



*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, June 7, 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 17, 2021

D. Public Comments/Inquiries

E. Presentations

F. Consent Agenda

2. Approve Payment of Disbursements and Payroll
3. Approve Recycling Grant Agreement
4. Approve Met Council Water Efficiency Grant Agreement
5. Approve Lake Elmo Jaycees Special Event Permit for Huff N Puff 2022
6. Approve Agreement with Clifton Larson Allen for Finance Services
7. Approve Release of Utility Warranty Security for Royal Golf Club 1st Addition
8. Accept Quotes and Award Contract for the 2022 Striping Project
9. Accept Bids and Award Contract for the Well #1 Abandonment and Pumphouse Demolition – *Resolution 2022-054*
10. Approve Change Order No. 2 for Whistling Valley Street and Utility Improvements
11. Approve Whistling Valley Third Addition Water Transfer Agreement
12. Accept Bids and Award Contract for the 2022 Trail Seal Coat Project

G. Regular Agenda

13. Public Hearing - Final Assessment Tapestry Sewer Project & Adopt Final Assessment Roll – *Resolution 2022-055*
14. 4622 Lilac Lane Variance – *Resolution 2022-056*
15. Conditional Use Permit for a Pool & Fitness Center at Royal Golf Club – *Resolution 2022-057*
16. Resolution Calling for Public Hearing Relating to the Tax Abatement Projects for 2022 Bonding – *Resolution 2022-058*
17. Comprehensive Plan Amendment for 110 Acres of City Owned Property at 34th Street & Ideal Avenue – *Resolution 2022-059, 2022-060*
18. Zoning Code Text Amendments: Fencing, Swimming Pools and Screening – *Resolution 2022-061; Ordinance 2022-05, 2022-06 & 2022-07*

H. Council Reports`

I. Staff Reports

J. Adjourn

**CITY OF LAKE ELMO
CITY COUNCIL MINUTES
MAY 17, 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, City Planner Hetzel, Fire Chief Kalis, Finance Director Magureanu and City Clerk Johnson

APPROVAL OF AGENDA

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

ACCEPT MINUTES

Councilmember McGinn, seconded by Councilmember Dorschner, moved TO ACCEPT THE MINUTES OF THE MAY 3, 2022 CITY COUNCIL MEETING AS PRESENTED. Motion passed 5 – 0.

PUBLIC COMMENTS/INQUIRIES

Cassandra Knudson, 696 James Ave. N., commented on her neighbor's goats and asked the City to find a solution for the goats to stay in spite of the code violations that exist on the property.

Kristin Shanley, 526 6th St. N., also spoke in favor of Gove's Goats and asked the City to allow the goats to remain on the property.

Nikki Hollerich, 706 James Ave. N., stated she lives behind the goats and asked the city to find a way to make it work so the goats can stay on the property.

PRESENTATIONS

None

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*

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

ITEM 11: 8930 Jane Road North Variance

City Planner Hetzel presented the request for a second curb cut to accommodate an additional driveway that would provide access to a recently constructed garage. Hetzel reviewed the site conditions and limitations created by the slope of the property.

Applicant Valerie Brass commented on the site and challenges due to the slope and mature trees.

Councilmember Dorschner, seconded by Councilmember McGinn, moved 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. Motion passed 5 – 0.

ITEM 12: Accept Bids and Award Contract for The Tapestry Sanitary Sewer Extension, Declare Costs to be Assessed and Call for Hearing on Proposed Improvement

City Engineer Griffin reviewed the scope of the project, project improvements, potential future service areas and related oversizing costs, estimated project costs and proposed assessments.

Councilmember McGinn, seconded by Councilmember Holtz, moved 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. Motion passed 5 – 0.

Councilmember McGinn, seconded by Councilmember Holtz, moved 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. Motion passed 5 – 0.

ITEM 13: Resolution Authorizing Participation in State Performance Measurement Program and Reporting Results for 2021

City Administrator Handt reviewed information submitted to the State Performance Measurement Program.

Councilmember Dorschner, seconded by Councilmember Beckstrom, moved TO APPROVE RESOLUTION NO 2022-051, AUTHORIZING PARTICIPATION IN THE STATE PERFORMANCE MEASUREMENT PROGRAM AND REPORTING RESULTS FOR 2021. Motion passed 5 – 0.

COUNCIL REPORTS

Mayor Cadenhead: Attended a state of the cities address with Administrator Handt and neighboring cities at the Chamber of Commerce and reported on EDA meeting held prior to the City Council meeting.

Councilmember Holtz: Commented on the EDA meeting.

STAFF REPORTS AND ANNOUNCEMENTS

Administrator Handt: Reported on the status of proposed legislation to address water issues and the 3M workgroup.

City Engineer Griffin: Reported on meetings with the Whistling Valley shared well group.

City Attorney Sonsalla: Introduced Rachel Tierney who will be filling in during upcoming medical leave.

Meeting adjourned at 7:59 pm.

LAKE ELMO CITY COUNCIL

ATTEST:

Charles Cadenhead, Mayor

Julie Johnson, City Clerk



STAFF REPORT

DATE: June 7, 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	\$ 103,639.96	Payroll 05/19/22 (incl Central Pension Chk 53504)
ACH	\$ 300.00	Postage Meter Refill 05/10/22
ACH	\$ 110,555.46	Payroll 06/02/22 (incl Central Pension Chk 53505)
53506 - 53578	\$ 514,669.32	Accounts Payable 06/07/22
TOTAL	\$ 729,164.74	

RECOMMENDATION:

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

"Motion to approve the aforementioned disbursements in the amount of \$ 729,164.74 ".

ATTACHMENTS:

1. Accounts Payable – proof lists (AP 060722)

Accounts Payable

To Be Paid Proof List

User: Michael Kuehn
 Printed: 06/01/2022 - 11:36AM
 Batch: 00001.06.2022 - AP 060722



