE SUMMARY	
No.	Approval Date	Amount			
		Additions	Deductions		
1	7/20/2021	\$5,554.56		1. Original Contract Amount	\$6,488,157.83
2	9/7/2021	\$203,950.00		2. Net Change Order Sum	\$110,406.16
3	11/16/2021	\$9,512.25		3. Revised Contract (1+2)	\$6,598,563.99
4	4/29/2022		\$108,610.65	4. *Work Completed	\$2,337,665.93
				5. *Stored Materials	\$0.00
				6. Subtotal (4+5)	\$2,337,665.93
				7. Retainage* <u>5.0%</u>	\$116,883.30
				8. Previous Payments	\$1,242,747.96
TOTALS		\$219,016.81	\$108,610.65	9. Amount Due (6-7-8)	\$978,034.67
NET CHANGE		\$110,406.16		*Detailed Breakdown Attached	
CONTRACT TIME					
START DATE: <u>4/1/2021</u>		ORIGINAL DAYS <u>848</u>		ON SCHEDULE YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
SUBSTANTIAL COMPLETION: <u>6/30/2023</u>		REVISED DAYS <u>0</u>			
FINAL COMPLETION: <u>7/28/2023</u>		REMAINING <u>454</u>			
ENGINEER'S CERTIFICATION: The undersigned certifies that the work has been reviewed and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.			FOCUS Engineering, inc. <i>Chad Isakson</i> ENGINEER <u>5/1/2022</u> DATE		
CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.			CONTRACTOR <i>B/A</i> <u>5-6-22</u> DATE		
APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA					
BY _____			BY _____		
DATE _____			DATE _____		

OLD VILLAGE PH 5 & 6: STREET, DRAINAGE, & UTILITY IMPROVMENTS
CITY OF LAKE ELMO, MINNESOTA
PROJECT NO. 2019.116

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT				THIS PERIOD		TOTAL TO DATE		
			BASE BID QUANTITY	CO #4 ADJ.	UPDATED QUANTITY	UNIT PRICE	BASE BID AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
BASE BID											
1	MOBILIZATION	LS	1		1	\$369,660.00	\$369,660.00	0.25	\$92,415.00	0.75	\$277,245.00
2	CLEARING & GRUBBING	ACRE	2.35		2.35	\$7,750.00	\$18,212.50	2.00	\$15,500.00	3.20	\$24,800.00
3	CLEARING	TREE	99		99	\$215.00	\$21,285.00	95.00	\$20,425.00	120.00	\$25,800.00
4	GRUBBING	TREE	104		104	\$135.00	\$14,040.00	67.00	\$9,045.00	92.00	\$12,420.00
5	REMOVE SHRUB	LF	534		534	\$8.00	\$4,272.00	400.00	\$3,200.00	550.00	\$4,400.00
6	REMOVE SIGN TYPE C	EACH	40		40	\$55.00	\$2,200.00	15.00	\$825.00	15.00	\$825.00
7	REMOVE WATER MAIN PIPE	LF	7062		7062	\$2.00	\$14,124.00	2,000.00	\$4,000.00	2,601.00	\$5,202.00
8	REMOVE SEWER PIPE (SANITARY) (3" OR 4" MAIN)	LF	1029		1029	\$4.00	\$4,116.00	365.00	\$1,460.00	365.00	\$1,460.00
9	REMOVE SEWER PIPE (STORM)	LF	610		610	\$14.00	\$8,540.00	0.00	\$0.00	0.00	\$0.00
10	REMOVE CONCRETE CURB & GUTTER	LF	295	-26	269	\$4.00	\$1,180.00	40.00	\$160.00	40.00	\$160.00
11	REMOVE FENCE	LF	1144		1144	\$8.00	\$9,152.00	0.00	\$0.00	971.00	\$7,768.00
12	PULVERIZE BITUMINOUS PAVEMENT (P)	SY	19952	-136	19816	\$3.00	\$59,856.00	17,000.00	\$51,000.00	18,500.00	\$55,500.00
13	REMOVE BITUMINOUS DRIVEWAY AND TRAIL	SY	2283	-30	2253	\$3.50	\$7,990.50	150.00	\$525.00	171.00	\$598.50
14	REMOVE CONCRETE DRIVEWAY PAVEMENT	SY	571		571	\$4.50	\$2,569.50	22.00	\$99.00	35.00	\$157.50
15	SALVAGE AND INSTALL CASTING (SANITARY)	EACH	4		4	\$550.00	\$2,200.00	0.00	\$0.00	0.00	\$0.00
16	SALVAGE AND INSTALL CASTING (STORM)	EACH	4		4	\$550.00	\$2,200.00	0.00	\$0.00	0.00	\$0.00
17	REMOVE GATE VALVE & BOX	EACH	17		17	\$150.00	\$2,550.00	3.00	\$450.00	3.00	\$450.00
18	REMOVE SANITARY STRUCTURE	EACH	4		4	\$800.00	\$3,200.00	4.00	\$3,200.00	4.00	\$3,200.00
19	REMOVE CATCH BASIN OR MANHOLE (STORM)	EACH	2		2	\$700.00	\$1,400.00	0.00	\$0.00	0.00	\$0.00
20	REMOVE HYDRANT & GATE VALVE ASSEMBLY	EACH	14		14	\$500.00	\$7,000.00	5.00	\$2,500.00	5.00	\$2,500.00
21	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LF	471	-12	459	\$5.00	\$2,355.00	15.00	\$75.00	15.00	\$75.00
22	SAWING BIT PAVEMENT (FULL DEPTH)	LF	1465	-7	1458	\$2.00	\$2,930.00	0.00	\$0.00	68.00	\$136.00
23	REMOVE CONCRETE WALK	SF	457	-15	442	\$2.00	\$914.00	0.00	\$0.00	0.00	\$0.00
24	SALVAGE AND INSTALL LANDSCAPING ROCK OR MULCH	SF	1150		1150	\$4.00	\$4,600.00	0.00	\$0.00	0.00	\$0.00
25	SALVAGE AND INSTALL DRIVEWAY PAVERS	SF	495		495	\$19.00	\$9,405.00	0.00	\$0.00	0.00	\$0.00
26	REMOVE EXISTING SANITARY SEWER DRAIN FIELD (32ND STREET N)	LS	1		1	\$10,000.00	\$10,000.00	0.00	\$0.00	0.00	\$0.00
27	REMOVE EXISTING SANITARY SEWER DRAIN FIELD & PUMP STATION (34TH STREET N)	LS	1		1	\$15,000.00	\$15,000.00	1.00	\$15,000.00	1.00	\$15,000.00
28	SALVAGE AND INSTALL WOOD FENCE	LF	105		105	\$33.00	\$3,465.00	0.00	\$0.00	130.00	\$4,290.00
29	ABANDON WATER MAIN PIPE (IN RAILROAD R/W)	LF	120		120	\$25.00	\$3,000.00	0.00	\$0.00	0.00	\$0.00
30	SALVAGE AND INSTALL BLOCK RETAINING WALL	SF	158		158	\$28.00	\$4,424.00	0.00	\$0.00	0.00	\$0.00
31	COMMON EXCAVATION (EV) (STREETS) (P)	CY	27965	-80	27885	\$14.00	\$391,510.00	4,510.00	\$63,140.00	6,450.00	\$90,300.00
32	COMMON EXCAVATION (EV) (BIOINFILTRATION BASIN) (P)	CY	1950	75	2025	\$13.00	\$25,350.00	0.00	\$0.00	0.00	\$0.00
33	SUBGRADE CORRECTION (EV) (INCLUDES SELECT GRANULAR BORROW - MOD 5%)	CY	1000		1000	\$26.00	\$26,000.00	400.00	\$10,400.00	400.00	\$10,400.00
34	SELECT GRANULAR BORROW - MOD. 5% (CV) (P) (STREETS)	CY	18482	-90	18392	\$17.00	\$314,194.00	1,690.00	\$28,730.00	2,990.00	\$50,830.00
35	SELECT GRANULAR BORROW - MOD. 5% (CV) (P) (BIOINFILTRATION BASIN)	CY	980		980	\$19.00	\$18,620.00	0.00	\$0.00	0.00	\$0.00
36	GEOTEXTILE FABRIC, TYPE V	SY	6929		6929	\$2.00	\$13,858.00	2,400.00	\$4,800.00	3,698.00	\$7,396.00
37	AGG. BASE, CL. 6 (CV) (P)	CY	5528	-22	5506	\$28.00	\$154,784.00	585.00	\$16,380.00	996.00	\$27,888.00
38	STREET SWEEPING	HOURL	102		102	\$150.00	\$15,300.00	4.00	\$600.00	22.00	\$3,300.00
39	BIT. MATERIAL FOR TACK COAT	GAL	1942	-58	1884	\$3.40	\$6,602.80	0.00	\$0.00	0.00	\$0.00
40	TYPE SP 9.5 WEARING COURSE MIX (3,C) (PATCHING) (LAKE ELMO AVENUE)	TON	60	-40	20	\$160.00	\$9,600.00	0.00	\$0.00	0.00	\$0.00
41	TYPE SP 9.5 WEARING COURSE MIX (2,B) (DRIVEWAYS & TRAIL)	TON	510		510	\$108.00	\$55,080.00	0.00	\$0.00	67.64	\$7,305.12
42	TYPE SP 12.5 NON- WEARING COURSE MIX (3,C)	TON	2764	-17	2747	\$69.00	\$190,716.00	0.00	\$0.00	160.00	\$11,040.00
43	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	2057	-14	2043	\$80.00	\$164,560.00	0.00	\$0.00	0.00	\$0.00
44	PAVE AND REMOVE 1.5" THICK 8' WIDE BITUMINOUS WEDGE	TON	1189		1189	\$103.00	\$122,467.00	0.00	\$0.00	60.70	\$6,252.10
45	WET CAST BLOCK RETAINING WALL	SF	1118		1118	\$52.00	\$58,136.00	0.00	\$0.00	0.00	\$0.00
46	PIPE FOUNDATION ROCK	TON	1530		1530	\$9.00	\$13,770.00	100.00	\$900.00	100.00	\$900.00
47	TEMPORARY SHORING (FOR RETAINING WALL CONSTRUCTION)	LS	1		1	\$30,000.00	\$30,000.00	0.00	\$0.00	0.00	\$0.00
48	EXPLORATORY DIGGING	HOURL	20		20	\$300.00	\$6,000.00	0.00	\$0.00	10.20	\$3,060.00
49	12" GAS SAFETY APRON AND GRATE DESIGN 3128	EACH	2		2	\$800.00	\$1,600.00	0.00	\$0.00	0.00	\$0.00
50	15" RC PIPE APRON W/TRASH GUARD	EACH	10	-1	9	\$1,000.00	\$10,000.00	0.00	\$0.00	0.00	\$0.00
51	18" RC PIPE APRON W/TRASH GUARD	EACH	3		3	\$1,100.00	\$3,300.00	0.00	\$0.00	0.00	\$0.00
52	24" RC PIPE APRON W/TRASH GUARD	EACH	2		2	\$1,475.00	\$2,950.00	0.00	\$0.00	0.00	\$0.00
53	12" GAS PIPE CULVERT	LF	15		15	\$65.00	\$975.00	0.00	\$0.00	0.00	\$0.00
54	4" CONCRETE HEADWALL	EACH	3		3	\$500.00	\$1,500.00	0.00	\$0.00	0.00	\$0.00
55	4" PVC PERF. EDGE DRAIN W/ BACKFILL & WRAP	LF	4435	-140	4295	\$18.00	\$79,830.00	370.00	\$6,660.00	546.00	\$9,828.00
56	DRAINTILE CLEANOUT	EACH	39	-2	37	\$390.00	\$15,210.00	4.00	\$1,560.00	6.00	\$2,340.00
57	2" RIGID INSULATION	SY	196		196	\$22.00	\$4,312.00	28.44	\$625.68	32.00	\$704.00
58	8" PVC PIPE SEWER (C900) (DR-25)	LF	600		600	\$86.00	\$51,600.00	222.00	\$19,092.00	222.00	\$19,092.00
59	8" PVC PIPE SEWER (SDR 26)	LF	5376	-468	4908	\$83.00	\$446,208.00	1,531.00	\$127,073.00	1,531.00	\$127,073.00
60	14" PVC PIPE SEWER (C900) (DR-25)	LF	1422		1422	\$121.00	\$172,062.00	559.00	\$67,639.00	1,130.00	\$136,730.00
61	12" RC PIPE SEWER, DES 3006 CL V	LF	11	51	62	\$63.00	\$693.00	0.00	\$0.00	0.00	\$0.00
62	15" RC PIPE SEWER, DES 3006 CL V	LF	3897	-925	2972	\$58.00	\$226,026.00	763.00	\$44,254.00	956.00	\$55,448.00
63	18" RC PIPE SEWER, DES 3006 CL V	LF	666		666	\$64.00	\$42,624.00	52.00	\$3,328.00	52.00	\$3,328.00
64	24" RC PIPE SEWER, DES 3006 CL III	LF	83		83	\$82.00	\$6,806.00	34.00	\$2,788.00	34.00	\$2,788.00
65	BORING PIT #1	LS	1		1	\$39,000.00	\$39,000.00	0.00	\$0.00	1.00	\$39,000.00
66	BORING PIT #2	LS	1		1	\$71,000.00	\$71,000.00	0.00	\$0.00	1.00	\$71,000.00
67	BORING PIT #3	LS	1		1	\$60,000.00	\$60,000.00	0.00	\$0.00	1.00	\$60,000.00
68	CONNECT TO EXISTING SANITARY STRUCTURE (TYPE SPECIAL)	LS	1		1	\$26,000.00	\$26,000.00	0.00	\$0.00	1.00	\$26,000.00
69	CONNECT TO EXISTING SANITARY STRUCTURE	EACH	4		4	\$3,500.00	\$14,000.00	2.00	\$7,000.00	2.00	\$7,000.00

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT					THIS PERIOD		TOTAL TO DATE	
			BASE BID QUANTITY	CO #4 ADJ.	UPDATED QUANTITY	UNIT PRICE	BASE BID AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
70	CONNECT TO EXISTING SANITARY SEWER SERVICE (2" PRESSURE PIPE)	EACH	12		12	\$300.00	\$3,600.00	0.00	\$0.00	0.00	\$0.00
71	CONNECT TO EXISTING SANITARY SEWER SERVICE (4" GRAVITY)	EACH	1		1	\$300.00	\$300.00	1.00	\$300.00	1.00	\$300.00
72	8"X4" PVC WYE, SDR 26	EACH	42		42	\$175.00	\$7,350.00	12.00	\$2,100.00	12.00	\$2,100.00
73	8"X6" PVC WYE, SDR 26	EACH	15		15	\$250.00	\$3,750.00	0.00	\$0.00	0.00	\$0.00
74	8"X4" PVC WYE, C900	EACH	6		6	\$330.00	\$1,980.00	6.00	\$1,980.00	6.00	\$1,980.00
75	14"X4" PVC WYE, C900	EACH	9		9	\$800.00	\$7,200.00	3.00	\$2,400.00	10.00	\$8,000.00
76	TRACER WIRE BOX - (AT PROPERTY LINE)	EACH	82		82	\$115.00	\$9,430.00	0.00	\$0.00	7.00	\$805.00
77	SANITARY SEWER MANHOLE (W/ CASTING)	EACH	33	-1	32	\$4,145.00	\$136,785.00	9.00	\$37,305.00	12.00	\$49,740.00
78	SANITARY CLEANOUT CASTING (R-1914-A)	EACH	6		6	\$450.00	\$2,700.00	0.00	\$0.00	0.00	\$0.00
79	SADDLE TAP FOR 1.25" HDPE TO 8" PVC C900	EACH	3		3	\$750.00	\$2,250.00	0.00	\$0.00	0.00	\$0.00
80	SADDLE TAP FOR 1.25" HDPE TO 14" PVC C900	EACH	9		9	\$770.00	\$6,930.00	0.00	\$0.00	0.00	\$0.00
81	2" PRESSURE CLEANOUT & CURBSTOP ASSEMBLY	EACH	1		1	\$1,400.00	\$1,400.00	0.00	\$0.00	0.00	\$0.00
82	1.25" SANITARY CURB STOP & BOX	EACH	5		5	\$730.00	\$3,650.00	0.00	\$0.00	0.00	\$0.00
83	2"X1.25" FUSED TEE	EACH	5		5	\$525.00	\$2,625.00	0.00	\$0.00	0.00	\$0.00
84	CURB STOP & BOX CASTING (R-1914-A)	EACH	12		12	\$450.00	\$5,400.00	0.00	\$0.00	0.00	\$0.00
85	SANITARY SEWER 8" OUTSIDE DROP	LF	21.5		21.5	\$300.00	\$6,450.00	0.00	\$0.00	0.00	\$0.00
86	SANITARY SEWER MANHOLE EXTRA DEPTH	LF	213.53	0.13	213.66	\$270.00	\$57,653.10	65.00	\$17,550.00	87.00	\$23,490.00
87	24" CASING PIPE (JACKED/AUGERED W/ 15" PVC SDR 26 CARRIER PIPE)	LF	872		872	\$610.00	\$531,920.00	0.00	\$0.00	0.00	\$0.00
88	36" CASING PIPE (JACKED/AUGERED W/ 15" PVC SDR 26 CARRIER PIPE)	LF	97		97	\$800.00	\$77,600.00	0.00	\$0.00	86.00	\$68,800.00
89	4" PVC SANITARY SERVICE PIPE - SCH 40 W/ TRACER WIRE	LF	1613		1613	\$48.00	\$77,424.00	539.00	\$25,872.00	732.00	\$35,136.00
90	6" PVC SANITARY SERVICE PIPE - SCH 40 W/ TRACER WIRE	LF	445		445	\$50.00	\$22,250.00	0.00	\$0.00	0.00	\$0.00
91	1.25" HDPE SERVICE PIPE W/ TRACER WIRE	LF	370		370	\$50.00	\$18,500.00	0.00	\$0.00	0.00	\$0.00
92	2" HDPE FORCEMAIN W/ CAP	LF	30		30	\$50.00	\$1,500.00	0.00	\$0.00	0.00	\$0.00
93	2" HDPE SANITARY FORCE MAIN (HORIZONTAL DIRECTIONAL DRILL)	LF	975		975	\$27.00	\$26,325.00	0.00	\$0.00	0.00	\$0.00
94	CLEAN AND TELEWISE SANITARY SEWER	LF	8280		8280	\$2.00	\$16,560.00	0.00	\$0.00	0.00	\$0.00
95	TEMPORARY SANITARY BYPASS PUMPING OF 3" PRESSURE PIPE	LS	1		1	\$2,500.00	\$2,500.00	0.00	\$0.00	0.00	\$0.00
96	TEMPORARY WATER SERVICE	LS	1		1	\$30,000.00	\$30,000.00	0.60	\$18,000.00	0.75	\$22,500.00
97	1" CORPORATION STOP	EACH	82		82	\$195.00	\$15,990.00	13.00	\$2,535.00	19.00	\$3,705.00
98	2" CORPORATION STOP	EACH	1		1	\$560.00	\$560.00	0.00	\$0.00	0.00	\$0.00
99	1" CURB STOP & BOX	EACH	82	-5	77	\$350.00	\$28,700.00	13.00	\$4,550.00	19.00	\$6,650.00
100	2" CURB STOP & BOX	EACH	2		2	\$750.00	\$1,500.00	0.00	\$0.00	0.00	\$0.00
101	SADDLE TAP 8" HDPE W/ 1" CORPORATION STOP	EACH	5	-5	0	\$475.00	\$2,375.00	0.00	\$0.00	0.00	\$0.00
102	CONNECT TO EXISTING WATER MAIN	EACH	6		6	\$2,300.00	\$13,800.00	2.00	\$4,600.00	4.00	\$9,200.00
103	16"X8" WET TAP W/ 8" GATE VALVE & BOX	EACH	1	-1	0	\$6,500.00	\$6,500.00	0.00	\$0.00	0.00	\$0.00
104	CONNECT TO EXISTING WATER SERVICE	EACH	71		71	\$150.00	\$10,650.00	5.00	\$750.00	10.00	\$1,500.00
105	ADJUST GATE VALVE BOX	EACH	5	2	7	\$300.00	\$1,500.00	0.00	\$0.00	0.00	\$0.00
106	HYDRANT	EACH	21	-2	19	\$4,750.00	\$99,750.00	4.00	\$19,000.00	5.00	\$23,750.00
107	6" GATE VALVE & BOX	EACH	28	-2	26	\$1,600.00	\$44,800.00	5.00	\$8,000.00	6.00	\$9,600.00
108	8" GATE VALVE & BOX	EACH	24	-1	23	\$2,150.00	\$51,600.00	5.00	\$10,750.00	6.00	\$12,900.00
109	1" TYPE K COPPER PIPE	LF	1873	-189	1684	\$48.00	\$89,904.00	474.00	\$22,752.00	635.00	\$30,480.00
110	2" TYPE K COPPER PIPE	LF	50		50	\$63.00	\$3,150.00	0.00	\$0.00	0.00	\$0.00
111	8" HDPE WATERMAIN (HORIZONTAL DIRECTIONAL DRILL)	LF	1002	-1002	0	\$44.00	\$44,088.00	0.00	\$0.00	0.00	\$0.00
112	6" WATER MAIN DIP - CL 52 (POLY ENCASED)	LF	824	-23	801	\$58.00	\$47,792.00	430.00	\$24,940.00	443.00	\$25,694.00
113	8" WATER MAIN DIP - CL 52 (POLY ENCASED)	LF	7605		7605	\$64.00	\$486,720.00	1,669.00	\$106,816.00	2,270.00	\$145,280.00
114	DUCTILE IRON FITTINGS	LB	4866	-500	4366	\$10.00	\$48,660.00	550.00	\$5,500.00	686.00	\$6,860.00
115	CONSTRUCT OVERFLOW CONTROL STRUCTURE (W/ CASTING)	EACH	1		1	\$3,050.00	\$3,050.00	0.00	\$0.00	0.00	\$0.00
116	CONSTRUCT DRAINAGE STRUCTURE DES. 402 (W/ CASTING)	EACH	3	2	5	\$2,230.00	\$6,690.00	0.00	\$0.00	1.00	\$2,230.00
117	CONSTRUCT DRAINAGE STRUCTURE DES. 404 (W/ CASTING)	EACH	7	1	8	\$2,600.00	\$18,200.00	0.00	\$0.00	0.00	\$0.00
118	CONSTRUCT DRAINAGE STRUCTURE DES. DES. 406 - 48" (W/ CASTING)	EACH	32	-11	21	\$3,125.00	\$100,000.00	5.00	\$15,625.00	7.00	\$21,875.00
119	CONSTRUCT DRAINAGE STRUCTURE DES. 405 - 48" (W/ 4' SUMP, MH BAFFLE & CASTIN	EACH	2	5	7	\$10,530.00	\$21,060.00	1.00	\$10,530.00	2.00	\$21,060.00
120	CONNECT TO EXISTING STORM STRUCTURE	EACH	3		3	\$1,200.00	\$3,600.00	1.00	\$1,200.00	2.00	\$2,400.00
121	CONNECT DRAINTILE TO EXISTING STORM STRUCTURE	EACH	1		1	\$700.00	\$700.00	0.00	\$0.00	0.00	\$0.00
122	CONNECT TO EXISTING STORM PIPE	EACH	1		1	\$900.00	\$900.00	1.00	\$900.00	1.00	\$900.00
123	CLEAN AND TELEWISE STORM SEWER	LF	4481	-925	3556	\$2.00	\$8,962.00	0.00	\$0.00	0.00	\$0.00
124	RANDOM RIP-RAP, CLASS III (INCLUDES GEOTEXTILE FABRIC, TYPE IV)	CY	53	17	70	\$40.00	\$2,120.00	0.00	\$0.00	0.00	\$0.00
125	26" CONCRETE RIBBON CURB	LF	7156	415	7571	\$11.75	\$84,083.00	0.00	\$0.00	380.00	\$4,465.00
126	SURMOUNTABLE CONCRETE CURB & GUTTER	LF	1010		1010	\$14.00	\$14,140.00	0.00	\$0.00	0.00	\$0.00
127	B618 CONCRETE CURB & GUTTER	LF	9546	-479	9067	\$14.50	\$138,417.00	0.00	\$0.00	842.00	\$12,209.00
128	B624 CONCRETE CURB & GUTTER	LF	60	-23	37	\$31.00	\$1,860.00	0.00	\$0.00	0.00	\$0.00
129	6" CONCRETE DRIVEWAY PAVEMENT	SY	546		546	\$67.00	\$36,582.00	0.00	\$0.00	86.00	\$5,762.00
130	8" CONCRETE DRIVEWAY PAVEMENT	SY	77		77	\$97.00	\$7,469.00	0.00	\$0.00	4.00	\$388.00
131	5" CONCRETE WALK	SF	1036	-200	836	\$7.00	\$7,252.00	0.00	\$0.00	0.00	\$0.00
132	6" CONCRETE WALK	SF	315	285	600	\$7.50	\$2,362.50	0.00	\$0.00	32.00	\$240.00
133	SALVAGE AND INSTALL MAILBOX ASSEMBLY	EACH	67		67	\$250.00	\$16,750.00	0.00	\$0.00	3.00	\$750.00
134	FURNISH AND INSTALL 4' CHAIN LINK FENCE	LF	220		220	\$33.00	\$7,260.00	0.00	\$0.00	0.00	\$0.00
135	FURNISH AND INSTALL 5' CHAIN LINK FENCE (MOUNTED ON WALL)	LF	144		144	\$73.00	\$10,512.00	0.00	\$0.00	0.00	\$0.00
136	TRAFFIC CONTROL	LS	1		1	\$49,500.00	\$49,500.00	0.25	\$12,375.00	0.50	\$24,750.00
137	SALVAGE AND INSTALL SIGN TYPE C	EACH	2	-1	1	\$300.00	\$600.00	0.00	\$0.00	0.00	\$0.00
138	SIGN TYPE SPECIAL (STREET NAME SIGN)	EACH	8		8	\$479.00	\$3,832.00	0.00	\$0.00	0.00	\$0.00
139	SIGN TYPE C	SF	269		269	\$44.00	\$11,836.00	0.00	\$0.00	0.00	\$0.00
140	SILT FENCE, PREASSEMBLED	LF	6648		6648	\$1.75	\$11,634.00	2,150.00	\$3,762.50	3,100.00	\$5,425.00
141	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	10		10	\$500.00	\$5,000.00	0.00	\$0.00	0.00	\$0.00
142	STORM DRAIN INLET PROTECTION	EACH	70		70	\$115.00	\$8,050.00	6.00	\$690.00	8.00	\$920.00
143	FILTER TOPSOIL BORROW (IN-PLACE VOLUME) (P)	CY	710	30	740	\$37.00	\$26,270.00	0.00	\$0.00	0.00	\$0.00
144	COMMON TOPSOIL BORROW (PULVERIZED) (LV)	CY	3322		3322	\$34.00	\$112,948.00	0.00	\$0.00	329.50	\$11,203.00
145	SODDING, TYPE MINERAL	SY	13767		13767	\$9.00	\$123,903.00	0.00	\$0.00	0.00	\$0.00

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT				THIS PERIOD		TOTAL TO DATE		
			BASE BID QUANTITY	CO #4 ADJ.	UPDATED QUANTITY	UNIT PRICE	BASE BID AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
146	HYDRAULIC BONDED FIBER MATRIX	LB	5288		5288	\$1.00	\$5,288.00	0.00	\$0.00	1,000.00	\$1,000.00
147	EROSION CONTROL BLANKET CATEGORY 3N	SY	15825	100	15925	\$1.50	\$23,737.50	0.00	\$0.00	0.00	\$0.00
148	SEDIMENT CONTROL LOG	LF	6675	100	6775	\$3.50	\$23,362.50	1,500.00	\$5,250.00	2,100.00	\$7,350.00
149	SEEDING (SEED MIXTURE TYPE 21-113)	ACRE	1.51		1.51	\$3,140.00	\$4,741.40	0.00	\$0.00	0.00	\$0.00
150	SEEDING (SEED MIXTURE TYPE 25-141)	ACRE	2.99		2.99	\$4,900.00	\$14,651.00	0.00	\$0.00	0.00	\$0.00
151	SEEDING (SEED MIXTURE TYPE 33-261)	ACRE	0.38	0.02	0.40	\$5,710.00	\$2,169.80	0.00	\$0.00	0.00	\$0.00
152	4" SOLID LINE WHITE EPOXY	LF	210	-60	150	\$3.00	\$630.00	0.00	\$0.00	0.00	\$0.00
153	4" DOUBLE SOLID LINE YELLOW EPOXY	LF	30	-30	0	\$5.00	\$150.00	0.00	\$0.00	0.00	\$0.00
154	24" SOLID LINE WHITE EPOXY	LF	19	-19	0	\$14.00	\$266.00	0.00	\$0.00	0.00	\$0.00
155	CROSSWALK PREFORMED THERMOPLASTIC GROUND IN	SF	54		54	\$18.00	\$972.00	0.00	\$0.00	0.00	\$0.00
156	PAVEMENT MESSAGE PREFORMED THERMOPLASTIC GROUND IN	SF	13.29		13.29	\$37.00	\$491.73	0.00	\$0.00	0.00	\$0.00
BASE BID							\$6,488,157.83	\$990,881.18		\$1,832,386.22	

TOTALS - BASE CONTRACT

\$6,488,157.83

\$990,881.18

\$1,832,386.22

CHANGE ORDER NO. 1										
CO1-1	Install Water Service to 3240 Lake Elmo Ave	LS	1	1	\$5,950.56	\$5,950.56	0.00	\$0.00	1.00	\$5,950.56
CO1-2	Sign Type C	SF	-9	-9	\$44.00	-\$396.00	0.00	\$0.00	0.00	\$0.00
TOTALS - CHANGE ORDER NO. 1						\$5,554.56	\$0.00		\$5,950.56	

CHANGE ORDER NO. 2											
CO2-1	Select Granular Borrow - Mod. 5% (CV) (P) (Bioinfiltration Basin) (FILL AROUND I	CY	200.0		200.0	\$19.00	\$3,800.00	0.00	\$0.00	87.00	\$1,653.00
CO2-2	Pipe Foundation Rock (UNDER VALVE VAULT - FILL TO SUITABLE SOILS)	TON	250.0		250.0	\$9.00	\$2,250.00	0.00	\$0.00	0.00	\$0.00
CO2-3	8" PVC Pipe Sewer (C900) (DR-25)	LF	545.0		545.0	\$86.00	\$46,870.00	0.00	\$0.00	0.00	\$0.00
CO2-4	14" PVC Pipe Sewer (C900) (DR-25)	LF	-295.0		-295.0	\$121.00	-\$35,695.00	0.00	\$0.00	0.00	\$0.00
CO2-5	8"x4" PVC Wye, C900	EA	3.0		3.0	\$330.00	\$990.00	0.00	\$0.00	0.00	\$0.00
CO2-6	14"x4" PVC WYE, C900	EA	-3.0		-3.0	\$800.00	-\$2,400.00	0.00	\$0.00	0.00	\$0.00
CO2-7	Saddle Tap for 1.25" HDPE to 8" PVC C900	EA	9.0		9.0	\$750.00	\$6,750.00	0.00	\$0.00	0.00	\$0.00
CO2-8	Saddle Tap for 1.25" HDPE to 14" PVC C900	EA	-9.0		-9.0	\$770.00	-\$6,930.00	0.00	\$0.00	0.00	\$0.00
CO2-9	Sanitary Sewer 8" Outside Drop	LF	-11.0		-11.0	\$300.00	-\$3,300.00	0.00	\$0.00	0.00	\$0.00
CO2-10	Sanitary Sewer Manhole Extra Depth	LF	-19.4		-19.4	\$270.00	-\$5,238.00	0.00	\$0.00	0.00	\$0.00
CO2-11	24" Casing Pipe (Jacked/Augered w/ 15" PVC SDR 26 Carrier Pipe)	LF	-872.0		-872.0	\$610.00	-\$531,920.00	0.00	\$0.00	0.00	\$0.00
CO2-12	Clean and Televis Sanitary Sewer	LF	-718.0		-718.0	\$2.00	-\$1,436.00	0.00	\$0.00	0.00	\$0.00
CO2-13	B618 Concrete Curb & Gutter (AT LIFT STATION)	LF	50.0		50.0	\$14.50	\$725.00	0.00	\$0.00	0.00	\$0.00
CO2-14	8" Concrete Driveway Pavement	SY	50.0		50.0	\$97.00	\$4,850.00	0.00	\$0.00	0.00	\$0.00
CO2-15	*CONSTRUCT LIFT STATION	LS	1.0		1.0	\$561,415.00	\$561,415.00	0.00	\$0.00	0.66	\$370,533.90
CO2-16	6" C-900 DR18 PVC FOREMAIN	LF	1,190.0		1,190.0	\$67.00	\$79,730.00	0.00	\$0.00	0.00	\$0.00
CO2-17	TEMPORARY SHORING (AT LIFT STATION)	LS	1.0		1.0	\$50,441.00	\$50,441.00	0.00	\$0.00	1.00	\$50,441.00
CO2-18	CONC. EDGE REINFORCING	LF	88.0		88.0	\$51.00	\$4,488.00	0.00	\$0.00	0.00	\$0.00
CO2-19	RESTOCK 14" PVC, C-900	LF	295.0		295.0	\$34.00	\$10,030.00	0.00	\$0.00	295.00	\$10,030.00
CO2-20	DROP MANHOLES PRODUCED/NOT USED	EA	2.0		2.0	\$3,940.00	\$7,880.00	0.00	\$0.00	2.00	\$7,880.00
CO2-21	SANITARY SEWER 14" OUTSIDE DROP	LF	11.0		11.0	\$875.00	\$9,625.00	0.00	\$0.00	11.00	\$9,625.00
CO2-22	MANHOLE BASE PRODUCED/NOT USED	EA	1.0		1.0	\$1,025.00	\$1,025.00	0.00	\$0.00	1.00	\$1,025.00
TOTALS - CHANGE ORDER NO. 2							\$203,950.00	\$0.00		\$451,187.90	

CHANGE ORDER NO. 3										
CO3-1	Replace Watermain on 32nd Street	LS	1.0	1.0	\$7,729.75	\$7,729.75	0.00	\$0.00	1.00	\$7,729.75
CO3-2	Remove Leaking Water Valve on 32nd Street	LS	1.0	1.0	\$1,782.50	\$1,782.50	0.00	\$0.00	1.00	\$1,782.50
TOTALS - CHANGE ORDER NO. 3						\$9,512.25		\$0.00		\$9,512.25

CHANGE ORDER NO. 4											
CO4-1	12" RC Pipe Apron w/Trash Guard	EA	2.0	2.0	\$1,000.00	\$2,000.00	0.00	\$0.00	0.00	\$0.00	
CO4-2	8" PVC Pipe Sewer (C900) (DR-25) - Upper 33rd Street	LF	335.0	335.0	\$112.00	\$37,520.00	300.00	\$33,600.00	300.00	\$33,600.00	
CO4-3	Cut In 16" Butterfly Valve & Box (Incl 16" Sleeve)	EA	1.0	1.0	\$14,950.00	\$14,950.00	0.00	\$0.00	0.00	\$0.00	
CO4-4	Temporary Water Service - Upper 33rd St	LS	1.0	1.0	\$3,125.00	\$3,125.00	1.00	\$3,125.00	1.00	\$3,125.00	
CO4-5	Truncated Domes	SF	44.0	44.0	\$66.00	\$2,904.00	0.00	\$0.00	0.00	\$0.00	
CO4-6	Locate Water Service at 3442 Lake Elmo Ave	LS	1.0	1.0	\$1,904.00	\$1,904.00	1.00	\$1,904.00	1.00	\$1,904.00	
CO4-7	Quantity Changes (Itemization Above)	LS	1.0	1.0	-\$171,013.65	-\$171,013.65	0.00	\$0.00	0.00	\$0.00	
TOTALS - CHANGE ORDER NO. 4						-\$108,610.65	\$38,629.00		\$38,629.00		

TOTALS - REVISED CONTRACT

\$6,598,563.99

\$1,029,510.18

\$2,337,665.93



STAFF REPORT

DATE: May 17, 2022

CONSENT

AGENDA ITEM: Approve Pay Request No. 1 for the Whistling Valley Street and Utility Improvements

SUBMITTED BY: Mark Scholle, Project Engineer

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

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

BACKGROUND: Jacon, LLC was awarded a construction contract on January 4, 2022 to complete the Whistling Valley Street and Utility Improvements. Work remains in progress with a substantial completion date of October 14, 2022 and final completion date of November 25, 2022.