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
AIRFRESH	AirFresh Industries Inc								
51480	5/27/2022	870.00	0.00	06/07/2022				No	0
	101-450-5200-44120 Rentals - Buildings				Park Portable Toilets 05/27/22 - 06/23/22				
	51480 Total:	870.00							
	AIRFRESH Total:	870.00	✓						
AMAZON	Amazon Capital Services								
1MLG-GM7J-1KM4	5/12/2022	6.99	0.00	06/07/2022				No	0
	101-450-5200-42000 Office Supplies				Office supplies				
	1MLG-GM7J-1KM4 Total:	6.99	✓						
1P4X-JNR3-GDHC	5/26/2022	101.21	0.00	06/07/2022				No	0
	601-494-9400-42400 Small Tools & Minor Equipm				Sampling Equipment				
	1P4X-JNR3-GDHC Total:	101.21	✓						
1TQC-VX4C-YH6V	5/12/2022	18.47	0.00	06/07/2022				No	0
	101-450-5200-42000 Office Supplies				Office supplies				
	1TQC-VX4C-YH6V Total:	18.47	✓						
	AMAZON Total:	126.67	✓						
AMERTEST	American Test Center								
2221028	5/18/2022	1,065.00	0.00	06/07/2022				No	0
	101-420-2220-44170 Uniforms				Annual Ladder Testing				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
2221028 Total:		1,065.00							
AMERTEST Total:		1,065.00							
AMPTINGD	Amping, Daniel								
*** 20220519	5/19/2022	7,267.64	0.00	06/07/2022				No	0
601-480-8101-44300 Miscellaneous				Capra Utilities					
*** 20220519	5/19/2022	2,385.00	0.00	06/07/2022				No	0
601-480-8101-44300 Miscellaneous				Mantyla Well Sealing					
20220519 Total:		9,652.64							
AMPTINGD Total:		9,652.64							
ASPENM	Aspen Mills								
294508	5/24/2022	264.50	0.00	06/07/2022				No	0
101-420-2220-44170 Uniforms				Jumpsuite - QM					
294508 Total:		264.50							
294514	5/24/2022	264.50	0.00	06/07/2022				No	0
101-420-2220-44170 Uniforms				Jumpsuite - DK					
294514 Total:		264.50							
ASPENM Total:		529.00							
BAKERTIL	Baker Tilly US, LLP								
BT2023531	5/24/2022	1,601.00	0.00	06/07/2022				No	0
101-410-1320-43150 Contract Services				10% Progress Billing Class & Comp Study					
BT2023531 Total:		1,601.00							
BAKERTIL Total:		1,601.00							
BARKWELL	Barkwell, Mike								
*** 20220513	5/13/2022	6,932.64	0.00	06/07/2022				No	0
601-480-8101-44300 Miscellaneous				Capra Utilities					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
*** 20220513 /	5/13/2022	5,300.00	0.00	06/07/2022				No	0
601-480-8101-44300 Miscellaneous				McCullough & Sons Well Sealing					
20220513 Total:		12,232.64							
BARKWELL Total:		12,232.64							
BECKDANI Beck, Daniel									
20220516 Parks	5/16/2022	55.00	0.00	06/07/2022				No	0
101-410-1450-43152 Cable Operations				Cable Operator Timesheet					
20220516 Parks Total:		55.00							
20220517 CC	5/17/2022	55.00	0.00	06/07/2022				No	0
101-410-1450-43152 Cable Operations				Cable Operator Timesheet					
20220517 CC Total:		55.00							
20220517 EDA	5/17/2022	55.00	0.00	06/07/2022				No	0
101-410-1450-43152 Cable Operations				Cable Operator Timesheet					
20220517 EDA Total:		55.00							
20220523 Plng	5/23/2022	55.00	0.00	06/07/2022				No	0
101-410-1450-43152 Cable Operations				Cable Operator Timesheet - 5/23/22 Plng Comm					
20220523 Plng Total:		55.00							
BECKDANI Total:		220.00							
BLKROC Black Rock Property Maintenance LLC									
*** 5392	5/31/2022	5,856.00	0.00	06/07/2022				No	0
101-450-5200-43150 Contracted Services				Mowing 5/9, 5/16, 5/23					
*** 5392	5/31/2022	1,098.00	0.00	06/07/2022				No	0
101-430-3100-43150 Contract Services				Mowing 5/9, 5/16, 5/23					
*** 5392	5/31/2022	73.20	0.00	06/07/2022				No	0
601-494-9400-43150 Contract Services				Mowing 5/9, 5/16, 5/23					
*** 5392	5/31/2022	292.80	0.00	06/07/2022				No	0
602-495-9450-43150 Contract Services				Mowing 5/9, 5/16, 5/23					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	5392 Total:	7,320.00							
	BLKROC Total:	7,320.00	✓						
BOLTON	Bolton & Menk, Inc								
0289834	5/24/2022	2,317.50	0.00	06/07/2022				No	0
441-480-8114-43030	Engineering Services			2022 Street & Util Imp Proj 2021.128					
	0289834 Total:	2,317.50	✓						
0289837	5/24/2022	2,018.00	0.00	06/07/2022				No	0
601-480-8101-43030	Engineering Services			38th-39th St Street & Util Imp Proj #2020.120					
	0289837 Total:	2,018.00	✓						
0289844	5/24/2022	2,667.50	0.00	06/07/2022				No	0
803-000-0000-22910	Developer Payments			Royal Golf Club 5th					
	0289844 Total:	2,667.50	✓						
0289847	5/24/2022	8,915.50	0.00	06/07/2022				No	0
602-480-8100-43030	Engineering Services			Tapestry Sanitary Sewer Ext Proj 2020.119					
	0289847 Total:	8,915.50	✓						
0289850	5/24/2022	4,312.50	0.00	06/07/2022				No	0
601-480-8060-43030	Engineering Fees			Well #1 Abandonment & Pumphouse Demo 2022.113					
	0289850 Total:	4,312.50	✓						
0289852	5/24/2022	391.00	0.00	06/07/2022				No	0
803-000-0000-22910	Developer Payments			Wildflower 4th					
	0289852 Total:	391.00	✓						
0290077	5/25/2022	51.00	0.00	06/07/2022				No	0
101-410-1910-43150	Contract Services			Pro Svcs thru 4/29					
	0290077 Total:	51.00	✓						
0290079	5/25/2022	357.00	0.00	06/07/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
803-000-0000-22910 Developer Payments				8930 Jane Road variance					
0290079 Total:		357.00							
BOLTON Total:		21,030.00							
CARDMBR Cardmember Service									
*** 20220526	5/26/2022	58.00	0.00	06/07/2022				No	0
101-410-1320-43220 Postage				Adm - Stamps - Meter down					
*** 20220526	5/26/2022	51.42	0.00	06/07/2022				No	0
101-410-1320-43220 Postage				Adm - FP Mail Postage Mtr Rent thru 2/9/23					
*** 20220526	5/26/2022	154.80	0.00	06/07/2022				No	0
101-410-1320-44370 Conferences & Training				Adm - Grandview Lodge - LMC conf KH					
*** 20220526	5/26/2022	50.00	0.00	06/07/2022				No	0
101-410-1450-43185 IT Support				Adm - Constant Contact - Monthly					
*** 20220526	5/26/2022	80.00	0.00	06/07/2022				No	0
101-410-1910-43220 Postage				Plng - Wash Cnty - Labels					
*** 20220526	5/26/2022	19.35	0.00	06/07/2022				No	0
101-420-2220-42000 Office Supplies				FD - Fedex return shipping					
*** 20220526	5/26/2022	-269.94	0.00	06/07/2022				No	0
101-420-2220-44170 Uniforms				FD - Galls - Boot return					
*** 20220526	5/26/2022	129.94	0.00	06/07/2022				No	0
101-420-2220-44170 Uniforms				FD - Galls - Boots - Dale K					
*** 20220526	5/26/2022	85.86	0.00	06/07/2022				No	0
101-420-2220-44300 Miscellaneous				Fd - Circle K Holiday - vehicle wash					
*** 20220526	5/26/2022	-37.58	0.00	06/07/2022				No	0
101-420-2220-44370 Conferences & Training				FD - American Heart - Materials refund					
*** 20220526	5/26/2022	60.00	0.00	06/07/2022				No	0
101-420-2400-44330 Dues & Subscriptions				Bldg - ICC Dues					
*** 20220526	5/26/2022	17.25	0.00	06/07/2022				No	0
101-430-3100-42120 Fuel, Oil and Fluids				PW - Kwik Trip - caddy fuel					
*** 20220526	5/26/2022	125.00	0.00	06/07/2022				No	0
101-430-3100-42120 Fuel, Oil and Fluids				PW - Kwik Trip - caddy fuel					
*** 20220526	5/26/2022	119.88	0.00	06/07/2022	Receipt?			No	0
601-494-9400-43180 Software Support				PW - Trimble Support					
*** 20220526	5/26/2022	12.00	0.00	06/07/2022				No	0
601-494-9400-44300 Miscellaneous				Adm - Lawson Ramp - KH					
*** 20220526	5/26/2022	107.36	0.00	06/07/2022				No	0
603-496-9500-42400 Small Tools & Minor Equipm				PW - Fleetfarm - Waders					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
*** 20220526	5/26/2022	51.00	0.00	06/07/2022				No	0
803-000-0000-22910 Developer Payments				Plng - Wash Cnty - Royal Golf CUP					
20220526 Total:		814.34							
CARDMBR Total:		814.34							
CAREEREN Career Enhancement Options Inc									
5242022	5/24/2022	7,300.00	0.00	06/07/2022				No	0
101-410-1320-43150 Contract Services				HR Services - Coaching engagement KH					
5242022 Total:		7,300.00							
CAREEREN Total:		7,300.00							
CEDARPET Cedar Pet Clinic Lake Elmo									
20220511 EscRel	5/11/2022	1,200.50	0.00	06/07/2022				No	0
803-000-0000-22910 Developer Payments				Cedar Pet Clinic Escrow Release					
20220511 EscRel Total:		1,200.50							
CEDARPET Total:		1,200.50							
CEMSTONE Cemstone Products Co Inc									
*** C2500098	5/25/2022	550.00	0.00	06/07/2022				No	0
101-430-3100-42240 Str. Maint/Landscape Materi				Concrete Blocks					
*** C2500098	5/25/2022	500.00	0.00	06/07/2022				No	0
603-496-9500-44300 Miscellaneous Expenses				Concrete Blocks					
C2500098 Total:		1,050.00							
CEMSTONE Total:		1,050.00							
CENPOW Century Power Equipment									
852511	5/16/2022	62.16	0.00	06/07/2022				No	0
101-450-5200-42120 Fuel, Oil and Fluids				Small Engine Oil					
852511 Total:		62.16							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
CENPOW Total:		62.16							
CINTAS Cintas									
4117771296	4/27/2022	157.83	0.00	06/07/2022				No	0
101-410-1940-44010 Repairs/Maint Contractual B					Cleaning & Maint Supplies City Hall				
4117771296 Total:		157.83	✓						
4119101831	5/11/2022	134.12	0.00	06/07/2022				No	0
101-410-1940-44010 Repairs/Maint Contractual B					Cleaning & Maint Supplies City Hall				
4119101831 Total:		134.12	✓						
*** 4119799818	5/18/2022	16.04	0.00	06/07/2022				No	0
601-494-9400-44170 Uniforms					Uniforms				
*** 4119799818	5/18/2022	3.71	0.00	06/07/2022				No	0
603-496-9500-44170 Uniforms					Uniforms				
*** 4119799818	5/18/2022	9.18	0.00	06/07/2022				No	0
602-495-9450-44170 Uniforms					Uniforms				
*** 4119799818	5/18/2022	17.54	0.00	06/07/2022				No	0
101-450-5200-44170 Uniforms					Uniforms				
*** 4119799818	5/18/2022	90.60	0.00	06/07/2022				No	0
101-430-3100-44170 Uniforms					Uniforms				
*** 4119799818	5/18/2022	223.85	0.00	06/07/2022				No	0
101-430-3100-42150 Operating Supplies					Rugs/Soap/Rags				
4119799818 Total:		360.92	✓						
*** 4120484847	5/25/2022	15.49	0.00	06/07/2022				No	0
601-494-9400-44170 Uniforms					Uniforms				
*** 4120484847	5/25/2022	3.58	0.00	06/07/2022				No	0
603-496-9500-44170 Uniforms					Uniforms				
*** 4120484847	5/25/2022	8.87	0.00	06/07/2022				No	0
602-495-9450-44170 Uniforms					Uniforms				
*** 4120484847	5/25/2022	16.94	0.00	06/07/2022				No	0
101-450-5200-44170 Uniforms					Uniforms				
*** 4120484847	5/25/2022	87.50	0.00	06/07/2022				No	0
101-430-3100-44170 Uniforms					Uniforms				
*** 4120484847	5/25/2022	102.51	0.00	06/07/2022				No	0
101-430-3100-42150 Operating Supplies					Rugs/Soap/Rags				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
4120484847 Total:		234.89							
CENTAS Total:		887.76							
COMCAST	Comcast								
20220427	4/27/2022	56.42	0.00	06/07/2022				No	0
101-420-2220-43185 IT Support				LE Fire Dept Acct # 8772 10 535 0008914					
20220427 Total:		56.42							
*** 20220517	5/12/2022	80.26	0.00	06/07/2022				No	0
603-496-9500-43185 IT Support				Internet					
*** 20220517	5/12/2022	80.26	0.00	06/07/2022				No	0
602-495-9450-43185 IT Support				Internet					
*** 20220517	5/12/2022	80.27	0.00	06/07/2022				No	0
601-494-9400-43185 IT Support				Internet					
*** 20220517	5/12/2022	80.26	0.00	06/07/2022				No	0
101-450-5200-43185 IT Support				Internet					
*** 20220517	5/12/2022	80.27	0.00	06/07/2022				No	0
101-430-3100-43185 IT Support				Internet					
20220517 Total:		401.32							
COMCAST Total:		457.74							
COMMERPH	Commercial Plumbing & Heating								
WO-00059846	5/9/2022	12,260.00	0.00	06/07/2022				No	0
601-494-9400-44010 Repairs/Maint Imp Bldgs				3-Inch waterline 4/6/22					
WO-00059846 Total:		12,260.00							
COMMERPH Total:		12,260.00							
COREMAIN	CORE & MAIN LP								
P830640	5/10/2022	4,478.35	0.00	06/07/2022				No	0
601-494-9400-42300 Water Meters & Supplies				Meter Supplies					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
P830640 Total:		4,478.35	✓						
Q799817	5/11/2022	2,498.71	0.00	06/07/2022				No	0
601-494-9400-42300 Water Meters & Supplies				Meters					
Q799817 Total:		2,498.71	✓						
Q889903	5/19/2022	2,517.43	0.00	06/07/2022				No	0
601-494-9400-42300 Water Meters & Supplies				Meters					
Q889903 Total:		2,517.43	✓						
COREMAIN Total:		9,494.49	✓						
DELTA	Delta Dental Of Minnesota								
CNS0000970901	6/1/2022	1,450.70	0.00	06/07/2022				No	0
101-000-0000-21706 Medical Insurance				Monthly Dental Ins Prem					
CNS0000970901 Total:		1,450.70							
DELTA Total:		1,450.70	✓						
DEMKOJIM	Demko, Jim and Penny								
*** 20220512	5/12/2022	7,067.64	0.00	06/07/2022				No	0
601-480-8101-44300 Miscellaneous				Capra Utilities					
*** 20220512	5/12/2022	3,251.00	0.00	06/07/2022				No	0
601-480-8101-44300 Miscellaneous				McCullough & Sons Well Sealing					
20220512 Total:		10,318.64							
DEMKOJIM Total:		10,318.64	✓						
DISSLLEN	Diesslen, Zachary								
*** 20220517	5/20/2022	7,432.64	0.00	06/07/2022				No	0
601-480-8101-44300 Miscellaneous				Capra's Utilities					
*** 20220517	5/20/2022	3,657.00	0.00	06/07/2022				No	0
601-480-8101-44300 Miscellaneous				McCullough & Sons Well Sealing					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
20220517 Total:		11,089.64							
DIESSLEN Total:		11,089.64	✓						
EARLFAND	Earl F Andersen Inc								
0129534-IN	5/12/2022	142.20	0.00	06/07/2022				No	0
101-430-3100-42260 Street Signs				Street Sign - Carmelites					
0129534-IN Total:		142.20							
EARLFAND Total:		142.20	✓						
EFFINGER	Effinger, Joe								
20220518 Boots	5/18/2022	225.00	0.00	06/07/2022				No	0
101-430-3100-41600 Safety Clothing Allowance				Work Boots					
20220518 Boots Total:		225.00							
EFFINGER Total:		225.00	✓						
FELDKAMP	Feldkamp, Mark & Karen								
*** 20220531	5/31/2022	7,432.64	0.00	06/07/2022				No	0
601-480-8101-44300 Miscellaneous				Capra's Utilities					
*** 20220531	5/31/2022	2,685.00	0.00	06/07/2022				No	0
601-480-8101-44300 Miscellaneous				Mantyla Well Sealing					
20220531 Total:		10,117.64							
FELDKAMP Total:		10,117.64	✓						
FIORILLM	Fiorillo, Marc & Julie								
2022-00137Refnd	5/26/2022	75.00	0.00	06/07/2022				No	0
101-410-1910-34103 Zoning and Subdivision Fees				Fence Permit Refund - not allowed by HOA					
2022-00137Refnd Total:		75.00	✓						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
FIORILLM Total:		75.00							
GHORMLEY	Ghormley, Adam								
*** 20220525	5/25/2022	6,932.64	0.00	06/07/2022				No	0
601-480-8101-44300	Miscellaneous				Capra's Utilities				
*** 20220525	5/25/2022	3,838.00	0.00	06/07/2022				No	0
601-480-8101-44300	Miscellaneous				McCullough & Sons Well Sealing				
20220525 Total:		10,770.64							
GHORMLEY Total:		10,770.64							
GLANTZJE	Glantz, Jerald								
*** 20220516	5/16/2022	6,932.64	0.00	06/07/2022				No	0
601-480-8101-44300	Miscellaneous				Capra's Utilities				
*** 20220516	5/16/2022	2,165.00	0.00	06/07/2022				No	0
601-480-8101-44300	Miscellaneous				Mantyla Well Sealing				
20220516 Total:		9,097.64							
GLANTZJE Total:		9,097.64							
GORHAM	Gorham Communities								
2021-00800	5/19/2022	5,000.00	0.00	06/07/2022				No	0
803-000-0000-22900	Deposits Payable				Escrow Release - 11250 Latrobe Ln - 2021-00800				
2021-00800 Total:		5,000.00							
GORHAM Total:		5,000.00							
GRAREC	Graphic Resources								
*** 73193	5/6/2022	709.33	0.00	06/07/2022				No	0
101-410-1450-43090	Newsletter				Summer Newsletter				
*** 73193	5/6/2022	709.33	0.00	06/07/2022				No	0
601-494-9400-43090	Newsletter				Summer Newsletter				
*** 73193	5/6/2022	709.34	0.00	06/07/2022				No	0
602-495-9450-43090	Newsletter				Summer Newsletter				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
73193 Total:		2,128.00							
GRAREC Total:		2,128.00	✓						
GREATAFS	GreatAmerica Financial Services								
31647237	5/16/2022	503.42	0.00	06/07/2022	Monthly Copier 5070N Admin Dept			No	0
101-410-1320-44040 Repairs/Maint Eqpt									
31647237 Total:		503.42	✓						
31687202	5/23/2022	805.60	0.00	06/07/2022	Monthly Copier Sharp 5070V - Bldg Dept			No	0
101-420-2400-44040 Repairs/Maint Eqpt									
31687202 Total:		805.60	✓						
GREATAFS Total:		1,309.02							
GROEPPER	Groepper Tree Farm								
20220517	5/17/2022	1,165.00	0.00	06/07/2022	Park Trees - Firefly, Lions, VFW			No	0
404-480-8000-45805 Other Project Costs									
20220517 Total:		1,165.00							
GROEPPER Total:		1,165.00	✓						
HANSON	Hanson Builders								
2019-00069	5/17/2022	2,000.00	0.00	06/07/2022	Escrow Release - 10693 39th St N - 2019-00069			No	0
803-000-0000-22900 Deposits Payable									
2019-00069 Total:		2,000.00							
2019-00120	5/17/2022	2,000.00	0.00	06/07/2022	Escrow Release - 10836 39th St N - 2019-00120			No	0
803-000-0000-22900 Deposits Payable									
2019-00120 Total:		2,000.00							
2019-00180	5/17/2022	2,000.00	0.00	06/07/2022	Escrow Release - 10819 39th St N - 2019-00180			No	0
803-000-0000-22900 Deposits Payable									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
2019-00180 Total:		2,000.00							
2019-00215	5/17/2022	2,000.00	0.00	06/07/2022				No	0
803-000-0000-22900 Deposits Payable				Escrow Release - 10768 39th St N - 2019-00215					
2019-00215 Total:		2,000.00							
2019-00216	5/17/2022	2,000.00	0.00	06/07/2022				No	0
803-000-0000-22900 Deposits Payable				Escrow Release - 10721 39th St N - 2019-00216					
2019-00216 Total:		2,000.00							
2019-00348	5/17/2022	2,000.00	0.00	06/07/2022				No	0
803-000-0000-22900 Deposits Payable				Escrow Release - 10872 38th Tr N - 2019-00348					
2019-00348 Total:		2,000.00							
2019-01021	5/17/2022	2,000.00	0.00	06/07/2022				No	0
803-000-0000-22900 Deposits Payable				Escrow Release - 10711 38th Tr N - 2019-01021					
2019-01021 Total:		2,000.00							
2019-01023	5/17/2022	2,000.00	0.00	06/07/2022				No	0
803-000-0000-22900 Deposits Payable				Escrow Release - 4094 Kokanee Ave N - 2019-01023					
2019-01023 Total:		2,000.00							
2019-01024	5/17/2022	2,000.00	0.00	06/07/2022				No	0
803-000-0000-22900 Deposits Payable				Escrow Release - 10716 38th Tr N - 2019-01024					
2019-01024 Total:		2,000.00							
2020-00060	5/17/2022	2,000.00	0.00	06/07/2022				No	0
803-000-0000-22900 Deposits Payable				Escrow Release - 10847 39th St N - 2020-00060					
2020-00060 Total:		2,000.00							
2020-00091	5/17/2022	2,000.00	0.00	06/07/2022				No	0
803-000-0000-22900 Deposits Payable				Escrow Release - 10810 39th St N - 2020-00091					
2020-00091 Total:		2,000.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
2020-00131	5/23/2022	2,000.00	0.00	06/07/2022				No	0
803-000-0000-22900 Deposits Payable	Escrow Release - 4050 Kokanee Ln N - 2020-00131								
2020-00131 Total:		2,000.00							
2020-00172	5/17/2022	2,000.00	0.00	06/07/2022				No	0
803-000-0000-22900 Deposits Payable	Escrow Release - 3950 Kokanee Ave N - 2020-00172								
2020-00172 Total:		2,000.00							
2020-00456	5/19/2022	2,000.00	0.00	06/07/2022				No	0
803-000-0000-22900 Deposits Payable	Escrow Release - 10950 38th Ct N - 2020-00456								
2020-00456 Total:		2,000.00							
2020-00562	5/17/2022	2,000.00	0.00	06/07/2022				No	0
803-000-0000-22900 Deposits Payable	Escrow Release - 10861 39th St N - 2020-00562								
2020-00562 Total:		2,000.00							
2020-00564	5/17/2022	2,000.00	0.00	06/07/2022				No	0
803-000-0000-22900 Deposits Payable	Escrow Release - 10824 39th St N - 2020-00564								
2020-00564 Total:		2,000.00							
2020-00696	5/17/2022	2,000.00	0.00	06/07/2022				No	0
803-000-0000-22900 Deposits Payable	Escrow Release - 3987 Kokanee Ave N - 2020-00696								
2020-00696 Total:		2,000.00							
2020-00845	5/17/2022	2,000.00	0.00	06/07/2022				No	0
803-000-0000-22900 Deposits Payable	Escrow Release - 10890 38th St N - 2020-00845								
2020-00845 Total:		2,000.00							
2021-00034	5/17/2022	5,000.00	0.00	06/07/2022				No	0
803-000-0000-22900 Deposits Payable	Escrow Release - 4028 Kokanee Ave N - 2021-00034								
2021-00034 Total:		5,000.00							
2021-00042	5/17/2022	5,000.00	0.00	06/07/2022				No	0
803-000-0000-22900 Deposits Payable	Escrow Release - 3803 Kirkwood Ln N - 2021-00042								