PROPOSAL DETAILS/ANALYSIS: Jacon, LLC has submitted Partial Pay Request No. 1 in the amount of \$184,421.98. The request has been reviewed and payment is recommended in the amount requested. In accordance with the contract documents, the City has retained 5% of the total work completed. The amount retained is \$9,706.42.

FISCAL IMPACT: None. Partial payment is proposed in accordance with the Contract for the project. Payment remains within the authorized scope and budget.


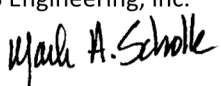
RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the Consent Agenda*, Pay Request No. 1 for the Whistling Valley Street and Utility Improvements. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Pay Request No. 1 to Jacon, LLC in the amount of \$184,421.98 for Whistling Valley Street and Utility Improvements”.

ATTACHMENTS:

1. Partial Pay Estimate No. 1.

PROJECT PAY FORM

PARTIAL PAY ESTIMATE NO. <u>1</u>					
WHISTLING VALLEY UTILITY AND STREET IMPROVEMENTS PROJECT NO. 2020.123			PERIOD OF ESTIMATE FROM <u>4/18/2022</u> TO <u>4/30/2022</u>		
PROJECT OWNER: CITY OF LAKE ELMO 3800 LAVERNE AVENUE NORTH LAKE ELMO, MN 55042 ATTN: JACK GRIFFIN, CITY ENGINEER			CONTRACTOR: JACON, LLC 3900 LABORE ROAD VADNAIS HEIGHTS, MN 55110 ATTN: JOHN DRESHAR		
CONTRACT CHANGE ORDER SUMMARY			PAY ESTIMATE SUMMARY		
No.	Approval Date	Amount			
		Additions Deductions			
CO-1	3/15/2022	\$141,959.85 \$0.00	1. Original Contract Amount <u>\$2,270,606.45</u> 2. Net Change Order Sum <u>\$141,959.85</u> 3. Revised Contract (1+2) <u>\$2,412,566.30</u> 4. *Work Completed <u>\$194,128.40</u> 5. *Stored Materials <u>\$0.00</u> 6. Subtotal (4+5) <u>\$194,128.40</u> 7. Retainage* <u>5.0%</u> <u>\$9,706.42</u> 8. Previous Payments <u>\$0.00</u> 9. Amount Due (6-7-8) <u>\$184,421.98</u>		
TOTALS		\$141,959.85 \$0.00			
NET CHANGE		\$141,959.85	*Detailed Breakdown Attached		
CONTRACT TIME					
START DATE: <u>4/18/2022</u>		ORIGINAL DAYS <u>221</u>		ON SCHEDULE	
SUBSTANTIAL COMPLETION: <u>10/14/2022</u>		REVISED DAYS <u>0</u>		YES <input checked="" type="checkbox"/>	
FINAL COMPLETION: <u>11/25/2022</u>		REMAINING <u>209</u>		NO <input type="checkbox"/>	
ENGINEER'S CERTIFICATION: The undersigned certifies that the work has been reviewed and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.			FOCUS Engineering, inc.  ENGINEER <u>5-11-2022</u> DATE		
CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.			CONTRACTOR John Dreshar <small>Digitally signed by John Dreshar DN: C=US, E=John@jaconco.com, O=JACON LLC, CN=John Dreshar Date: 2022.05.10 10:14:28-05'00'</small> BY <u>John Dresar</u> DATE <u>5/10/2022</u>		
APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA					
BY _____			BY _____		
DATE _____			DATE _____		

PARTIAL PAY ESTIMATE NO. 1

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

FOCUS ENGINEERING, inc.

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	MOBILIZATION**	LUMP SUM	1	\$122,784.30	\$122,784.30	0.50	\$61,392.15	0.50	\$61,392.15
2	CLEARING AND GRUBBING**	ACRE	1	\$12,012.90	\$12,012.90	0.00	\$0.00	0.00	\$0.00
3	REMOVE CONCRETE CURB AND GUTTER	LIN FT	4679	\$5.43	\$25,406.97	0.00	\$0.00	0.00	\$0.00
4	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	13	\$31.05	\$403.65	0.00	\$0.00	0.00	\$0.00
5	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	30	\$10.35	\$310.50	0.00	\$0.00	0.00	\$0.00
6	SALVAGE AND REINSTALL DRIVEWAY PAVERS	SQ YD	34	\$190.00	\$6,460.00	0.00	\$0.00	0.00	\$0.00
7	SAWING PAVEMENT (FULL DEPTH)	LIN FT	670	\$5.00	\$3,350.00	0.00	\$0.00	0.00	\$0.00
8	REMOVE SEWER PIPE (STORM)	SQ YD	55	\$35.00	\$1,925.00	0.00	\$0.00	0.00	\$0.00
9	REMOVE BITUMINOUS PAVEMENT (P)**	SQ YD	23218	\$5.00	\$116,090.00	0.00	\$0.00	0.00	\$0.00
10	REMOVE BITUMINOUS WALK	SQ YD	200	\$10.35	\$2,070.00	0.00	\$0.00	0.00	\$0.00
11	REMOVE SIGN	EACH	19	\$45.00	\$855.00	0.00	\$0.00	0.00	\$0.00
12	SALVAGE AND REINSTALL MAIL BOX ASSEMBLY**	EACH	37	\$341.89	\$12,649.93	0.00	\$0.00	0.00	\$0.00
13	ADJUST CASTING	EACH	46	\$200.00	\$9,200.00	0.00	\$0.00	0.00	\$0.00
14	ADJUST CATCH BASIN	EACH	18	\$150.00	\$2,700.00	0.00	\$0.00	0.00	\$0.00
15	REMOVE CASTING	EACH	12	\$50.00	\$600.00	0.00	\$0.00	0.00	\$0.00
16	GEOTEXTILE FABRIC, TYPE V	CU YD	10448	\$0.79	\$8,253.92	0.00	\$0.00	0.00	\$0.00
17	GEOGRID	SQ FT	824	\$7.32	\$6,031.68	0.00	\$0.00	0.00	\$0.00
18	AGGREGATE BASE CL 6 (CV)(P)**	CU YD	4890	\$31.20	\$152,568.00	0.00	\$0.00	0.00	\$0.00
19	COMMON EXCAVATION (P)**	CU YD	3869	\$20.30	\$78,540.70	0.00	\$0.00	0.00	\$0.00
20	STREET SWEEPING	HOUR	40	\$120.00	\$4,800.00	2.00	\$240.00	2.00	\$240.00
21	TYPE SP 9.5 WEARING COURSE MIX (2,C)	TON	2210	\$90.00	\$198,900.00	0.00	\$0.00	0.00	\$0.00
22	TYPE SP 12.5 WEARING COURSE MIXTURE (2,C)	TON	2945	\$83.00	\$244,435.00	0.00	\$0.00	0.00	\$0.00
23	TYPE SP 9.5 WEARING COURSE MIX (2,B) (DRIVEWAYS & TRAIL)	TON	200	\$156.00	\$31,200.00	0.00	\$0.00	0.00	\$0.00
24	BITUMINOUS MATERIAL FOR TACK COAT	GAL	1628	\$2.00	\$3,256.00	0.00	\$0.00	0.00	\$0.00
25	4" PVC SCHEDULE 40 PERF PE PIPE DRAIN W/ BACKFILL AND WRAP	LIN FT	1458	\$14.00	\$20,412.00	0.00	\$0.00	0.00	\$0.00
26	DRAINTILE CLEANOUT	EACH	14	\$250.00	\$3,500.00	0.00	\$0.00	0.00	\$0.00
27	12" HDPE STORM SEWER PIPE	LIN FT	55	\$21.00	\$1,155.00	0.00	\$0.00	0.00	\$0.00
28	12" FLARED END SECTION	EACH	1	\$420.00	\$420.00	0.00	\$0.00	0.00	\$0.00
29	6" CONCRETE HEADWALL	EACH	1	\$12,300.00	\$12,300.00	0.00	\$0.00	0.00	\$0.00
30	CONCRETE FLUME	EACH	2	\$1,500.00	\$3,000.00	0.00	\$0.00	0.00	\$0.00
31	FURNISH AND INSTALL CASTING ASSEMBLY R-3067-V	EACH	18	\$675.00	\$12,150.00	0.00	\$0.00	0.00	\$0.00
32	CONNECT DRAINTILE TO EXISTING STORM STRUCTURE	EACH	14	\$500.00	\$7,000.00	0.00	\$0.00	0.00	\$0.00
33	CONNECT TO EXISTING WATERMAIN	EACH	2	\$4,025.00	\$8,050.00	0.00	\$0.00	0.00	\$0.00
34	HYDRANT AND GATE VALVE ASSEMBLY	EACH	12	\$7,500.00	\$90,000.00	0.00	\$0.00	0.00	\$0.00
35	10" HDPE TO 8" DIP TRANSITION FITTING	EACH	71	\$770.00	\$54,670.00	6.00	\$4,620.00	6.00	\$4,620.00
36	1.5" CURB STOP & BOX	EACH	37	\$485.00	\$17,945.00	0.00	\$0.00	0.00	\$0.00
37	1.5" CORPORATION STOP	EACH	37	\$550.00	\$20,350.00	0.00	\$0.00	0.00	\$0.00
38	1.5" TYPE K COPPER PIPE	LIN FT	1189	\$36.60	\$43,517.40	0.00	\$0.00	0.00	\$0.00
39	8" GATE VALVE AND BOX	EACH	11	\$3,283.15	\$36,114.65	0.00	\$0.00	0.00	\$0.00
40	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	112	\$116.70	\$13,070.40	0.00	\$0.00	0.00	\$0.00
41	8" WATERMAIN DUCTILE IRON CL 52	LIN FT	816	\$81.00	\$66,096.00	0.00	\$0.00	0.00	\$0.00
42	10" HDPE DR 11 WATERMAIN (DIRECTIONAL DRILLING) W/ 4700 LB TRACER WIRE**	LIN FT	6691	\$71.25	\$476,733.75	1,573.00	\$112,076.25	1,573.00	\$112,076.25
43	4" INSULATION	SQ YD	56	\$34.00	\$1,904.00	0.00	\$0.00	0.00	\$0.00
44	DUCTILE IRON FITTINGS	LB	3040	\$6.83	\$20,763.20	0.00	\$0.00	0.00	\$0.00
45	CONCRETE CURB AND GUTTER DESIGN D412	LIN FT	3849	\$30.36	\$116,855.64	0.00	\$0.00	0.00	\$0.00
46	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	1310	\$30.80	\$40,348.00	0.00	\$0.00	0.00	\$0.00
47	24" CONCRETE RIBBON CURB	LIN FT	5284	\$13.86	\$73,236.24	0.00	\$0.00	0.00	\$0.00
48	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	13	\$110.00	\$1,430.00	0.00	\$0.00	0.00	\$0.00
49	INSTALL CONCRETE PEDESTRIAN RAMP	EACH	19	\$2,079.00	\$39,501.00	0.00	\$0.00	0.00	\$0.00
50	TRAFFIC CONTROL	LUMP SUM	1	\$6,500.00	\$6,500.00	0.50	\$3,250.00	0.50	\$3,250.00
51	SIGN PANELS TYPE C	SQ FT	63.31	\$130.00	\$8,230.30	0.00	\$0.00	0.00	\$0.00
52	SIGN PANELS TYPE SPECIAL (STREET NAME SIGN)	EACH	10	\$340.00	\$3,400.00	0.00	\$0.00	0.00	\$0.00
53	SILT FENCE PREASSEMBLED	LIN FT	1000	\$3.00	\$3,000.00	0.00	\$0.00	0.00	\$0.00
54	STORM DRAIN INLET PROTECTION	EACH	34	\$220.00	\$7,480.00	15.00	\$3,300.00	15.00	\$3,300.00
55	COMMON TOPSOIL BORROW PULVERIZED (LV)	CU YD	678	\$40.25	\$27,289.50	0.00	\$0.00	0.00	\$0.00
56	SODDING TYPE MINERAL**	SQ YD	6401	\$11.67	\$74,699.67	0.00	\$0.00	0.00	\$0.00
57	SEEDING (SEED MIXTURE TYPE 25-141)	ACRE	0.5	\$4,500.00	\$2,250.00	0.00	\$0.00	0.00	\$0.00
58	EROSION CONTROL BLANKETS CATEGORY 3N	SQ YD	2505	\$2.60	\$6,513.00	0.00	\$0.00	0.00	\$0.00
59	CLASS 3 RIP-RAP WITH GEOTEXTILE FABRIC	CY YD	50	\$149.50	\$7,475.00	0.00	\$0.00	0.00	\$0.00
60	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	2	\$1,750.00	\$3,500.00	1.00	\$1,750.00	1.00	\$1,750.00
61	SEDIMENT CONTROL LOG	LIN FT	12301	\$3.00	\$36,903.00	2,500.00	\$7,500.00	2,500.00	\$7,500.00
					\$2,412,566.30	\$194,128.40		\$194,128.40	

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
NOTE: ** PREVAILING WAGE COSTS INCLUDED IN UNIT PRICE PER CHANGE ORDER NO.1			Orig. Contract Amount		\$2,270,606.45					
CO-1	See note above and Change Order-1 for detail				\$141,959.85					
TOTALS - BASE CONTRACT					\$2,412,566.30		\$194,128.40		\$194,128.40	



STAFF REPORT

DATE: May 17, 2022

CONSENT

AGENDA ITEM: Approve Pay Request No. 6 for the 38th-39th Street Neighborhood Street and Utility Improvements

SUBMITTED BY: Chad Isakson, Project Engineer

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

ISSUE BEFORE COUNCIL: Should the City Council approve Pay Request No. 6 for the 38th-39th Street Neighborhood Street and Utility Improvements?

BACKGROUND: A-1 Excavating was awarded a construction contract on June 1, 2021 to complete the 38th-39th Street Neighborhood Street and Utility Improvements. Work is substantially complete and the project final completion date is July 22, 2022.

PROPOSAL DETAILS/ANALYSIS: A-1 Excavating has submitted Partial Pay Request No. 6 in the amount of \$65,910.62. The request has been reviewed and payment is recommended in the amount requested. In accordance with the contract documents, the City has retained 5% of the total work completed. The amount retained is \$132,269.37.

FISCAL IMPACT: None. Partial payment is proposed in accordance with the Contract for the project. Payment remains within the authorized scope and budget.


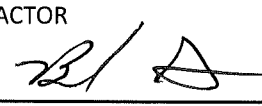
RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the Consent Agenda*, Pay Request No. 6 for the 38th-39th Street Neighborhood Street and Utility Improvements. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Pay Request No. 6 to A-1 Excavating. in the amount of \$65,910.62 for the 38th-39th Street Neighborhood Street and Utility Improvements”.

ATTACHMENTS:

1. Partial Pay Estimate No. 6.

PROJECT PAY FORM

PARTIAL PAY ESTIMATE NO. <u>6</u>				FOCUS ENGINEERING, inc.	
38TH - 39TH ST NEIGHBORHOOD: STREET & UTILITY IMPR. PROJECT NO. 2020.120				PERIOD OF ESTIMATE FROM <u>11/24/2021</u> TO <u>4/30/2022</u>	
PROJECT OWNER: CITY OF LAKE ELMO 3800 LAVERNE AVENUE NORTH LAKE ELMO, MN 55042 ATTN: JACK GRIFFIN, CITY ENGINEER				CONTRACTOR: A-1 EXCAVATING 8237 STATE HWY 64, PO BOX 90 BLOOMER, WI 54724 ATTN: BRAD NIELSEN, PROJECT MANAGER	
CONTRACT CHANGE ORDER SUMMARY				PAY ESTIMATE SUMMARY	
No.	Approval Date	Amount			
		Additions	Deductions		
1	12/7/2021	\$8,011.50		1. Original Contract Amount <u>\$2,716,277.00</u>	
				2. Net Change Order Sum <u>\$8,011.50</u>	
				3. Revised Contract (1+2) <u>\$2,724,288.50</u>	
				4. *Work Completed <u>\$2,645,387.41</u>	
				5. *Stored Materials <u>\$0.00</u>	
				6. Subtotal (4+5) <u>\$2,645,387.41</u>	
				7. Retainage* <u>5.0%</u> <u>\$132,269.37</u>	
				8. Previous Payments <u>\$2,447,207.41</u>	
TOTALS		\$8,011.50	\$0.00	9. Amount Due (6-7-8) <u>\$65,910.62</u>	
NET CHANGE		\$8,011.50		*Detailed Breakdown Attached	
CONTRACT TIME					
START DATE: <u>6/21/2021</u>		ORIGINAL DAYS <u>396</u>		ON SCHEDULE YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
SUBSTANTIAL COMPLETION: <u>10/29/2021</u>		REVISED DAYS <u>0</u>			
FINAL COMPLETION: <u>7/22/2022</u>		REMAINING <u>83</u>			
ENGINEER'S CERTIFICATION: The undersigned certifies that the work has been reviewed and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.				FOCUS Engineering, inc.  ENGINEER <u>5/10/2022</u> DATE	
CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates were issued and payments received from the owner, and that current payment shown herein is now due.				CONTRACTOR  BY <u>5-10-22</u> DATE	
APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA					
BY _____			BY _____		
DATE _____			DATE _____		

38TH - 39TH ST NEIGHBORHOOD: STREET & UTILITY IMPR.
CITY OF LAKE ELMO, MINNESOTA
PROJECT NO. 2020.120



ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
BASE BID									
1	MOBILIZATION	LS	1	\$153,160.00	\$153,160.00	0.00	\$0.00	1.00	\$153,160.00
2	TRAFFIC CONTROL	LS	1	\$54,500.00	\$54,500.00	0.00	\$0.00	1.00	\$54,500.00
3	INLET PROTECTION	EA	4	\$200.00	\$800.00	0.00	\$0.00	4.00	\$800.00
4	SILT FENCE, MACHINE SLICED	LF	8000	\$1.00	\$8,000.00	0.00	\$0.00	2,306.00	\$2,306.00
5	SEDIMENT CONTROL LOG, TYPE WOOD FIBER	LF	80	\$9.00	\$720.00	0.00	\$0.00	0.00	\$0.00
6	ROCK CONSTRUCTION ENTRANCE	EA	2	\$1,465.00	\$2,930.00	0.00	\$0.00	1.00	\$1,465.00
7	TEMPORARY ACCESS ROAD	LS	1	\$21,600.00	\$21,600.00	0.00	\$0.00	1.00	\$21,600.00
8	CLEARING	EA	31	\$350.00	\$10,850.00	2.00	\$700.00	37.00	\$12,950.00
9	GRUBBING	EA	31	\$300.00	\$9,300.00	3.00	\$900.00	44.00	\$13,200.00
10	CLEAR BRUSH	SY	238	\$10.00	\$2,380.00	0.00	\$0.00	238.00	\$2,380.00
11	REMOVE WATERMAIN PIPE	LF	50	\$10.00	\$500.00	0.00	\$0.00	50.00	\$500.00
12	REMOVE WATERMAIN CASING	LF	16	\$50.00	\$800.00	0.00	\$0.00	16.00	\$800.00
13	16" X 12" WET TAP, INCL 12" GV & BOX	EA	1	\$9,700.00	\$9,700.00	0.00	\$0.00	1.00	\$9,700.00
14	CONNECT TO EXISTING 6" WATERMAIN	EA	1	\$2,200.00	\$2,200.00	0.00	\$0.00	1.00	\$2,200.00
15	ABANDON EXISTING WATERMAIN	LF	50	\$10.00	\$500.00	0.00	\$0.00	50.00	\$500.00
16	PLUG EXISTING 6" WATERMAIN	EA	3	\$600.00	\$1,800.00	0.00	\$0.00	3.00	\$1,800.00
17	HYDRANT	EA	18	\$4,950.00	\$89,100.00	0.00	\$0.00	18.00	\$89,100.00
18	HYDRANT EXTENSION	LF	9	\$1,000.00	\$9,000.00	4.00	\$4,000.00	4.00	\$4,000.00
19	CONCRETE HYDRANT SPLASH PAD	SF	180	\$14.00	\$2,520.00	0.00	\$0.00	150.00	\$2,100.00
20	6" GATE VALVE AND BOX	EA	18	\$1,700.00	\$30,600.00	0.00	\$0.00	18.00	\$30,600.00
21	8" GATE VALVE AND BOX	EA	8	\$2,300.00	\$18,400.00	0.00	\$0.00	8.00	\$18,400.00
22	12" GATE VALVE AND BOX	EA	8	\$3,800.00	\$30,400.00	0.00	\$0.00	8.00	\$30,400.00
23	VALVE BOX EXTENSION	LF	17	\$160.00	\$2,720.00	0.00	\$0.00	0.00	\$0.00
24	1" CORPORATION STOP W/ SADDLE	EA	1	\$950.00	\$950.00	0.00	\$0.00	1.00	\$950.00
25	1" CORPORATION STOP	EA	47	\$250.00	\$11,750.00	0.00	\$0.00	47.00	\$11,750.00
26	1" CURB STOP & BOX	EA	48	\$440.00	\$21,120.00	0.00	\$0.00	48.00	\$21,120.00
27	1" TYPE "K" COPPER WATER SERVICE	LF	1244	\$60.00	\$74,640.00	16.00	\$960.00	1,270.00	\$76,200.00
28	6" DIP, CL. 52 WATERMAIN, INCL POLY WRAP	LF	198	\$63.00	\$12,474.00	0.00	\$0.00	234.00	\$14,742.00
29	8" DIP, CL. 52 WATERMAIN, INCL POLY WRAP	LF	5245	\$69.00	\$361,905.00	0.00	\$0.00	5,200.00	\$358,800.00
30	12" DIP, CL. 52 WATERMAIN, INCL POLY WRAP	LF	2170	\$86.00	\$186,620.00	0.00	\$0.00	2,215.00	\$190,490.00
31	14" HDPE WATERMAIN, DIRECTIONAL DRILL	LF	1606	\$104.00	\$167,024.00	0.00	\$0.00	1,606.00	\$167,024.00
32	DUCTILE IRON FITTINGS	LB	3299	\$11.00	\$36,289.00	0.00	\$0.00	3,299.00	\$36,289.00
33	14" HDPE TO 12" DIP TRANSITION FITTING	EA	6	\$800.00	\$4,800.00	2.00	\$1,600.00	8.00	\$6,400.00
34	OFFROAD STRUCTURE MARKER	EA	3	\$200.00	\$600.00	0.00	\$0.00	3.00	\$600.00
35	REMOVE AND DISPOSE OF EXISTING STORM SEWER PIPE	LF	264	\$14.00	\$3,696.00	0.00	\$0.00	264.00	\$3,696.00
36	REMOVE AND DISPOSE OF EXISTING STORM SEWER STRUCTURE	EA	1	\$500.00	\$500.00	0.00	\$0.00	1.00	\$500.00
37	SALVAGE AND REINSTALL 30" RCP, INCL FES	LF	38	\$63.00	\$2,394.00	0.00	\$0.00	38.00	\$2,394.00
38	SALVAGE AND REINSTALL RIP RAP	LS	1	\$1,000.00	\$1,000.00	0.00	\$0.00	1.00	\$1,000.00
39	12" RCP STORM SEWER, CL 5	LF	167	\$62.00	\$10,354.00	-53.00	-\$3,286.00	176.00	\$10,912.00
40	15" RCP STORM SEWER, CL 5	LF	56	\$68.00	\$3,808.00	12.00	\$816.00	56.00	\$3,808.00
41	12" FLARED END SECTION WITH TRASH GUARD	EA	9	\$1,400.00	\$12,600.00	0.00	\$0.00	9.00	\$12,600.00
42	15" FLARED END SECTION WITH TRASH GUARD	EA	4	\$1,600.00	\$6,400.00	0.00	\$0.00	4.00	\$6,400.00
43	2'X3' CATCH BASIN WITH CASTING PER DETAIL 404	EA	1	\$2,560.00	\$2,560.00	0.00	\$0.00	1.00	\$2,560.00
44	4' DIA CBMH WITH CASTING PER DETAIL 405	EA	1	\$10,300.00	\$10,300.00	0.00	\$0.00	1.00	\$10,300.00
45	RANDOM RIPRAP CL II WITH FABRIC	CY	2	\$150.00	\$300.00	0.00	\$0.00	2.00	\$300.00
46	RANDOM RIPRAP CL III WITH FABRIC	CY	37	\$75.00	\$2,775.00	0.00	\$0.00	37.00	\$2,775.00
47	SALVAGE & REINSTALL MAILBOX	EA	46	\$200.00	\$9,200.00	0.00	\$0.00	46.00	\$9,200.00
48	REMOVE SIGN	EA	5	\$100.00	\$500.00	0.00	\$0.00	5.00	\$500.00
49	SALVAGE & REINSTALL SIGN PANEL ON NEW POST, INCL NEW STREET NAME BLADES	EA	2	\$350.00	\$700.00	0.00	\$0.00	12.00	\$4,200.00
50	SAWCUT BITUMINOUS PAVEMENT	LF	1431	\$2.00	\$2,862.00	0.00	\$0.00	1,165.00	\$2,330.00
51	SAWCUT CONCRETE PAVEMENT	LF	111	\$6.00	\$666.00	0.00	\$0.00	115.00	\$690.00
52	REMOVE AND DISPOSE OF EXISTING BITUMINOUS PAVEMENT	SY	12839	\$3.00	\$38,517.00	0.00	\$0.00	12,839.00	\$38,517.00
53	REMOVE AND DISPOSE OF BITUMINOUS PAVEMENT (DRIVEWAY)	SY	761	\$5.00	\$3,805.00	0.00	\$0.00	761.00	\$3,805.00
54	REMOVE AND DISPOSE OF 6" CONCRETE PAVEMENT (DRIVEWAY)	SY	71	\$6.00	\$426.00	0.00	\$0.00	71.00	\$426.00
55	EXCAVATION - COMMON (EV) (P)	CY	12885	\$14.00	\$180,390.00	0.00	\$0.00	12,885.00	\$180,390.00
56	EXCAVATION - CHANNEL AND POND (EV) (P)	CY	3583	\$14.00	\$50,162.00	0.00	\$0.00	3,583.00	\$50,162.00
57	EXCAVATION - SUBGRADE (POND) (EV)	CY	2523	\$15.00	\$37,845.00	2,106.00	\$31,590.00	3,606.00	\$54,090.00
58	COMMON EMBANKMENT (CV) (P)	CY	102	\$23.00	\$2,346.00	0.00	\$0.00	102.00	\$2,346.00
59	COMMON EMBANKMENT - CHANNEL AND POND (CV) (P)	CY	662	\$18.00	\$11,916.00	0.00	\$0.00	662.00	\$11,916.00
60	SELECT GRANULAR BORROW (CV)	CY	10201	\$17.00	\$173,417.00	0.00	\$0.00	10,201.00	\$173,417.00
61	FINE FILTER AGGREGATE (CV)	CY	2523	\$15.00	\$37,845.00	1,485.00	\$22,275.00	2,985.00	\$44,775.00
62	AGGREGATE BASE, CLASS 6 (CV) (P)	CY	2550	\$28.00	\$71,400.00	0.00	\$0.00	2,550.00	\$71,400.00
63	PATCH GRAVEL DRIVEWAY	TN	7	\$50.00	\$350.00	23.34	\$1,167.00	23.34	\$1,167.00
64	4" PERFORATED PVC PIPE DRAIN W/ SOCK	LF	2760	\$14.00	\$38,640.00	0.00	\$0.00	2,500.00	\$35,000.00
65	4" NON-PERFORATED PVC PIPE DRAIN	LF	50	\$13.00	\$650.00	0.00	\$0.00	50.00	\$650.00
66	4" PRECAST CONCRETE HEADWALL	EA	24	\$490.00	\$11,760.00	0.00	\$0.00	24.00	\$11,760.00
67	4" PVC PIPE DRAIN CLEAN OUT	EA	24	\$330.00	\$7,920.00	0.00	\$0.00	24.00	\$7,920.00
68	BITUMINOUS DRIVEWAY PAVEMENT	SY	580	\$33.00	\$19,140.00	0.00	\$0.00	639.50	\$21,103.50
69	TYPE SP 9.5 BITUMINOUS WEARING COURSE MIXTURE (2,C) [SPWEA230C]	TN	1149	\$73.00	\$83,877.00	0.00	\$0.00	1,000.00	\$73,000.00
70	TYPE SP 12.5 BITUMINOUS NON WEARING COURSE MIXTURE (2,C) [SPNWB230C]	TN	1532	\$68.00	\$104,176.00	0.00	\$0.00	1,356.66	\$92,252.88
71	BITUMINOUS MATERIAL FOR TACK COAT	GAL	852	\$3.50	\$2,982.00	0.00	\$0.00	660.00	\$2,310.00
72	PATCH BITUMINOUS STREET - 38TH/39TH STREET	SY	233	\$39.50	\$9,203.50	0.00	\$0.00	257.24	\$10,160.98
73	PATCH BITUMINOUS STREET - IDEAL AVE	SY	565	\$54.50	\$30,792.50	0.00	\$0.00	623.75	\$33,994.38
74	RIBBON CONCRETE CURB	LF	6720	\$12.90	\$86,688.00	159.00	\$2,051.10	6,708.00	\$86,533.20
75	B412 CONCRETE CURB & GUTTER	LF	3360	\$14.00	\$47,040.00	-54.00	-\$756.00	3,179.00	\$44,506.00
76	CONCRETE MATURITY TESTING	LS	1	\$1,200.00	\$1,200.00	0.00	\$0.00	1.00	\$1,200.00
77	6" CONCRETE FLUME	SF	25	\$13.00	\$325.00	5.00	\$65.00	25.00	\$325.00
78	6" CONCRETE DRIVEWAY PAVEMENT (HIGH EARLY)	SY	97	\$96.00	\$9,312.00	0.00	\$0.00	115.75	\$11,112.00
79	4" CONCRETE SIDEWALK	SF	15	\$29.00	\$435.00	0.00	\$0.00	20.25	\$587.25
80	STREET NAME BLADE SIGN (2 BLADE)	EA	2	\$700.00	\$1,400.00	0.00	\$0.00	2.00	\$1,400.00

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
81	TOPSOIL BORROW (LV)	CY	2996	\$34.00	\$101,864.00	-21.00	-\$714.00	1,479.00	\$50,286.00
82	SCARIFY AND TILL SOIL	LS	1	\$2,500.00	\$2,500.00	0.00	\$0.00	1.00	\$2,500.00
83	SEED MIXTURE 25-151 & EROSION CONTROL BLANKET	SY	3653	\$2.00	\$7,306.00	0.00	\$0.00	2,900.00	\$5,800.00
84	SEED MIXTURE 35-241 & EROSION CONTROL BLANKET	SY	3569	\$2.00	\$7,138.00	0.00	\$0.00	2,900.00	\$5,800.00
85	TURF REINFORCEMENT MAT, CATEGORY 1, INCL SEED AND BLANKET	SY	139	\$14.00	\$1,946.00	0.00	\$0.00	99.48	\$1,392.72
86	SODDING, TYPE LAWN	SY	14612	\$8.00	\$116,896.00	0.00	\$0.00	11,555.00	\$92,440.00
87	SEED MIXTURE 33-262	LB	40	\$10.00	\$400.00	0.00	\$0.00	44.00	\$440.00
88	STREET SWEEPER WITH PICK UP BROOM	HR	20	\$150.00	\$3,000.00	0.00	\$0.00	10.00	\$1,500.00
BASE BID			\$2,716,277.00			\$61,368.10		\$2,637,375.91	

TOTALS - BASE CONTRACT

\$2,716,277.00

\$61,368.10

\$2,637,375.91

CHANGE ORDER NO. 1

CO1-1	Extend culvert (39+50) and install driveway culvert (8370 39th St)	LS	1	\$6,620.00	\$6,620.00	1.00	\$6,620.00	1.00	\$6,620.00
CO1-2	Install driveway culvert (3948 Innsdale Ave)	LS	1	\$1,391.50	\$1,391.50	1.00	\$1,391.50	1.00	\$1,391.50

TOTALS - CHANGE ORDER NO. 1

\$8,011.50

\$8,011.50

\$8,011.50

TOTALS - REVISED CONTRACT

\$2,724,288.50

\$69,379.60

\$2,645,387.41



STAFF REPORT

DATE: May 17, 2022

CONSENT

AGENDA ITEM: Approve Pay Request No. 8 for the Heritage Farms Street and Utility Improvements

SUBMITTED BY: Chad Isakson, Project Engineer

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

ISSUE BEFORE COUNCIL: Should the City Council approve Pay Request No. 8 for the Heritage Farms Street and Utility Improvements?

BACKGROUND: S.R. Weidema, Inc. was awarded a construction contract on January 19, 2021 to complete the Heritage Farms Street and Utility Improvements. Work remains in progress with a milestone completion date of October 15, 2021, substantial completion date of July 8, 2022 and final completion date of August 5, 2022.

PROPOSAL DETAILS/ANALYSIS: S.R. Weidema, Inc. has submitted Partial Pay Request No. 8 in the amount of \$30,076.53. The request has been reviewed and payment is recommended in the amount requested. In accordance with the contract documents, the City has retained 5% of the total work completed. The amount retained is \$148,011.72.

FISCAL IMPACT: None. Partial payment is proposed in accordance with the Contract for the project. Payment remains within the authorized scope and budget.



RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the Consent Agenda*, Pay Request No. 8 for the Heritage Farms Street and Utility Improvements. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Pay Request No. 8 to S.R. Weidema, Inc. in the amount of \$30,076.53 for the Heritage Farms Street and Utility Improvements”.