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
	2021-00042 Total:	5,000.00							
2021-00130	5/17/2022	5,000.00	0.00	06/07/2022				No	0
803-000-0000-22900 Deposits Payable					Escrow Release - 3841 Kirkwood Ln N - 2021-00130				
	2021-00130 Total:	5,000.00							
2021-00544	5/25/2022	5,000.00	0.00	06/07/2022				No	0
803-000-0000-22900 Deposits Payable					Escrow Release - 10722 38th St N - 2021-00544				
	2021-00544 Total:	5,000.00							
2021-00589	5/17/2022	5,000.00	0.00	06/07/2022				No	0
803-000-0000-22900 Deposits Payable					Escrow Release - 10767 38th St N - 2021-00589				
	2021-00589 Total:	5,000.00							
2021-00666	5/17/2022	5,000.00	0.00	06/07/2022				No	0
803-000-0000-22900 Deposits Payable					Escrow Release - 4027 Kokanee Ln N - 2021-00666				
	2021-00666 Total:	5,000.00							
2021-00737	5/25/2022	5,000.00	0.00	06/07/2022				No	0
803-000-0000-22900 Deposits Payable					Escrow Release - 10773 38th St N - 2021-00737				
	2021-00737 Total:	5,000.00							
2021-00769	5/25/2022	5,000.00	0.00	06/07/2022				No	0
803-000-0000-22900 Deposits Payable					Escrow Release - 10720 38th St N - 2021-00769				
	2021-00769 Total:	5,000.00							
	HANSON Total:	76,000.00							
HARDDRIV MN Paving & Materials									
1705619	5/9/2022	278.12	0.00	06/07/2022				No	0
101-430-3100-42240 Str. Maint/Landscape Materi					Hot mix - potholes				
	1705619 Total:	278.12							
1705657	5/10/2022	287.64	0.00	06/07/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
101-430-3100-42240 Str. Maint/Landscape Materi					Hot mix - potholes				
1705657 Total:		287.64							
1706066	5/11/2022	136.68	0.00	06/07/2022				No	0
101-430-3100-42240 Str. Maint/Landscape Materi					Pothole Mix				
1706066 Total:		136.68	✓						
1706172	5/12/2022	134.64	0.00	06/07/2022				No	0
101-430-3100-42240 Str. Maint/Landscape Materi					Pothole Mix				
1706172 Total:		134.64	✓						
1707489	5/16/2022	271.32	0.00	06/07/2022				No	0
101-430-3100-42240 Str. Maint/Landscape Materi					Pothole Mix				
1707489 Total:		271.32	✓						
1707556	5/17/2022	268.60	0.00	06/07/2022				No	0
101-430-3100-42240 Str. Maint/Landscape Materi					Pothole Mix				
1707556 Total:		268.60	✓						
HARDDRIV Total:		1,377.00							
IUOEDU IUOE Local 49									
20220601	6/1/2022	315.00	0.00	06/07/2022				No	0
101-000-0000-21712 Union Dues					Monthly Local 49 Union Dues				
20220601 Total:		315.00							
IUOEDU Total:		315.00	✓						
IUOEHE IUOE Local 49 Fringe Benefit Fund									
20220701	7/1/2022	12,105.00	0.00	06/07/2022				No	0
101-000-0000-21713 Union Health Insurance					Local 49 monthly Health Ins Prem - July 2022				
20220701 Total:		12,105.00	✓						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
IUOEHE Total:		12,105.00							
JOHNSOSH Johnson, Shirley									
*** 20220524 ✓	5/24/2022	6,932.64	0.00	06/07/2022				No	0
601-480-8101-44300 Miscellaneous					Capra's Utilities				
*** 20220524 ✓	5/24/2022	1,890.00	0.00	06/07/2022				No	0
601-480-8101-44300 Miscellaneous					Mantyla Well Sealing				
20220524 Total:		8,822.64 ✓							
JOHNSOSH Total:		8,822.64 ✓							
KATH Kath Fuel Oil Service Co									
*** 743693	5/16/2022	177.43	0.00	06/07/2022				No	0
101-450-5200-42120 Fuel, Oil and Fluids					Gas/Fuel				
*** 743693	5/16/2022	236.57	0.00	06/07/2022				No	0
601-494-9400-42120 Fuel, Oil, and Fluids					Gas/Fuel				
*** 743693	5/16/2022	59.17	0.00	06/07/2022				No	0
603-496-9500-42120 Fuel, Oil, and Fluids					Gas/Fuel				
*** 743693	5/16/2022	473.15	0.00	06/07/2022				No	0
101-430-3100-42120 Fuel, Oil and Fluids					Gas/Fuel				
*** 743693	5/16/2022	236.57	0.00	06/07/2022				No	0
602-495-9450-42120 Fuel, Oil, and Fluids					Gas/Fuel				
*** 743693	5/16/2022	76.73	0.00	06/07/2022				No	0
101-420-2400-42120 Fuel, Oil and Fluids					Gas/Fuel				
743693 Total:		1,259.62 ✓							
*** 743694	5/16/2022	375.91	0.00	06/07/2022				No	0
101-430-3100-42120 Fuel, Oil and Fluids					Off Road Diesel				
*** 743694	5/16/2022	187.96	0.00	06/07/2022				No	0
101-450-5200-42120 Fuel, Oil and Fluids					Off Road Diesel				
*** 743694	5/16/2022	187.96	0.00	06/07/2022				No	0
601-494-9400-42120 Fuel, Oil, and Fluids					Off Road Diesel				
*** 743694	5/16/2022	187.95	0.00	06/07/2022				No	0
602-495-9450-42120 Fuel, Oil, and Fluids					Off Road Diesel				
743694 Total:		939.78 ✓							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
*** 743695	5/16/2022	211.45	0.00	06/07/2022				No	0
101-450-5200-42120 Fuel, Oil and Fluids				On Road Diesel					
*** 743695	5/16/2022	211.45	0.00	06/07/2022				No	0
601-494-9400-42120 Fuel, Oil, and Fluids				On Road Diesel					
*** 743695	5/16/2022	211.46	0.00	06/07/2022				No	0
602-495-9450-42120 Fuel, Oil, and Fluids				On Road Diesel					
*** 743695	5/16/2022	422.90	0.00	06/07/2022				No	0
101-430-3100-42120 Fuel, Oil and Fluids				On Road Diesel					
743695 Total:		1,057.26							
*** 744545	5/25/2022	194.39	0.00	06/07/2022				No	0
101-450-5200-42120 Fuel, Oil and Fluids				Gas/Fuel					
*** 744545	5/25/2022	259.19	0.00	06/07/2022				No	0
601-494-9400-42120 Fuel, Oil, and Fluids				Gas/Fuel					
*** 744545	5/25/2022	64.80	0.00	06/07/2022				No	0
603-496-9500-42120 Fuel, Oil, and Fluids				Gas/Fuel					
*** 744545	5/25/2022	518.38	0.00	06/07/2022				No	0
101-430-3100-42120 Fuel, Oil and Fluids				Gas/Fuel					
*** 744545	5/25/2022	259.19	0.00	06/07/2022				No	0
602-495-9450-42120 Fuel, Oil, and Fluids				Gas/Fuel					
*** 744545	5/25/2022	224.83	0.00	06/07/2022				No	0
101-420-2400-42120 Fuel, Oil and Fluids				Gas/Fuel					
744545 Total:		1,520.78							
*** 744546	5/25/2022	178.58	0.00	06/07/2022				No	0
101-430-3100-42120 Fuel, Oil and Fluids				On Road Diesel					
*** 744546	5/25/2022	178.58	0.00	06/07/2022				No	0
101-450-5200-42120 Fuel, Oil and Fluids				On Road Diesel					
744546 Total:		357.16							
KATH Total:		5,134.60							
KENNGRAV Kennedy & Graven Chartered									
*** 167686	5/19/2022	6,937.41	0.00	06/07/2022				No	0
101-410-1320-43040 Legal Services				General Matters					
*** 167686	5/19/2022	113.00	0.00	06/07/2022				No	0
803-000-0000-22910 Developer Payments				Royal Golf Club 2nd					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
*** 167686	5/19/2022	56.50	0.00	06/07/2022				No	0
803-000-0000-22910 Developer Payments				Applewood Pointe					
*** 167686	5/19/2022	96.00	0.00	06/07/2022				No	0
430-480-8091-45805 Other Project Costs				Village Pkwy RR Crossing					
*** 167686	5/19/2022	56.50	0.00	06/07/2022				No	0
803-000-0000-22910 Developer Payments				Easton Village 7th					
*** 167686	5/19/2022	3,398.40	0.00	06/07/2022				No	0
601-494-9400-43040 Legal Services				Amendment to DNR Water Approp Permit					
*** 167686	5/19/2022	366.75	0.00	06/07/2022				No	0
601-494-9400-43040 Legal Services				Sale of Former 3m Prop to Northpoint					
*** 167686	5/19/2022	485.25	0.00	06/07/2022				No	0
431-480-8089-43040 Legal Services				Purchase of Niehaus Prop					
*** 167686	5/19/2022	113.00	0.00	06/07/2022				No	0
803-000-0000-22910 Developer Payments				Enterprise					
*** 167686	5/19/2022	48.40	0.00	06/07/2022				No	0
601-494-9400-43040 Legal Services				Purchase of Water Tower Property					
167686 Total:		11,671.21							
KENNGRAV Total:		11,671.21							
KWIKTR Kwik Trip Inc									
20220430	4/30/2022	949.04	0.00	06/07/2022				No	0
101-420-2220-42120 Fuel, Oil and Fluids				Fuel					
20220430 Total:		949.04							
KWIKTR Total:		949.04							
LEOADALY Leo A Daly									
02310262001-17	5/27/2022	21,344.37	0.00	06/07/2022				No	0
437-480-8108-43150 Contract Services				Pro Svcs thru 05/27/22					
02310262001-17 Total:		21,344.37							
LEOADALY Total:		21,344.37							
LINDERHL Linder, Henderson & Lillian									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
20220426EsmtAcq	5/17/2022	6,500.00	0.00	06/07/2022				No	0
601-480-8102-43030 Engineering Services				Parkview Cardinal St & Util Imp 2020.121					
20220426EsmtAcq Total:		6,500.00							
LINDERHL Total:		6,500.00	✓						
LOFFLER Loffler Companies, Inc.									
4003794	4/8/2022	125.66	0.00	06/07/2022				No	0
101-420-2220-42000 Office Supplies				Station #1 Copier - 03/10 to 04/09					
4003794 Total:		125.66	✓						
4030114	5/9/2022	48.10	0.00	06/07/2022				No	0
101-420-2220-42000 Office Supplies				Station #1 Copier - April					
4030114 Total:		48.10	✓						
LOFFLER Total:		173.76							
MADISON Madison National Life Ins Co Inc									
1501204	6/1/2022	796.17	0.00	06/07/2022				No	0
101-000-0000-21708 Other Benefits				Monthly Disability Ins Prem - Group 027048					
1501204 Total:		796.17							
MADISON Total:		796.17	✓						
MARONEYS Maroney's Sanitation Inc									
*** 0000929346	5/4/2022	153.02	0.00	06/07/2022				No	0
101-410-1940-43840 Refuse				Trash Service - City Hall					
*** 0000929346	5/4/2022	15.00	0.00	06/07/2022				No	0
101-420-2220-43840 Refuse				Trash Service - Fire Station 1 & 2					
*** 0000929346	5/4/2022	276.64	0.00	06/07/2022				No	0
101-450-5200-43840 Refuse				Trash Service Parks Bldg/Storage					
*** 0000929346	5/4/2022	408.80	0.00	06/07/2022				No	0
101-430-3100-43840 Refuse				Trash Service - Public Works					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
0000929346 Total:		853.46							
MARONEYS Total:		853.46	✓						
MCMA	MN City/County Mgmt Association								
2022 MCMA Full	5/18/2022	191.45	0.00	06/07/2022				No	0
101-410-1320-44330 Dues & Subscriptions				MCMA full membership renewal 5/1/22 - 4/30/22					
2022 MCMA Full Total:		191.45							
MCMA Total:		191.45	✓						
MENOAK	Menards - Oakdale								
40759	5/3/2022	51.88	0.00	06/07/2022				No	0
101-450-5200-42210 Repair/Maint. Supplies				Volleyball Court Line Screws					
40759 Total:		51.88	✓						
40772	5/3/2022	18.95	0.00	06/07/2022				No	0
101-420-2220-44010 Repairs/Maint Bldg				Station Supplies					
40772 Total:		18.95	✓						
40944	5/5/2022	10.05	0.00	06/07/2022				No	0
601-494-9400-42210 Repair/Maint. Supplies				Sump Pump Repairs					
40944 Total:		10.05	✓						
41155	5/9/2022	13.49	0.00	06/07/2022				No	0
101-450-5200-42210 Repair/Maint. Supplies				Dumpster Trailer Taillight					
41155 Total:		13.49	✓						
41338	5/12/2022	14.10	0.00	06/07/2022				No	0
101-430-3100-42210 Repair/Maint. Supplies				Grinding Wheels					
41338 Total:		14.10	✓						
*** 41396	5/13/2022	4.99	0.00	06/07/2022				No	0
601-494-9400-42300 Water Meters & Supplies				Meter Supplies					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
*** 41396	5/13/2022	63.88	0.00	06/07/2022				No	0
101-450-5200-42400 Small Tools & Minor Equipm				Small Tools					
41396 Total:		68.87 ✓							
41439	5/13/2022	39.92	0.00	06/07/2022				No	0
101-420-2220-42120 Fuel, Oil and Fluids				Fuel					
41439 Total:		39.92 ✓							
41592	5/16/2022	167.86	0.00	06/07/2022				No	0
101-450-5200-42210 Repair/Maint. Supplies				Garbage Bags					
41592 Total:		167.86 ✓							
MENOAK Total:		385.12 ✓							
MILLERDA Miller, Dave									
*** 20220513 ✓	5/13/2022	7,747.64	0.00	06/07/2022				No	0
601-480-8101-44300 Miscellaneous				Capra Utilities					
*** 20220513 ✓	5/13/2022	2,530.00	0.00	06/07/2022				No	0
601-480-8101-44300 Miscellaneous				Mantyla Well Sealing					
20220513 Total:		10,277.64							
MILLERDA Total:		10,277.64 ✓							
MILLEREX Miller Excavating Inc									
42358	5/15/2022	5,638.30	0.00	06/07/2022				No	0
601-494-9400-43150 Contract Services				Watermain break repair 33rd St					
42358 Total:		5,638.30 ✓							
42359	5/15/2022	550.00	0.00	06/07/2022				No	0
602-495-9450-43150 Contract Services				Sewer backup jetting LE Ave/34th St					
42359 Total:		550.00 ✓							
42360	5/15/2022	3,826.12	0.00	06/07/2022				No	0
603-496-9500-44010 Street Sweeping				Sealcoat Street Sweeping					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
42360 Total:		3,826.12	✓						
MILLEREX Total:		10,014.42							
MINNVALL	Minnesota Valley Testing Labs								
1142748	5/12/2022	623.25	0.00	06/07/2022				No	0
603-496-9500-44010 Street Sweeping				Street Sweeping Testing					
1142748 Total:		623.25							
MINNVALL Total:		623.25	✓						
MOTOROLA	Motorola Solutions Inc								
8281384665	5/25/2022	8,587.50	0.00	06/07/2022				No	0
410-420-2220-45500 Vehicles				E1 & B1 Mobile 800 MHz Radios					
8281384665 Total:		8,587.50							
MOTOROLA Total:		8,587.50	✓						
MYPLANDS	MYP Landscape Supply LLC								
25309	4/14/2022	155.40	0.00	06/07/2022				No	0
101-430-3100-42250 Street Maintenance				Screened Black Dirt					
25309 Total:		155.40	✓						
25310	4/14/2022	155.40	0.00	06/07/2022				No	0
101-450-5200-42250 Landscaping Materials				Screened Black Dirt					
25310 Total:		155.40	✓						
MYPLANDS Total:		310.80							
NONNEMAC	Nonnemacher, Jim & Susan								
*** 20220524	5/24/2022	7,982.64	0.00	06/07/2022				No	0
601-480-8101-44300 Miscellaneous				Capra's Utilities					
*** 20220524	5/24/2022	2,640.00	0.00	06/07/2022				No	0
601-480-8101-44300 Miscellaneous				Mantyla Well Sealing					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
20220524 Total:		10,622.64							
NONNEMAC Total:		10,622.64	✓						
OAKDRC	Oakdale Rental								
166433	5/17/2022	77.98	0.00	06/07/2022				No	0
101-430-3100-42240 Str. Maint/Landscape Materi				Propane for patch trailer					
166433 Total:		77.98	✓						
166707	5/23/2022	100.00	0.00	06/07/2022				No	0
101-430-3100-44130 Equipment Rental				Scissor Lift Rental					
166707 Total:		100.00	✓						
OAKDRC Total:		177.98							
PLUNKT	Phunkett's Pest Control Inc								
7518115	5/4/2022	274.19	0.00	06/07/2022				No	0
101-410-1940-44010 Repairs/Maint Contractual B				Pest Control - City Hall & Storage Bldg					
7518115 Total:		274.19	✓						
7520537	5/5/2022	79.50	0.00	06/07/2022				No	0
101-450-5200-44010 Repairs/Maint Bldg				Pest Control - Lions Pk Bldg					
7520537 Total:		79.50	✓						
7521600	5/6/2022	139.36	0.00	06/07/2022				No	0
101-430-3100-44010 Repairs/Maint Bldg				Pest Control - PW					
7521600 Total:		139.36	✓						
PLUNKT Total:		493.05							
POMPS	Pomp's Tire Service Inc								
980093269	5/25/2022	306.00	0.00	06/07/2022				No	0
101-430-3100-44040 Repairs/Maint Eqpt				2 Tar Wagon Tires replaced					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
980093269 Total:		306.00							
POMPS Total:		306.00	✓						
SHORT	Short Elliott Hendrickson, Inc								
420886	2/15/2022	68.00	0.00	06/07/2022				No	0
601-494-9400-43150 Contract Services				Municipal Water Sys Study Proj 2021.105					
420886 Total:		68.00	✓						
420887	2/15/2022	8,143.33	0.00	06/07/2022				No	0
601-480-8099-43030 Engineering Services				Water Tower #3 Proj 2020.118					
420887 Total:		8,143.33	✓						
421297	2/16/2022	1,925.53	0.00	06/07/2022				No	0
601-494-8085-43030 MN - 3M Settlement Workgr				Water System Modeling Proj 2021.115					
421297 Total:		1,925.53	✓						
SHORT Total:		10,136.86							
SPREEMAN	Spreeman, Lisa								
*** 20220511	5/11/2022	7,532.64	0.00	06/07/2022				No	0
601-480-8101-44300 Miscellaneous				Capra Utilities					
*** 20220511	5/11/2022	3,200.00	0.00	06/07/2022				No	0
601-480-8101-44300 Miscellaneous				McCullough & Sons Well Sealing					
20220511 Total:		10,732.64							
SPREEMAN Total:		10,732.64	✓						
STANTEC	Stantec Consulting Services Inc								
*** 1924172	5/23/2022	149.00	0.00	06/07/2022				No	0
803-000-0000-22910 Developer Payments				Inwood 4th					
*** 1924172	5/23/2022	37.25	0.00	06/07/2022				No	0
803-000-0000-22910 Developer Payments				Inwood 5th					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
1924172 Total:		186.25 ✓							
1924173	5/23/2022	74.50	0.00	06/07/2022				No	0
803-000-0000-22910 Developer Payments					Hammes 3rd				
1924173 Total:		74.50 ✓							
1924174	5/23/2022	149.00	0.00	06/07/2022				No	0
803-000-0000-22910 Developer Payments					Northport 1st				
1924174 Total:		149.00 ✓							
1924175	5/23/2022	335.25	0.00	06/07/2022				No	0
803-000-0000-22910 Developer Payments					Boulder Ponds 2nd				
1924175 Total:		335.25 ✓							
1924176	5/23/2022	111.75	0.00	06/07/2022				No	0
803-000-0000-22910 Developer Payments					Wildflower 4th				
1924176 Total:		111.75 ✓							
1924177	5/23/2022	223.50	0.00	06/07/2022				No	0
803-000-0000-22910 Developer Payments					Legacy at Northstar 1st				
1924177 Total:		223.50 ✓							
1924178	5/23/2022	74.50	0.00	06/07/2022				No	0
803-000-0000-22910 Developer Payments					Hidden Meadows 2nd				
1924178 Total:		74.50 ✓							
1924179	5/23/2022	149.00	0.00	06/07/2022				No	0
803-000-0000-22910 Developer Payments					Easton Village 5th				
1924179 Total:		149.00 ✓							
1924180	5/23/2022	186.25	0.00	06/07/2022				No	0
803-000-0000-22910 Developer Payments					Southwind				
1924180 Total:		186.25 ✓							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
1924181	5/23/2022	74.50	0.00	06/07/2022				No	0
803-000-0000-22910 Developer Payments				Union Park 2nd					
1924181 Total:		74.50	✓						
1924183	5/23/2022	1,224.50	0.00	06/07/2022				No	0
803-000-0000-22910 Developer Payments				9450 Hudson Blvd Apts					
1924183 Total:		1,224.50	✓						
1924185	5/23/2022	447.00	0.00	06/07/2022				No	0
803-000-0000-22910 Developer Payments				Springs at Lake Elmo					
1924185 Total:		447.00	✓						
1924186	5/23/2022	74.50	0.00	06/07/2022				No	0
803-000-0000-22910 Developer Payments				Inwood 6th - Kwik Trip					
1924186 Total:		74.50	✓						
1924188	5/23/2022	74.50	0.00	06/07/2022				No	0
803-000-0000-22910 Developer Payments				Boulder Ponds 4th - Senior Living					
1924188 Total:		74.50	✓						
1924189	5/23/2022	74.50	0.00	06/07/2022				No	0
803-000-0000-22910 Developer Payments				Savona 2nd					
1924189 Total:		74.50							
1925208	5/25/2022	74.50	0.00	06/07/2022				No	0
803-000-0000-22910 Developer Payments				Royal Golf CUP					
1925208 Total:		74.50	✓						
STANTEC Total:		3,534.00							
STILLACE	Stillwater Ace Hardware		✓						
226807/1	5/10/2022	7.98	0.00	06/07/2022				No	0
101-450-5200-42210 Repair/Maint. Supplies				S Hooks for Park Swings					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
226807/1 Total:		7.98							
STILLACE Total:		7.98							
TESMAN	The Tessman Company								
*** S356015-IN	5/17/2022	827.98	0.00	06/07/2022	Seed & Fertilizer			No	0
101-430-3100-42240 Str. Maint/Landscape Materi									
*** S356015-IN	5/17/2022	827.98	0.00	06/07/2022	Seed & Fertilizer			No	0
101-450-5200-42250 Landscaping Materials									
S356015-IN Total:		1,655.96							
TESMAN Total:		1,655.96							
TKDA	TKDA Associates								
002022001937	5/10/2022	221.06	0.00	06/07/2022	Whistling Valley St & Util Imp 2020.123			No	0
601-480-8104-43030 Engineering Services									
002022001937 Total:		221.06							
TKDA Total:		221.06							
TMOBIL	T-Mobile								
*** 20220511	5/11/2022	8.72	0.00	06/07/2022	SCADA Line			No	0
601-494-9400-43210 Telephone									
*** 20220511	5/11/2022	8.72	0.00	06/07/2022	SCADA Line			No	0
602-495-9450-43210 Telephone									
20220511 Total:		17.44							
TMOBIL Total:		17.44							
TRISTATE	Tri State Bobcat								
N14552	5/18/2022	224.25	0.00	06/07/2022	Rent Slit Seeder			No	0
101-450-5200-44130 Equipment Rental									
N14552 Total:		224.25							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
TRISTATE Total:		224.25							
ULINE	Uline								
148169596	4/26/2022	1,651.80	0.00	06/07/2022				No	0
101-450-5200-42400 Small Tools & Minor Equipm				3 Garbage Receptacles					
148169596 Total:		1,651.80							
ULINE Total:		1,651.80	✓						
USSOLR	USS Minnesota One MT LLC								
*** 31802	4/30/2022	59.70	0.00	06/07/2022				No	0
101-410-1940-43810 Electric Utility				US Solar Sunscription					
*** 31802	4/30/2022	238.56	0.00	06/07/2022				No	0
101-450-5200-43810 Electric Utility				US Solar Sunscription					
*** 31802	4/30/2022	149.10	0.00	06/07/2022				No	0
602-495-9450-43810 Electric Utility				US Solar Sunscription					
*** 31802	4/30/2022	89.46	0.00	06/07/2022				No	0
101-420-2220-43810 Electric Utility				US Solar Sunscription					
*** 31802	4/30/2022	328.02	0.00	06/07/2022				No	0
101-430-3100-43810 Electric Utility				US Solar Sunscription					
*** 31802	4/30/2022	178.92	0.00	06/07/2022				No	0
601-494-9400-43810 Electric Utility				US Solar Sunscription					
31802 Total:		1,043.76							
USSOLR Total:		1,043.76	✓						
VERIZON	Verizon								
9901596488	3/10/2022	296.34	0.00	06/07/2022				No	0
101-420-2220-43210 Telephone				CAD Data					
9901596488 Total:		296.34	✓						
9903917723	4/10/2022	296.32	0.00	06/07/2022				No	0
101-420-2220-43210 Telephone				CAD Data					
9903917723 Total:		296.32	✓						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
9906254692	5/10/2022	296.32	0.00	06/07/2022				No	0
101-420-2220-43210 Telephone				CAD Data					
9906254692 Total:		296.32	✓						
VERIZON Total:		888.98	✓						
VESSCO Vessco, Inc									
086501	1/28/2022	1,982.00	0.00	06/07/2022				No	0
601-494-9400-44030 Repairs\Maint Imp Not Bldg				Well #4 Chemical Pump Repair					
086501 Total:		1,982.00							
VESSCO Total:		1,982.00	✓						
VUESEE Vuc, See									
*** 20220516	5/16/2022	7,212.64	0.00	06/07/2022				No	0
601-480-8101-44300 Miscellaneous				Capra's Utilities					
*** 20220516	5/16/2022	2,080.00	0.00	06/07/2022				No	0
601-480-8101-44300 Miscellaneous				Mantyla Well Sealing					
20220516 Total:		9,292.64							
VUESEE Total:		9,292.64	✓						
WASHPH Washington County Public Health									
*** 2022-PHE-0830	1/27/2022	39.00	0.00	06/07/2022				No	0
101-430-3100-43840 Refuse				Hazardous Material Disp Lab Packs					
*** 2022-PHE-0830	1/27/2022	281.25	0.00	06/07/2022				No	0
101-410-1940-43840 Refuse				City Hall Fluorescents & paint disposal					
2022-PHE-0830 Total:		320.25							
WASHPH Total:		320.25	✓						
WASHTAX Washington County Property Records & Taxpayer Svc									
201933	5/17/2022	121,797.08	0.00	06/07/2022				No	0
101-410-1320-43100 Assessing Services				2022 Assessment Fees					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
201933 Total:		121,797.08							
WASHTAX Total:		121,797.08	✓						
WILKESDE	Wilkes, Dennis								
*** 20220524	5/24/2022	7,085.64	0.00	06/07/2022				No	0
601-480-8101-44300	Miscellaneous			Capra's Utilities					
*** 20220524	5/24/2022	2,230.00	0.00	06/07/2022				No	0
601-480-8101-44300	Miscellaneous			Mantyla Well Drilling					
20220524 Total:		9,315.64							
WILKESDE Total:		9,315.64	✓						
XCEL	Xcel Energy								
780837317	5/20/2022	73.59	0.00	06/07/2022				No	0
101-430-3100-43811	Street Lights			179 Keats Ave Traffic Signal					
780837317 Total:		73.59	✓						
780837461	5/20/2022	53.37	0.00	06/07/2022				No	0
101-430-3100-43811	Street Lights			689 Inwood Ave Traffic Signal					
780837461 Total:		53.37	✓						
780839412	5/20/2022	2,592.33	0.00	06/07/2022				No	0
601-494-9400-43810	Electric Utility			4525 Lily Ave N - Well #5 Pumphouse					
780839412 Total:		2,592.33	✓						
780927254	5/23/2022	32.53	0.00	06/07/2022				No	0
101-430-3100-43811	Street Lights			3014 Jamley Ave N Traffic Light					
780927254 Total:		32.53	✓						
XCEL Total:		2,751.82	✓						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			