ATTACHMENTS:

1. Partial Pay Estimate No. 8.

PROJECT PAY FORM

PARTIAL PAY ESTIMATE NO. <u>8</u>				FOCUS ENGINEERING, inc.	
HERITAGE FARMS STREET AND UTILITY IMPROVEMENTS PROJECT NO. 2019.121				PERIOD OF ESTIMATE FROM <u>11/1/2021</u> TO <u>5/1/2022</u>	
PROJECT OWNER: CITY OF LAKE ELMO 3800 LAVERNE AVENUE NORTH LAKE ELMO, MN 55042 ATTN: JACK GRIFFIN, CITY ENGINEER				CONTRACTOR: S. R. WEIDEMA, INC. 17600 113TH AVENUE N MAPLE GROVE, MN 55369 ATTN: ANDY BURKE, PROJECT MANAGER	
CONTRACT CHANGE ORDER SUMMARY				PAY ESTIMATE SUMMARY	
No.	Approval Date	Amount			
		Additions	Deductions		
1	6/15/2021	\$28,485.73		1. Original Contract Amount	\$3,121,483.80
2	5/10/2022	\$2,525.00		2. Net Change Order Sum	\$31,010.73
				3. Revised Contract (1+2)	\$3,152,494.53
				4. *Work Completed	\$2,960,234.47
				5. *Stored Materials	\$0.00
				6. Subtotal (4+5)	\$2,960,234.47
				7. Retainage* 5.0%	\$148,011.72
				8. Previous Payments	\$2,782,146.22
				9. Amount Due (6-7-8)	\$30,076.53
TOTALS		\$31,010.73	\$0.00	*Detailed Breakdown Attached	
NET CHANGE		\$31,010.73			
CONTRACT TIME					
START DATE: <u>4/1/2021</u>		ORIGINAL DAYS <u>491</u>		ON SCHEDULE YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
SUBSTANTIAL COMPLETION: <u>7/8/2022</u>		REVISED DAYS <u>0</u>			
FINAL COMPLETION: <u>8/5/2022</u>		REMAINING <u>96</u>			
ENGINEER'S CERTIFICATION: The undersigned certifies that the work has been reviewed and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.				FOCUS Engineering, inc.  _____ ENGINEER <u>5/10/2022</u> _____ DATE	
CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.				CONTRACTOR  BY <u>Andy Burke</u> <u>05/11/2022</u> _____ DATE	
APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA					
BY _____			BY _____		
DATE _____			DATE _____		

**HERITAGE FARMS STREET AND UTILITY IMPROVEMENTS
CITY OF LAKE ELMO, MINNESOTA
PROJECT NO. 2019.121**

FOCUS ENGINEERING, inc.

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
BASE BID									
SCHEDULE A - GENERAL									
1	MOBILIZATION	LS	1	\$140,000.00	\$140,000.00	0.00	\$0.00	1.00	\$140,000.00
2	TRAFFIC CONTROL	LS	1	\$7,000.00	\$7,000.00	0.00	\$0.00	1.00	\$7,000.00
3	SILT FENCE	LF	2990	\$2.25	\$6,727.50	372.00	\$837.00	2,428.00	\$5,463.00
4	INLET PROTECTION	EA	37	\$350.00	\$12,950.00	0.00	\$0.00	37.00	\$12,950.00
5	CLEARING	EA	60	\$164.00	\$9,840.00	0.00	\$0.00	60.00	\$9,840.00
6	GRUBBING	EA	60	\$55.00	\$3,300.00	0.00	\$0.00	62.00	\$3,410.00
7	IMPORT AND PLACE TOPSOIL BORROW	CY	1000	\$30.00	\$30,000.00	0.00	\$0.00	1,418.00	\$42,540.00
8	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EA	3	\$2,275.00	\$6,825.00	0.00	\$0.00	1.00	\$2,275.00
9	STREET SWEEPING	HR	62	\$150.00	\$9,300.00	0.00	\$0.00	60.00	\$9,000.00
10	EXPLORATORY DIGGING	HR	15	\$700.00	\$10,500.00	0.00	\$0.00	0.00	\$0.00
11	EROSION CONTROL BLANKET	SY	426	\$2.75	\$1,171.50	0.00	\$0.00	2,685.00	\$7,383.75
12	SEEDING	AC	1	\$4,200.00	\$4,200.00	0.00	\$0.00	2.57	\$10,794.00
13	SODDING	SY	22510	\$8.05	\$181,205.50	0.00	\$0.00	13,670.00	\$110,043.50
SCHEDULE B - SANITARY SEWER									
14	REPAIR SANITARY SERVICE PIPE	LF	50	\$24.00	\$1,200.00	0.00	\$0.00	50.00	\$1,200.00
15	CONNECT TO EXISTING SANITARY SEWER MANHOLE (OUTSIDE DROP)	EA	1	\$9,000.00	\$9,000.00	0.00	\$0.00	1.00	\$9,000.00
16	CONNECT TO EXISTING SANITARY SEWER	EA	1	\$3,000.00	\$3,000.00	0.00	\$0.00	1.00	\$3,000.00
17	8" PVC SDR 35 SANITARY SEWER (0'-10' DEPTH)	LF	697	\$85.00	\$59,245.00	0.00	\$0.00	702.00	\$59,670.00
18	8" PVC SDR 35 SANITARY SEWER (10'-15' DEPTH)	LF	950	\$85.00	\$80,750.00	0.00	\$0.00	950.00	\$80,750.00
19	8" PVC SDR 35 SANITARY SEWER (15'-20' DEPTH)	LF	496	\$85.00	\$42,160.00	0.00	\$0.00	496.00	\$42,160.00
20	8" PVC SDR 26 SANITARY SEWER (10'-15" DEPTH)	LF	27	\$120.00	\$3,240.00	0.00	\$0.00	27.00	\$3,240.00
21	8" PVC SDR 26 SANITARY SEWER (15'-20' DEPTH)	LF	884	\$120.00	\$106,080.00	0.00	\$0.00	901.00	\$108,120.00
22	8" PVC SDR 26 SANITARY SEWER (20'-25' DEPTH)	LF	722	\$120.00	\$86,640.00	0.00	\$0.00	722.00	\$86,640.00
23	8" PVC C900 DR 14 SANITARY SEWER (15'-20' DEPTH)	LF	76	\$190.00	\$14,440.00	0.00	\$0.00	76.00	\$14,440.00
24	8" PVC C900 DR 14 SANITARY SEWER (20'-25' DEPTH)	LF	382	\$190.00	\$72,580.00	0.00	\$0.00	296.00	\$56,240.00
25	8" PVC C900 DR 14 SANITARY SEWER (25'-30' DEPTH)	LF	280	\$190.00	\$53,200.00	0.00	\$0.00	194.00	\$36,860.00
26	8" PVC C900 DR 14 SANITARY SEWER (30'-35' DEPTH)	LF	420	\$190.00	\$79,800.00	0.00	\$0.00	596.00	\$113,240.00
27	8" DUCTILE IRON PIPE SEWER CL 50	LF	60	\$125.00	\$7,500.00	0.00	\$0.00	60.00	\$7,500.00
28	8" PVC C-900 RJB DR 14 SANITARY SEWER - DIRECTIONAL DRILLED	LF	140	\$405.00	\$56,700.00	0.00	\$0.00	140.00	\$56,700.00
29	48" DIAMETER SANITARY SEWER MANHOLE, TYPE 301	EA	37	\$3,161.00	\$116,957.00	0.00	\$0.00	37.00	\$116,957.00
30	48" DIAMETER SANITARY SEWER DROP MANHOLE, TYPE 306	EA	2	\$4,808.00	\$9,616.00	0.00	\$0.00	2.00	\$9,616.00
31	EXCESS MANHOLE DEPTH	LF	397	\$183.00	\$72,651.00	0.00	\$0.00	402.49	\$73,655.67
32	8" SANITARY SEWER OUTSIDE DROP	LF	21	\$297.00	\$6,237.00	0.00	\$0.00	21.21	\$6,299.37
33	8"x4" PVC WYE BRANCH	EA	37	\$215.00	\$7,955.00	0.00	\$0.00	37.00	\$7,955.00
34	4" PVC SCHED. 40 SANITARY SERVICE PIPE	LF	1704	\$34.00	\$57,936.00	0.00	\$0.00	1,890.00	\$64,260.00
35	4" PVC SCHED. 40 SANITARY SERVICE RISER PIPE	LF	111	\$22.00	\$2,442.00	0.00	\$0.00	218.00	\$4,796.00
36	4" PVC C900 DR 14 SANITARY SERVICE RISER PIPE	LF	95	\$25.00	\$2,375.00	0.00	\$0.00	115.00	\$2,875.00
37	MJ DIP COMPACT FITTINGS	LB	497	\$8.00	\$3,976.00	0.00	\$0.00	181.00	\$1,448.00
38	REMOVAL OF UNSTABLE FOUNDATION MATERIAL	CY	890	\$0.01	\$8.90	0.00	\$0.00	0.00	\$0.00
39	ROCK FOUNDATION BORROW	CY	890	\$0.01	\$8.90	0.00	\$0.00	0.00	\$0.00
40	CLEAN AND TELEWISE SANITARY SEWER	LF	5134	\$3.00	\$15,402.00	0.00	\$0.00	5,160.00	\$15,480.00
SCHEDULE C - WATERMAIN									
41	TEMPORARY WATER	LS	1	\$18,000.00	\$18,000.00	0.00	\$0.00	1.00	\$18,000.00
42	WATERMAIN INSULATION	SY	40	\$40.00	\$1,600.00	0.00	\$0.00	0.00	\$0.00
43	WATERMAIN OFFSET	EA	1	\$2,055.00	\$2,055.00	0.00	\$0.00	0.00	\$0.00
44	REMOVE WATERMAIN PIPE	LF	623	\$8.00	\$4,984.00	0.00	\$0.00	529.00	\$4,232.00
45	REMOVE HYDRANT	EA	3	\$400.00	\$1,200.00	0.00	\$0.00	3.00	\$1,200.00
46	REMOVE GATE VALVE AND BOX	EA	6	\$200.00	\$1,200.00	0.00	\$0.00	6.00	\$1,200.00
47	REMOVE WATER SERVICE PIPE	LF	460	\$5.00	\$2,300.00	0.00	\$0.00	199.00	\$995.00
48	ABANDON WATERMAIN	LF	1780	\$12.00	\$21,360.00	0.00	\$0.00	1,710.00	\$20,520.00
49	CONNECT TO EXISTING WATER MAIN	EA	9	\$1,200.00	\$10,800.00	0.00	\$0.00	5.00	\$6,000.00
50	CONNECT TO EXISTING WATER SERVICE	EA	20	\$250.00	\$5,000.00	0.00	\$0.00	17.00	\$4,250.00
51	HYDRANT	EA	7	\$4,300.00	\$30,100.00	0.00	\$0.00	6.00	\$25,800.00
52	6" GATE VALVE AND BOX	EA	9	\$1,083.00	\$9,747.00	0.00	\$0.00	8.00	\$8,664.00
53	CUT IN 6" GATE VALVE AND BOX	EA	4	\$1,903.00	\$7,612.00	0.00	\$0.00	4.00	\$7,612.00
54	12" GATE VALVE AND BOX	EA	4	\$2,645.00	\$10,580.00	0.00	\$0.00	5.00	\$13,225.00
55	1" CORPORATION STOP	EA	20	\$120.00	\$2,400.00	0.00	\$0.00	17.00	\$2,040.00
56	1" CURB STOP AND BOX	EA	20	\$210.00	\$4,200.00	0.00	\$0.00	17.00	\$3,570.00
57	1" COPPER WATER SERVICE PIPE	LF	790	\$36.00	\$28,440.00	0.00	\$0.00	639.50	\$23,022.00
58	6" DIP CLASS 52 WATERMAIN	LF	158	\$31.00	\$4,898.00	0.00	\$0.00	164.30	\$5,093.30
59	12" DIP CLASS 52 WATERMAIN	LF	2306	\$53.00	\$122,218.00	0.00	\$0.00	2,210.00	\$117,130.00
60	MJ DIP COMPACT FITTINGS	LB	3506	\$7.00	\$24,542.00	0.00	\$0.00	3,178.00	\$22,246.00
61	OFF ROAD STRUCTURE MARKER	EA	1	\$91.00	\$91.00	0.00	\$0.00	0.00	\$0.00
SCHEDULE D - STORM SEWER									

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
62	REPAIR STORM SEWER PIPE	LF	20	\$97.00	\$1,940.00	0.00	\$0.00	0.00	\$0.00
63	REMOVE AND DISPOSE OF EXISTING STORM SEWER	LF	937	\$12.00	\$11,244.00	0.00	\$0.00	679.00	\$8,148.00
64	REMOVE AND DISPOSE OF EXISTING SURGE BASIN	EA	1	\$750.00	\$750.00	0.00	\$0.00	1.00	\$750.00
65	REMOVE AND DISPOSE OF EXISTING HIGH CAPACITY CURB OPENING CATCH BASIN	EA	2	\$200.00	\$400.00	0.00	\$0.00	2.00	\$400.00
66	REMOVE AND DISPOSE OF EXISTING CATCH BASIN	EA	11	\$500.00	\$5,500.00	0.00	\$0.00	11.00	\$5,500.00
67	CONNECT TO EXISTING STORM SEWER	EA	3	\$1,000.00	\$3,000.00	0.00	\$0.00	3.00	\$3,000.00
68	12" CP PIPE SEWER	LF	175	\$24.00	\$4,200.00	0.00	\$0.00	0.00	\$0.00
69	12" RC PIPE SEWER CLASS V	LF	126	\$35.00	\$4,410.00	0.00	\$0.00	156.00	\$5,460.00
70	15" RC PIPE SEWER CLASS V	LF	1938	\$37.00	\$71,706.00	0.00	\$0.00	1,956.00	\$72,372.00
71	12" RC PIPE FLARED END SECTION CLASS V	EA	1	\$600.00	\$600.00	0.00	\$0.00	0.00	\$0.00
72	15" RC PIPE FLARED END SECTION CLASS V	EA	9	\$700.00	\$6,300.00	0.00	\$0.00	9.00	\$6,300.00
73	18" RC PIPE FLARED END SECTION CLASS V	EA	2	\$800.00	\$1,600.00	0.00	\$0.00	0.00	\$0.00
74	PRE-REHABILITATION CCTV INSPECTION	LF	240	\$10.00	\$2,400.00	240.00	\$2,400.00	240.00	\$2,400.00
75	CIPP LINE 12" PIPE SEWER	LF	240	\$105.00	\$25,200.00	240.00	\$25,200.00	240.00	\$25,200.00
76	CATCH BASIN TYPE 404	EA	6	\$1,898.00	\$11,388.00	0.00	\$0.00	6.00	\$11,388.00
77	CATCH BASIN MANHOLE WITH SUMP TYPE 405	EA	3	\$3,107.00	\$9,321.00	0.00	\$0.00	3.00	\$9,321.00
78	CATCH BASIN MANHOLE TYPE 406	EA	16	\$2,487.00	\$39,792.00	0.00	\$0.00	16.00	\$39,792.00
79	HIGH CAPACITY CURB OPENING CATCH BASIN	EA	2	\$3,360.00	\$6,720.00	0.00	\$0.00	2.00	\$6,720.00
80	RIP RAP CLASS II	CY	50	\$105.00	\$5,250.00	0.00	\$0.00	43.10	\$4,525.50
81	CLEAN AND TELEVIEW STORM SEWER	LF	2479	\$3.25	\$8,056.75	0.00	\$0.00	2,112.00	\$6,864.00
82	DITCH GRADING	LF	450	\$5.00	\$2,250.00	0.00	\$0.00	548.00	\$2,740.00
83	POND EXCAVATION	CY	180	\$15.00	\$2,700.00	0.00	\$0.00	180.00	\$2,700.00
SCHEDULE E - STREETS									
84	TEMPORARY ACCESS DRIVE	LS	1	\$12,000.00	\$12,000.00	0.00	\$0.00	1.00	\$12,000.00
85	SALVAGE AND REINSTALL MAILBOX	EA	44	\$110.00	\$4,840.00	0.00	\$0.00	44.00	\$4,840.00
86	SALVAGE SIGN	EA	11	\$25.00	\$275.00	0.00	\$0.00	0.00	\$0.00
87	REMOVE SIGN	EA	12	\$35.00	\$420.00	0.00	\$0.00	6.00	\$210.00
88	SAWCUT BITUMINOUS OR CONCRETE	LF	375	\$4.00	\$1,500.00	0.00	\$0.00	1,407.00	\$5,628.00
89	REMOVE AND DISPOSE OF EXISTING BITUMINOUS PAVEMENT	SY	16680	\$3.00	\$50,040.00	0.00	\$0.00	16,880.30	\$50,640.90
90	REMOVE AND DISPOSE OF EXISTING BITUMINOUS PAVEMENT (DRIVEWAY)	SY	1079	\$5.00	\$5,395.00	0.00	\$0.00	839.50	\$4,197.50
91	REMOVE AND DISPOSE OF EXISTING CONCRETE PAVEMENT (WALK)	SY	180	\$6.00	\$1,080.00	0.00	\$0.00	37.80	\$226.80
92	REMOVE AND DISPOSE OF EXISTING CONCRETE PAVEMENT (FLUME)	EA	3	\$200.00	\$600.00	0.00	\$0.00	3.00	\$600.00
93	REMOVE AND DISPOSE OF EXISTING CONCRETE PAVEMENT (DRIVEWAY)	SY	197	\$6.00	\$1,182.00	0.00	\$0.00	86.00	\$516.00
94	REMOVE AND DISPOSE OF EXISTING CONCRETE CURB AND GUTTER	LF	1125	\$3.50	\$3,937.50	0.00	\$0.00	661.00	\$2,313.50
95	REMOVE AND DISPOSE OF EXISTING CONCRETE VALLEY GUTTER	LF	230	\$3.50	\$805.00	0.00	\$0.00	230.00	\$805.00
96	COMMON EXCAVATION (P)	CY	18070	\$12.00	\$216,840.00	0.00	\$0.00	18,070.00	\$216,840.00
97	SELECT GRANULAR BORROW (P)	CY	12800	\$18.00	\$230,400.00	0.00	\$0.00	12,800.00	\$230,400.00
98	GEOTEXTILE FABRIC TYPE 5	SY	5100	\$1.15	\$5,865.00	0.00	\$0.00	5,174.84	\$5,951.07
99	SUBGRADE CORRECTION	CY	300	\$9.15	\$2,745.00	0.00	\$0.00	661.41	\$6,051.90
100	AGGREGATE BASE CLASS 6 (P)	CY	2560	\$27.00	\$69,120.00	0.00	\$0.00	2,560.00	\$69,120.00
101	BITUMINOUS DRIVEWAY PAVEMENT	SY	1079	\$30.00	\$32,370.00	0.00	\$0.00	837.00	\$25,110.00
102	TYPE SP 9.5 WEARING COURSE MIX (2,C)	TN	1159	\$72.50	\$84,027.50	0.00	\$0.00	0.00	\$0.00
103	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,C)	TN	1547	\$66.50	\$102,875.50	0.00	\$0.00	1,282.45	\$85,282.93
104	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TN	154	\$94.50	\$14,553.00	0.00	\$0.00	169.93	\$16,058.39
105	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,C)	TN	154	\$93.50	\$14,399.00	0.00	\$0.00	158.90	\$14,857.15
106	BITUMINOUS WEDGE PAVING	TN	475	\$90.00	\$42,750.00	0.00	\$0.00	580.39	\$52,235.10
107	BITUMINOUS MATERIAL FOR TACK COAT	GAL	683	\$1.60	\$1,092.80	0.00	\$0.00	165.00	\$264.00
108	CONCRETE CURB AND GUTTER DESIGN B618	LF	8790	\$14.90	\$130,971.00	0.00	\$0.00	1,236.00	\$18,416.40
109	CONCRETE CURB AND GUTTER DESIGN SURMOUNTABLE	LF	3830	\$15.05	\$57,641.50	0.00	\$0.00	11,217.00	\$168,815.85
110	6" CONCRETE FLUME	EA	2	\$1,100.00	\$2,200.00	0.00	\$0.00	2.00	\$2,200.00
111	7" CONCRETE VALLEY GUTTER	SY	151	\$70.40	\$10,630.40	0.00	\$0.00	205.16	\$14,443.26
112	6" CONCRETE DRIVEWAY	SY	205	\$73.35	\$15,036.75	0.00	\$0.00	145.70	\$10,687.10
113	CONCRETE PEDESTRIAN RAMP	EA	6	\$1,200.00	\$7,200.00	0.00	\$0.00	6.00	\$7,200.00
114	5" CONCRETE WALK	SY	280	\$53.80	\$15,064.00	0.00	\$0.00	157.07	\$8,450.37
115	SPECIAL CONCRETE SURFACE FINISH	SF	100	\$20.00	\$2,000.00	0.00	\$0.00	34.60	\$692.00
116	TRUNCATED DOME PANELS	SF	130	\$50.00	\$6,500.00	0.00	\$0.00	134.00	\$6,700.00
117	4" PERFORATED PVC EDGE DRAIN	LF	2620	\$10.00	\$26,200.00	0.00	\$0.00	2,830.00	\$28,300.00
118	DRAINTILE CLEANOUT	EA	33	\$130.00	\$4,290.00	0.00	\$0.00	33.00	\$4,290.00
119	PRECAST CONCRETE HEADWALL	EA	3	\$365.00	\$1,095.00	0.00	\$0.00	3.00	\$1,095.00
120	ADJUST EXISTING MANHOLE CASTING	EA	1	\$400.00	\$400.00	0.00	\$0.00	2.00	\$800.00
121	FURNISH SIGN PANEL	SF	123	\$30.00	\$3,690.00	23.25	\$697.50	151.25	\$4,537.50
122	INSTALL SIGN PANELS	EA	34	\$175.00	\$5,950.00	0.00	\$0.00	35.00	\$6,125.00
123	4" DOUBLE SOLID YELLOW EPOXY	LF	106	\$2.05	\$217.30	0.00	\$0.00	123.00	\$252.15
124	4" SOLID LINE YELLOW EPOXY	LF	250	\$1.05	\$262.50	0.00	\$0.00	198.00	\$207.90
125	4" SOLID LINE WHITE EPOXY	LF	504	\$1.05	\$529.20	0.00	\$0.00	503.00	\$528.15
126	8" SOLID LINE YELLOW EPOXY	LF	52	\$6.15	\$319.80	0.00	\$0.00	25.00	\$153.75
BASE BID					\$3,121,483.80	\$29,134.50		\$2,929,223.74	

TOTALS - BASE CONTRACT

\$3,121,483.80

\$29,134.50

\$2,929,223.74

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
CHANGE ORDER NO. 1									
CO1-1	Traffic Control	LS	1	\$26,803.43	\$26,803.43	0.00	\$0.00	1.00	\$26,803.43
CO1-2	Construction Sign Special	LS	1	\$1,682.30	\$1,682.30	0.00	\$0.00	1.00	\$1,682.30
TOTALS - CHANGE ORDER NO. 1					\$28,485.73	\$0.00		\$28,485.73	
CHANGE ORDER NO. 2									
CO2-1	Inlet Protection (Reinstall)	EA	23	\$100.00	\$2,300.00	23.00	\$2,300.00	23.00	\$2,300.00
CO2-2	Mailbox Support Replacement	EA	3	\$75.00	\$225.00	3.00	\$225.00	3.00	\$225.00
TOTALS - CHANGE ORDER NO. 2					\$2,525.00	\$2,525.00		\$2,525.00	
TOTALS - REVISED CONTRACT					\$3,152,494.53	\$31,659.50		\$2,960,234.47	



STAFF REPORT

DATE: May 17, 2022

CONSENT

AGENDA ITEM: City Center-Public Works Addition Pay Request #4

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 #4 for the City Center and Public Works Addition project?

PROPOSAL:

Pay request #4 is for \$521,724.24. A copy is included in your packet.

FISCAL IMPACT:

With this pay request, the project remains within budget.

OPTION:

- 1) Approve pay request #4
- 2) Don't approve pay request #4

RECOMMENDATION:

“Motion to approve Pay Request #4 for the New City Center and Public Works Addition.”

ATTACHMENTS:

- Pay Request #4



CITY OF LAKE ELMO - OVERALL

H+U CONSTRUCTION EDITION OF AIA DOCUMENT G703

APPLIC. FOR PAYMENT NO.#4
PERIOD ENDING 4/30/2022

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 FROM PREV. APPL.		E THIS PERIOD	F TOTAL COMPLETED AND STORED TO DATE (D+E)	% (F/C)	G BALANCE TO FINISH (C-F)	H RETAINAGE
Insurance 0	Builders Risk Insurance	25,000.00	0.00	25,000.00	0.00	0.00	0.00	0.00	0%	25,000.00	0.00
1	Payment and Performance Bond	127,464.00	0.00	127,464.00	127,424.00	0.00	0.00	127,424.00	100%	40.00	6,371.20
Reimburse	General Conditions	243,080.00	0.00	243,080.00	2,121.01	14,338.59	0.00	16,459.60	7%	226,620.40	822.98
Fee	Construction Management Reimburse	488,555.00	0.00	488,555.00	55,811.25	36,380.00	0.00	92,191.25	19%	396,363.75	4,609.56
Trailer	Construction Management Fee	82,595.00	0.00	82,595.00	2,277.43	3,546.64	0.00	5,824.07	7%	76,770.93	291.20
Contingency	Temporary City Office Trailer	53,170.00	0.00	53,170.00	18,640.32	2,458.89	0.00	21,099.21	40%	32,070.79	1,054.96
Testing	Construction Contingency	588,330.00	3,227.66	591,557.66	0.00	0.00	0.00	0.00	0%	591,557.66	0.00
#0330	Testing & Special Inspections	28,000.00	0.00	28,000.00	0.00	0.00	0.00	0.00	0%	28,000.00	0.00
#0341	Cast-In-Place Concrete	668,316.00	0.00	668,316.00	0.00	0.00	0.00	0.00	0%	668,316.00	0.00
#0510	Structural Precast	1,755,999.00	0.00	1,755,999.00	0.00	82,373.20	0.00	82,373.20	5%	1,673,625.80	4,118.66
#0512	Steel Erection	93,400.00	0.00	93,400.00	0.00	0.00	0.00	0.00	0%	93,400.00	0.00
#0610	Steel Supply	485,000.00	0.00	485,000.00	0.00	0.00	0.00	0.00	0%	485,000.00	0.00
#0750	Carpentry & GC	1,027,000.00	0.00	1,027,000.00	16,547.25	121,327.04	0.00	137,874.29	13%	889,125.71	6,893.71
#0790	Roofing & Metal Panels	1,113,300.00	0.00	1,113,300.00	0.00	0.00	0.00	0.00	0%	1,113,300.00	0.00
#0810	Caulking & Firestopping	72,350.00	0.00	72,350.00	0.00	0.00	0.00	0.00	0%	72,350.00	0.00
#0833	Doors, Frames, Hardware - Supply	171,697.00	0.00	171,697.00	0.00	0.00	0.00	0.00	0%	171,697.00	0.00
#0840	Colling & Sectional Doors	350,000.00	0.00	350,000.00	0.00	0.00	0.00	0.00	0%	350,000.00	0.00
#0920	Aluminum Storefronts & Curtainwall	400,410.00	0.00	400,410.00	2,500.00	9,075.00	0.00	11,575.00	3%	388,835.00	578.75
#0930	Drywall & Fireproofing	543,770.00	0.00	543,770.00	18,000.00	0.00	0.00	18,000.00	3%	525,770.00	900.00
#0950	Tile	154,980.00	0.00	154,980.00	0.00	0.00	0.00	0.00	0%	154,980.00	0.00
#0965	Acoustical Ceilings & Panels	126,000.00	0.00	126,000.00	0.00	0.00	0.00	0.00	0%	126,000.00	0.00
#0990	Resilient Flooring & Carpet	131,940.00	0.00	131,940.00	67,900.00	0.00	0.00	67,900.00	51%	64,040.00	3,395.00
#1420	Painting and Wallcovering	157,727.00	0.00	157,727.00	0.00	0.00	0.00	0.00	0%	157,727.00	0.00
#2100	Conveying Equipment	82,000.00	0.00	82,000.00	0.00	0.00	0.00	0.00	0%	82,000.00	0.00
#2200	Fire Protection	112,915.00	0.00	112,915.00	0.00	5,796.00	0.00	5,796.00	5%	107,119.00	289.80
#2300	Plumbing & Heating	854,000.00	0.00	854,000.00	0.00	16,513.04	0.00	16,513.04	2%	837,486.96	825.65
#2600	HVAC & Controls	962,000.00	0.00	962,000.00	18,000.00	0.00	0.00	18,000.00	2%	944,000.00	900.00
#3100	Electrical	1,454,170.00	(3,227.66)	1,450,942.34	13,500.00	9,675.00	0.00	23,175.00	2%	1,427,767.34	1,158.75
#3210	Earthwork & Site Utilities	575,790.00	0.00	575,790.00	0.00	247,700.00	0.00	247,700.00	43%	328,090.00	12,385.00
#3290	Asphalt Paving	317,200.00	0.00	317,200.00	9,929.00	0.00	0.00	9,929.00	3%	307,271.00	496.45
#TBD	Landscaping & Fencing	144,630.00	0.00	144,630.00	0.00	0.00	0.00	0.00	0%	144,630.00	0.00
	Hoist	12,000.00	0.00	12,000.00	0.00	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	352,650.26	549,183.40	0.00	901,833.66	7%	12,500,954.34	45,091.67



STAFF REPORT

DATE: May 17, 2022

CONSENT

AGENDA ITEM: Approve Cooperative Agreements for the County State Aid Highway (CSAH) 15 (Manning Avenue) and 30th Street Intersection Improvements

SUBMITTED BY: Jack Griffin, City Engineer

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

ISSUE BEFORE COUNCIL: Should the City Council approve the Cooperative Cost Share, Cooperative Maintenance Agreement, and Cooperative Signal Maintenance Agreement with Washington County for the County State Aid Highway (CSAH) 15 (Manning Avenue) and 30th Street Intersection Improvements?

BACKGROUND: Washington County is leading a project to install a steel galvanized pole traffic signal at the intersection of County State Aid Highway 15 (Manning Avenue) and 30th Street North to improve intersection traffic operations. The intersection is partially located within the City of Lake Elmo (west intersection leg), Baytown Township and West Lakeland Township (east intersection leg). An Intersection Control Evaluation (ICE) Report was prepared by SRF in May 2021. Results of the report indicate the justification of a traffic signal for future growth conditions, including the closure of the 32nd Street access to Manning Avenue in the Easton Village subdivision.

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

PROPOSAL DETAILS/ANALYSIS: On March 15, 2022, the City Council approved a Resolution of Support for the preliminary design layout and supported the County's efforts to proceed with the completion of the final design for the project. The cost share presented to the City council at this workshop was \$397,300.

Washington County is requesting the City enter into a Cooperative Cost Share Agreement, Cooperative Maintenance Agreement, and Cooperative Signal Maintenance Agreement for the project. The agreements are four-party agreements between Washington County, Lake Elmo, Baytown Township, and West Lakeland Township. The purpose for the Agreements are to outline the cost participation by the County, City, and respective Townships, and to address the respective ownership and maintenance responsibilities for the new improvements, including the traffic signal operation and maintenance. The City cost share has been increased to \$496,570 due mainly to errors by the County's consultants in previous estimates for the City percentage share in engineering and County furnished materials.

Key elements of the agreements are as follows:

- The total estimated project costs is \$1,241,982.
- The total estimated cost share participation by Lake Elmo is \$496,570 (approximately 40%).

- The city's estimated cost share is not fixed. The agreement outlines the elements of the project that the city will be responsible for, the invoicing and payment terms, and indicate that the City share will be based on the actual costs incurred for those project elements.
- Project changes can be made and approved solely by the County, and the costs assigned to the City by the County in accordance with the County Cost Participation Policy. The County must obtain concurrence from the City regarding cost changes that exceed a 10% contingency over the estimated City cost share.
- Upon completion of the project, the City shall own and maintain, without cost or expense to the County, all improvements constructed under this project within City Right of Way. This includes all pavement, pavement markings, signing, curb and gutter, utilities, and roadway lighting along 30th Street North, west of Manning Avenue.
- Upon completion of the project, the City shall own and maintain, without cost or expense to the County, stormwater basin #1 located within the 30th Street right-of-way, and shall be financially responsible to the County for a 64% prorated share of any major maintenance required for stormwater basin #2, located in County right-of-way at the intersection with 30th Street.
- Consistent with other traffic signal maintenance agreements with Washington County, the County will own, operate and maintain the traffic control systems and all its components including the re-lamping of vehicular and pedestrian signal indications, cleaning and maintenance of the control cabinet, maintenance of the Emergency Vehicle Preemption (EVP) system, attached signage, traffic signal interconnection and master controller, battery backup, vehicle detection cameras, and responsibility for repair of any physical damage.
- The City will pay 50% of all monthly electrical service expenses necessary to operate the traffic control signal system and integral street lights, including the cost for maintaining an ongoing electrical service connection.
- The County maintains and keeps in repair the integral luminaires (overhead street lights) and all their components, including replacement of the existing luminaires if necessary, and shall maintain and keep in repair the electrical connection to the luminaire heads. The County shall also, at its sole cost and expense, be responsible for identification and location of the underground components of the traffic control signal systems as required by the Gopher State One Call system.

FISCAL IMPACT: The County is requesting cost participation in the project by the City of Lake Elmo for the actual construction costs for specified project components and line items, plus a prorated share of the project engineering costs and County furnished materials. The current estimated cost share participation by Lake Elmo is **\$496,570**. The actual cost share will be determined once the project is complete and the final costs are known. The City intends to bond to finance the improvements.

The City's share of the costs, as assigned by the County, include the roadway improvements along the west leg of 30th Street North, including the construction of a dedicated left and right turn lane. In addition, the County has assigned 25% of the traffic signal cost to Lake Elmo.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the consent agenda*, a Resolution approving Cooperative Agreements with Washington County for the County State Aid Highway (CSAH) 15 (Manning Avenue) and 30th Street Intersection Improvements. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Resolution No. 2022-047 Approving Cooperative Agreements with Washington County for the County State Aid Highway (CSAH) 15 (Manning Avenue) and 30th Street Intersection Improvements.”

ATTACHMENTS:

1. Resolution Approving Cooperative Agreements with Washington County for the County State Aid Highway (CSAH) 15 (Manning Avenue) and 30th Street Intersection Improvements.
2. Cooperative Cost Share Agreement No. 14787.
3. Cooperative Maintenance Agreement 14786.
4. Cooperative Signal Maintenance Agreement 14788.