Report Total:

514,669.32



STAFF REPORT

DATE: 6/7/22

CONSENT MOTION

TO: City Council

FROM: Julie Johnson, City Clerk; Rebecca McGuire, Deputy Clerk

AGENDA ITEM: Recycling Grant

REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND:

For several years, the City has been a participant in the Recycling Grant program offered by Washington County. This program allows for reimbursement of costs related to encouraging residential recycling in the City of Lake Elmo.

ISSUE BEFORE COUNCIL:

Should the city approve the Recycling Grant Agreement with Washington County?

PROPOSAL DETAILS/ANALYSIS:

Staff has identified projects including updating the City's solid waste ordinance and performing community outreach via the City's website, newsletter and other electronic communications to encourage recycling and inform residents of opportunities to reduce their solid waste through recycling. The project plan has been accepted by Washington County and upon completion of the tasks included the City will receive a grant of \$14,004 for 2022.

FISCAL IMPACT:

- \$14,004 will be received if all tasks are completed according to the plan.

OPTIONS:

- Approve the Recycling Grant Agreement
- Deny the Recycling Grant Agreement
- Table for future discussion

RECOMMENDATION:

"Motion to approve the 2022 Grant Agreement for Municipal Recycling Grant Distribution between the City of Lake Elmo and Washington County."

ATTACHMENTS:

- Grant Agreement

**2022
GRANT AGREEMENT
FOR
MUNICIPAL RECYCLING GRANT DISTRIBUTION**

THIS AGREEMENT made and entered into by and between the County of Washington, hereinafter referred to as the "County", and the City of Lake Elmo, 3880 Laverne Avenue North, Lake Elmo, MN 55042, hereinafter referred to as the "Grantee".

WHEREAS, the County desires to encourage and provide opportunities for residential recycling to reduce the County's reliance on solid waste disposal facilities, and

WHEREAS, the Washington County Board of Commissioners has budgeted funds to be used to further develop recycling projects in the County.

NOW, THEREFORE, the parties hereto agree as follows:

1. Term:

The term of the Agreement shall be from the date this Agreement is approved by the County to December 31, 2022.

2. The County's Obligations:

The County will pay the Grantee an amount of up to \$14,004.00 which is to be used for recycling program expenses in 2022. Payment will be within 60 days of execution of this Agreement.

3. The Grantee's Obligations:

- a. The Grantee agrees to follow their 2022 Municipal Recycling Grant Application and the guidelines therein (Exhibit A).
- b. The Grantee will use all recycling grant money received in 2022 as a result of this Agreement, for base funding activities, recycling projects, and public education related to recycling, as indicated in Exhibit A. If all recycling grant funds are not used within the grant period, the Grantee must return unexpended funds to the County unless the County approves utilizing the unspent funds for recycling projects the following year.
- c. The Grantee shall sign and return this Agreement to the County by July 1, 2022. Failure to do so will result in a reduction or loss of grant funds.
- d. The Grantee agrees to support State efforts in obtaining hauler reports by ensuring compliance through ordinance, contract or license requirements and the ability to exercise punitive actions, if needed.
- e. The Grantee will prepare and submit annual work plan project reports to the County. The reports shall cover the time period from January 1 to December 31 and shall be submitted to the County by January 31st of the year following the reporting period. The annual reports are available on the County's Municipal Recycling Grant Application and Reporting software (Re-TRAC Connect).
- f. Pursuant to Minnesota Statutes Sections 115A.46 and 115A.471, all waste generated by city/township government activities (including city/town halls, public

works buildings, parks, and for city/townships that arrange for waste services on behalf of their residents) shall be delivered to the Ramsey/Washington Recycling and Energy Center in Newport for disposal. Failure to comply with this provision shall constitute a breach of this Grant Agreement.

- g. The parties agree that if the Grantee contracts or otherwise arranges for municipal solid waste hauling service on behalf of its residents and/or businesses and the Grantee issues bills for this service, the Grantee shall bill the County Environmental Charge (CEC) as a separate line item on the solid waste bill and shall make reasonable effort to collect the CEC. Exception to this provision is if the licensed hauler collected the CEC for the previous year. All County Environmental Charges collected shall be remitted to the County according to section 14.5 of Washington County Ordinance #178 or its replacement, Ordinance #194, effective July 1st, 2014. Failure of the Grantee to comply with this provision shall constitute a breach of this Grant Agreement and will result in loss of grant funds.

4. Indemnification and Insurance:

- a. The Grantee agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages, and expenses which the County, its officers, or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts or omissions of the Contractor/Consultant in the performance of this agreement.
- b. The Grantee agrees that in order to protect itself, as well as the County, under the indemnity provisions set forth above, it will at all times during the term of this Agreement, keep in force the following insurance protection in the limits specified:
 - 1. Commercial General Liability/Professional Liability with contractual liability coverage in the amount of the County's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.
 - 2. Automobile coverage in the amount of the County's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.
 - 3. Worker's Compensation in statutory amount. (if applicable)

Prior to the effective date of this Agreement, the Grantee will furnish the County with a current and valid proof of insurance certificate indicating insurance coverage in the amounts required by this agreement. This certificate of insurance shall be on file with the County throughout the term of the agreement. As a condition subsequent to this agreement, Grantee shall insure that the certificate of insurance provided to the County will at all times be current. The parties agree that failure by the Vendor to maintain a current certificate of insurance with the County shall be a substantial breach of the contract and payments on the contract shall be withheld by the County until a certificate of insurance showing current insurance coverage in amounts required by the contract is provided to the County.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days notice thereof to the County.

5. Data Practices:

All data collected, created, received, maintained, or disseminated for any purposes by the activities of Grantee because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal regulations on data privacy.

6. Condition Subsequent:

It is understood and agreed that in the event that reimbursement to the County from state sources is not obtained and continued at a level sufficient to allow the Grant, the obligations of each party hereunder shall thereupon be reviewed to determine the necessity of renegotiating all or parts of this Agreement.

7. Records Availability and Retention:

Pursuant to Minnesota Statute Section 16C.05, Subd. 5, the Grantee agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures of the Grantee and involve transactions relating to this Agreement.

Grantee agrees to maintain these records for a period of six (6) years from the date of termination of this Agreement.

8. Independent Contractor:

Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the County. No tenure or any rights or benefits, including Worker's Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees, shall accrue to the Grantee or employees of the Grantee performing services under this Agreement.

9. Nondiscrimination:

During the performance of this Agreement, the Grantee agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, sexual preference or orientation, disability, marital status, public assistance status, criminal record, creed or national origin,

be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable Federal and State Laws against discrimination.

10. Firearms Prohibited:

Unless specifically required by the terms of this contract or the person it is subject to an exception provided by 18 USC§ 926B or 926BC (LEOSA) no provider of services pursuant to this contract or subcontractors shall carry or possess a firearm on county premises or while acting on behalf of Washington County pursuant to the terms of this agreement. Violation of this provision is grounds for immediate suspension or termination of this contract.

11. Noncompliance by Grantee:

If the County finds that there has been a failure to comply with the provisions of this Agreement, the County may terminate the Agreement at any time following seven (7) days written notice to the Grantee and upon failure of the Grantee to cure the default within the seven day period. The County will require the Grantee to repay the grant funds in full or in a portion determined by the County. Nothing herein shall be construed so as to limit the County's legal remedies to recover grant funds.

12. Termination:

This Agreement may be canceled by either party upon thirty (30) days written notice. Notice to the Cities shall be mailed to the City Administrator or to the City Clerk if there is no Administrator. Notice to Townships shall be mailed to the Township Clerk. Notice shall be sent to the official business address of the City or Township. Notice to the County shall be mailed to: Department of Public Health and Environment, 14949 62nd Street N, PO Box 6, Stillwater, MN 55082-0006.

13. Merger and Modification:

- a. It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- b. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an Amendment and signed by the parties.

14. Force Majeure Events::

For purposes of this agreement, "Force Majeure" refers to an event that by its nature is

unforeseen, or, if it was foreseen, was beyond reasonable control by either party, and includes COVID-19. With a Force Majeure event of COVID-19, the parties agree to 1) make an attempt to reschedule any such municipally planned events impacted by COVID-19 included but not limited to community clean-ups, collection events, planned performances, and promotional campaigns, or 2) substitute the impacted event with other acceptable recycling efforts as outline in Exhibit A of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

GRANTEE

BY _____

TITLE _____

DATE _____

WASHINGTON COUNTY

BY _____

David Brummel, Director
Department of Public Health
and Environment

DATE _____

APPROVED AS TO FORM

BY: /S/ Kevin Magnuson
Ass't Washington Co. Attorney

DATE: 5/2/22

Municipal Recycling Grant Guidelines

2022

Municipalities in Washington County are responsible for establishing and maintaining municipal recycling programs. The County provides educational, financial and technical assistance to local governments to aid these programs. The County's municipal recycling grant program assists municipalities with recycling program expenses.