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

RESOLUTION NO. 2022-047

**A RESOLUTION APPROVING COOPERATIVE AGREEMENTS WITH
WASHINGTON COUNTY FOR THE COUNTY STATE AID HIGHWAY (CSAH) 15
AND 30TH STREET INTERSECTION IMPROVEMENTS**

WHEREAS, Washington County intends to construct intersection improvements at County State Aid Highway (CSAH) 15 (Manning Avenue N.) and 30th Street North, from 700 feet west of Manning Avenue to 600 feet east of Manning Avenue in the City of Lake Elmo, Baytown Township and West Lakeland Township, herein referred to as the “Project”; and

WHEREAS, the County, City, and Townships agree to share in certain local costs included in the Project as detailed in the attached Cooperative Cost Share Agreement; and

WHEREAS, upon completion of this project, the County, City, and Townships agree to their respective ownership and maintenance responsibilities as identified in the attached Cooperative Maintenance Agreement and attached Signal Maintenance Agreement; and

WHEREAS, a cooperative effort between the County, City and Townships is the appropriate method to facilitate the construction of these improvements, project cost sharing, and facilitate the maintenance of the items constructed by the Project, including the operation and maintenance of the traffic signal; and

WHEREAS, this Agreement is made pursuant to statutory authority contained in Minnesota Statute 162.17 sub.1 and Minnesota Statute 471.59.

NOW, THEREFORE, BE IT RESOLVED,

1. That Cooperative Agreement 14787 for the project costs of County State Aid Highway (CSAH) 15 (Manning Avenue N.) and 30th Street Intersection Improvements, between the City of Lake Elmo and Washington County, is hereby approved and the Mayor and City Administrator are hereby authorized to execute the agreement on behalf of the City of Lake Elmo.
2. That Cooperative Maintenance Agreement 14786 and Cooperative Signal Maintenance Agreement 14788 between the City of Lake Elmo and Washington County are hereby approved and the Mayor and City Administrator are hereby authorized to execute the agreements on behalf of the City of Lake Elmo.

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

CITY OF LAKE ELMO

(Seal)
ATTEST:

By: _____
Charles Cadenhead
Mayor

Julie Johnson, City Clerk

**COOPERATIVE AGREEMENT BETWEEN THE CITY OF
LAKE ELMO AND WASHINGTON COUNTY FOR CONSTRUCTION COST OF
COUNTY STATE AID HIGHWAY (CSAH) 15 AND 30TH STREET**

WASHINGTON COUNTY	
CONTRACT NO.	14787
DEPT.	PUBLIC WORKS
DIVISION	TRANSPORTATION
TERM	SIGNATURE – END OF PROJECT

THIS AGREEMENT, by and between the City of Lake Elmo a municipal corporation, herein after referred to as the "City", and Washington County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County."

WITNESSETH:

WHEREAS, the County intends to construct the intersection of County State Aid Highway (CSAH) 15 and 30th street from 700 feet west of CSAH 15 to 600 feet east of CSAH 15 in the City of Lake Elmo, Baytown Township, and West Lakeland Township.

WHEREAS, items within the City of Lake Elmo are included in the Project require City cost participation in accordance with "Washington County Cost Participation Policy #8001 for Cooperative Highway Improvement Projects"; and

WHEREAS, the City desires to use local funds for these improvements; and

WHEREAS, the County desires to use local funds and State Aid for these improvements; and

WHEREAS, a cooperative effort between the City and County is the appropriate method to facilitate the construction of these transportation improvements; and

WHEREAS, the County is entering into separate Cost Share and Maintenance Agreements with the City of Lake Elmo and with Baytown Township, and West Lakeland Township to reflect their contribution to the project; and

WHEREAS, this Agreement is made pursuant to statutory authority contained in Minnesota Statute 162.17 sub.1 and Minnesota Statute 471.59.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

A. PURPOSE

The purpose of this Agreement is set forth in the above whereas clauses which are all incorporated by reference as if fully set forth herein and shall consist of this Agreement, Exhibit A (Location Map) and Exhibit B (Estimated Cost Splits), and Exhibit C (Estimated Cost Splits Map).

B. PLANS AND SPECIFICATION PREPARATION

1. The County shall be responsible for the preparation of all the plans and specifications for the Project, including but not limited to, compliance with all applicable standards and policies and obtaining all approvals required in formulating the bid specifications for all County and City components of this Project.
2. The following County project number has been assigned to the Project: SAP 082-615-042 (CSAH 15).
3. The following City project numbers have been assigned to the Project: 2021.114.

C. RIGHT OF WAY AND EASEMENTS

1. The County shall acquire all permanent rights of way, permanent easements, and temporary slope easements, which will be acquired in the name of the County.
2. Any rights of way, permanent easements, and temporary slope easements that cannot be obtained through negotiation will be acquired by the County through eminent domain proceedings.

D. ADVERTISEMENT AND AWARD OF CONTRACT

After plans and specifications have been approved by the County, all permits and approvals obtained, and acquisition of necessary rights-of-way and easements, the County shall advertise for construction bids and at the sole discretion of the County award the contract to the lowest responsible bidder subject only to the final consent of the City for costs relating to any elements for which the City is requested to pay. City consent shall be received at the first available council meeting following receipt from the County the updated Exhibit B and bid tabulations using actual contractor prices, and City consent may not be unreasonably conditioned, withheld, or delayed.

E. CONSTRUCTION ADMINISTRATION, OBSERVATION, AND TESTING

The County shall be responsible for the construction administration, inspection, and for the observation and testing for all construction items.

F. COST PARTICIPATION ITEMS AND ESTIMATED COSTS

The City's costs related to the Project will be determined in accordance with the "Washington County Cost Participation Policy #8001 for Cooperative Highway Improvement Projects", which is incorporated into this Agreement by reference.. The City's cost participation is set forth in Table 1 and is broken down into five categories which are: 1) Construction; 2) Design Engineering; 3) Construction Engineering/Contract Administration; 4) Right of Way; and 5) County-Furnished Material.

1. Construction

Construction costs shall be the cost to construct the Project. The County has prepared a statement of estimated quantities and cost splits hereto attached as Exhibit B. The City shall pay to the County its share of the total cost as shown in Exhibit B and set forth in Table 1. After the County has awarded the construction contract, Exhibit B will be updated to reflect the actual contractor's unit prices.

2. Design Engineering

Design engineering costs shall be professional design engineering services, project coordination, preparation of plans and specification, stakeholder engagement, geotechnical studies, and other administrative functions necessary for the Project. Based on the City's share of the construction cost, the City shall pay the prorated cost of design engineering for the entire Project as set forth in Table 1. After the County has awarded the construction contract, Exhibit B will be updated to reflect the actual design engineering cost.

3. Construction Engineering/Contract Administration

Construction engineering/contract administration costs shall be construction observation, construction testing, construction administration, staking, conducting and recording the pre-bid, pre-construction and weekly construction meetings, reviewing monthly pay estimates, labor compliance, and other administrative functions necessary for the Project. Construction engineering/contract administration is 8% of the construction cost. The City shall pay 8% of the City's share of the construction cost for construction engineering/contract administration as set forth in Table 1. After the County has awarded the construction contract, Exhibit B will be updated to reflect the estimated construction engineering/contract administration cost.

4. Right of Way

Right of Way costs shall be permanent right-of-way, permanent utility and/or drainage easements, temporary easements, title work costs, appraisal costs, relocation specialist costs, relocation costs, and condemnation commissioner costs. If applicable, the City shall pay their share of the final right of way cost. The estimated amount is set forth in Table 1.

5. County-Furnished Material

County-furnished material costs shall be items such as light poles, traffic signal control equipment, and street name signs which are separately procured outside of the construction contract and installed within the Project limits. The City shall pay their share of the final County-furnished material cost. The estimated amount is set forth in Table 1.

TABLE 1 – ESTIMATED COSTS City of Lake Elmo Cost Summary			
ITEM	TOTAL COST	CITY SHARE	CITY COST
Construction	\$772,527.50	See Exhibit B	\$316,103.90
Design Engineering	\$278,286	41% of Design Engineering	\$114,097
Construction Engineering/Contract Administration	\$61,802	8% of Construction Cost Share	\$25,288
Right of Way	\$0	0%	\$0
County Furnished Material	\$165,800	25%	\$41,450
TOTAL ESTIMATED COST	\$1,241,982		\$496,570

6. The costs and shares attributable to the City and payable to the County as shown in Table 1 are merely estimated and a final reconciliation of costs as set forth in Section G below shall be done at the end of the Project. Actual City costs and shares are based on the following:
- Construction shall be based on the contractor's unit prices and final quantities at Project completion including all contract changes.
 - Design engineering shall be based on the contractor's unit prices at the time of contract award.
 - Construction engineering/contract administration shall be based on the contractor's unit prices and final quantities at Project completion including all contract changes and liquidated damages.
 - Right of way shall be based on the final costs to acquire right of way.
 - County-furnished material shall be based on the final costs to acquire County-furnished material.

G. PAYMENT

- Construction and Construction Engineering/Contract Administration
 - After the County has awarded the construction contract, the County shall update Exhibit B to conform the Exhibit to the amounts in the awarded bid and shall invoice the City 10 percent of the City's estimated construction and construction engineering/contract administration cost based on the updated Exhibit B.
 - During construction, the County shall submit to the City partial estimates of work performed by the contractor. The City shall pay to the County its share of the partial estimate as determined in Section F.
 - Upon substantial completion of the work the County shall submit to the City a final invoice and final reconciliation of costs. The reconciliation will add or subtract contract amendments to the City's Project components, adjustments for liquidated damages pursuant to Section I., and previous

Project cost payments made by the City to the County.

- d. The final invoice from the County to the City shall be submitted to the City no later than 12 months after substantial completion of the Project excluding contractor and/or County contested items or costs related to right of way condemnation process. With the final invoice the County shall report to the City a list of contractors contested items and outstanding right-of-way condemnation with estimated costs. The County shall submit to the City a final invoice related to contested items or costs related to right of way condemnation within 4 months of resolution of all items.
2. The costs set forth in Table 1 for design engineering and right of way shall be separate line items on the invoice and paid by the City on a reimbursable basis.
3. In the event that the City paid more in advance than the actual cost of the City's portion of the Project, the County shall refund without interest the amount to the City.
4. The City shall pay 100 percent of an invoice amount within thirty (30) days of receipt.

H. CONTRACT CHANGES

Any modifications or additions to the final approved plans and/or specifications of the Project shall be made part of the construction contract through a written amendment to the construction contract and the cost for such changes shall be appropriated as set forth in Section F. of this Agreement.

As the responsible party for construction administration, the County understands that the City's project budget is limited and shall therefore endeavor to keep the City informed of project changes that may result in significant cost increases or budget overruns, including right-of-way acquisition costs.

The County further understands that total costs appropriated to the City that exceed the City's expected cost share in Row 6 of the updated Table 1 using actual contractor prices and appraised right-of-way offers, plus 10% contingency, require City concurrence from the City Administrator. If construction delays occur while waiting for City concurrence that lead to additional project costs, the city shall be responsible to cover these additional project costs.

I. LIQUIDATED DAMAGES

Any liquidated damages assessed to the contractor in connection with the work performed on the Project shall be used to adjust the project completion costs thus adjusting the City's construction engineering/contract administration costs as stated in F.6.c. No adjustment to construction costs will be made to the City's portion of the Project in the event of liquidated damages.

J. CONDITIONS

The City shall not assess or otherwise recover any portion of its cost for this Project through special assessment of County-owned property.

K. CIVIL RIGHTS AND NON-DISCRIMINATION

The provisions of Minn. Stat. 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set further herein, and shall be part of any Agreement entered into by the parties with any contractor subcontractor, or material suppliers.

L. WORKERS COMPENSATION

It is hereby understood and agreed that any and all employees of the City and all other persons employed by the City in the performance of construction and/or construction engineering work or services required or provided for under this Agreement shall not be considered employees of the County and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any

act or omission on the part of said City employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the County.

It is hereby understood and agreed that any and all employees of the County and all other persons employed by the County in the performance of construction and/or construction engineering work or services required or provided for under this Agreement shall not be considered employees of the City and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said County employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the City.

M. INDEMNIFICATION

1. The City agrees that it will defend, indemnify and hold harmless the County against any and all liability, loss, damages, costs and expenses which the County may hereafter sustain, incur or be required to pay by reason of any negligent act by the City, its agents, officers or employees during the performance of this Agreement.
2. The County agrees that it will defend, indemnify and hold harmless the City against any and all liability, loss, damages, costs and expenses which the City may hereafter sustain, incur or be required to pay by reason of any negligent act by the County, its agents, officers or employees during the performance of this Agreement.
3. To the fullest extent permitted by law, actions by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a.(b). The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties as provided for in Section 471.59, subd. 1a.
4. Each party's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The parties agree that liability under this Agreement is controlled by Minnesota Statute 471.59, subdivision 1a. and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in 466.04, subdivision 1(a).

N. DATA PRACTICES

All data collected, created, received, maintained, disseminated, or used for any purposes in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy.

O. TERM

This Agreement shall remain in full force and effect until terminated by mutual Agreement of the parties.

P. COUNTERPARTS

This Agreement may be executed in counterparts.

Q. SEVERABILITY

If any provision or provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers.

WASHINGTON COUNTY

Chair	Date
Board of Commissioners	

Kevin Corbid County Administrator	Date
--------------------------------------	------

Approved as to form:

Assistant County Attorney Date

CITY OF LAKE ELMO

Mayor	Date
-------	------

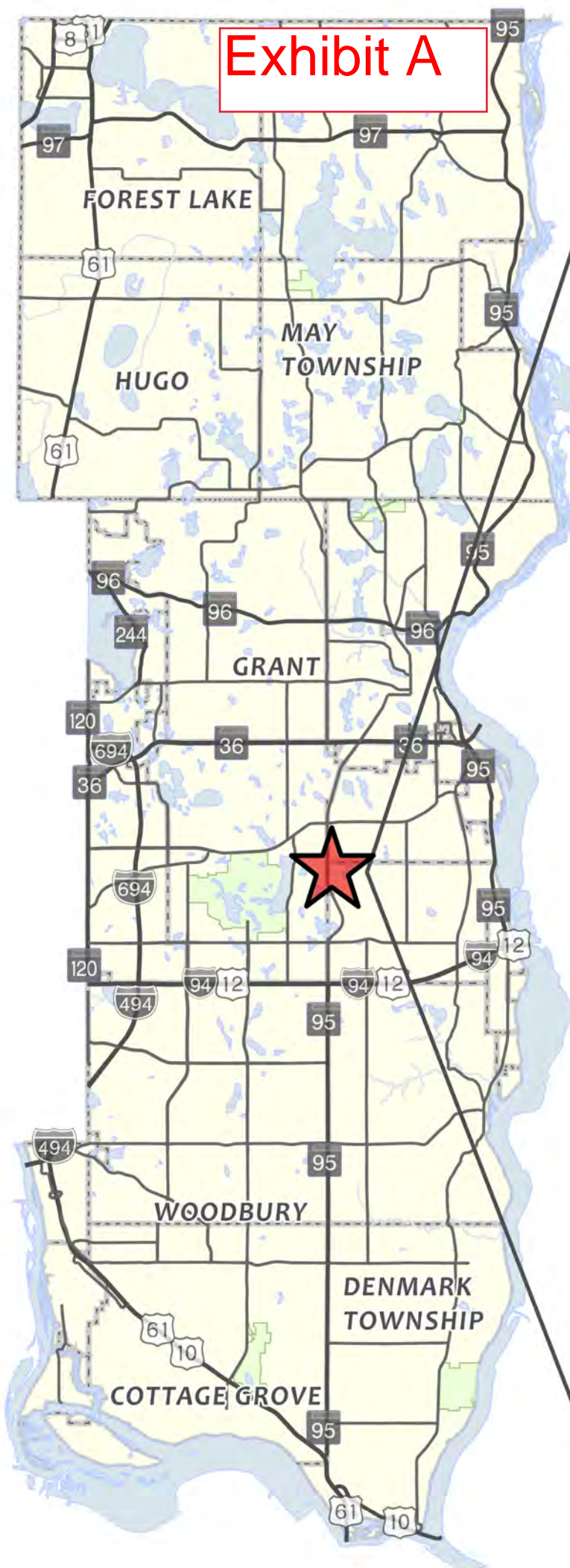
City Administrator _____ Date _____

Approved as to form:

City Attorney _____ Date _____

Exhibit A

CSAH 15 (MANNING AVE N) & 30TH ST INTERSECTION



							SP 082-615-042		NON PARTICIPATING							
NOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT COST	TOTAL		CSAH 15		WASHINGTON COUNTY		CITY OF LAKE ELMO		BAYTOWN TOWNSHIP		WEST LAKELAND TOWNSHIP	
							ROADWAY		NON PARTICIPATING		LOCAL FUNDS		LOCAL FUNDS		LOCAL FUNDS	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
	2021.501	MOBILIZATION	LUMP SUM	\$ 40,000.00	1	\$ 40,000.00	0.4	\$16,000.00			0.4	\$16,000.00	0.1	\$4,000.00	0.1	\$4,000.00
	2101.502	CLEARING	EACH	\$ 250.00	9	\$ 2,250.00					8	\$2,000.00	0.5	\$125.00	0.5	\$125.00
	2101.502	GRUBBING	EACH	\$ 200.00	9	\$ 1,800.00					8	\$1,600.00	0.5	\$100.00	0.5	\$100.00
	2101.505	CLEARING	ACRE	\$ 6,500.00	0.3	\$ 1,950.00					0.1	\$650.00	0.1	\$650.00	0.1	\$650.00
	2101.505	GRUBBING	ACRE	\$ 5,500.00	0.3	\$ 1,650.00					0.1	\$550.00	0.1	\$550.00	0.1	\$550.00
	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	\$ 500.00	1	\$ 500.00	1	\$500.00								
	2104.502	REMOVE SIGN	EACH	\$ 100.00	4	\$ 400.00	2	\$200.00			1	\$100.00	0.5	\$50.00	0.5	\$50.00
	2104.502	SALVAGE SIGN	EACH	\$ 100.00	3	\$ 300.00					1	\$100.00	1	\$100.00	1	\$100.00
	2104.502	SALVAGE MAIL BOX SUPPORT	EACH	\$ 1,000.00	3	\$ 3,000.00					2	\$2,000.00	0.5	\$500.00	0.5	\$500.00
	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	\$ 2.00	570	\$ 1,140.00	350	\$700.00			170	\$340.00	25	\$50.00	25	\$50.00
	2104.503	REMOVE PIPE CULVERTS	LIN FT	\$ 15.00	176	\$ 2,640.00	176	\$2,640.00								
	2104.503	REMOVE CURB & GUTTER	LIN FT	\$ 5.00	1330	\$ 6,650.00	50	\$250.00			1280	\$6,400.00				
	2104.503	REMOVE CHAIN LINK FENCE	LIN FT	\$ 12.00	680	\$ 8,160.00							340	\$4,080.00	340	\$4,080.00
	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$ 12.00	20	\$ 240.00					20	\$240.00				
	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	\$ 6.00	100	\$ 600.00					60	\$360.00	20	\$120.00	20	\$120.00
	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$ 3.00	4350	\$ 13,050.00	710	\$2,130.00			1920	\$5,760.00	860	\$2,580.00	860	\$2,580.00
	2104.518	REMOVE BITUMINOUS WALK	SQ FT	\$ 2.00	5820	\$ 11,640.00	240	\$480.00			5580	\$11,160.00				
	2104.518	REMOVE CONCRETE WALK	SQ FT	\$ 8.00	80	\$ 640.00	80	\$640.00								
	2106.507	EXCAVATION - COMMON (P)	CU YD	\$ 7.00	3996	\$ 27,972.00	319	\$2,233.00			2538	\$17,766.00	526	\$3,682.00	527	\$3,689.00
	2106.507	EXCAVATION - SUBGRADE (P)	CU YD	\$ 8.00	712	\$ 5,696.00	297	\$2,376.00			239	\$1,912.00	88	\$704.00	88	\$704.00
	2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	\$ 12.00	1205	\$ 14,460.00	317	\$3,804.00			436	\$5,232.00	226	\$2,712.00	226	\$2,712.00
	2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	\$ 2.00	2520	\$ 5,040.00	290	\$580.00			878	\$1,756.00	676	\$1,352.00	676	\$1,352.00
	2111.519	TEST ROLLING	ROAD STA	\$ 200.00	15	\$ 3,000.00	2	\$400.00			7	\$1,400.00	3	\$600.00	3	\$600.00
	2118.507	AGGREGATE SURFACING (CV) CLASS 1 MOD (P)	CU YD	\$ 60.00	60	\$ 3,600.00	10	\$600.00					25	\$1,500.00	25	\$1,500.00
	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	\$ 22.00	1660	\$ 36,520.00	260	\$5,720.00			790	\$17,380.00	305	\$6,710.00	305	\$6,710.00
	2301.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	\$ 23.00	24	\$ 552.00	12	\$276.00			6	\$138.00	3	\$69.00	3	\$69.00
(1)	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	\$ 85.00	1440	\$ 122,400.00	250	\$21,250.00			560	\$47,600.00	315	\$26,775.00	315	\$26,775.00
	2451.507	FINE AGGREGATE BEDDING (CV)	CU YD	\$ 42.00	16	\$ 672.00			16	\$672.00						
	2451.607	MEDIUM FILTER AGGREGATE (CV)	CU YD	\$ 70.00	19	\$ 1,330.00			1	\$70.00	8	\$560.00	5	\$350.00	5	\$350.00
	2501.502	15" RC PIPE APRON	EACH	\$ 1,200.00	3	\$ 3,600.00					3	\$3,600.00				
	2501.502	18" RC SAFETY APRON	EACH	\$ 1,300.00	2	\$ 2,600.00			2	\$2,600.00						
	2501.602	TRASH GUARD FOR 15" PIPE APRON	EACH	\$ 250.00	3	\$ 750.00					3	\$750.00				
	2502.503	4" PERF PVC PIPE DRAIN	LIN FT	\$ 12.00	158	\$ 1,896.00							79	\$948.00	79	\$948.00
	2502.503	6" PERF PVC PIPE DRAIN	LIN FT	\$ 14.00	169	\$ 2,366.00			19	\$266.00	150	\$2,100.00				
	2503.503	15" RC PIPE SEWER CLASS V	LIN FT	\$ 40.00	181	\$ 7,240.00			20	\$800.00	161	\$6,440.00				
	2503.503	18" RC PIPE SEWER	LIN FT	\$ 40.00	145	\$ 5,800.00			145	\$5,800.00						
	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$ 800.00	2	\$ 1,600.00			2.0	\$1,600.00						
	2506.502	CASTING ASSEMBLY	EACH	\$ 750.00	7	\$ 5,250.00			2.0	\$1,500.00	5	\$3,750.00				
	2506.503	CONST DRAINAGE STRUCTURE DESIGN G	LIN FT	\$ 500.00	4.7	\$ 2,350.00			5	\$2,350.00						
	2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$ 400.00	7.8	\$ 3,120.00					7.8	\$3,120.00				
	2506.503	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	LIN FT	\$ 300.00	4.5	\$ 1,350.00					4.5	\$1,350.00				
	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	LIN FT	\$ 300.00	14.9	\$ 4,470.00					14.9	\$4,470.00				
	2506.503	CONST DRAINAGE STRUCTURE DES 96-4020	LIN FT	\$ 1,800.00	7.7	\$ 13,860.00			8	\$13,860.00						
	2511.504	GEOTEXTILE FILTER TYPE 4	SQ YD	\$ 16.00	88.0	\$ 1,408.00			26	\$409.60	62.4	\$998.40				
	2511.507	RANDOM RIPRAP CLASS III	CU YD	\$ 70.00	23	\$ 1,610.00			7	\$490.00	16	\$1,120.00				
	2521.518	6" CONCRETE WALK	SQ FT	\$ 14.00	1520	\$ 21,280.00	760	\$10,640.00			370	\$5,180.00	195	\$2,730.00	195	\$2,730.00
(5)	2521.518	3" BITUMINOUS WALK	SQ FT	\$ 2.00	5720	\$ 11,440.00	80	\$160.00			5640	\$11,280.00				
	2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	\$ 28.00	1540	\$ 43,120.00	90	\$2,520.00			1450	\$40,600.00				
	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$ 85.00	70	\$ 5,950.00					70	\$5,950.00				
	2531.618	TRUNCATED DOMES	SQ FT	\$ 60.00	128	\$ 7,680.00	64	\$3,840.00			32	\$1,920.00	16	\$960.00	16	\$960.00
	2540.602	INSTALL MAIL BOX SUPPORT	EACH	\$ 1,000.00	3	\$ 3,000.00					2	\$2,000.00	0.5	\$500.00	0.5	\$500.00
	2554.502	GUIDE POST TYPE B	EACH	\$ 80.00	7	\$ 560.00			3	\$240.00	4	\$320.00				
	2557.503	WIRE FENCE DESIGN 60-9322	LIN FT	\$ 45.00	670	\$ 30,150.00							335	\$15,075.00	335	\$15,075.00
(2)	2563.601	TRAFFIC CONTROL	LUMP SUM	\$ 25,000.00	1	\$ 25,000.00	0.4	\$10,000.00			0.4	\$10,000.00	0.1	\$2,500.00	0.1	\$2,500.00
(6)	2563.613	PORTABLE CHANGEABLE MESSAGE SIGN	UNIT DAY	\$ 100.00	60	\$ 6,000.00	60	\$6,000.00								
	2564.502	INFILTRATION AREA MARKER X3-6A	EACH	\$ 110.00	2	\$ 220.00			1	\$110.00	1	\$110.00				
	2564.602	INSTALL SIGN	EACH	\$ 700.00	3	\$ 2,100.00					1	\$700.00	1	\$700.00	1	\$700.00
	2564.618	SIGN	SQ FT	\$ 50.00	79	\$ 3,950.00	18	\$900.00			27	\$1,350.00	17	\$850.00	17	\$850.00
	2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM	LUMP SUM	\$ 7,000.00	1	\$ 12,000.00	0.5	\$3,500.00	0	\$1,750.00	0.25	\$1,750.00				
(4)	2565.516	TRAFFIC CONTROL SIGNAL SYSTEM	SYSTEM	\$ 134,000.00	1	\$ 134,000.00	0.5	\$67,000.00	0	\$33,500.00	0.25	\$33,500.00				
	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$ 3,000.00	1	\$ 3,000.00	0.6	\$1,800.00			0.2	\$600.00	0.1	\$300.00	0.1	\$300.00
	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$ 200.00	8	\$ 1,600.00	2	\$400.00			6	\$1,200.00				
	2573.502	CULVERT END CONTROLS	EACH	\$ 200.00	3	\$ 600.00	1	\$200.00					1	\$200.00	1	\$200.00
	2573.503	SILT FENCE, TYPE MS	LIN FT	\$ 2.50	2300	\$ 5,750.00	200	\$500.00			1700	\$4,250.00	200	\$500.00	200	\$500.00
	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	\$ 3.00	1010	\$ 3,030.00	160	\$480.00			490	\$1,470.00	180	\$540.00	180	\$540.00

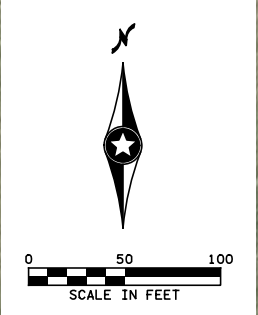
WASHINGTON COUNTY

							SP 082-615-042		NON PARTICIPATING							
NOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT COST	TOTAL		CSAH 15		WASHINGTON COUNTY		CITY OF LAKE ELMO		BAYTOWN TOWNSHIP		WEST LAKELAND TOWNSHIP	
							ROADWAY		NON PARTICIPATING		LOCAL FUNDS		LOCAL FUNDS		LOCAL FUNDS	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
	2574.505	SUBSOILING	ACRE	\$ 500.00	0.4	\$ 200.00			0	\$50.00	0.1	\$50.00	0.1	\$50.00	0.1	\$50.00
	2574.505	SOIL BED PREPARATION	ACRE	\$ 400.00	1.9	\$ 760.00	0.3	\$120.00			0.6	\$240.00	0.5	\$200.00	0.5	\$200.00
	2574.507	FILTER TOPSOIL BORROW	CU YD	\$ 40.00	415	\$ 16,600.00			40	\$1,600.00	203	\$8,120.00	86	\$3,440.00	86	\$3,440.00
(3)	2574.508	FERTILIZER TYPE 3	POUND	\$ 1.00	400	\$ 400.00	80	\$80.00			140	\$140.00	90	\$90.00	90	\$90.00
(3)	2574.508	FERTILIZER TYPE 4	POUND	\$ 2.00	60	\$ 120.00	10	\$20.00			40	\$80.00	5	\$10.00	5	\$10.00
(3)	2575.504	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	\$ 2.50	8750	\$ 21,875.00	1470	\$3,675.00			2910	\$7,275.00	2185	\$5,462.50	2185	\$5,462.50
	2575.505	SEEDING	ACRE	\$ 175.00	1.9	\$ 332.50	0.3	\$52.50			0.6	\$105.00	0.5	\$87.50	0.5	\$87.50
(3)	2575.505	WEED SPRAYING	ACRE	\$ 125.00	1.1	\$ 137.50	0.2	\$25.00			0.3	\$37.50	0.3	\$37.50	0.3	\$37.50
(3)	2575.506	WEED SPRAY MIXTURE	GALLON	\$ 85.00	0.7	\$ 59.50	0.1	\$8.50			0.2	\$17.00	0.2	\$17.00	0.2	\$17.00
(3)	2575.508	SEED MIXTURE 25-131	POUND	\$ 5.00	130	\$ 650.00	30	\$150.00			100	\$500.00				
(3)	2575.508	SEED MIXTURE 33-261	POUND	\$ 30.00	30	\$ 900.00	10	\$300.00			10	\$300.00		\$150.00	5	\$150.00
(3)	2575.508	SEED MIXTURE 35-221	POUND	\$ 25.00	50	\$ 1,250.00							25	\$625.00	25	\$625.00
	2575.523	WATER	M GALLON	\$ 50.00	105	\$ 5,250.00	18	\$900.00			35	\$1,750.00	26	\$1,300.00	26	\$1,300.00
(3)	2575.523	RAPID STABILIZATION METHOD 3	M GALLON	\$ 375.00	11	\$ 4,125.00	3	\$1,125.00			4	\$1,500.00	2	\$750.00	2	\$750.00
	2582.503	6" SOLID LINE MULTI COMP	LIN FT	\$ 1.00	3220	\$ 3,220.00	130	\$130.00			1440	\$1,440.00	825	\$825.00	825	\$825.00
	2582.503	24" SOLID LINE MULTI COMP	LIN FT	\$ 16.00	100	\$ 1,600.00					70	\$1,120.00	15	\$240.00	15	\$240.00
	2582.503	4" DBLE SOLID LINE MULTI COMP	LIN FT	\$ 1.50	2290	\$ 3,435.00	40	\$60.00			1140	\$1,710.00	555	\$832.50	555	\$832.50
	2582.518	PAVT MSSG PREF THERMO GR IN	SQ FT	\$ 27.00	93	\$ 2,511.00					31	\$837.00	31	\$837.00	31	\$837.00
	2582.518	CROSSWALK PREF THERMO GR IN	SQ FT	\$ 15.00	770	\$ 11,550.00	770	\$11,550.00								
		TOTAL				\$ 772,527.50		\$ 175,365.00		\$ 67,667.60		\$ 316,103.90		\$ 98,116.00		\$ 98,123.00

NOTES

- :
- (P) DENOTES PLAN QUANTITY.
- (1) BITUMINOUS QUANTITIES BASED ON UNIT WEIGHT OF 113 POUNDS PER SQUARE YARD PER INCH.
- (2) INCLUDES ALL ITEMS FOR TRAFFIC CONTROL DETOURS, STAGES AND OTHER ITEMS AS DEEMED NECESSARY
- (3) SEE CONTRUCTION/SOILS NOTES FOR DESCRIPTION REQUIREMENTS.
- (4) PAY ITEM DOES NOT INCLUDE THE COST OF THE CONTROLLER, CABINET AND APS PUSH BUTTONS (COUNTY FURNISHED).
- (5) MIX DESIGN SPWEB340C.
- (6) TO BE USED AT THE DISCRECTION OF THE ENGINEER.

Exhibit C



30TH STREET N

30TH STREET N

CSAH 15 (MANNING AVENUE)

INFILTRATION BASIN 2

INFILTRATION SWALE 1

INFILTRATION BASIN 1

LEGEND

	100% LAKE ELMO
	50% LAKE ELMO, 50% COUNTY
	100% COUNTY
	25% BAYTOWN, 25% WEST LAKELAND, 50% COUNTY
	50% BAYTOWN, 50% WEST LAKELAND
	100% LAKE ELMO
	100% COUNTY NON-PART
	100% LAKE ELMO (INFILTRATION BASIN 1)
	64% LAKE ELMO, 36% COUNTY NON-PART (INFILTRATION BASIN 2)
	46% BAYTOWN, 46% WEST LAKELAND, 8% COUNTY NON-PART (INFILTRATION SWALE 1)
	TRAFFIC SIGNAL PER LEG - 25% LAKE ELMO, 50% COUNTY, 25% COUNTY NON-PART

410

405

415

**COOPERATIVE AGREEMENT BETWEEN THE CITY LAKE ELMO AND
WASHINGTON COUNTY
FOR MAINTENANCE OF
COUNTY STATE AID HIGHWAY (CSAH) 15 AND 30TH STREET INTERSECTION**

WASHINGTON COUNTY	
CONTRACT NO.	<u>14786</u>
DEPT.	<u>PUBLIC WORKS</u>
DIVISION	<u>TRANSPORTATION</u>
TERM	<u>PERPETUAL</u>

THIS AGREEMENT, by and between the City of Lake Elmo, a municipal corporation, herein after referred to as the "City", and Washington County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the County intends to construct intersection improvements at County State Aid Highway (CSAH) 15 (Manning Ave.) and 30th Street from 700 feet west of CSAH 15 to 600 feet east of CSAH 15 in the Cities of Lake Elmo, Baytown Township, and West Lakeland Township, herein referred to as the "Project" and shown in Exhibit A; and

WHEREAS, a cooperative effort between the City and County is the appropriate method to facilitate the maintenance of these transportation improvements; and

WHEREAS, the County is entering into separate Cost Share and Maintenance Agreements with each City to reflect their contribution to the project; and

WHEREAS, this Agreement is made pursuant to statutory authority contained in Minnesota Statute 162.17 sub.1 and Minnesota Statute 471.59.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

A. PURPOSE

The purpose of this Agreement is set forth in the above whereas clauses which are all incorporated by reference as if fully set forth herein and shall consist of this Agreement, Exhibit A (Location Map), Exhibit B (Stormwater Basin 1), and Exhibit C (Stormwater Basin 2).

B. MAINTENANCE/OWNERSHIP

1. Upon completion of the project, the City shall own and maintain the following under this project:
 - a. Municipal Utilities, including sanitary sewer, water main, and roadway lighting.
 - b. Pavement markings. The City shall own and maintain all crosswalk and pavement markings on its City right-of-way.
 - c. Signing. All permanent roadway signing on City roads will be controlled by the City.
 - d. Pavement. The City shall own and maintain all pavement systems constructed in City right-of-way.
 - e. Curb and gutter. The City shall own and maintain all curb and gutter on its City right-of-way existing or constructed under this project.
2. Upon completion of this project the County shall own and maintain the following under this project:
 - a. Storm sewer. The County shall own and maintain the storm sewer trunk line and catch basin and leads on its County right-of-way existing or constructed under this project.
 - b. Pavement markings. The County shall own and maintain all crosswalk and pavement markings on its County right-of-way.
 - c. Signing. All permanent roadway signing on County roads will be controlled by the County.
 - d. Curb and gutter. The County shall own and maintain all curb and gutter on its County right-of-way existing or constructed under this project.

e. Pavement. The County shall own and maintain all pavement systems constructed under this project.

3. Upon completion of the project, the following applies to the City and County:

- a. The City shall own, maintain, and operate all aspects of stormwater basin 1 (see exhibit B).
 - b. The City shall participate with the County in major maintenance cost of the stormwater basin 2 (see exhibit C)
 - 1) Major maintenance, as determined by the County Engineer, shall include:
 - i. Removal of sediment from the basin to restore the basin to its original volume. This task will be considered major when the original basin storage volume has been reduced to 50%.
 - ii. Restoring the infiltration capacity of underlying soils and/or infiltration media.
 - iii. Stabilizing surface and side slope disturbances.
 - iv. Inlet and outlet pipe, structure, and apron repair and/or replacement.
 - 2) Contribution to major maintenance costs shall be based on contributing flows at the time of construction. Contributing flows are as follows:
 - i. Stormwater Basin #2
 1. City of Lake Elmo: 64%
 2. Washington County: 36%
 - 3) The City shall not participate in any minor maintenance of the storm water basin 2.
4. All maintenance required to be performed by this Agreement by the Parties shall be performed in a manner which shall be at the sole discretion of the party so obligated.
 5. The City and County will follow work zone traffic control procedures required in the Minnesota Manual of Uniform Traffic Control Devices for all maintenance activities.
 6. The County and City will notify each other at least 24 hours in advance of any maintenance activities requiring a lane closure for work within the other party's right-of-way.
 7. The County will control all parking and other regulations on County roads, subject to any previous Agreements between the City and the County.

C. CIVIL RIGHTS AND NON-DISCRIMINATION

The provisions of Minn. Stat. 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set further herein, and shall be part of any Agreement entered into by the parties with any contractor subcontractor, or material suppliers.

D. WORKERS COMPENSATION

It is hereby understood and agreed that any and all employees of the City and all other persons employed by the City in the performance of construction and/or construction engineering work or services required or provided for under this Agreement shall not be considered employees of the County and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said City employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the County.

It is hereby understood and agreed that any and all employees of the County and all other persons employed by the County in the performance of construction and/or construction engineering work or

services required or provided for under this Agreement shall not be considered employees of the City and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said County employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the City.

E. INDEMNIFICATION

1. The City agrees that it will defend, indemnify and hold harmless the County against any and all liability, loss, damages, costs and expenses which the County may hereafter sustain, incur or be required to pay by reason of any negligent act by the City, its agents, officers or employees during the performance of this Agreement.
2. The County agrees that it will defend, indemnify and hold harmless the City against any and all liability, loss, damages, costs and expenses which the City may hereafter sustain, incur or be required to pay by reason of any negligent act by the County, its agents, officers or employees during the performance of this Agreement.
3. To the fullest extent permitted by law, actions by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a.(b). The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties as provided for in Section 471.59, subd. 1a.
4. Each party's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The parties agree that liability under this Agreement is controlled by Minnesota Statute 471.59, subdivision 1a. and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in 466.04, subdivision 1(a).

F. CONDITIONS

The City shall not assess or otherwise recover any portion of its cost for this project through special assessment of County-owned property.

G. DATA PRACTICES

All data collected, created, received, maintained, disseminated, or used for any purposes in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy.

H. TERM

This Agreement shall remain in full force and effect until terminated by mutual Agreement of the parties.

I. COUNTERPARTS

This Agreement may be executed in counterparts.

J. SEVERABILITY

If any provision or provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers.

WASHINGTON COUNTY

Chair Date
Board of Commissioners

Kevin Corbid Date
County Administrator

Approved as to form:

Assistant County Attorney Date

CITY OF LAKE ELMO

Mayor Date

City Administrator Date

Approved as to form:

City Attorney Date

Exhibit A

CSAH 15 (MANNING AVE N) & 30TH ST INTERSECTION

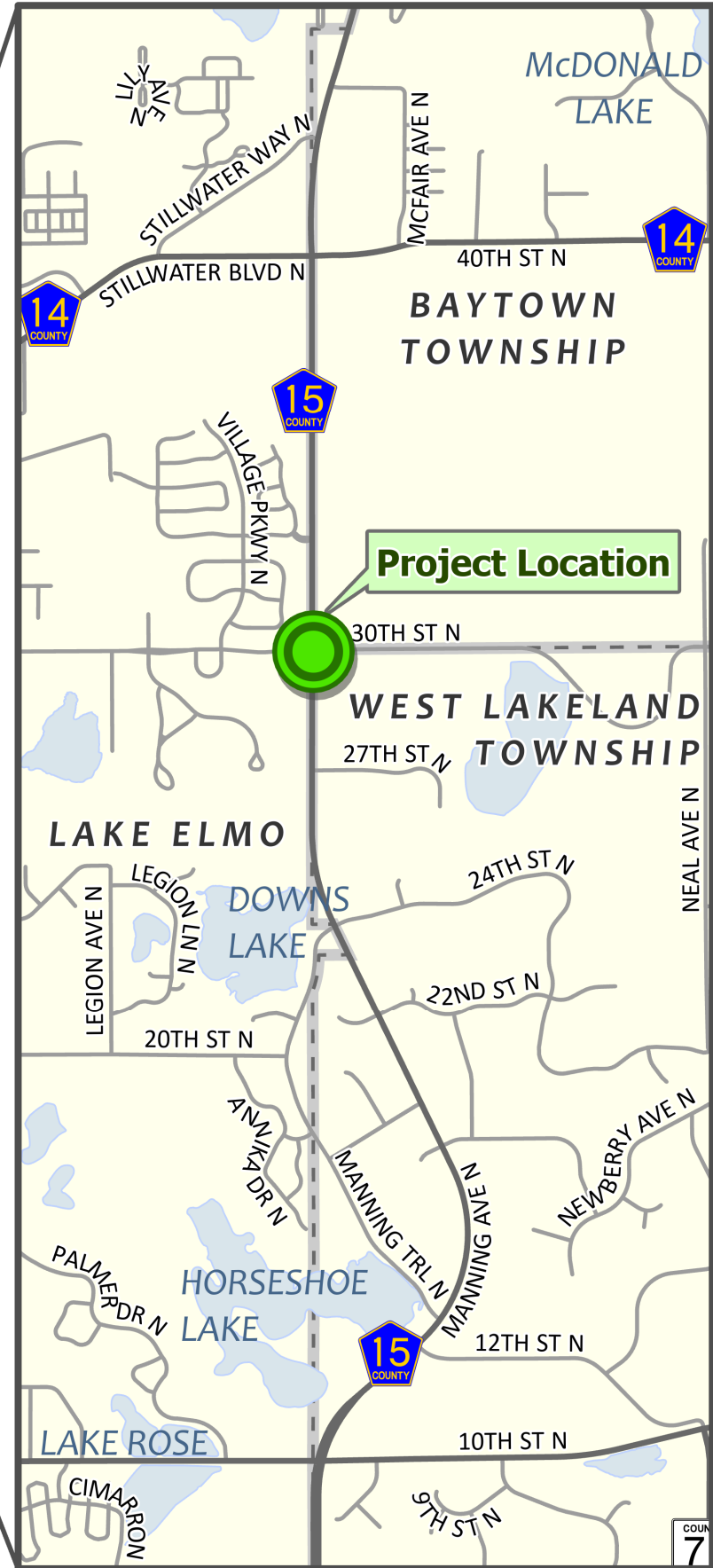
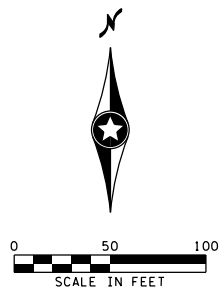


Exhibit B



- GENERAL NOTES:
- CROSS SLOPES ARE FT./FT.
- SEE DRAINAGE DETAILS, DRAINAGE PROFILES, AND DRAINAGE TABULATION SHEETS FOR ADDITIONAL STORM SEWER INFORMATION.
- SEE CONTOUR PLANS FOR PROPOSED AND EXISTING CONTOURS AT PROPOSED BASIN LOCATION.
- SEE EXISTING UTILITY TABULATION AND REMOVAL PLAN FOR STORM SEWER AND CULVERTS TO BE REMOVED.
- FIELD VERIFY ALL EXISTING UTILITY LOCATIONS.
- SUBSURFACE DRAINAGE IS DRAWN SCHEMATICALLY FOR CLARITY. SEE TYPICAL SECTIONS AND STANDARD PLANS FOR INSTALLATION LOCATIONS.
- COORDINATE SUBSURFACE DRAIN INSTALLATION TO AVOID CONFLICTS. SEE CONSTRUCTION PLANS.
- SEE PROFILE SHEETS AND CROSS SECTIONS FOR SPECIAL DITCH GRADE INFORMATION.
- DITCH BLOCK ELEVATIONS ARE SHOWN TO BOTTOM OF SLOPE DRESSING (SEE DRAINAGE DETAILS).
- ALL DIMENSIONS ARE FEET UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS TO CURB & GUTTER ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.
- SEE CONSTRUCTION PLANS FOR DIMENSIONS AND ADDITIONAL INFORMATION NOT SHOWN ON THE SUPERELEVATION PLANS.

- NOTES:
- Ⓑ 6" PERF. PE PIPE DRAIN (SEE CONTOUR PLAN)

LEGEND

XXX

SUPERELEVATION TRANSITION FT/FT

STORM SEWER STRUCTURE NO.

PROPOSED STORM SEWER

EXISTING STORM SEWER

PROPOSED DITCH

6" PERF. TP PIPE DRAIN

EXISTING/PROPOSED CATCH BASIN

EXISTING/PROPOSED APRON

EXISTING/PROPOSED MANHOLE

EXISTING/PROPOSED DROP INLET

PROPOSED CLEAN OUT

SURFACE FLOW

SOD AT APRON INLET

RIPRAP

DITCH CHECK
(SEE DRAINAGE DETAILS)

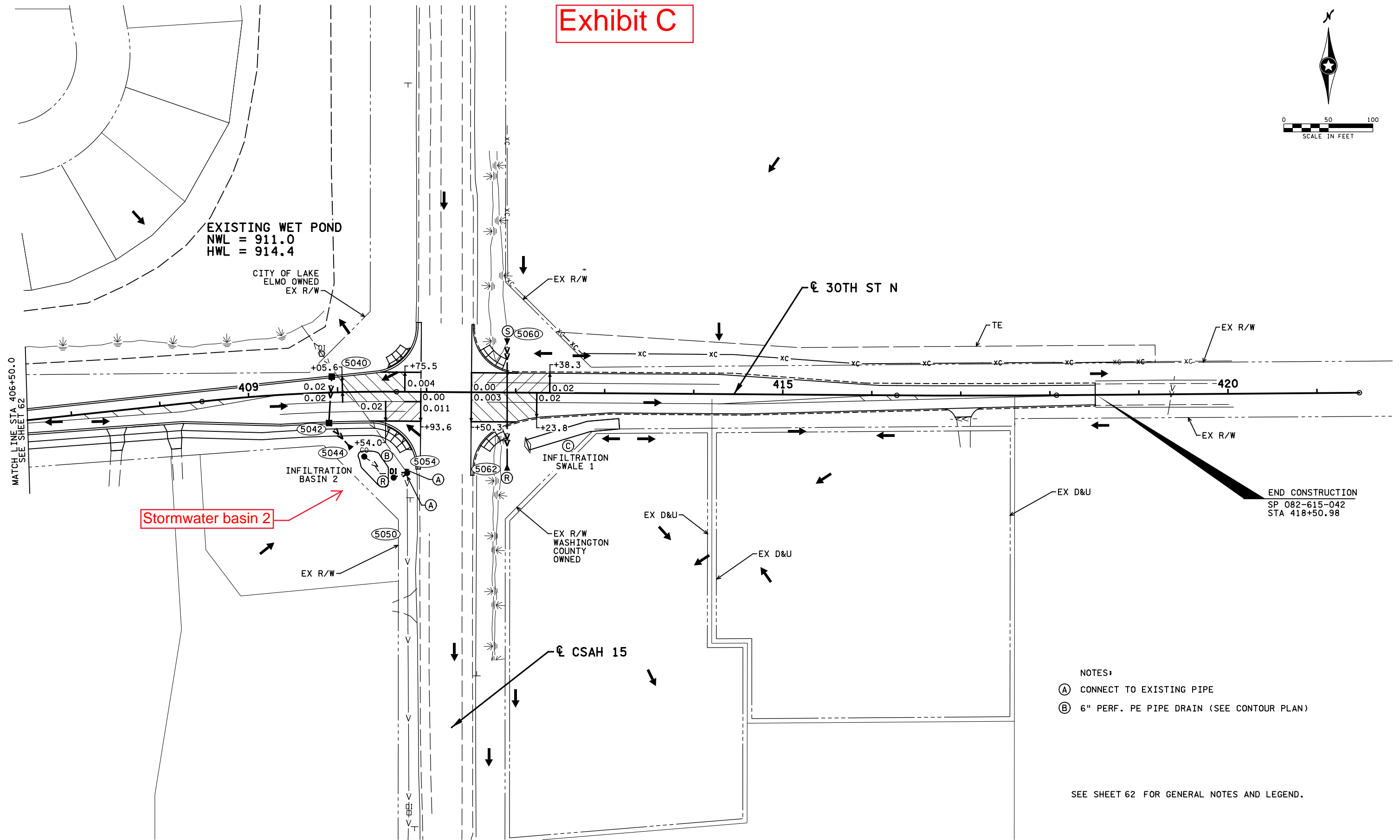
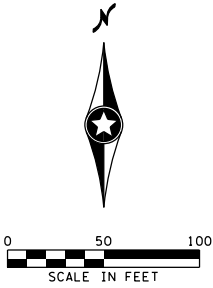
BEGIN CONSTRUCTION
SP 082-615-042
STA 403+12.25

MATCH LINE STA 406+50.0
SEE SHEET 63

																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					</
--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	----

3:00:52 PM
H:\13243\13243a_dr01.dgn
13243a_dr01.dgn

Exhibit C



NOTES:

- ① CONNECT TO EXISTING PIPE
② 6" PERF. PE PIPE DRAIN (SEE CONTOUR PLAN)

SEE SHEET 62 FOR GENERAL NOTES AND LEGEND.

NO	DATE	BY	CKD	APPR	REVISION
13243a_dr-02.dgn					

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

Print Name: LEAH GIFFORD

Date _____ License # 52263

STATE AID PROJECT NO.

XX

STATE PROJECT NO.
082-615-042

COUNTY PROJECT NO.
22-11513

CITY PROJECT NO. X

DRAWN BY
J. BIZUWORK

DESIGNED BY

D. MOBERLY

CHECKED BY
J. CLIFFORD

MM. NO. 13243



WASHINGTON COUNTY

DRAINAGE AND SUPERELEVATION PLANS
CSAH 15 & 30TH ST N INTERSECTION

SHEET
63
OF
102

**COOPERATIVE AGREEMENT
BETWEEN THE CITY OF LAKE ELMO, THE TOWNSHIP OF BAYTOWN, THE
TOWNSHIP OF WEST
LAKELAND, AND WASHINGTON COUNTY
FOR MAINTENANCE OF THE TRAFFIC SIGNAL SYSTEM
ON COUNTY STATE AID HIGHWAY 15 (MANNING AVE)
AT ITS INTERSECTION WITH 30TH STREET**

WASHINGTON COUNTY	
CONTRACT NO.	<u>14788</u>
DEPT.	<u>PUBLIC WORKS</u>
DIVISION	<u>TRANSPORTATION</u>
TERM	<u>PERPETUAL</u>

THIS AGREEMENT, by and between the City of Lake Elmo, a municipal corporation, herein after referred to as the "City", the Township of Baytown, herein after referred to as "Baytown", the Township of West Lakeland, herein after referred to as "West Lakeland", and Washington County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, it has been determined to add a traffic signal at the intersection of CSAH 15 and 30th Street; and

WHEREAS, a cooperative effort between the City, Township, and County is the appropriate method to facilitate the maintenance of the traffic signal system.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

A. PURPOSE

The purpose of this Agreement is set forth in the above whereas clauses which are all incorporated by reference as if fully set forth herein and shall consist of this Agreement and Exhibit A (Location Map).

B. MAINTENANCE/OWNERSHIP

1. This agreement and all of its provisions shall apply to the traffic control signal system located on County State Aid Highway No. 15, also known as Manning Ave, at its intersection with 30th Street, said intersection being located within City of Lake Elmo, West Lakeland Township and Baytown Township.
2. The County shall own the traffic control signal system and all of its components and shall, at its sole cost and expense, operate, maintain and keep in repair the traffic control signal system including but not limited to the relamping of vehicular and pedestrian traffic signal indications, cleaning and maintenance of the control cabinet, maintenance of the Emergency Vehicle Preemption (EVP) system, attached signage, traffic signal interconnection, communications, and master controller, battery backup, vehicle detection cameras, and repair of any and all physical damage, except as set forth in the following sections.
3. Monthly electrical service expenses necessary to operate the traffic control signal system and integral streetlights, including the cost of establishing and perpetuation a connection to the electrical grid subsequent ongoing electrical service expenses, shall be paid as follows:
 - 50% of electrical expenses shall be paid by City of Lake Elmo
 - 25% of electrical expenses shall be paid by Baytown Township
 - 25% of electrical expenses shall be paid by West Lakeland Township
 - The County shall receive and pay all such invoices and invoice Lake Elmo, Baytown, and West Lakeland semi-annually

1. County shall maintain and keep in repair the electrical connection to the luminaire heads at the sole cost and expense of the County. The County shall maintain and keep in repair the integral luminaires (overhead streetlights) and all their components, including replacement of the existing luminaires, if necessary, at the sole cost and expense of the City and Baytown and West Lakeland, the cost of such maintenance shall be paid as follows:
 - 50% of luminaire maintenance expenses shall be paid by the City.
 - 25% of luminaire maintenance expenses shall be paid by Baytown.
 - 25% of luminaire maintenance expenses shall be paid by West Lakeland.
 - The County shall invoice the City, Baytown, and West Lakeland semi-annually and shall include all associated costs of such maintenance including labor, materials, equipment usage, traffic control, and overhead according to standard county billing practices.
2. The County considers paint to be an aesthetic component of the traffic signal system. The County, City, Baytown, and West Lakeland have agreed that this system shall be constructed as a galvanized structure without paint.
3. The County shall, at its sole cost and expense, be responsible for identification and location of the underground components of the traffic control signal system as required by the Gopher State One Call system.
4. The City, Baytown, and West Lakeland shall not revise by addition or deletion, nor alter or adjust any component, part, sequence, or timing of the aforesaid traffic control signal system or EVP systems; however, nothing herein shall be construed as restraint of prompt, prudent action by properly constituted authorities in situations where part of such traffic control signal systems may be directly involved in an emergency.
5. The EVP systems provided for in this agreement shall be installed, operated, maintained, upgraded, or removed in accordance with the following conditions and requirements:
 - a) Emitter units may be installed and used only on vehicles responding to an emergency as defined in Minnesota Statutes Sections 169.011, subd. 3 and 169.03. The City, Baytown, and West Lakeland shall, provide the County Engineer or his duly appointed representative a list of all such vehicles with emitter units upon request.
 - b) Malfunctions of the EVP systems shall be reported to the County immediately.
 - c) Only in the event said EVP systems or components are, in the opinion of the County, being misused or the terms set forth herein are violated, and such misuse or violation continues after receipt by the City, Baytown, West Lakeland of written notice thereof from the County, the County may remove, modify, restrict, or deactivate the EVP systems. Upon removal of the EVP systems pursuant to this paragraph, the field wiring, cabinet wiring, detector receivers, infrared detector heads, and indicator lamps and all other components shall become the property of the County.
 - d) All timing of said EVP systems shall be determined by the County.

C. CIVIL RIGHTS AND NON-DISCRIMINATION

The provisions of Minn. Stat. 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set further herein, and shall be part of any Agreement entered into by the parties with any contractor subcontractor, or material suppliers.

D. WORKERS COMPENSATION

It is hereby understood and agreed that any and all employees of the City, Baytown, and West Lakeland, and all other persons employed by the City, Baytown, West Lakeland in the performance of construction and/or

construction engineering work or services required or provided for under this Agreement shall not be considered employees of the County and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said City, Baytown, or West Lakeland employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the County.

It is hereby understood and agreed that any and all employees of the County and all other persons employed by the County in the performance of construction and/or construction engineering work or services required or provided for under this Agreement shall not be considered employees of the City, Baytown or West Lakeland and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said County employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the City.

E. INDEMNIFICATION

1. The City, Baytown, and West Lakeland agrees that it will defend, indemnify and hold harmless the County against any and all liability, loss, damages, costs and expenses which the County may hereafter sustain, incur or be required to pay by reason of any negligent act by the City, Baytown, or West Lakeland, its agents, officers or employees during the performance of this Agreement.
2. The County agrees that it will defend, indemnify and hold harmless the City, Baytown, West Lakeland, against any and all liability, loss, damages, costs and expenses which the City, Baytown, and West Lakeland may hereafter sustain, incur or be required to pay by reason of any negligent act by the County, its agents, officers or employees during the performance of this Agreement.
3. To the fullest extent permitted by law, actions by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a.(b). The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties as provided for in Section 471.59, subd. 1a.
4. Each party's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The parties agree that liability under this Agreement is controlled by Minnesota Statute 471.59, subdivision 1a. and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in 466.04, subdivision 1(a).

F. CONDITIONS

The City, Baytown, and West Lakeland shall not assess or otherwise recover any portion of its cost for this project through special assessment of County-owned property.

G. DATA PRACTICES

All data collected, created, received, maintained, disseminated, or used for any purposes in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy.

H. TERM

This Agreement shall remain in full force and effect until terminated by mutual Agreement of the parties.

I. COUNTERPARTS

This Agreement may be executed in counterparts.

J. SEVERABILITY

If any provision or provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers.

WASHINGTON COUNTY

Chair Date
Board of Commissioners

Kevin Corbid Date
County Administrator

Approved as to form:

Assistant County Attorney Date

BAYTOWN TOWNSHIP

Chair Date

Clerk Date

Approved as to form:

Township Attorney

CITY OF LAKE ELMO

Mayor Date

City Administrator Date

Approved as to form:

City Attorney Date

WEST LAKELAND TOWNSHIP

Chair Date

Clerk Date

Approved as to form:

Township Attorney

CSAH 15 (MANNING AVE N) & 30TH ST INTERSECTION

EXHIBIT A





STAFF REPORT

DATE: May 17th, 2021

CONSENT

AGENDA ITEM: Close unused funds and approve transfers to close funds

TO: Mayor and City Council

SUBMITTED BY: Samuel Magureanu, Finance Director

BACKGROUND:

The City of Lake Elmo is organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance/net assets, revenues and expenditures, or expenses, as appropriate.

Each year finance reviews the City funds (example: capital projects, debt service, special revenues) and determines if the funds should continue to stay open or be closed. In the current year finance identified ten funds that can be closed since all of the activity in those funds has ended.

ISSUE BEFORE COUNCIL:

Should Council direct city staff to take any actions necessary to close the funds identified since activity related to the funds has ended, and approve the necessary transfers to close the funds?

PROPOSAL:

Included in your packet is a resolution that lists all of the funds identified as well as the necessary transfers to close the funds and transfer all of the assets in order to eliminate the fund balances that currently exists in the accounts.

FISCAL IMPACT:

Funds 316 - Debt Service Fund – 2009B G.O. Improvement Bonds and 317 - Debt Service Fund – 2010A G.O. Improvement Bonds and 322 - Debt Service Fund – 2013A G.O. Improvement Bonds will be closed in fund 321 - Debt Service Fund – 2012B G.O. This was decided since fund 321 has a running negative fund balance at year-end of \$51,756. Fund 328 – Debt Service Fund – 2018A EDA (Brookfield Building debt service fund) will be closed to fund 331 the new debt service fund for city hall, since the building was purchased by the city and the debt was refinanced. Fund 251 CARES fund will close to 101, general fund. Fund 251 was used to track the CARES funds. These funds were spent entirely and the fund is no longer needed. Fund 424 – Capital Project Fund - Manning Corridor and Safety Management has a negative fund balance and a transfer from fund 409 Infrastructure Reserve fund of \$3,085.78 is used to eliminate the deficit and close the fund, since the activities relating to the project have ended. Fund 421 - Capital Project Fund – OV Phase 4 is closed to fund 329. Fund 329 is the debt service fund for the project. Fund 422 - Capital Project Fund – 2018 Street Improvements closed to fund 329. Fund 329 is the debt service fund for the project. Fund 414 – Capital Project Fund – CSAH 15 /

CSAH 14 Realignment has a negative fund balance at year-end of \$16,904 and it will be closed with a transfer from fund 409 – Infrastructure Reserve. Lastly, fund 413 – Capital Project Fund – Village Project will be closed to fund 101 general fund.

OPTIONS:

- 1) Approve Resolution No 2022-048
- 2) Amend and then Approve Resolution No 2022-048
- 3) Don not Approve Resolution No 2022-048

RECOMMENDATION:

Motion to approve Resolution No 2022-048

ATTACHMENTS:

- Resolution No 2022-048

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

RESOLUTION NO. 2022-048

***A RESOLUTION TO CLOSE UNUSED FUND ACCOUNTS AND TRANSFER
ASSETS TO APPROPRIATE FUND ACCOUNTS***

WHEREAS, the City of Lake Elmo is organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance/net assets, revenues and expenditures, or expenses, as appropriate; and

WHEREAS, there is no longer a need to maintain an account for the following activities as transactions related to these funds have ended:

- Fund # 316 – Debt Service Fund – 2009B G.O. Improvement Bonds
- Fund # 317 – Debt Service Fund – 2010A G.O. Improvement Bonds
- Fund # 322 – Debt Service Fund – 2013A G.O. Improvement Bonds
- Fund # 328 – Debt Service Fund – 2018A EDA
- Fund # 251 – CARES Special Revenue Fund
- Fund # 424 – Capital Project Fund - Manning Corridor and Safety Management
- Fund # 421 – Capital Project Fund – OV Phase 4
- Fund # 422 – Capital Project Fund – 2018 Street Improvements
- Fund # 414 – Capital Project Fund – CSAH 15 / CSAH 14 Realignment
- Fund # 413 – Capital Project Fund – Village Project

WHEREAS, it is necessary and appropriate to close the funds and transfer all of the assets in order to eliminate the fund balances that currently exist in the accounts,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE ELMO authorizes the closure of the funds and transferring all of the assets effective, December 31, 2021, as follows:

- Transfer all of the assets from fund 316 to fund 321 – Debt Service Fund – 2012B G.O. Improvement Bonds to help reduce fund deficit.
- Transfer all of the assets from fund 317 to fund 321 – Debt Service Fund – 2012B G.O. Improvement Bonds to help reduce fund deficit.
- Transfer all of the assets from fund 322 to fund 321 – Debt Service Fund – 2012B G.O. Improvement Bonds to help reduce fund deficit.
- Transfer to close fund 328 to fund 331 to zero out cash and investment balances.

- Transfer all activity related to Market Value Adjustment and Interest Income from Fund 251 to Fund 101 to close the CARES fund into the general fund.
- Transfer \$3,085.78 funds from the Infrastructure Reserve fund 409 to cover deficit in fund 424 and close the fund.
- Transfer all of the assets from 421 to 329 Debt service fund to close fund 421. Fund 329 is the debt service fund for the project.
- Transfer all of the assets from 422 to 329 Debt service fund to close fund 422. Fund 329 is the debt service fund for the project.
- Transfer \$16,904 from the Infrastructure Reserve fund 409 to fund 414 to reduce fund deficit and close fund.
- Transfer to close fund 413 to fund 101 to zero out cash & investment balances.

Passed and duly adopted this 17th of May, 2022 by the City Council of the City of Lake Elmo, Minnesota.

ATTEST:

Charles Cadenhead, Mayor

Julie Johnson, City Clerk



STAFF REPORT

DATE: 05/17/2022

REGULAR

ITEM#: 11

MOTION

TO: Mayor and City Council
FROM: Ben Hetzel, City Planner
AGENDA ITEM: **Second Driveway Variance Request at 8930 Jane Road N**
REVIEWED BY: Molly Just, Planning Director

INTRODUCTION:

Bill and Valerie Brass (Applicants) recently submitted a variance application for a second curb cut (driveway) on the property located at 8930 Jane Road N – Parcel 09.029.21.11.0016 (Subject Property). The applicants recently constructed a detached garage on the property and paved a second driveway from the new garage to the south property line. They are now asking for a variance to finish paving the driveway by adding a second curb cut to Jane Road N.

As part of this variance request, the applicant has also applied for a grading permit. To construct the garage addition and new driveway from the addition, the applicant moved 290 cubic yards of onsite material. According to Sections 105.08.060 and 105.12.260 of the Lake Elmo City Code, a grading and excavating permit is required for any excavating, grading, filling, or other changes in the earth's topography resulting in the movement of more than 50 cubic yards of material. The applicant has already moved the 290 cubic yards of material and is applying for the permit retroactively.

The applicant has also signed an encroachment agreement in relation to the garage addition and second driveway. Due to the topography of the subject property, the applicant constructed a retaining wall between the existing, primary dwelling and the garage addition. This retaining wall was constructed in the 10-foot drainage and utility easement abutting the south (front) property line. The applicant signed the encroachment agreement retroactively after completing construction of the retaining wall.

The variance request was brought before the Planning Commission on March 28, 2022. The Planning Commission recommended approval of the request with a 5-0 vote.

ISSUE BEFORE CITY COUNCIL:

The City Council is being asked to review and make a determination on the request to pave a second curb cut (driveway) on the property located at 8930 Jane Road N.

VARIANCE REQUEST DETAILS/ANALYSIS:

Address: 8930 Jane Road N
PID: 09.029.21.11.0016
Existing Zoning: Rural Single Family – Shoreland Overlay District

<i>Surrounding Zoning:</i>	North, South, East, & West: Rural Single Family
<i>Deadline for Action:</i>	Application Complete – 3/14/2022 60 Day Deadline – 5/13/2022 Extension Letter Mailed – N/A 120 Day Deadline – N/A
<i>Applicable Regulations:</i>	Article V - Zoning Administration and Enforcement Article XI – Rural Districts Article XIX – Shoreland Overlay District Chapter 9.16 – Streets and Sidewalks

Reason for Request. The applicant is asking the City to grant a variance for a second curb cut entrance (second driveway) off Jane Road N. Section 9.16.090 of the Lake Elmo City Code limits the number of curb cuts to one per dwelling unit in residential districts. Up to two curb cuts may be allowed when neither access is onto a collector or arterial street, when there is a minimum of 40 feet of spacing between driveway curb radii, and when the total width of both driveways does not exceed 26 feet. Because the proposed driveway is 24 feet across and the existing driveway is 22.6 feet across, the applicant is asking for a variance to finish paving the newly constructed driveway by adding a second curb cut on the subject property – connected to Jane Road N.

REVIEW AND ANALYSIS/DRAFT FINDINGS:

An applicant must establish and demonstrate compliance with the variance criteria set forth in Lake Elmo City Code Section 105.12.320 before the City may grant an exception or modification to city code requirements. These criteria are listed below, along with comments from Staff about the applicability of these criteria to the applicant's request.

- 1) Practical Difficulties.** A variance to the provision of this chapter may be granted by the Board of Adjustment upon the application by the owner of the affected property where the strict enforcement of this chapter would cause practical difficulties because of circumstances unique to the individual property under consideration and then only when it is demonstrated that such actions will be in keeping with the spirit and intent of this chapter. Definition of practical difficulties - "Practical difficulties" as used in connection with the granting of a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by an official control.

FINDINGS:

The applicant is unable to connect the newly constructed driveway from the garage addition to the existing driveway due to the topography of the parcel. A hill and retaining wall currently separate the two driveways (see attached photos for reference). The applicant chose to construct the garage addition on the east side of the property, downhill from the existing driveway, due to the presence of mature pine trees on the west side of the property. To construct the garage on the west side of the property, where the applicant would have been able to connect the newly constructed driveway to the existing driveway using one curb cut, the applicant would have needed to remove natural stone retaining walls and relocated the current electrical service on the property. Without the addition of the second curb cut at the end of the newly constructed driveway, the property owners would run into issues with

rocks and mud, especially during periods of rain and snow melt.

- 2) Unique Circumstances.** The plight of the landowner is due to circumstances unique to the property not created by the landowner.

FINDINGS:

The subject property is located on a hill, putting the east side of the property downhill from the west side. This topography prevents the applicant from connecting the newly constructed driveway to the existing driveway at a single curb cut entrance point. The garage addition was constructed downhill from the main dwelling, on the east side of the property, due to the location of natural stone retaining walls, mature pine trees, and electrical equipment on the west side of the property.

- 3) Character of Locality.** The proposed variance will not alter the essential character of the locality in which the property in question is located.

FINDINGS:

The proposed second curb cut connecting to the newly constructed driveway will not alter the character of the surrounding neighborhood. The driveway is already constructed, and the applicant is now requesting a variance to pave a second curb cut at the end of the driveway.

- 4) Adjacent Properties and Traffic.** The proposed variance will not impair an adequate supply of light and air to properties adjacent to the property in question or substantially increase the congestion of the public streets or substantially diminish or impair property values within the neighborhood.

FINDINGS:

The proposed variance does not impair adjacent properties. The second curb cut will be located approximately 80 feet from east property line. In general, the Engineering Department of Lake Elmo discourages multiple driveway access points in residential neighborhoods. Additional curb cuts result in higher city reconstruction and maintenance costs and create more conflict points between vehicles.

CITY AGENCY REVIEW:

This request was distributed to several city departments for review on February 3, 2022. The following departments provided comments on the variance request.

- Engineering Department – Engineering has no review comments on this specific variance. In general multiple driveway accesses from residential properties onto public roadways should be minimized. Multiple driveways result in higher city reconstruction and maintenance costs for the roadway and they result in creating more traffic conflict points along the roadways.
- Fire Department – Ensure address numbers shall be plainly visible from the street fronting the property and shall contrasting color from the background.
- Public Works Department – [The department] would not want to see a wall (or any permanent structure) in a utility easement area.

- After inspecting the constructed retaining wall, the Public Works Director expressed that he does not have an issue with its location on the property, as long as an encroachment agreement was signed.
- Valley Branch Watershed District – The recently constructed 2nd garage on the Brass property involved placing fill in a drainage easement/below a 100-year flood level. The current proposal does not trigger a need for a VBWD permit.

PUBLIC COMMENT:

A hearing notice was sent to surrounding properties on March 16, 2022. A hearing notice was published in the local newspaper on March 18, 2022. At this time, staff has not received any comments from the public on the requested variance. A public hearing was held at the Planning Commission meeting on March 28, 2022.