Grant funding levels are dependent on municipality household counts and recycling program activities. Municipalities are encouraged to apply for the maximum level of funding. Four levels of grant funding are available:

1. A base amount is provided to cover administrative and program expenses to sustain existing programs and covers the BASIC category of the recycling continuum. Base funding is dependent on the number of households in a community.
2. A second level, project funding, is targeted to specific grant projects that are related to achieving recycling goals and covers projects contained in the IMPROVED and ADVANCED categories of the recycling continuum.
3. A third level, incentive funding, is one-time special project funding for large projects or purchases that cannot be covered with project funding.
4. A fourth level, shared resources funding, is targeted to fund collaborations among municipalities.

I. Eligibility Requirements

In order to receive funding through the Washington County municipal recycling grant program, municipalities must meet the following eligibility requirements:

1. A municipality's curbside recycling program shall be established by ordinance or a contract with a recycling contractor and be in operation during 2022.
2. Municipality must support State efforts in obtaining hauler reports by ensuring compliance through ordinance, contract or license requirements and the ability to exercise punitive actions, if needed.
3. All multi-unit dwellings (4 or more units) must have recycling service available.
4. At a minimum, the municipality must meet or plan to meet the components under the BASIC category of the recycling continuum (see page 9).
5. At a minimum, municipal staff must participate in two recycling coordinator meetings and one meeting with PHE staff per year to develop the two year grant project work plan.

6. Supply Verification of Compliance with Minnesota Statute 115.471 and 115A.46 Public Entities Law (if applicable)
7. Complete projects and performance measures outlined on the application or return funds for incomplete projects.
8. Complete the previous grant cycle expenditures and project final reports as well as submitted a complete application for the current grant cycle.
9. Continue to make progress along the municipal recycling performance continuum.

II. Funding Application

Municipalities must complete a funding application by April 14th, 2022 to receive grant funding. Completed applications and yearly work plan must be submitted using the Re-TRAC Connect program.

III. Grant Funding Allocation

Funding is separated into four (4) categories:

1. **Base funding:** funding for activities that sustain the municipalities existing recycling program. This includes funding for administration of a recycling ordinance, resident questions, completing the municipal grant application, work plan and annual report, residential recycling information, website maintenance, and meeting the BASIC category of the continuum, which can be found on page 9. The table below shows how base funding is determined for each community.

# of Households	Eligible Amount for Base Funding
<450	\$1,500.00
451-1000	\$2,500.00
1001-2000	\$5,000.00
2001-5000	\$10,000.00
5001-10000	\$20,000.00
≥10000	\$30,000.00

Note: household data is retrieved from the Metropolitan Council's most recent population estimates. These estimates are the official population and household estimates for state government purposes, including how local government aid (LGA) and local street aid allocations are determined. Previous year estimates are prepared the following year and certified by July 15.

2. **Project funding:** funding to develop and implement new or expanded recycling projects that encourage movement along the recycling continuum in the IMPROVED and ADVANCED categories, found on page 9. A municipality is eligible to receive \$0.50/household per project. A municipality may qualify for up to four projects per year.

3. **Incentive funding:** one-time special project funding for large purchases that cannot be covered with project funding. Incentive funding can be applied for after the April 14th, 2022 grant application deadline so long as the municipality meets to discuss with PHE staff. Funding can be requested and utilized at any time during the 2022 grant cycle.
4. **Shared Resource funding:** this is targeted to fund collaborations among municipalities. Municipalities participating in shared resource funding must designate one municipality to act as representative and fiscal agent to be liaison with the county.

IV. Eligible Expenses

Grant funds may be used for the following recycling related expenses:

1. **Administrative (maximum of 75% of County grant funds effective 2022)**
 - Salary and legal costs of personnel only while directly working on, part time or full time, the planning, implementation and promotion of eligible activities.
 - Salaries, benefits and mileage for consultant services or temporary help with prior written approval from PHE and must be related to eligible activities.
 - County-approved educators, performers, and municipal staff who help implement required education activities using County toolkits and standardized messaging.
2. **Capital expenses**
 - Event recycling containers (i.e. Clear Stream recycling)
 - Public space recycling containers (i.e. parks, trails, athletic facilities)
 - Recycling containers and education for municipally owned/operated buildings and internal spaces
 - Municipal (residents only) food scraps drop-off site (i.e. collection costs, signage, promotion)
3. **Public Education and Promotion**
 - Design, production, and distribution of flyers, brochures, newsletter articles, posters, advertisements, videos, billboards, audio (radio, video, television, theater), electronic (website and e-news) and other communication promotional items reaching at least 1% of population
 - Updating and disseminating Washington County flyers, brochures, newsletters, posters, advertisements, videos, billboards, audio (radio, video, television, theatre) electronic (website and e-news) and other communication promotional items
 - Development of promotional materials for a community event such as a clean-up day or road clean up event
 - The percentage of cost for a municipality's newsletter devoted to recycling
 - Environmental commissions and related expenses directly related to recycling and waste education (maximum of 25% of County grant funds)
4. **Other**
 - Yard waste, recycling, or composting project (i.e. backyard composting)

- promotion activities)
- Reuse projects and promotion
- Other expenses with prior written approval from the PHE

V. Ineligible Expenses

1. Permanent, single sort, year-round recycling drop-off locations
2. Disposal expenses related to community clean up events or road cleanup activities such as wages to workers and hauling/disposal expense for trash or material collected and used as a fuel such as tires and used oil
3. Expenses for non-waste abatement, such as energy or ground water
4. Ongoing recycling or garbage service fees (collection, processing, transportation)
5. Costs for office equipment and supplies
6. Street sweeping expenses
7. Beautification projects or rain gardens
8. Lobbying and legal expenses
9. Food or refreshments
10. Funding currently budgeted or being provided by applicant

VI. List of Standard Recyclable Materials to Be Collected Curbside for Single Sort Collection

PHE created the list of standard recyclable materials to be collected curbside after researching current materials collected curbside by haulers as well as the availability of viable end markets for those materials. This list covers only the **minimum** materials recommended for residential curbside collection. A municipality may require the collection of additional recyclable materials. A municipality may choose how to enforce such as through ordinance or hauler licensing. At a minimum, the following materials must be included in the municipality's curbside program:

Standard Recyclable Materials to Be Collected Curbside for Single Sort Collection

Paper

- Boxboard including corrugated cardboard (OCC)
- Envelopes- window and metal clasps acceptable
- Magazines and catalogs
- Mail, office and school paper
- Newspaper and inserts
- Phone books

Cartons

- Milk and broth cartons
- Juice boxes

Metal

- Food and beverage aluminum/tin/bimetal cans

Glass

- Food and beverage bottles and jars

Plastics

- PET (#1)
 - water, soda and juice bottles
 - ketchup and salad dressing bottles
- HDPE (#2)
 - Milk and juice jugs
 - Dish soap bottles and detergent jugs
 - Shampoo, soap and lotion bottles
- PP (#5)
 - Yogurt, pudding and fruit cups
 - Margarine, cottage cheese and other tubs

This standard list of recyclables for single sort recycling collection will be periodically reviewed and updated by PHE as additional materials and end markets become available. PHE may add materials to this list and require municipalities to begin collection of the new materials within one year of receiving notification from the PHE.

VII. Verification of Compliance with Minnesota Statute 115.471 and 115A.46

Public Entities Law

As a condition of eligibility for the Washington County Municipal Recycling Grant funds, pursuant to Minnesota Statutes 115A.46, subd. 5 and 115A.471, all waste generated by municipal government activities, including, but not limited to city/town halls, public works buildings, parks, etc., and waste arranged or waste contract for on behalf of its residents (such as organized garbage collection), must be managed in accordance with the County's Solid Waste Management Plan and delivered to the Ramsey/Washington County Resource Recovery Facility in Newport for disposal. Failure to comply with this provision shall constitute a breach of the Municipal Recycling Grant Agreement.

VIII. Reporting

1. Hauler Reporting

The Minnesota Pollution Control Agency will collect tonnage reports directly from haulers on behalf of Counties and Municipalities. Reports will be collected on a quarterly basis and will have tonnage amounts for MSW/garbage, recycling and source separated organics listed for each County. To ensure data is provided to the State quarterly, municipalities are expected to continue their role in enforcing hauler compliance through existing ordinances, contracts or licenses with haulers. Municipalities are expected to exercise punitive actions, if needed. The final, compiled hauler reports will be available on the County's Re-TRAC Connect system for municipality's to view after the reporting period has closed.

2. Annual Work Plan Project Status Reports

Municipalities receiving funding through the Washington County municipal recycling

grant program must complete annual work plan project status reports. The annual report is a measure of a municipality's progress towards meeting components on the recycling continuum and on program expenditures. Annual reports must be completed by the municipality receiving the grant by mid-February of each year using the County's Re-TRAC Connect system.

a. Work plan project status report:

- project completion (yes/no)
- performance measurements (minimum of 3 forms of measurement, as identified in work plan, should be reported)
- description of information helpful to other municipalities desiring to replicate projects

3. Final Program Expenditures Report

Municipalities receiving funding through the Washington County municipal recycling grant program must complete final program expenditures report at the end of the grant term. Reports must be completed to receive funding in future grant cycles. Components to be included in the final report includes the following:

a. Program expenditures: *Total program expenditures must equal total program revenue.*

- Administrative costs including
 - Direct salaries
 - Direct membership, training, subscriptions
 - Consultant services and or temporary help
 - Promotion
 - Design, printing and postage
 - Advertisements
 - Videos
 - Promotional items
 - Special events
 - Other (list and describe)
- Capital Costs
- Collection Costs (recycling grant funds cannot be used for collection costs)
- Other

b. For each line item on the report's expenditures sheet, indicate:

- Total County grant funds used
- City/Township funds contributed
- % of County grant used for particular line item
- Total expenditures

IX. Recycling Performance

A municipality's performance will be evaluated based on information from the annual work plan project status reports, and reasonable effort towards reaching outcomes from work plan

activities implemented and progression along the recycling continuum. PHE reserves the right to request documentation for information submitted.

Failure by a municipality to demonstrate measureable progress towards one or more of the work plan goals will result in a Recycling Improvement Plan be submitted 90 days of being notified by PHE. The Plan must be negotiated with PHE and specify the efforts that will be undertaken by the municipality to improve its recycling program to achieve the identified goal in the work plan by implement strategies agreed upon by municipal staff and PHE. The plan should focus on components of the recycling continuum. Funding may be withheld until the municipality's Plan is completed and approved by PHE.

X. County Responsibilities

1. Grant documents

PHE will provide the grant application and work plan by January 1st for each municipality to use to request grant funding and to develop project work plans. PHE will also provide the annual report for municipalities to report on their recycling program. Annual reports are available year round.

2. Meetings

PHE staff will continue to host quarterly recycling coordinator meetings and will make meeting materials available on the [City Recycling Resources](#) webpage on the County's website. PHE staff will also continue to coordinate individual work plan meetings with each municipality to identify grant projects.

3. Technical assistance

PHE staff will help identify if and how additional technical assistance is needed.

4. Payments

Grant payment will be made in one installment, which is to be used for recycling program expenses in 2022. The payment will be made within 60 days of execution of the Recycling Grant Agreement.

5. Recycling tonnages

Recycling tonnages for each municipality will be collected by the Minnesota Pollution Control Agency (the State) from the community's recycling hauler(s) on a bi-annual basis. Reports are available on the County's Re-TRAC Connect system.

6. Residential recycling survey

If requested, PHE will assist in the development of a survey on residents' recycling knowledge and behavior for municipalities to promote and distribute regularly.

7. Online recycling information and best practices

PHE will maintain the [City Recycling Resources](#) webpage on the County's website for use by municipal staff to obtain information on recycling best practices, learn about other grantee projects, track recycling coordinator meetings, and access templates and other educational information designed specifically for use by municipalities.

8. Commercial Recycling

PHE has a separate funding mechanism to promote and support recycling in the commercial sector. This program is called BizRecycling and more information can be found at www.bizrecycling.com.

9. Recycling in multi-unit dwelling (4+ units)

PHE has a separate funding mechanism to promote and support recycling in multi-unit dwellings. More information and ways to access this program can be found on www.bizrecycling.com.

Supplemental documents required upon application submittal:

- ☐ Current waste and recycling ordinance(s) (if applicable)
- ☐ Current waste and recycling contract(s) (if applicable)
- ☐ City/Township council meeting minutes (if applicable)
- ☐ Verification of public entities law (Minnesota Statute 115.471 and 115A.46) (if applicable)
- ☐ A certificate of insurance indicating the municipalities' general liability limits as indicated in Section 4 of the Agreement. *Please be sure to include the certificate with the application and not have it sent separately by your insurance carrier.*

Washington County Municipal Recycling Grant Continuum

<i>BASIC</i>	<i>IMPROVED</i>	<i>ADVANCED</i>
Administrative	Administrative	Administrative
Actively participate in municipal recycling grant program	Engage in professional development around recycling best practices	Provide professional development opportunities to municipal leadership and staff on recycling best practices
Participate in a minimum of two recycling coordinator meetings per year, either virtually or in person	Develop partnerships within the community to create more widespread knowledge of recycling best practices	Develop partnerships with other municipalities
Sustain a curbside recycling program by ordinance or contract	Update solid waste/recycling ordinance and/or contract with assistance from county to meet current state requirements and language	Update solid waste/recycling ordinance and/or contract with the assistance from the county to expand and require recycling best practices
Require collection of standard list of recyclables updated annually by the county	Support community wide efforts to increase recycling of non-standard items	Adopt municipal policies to support waste reduction, reuse, and recycling
Support state efforts in obtaining hauler reports through ordinance, contract or license requirements		
Capital Expenses	Capital Expenses	Capital Expenses
Replace worn/torn/missing signage or updated signage provided by the county	Provide recycling in municipally owned/operated public spaces	Establish municipal drop locations for use by residents for items not available for curbside pick-up
	Provide recycling in municipally owned/operated buildings (non-public facing)	Develop programs that target reuse
	Replace worn/torn/missing signage	Expand away from home recycling opportunities, such as fairs, parks, athletic fields, arenas, and recreation centers
Education & Information	Education & Information	Education & Information
Establish and maintain web page with recycling and waste information for residents and businesses that at a minimum provides hauler and collection information, city disposal locations, and city container requirements	Improve and maintain information on web page to encourage waste reduction and reuse	Provide recycling and waste information to new residents in the community
Share designated county created communications or link, and maintain links, to them on county web page	Encourage backyard composting and provide information on county's compost bin/rain barrel sales	Establish recycling targets for the community
	Encourage special events in community to utilize the county's special event resources	Store county provided Clear Streams recycling containers and Special Events toolkits for use by community
	Reach 1% of resident population with municipal waste and recycling information and programs	Provide recycling and food scrap containers for events hosted or sponsored by the municipality or located on public property
	Encourage reuse opportunities and provide outreach on environmental benefits of reuse	Establish reuse incentive programs or equipment library
Multi-Unit Dwellings	Multi-Unit Dwellings	Multi-Unit Dwellings
Ensure all multi-unit dwellings (4 or more units) have recycling services available	Provide educational materials to interested properties and refer property managers to Washington County staff	Target education to multi-units and/or property managers
	Host clean-up event for multi-units	Coordinate clean-up events for multi-units based on multi-unit turnover



STAFF REPORT

DATE: June 7, 2022

CONSENT

TO: Honorably Mayor and City Council

FROM: Kristina Handt, City Administrator

AGENDA ITEM: Metropolitan Council Water Efficiency Grant Agreement

BACKGROUND:

In March, staff applied for another Met Council Water Efficiency Grant, similar to the one the city received in 2020. In May, we learned the city had been awarded a \$43,000 grant. The grant agreement is included in your packet for review and approval. This grant period runs from July 1, 2022-June 30, 2024.

ISSUE BEFORE COUNCIL:

Should the City Council approve the Grant Agreement with the Metropolitan Council for the Water Efficiency Grant?

PROPOSAL DETAILS/ANALYSIS:

The Metropolitan Council will reimburse 80% of the cost of the water efficiency replacement rebate program. We will expand the program to apply to all grant eligible activities:

Eligible water efficiency devices consist of the following:

- Toilet replacement with a US EPA WaterSense labeled toilet
- Irrigation controller replacement with a US EPA WaterSense labeled controller, either weather-based or soil moisture-based
- Clothes washing machine replacement with a US DOE Energy Star labeled clothes washing machine
- Irrigation spray sprinkler body replacement with a US EPA WaterSense labeled spray sprinkler body
- Irrigation system audit by an Irrigation Professional certified by a US EPA WaterSense program
- Residential dishwasher replacement with a US DOE Energy Star labeled residential dishwasher

Staff will prepare advertisements, mailings, newsletters, online updates and social media updates to residents to encourage participation in the program.

Residents who are municipal water customers will be required to submit proof of purchase of an eligible device and will receive reimbursement as a rebate posted to their water account the following quarter.

New construction and new developments are not eligible

FISCAL IMPACT:

The grant provides for an initial reimbursement of up to \$43,000. Additional funding is available if there is a greater level of program participation than anticipated. The city must provide a 20% match (\$8,600) of any Met Council grant funds. In addition, the city and met council contributions cannot cover 100% of the cost of the purchase. To simplify meeting this requirement, the city will ask that water customers cover an amount equal to the sales tax associated with the purchase.

OPTIONS:

- 1) Approve the Clean Water Fund Grant Agreement with the Metropolitan Council
- 2) Do not approve the Clean Water Fund Grant Agreement with the Metropolitan Council

RECOMMENDATION:

If removed from the consent agenda:

Motion to approve the Water Efficiency Grant Agreement No. SG-17773 with the Metropolitan Council and authorize the City Administrator to execute all necessary documents.

ATTACHMENTS:

- Clean Water Fund Grant Agreement NO. SG-17773

METROPOLITAN COUNCIL

CLEAN WATER FUND GRANT AGREEMENT NO. SG-17773

This Clean Water Fund Grant Agreement ("Grant Agreement") is entered into between the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota ("Council") and the City of Lake Elmo, a municipal corporation ("Grantee").

RECITALS

1. Minnesota Session Laws 2021, 1st Special Session, Chapter 1, Article 2, Section 8, appropriated to the Council funds from the Legacy Amendment's Clean Water Fund ("Clean Water Fund") for State fiscal years 2022 and 2023, to establish a water demand reduction grant program to encourage municipalities in the metropolitan area to implement measures to reduce water demand to ensure the reliability and protection of drinking water supplies.
2. The Council is authorized by Minnesota Statutes sections 473.129, subdivision 4 to apply for and use grants from the State for any Metropolitan Council purpose and may dispose of the money in accordance with the terms of the appropriation.
3. The Grantee is authorized to receive grants from the Clean Water Fund for a water demand reduction program to implement measures to reduce water demand to ensure the reliability and protection of drinking water supplies.
4. On May 4, 2022, the Council authorized the granting of portions of the appropriation to the Grantees participating in the grant program.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the reasonable satisfaction of the Council.

GRANT AGREEMENT

1. Term of Grant Agreement.

- 1.1. Effective Date. The effective date of this Grant Agreement is the date this agreement is fully executed.
- 1.2. Grant Activity Period. The first day of the month following the Effective Date through and including the expiration date.
- 1.3. Expiration Date. Upon satisfactory fulfillment of obligations, but in no event later than June 30, 2024.
- 1.4. Survival of Terms. The following clauses survive the expiration, termination or cancellation of this Grant Agreement; 9. Liability and Insurance; 10. Audits; 11. Government Data Practices; 13. Data Availability; 14. Governing Law, Jurisdiction and Venues; 16. Data Disclosure; 18. Future Eligibility.

2. Duties, Representations and Warranties of Grantee and Use of Grant Funds.

- 2.1. The Grantee agrees to conduct, administer and complete in a satisfactory manner and in accordance with the terms and conditions of this Grant Agreement the program ("Grantee Program") which is

described in Grantee's application to Council for assistance under the Council's Clean Water Fund grant program. Grantee's application is incorporated into this Grant Agreement as **Exhibit A**. Grantee agrees to perform the Grantee Program in accordance with the timeline in **Exhibit B** of this Grant Agreement and to undertake the financial responsibilities described in **Exhibit B**. The Grantee has the responsibility and obligation to complete the Grantee Program as described in **Exhibit B**. The Council makes no representation or warranties with respect to the success and effectiveness of the Grantee Program. The Council acknowledges that Grantee Program work may be limited to soliciting participation by its residents and businesses in the Grantee Program and requires additional work by the Grantee only to the extent that residents and businesses choose to participate in the Grantee Program, as described in **Exhibit B**.

The Grant Funds must be entirely passed through and can only be used for authorized rebates or grants for qualifying activities.

2.2. Grantee Representations and Warranties. The Grantee represents and warrants to Council, as follows:

A. It has the legal authority to enter into this Grant Agreement and to conduct and administer the Grantee Program and use the Grant Funds for the purpose or purposes described in this Agreement

B. It has taken all actions necessary for its execution of the Agreement and has provided to Council a copy of the resolution by its governing body authorizing Grantee to enter into this Agreement.

C. It has the legal authority to undertake the Clean Water Fund Grant Program, including the Grantee's financial responsibilities in **Exhibit B**

D. As specified in Exhibit A only Grantee's authorized representative may provide certifications required in this Grant Agreement and submit pay claims for reimbursement of Grantee Program costs.

E. It will comply with all the terms of this Agreement.

F. It will comply with all requirements of Clean Water Funding legislation and appropriations, except for requirements that this Grant Agreement explicitly states will be handled by the Council.

G. It has made no material false statement or misstatement of fact in connection with the Grant Funds, and all of the information it has submitted or will submit to the Council relating to the Grant Funds or the disbursement of any of the Grant Funds is and will be true and correct. It agrees that all representations contained in its application for the Clean Water Fund Grant are material representations of fact upon which the Council relied in awarding this Grant and are incorporated into this Agreement by reference.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no material actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it and is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Grant Agreement, or to perform any of the acts required of it in the Agreement.

I. Compliance with the requirements of this Grant Agreement is not prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement to which it is bound.

J. The Grantee Program will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Grantee Program will be conducted in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or other political subdivisions having jurisdiction over the Grantee Program.

L. It will comply with the financial responsibility requirements contained in **Exhibit B**.

M. It will furnish satisfactory evidence regarding these representations if requested by the Council.

3. Time.

Grantee must comply with all time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. Eligible Costs.

Eligible costs are those costs incurred by parties within the jurisdiction of the Grantee for 80% of rebate or grant payments as defined in **Exhibit B**. The Council will not reimburse Grantee for non-eligible costs. Any cost not defined as an eligible cost or not included in the Grant Grantee Program or approved in writing by the Council is a non-eligible cost.

5. Consideration and Payment.

5.1 **Consideration.** The Council will reimburse Grantee for eligible costs performed by the Grantee during the Grant Period as specified in this agreement. The Council bears no responsibility for any cost overruns that may be incurred by the Grantee or sub-recipients of any tier. The initial Grant amount to Grantee under this Grant Agreement is \$43,000. The Grantee may be eligible to receive additional Grant amounts or an adjustment in Grant amount in accordance with the procedure in the Grant Amendment Form attached and incorporated as **Exhibit C**. Upon signature by both Grantee and Council on **Exhibit C** this Grant is amended by the amount in **Exhibit C**.

5.2. **Advance.** The Council will make no advance of the Grant Amount to Grantee.

5.3. **Payment.** To receive payment, the Grantee must submit a Reimbursement Request on forms provided by the Council, including electronically scanned receipts to verify the cost of eligible devices reported for each reporting period. Reimbursement Request must be submitted quarterly, even if there are no eligible costs to report. The Grantee must describe its compliance with its the financial requirements, work completed including specific addresses where work was done, and provide sufficient documentation of grant eligible expenditures and any other information the Council reasonably requests. The Council will promptly pay the Grantee after the Grantee presents to the Council a Reimbursement Request and scanned copies of all receipts verifying the cost for all eligible devices reported and the Council's Authorized Representative accepts the invoiced services.

6. Conditions of Payment.

6.1. For each approved device for which Grantee requests payment, Grantee must certify the following to the Council: (1) the device has been purchased ; (2) Grantee received receipts for the device; (3) the purchase was not performed in violation of federal, state, or local law, or regulation.

6.2. Conditions Precedent to Any Reimbursement Request. The obligation of the Council to make reimbursement payments is subject to the following conditions precedent:

A. The Council's receipt of a Reimbursement Request/Progress Report for the funds requested, and electronic copies of receipts verifying the cost for all eligible devices for that reporting period

B. If requested by the Council (in form and substance acceptable to the Council), evidence that (i) the Grantee has legal authority to and has taken all actions necessary to enter into this Agreement and (ii) this Agreement is binding and enforceable against the Grantee.

C. There is no Event of Default under this Grant Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse.

D. The Grantee has supplied to the Council all other items that the Council may reasonably require to assure good fiscal oversight of state's funding through the Clean Water Fund.

7. Authorized Representative.

The Council's Authorized Representative is:

Name: Brian Davis or successor
Title: Principal Engineer
Mailing Address: 390 North Robert Street
St. Paul, MN 55101
Phone: (651) 602-1519
E-Mail Address: brian.davis@metc.state.mn.us

The Council's Authorized Representative has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Agreement. If the services are satisfactory, the Council's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is:

Name: Kristina Handt, City Administrator
Mailing Address: 3800 Laverne Ave N, Lake Elmo, MN 55042
Phone: 651-747-3905
E-Mail Address: khandt@lakeelmo.org

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Council and within 30 days provide a new City resolution (if such resolution is necessary) specifying the new Representative.

8. Assignment, Amendments, Waiver, and Grant Agreement Complete.

8.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior written consent of the Council and a fully executed Assignment Agreement.

8.2 Amendments. Any amendment to this Grant Agreement must be in writing and will not be effective until it has been executed and approved by the appropriate parties.

8.3 Waiver. If the Council fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

8.4 Grant Agreement Complete. This Grant Agreement contains all negotiations and agreements between the Council and the Grantee. No other understanding regarding this Grant Agreement, whether written or oral, may be used to bind either party.

9. Liability and Insurance.

9.1 Liability. The Grantee and the Council agree that they will be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the Council is governed by the Minn. Stat. Chapter 466 and other applicable laws. The liability of the Grantee is governed by the provisions contained in Chapter 466 and other applicable laws.

9.2 Relationship of the Parties. Nothing contained in this Grant Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Grantee and the Council, nor shall the Grantee be considered or deemed to be an agent, representative, or employee of the Council in the performance of this Grant Agreement, or the Grantee Program.