FISCAL IMPACT:

None

RECOMMENDED CONDITIONS OF APPROVAL:

1. During construction silt fencing and other environmental measures shall be taken to preserve and protect the lake and surrounding vegetation.
2. If approved this variance shall expire if the work does not commence within 12 months of the date of granting the variance.

OPTIONS:

The City Council may:

- Approve the variance.
- Approve the variance with conditions.
- Deny the variance, citing recommended findings of fact for denial.

RECOMMENDATION:

Staff recommends that the City Council approve the request from Bill and Valerie Brass for a variance to pave a second curb cut (driveway) on the property located at 8930 Jane Road N.

“Move to approve Resolution 2022-052, approving the request with conditions from Bill and Valerie Brass for a variance to pave a second curb cut (driveway) on the property located at 8930 Jane Road N.”

ATTACHMENTS:

- 1) Location Map
- 2) Land Use Application
- 3) Written Statements
- 4) Plat Map
- 5) Certificate of Survey
- 6) Site Plans
- 7) Existing Conditions Photos
- 8) March 28, 2022 Planning Commission Minutes
- 9) Resolution No. 2022-052

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

RESOLUTION NO. 2022-052

***A RESOLUTION APPROVING THE REQUEST FROM BILL AND VALERIE BRASS FOR
A VARIANCE TO PAVE A SECOND CURB CUT (DRIVEWAY) ON THE PROPERTY
LOCATED AT 8930 JANE ROAD N***

WHEREAS, the City of Lake Elmo is a municipal corporation organized and existing under the laws of the State of Minnesota; and

WHEREAS, Bill and Valerie Brass (the “Applicants”), owners of the property located at 8930 Jane Road N – Parcel 09.029.21.11.0016, Lake Elmo, MN 55042 (the “Property”) have submitted an application to the City of Lake Elmo (the “City”) for a variance request to construct a second curb cut (driveway); and

WHEREAS, notice has been published, mailed, and posted pursuant to the Lake Elmo Zoning Code, Section 103.00.120; and

WHEREAS, the Lake Elmo Planning Commission held a public hearing on said matter on March 28, 2022; and

WHEREAS, the Lake Elmo Planning Commission has submitted its report and recommendation to the City Council as part of a Staff Memorandum dated April 19, 2022; and

WHEREAS, the City Council considered said matter at its April 19, 2022 meeting and directed City staff to draft a resolution approving the variance for its consideration; and

NOW, THEREFORE, based on the testimony elicited and information received, the City Council makes the following:

FINDINGS

- 1) That the procedures for obtaining a variance are found in Section 103.00.120 of the Lake Elmo Zoning Code.
- 2) That all submission requirements of Section 103.00.120 of the Lake Elmo Zoning Code have been met by the Applicant.
- 3) That the proposed variance includes the following components:
 - a) The property would include two curb cuts (driveway) connecting to Jane Road N. Section 9.16.090 of the Lake Elmo City Code limits the number of curb cuts to one per

dwelling unit in residential districts. Up to two curb cuts may be allowed when neither access is onto a collector or arterial street, when there is a minimum of 40 feet of spacing between driveway curb radii, and when the total width of both driveways does not exceed 26 feet. Because the proposed driveway is 24 feet across and the existing driveway is 22.6 feet across, the applicant is asking for a variance to finish paving the newly constructed driveway by adding a second curb cut on the property.

- 4) **Practical Difficulties** as used in connection with the granting of a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by an official control:

The applicant is unable to connect the newly constructed driveway from the garage addition to the existing driveway due to the topography of the parcel. A hill and retaining wall currently separate the two driveways (see attached photos for reference). The applicant chose to construct the garage addition on the east side of the property, downhill from the existing driveway, due to the presence of mature pine trees on the west side of the property. To construct the garage on the west side of the property, where the applicant would have been able to connect the newly constructed driveway to the existing driveway using one curb cut, the applicant would have needed to remove natural stone retaining walls and relocated the current electrical service on the property. Without the addition of the second curb cut at the end of the newly constructed driveway, the property owners would run into issues with rocks and mud, especially during periods of rain and snow melt.

- 5) **Unique Circumstances** the plight of the landowner is due to circumstances not created by the landowner:

The subject property is located on a hill, putting the east side of the property downhill from the west side. This topography prevents the applicant from connecting the newly constructed driveway to the existing driveway at a single curb cut entrance point. The garage addition was constructed downhill from the main dwelling, on the east side of the property, due to the location of natural stone retaining walls, mature pine trees, and electrical equipment on the west side of the property.

- 6) **Character of Locality** the proposed variance will not alter the essential character of the locality in which the property in question is located:

The proposed second curb cut connecting to the newly constructed driveway will not alter the character of the surrounding neighborhood. The driveway is already constructed, and the applicant is now requesting a variance to pave a second curb cut at the end of the driveway.

- 7) **Adjacent Properties and Traffic** the proposed variance will not impair an adequate supply of light and air to properties adjacent to the property in question or substantially

increase the congestion of the public streets or substantially diminish or impair property values within the neighborhood:

The proposed variance does not impair adjacent properties. The second curb cut will be located approximately 80 feet from east property line. In general, the Engineering Department of Lake Elmo discourages multiple driveway access points in residential neighborhoods. Additional curb cuts result in higher city reconstruction and maintenance costs and create more conflict points between vehicles.

DECISION

NOW, THEREFORE, BE IT FURTHER RESOLVED, and based upon the information received and the above Findings, that the City Council of the City of Lake Elmo hereby approves the request by Bill and Valerie Brass for a variance request to pave a second curb cut (driveway) on the property located at 8930 Jane Road N.

Passed and duly adopted this 19th day of April, 2022 by the City Council of the City of Lake Elmo, Minnesota.

Mayor Charles Cadenhead

ATTEST:

Julie Johnson, City Clerk

8930 Jane Road N



3/23/2022, 2:36:18 PM


 Parcels

Easement Lines


 COMPUTED UTILITY_DRAINAGE

DNR Protected Waters ID

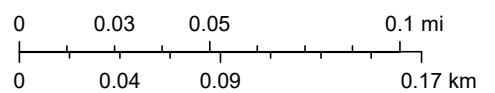
MNWASH020009.sid

 Red: Band_1

 Green: Band_2

 Blue: Band_3

1:4,514



Esri Community Maps Contributors, Metropolitan Council, MetroGIS, © OpenStreetMap, Microsoft, Esri Canada, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Date Received: 1-20-2022
Received By: Rebecca
Permit #: _____



651-747-3900
3800 Laverne Avenue North
Lake Elmo, MN 55042

LAND USE APPLICATION

- Variance*
- ☐ Comprehensive Plan ☐ Zoning District Amend ☐ Zoning Text Amend ☐ Variance*(see below) ☐ Zoning Appeal
- ☐ Conditional Use Permit (C.U.P.) ☐ Flood Plain C.U.P. ☐ Interim Use Permit (I.U.P.) ☐ Excavating/Grading
- ☐ Lot Line Adjustment ☐ Minor Subdivision ☐ Residential Subdivision Sketch/Concept Plan
- ☐ PUD Concept Plan ☐ PUD Preliminary Plan ☐ PUD Final Plan ☐ Wireless Communications

Applicant: BILL + VALERIE BRASS
Address: 8930 JANE RD N
Phone #: 612-490-2872
Email Address: billbrass2@gmail.com

Fee Owner: SAME
Address: _____
Phone #: _____
Email Address: _____

Property Location (Address): 8930 JANE RD N
(Complete (long) Legal Description: LOT 1 BLOCK 1 Springborn GREEN ACRES

PID#: _____

Detailed Reason for Request: TO PAVE THE LAST PORTION OF THE
DRIVEWAY.

*Variance Requests: As outlined in Section 301.060 C. of the Lake Elmo Municipal Code, the applicant must demonstrate practical difficulties before a variance can be granted. The practical difficulties related to this application are as follows:

Practical Difficulties. *Without this section of driveway there would be an issue with mud, rock etc. in maintaining the property to look well kept. It would also cause rutting during periods of rain and frost. One would think that the requirement would be to pave the driveway in being consistent in lieu of not paving it. It's a small strip and would look out of place if it was not paved, not to mention the maintenance to keep the driveway accessible for its purpose.*

In signing this application, I hereby acknowledge that I have read and fully understand the applicable provisions of the Zoning ordinance and current administrative procedures. I further acknowledge the fee explanation as outlined in the application procedures and hereby agree to pay all statements received from the City pertaining to additional application expense.

Signature of applicant: Bill Brass Valerie Brass Date: 1/20/22

Signature of fee owner: Bill Brass Valerie Brass Date: 1/20/22

Item 2

- A) Property Owners: William and Valerie Brass
- B) Site Data:
 - Legal description of property.* Lot 1 Block one Springborn Green Acres
 - Parcel Identification Number.*
 - Parcel Size.* 50,982 SF or 1.17 Acres
 - Existing use of land.* Residential
 - Current Zoning.* Residential
- C) Provision. Section 9.16.090
- D) Description of Proposal. *We are requesting a variance to pave through the right of way for the second driveway. The City right away at that location is 26 foot wide by 9 foot deep. It varies by the allowable width of the driveways in total. We can have two driveways on our property but it can't exceed 26 feet. The existing driveway is 24 feet . Due to the hill we live on there was no way to join or connect with the existing driveway.*
- E) Narrative of pre-application discussions. *Prior to planning and designing the garage we spoke to the building inspector and asked him what requirements were there to add a second garage. We were told that the garage could not be any farther forward then the existing dwellings. We were told that we had to be ten feet away from the existing house. We were told we could not build in the storm right away. We were told it could not be any bigger then 1,250 SF. We were told it had to be a conventional garage not a pole barn because our lot was not large enough for a pole barn. After we had that information we had a survey completed and hired an architect to size the garage to meet those requirements. Nothing was mentioned about a second driveway until we applied for the permit. When we received our building permit we were told by Ben the city engineer at the time? we can have the two driveways but we could not pave over the right away without getting a variance. We discussed the four questions that he had sent us that we would need to answer in order to receive a variance. Since there was no practical way to modify our existing driveway or connect the existing driveway to accommodate the new garage we would have to get a variance.*
- F) Practical Difficulties. *Without this section of driveway there would be an issue with mud, rock etc. in maintaining the property to look well kept. It would also cause rutting during periods of rain and frost. One would think that the requirement would be to pave the driveway in being consistent in lieu of not paving it. It's a small strip and would look out of place if it was not paved, not to mention the maintenance to keep the driveway accessible for its purpose.*
- G) The plight of landowner is due to circumstances unique to the property. *Due to the hill that we live on it was very challenging to fit the garage onto the property and make it look like it belongs and was not just stuck and look like it. We wanted a storage garage large enough to fit boats and trucks which our current garage does not. If we were to put it on the West side of the house we would have had to cut down a large stand of mature pines. We would have also had to*

remove over 350 cubic yards of dirt and bury the garage to accommodate the large slope of the property and would have looked tacky. The current electrical service would have to have been relocated. We currently have tens of thousands of dollars in natural stone retaining walls that would have had to been moved and rebuilt. Drainage would have been very difficult if not impossible to work out. The garage slab would have been much lower than the street causing drainage issues. By putting the garage on the East side we were able to balance the site with earthwork and have natural flow of rain water. Placement of the garage on the East side alleviated maneuvering of campers and boats on the steeper incline that exists on the West side of the property. I am including three pictures that show the slope of the hill, East side mature pines, and the new garage as built.

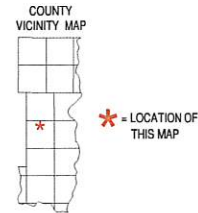
- H) *Character of the Neighborhood. We hired an architect rather than a lumber yard to produce the drawings because we wanted it to look nice and make an improvement to the property. In addition to the garage we have hired a landscaper to come up with an idea that would marry up with the existing house and natural stone retaining walls and flow the new construction with the existing landscaping.*
- I) *Verification of ownership. See attached property tax statement.*

- LEGEND**
- DNR PROTECTED WATERS
 - DNR PROTECTED WETLAND
 - DNR PROTECTED WATERCOURSE
 - MUNICIPAL BOUNDARY
 - PARK BOUNDARY



SECTION-TOWNSHIP-RANGE INDEX

0502921	0402921	0302921
0802921	0902921	1002921
1702921	1602921	1502921



SECTION VICINITY MAP

22	21	12	1*
NW		NE	
23	24	13	14
32	31	42	41
SW		SE	
33	34	43	44

PROPERTY IDENTIFICATION NUMBER FORMAT (GEOCODE)

SECTION NUMBER	TOWNSHIP NUMBER	RANGE NUMBER	QUARTER	SPECIFIC PARCEL
##	###	##	##	####

(0001) - LAST FOUR DIGITS OF PROPERTY IDENTIFICATION NUMBER

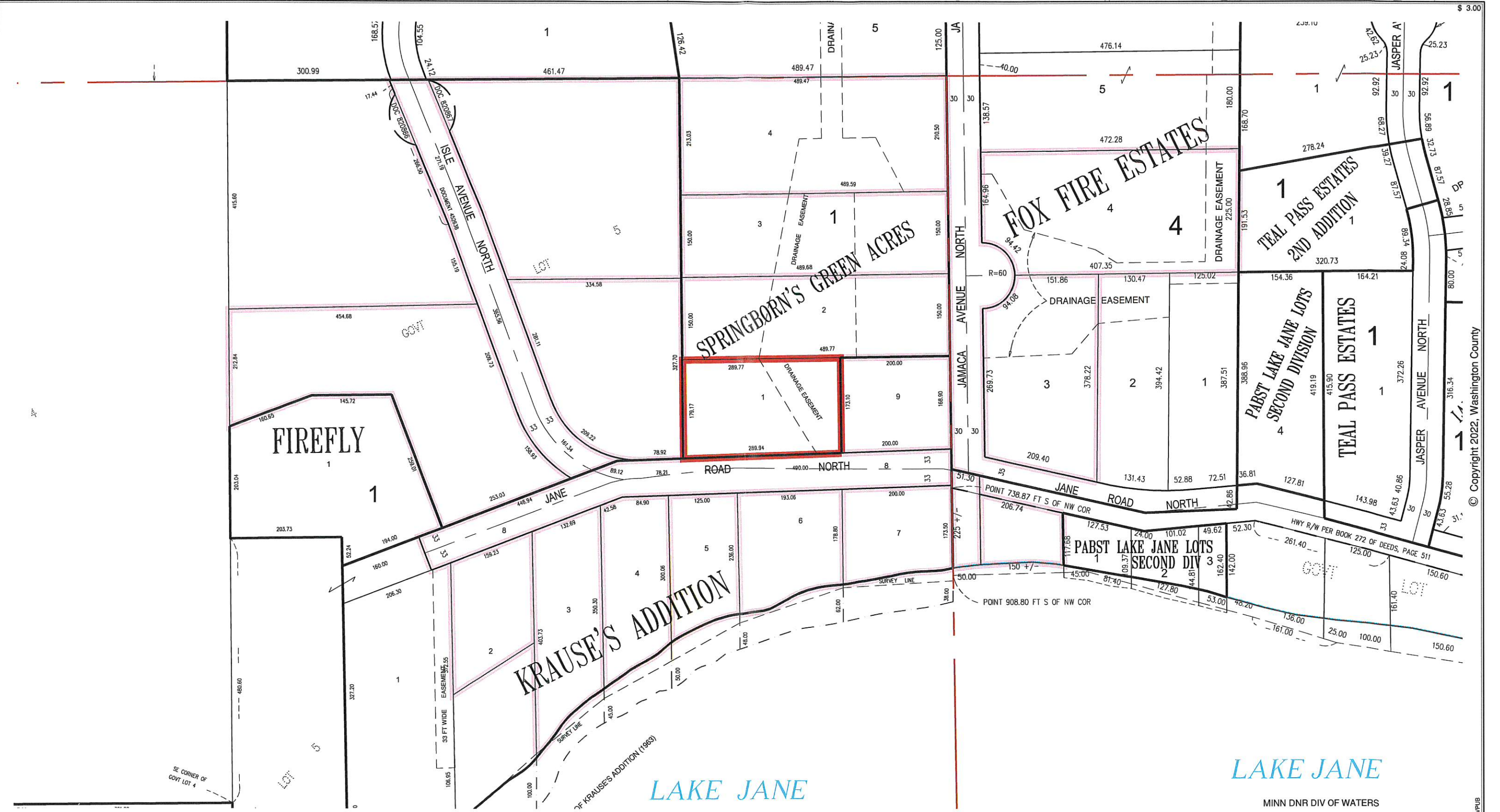
THIS DRAWING IS THE RESULT OF A COMPILATION AND REPRODUCTION OF LAND RECORDS AS THEY APPEAR IN VARIOUS WASHINGTON COUNTY OFFICES. WASHINGTON COUNTY IS NOT RESPONSIBLE FOR ANY INACCURACIES.

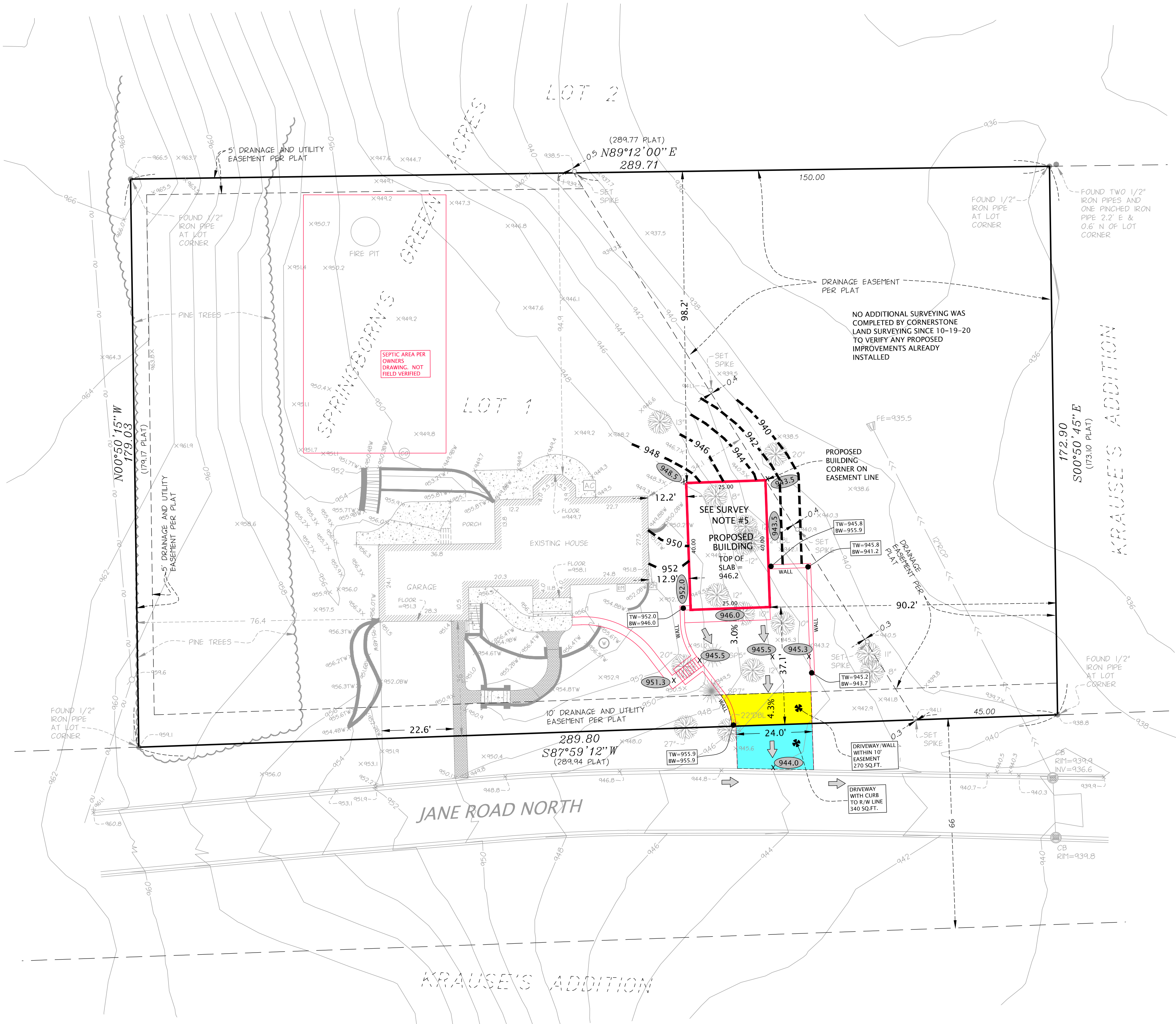
PROPERTY LINES AS SHOWN ARE FOR REFERENCE PURPOSES AND MAY NOT REPRESENT ACTUAL LOCATIONS.

MAP LAST UPDATED: June 11, 2020

NO ADDITIONAL CHANGES HAVE BEEN REPORTED TO DATE

DATE OF CONTOURS: November, 2011 DATE OF PHOTOGRAPHY: None





PROPOSED BUILDING ELEVATIONS:

TOP OF SLAB = 942.6
THE PROPOSED BUILDING AND GRADING ELEVATIONS
WERE SHOWN ON PLANS PROVIDED BY BILL BRASS
DATED 5-6-21. NOT FIELD VERIFIED.

- SET OFFSET HUB
- PROPOSED ELEVATION
- PROPOSED CONTOUR
- PROPOSED DRAINAGE
- DENOTES EXISTING ELEV.
- DENOTES SILT FENCE
- EXISTING CONTOURS

PROPOSED IMPROVEMENT AREAS:

EXISTING TO REMAIN (IN SQUARE FEET)
HOUSE = 2,258
REAR PORCH = 205
DRIVEWAY = 822
CONCRETE/PAVERS = 1,191
FIRE RING = 26
WALLS = 326
TOTAL REMAINING IMPROVEMENTS = 4,828 SQ.FT.

PROPOSED IMPROVEMENTS
ACCESSORY BUILDING = 1,000
CONC. APRON = 108
DRIVEWAY = 1,235
WALLS = 136
STEPS & CONC. = 137
TOTAL ADDITIONAL PROPOSED = 2,616

TOTAL = 7,444 / 14.6% (% OF TOTAL PARCEL AREA)

UNDERGROUND UTILITIES NOTES:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THIS SURVEY HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ADDITIONAL UTILITIES OF WHICH WE ARE UNAWARE MAY EXIST.



LEGAL DESCRIPTION:

(AS SHOWN ON AVAILABLE TAX RECORDS)

Lot 1, Block 1, SPRINGBORN'S GREEN ACRES, according to the recorded plat thereof, Washington County, Minnesota.

EASEMENY NOTES:

EASEMENTS AND OR ENCUMBRANCES SHOWN PER THE RECORD PLAT OF SPRINGBORN'S GREEN ACRES AND AVAILABLE PARCEL MAPPING PER WASHINGTON COUNTY SURVEYORS OFFICE. EASEMENTS MAY EXIST THAT ARE NOT SHOWN.

AREA:

TOTAL AREA AS SHOWN = 50,982 SQ.FT. / 1.17 ACRES

SURVEY NOTES:

- BEARINGS ARE BASED ON THE WASHINGTON COUNTY COORDINATE SYSTEM NAD 1983. BEARING ARE DIFFERENT THAN SHOWN ON THE RECORDED PLAT.
- UNDERGROUND UTILITIES NOT SHOWN
- 2' CONTOURS SHOWN PER FIELD LOCATED SPOT ELEVATIONS AS AS SHOWN ON THE SURVEY. SUPPLEMENTAL CONTOURS SHOWN OUTSIDE OF THE AREA WHERE SPOT ELEVATIONS ARE SHOWN PER LIDAR DATA OBTAINED FROM THE DNR MNTPO WEBSITE. NOT FIELD VERIFIED. .
- CORNERSTONE LAND SURVEYING, INC. HAS NOT BEEN TO THE SITE TO VERIFY IF ANY IMPROVEMENTS HAVE BEEN INSTALLED SINCE THE INITIAL SURVEY ON 1-19-20.
- THE PROPOSED BUILDING HAS BEEN CONSTRUCTED BUT THE LOCATION OF THE BUILDING HAS NOT BEEN VERIFIED BY CORNERSTONE LAND SURVEYING.

EXISTING IMPROVEMENT AREAS:

HOUSE = 2,258 (IN SQUARE FEET)
REAR PORCH = 205
DRIVEWAY = 822
CONCRETE/PAVERS = 1,191 (AS OF 10-19-20)
FIRE RING = 26
WALLS = 326
TOTAL IMPROVEMENTS = 4,828 SQ.FT.
= 9.5% (% OF TOTAL LOT AREA)

LEGEND:

- FIND MONUMENT
- SET 1/2" IRON PIPE MARKED RLS NO. 2371.8
- CABLE TV PEDESTAL
- AIR CONDITIONER
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELECTRIC PEDESTAL
- ELECTRIC TRANSFORMER
- LIGHT POLE
- GLY WIRE
- POWER POLE
- GAS MANHOLE
- GAS METER
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- SANITARY MANHOLE
- CATCH BASIN
- STORM DRAIN
- FLARED END SECTION
- STORM MANHOLE
- FIRE DEPT. CONNECTION
- HYDRANT
- CURB STOP
- WATER WELL
- WATER MANHOLE
- WATER METER
- POST INDICATOR VALVE
- WATER VALVE
- FLAG POLE
- MAIL BOX
- TRAFFIC SIGN
- UNKNOWN MANHOLE
- SOIL BORING
- TRAFFIC SIGNAL
- CONFEROUS TREE
- DECIDUOUS TREE
- UNDERGROUND ELECTRIC
- UNDERGROUND CABLE TV
- UNDERGROUND FIBER OPTIC
- UNDERGROUND TELEPHONE
- OVERHEAD UTILITY
- UNDERGROUND GAS
- SANITARY SEWER
- STORM SEWER
- WATERMAIN
- FENCE
- CURB [TYPICAL]
- CONCRETE SURFACE
- BITUMINOUS SURFACE

DENOTES PROPOSED IMPROVEMENTS WITHIN THE PLATED DRAINAGE AND UTILITY EASEMENT AREA

DENOTES PROPOSED IMPROVEMENTS WITHIN THE DEDICATED STREET RIGHT OF WAY.

DENOTES PROPOSED IMPROVEMENTS WITH THE PLATED LOT (RED)

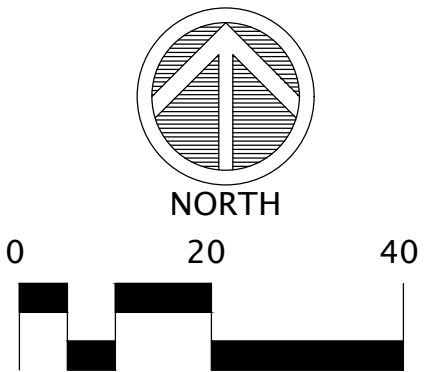
CONTACT:

BILL AND VALERIE BRASS
8930 JANE ROAD N.
LAKE ELMO, MN 66042

COUNTY/CITY:

WASHINGTON COUNTY

CITY OF LAKE ELMO



REVISIONS:

DATE	REVISION
10-19-20	ISSUED
1-10-22	SITE GRADING PLAN
1-25-22	REV. EASEMENT/DIM
3-1-22	DRIVEWAY SHADED
3-11-22	ADD LEGEND DETAIL

CERTIFICATION:

I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly Licensed Land Surveyor under the laws of the state of Minnesota.

Daniel L. Thurmes Registration Number: 25718
Date: 10-19-20

PROJECT LOCATION:

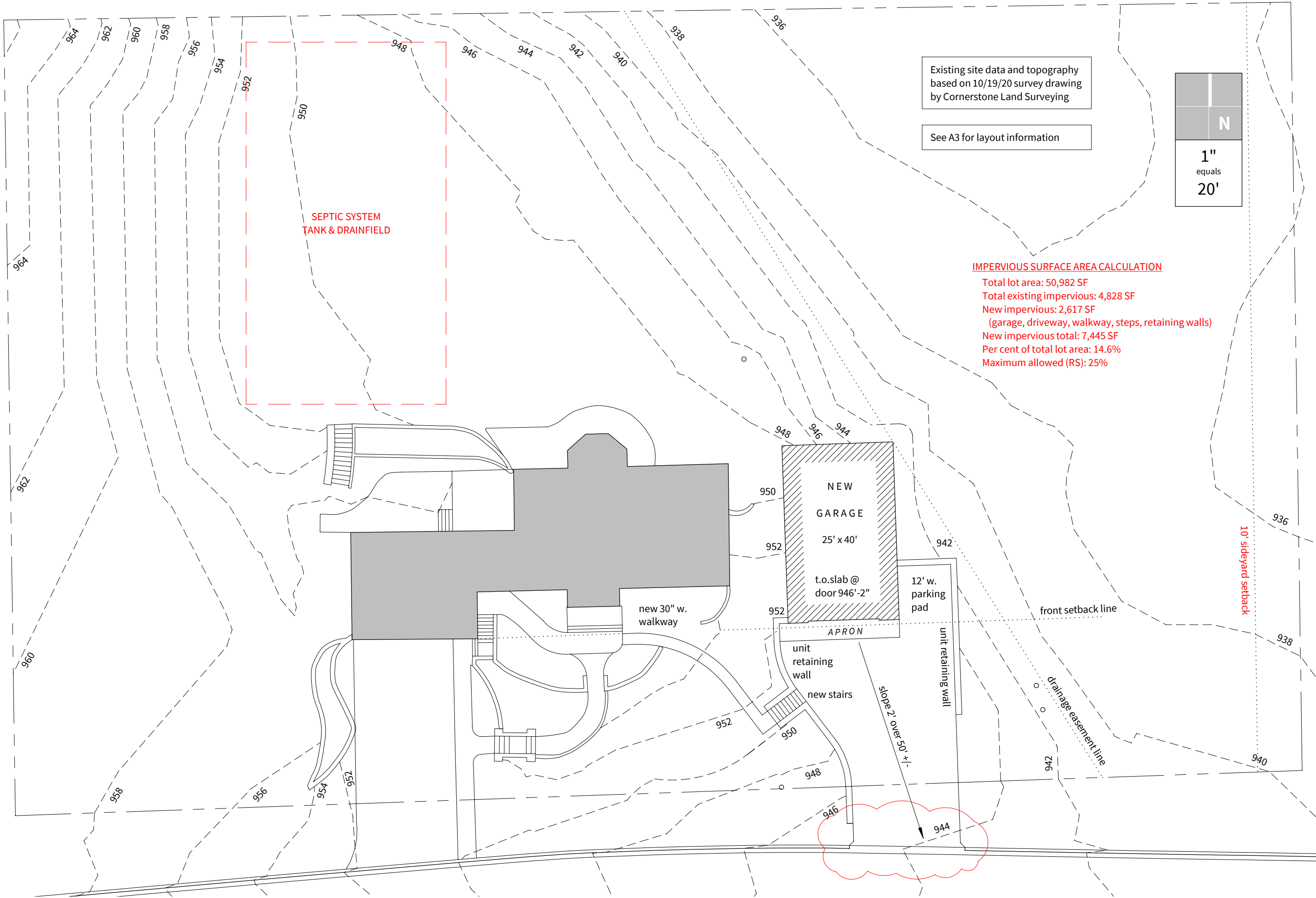
8930 JANE ROAD N.
PID#0902921110016

Suite #200
1970 Northwestern Ave.
Stillwater, MN 55082
Phone 651.275.8969
dan@cssurvey.net

CORNERSTONE LAND SURVEYING, INC.

FILE NAME SURVZZ339A
PROJECT NO. Z214339A

SITE/GRADING PLAN



IMPERVIOUS SURFACE AREA CALCULATION
Total lot area: 50,982 SF
Total existing impervious: 4,828 SF
New impervious: 2,617 SF
(garage, driveway, walkway, steps, retaining walls)
New impervious total: 7,445 SF
Per cent of total lot area: 14.6%
Maximum allowed (RS): 25%

New Garage for Bill and Valerie Brass

Site Plan

05/06/21 PERMIT SET **REVISED 6/29/21**

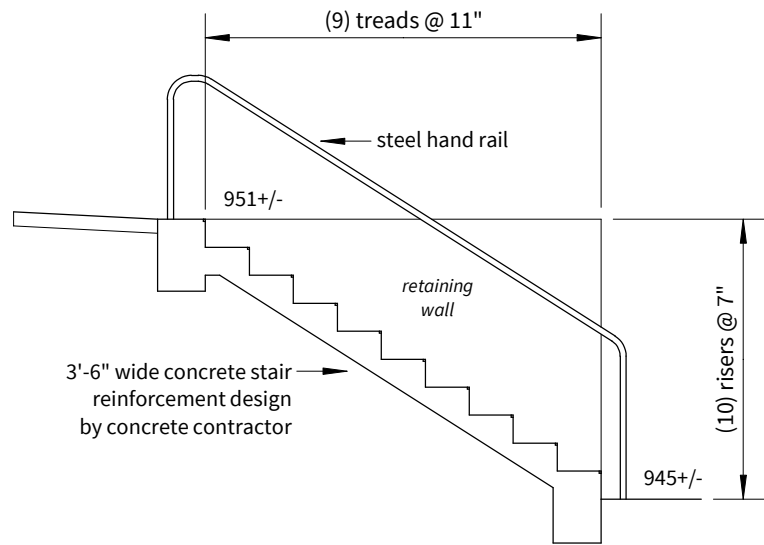
A1

Paul Ormseth Architect

75 5th St. W. STE 402
St. Paul, MN 55102
(651) 298-6789

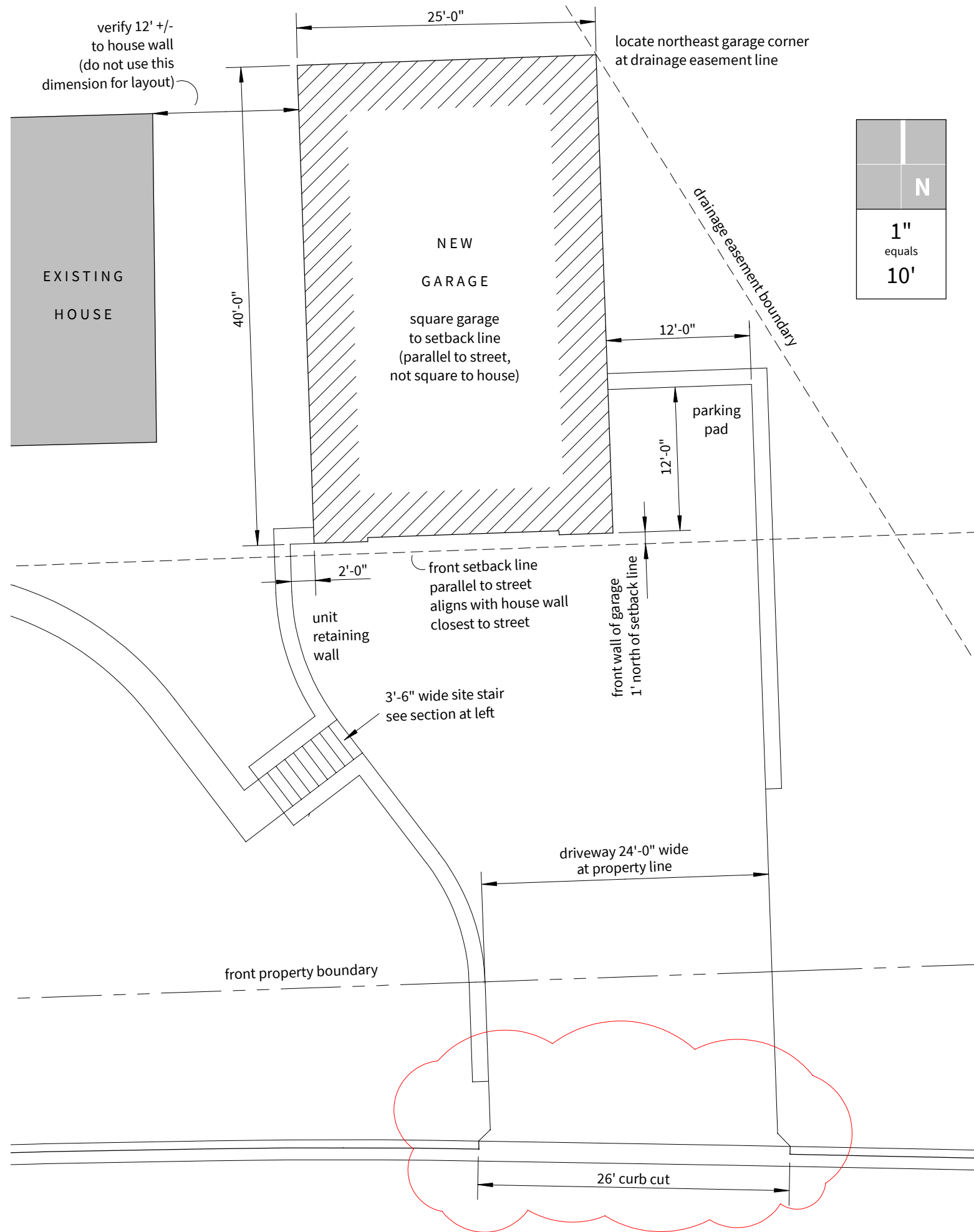
I hereby certify that this drawing, specification or report was prepared by me or under my direct supervision and that I am a duly registered architect under the laws of the State of Minnesota.

Paul Ormseth
Lic. No. 25731 Date 06/29/21



Site Stair Section

Scale: 1/4" = 1'-0"



New Garage for Bill and Valerie Brass

Site Layout

05/06/21 PERMIT SET **REVISED 6/29/21**

A3

I hereby certify that this drawing, specification or report was prepared by me or under my direct supervision and that I am a duly registered architect under the laws of the State of Minnesota.

Paul Ormseth

Lic. No. 25731 Date 06/29/21

Paul Ormseth Architect

75 5th St. W. STE 402
St. Paul, MN 55102
(651) 298-6789









**City of Lake Elmo Planning Commission
Meeting
Minutes of March 28, 2022**

Commission Chair Risner called to order the meeting of the Lake Elmo Planning Commission at 7:00 p.m.

COMMISSIONERS PRESENT: Risner, Steil, Mueller, Rehkamp, Vrieze

COMMISSIONERS ABSENT: Graen

STAFF PRESENT: Planning Director Just

Pledge of Allegiance at 7:00 PM

Approve Agenda:

M/S/P: Risner / Steil made a motion to amend the agenda, by removing 4-C : 11441 20th St CUP public hearing from the 3-28-22 agenda.

M/S/P: Steil/Rehkamp moved to approve the amended genda. **Vote: 5-0, motion carried unanimously.**

Approve Minutes:

M/S/P: Risner/Rehkamp moved to approve the Planning Commission minutes of March 14th, 2022. **Vote: 5-0, motion carried unanimously.**

Public Hearings:

a. 9404 Lake Jane Trail N. Variance to the side yard setback. The property owner has requested a 6-foot side yard setback variance. The applicant proposes to expand their living space by converting the current garage into living space and building a new garage addition directly in front of the existing garage. To build the addition along the existing driveway line, a 6-foot variance on the southwest side of the property is necessary. RS Zoning District, Shoreland Overlay Zone and Valley Branch Watershed District. PID: 1002921240014

Director Just gave staff presentation and answered questions.

Applicant Cassandra Banna (9604 Lake Jane Trail N)spoke regarding the reason for asking for the variance.

Commissioner Rahkamp asked if there were any additional options for the size of the garage to meet the existing set backs , Mrs Banna did say there was an option to build a 2 car garage instead of a 2.5 car garage.

No questions were asked for more clarification

Public hearing opened at 7:10 PM.

No comments.

Public hearing closed at 7:11 PM.

M/S/P: Steils/ Mueller moved to recommend approval of the request from Cassandra Banna for a 6-foot side yard setback variance for the property located at 9404 Lake Jane Trail N. **Vote: 5-0, motion carried unanimously.**

b. 8930 Jane Road N. Variance for a second driveway. The property owner has requested a variance to allow a second driveway on a residential lot. Only one driveway is allowed. RS Zoning District, Shoreland Overlay Zone and Valley Branch Watershed District. PID: 0902921110016

Director Just gave staff presentation and answered questions.

Applicant Bill & Valerie Brass (8930 Jane Road N) spoke clarifying the reasons for this variance, and explaining how this driveway will not impact neighbors and city.

Public hearing opened at 7:27 PM.

Lane Hinsperger (8883 Jane Road N) spoke in favor of issuing the variance.

Public hearing closed at 7:28 PM.

M/S/P: Mueller/ Vrieze moved to recommend approval of the request from Bill and Valerie Brass for a variance to pave a second curb cut on the property located at 8930 Jane Rd N. **Vote: 5-0, motion carried unanimously.**

c. Comprehensive Plan Amendment. The City of Lake Elmo is proposing an amendment to the City's 2040 Comprehensive Plan to expand the MUSA (Metropolitan Urban Service Area). This proposal is to change the existing MUSA boundary to include the existing homes in the Tapestry at Charlottes' Grove subdivision located north of Sunfish Lake Park and off of 45th Street North. The City is proposing this amendment to accommodate a sewer improvement project the City Council approved to provide city sanitary sewer to the 65 existing homes. The amendment also includes changes to the text of the Plan and to maps and tables in the City's Sanitary Sewer Plan to accommodate the expanded sanitary sewer area. This proposal does not include new development.

Director Just gave staff presentation and answered questions.

Public hearing opened at 7:41 PM.

No comments.

Public hearing closed at 7:42 PM.

M/S/P: Steils/ Rahkamp motioned to recommend approval of all necessary amendments to the 2040 Lake Elmo Comprehensive Plan (including those to the Land Use Plan and to Wastewater Service Plan) to add the existing 65 single-family properties in the Tapestry at Charlotte's Grove subdivision to the City's sanitary sewer area. **Vote: 5-0, motion carried unanimously.**

M/S/P: Mueller/ Vrieze moved to recommend approval of a Comprehensive Plan Amendment re-guiding the City's Land Use Plan for the Tapestry at Charlottes Grove subdivision from RAD(Rural Area Development) to RSFS (Rural Single Family Sewered) **Vote: 5-0, motion carried unanimously.**

New/Unfinished Business:

None.

Communications/Updates

- a. City Council Update
3-15-2022 – Tabled decision on One Energy Solar Farm CUP to April 5th, 2022
- b. Staff Updates - City Planner starts April 4th, 2022
- c. Upcoming PC Meetings:
 - 1. April 11, 2022
 - 2. April 25, 2022

Meeting adjourned at 7:46 PM.

Respectfully submitted,

Diane Wendt
Permit Technician

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

RESOLUTION NO. 2022-_____

***A RESOLUTION APPROVING THE REQUEST FROM BILL AND VALERIE BRASS FOR
A VARIANCE TO PAVE A SECOND CURB CUT (DRIVEWAY) ON THE PROPERTY
LOCATED AT 8930 JANE ROAD N***

WHEREAS, the City of Lake Elmo is a municipal corporation organized and existing under the laws of the State of Minnesota; and

WHEREAS, Bill and Valerie Brass (the “Applicants”), owners of the property located at 8930 Jane Road N – Parcel 09.029.21.11.0016, Lake Elmo, MN 55042 (the “Property”) have submitted an application to the City of Lake Elmo (the “City”) for a variance request to construct a second curb cut (driveway); and

WHEREAS, notice has been published, mailed, and posted pursuant to the Lake Elmo Zoning Code, Section 103.00.120; and

WHEREAS, the Lake Elmo Planning Commission held a public hearing on said matter on March 28, 2022; and

WHEREAS, the Lake Elmo Planning Commission has submitted its report and recommendation to the City Council as part of a Staff Memorandum dated April 19, 2022; and

WHEREAS, the City Council considered said matter at its April 19, 2022 meeting and directed City staff to draft a resolution approving the variance for its consideration; and

NOW, THEREFORE, based on the testimony elicited and information received, the City Council makes the following:

FINDINGS

- 1) That the procedures for obtaining a variance are found in Section 103.00.120 of the Lake Elmo Zoning Code.
- 2) That all submission requirements of Section 103.00.120 of the Lake Elmo Zoning Code have been met by the Applicant.
- 3) That the proposed variance includes the following components:
 - a) The property would include two curb cuts (driveway) connecting to Jane Road N. Section 9.16.090 of the Lake Elmo City Code limits the number of curb cuts to one per

dwelling unit in residential districts. Up to two curb cuts may be allowed when neither access is onto a collector or arterial street, when there is a minimum of 40 feet of spacing between driveway curb radii, and when the total width of both driveways does not exceed 26 feet. Because the proposed driveway is 24 feet across and the existing driveway is 22.6 feet across, the applicant is asking for a variance to finish paving the newly constructed driveway by adding a second curb cut on the property.

- 4) **Practical Difficulties** as used in connection with the granting of a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by an official control:

The applicant is unable to connect the newly constructed driveway from the garage addition to the existing driveway due to the topography of the parcel. A hill and retaining wall currently separate the two driveways (see attached photos for reference). The applicant chose to construct the garage addition on the east side of the property, downhill from the existing driveway, due to the presence of mature pine trees on the west side of the property. To construct the garage on the west side of the property, where the applicant would have been able to connect the newly constructed driveway to the existing driveway using one curb cut, the applicant would have needed to remove natural stone retaining walls and relocated the current electrical service on the property. Without the addition of the second curb cut at the end of the newly constructed driveway, the property owners would run into issues with rocks and mud, especially during periods of rain and snow melt.

- 5) **Unique Circumstances** the plight of the landowner is due to circumstances not created by the landowner:

The subject property is located on a hill, putting the east side of the property downhill from the west side. This topography prevents the applicant from connecting the newly constructed driveway to the existing driveway at a single curb cut entrance point. The garage addition was constructed downhill from the main dwelling, on the east side of the property, due to the location of natural stone retaining walls, mature pine trees, and electrical equipment on the west side of the property.

- 6) **Character of Locality** the proposed variance will not alter the essential character of the locality in which the property in question is located:

The proposed second curb cut connecting to the newly constructed driveway will not alter the character of the surrounding neighborhood. The driveway is already constructed, and the applicant is now requesting a variance to pave a second curb cut at the end of the driveway.

- 7) **Adjacent Properties and Traffic** the proposed variance will not impair an adequate supply of light and air to properties adjacent to the property in question or substantially

increase the congestion of the public streets or substantially diminish or impair property values within the neighborhood:

The proposed variance does not impair adjacent properties. The second curb cut will be located approximately 80 feet from east property line. In general, the Engineering Department of Lake Elmo discourages multiple driveway access points in residential neighborhoods. Additional curb cuts result in higher city reconstruction and maintenance costs and create more conflict points between vehicles.

DECISION

NOW, THEREFORE, BE IT FURTHER RESOLVED, and based upon the information received and the above Findings, that the City Council of the City of Lake Elmo hereby approves the request by Bill and Valerie Brass for a variance request to pave a second curb cut (driveway) on the property located at 8930 Jane Road N.

Passed and duly adopted this 19th day of April, 2022 by the City Council of the City of Lake Elmo, Minnesota.

Mayor Charles Cadenhead

ATTEST:

Julie Johnson, City Clerk



STAFF REPORT

DATE: May 17, 2022

REGULAR

AGENDA ITEM: Accept Bids and Award Contract for the Tapestry Sanitary Sewer Extension.
Declare Costs to be Assessed and Call for Hearing on Proposed Assessment.

SUBMITTED BY: Jack Griffin, City Engineer

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

ISSUE BEFORE COUNCIL: Should the City Council accept bids and award a contract for the Tapestry Sanitary Sewer Extension? Should the City Council call a final assessment hearing for the improvements to be held on June 7, 2022?

BACKGROUND: On November 16, 2021, the City Council ordered the improvements for the Tapestry Sanitary Sewer Extension. The project was initiated in response to a petition by 56 of the 65 property owners located in the neighborhood. On March 1, 2022, the City Council approved the plans and specifications for the Project 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 Tapestry Sanitary Sewer Extension project extends municipal sanitary sewer service to replace the private HOA owned community wastewater treatment system for the 65 residential properties in the subdivision. The project includes a new city-owned lift station and approximately 2,400 feet of sanitary sewer forcemain. The proposed forcemain will extend and connect to the existing 10-inch gravity sewer system located in the adjacent Hamlet on Sunfish Lake neighborhood. The forcemain will be routed generally through HOA Outlots using directional drilling to avoid or minimize construction impacts and disturbance to the public streets. Once completed, the project will receive and dispose of the subdivision's wastewater to the public sewer system allowing the HOA to proceed with decommissioning their community treatment system (not part of the scope of improvements for this project).

City staff worked with the design engineer to upsize the lift station structure, mechanical systems, and forcemain to incorporate additional system capacity. This additional capacity will provide the City future flexibility to provide access to municipal sanitary sewer to additional service areas beyond and in the vicinity of the Tapestry neighborhood should public sewer service be needed beyond this neighborhood. The oversize costs associated with the increased capacity would be paid directly from the City sewer enterprise fund.

The City also performed a condition assessment of the existing, privately owned, sanitary sewer collection system in the Tapestry neighborhood. This review was performed in the fall of 2021 through the spring of 2022. The purpose of the review was to investigate the condition of the existing conveyance system and to identify any repairs that would be deemed necessary prior to, or conjunction with, the city installing a publicly owned lift station and forcemain that would discharge the neighborhood's wastewater to the public sewer system. The condition assessment identified two leaking manhole structures for immediate repair.

Both repairs were incorporated into the construction documents and project scope for this improvement project. The condition assessment further identified recommended sewer system repairs before the city would assume ownership and maintenance of the private sanitary sewer collection system. These additional repairs were not deemed to be needed immediately and would be most cost effectively repaired in conjunction with a street improvement project in the neighborhood. Therefore, the conveyance system repairs, and consideration by the city to assume ownership and maintenance of the private HOA collection system, should be deferred until the neighborhood streets are improved. The findings and recommendations of the sewer system condition assessment has been communicated to the HOA for informational purposes.

PROPOSAL DETAILS/ANALYSIS: Bids were received and opened electronically on April 19, 2022. The City received 5 bids for this project, with A-1 Excavating, LLC providing the lowest bid in the amount of \$795,795.00. Contractor references for A-1 Excavating 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, A-1 Excavating, LLC as outlined in the attached letter.

Consistent with the recommendations and findings outlined in the feasibility report, the sanitary sewer improvements and city connection fees are proposed to be assessed to the benefitting properties. Special assessments are levied in accordance with Minnesota Statutes Chapter 429 and the City's Special Assessment Policy. As part of the assessment procedures, the Council must declare the amount to be assessed against the benefitting properties and Call the Hearing on the Proposed Assessment. The Final Assessment Hearing is proposed for June 7, 2022. The Final Assessment Roll must be certified to the County Auditor by November 15, 2022. Staff has enclosed a proposed final assessment roll. There are 65 benefitting properties that will be connected to the public sewer system.

FISCAL IMPACT: Approval of this resolution commits the council to enter into a construction contract for the Tapestry Sanitary Sewer Extension improvements. The total post-bid estimated project cost is \$1,547,000, including \$1,163,500 for the proposed sanitary sewer improvements, \$260,000 in City connection fees, and \$123,500 in City oversize cost recovery fees.

The project will be funded through a combination of special assessments (\$1,521,000) and City cost contributions for sewer oversizing (\$26,000). The proposed final assessment to for each of the 65 residential properties will be \$23,400 which is consistent with the feasibility report previously adopted. The sanitary sewer assessments will be levied over a 20-year period. Assessments would be charged an interest rate of 4.75%.

In addition to the improvement costs and city connection fees, each property connecting to the public sewer system must pay a \$2,485 Met Council Sewer Availability Charge (SAC). The Feasibility Report for the project identified this fee to be paid in full from the HOA for all properties, in the amount of \$161,525, prior to awarding a construction contract. The HOA has been notified that the council will consider awarding a contract at the May17 council meeting, and the HOA has indicated that payment will be made prior to the meeting.

RECOMMENDATION: Staff is recommending that the City Council approve a resolution accepting bids and awarding a contract to A-1 Excavating, LLC in the low bid amount of \$795,795.00 for the Tapestry Sanitary Sewer Extension. The recommended motion for this action is as follows:

“Move to approve Resolution No. 2022–049, accepting bids and awarding a contract to A-1 Excavating, LLC in the amount of \$795,795.00 for the Tapestry Sanitary Sewer Extension.”

Staff is also recommending that the City Council approve a Resolution Declaring Costs to be Assessed and Calling for the Hearing on the Proposed Assessment. The recommended motion for this action is as follows:

“Move to approve Resolution No. 2022-050, Declaring Costs to be Assessed and Calling for the Hearing on the Proposed Assessment for the Tapestry Sanitary Sewer Extension.”

ATTACHMENTS:

1. Resolution Accepting Bids and Awarding a Contract for the Tapestry Sanitary Sewer Extension.
2. Letter of Award Recommendation and Tabulation of Bids.
3. Resolution Declaring Cost to be Assessed and Calling for Hearing on Proposed Assessment.
4. Notice of Hearing on Proposed Assessment.
5. Final Assessment Roll.
6. Project Schedule.
7. HOA Sanitary Sewer Collection System - Summary Condition Assessment Report.

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

RESOLUTION NO. 2022-049

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

WHEREAS, pursuant to an advertisement for bids for the Tapestry 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, A-1 Excavating, LLC for the bid amount of \$795,795.00.

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 SEVENTEENTH DAY OF
MAY, 2022.**

CITY OF LAKE ELMO

(Seal)
ATTEST:

Julie Johnson
City Clerk

By: _____
Charles Cadenhead
Mayor



Real People. Real Solutions.

3507 High Point Drive North
Bldg. 1 Suite E130
Oakdale, MN 55128

Ph: (651) 704-9970
Bolton-Menk.com

April 28, 2022

Jack Griffin, P.E.
City Engineer
City of Lake Elmo
3880 Laverne Avenue N Suite 100
Lake Elmo, Minnesota 55042

RE: Tapestry Sanitary Sewer Extension Improvements
City of Lake Elmo, MN
City Project No. 2020.119
BMI Project No. 0N1.125011

Dear Mr. Griffin,

Attached is the bid abstract for the project referenced above. Five (5) bids were received at 10:00 a.m. on Tuesday, April 19, 2022. The following is a summary of the bids received:

Bidder	Total Bid
A-1 Excavating, LLC	\$795,795.00
Pember Companies, Inc.	\$844,102.75
Northdale Construction Company, Inc.	\$891,185.34
Geislinger & Sons	\$912,998.00
Meyer Contracting Inc.	\$951,423.98

We have reviewed the bids and recommend awarding this bid to A-1 Excavating, LLC Inc. in the amount of \$795,795.00.

Sincerely,

Bolton & Menk, Inc.

Michael R. Warner, P.E.
Principal Engineer

Enclosure

ABSTRACT OF BIDS

TAPESTRY SANITARY SEWER EXTENSION IMPROVEMENTS

CITY PROJECT NO. 2020.119

CITY OF LAKE ELMO, MN

BID DATE: APRIL 19, 2022 AT 10:00 AM

1

2

3

A-1 EXCAVATING, LLC					PEMBER COMPANIES, INC.		NORTHDALE CONSTRUCTION CO., INC.		
NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID									
1	MOBILIZATION	LS	1	\$70,450.00	\$70,450.00	\$37,865.00	\$37,865.00	\$24,075.00	\$24,075.00
2	TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$1,995.00	\$1,995.00
3	INLET PROTECTION	EA	3	\$140.00	\$420.00	\$130.00	\$390.00	\$300.00	\$900.00
4	SILT FENCE, MACHINE SLICED	LF	735	\$2.00	\$1,470.00	\$2.20	\$1,617.00	\$3.15	\$2,315.25
5	SEDIMENT CONTROL LOG, TYPE WOOD FIBER	LF	70	\$8.00	\$560.00	\$4.60	\$322.00	\$7.35	\$514.50
6	CLEARING	EA	13	\$400.00	\$5,200.00	\$300.00	\$3,900.00	\$299.25	\$3,890.25
7	GRUBBING	EA	4	\$400.00	\$1,600.00	\$320.00	\$1,280.00	\$315.00	\$1,260.00
8	CLEAR BRUSH	SY	20	\$30.00	\$600.00	\$15.90	\$318.00	\$15.75	\$315.00
9	REMOVE SANITARY SEWER PIPE	LF	105	\$12.00	\$1,260.00	\$9.50	\$997.50	\$10.00	\$1,050.00
10	CONSTRUCT INVERT	EA	1	\$3,200.00	\$3,200.00	\$2,535.00	\$2,535.00	\$3,537.50	\$3,537.50
11	BYPASS PUMPING	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00
12	CORE DRILL CONNECTION TO EXISTING STRUCTURE	EA	1	\$8,100.00	\$8,100.00	\$4,500.00	\$4,500.00	\$6,735.00	\$6,735.00
13	CONNECT TO EXISTING 8" SANITARY SEWER	EA	1	\$100.00	\$100.00	\$500.00	\$500.00	\$6,023.65	\$6,023.65
14	CONNECT TO EXISTING 10" SANITARY SEWER	EA	1	\$6,100.00	\$6,100.00	\$5,500.00	\$5,500.00	\$12,268.75	\$12,268.75
15	DUCTILE IRON FITTINGS	LBS	270	\$18.00	\$4,860.00	\$27.50	\$7,425.00	\$21.64	\$5,842.80
16	COAT MANHOLE	EA	1	\$7,388.00	\$7,388.00	\$7,040.00	\$7,040.00	\$7,035.00	\$7,035.00
17	SEAL MANHOLE JOINT	EA	2	\$1,950.00	\$3,900.00	\$1,855.00	\$3,710.00	\$1,837.50	\$3,675.00
18	6" HDPE SANITARY FORCEMAIN, DIRECTIONAL DRILL	LF	2,390	\$44.00	\$105,160.00	\$56.00	\$133,840.00	\$53.90	\$128,821.00
19	8" PVC SANITARY SEWER PIPE, SDR 26	LF	172	\$112.00	\$19,264.00	\$195.00	\$33,540.00	\$145.57	\$25,038.04
20	4' DIAMETER SANITARY AIR RELEASE MANHOLE, INCL CASTING AND RINGS	EA	1	\$17,850.00	\$17,850.00	\$21,000.00	\$21,000.00	\$21,063.95	\$21,063.95
21	4' DIAMETER SANITARY MANHOLE, INCL CASTING AND RINGS	EA	1	\$12,500.00	\$12,500.00	\$15,000.00	\$15,000.00	\$11,637.50	\$11,637.50

ABSTRACT OF BIDS

TAPESTRY SANITARY SEWER EXTENSION IMPROVEMENTS

CITY PROJECT NO. 2020.119

CITY OF LAKE ELMO, MN

BID DATE: APRIL 19, 2022 AT 10:00 AM

1

2

3

A-1 EXCAVATING, LLC					PEMBER COMPANIES, INC.		NORTHDALE CONSTRUCTION CO., INC.		
NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
22	REMOVE EXISTING LIFT STATION COMPONENTS	LS	1	\$10,000.00	\$10,000.00	\$3,200.00	\$3,200.00	\$12,000.00	\$12,000.00
23	REPLACE EXISTING LIFT STATION TOP SECTION, FURNISH & INSTALL CASTING	EA	1	\$5,800.00	\$5,800.00	\$5,750.00	\$5,750.00	\$7,612.50	\$7,612.50
24	FURNISH AND INSTALL STEPS IN EXISTING LIFT STATION	EA	14	\$200.00	\$2,800.00	\$95.00	\$1,330.00	\$250.00	\$3,500.00
25	TELEVISION	LF	172	\$8.00	\$1,376.00	\$6.00	\$1,032.00	\$5.25	\$903.00
26	LIFT STATION	LS	1	\$414,866.00	\$414,866.00	\$445,000.00	\$445,000.00	\$456,410.00	\$456,410.00
27	OFF ROAD STRUCTURE MARKER	EA	4	\$180.00	\$720.00	\$310.00	\$1,240.00	\$500.00	\$2,000.00
28	SALVAGE AND REINSTALL 18" CPP STORM SEWER PIPE	LF	60	\$61.00	\$3,660.00	\$81.00	\$4,860.00	\$85.71	\$5,142.60
29	SALVAGE AND REINSTALL STORM SEWER STRUCTURE	EA	1	\$400.00	\$400.00	\$1,300.00	\$1,300.00	\$6,000.00	\$6,000.00
30	SAWCUT BITUMINOUS PAVEMENT	LF	50	\$5.00	\$250.00	\$3.20	\$160.00	\$5.00	\$250.00
31	SAWCUT CONCRETE PAVEMENT	LF	15	\$10.00	\$150.00	\$5.00	\$75.00	\$7.50	\$112.50
32	REMOVE AND DISPOSE OF EXISTING BITUMINOUS PAVEMENT	SY	275	\$9.00	\$2,475.00	\$7.50	\$2,062.50	\$10.00	\$2,750.00
33	REMOVE AND DISPOSE OF EXISTING CONCRETE WALK	SF	200	\$3.00	\$600.00	\$1.50	\$300.00	\$2.00	\$400.00
34	REMOVE FENCE	LF	200	\$6.00	\$1,200.00	\$4.65	\$930.00	\$20.00	\$4,000.00
35	EXCAVATION - COMMON (EV) (P)	CY	440	\$18.00	\$7,920.00	\$33.00	\$14,520.00	\$50.00	\$22,000.00
36	AGGREGATE BASE, CLASS 6	TN	325	\$22.00	\$7,150.00	\$36.75	\$11,943.75	\$26.45	\$8,596.25
37	SELECT GRANULAR BORROW	TN	440	\$17.00	\$7,480.00	\$24.80	\$10,912.00	\$21.59	\$9,499.60
38	TYPE SP 9.5 BITUMINOUS WEARING COURSE MIXTURE (2,B)	TN	140	\$140.00	\$19,600.00	\$132.20	\$18,508.00	\$134.40	\$18,816.00
39	BITUMINOUS MATERIAL FOR TACK COAT	GAL	50	\$7.00	\$350.00	\$7.40	\$370.00	\$1.89	\$94.50
40	4" CONCRETE WALK	SF	200	\$12.00	\$2,400.00	\$6.25	\$1,250.00	\$18.30	\$3,660.00
41	6" CONCRETE LIFT STATION PAD	SY	72	\$108.00	\$7,776.00	\$92.00	\$6,624.00	\$203.25	\$14,634.00
42	TOPSOIL BORROW (LV)	CY	300	\$1.00	\$300.00	\$55.00	\$16,500.00	\$76.88	\$23,064.00
43	SEED MIXTURE 25-151 & HYDRAULIC MULCH	SY	300	\$6.00	\$1,800.00	\$2.15	\$645.00	\$5.25	\$1,575.00

ABSTRACT OF BIDS

TAPESTRY SANITARY SEWER EXTENSION IMPROVEMENTS

CITY PROJECT NO. 2020.119

CITY OF LAKE ELMO, MN

BID DATE: APRIL 19, 2022 AT 10:00 AM

1

2

3

A-1 EXCAVATING, LLC						PEMBER COMPANIES, INC.		NORTHDALE CONSTRUCTION CO., INC.	
NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
44	SEED MIXTURE 35-241 & EROSION CONTROL BLANKET	SY	2,540	\$6.00	\$15,240.00	\$2.15	\$5,461.00	\$2.68	\$6,807.20
45	STREET SWEEPER WITH PICK UP BROOM	HR	10	\$150.00	\$1,500.00	\$135.00	\$1,350.00	\$136.50	\$1,365.00
TOTAL BASE BID					\$795,795.00		\$844,102.75		\$891,185.34

ABSTRACT OF BIDS

TAPESTRY SANITARY SEWER EXTENSION IMPROVEMENTS

CITY PROJECT NO. 2020.119

CITY OF LAKE ELMO, MN

BID DATE: APRIL 19, 2022 AT 10:00 AM

4

5

GEISLINGER & SONS						MEYER CONTRACTING INC.	
NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID							
1	MOBILIZATION	LS	1	\$40,000.00	\$40,000.00	\$50,000.00	\$50,000.00
2	TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00	\$1,900.00	\$1,900.00
3	INLET PROTECTION	EA	3	\$150.00	\$450.00	\$175.00	\$525.00
4	SILT FENCE, MACHINE SLICED	LF	735	\$3.00	\$2,205.00	\$3.95	\$2,903.25
5	SEDIMENT CONTROL LOG, TYPE WOOD FIBER	LF	70	\$6.00	\$420.00	\$8.00	\$560.00
6	CLEARING	EA	13	\$350.00	\$4,550.00	\$284.61	\$3,699.93
7	GRUBBING	EA	4	\$350.00	\$1,400.00	\$300.00	\$1,200.00
8	CLEAR BRUSH	SY	20	\$20.00	\$400.00	\$15.00	\$300.00
9	REMOVE SANITARY SEWER PIPE	LF	105	\$10.00	\$1,050.00	\$23.37	\$2,453.85
10	CONSTRUCT INVERT	EA	1	\$2,500.00	\$2,500.00	\$2,853.22	\$2,853.22
11	BYPASS PUMPING	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
12	CORE DRILL CONNECTION TO EXISTING STRUCTURE	EA	1	\$1,000.00	\$1,000.00	\$1,575.35	\$1,575.35
13	CONNECT TO EXISTING 8" SANITARY SEWER	EA	1	\$7,000.00	\$7,000.00	\$1,016.35	\$1,016.35
14	CONNECT TO EXISTING 10" SANITARY SEWER	EA	1	\$7,000.00	\$7,000.00	\$6,292.47	\$6,292.47
15	DUCTILE IRON FITTINGS	LBS	270	\$11.00	\$2,970.00	\$42.63	\$11,510.10
16	COAT MANHOLE	EA	1	\$7,000.00	\$7,000.00	\$9,250.00	\$9,250.00
17	SEAL MANHOLE JOINT	EA	2	\$1,750.00	\$3,500.00	\$2,900.00	\$5,800.00
18	6" HDPE SANITARY FORCEMAIN, DIRECTIONAL DRILL	LF	2,390	\$65.00	\$155,350.00	\$67.10	\$160,369.00
19	8" PVC SANITARY SEWER PIPE, SDR 26	LF	172	\$100.00	\$17,200.00	\$230.73	\$39,685.56
20	4' DIAMETER SANITARY AIR RELEASE MANHOLE, INCL CASTING AND RINGS	EA	1	\$17,500.00	\$17,500.00	\$26,960.28	\$26,960.28
21	4' DIAMETER SANITARY MANHOLE, INCL CASTING AND RINGS	EA	1	\$11,000.00	\$11,000.00	\$15,867.99	\$15,867.99

ABSTRACT OF BIDS

TAPESTRY SANITARY SEWER EXTENSION IMPROVEMENTS

CITY PROJECT NO. 2020.119

CITY OF LAKE ELMO, MN

BID DATE: APRIL 19, 2022 AT 10:00 AM

4

5

GEISLINGER & SONS					MEYER CONTRACTING INC.		
NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
22	REMOVE EXISTING LIFT STATION COMPONENTS	LS	1	\$1,000.00	\$1,000.00	\$5,333.58	\$5,333.58
23	REPLACE EXISTING LIFT STATION TOP SECTION, FURNISH & INSTALL CASTING	EA	1	\$2,500.00	\$2,500.00	\$4,044.33	\$4,044.33
24	FURNISH AND INSTALL STEPS IN EXISTING LIFT STATION	EA	14	\$300.00	\$4,200.00	\$476.41	\$6,669.74
25	TELEVISION	LF	172	\$14.00	\$2,408.00	\$12.16	\$2,091.52
26	LIFT STATION	LS	1	\$528,000.00	\$528,000.00	\$470,000.00	\$470,000.00
27	OFF ROAD STRUCTURE MARKER	EA	4	\$75.00	\$300.00	\$236.13	\$944.52
28	SALVAGE AND REINSTALL 18" CPP STORM SEWER PIPE	LF	60	\$20.00	\$1,200.00	\$93.16	\$5,589.60
29	SALVAGE AND REINSTALL STORM SEWER STRUCTURE	EA	1	\$500.00	\$500.00	\$2,892.34	\$2,892.34
30	SAWCUT BITUMINOUS PAVEMENT	LF	50	\$5.00	\$250.00	\$8.00	\$400.00
31	SAWCUT CONCRETE PAVEMENT	LF	15	\$6.00	\$90.00	\$24.00	\$360.00
32	REMOVE AND DISPOSE OF EXISTING BITUMINOUS PAVEMENT	SY	275	\$5.00	\$1,375.00	\$5.92	\$1,628.00
33	REMOVE AND DISPOSE OF EXISTING CONCRETE WALK	SF	200	\$2.00	\$400.00	\$1.02	\$204.00
34	REMOVE FENCE	LF	200	\$4.00	\$800.00	\$9.23	\$1,846.00
35	EXCAVATION - COMMON (EV) (P)	CY	440	\$17.00	\$7,480.00	\$26.58	\$11,695.20
36	AGGREGATE BASE, CLASS 6	TN	325	\$22.00	\$7,150.00	\$39.92	\$12,974.00
37	SELECT GRANULAR BORROW	TN	440	\$20.00	\$8,800.00	\$26.25	\$11,550.00
38	TYPE SP 9.5 BITUMINOUS WEARING COURSE MIXTURE (2,B)	TN	140	\$130.00	\$18,200.00	\$124.64	\$17,449.60
39	BITUMINOUS MATERIAL FOR TACK COAT	GAL	50	\$2.00	\$100.00	\$7.00	\$350.00
40	4" CONCRETE WALK	SF	200	\$17.00	\$3,400.00	\$16.00	\$3,200.00
41	6" CONCRETE LIFT STATION PAD	SY	72	\$140.00	\$10,080.00	\$165.00	\$11,880.00
42	TOPSOIL BORROW (LV)	CY	300	\$41.00	\$12,300.00	\$45.51	\$13,653.00
43	SEED MIXTURE 25-151 & HYDRAULIC MULCH	SY	300	\$3.00	\$900.00	\$7.63	\$2,289.00

ABSTRACT OF BIDS

TAPESTRY SANITARY SEWER EXTENSION IMPROVEMENTS

CITY PROJECT NO. 2020.119

CITY OF LAKE ELMO, MN

BID DATE: APRIL 19, 2022 AT 10:00 AM

4

5

GEISLINGER & SONS						MEYER CONTRACTING INC.	
NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
44	SEED MIXTURE 35-241 & EROSION CONTROL BLANKET	SY	2,540	\$3.00	\$7,620.00	\$5.18	\$13,157.20
45	STREET SWEEPER WITH PICK UP BROOM	HR	10	\$145.00	\$1,450.00	\$150.00	\$1,500.00
TOTAL BASE BID					\$912,998.00		\$951,423.98

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

**RESOLUTION NO. 2022-050
A RESOLUTION DECLARING COST TO BE ASSESSED AND CALLING
HEARING ON PROPOSED ASSESSMENT FOR THE
TAPESTRY SANITARY SEWER EXTENSION**

WHEREAS, estimated total project costs have been calculated for the Tapestry Sanitary Sewer Extension improvements; and

WHEREAS, the total cost of the improvements will be \$1,547,000.

WHEREAS, the City Clerk and City Engineer have prepared the proposed assessment roll and will maintain said assessment roll on file in the City offices for public inspection.

NOW, THEREFORE, BE IT RESOLVED,

1. The portion of the cost of such sanitary sewer extension improvements to be covered by the City is hereby declared to be \$26,000 and the portion of the cost to be assessed against benefited property owners is declared to be \$1,521,000.
2. The City Clerk, with the assistance of the City Engineer, has calculated the proper amount to be specially assessed for such improvements against every assessable lot, piece or parcel of land to be benefited by the improvements, and the Clerk has filed a copy of such proposed assessment in the City offices for public inspection.
3. Assessments shall be payable in equal annual installments extending over 20 years, the first of the installments to be payable on or before the first Monday in January, 2023 and shall bear interest at the rate of 4.75 percent per annum from the date of the adoption of the assessment resolution.
4. A public hearing shall be held on the 7th day of June, 2022, in the Council Chambers of the City Hall at or approximately after 7:00 P.M. to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
5. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and she shall state in the notice the total cost of the improvement. She shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearings.
6. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the entire assessment on such property, with interest accrued to the date of payment, to the City Clerk. No interest shall be charged if the entire assessment is paid within 30 days from the adoption of this assessment. A property owner may at any time thereafter, pay to the City Clerk the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment

is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

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

CITY OF LAKE ELMO

By: _____
Charles Cadenhead
Mayor

(Seal)
ATTEST:

Julie Johnson
City Clerk

CITY OF LAKE ELMO
NOTICE OF HEARING ON PROPOSED ASSESSMENT
TAPESTRY SANITARY SEWER EXTENSION

Notice is hereby given that the City Council of Lake Elmo will conduct a public hearing on **Tuesday, June 7, 2022** at, or approximately after, 7:00 P.M. to consider, and possibly adopt, the proposed assessment against abutting properties for the Tapestry Sanitary Sewer Extension improvements. Adoption by the Council of the proposed assessment may occur at the hearing. The following describes the area proposed to be assessed:

The area proposed to be assessed for these improvements include each of the 65 residential properties connected to the existing Tapestry at Charlottes Grove HOA sewer conveyance and community wastewater treatment system. The improvements include the extension of municipal sanitary sewer to the Tapestry at Charlottes Grove subdivision. A city owned lift station and forcemain conveyance system will be constructed to replace the community wastewater treatment system by receiving the subdivisions sewer discharge and directing the wastewater to the public sewer system.

You may at any time prior to certification of the assessment to the county auditor on November 15, 2022, pay the entire assessment on such property to the City Clerk with interest accrued to the date of payment. No interest shall be charged if the entire assessment is paid to the City Clerk prior to July 7, 2022. You may at any time thereafter, pay to the City Clerk the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 (for the assessment to be certified to County Auditor) or interest will be charged through December 31 of the succeeding year. If you decide not to prepay the assessment before the date given above the rate of interest that will apply is 4.75 percent per year.

Once assessments are certified to the County, the assessments are payable in equal annual installments extending over a period of 20 years, the first of the installments to be payable on or before the first Monday in January 2023 and will bear interest at the rate of 4.75 percent per annum from the date of adoption of the assessment resolution. To the first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2022. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

The proposed assessment roll is on file for public inspection at the City Clerk's office. The total amount of the proposed sanitary sewer assessment is \$23,400. The total project costs for the sanitary sewer improvements is \$1,547,000. Written or oral objections will be considered at the meeting. No appeal may be taken as to the amount of an assessment unless a written objection signed by the affected property owner is filed with the municipal clerk prior to the assessment hearing or presented to the presiding officer at the

hearing. The Council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

An owner may appeal an assessment to district court pursuant to Minnesota Statutes, Section 429.081 by serving notice of the appeal upon the Mayor or Clerk within 30 days after the adoption of the assessment and filing such notice with the district court within ten days after service upon the Mayor or Clerk.

The City Council is authorized in its discretion to defer the payment of an assessment for any homestead property owned by a person for whom it would be a hardship to make payment if the owner is 65 years of age or older and/or the owner is a person retired by virtue of a permanent and total disability or by a person who is a member of the Minnesota National Guard or other military reserves who is ordered into active military service, as defined in section 190.05 subdivision 5b or 5c, as stated in the person's military orders, for whom it would be a hardship to make the payments. The owner must request a deferment of the assessment at or before the public hearing at which the assessment is adopted and make application on forms prescribed by the City Clerk within 30 days after the adoption.

Notwithstanding the standards and guidelines established by the City for determining a hardship, a deferment of an assessment may be obtained pursuant to Minnesota Statutes Section 435.193.

DATED: May 17, 2022

BY ORDER OF THE LAKE ELMO CITY COUNCIL

Charles Cadenhead, Mayor

(Published in the Stillwater Gazette on May 20, 2022)

NO.	NAME	ADDRESS	MAILING ADDRESS	PID	SANITARY SEWER ASSESSMENT
1	CARNEY CHAD M & KATIE L CARNEY	9906 TAPESTRY RD	9906 TAPESTRY RD LAKE ELMO MN 55042	1002921410013	\$23,400
2	NIGHTINGALE MICHAEL & PAM S	9954 TAPESTRY RD	9954 TAPESTRY RD LAKE ELMO MN 55042	1002921410014	\$23,400
3	METZGER GREGORY J & ANJA K	9986 TAPESTRY RD	9986 TAPESTRY RD LAKE ELMO MN 55042	1002921410015	\$23,400
4	JESSE W & PAMELA M HARTLEY LIVING TRS	10010 TAPESTRY RD	10010 TAPESTRY RD LAKE ELMO MN 55042	1102921320006	\$23,400
5	LESTER JOHN & LINDSAY FAHRNER TRS	10024 TAPESTRY RD	10024 TAPESTRY RD LAKE ELMO MN 55042	1102921320007	\$23,400
6	ZIMICK CHRISTOPHER T & MEAGAN A ZIMICK	10042 TAPESTRY RD	10042 TAPESTRY RD LAKE ELMO MN 55042	1102921320008	\$23,400
7	COX TRACI & NATHAN	10064 TAPESTRY RD	10064 TAPESTRY RD LAKE ELMO MN 55042	1102921320009	\$23,400
8	SQUIRES JEREMY T & EDITE V	10080 TAPESTRY RD	10080 TAPESTRY RD LAKE ELMO MN 55042	1102921320010	\$23,400
9	OSTEN DAVID W & CATHERINE H	9901 TAPESTRY GRV	9901 TAPESTRY GRV LAKE ELMO MN 55042	1002921410026	\$23,400
10	HACKLEY ROBERT & SUZANNE LAJOIE	9915 TAPESTRY GRV	9915 TAPESTRY GRV LAKE ELMO MN 55042	1002921410025	\$23,400
11	CARLSON NEAL J	9927 TAPESTRY GRV	9927 TAPESTRY GRV LAKE ELMO MN 55042	1002921410024	\$23,400
12	HATHAWAY CHARLES D & KATHLEEN C BERNARD	9949 TAPESTRY GRV	9949 TAPESTRY GRV LAKE ELMO MN 55042	1102921410023	\$23,400
13	WANAT MATT & ERIN	9971 TAPESTRY GRV	9971 TAPESTRY GRV LAKE ELMO MN 55042	1002921410022	\$23,400
14	SMITHBERG JON & CHRISTINE	9997 TAPESTRY GRV	9997 TAPESTRY GRV LAKE ELMO MN 55042	1002921410021	\$23,400
15	HOLMGREN LEAH M	10029 TAPESTRY GRV	10029 TAPESTRY GRV LAKE ELMO MN 55042	1102921320030	\$23,400
16	BILOT DANIEL A	10114 TAPESTRY BND	10114 TAPESTRY BND LAKE ELMO MN 55042	1102921320023	\$23,400
17	JOHNSON NICOLE & JOSHUA GILES	10118 TAPESTRY BND	10118 TAPESTRY BND LAKE ELMO MN 55042	1102921320024	\$23,400
18	HAUGEN JONATHAN K & ALYSSA A	10138 TAPESTRY BND	10138 TAPESTRY BND LAKE ELMO MN 55042	1102921320025	\$23,400
19	SULLIVAN PETER W & WENDY A	10150 TAPESTRY BND	10150 TAPESTRY BND LAKE ELMO MN 55042	1102921320026	\$23,400
20	JOHNSON JEFFREY J & AMANDA S	10168 TAPESTRY BND	10168 TAPESTRY BND LAKE ELMO MN 55042	1102921320027	\$23,400
21	RED DENIM FAMILY TRS	10220 TAPESTRY BND	PO BOX 25066 WOODBURY MN 55125	1102921320028	\$23,400
22	FOSTER SCOTT E & BONITA M	10278 TAPESTRY BND	10278 TAPESTRY BND LAKE ELMO MN 55042	1102921320011	\$23,400
23	MARLENE E DYER & JEREMY J DYER TRS	10316 TAPESTRY BND	10316 TAPESTRY BND LAKE ELMO MN 55042	1102921320012	\$23,400
24	FRY GREG & KRISTIN	10342 TAPESTRY BND	10342 TAPESTRY BND LAKE ELMO MN 55042	1102921320013	\$23,400
25	SUZANNE SILLERS SCHWARTZ REV TRS	10356 TAPESTRY BND	10356 TAPESTRY BND LAKE ELMO MN 55042	1102921320014	\$23,400
26	FISHBECK JAMIE & DOREEN	10368 TAPESTRY BND	10368 TAPESTRY BND LAKE ELMO MN 55042	1102921320015	\$23,400
27	FORSBERG PAUL T & ALEXIS A	10380 TAPESTRY BND	10380 TAPESTRY BND LAKE ELMO MN 55042	1102921320016	\$23,400
28	ARCO STEPHEN D & REBECCA L	10375 TAPESTRY BND	10375 TAPESTRY BND LAKE ELMO MN 55042	1102921320017	\$23,400
29	WARLICK CHRISTOPHER A & ERICA D	10353 TAPESTRY BND	10375 TAPESTRY BND LAKE ELMO MN 55042	1102921320018	\$23,400
30	COADY BRIAN J & NICOLE L	10325 TAPESTRY BND	10325 TAPESTRY BND LAKE ELMO MN 55042	1102921320019	\$23,400
31	PETERMAN SCOTT D & KARI L	10289 TAPESTRY BND	10289 TAPESTRY BND LAKE ELMO MN 55042	1102921320020	\$23,400
32	VANWYCHEN TRS	10263 TAPESTRY BND	10263 TAPESTRY BND LAKE ELMO MN 55042	1102921320021	\$23,400
33	TRS AGR DONALD & MELINDA GUSTAFSON	10231 TAPESTRY BND	10231 TAPESTRY BND LAKE ELMO MN 55042	1102921320022	\$23,400
34	SCOTT PAUL D & ANDREA K	10030 TAPESTRY RD	10030 TAPESTRY RD LAKE ELMO MN 55042	1102921320029	\$23,400
35	PAUL C VAHLE LIVING TRS ETAL	9984 TAPESTRY RD	9984 TAPESTRY RD LAKE ELMO MN 55042	1002921410020	\$23,400
36	MAGNUS SCOTT & TRACY	9958 TAPESTRY RD	9958 TAPESTRY RD LAKE ELMO MN 55042	1002921410019	\$23,400
37	PIERSON WILLIAM R & MARGARET M	9936 TAPESTRY RD	9936 TAPESTRY RD LAKE ELMO MN 55042	1002921410018	\$23,400
38	WHITEHEAD NICHOLAS R & MARIE E	9918 TAPESTRY RD	9918 TAPESTRY RD LAKE ELMO MN 55042	1002921410017	\$23,400
39	FOOTE MARTIN J & HEATHER B	9902 TAPESTRY TRL	9902 TAPESTRY TRL LAKE ELMO MN 55042	1002921410016	\$23,400
40	SCHAKEL ANDREW L & AMI L VOELTZ-SCHAKEL	9905 TAPESTRY RD	9905 TAPESTRY RD LAKE ELMO MN 55042	1002921440014	\$23,400
41	CHRISTIANSON JULIA L	9915 TAPESTRY RD	9915 TAPESTRY RD LAKE ELMO MN 55042	1002921440013	\$23,400
42	BERES TIM M & DIANE M	9929 TAPESTRY RD	9929 TAPESTRY RD LAKE ELMO MN 55042	1002921440012	\$23,400
43	DAHLIN BRIAN C & MARGARET C	9957 TAPESTRY RD	9957 TAPESTRY RD LAKE ELMO MN 55042	1002921440011	\$23,400
44	PETERSON DAVID R & KATHARINE B H	9985 TAPESTRY RD	9985 TAPESTRY RD LAKE ELMO MN 55042	1002921440010	\$23,400
45	EMILY MAZANEC LIV TRS	10011 TAPESTRY RD	10011 TAPESTRY RD LAKE ELMO MN 55042	1102921330024	\$23,400
46	ABRAMS JAMES E & AMY A	10037 TAPESTRY RD	10037 TAPESTRY RD LAKE ELMO MN 55042	1102921330023	\$23,400
47	BENNETT MICHAEL K & ALLISON M	10059 TAPESTRY RD	10059 TAPESTRY RD LAKE ELMO MN 55042	1102921330022	\$23,400
48	LOZANO ALLISON L	10071 TAPESTRY RD	10071 TAPESTRY RD LAKE ELMO MN 55042	1102921330021	\$23,400
49	HAYUNGS JESSICA L & MICHAEL	10095 TAPESTRY RD	10095 TAPESTRY RD LAKE ELMO MN 55042	1102921330004	\$23,400
50	LIGTENBERG KEVIN L & CHARLINE C	10125 TAPESTRY RD	10125 TAPESTRY RD LAKE ELMO MN 55042	1102921330005	\$23,400
51	FREDENBERG LIV TRS	10159 TAPESTRY RD	10159 TAPESTRY RD LAKE ELMO MN 55042	1102921330006	\$23,400
52	ELIZABETH B GERMAINE TRS	10191 TAPESTRY RD	10191 TAPESTRY RD LAKE ELMO MN 55042	1102921330007	\$23,400
53	STANG LAWRENCE J & KAREN	10225 TAPESTRY HL	10225 TAPESTRY HL LAKE ELMO MN 55042	1102921330008	\$23,400
54	COX ERIC & ELIZABETH	10206 TAPESTRY HL	10206 TAPESTRY HL LAKE ELMO MN 55042	1102921330009	\$23,400
55	REISTAD CHRISTOPHER A & CYNTHIA J S	10178 TAPESTRY HL	10178 TAPESTRY HL LAKE ELMO MN 55042	1102921330010	\$23,400
56	LOEHR TRICIA A AND PATRICK M EVELAND	10144 TAPESTRY HL	10144 TAPESTRY HL LAKE ELMO MN 55042	1102921330011	\$23,400
57	MEYER ERIK A & ANNE W	10100 TAPESTRY HL	10100 TAPESTRY HL LAKE ELMO MN 55042	1102921330012	\$23,400
58	SKUBIC MARK A	10057 TAPESTRY HL	10057 TAPESTRY HL LAKE ELMO MN 55042	1102921330020	\$23,400
59	PALMER DAVID J & MELISSA L	10069 TAPESTRY HL	10069 TAPESTRY HL LAKE ELMO MN 55042	1102921330019	\$23,400
60	NYGARD MARNI & GREG	10073 TAPESTRY HL	10073 TAPESTRY HL LAKE ELMO MN 55042	1102921330018	\$23,400
61	BENSON DAVID J & KRISTYN M BENSON	10079 TAPESTRY HL	10079 TAPESTRY HL LAKE ELMO MN 55042	1102921330017	\$23,400
62	KENADY JEANNE & BRIAN	10085 TAPESTRY HL	10085 TAPESTRY HL LAKE ELMO MN 55042	1102921330016	\$23,400
63	SANDS SEAN & KRISTA	10097 TAPESTRY HL	10097 TAPESTRY HL LAKE ELMO MN 55042	1102921330015	\$23,400
64	BAILEY RONALD C & DONNA J	10115 TAPESTRY HL	10115 TAPESTRY HL LAKE ELMO MN 55042	1102921330014	\$23,400
65	GRANDT MICHAEL ALAN & CARRIE ELAINE	10149 TAPESTRY HL	10149 TAPESTRY HL LAKE ELMO MN 55042	1102921330013	\$23,400
TOTAL					\$1,521,000

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

TAPESTRY SANITARY SEWER EXTENSION IMPROVEMENTS
PROJECT NO. 2020.119

JUNE 1, 2020	City received Petition for Public Sanitary Sewer.
JULY 6, 2021	Council orders preparation of Feasibility Report and Design Phase Services.
OCTOBER 19, 2021	Presentation of Feasibility Report. Council accepts Report and calls for Improvement Hearing.
NOVEMBER 16, 2021	Public Improvement Hearing. Council Orders the Improvement.
MARCH 1, 2022	Council approves Plans and Specifications and orders Advertisement for Bids.
APRIL 19, 2022	Project Bid Date: Receive contractor bids.
MAY 17, 2022	Council accepts Bids and awards Contract. Council Declares Costs to be Assessed and Calls for Improvement Hearing on Assessment.
JUNE 7, 2022	Final Assessment Hearing. Council adopts the Final Assessment Roll.
JUNE, 2022	Conduct Pre-Construction Meeting and issue Notice to Proceed. <ul style="list-style-type: none">• OCTOBER 14, 2022 Substantial Completion.• NOVEMBER 25, 2022 Final Completion.

MEMORANDUM

FOCUS ENGINEERING, inc.

Cara Geheren, P.E.	651.300.4261
Jack Griffin, P.E.	651.300.4264
Ryan Stempski, P.E.	651.300.4267
Chad Isakson, P.E.	651.300.4283

Date: April 18, 2022

To: Jack Griffin, P.E., City Engineer
Cc: Marty Powers, Public Works Director
Kristina Handt, City Administrator
Brian Coady, Tapestry and Charlotte's Grove HOA
Mike Rusenovich, P.E.

Re: Tapestry at Charlotte's Grove
Existing Sanitary Sewer Collection
System Condition Review

From: Chad Isakson, P.E., Assistant City Engineer

The City of Lake Elmo performed a condition assessment of the existing, privately owned, sanitary sewer collection system in the Tapestry at Charlotte's Grove neighborhood. This review was performed in the fall of 2021 through the spring of 2022. The purpose of the review was to investigate the condition of the existing conveyance system and to identify any repairs that would be deemed necessary prior to, or conjunction with, the city installing a publicly owned lift station and forcemain that would discharge the neighborhood's wastewater to the city's sanitary sewer collection system.

- Hyperion Consulting, LLC completed a review of the existing condition of the manholes in the collection system in December 2021.
- Hydro-Vac, Inc. cleaned and televised the existing sanitary sewer collection system in February and March 2022. This work included televising of 58 of the 65 services a distance of 25-feet from the main towards each home.

Summary of Findings and Recommendations:

Below is a summary of the findings and recommendations as it relates to the condition assessment for the Tapestry at Charlotte's Grove private sanitary sewer collection system. These findings and recommendations have been made by the city engineering department after reviewing the condition assessments and inspection reports completed by Hyperion Consulting and Hydro-Vac.

1. Conveyance System Repairs Required for Neighborhood Connection to Public Sanitary Sewer.

The following repairs to the private sanitary sewer collection system are strongly recommend before the city accepts the discharge of the neighborhood wastewater to the public sanitary sewer system:

1. Manhole 5 – Repair leaking barrel joint.
2. Manhole 18 – Remove slipped gasket and seal the joint.

The above listed repairs have been incorporated into the project plans and specifications for the lift station and force main improvement project to ensure completion of the repairs as part of the connection to public sewer.

2. Recommended Conveyance System Repairs Prior to City Assuming Ownership/Maintenance.

The following repairs are strongly recommended before the city assumes ownership and maintenance of the private sanitary sewer collection system. It is also recommended that the manhole, main line sewer repairs, and sewer service repairs be completed in conjunction with a future street improvement project in order to make the repairs more cost effective. The findings and recommendations, along with the inspection reports, are provided below and attached for review.

Manhole Structures

1. Manhole structures are generally in good condition and are generally consistent with city standards and practices. The manhole numbering in the report is consistent with the record drawings for the development.
2. Manhole repairs as detailed in the attached assessment report dated December 21, 2021 are recommended to be completed in conjunction with a future street improvement project.
3. Remove and replace all rings and castings for all manhole structures.
4. Grout-in the unused invert sweep at MH-7.
5. Add offroad structure marker for Manhole 29 (greenspace).
6. Manhole 32 was not reviewed as the lid could not be removed in the field at time of inspection.

Sanitary Sewer Pipe System

1. Seven (7) of the 65 individual service stubs must be televised and inspected. These services were not able to be televised due to drop manhole conditions creating equipment access restrictions. The services not televised include 10114, 10118, and 10138 Tapestry Bend; 10095, 10125, 10159, and 9957 Tapestry Road. If a sanitary sewer repair/replacement project is pursued it is recommended these home owners are contacted to request a contractor clean and televise their services from inside their home to the main line.
2. Spot replace service pipe to correct sag at 9906 Tapestry Road;
3. Spot replace main line pipe segment between MH-1 and MH-2 to correct pipe deflection.
4. Spot replace main line pipe segment between MH-7 and MH-15 to correct pipe sag.
5. Replace all main line pipe between MH-15 and MH-16 to correct pipe sag.
6. Spot replace main line pipe segment between MH-16 and MH-17 to correct pipe sag and correct standing water at MH-16.
7. Spot replace service pipe to correct sag at 9918 Tapestry Road.
8. Replace all main line pipe from MH-34 to MH-34A to correct existing pipe sag.
9. Replace all main line pipe from MH-34A to MH-36, or spot replacement in 3 locations to correct standing water and joint offset.
10. Spot replace service pipe to correct sags/defects at 9929, 9965 and 10011 Tapestry Road.
11. Replace all main line pipe from MH-31 to MH-32 to correct existing pipe sag.
12. Spot replace main line pipe segments between MH-29 and MH-32 to correct pipe multiple sags.
13. Spot replace main line pipe segment between MH-28 and MH-29 to correct 2 pipe sags.
14. Correct standing water at MH-27.
15. Spot replace service pipe to correct sag at 10079 and 10144 Tapestry Hill.
16. Spot replace main line pipe segment between MH-10 and MH-11 to correct pipe sag.
17. Spot replace main line pipe segment between MH-11 and MH-12 to correct pipe sag.
18. Spot replace main line pipe segment between MH-12 and MH-13 to correct pipe sag.
19. Replace all main line pipe from MH-13 to MH-14 to correct multiple sags within existing pipe.
20. Spot replace main line pipe segment between MH-14 and MH-15 to correct 2 pipe sags.

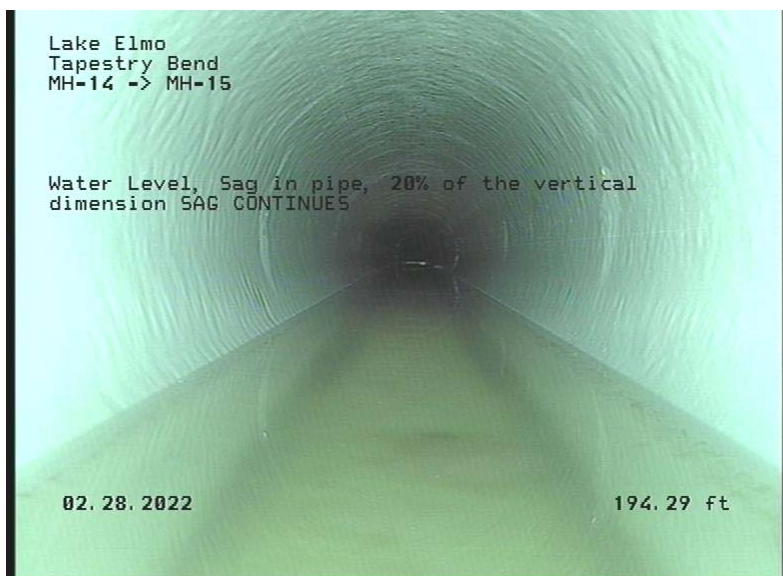
21. Spot replace main line pipe segment between MH-9 and MH-10 to correct pipe sag.
22. Correct standing water at MH-10.
23. Spot replace main line pipe segment between MH-8 and MH-9 to correct pipe sag.
24. Spot replace service pipe to correct sags/defects at 10342, 10353, 10368, 10375, & 10380 Tapestry Bend.
25. Spot replace main line pipe segment between MH-5 and MH-6 to correct pipe sag.
26. Spot replace service pipe to correct sags/defects at 9901, 9915, & 9927 Tapestry Grove.

Engineering's review of the cleaning and televising of the existing collection system resulted in recommended replacement or repairs to the system. Examples are provided below and included in the attached report.

Pipe Defect: potential rock pressing on pipe due to backfill not using clean sand



Multiple sags in the mainline pipe throughout the collection system that could potentially create plugs / cause backups:



Joint separation creating a potential pipe failure point:



Standing water in manholes:



Sags in individual services to homes:



Attachments:

- Tapestry Sanitary Sewer Manhole Assessment (dated December 21, 2021)
- Hydro-Vac, Inc. Sanitary Sewer Main Report (received March 14, 2022)
- Hydro-Vac, Inc. Sanitary Sewer Service Report (received March 19, 2022)

SANITARY SEWER SYSTEM CONDITION ASSESSMENT





STAFF REPORT

DATE: May 17, 2022
REGULAR

AGENDA ITEM: 2021 State Performance Measures Data
SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

Part of goal 3 established by the council in the 2021-2022 work plan, was to develop metrics and dashboards in order to create a culture of continuous improvement. At the January work session council further discussed this goal and directed staff to have the city participate in the Performance Measurement Program of the Office of the State Auditor (OSA). This program began in 2010 for cities and counties to report on at least 10 performance measures annually as a way to aid residents, taxpayers, and state and local elected officials in determining the efficacy of counties and cities in providing services and measure residents' opinions of those services. While the program is voluntary, if the city wanted to participate it would require passing a resolution by July 1 each year and reporting on at least 10 performance measures.

ISSUE BEFORE COUNCIL:

Should the Council approve the resolution submitting our 2021 performance measures to the OSA?

PROPOSAL:

Included in your packet is a resolution authorizing participation in the program and reporting on the results of 20 measures.

You will notice many of the measures we included were citizen feedback from the 2021 resident survey. We had 52 responses to the survey that ran from January 13, 2022 to February 6, 2022.

In October of 2020, law enforcement agencies were required to transition from UCR/Part I-Part II Crimes to the National Incident Based Reporting System (NIBRS). The federal government mandated this change. Therefore; there is no longer Part I/II Crimes – these are broken into Group A/B Crimes. A detailed listing of these crimes is included in the packet but only the summary will be reported to the state. Washington County Sheriff's Office was not able to provide the clearance rates for these crimes.

FISCAL IMPACT:

As an added benefit for participating in the program, the city will receive \$0.14 per capita up to \$25,000. Our population at the time of the 2020 census was 11,335 so that would equate to \$1,586.90.

OPTIONS:

- 1) Approve the resolution authorizing participation in the state performance measures program and submit data for 2021.
- 2) Amend and then approve the resolution authorizing participation in the state performance measure program and submit data for 2021
- 3) Do not approve a resolution to participate in the state performance measures program

RECOMMENDATION:

Motion to Approve Resolution No 2022-051, Authorizing Participation in the State Performance Measurement Program and Reporting Results for 2021."

ATTACHMENTS:

- Resolution No 2022-051
- Group A and B Crimes data

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

RESOLUTION NO. 2022-051

**RESOLUTION AUTHORIZING PARTICIPATION IN THE STATE
PERFORMANCE MEASUREMENT PROGRAM AND REPORTING RESULTS
FOR 2021**

WHEREAS, In 2010, the Minnesota Legislature created the Council on Local Results and Innovation; and

WHEREAS, The Council on Local Results and Innovation developed a standard set of performance measures that will aid residents, taxpayers, and state and local elected officials in determining the efficacy of counties in providing services and measure residents' opinion of those services; and

WHEREAS, Benefits to the City of Lake Elmo are outlined in MS 6.91 and include eligibility for a reimbursement as set by State statute; and

WHEREAS, Any city/county participating in the comprehensive performance measurement program is also exempt from levy limits for taxes, if levy limits are in effect; and

WHEREAS, The City Council of Lake Elmo has adopted and implemented at least 10 of the performance measures, as developed by the Council on Local Results and Innovation, and a system to use this information to help plan, budget, manage and evaluate programs and processes for optimal future outcomes; and

NOW THEREFORE LET IT BE RESOLVED THAT, The City Council of Lake Elmo will report the results of the performance measures to its citizenry by the end of the year through publication, direct mailing, posting on the city's/county's website, or through a public hearing at which the budget and levy will be discussed and public input allowed.

BE IT FURTHER RESOLVED, The City Council of Lake Elmo will submit to the Office of the State Auditor the actual results of the performance measures adopted by the county/city.

Dated: May 17, 2022.

Charles Cadenhead, Mayor

ATTEST:

Julie Johnson, City Clerk

(SEAL)

GROUP A & B CRIME REPORT

WASHINGTON COUNTY SHERIFFS OFFICE

15015 62nd St N
STILLWATER, MN 55082
651-430-7600



		01/01/2021 - 12/31/2021
		CODE COUNTS
GROUP A		409
Arson		2
	Arson (#200)	2
Assault Offenses		40
	Aggravated Assault (#13A)	8
	Intimidation (#13C)	12
	Simple Assault (#13B)	20
Burglary/Breaking & Entering		25
	Burglary/Breaking and Entering (#220)	25
Counterfeiting/Forgery		6
	Counterfeiting/Forgery (#250)	6
Destruction/Damage/Vandalism of Property		39
	Destruction/Damage/Vandalism of Property (#290)	39
Drug/Narcotic Offense		56
	Drug Equipment Violations (#35B)	19
	Drug/Narcotic Violations (#35A)	37
Fraud Offenses		42
	Credit Card/Automated Teller Machine Fraud (#26B)	14
	False Pretenses/Swindle/Confidence Game (#26A)	5
	Identity Theft (#26F)	13
	Welfare Fraud (#26D)	8
	Wire Fraud (#26E)	2
Larceny/Theft Offenses		155
	All Other Larceny (#23H)	61
	Shoplifting (#23C)	4
	Theft From Building (#23D)	13
	Theft From Motor Vehicle (#23F)	47
	Theft of Motor Vehicle Parts or Accessories (#23G)	30

GROUP A & B CRIME REPORT



WASHINGTON COUNTY SHERIFFS OFFICE

15015 62nd St N
STILLWATER, MN 55082
651-430-7600

Motor Vehicle Theft	17
Motor Vehicle Theft (#240)	17
Pornography/Obscene Material	2
Pornography/Obscene Material (#370)	2
Robbery	2
Robbery (#120)	2
Sex Offenses	10
Forcible Fondling (#11D)	6
Forcible Rape (#11A)	3
Forcible Sodomy (#11B)	1
Stolen Property Offenses	9
Stolen Property Offenses (#280)	9
Weapon Law Violations	4
Weapon Law Violations (#520)	4
GROUP B	256
All Other Offenses	125
All Other Offenses (#90Z)	125
Disorderly Conduct	9
Disorderly Conduct (#90C)	9
Driving Under the Influence	102
Driving Under the Influence (#90D)	102
Family Offenses, Nonviolent	6
Family Offenses, Nonviolent (#90F)	6
Liquor Law Violations	12
Liquor Law Violations (#90G)	12
Trespass of Real Property	2
Trespass of Real Property (#90J)	2
TOTAL OFFENSES	665



City of Lake Elmo Performance Measure Results-2021

The City of Lake Elmo has chosen to participate in a standard measure program through the State of Minnesota. The following reports on the most current information obtained regarding at least 10 performance measures selected by the city as approved by the state.

General:

Rating of the overall quality of services provided by your city:

Excellent	17%	(9)
Good	60%	(31)
Fair	19%	(10)
Poor	4%	(2)

*Percent change in the taxable property market value: **5.71%***

Citizens' rating of the overall appearance of the city:

Excellent	15%	(8)
Good	56%	(29)
Fair	19%	(10)
Poor	10%	(5)

*Bond Rating: **Aa1***

Citizens' rating of the quality of city recreational programs and facilities:

Excellent	8%	(4)
Good	37%	(19)
Fair	44%	(23)
Poor	12%	(6)

Police Services:

*Group A and B Crime Rates: **409 and 256***

Citizens' rating of safety in their community:

Very Safe	35% (18)
Somewhat Safe	37% (19)
Neither Safe nor Unsafe	21% (11)
Somewhat Safe	6% (3)
Very Unsafe	2% (1)

Fire:

*Insurance Industry Rating of Fire Services: **5***

*Average Fire Response Time: **9 minutes 21 seconds***

*Fire Calls per 1,000 population: **2.03***

Citizens' rating of the quality of fire protection services:

Excellent	50%	(26)
Good	38%	(20)
Fair	10%	(5)
Poor	2%	(1)

Streets:

Average city street pavement condition rating: 79/100

Expenditures for road rehabilitation per paved lane mile rehabilitated (jurisdictional roads only): \$599,745

Percentage of all jurisdiction lane miles rehabilitated in the year: 9.2%

Citizens' rating of the road conditions in their city:

Good Condition	31%	(16)
Mostly Good Condition	40%	(21)
Neither Good nor Bad Condition	17%	(9)
Mostly Bad Condition	12%	(6)
Very Bad Condition	0%	(0)

Average hours to complete road system during snow event: 6.5

Citizens rating of the quality of snowplowing on city streets:

Excellent	40%	(21)
Good	44%	(23)
Fair	13%	(7)
Poor	2%	(1)

Water:

Citizens' rating of the dependability and quality of the city water supply:

Excellent	21%	(11)
Good	40%	(21)
Fair	23%	(12)
Poor	15%	(8)

Operating costs per 1,000,000 gallons of water pumped: \$1,712.21

Sewer:

Citizens' rating of the dependability and quality of the city sanitary sewer service:

Excellent	29%	(15)
Good	46%	(24)
Fair	19%	(10)
Poor	6%	(3)

Number of sewer blockages on city system per 1,000 connections: 0