The Grantee represents that it has already or will secure or cause to be secured all personnel required for the performance of this Grant Agreement and the Grantee Program. All personnel of the Grantee or other persons while engaging in the performance of this Grant Agreement the Grantee Program shall not have any contractual relationship with the Council related to the work of the Grantee Program and shall not be considered employees of the Council. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Grantee, its officers, agents, contractors, or employees shall in no way be the responsibility of the Council. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Council, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

10. Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Agreement are subject to examination by the Council and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the termination date of this Grant Agreement.

11. Government Data Practices.

The Grantee and Council must comply with the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, as it applies to all data provided by the Council under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the Council. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the Council.

12. Workers' Compensation.

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered Council employees. Any claims that may arise under the Minnesota Workers Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the Council's obligation or responsibility.

13. Data Availability.

To the extent and as requested by the Council, Grantee agrees to comply with Minn. Stat. § 114D.50, subd. 5 requirements for data collected by the Grantee Programs funded with money from the Clean Water Fund that have value for planning and management of natural resources, emergency preparedness and infrastructure investments, including but not limited to the requirement that to the extent practicable, summary data and results of Grantee Programs funded with money from the Clean Water Fund should be readily accessible on the internet and identified as a Clean Water Fund Grantee Program. The Council will put overall summary information on the internet and will encourage the Grantee put its city information on the web. Grantee understands and agrees that Council may list its name and summary information on the internet or in any other Grantor reporting.

Data collected by the Grantee Programs, if any, funded with money from the Clean Water Fund that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments must conform to the enterprise information architecture developed by the Office of MN.IT Services. Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Minnesota Geospatial Information Office. A description of these data that adheres to the Office of MN.IT Services geographic metadata standards must be submitted to the Minnesota Geospatial Information Office to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under chapter 13. To the extent practicable, summary data and results of the Grantee Program funded with money from the clean water fund should be readily accessible on the Internet and identified as a Clean Water Fund Grantee Program.

14. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Grant Agreement, or its breach, must be in the appropriate state or federal court of competent jurisdiction in Ramsey County, Minnesota.

15. Termination.

The Council may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment for services prequalified and satisfactorily performed before the termination notice.

16. Data Disclosure.

Under Minn. Stat. § 270C.65, subd. 3, and other applicable law, the Grantee consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the Council, to federal and state tax agencies and Council personnel involved in the payment of Council obligations. Grantee will require compliance with this Section 16 by Grantee's subrecipient of Grant funds and shall submit evidence of such compliance to Council as requested.

17. Notices.

In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and must be personally served or sent by email or United States mail, to the business address of the party to whom it is directed. The business address is the address specified below or such different address as may be specified, by either party by written notice to the other:

To the Grantee at:

Jake Dickson, Assistant City Administrator
3800 Laverne Ave N, Lake Elmo, MN 55042
651-747-3908
jdickson@lakeelmo.org

To the Council's Authorized Representative at:

Name: Brian Davis or successor
Title: Principal Engineer
Mailing Address: 390 North Robert Street
St. Paul, MN 55101
Phone: (651) 602-1519
E-Mail Address: brian.davis@metc.state.mn.us

18. Miscellaneous.

18.1 Report to Legislature. As provided in Minn. Stat. § 3.195, the Council must submit a report on the expenditure and use of money appropriated under the Clean Water Fund to the legislature by January 15 of each year. The report must detail the outcomes in terms of additional use of Clean Water Fund resources, user satisfaction surveys, and other appropriate outcomes. The grantee agrees to provide to the Council by January 1 of each year a report on any user satisfaction surveys it has related to this Grantee Program, and other appropriate outcomes of the Grantee Program as prescribed in Section 18.3 of this Agreement.

18.2 Supplement. The funds granted under this agreement are to supplement and shall not substitute for traditional sources of funding. Grantee certifies to the Council that there was and is no traditional Grantee sources of funding for the City to help fund 80% of the subject water efficiency rebate or grant work.

18.3 Measurable Outcomes. A Grantee Program or program receiving funding from the Clean Water Fund must meet or exceed the constitutional requirement to protect, enhance, and restore water quality in lakes, rivers and streams and to protect groundwater and drinking water from degradation. A Grantee Program or program receiving funding from the Clean Water Fund must include measurable outcomes, as defined in Minn. Stat. § 3.303, subdivision 10, and a plan for measuring and evaluating the results. A Grantee Program or program must be consistent with current science and incorporate state-of-the-art technology. All information for funded Grantee Program work, including the proposed measurable outcomes, must be made available for publication on the web site required under Minn. Stat. § 3.303, subdivision 10, as soon as practicable and forwarded to the Council and the Legislative Coordinating Commission under the provisions of Minn. Stat. § 3.303, subd. 10. The Grantee must compile and submit all information for funded Grantee Programs or programs, including the proposed measurable outcomes and all other items required under Minn. Stat. § 3.303, subdivision 10, to the Council and, if requested by the Council, the Legislative Coordinating Commission as soon as practicable or by January 15 of the applicable fiscal year, whichever comes first.

18.4 Minn. Stat. § 16B.98. Grants funded by the Clean Water Fund must be implemented according to section 16B.98 and must account for all expenditures.

18.5 Benefit to Minnesota Waters. Money from the Clean Water Fund may only be spent on Grantee Programs that benefit Minnesota waters.

18.6 Website. If the Grantee has information on its website about the water efficiency grant program under Minn. Stat. § 114D.50, the Grantee will when practicable in accordance with Minn. Stat. § 114D.50, subd. 4(f) prominently display on the Grantee's website home page the Legacy logo accompanied by the phrase "Click here for more information." When a person clicks on the Legacy logo image, the website must direct the person to a web page that includes both the contact information that a person may use to obtain additional information, as well as a link to the Council's and Legislative Coordinating Commission Website required under section 3.303, subdivision 10.

18.7 Future Eligibility. Future eligibility for money from the Clean Water Fund is contingent upon the Grantee satisfying all application requirements related to Council's fulfillment of Minn. Stat. § 114D.50 as well as any additional requirements contained in 2021, 1st Special Session, Chapter 1, Article 2, Section 8.

18.8 Prevailing Wages. The Grantee agrees to comply with all of the applicable provisions contained in chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Grantee Program. By agreeing to this provision, the Grantee is not acknowledging or agreeing that the cited provisions apply to the Grantee Program.

18.9 Disability Access. Where appropriate, Grantee of clean water funds, in consultation with the Council on Disability and other appropriate governor-appointed disability councils, boards, committees, and commissions, should make progress toward providing greater access to programs, print publications, and digital media for people with disabilities related to the programs the recipient funds using appropriations made in this agreement.

18.10. General Provisions.

(i) Lawsuit. This Grant shall be canceled if a court determines that the appropriation illegally substitutes for a traditional source of funding.

(ii) Termination Due to Lack of Funds. Grantee recognizes that Council's obligation to reimburse Grantee for eligible Grantee Program costs is dependent upon Council's receipt of funds from the State of Minnesota appropriated to Council under 2021 Session Laws, 1st Special Session, Chapter 1, Article 2, Section 8. Should the State of Minnesota terminate such appropriation or should such funds become unavailable to Council for any reason, Council shall, upon written notice to Grantee of termination or unavailability of such funds, have no further obligations for reimbursement or otherwise under this Grant Agreement. In the event of such written notice, Grantee has no further obligation to complete the Grantee Program as required by this Grant Agreement.

19. Default and Remedies.

19.1 Defaults. The Grantee's failure to fully comply with any of the provisions contained in this Grant Agreement constitute an event of default ("Event of Default").

19.2. Remedies. Upon an event of default, the Council may exercise any one or more of the following remedies:

- a. Refrain from disbursing the Grant.
- b. Demand that all or any portion of the Grant already disbursed be repaid to it, and upon such demand the Grantee shall repay such amount to the Council.
- c. Enforce any additional remedies the Council may have at law or in equity.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

METROPOLITAN COUNCIL

By: _____
Regional Administrator, successor, or delegate

Date: _____

GRANTEE:

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

By: _____

Printed Name and Title

Date: _____

EXHIBIT A

(Application from community)

Metropolitan Council Water Efficiency Grant Application Form

Applicant Information:

Municipality: City of Lake Elmo
Municipal Utility: City of Lake Elmo
Mailing Address: 3800 Laverne Ave N, Lake Elmo MN 55042

Primary Contact Information: Municipality primary authorized representative (all correspondence regarding the Water Efficiency Grant Program should be addressed to individual named below):

NAME: Jake Dickson
TITLE: Assistant City Administrator
STREET: 3800 Laverne Ave N
CITY, ZIP: Lake Elmo, 55042
PHONE: 6517473908
EMAIL: jdickson@lakeelmo.org

Secondary Contact Information: Municipality secondary authorized representative:

NAME: Kristina Handt
TITLE: City Administrator
STREET: 3800 Laverne Ave N
CITY, ZIP: Lake Elmo, 55042
PHONE: 6517473905
EMAIL: khandt@lakeelmo.org

Municipal Total Per Capita Water Use (2020): 104 (gallons per person-day)
Municipal Residential Per Capita Water Use (2020): 74 (gallons per person-day)
Municipal Ratio of Peak Month to Winter Month Water Use (2020): 2.99
Municipality's estimated annual water savings from proposed program: 1000000 (gallons)

Program Design:Requested Grant Amount (must equal 80% of total program budget): \$ 50000Required Municipality Matching Amount (must equal 20% of total program budget): \$ 12500Total Program Budget (Requested Grant Amount + Match): \$ 62500**Example Calculation:**

Requested Grant Amount	\$16,000 (80% of total)
Required Municipality Matching Amount	\$4,000 (20% of total)
Total Program Budget	\$20,000 (100% of total)

Will your program be a grant program or rebate program? Rebate**Estimated Number of Items:**

Item	Estimated Number
Toilets	50
Irrigation Controllers	150
Clothes Washing Machines	0
Irrigation Spray Sprinkler Bodies	0
Irrigation System Audits	0
Dishwashers	0

Project Work Plan and Schedule:*

Task Description	Responsible Person	Start Date	Completion Date
Submit Grant Application, Approve Grant Agreement	Assistant City Administrator	3/31/2022	8/1/2022
Update and expand program advertisements for print newsletter, e-newsletter, social media, and utility bill updates	Assistant City Administrator	3/31/2022	9/1/2022
Rebate Program Administration: Processing applications and applying rebates to utility accounts. Continuous advertising	Utility Billing Clerk, Assistant City Administrator	7/1/2022	7/1/2024
Quarterly Reporting to Metropolitan Council	Assistant City Administrator	7/1/2022	7/1/2024

*** Municipality may create own project plan and schedule form**

Communications to Property Owners:

How will your program be advertised (check all that apply):

Newsletter X

Print Media X

Email

Twitter

Website X

Radio

Television X

Facebook X

Nextdoor X

Other Social Media

Please attach examples of proposed newsletter, print media, or email communications.

Critical Points to Remember:

- The applying municipality must be served by a municipal public water supply system
- New construction and new developments are not eligible
- A portion of each eligible activity's cost must be paid by the property owner
- Funds are for rebates or grants only; consulting and city staff time are ineligible
- Grant recipients must display the Clean Water, Land and Legacy Amendment logo and the Metropolitan Council logo on program-related web pages and paper communications

EXHIBIT B

Clean Water Fund Water Efficiency Grant Program Overview & Goal, Structure, and Qualified Activities (should anything herein be contradicted by the Agreement language, the Agreement terms prevail).

Metropolitan Council Water Efficiency Grant Program



Overview

The Metropolitan Council (Council) will implement a water efficiency grant program effective July 1, 2022 to June 30, 2024. Grants will be awarded on a competitive basis to municipalities that are served by a municipal water system.

The Council will provide 80% of the program cost; the municipality must provide the remaining 20%. Municipalities will use the combined Council and municipality funds to run their own grant or rebate programs.

Grants will be made available in amounts with a minimum of \$5,000 and a maximum of \$50,000. Grantees will be required to provide estimated water savings achieved through this program for Clean Water, Land & Legacy Amendment reporting purposes.

Legislative Directive - Minnesota 2021 Session Law

\$625,000 the first year and \$625,000 the second year are for the water demand reduction grant program to encourage municipalities in the metropolitan area to implement measures to reduce water demand to ensure the reliability and protection of drinking water supplies. Fiscal year 2022 appropriations are available until June 30, 2023, and fiscal year 2023 appropriations are available until June 30, 2024.

Grant Program Goal

The goal of the water efficiency grant program is to support technical and behavioral changes that improve municipal water use efficiency in the seven-county metropolitan area.

Critical Points to Remember

- The applying municipality must be served by a municipal public water supply system
- New construction and new developments are not eligible
- A portion of each eligible activity's cost must be paid by the property owner
- Funds are for rebates or grants only; consulting and city staff time are ineligible
- Grant recipients must display the Clean Water, Land and Legacy Amendment logo and the Metropolitan Council logo on program-related web pages and paper communications

Grant Program Structure: Administration and Funding

The Water Efficiency Grant Program will be administered by Metropolitan Council Environmental Services (MCES) and will be funded with \$1,000,000 appropriated by the 2021 Minnesota Legislature. Grant applications will be reviewed and ranked by the MCES Water Supply Planning Unit staff. The remaining \$250,000 of this funding has been allocated to a different municipal water efficiency grant project.

Grants are only for water efficiency programs offering rebates or grants to property owners who are customers of the municipal water supply system and who replace specified water using devices with approved devices that use substantially less water.

Grants will be awarded to municipalities in amounts ranging from \$5,000 to \$50,000 for providing rebates or grants to property owners. Municipalities will be responsible for the design and operation of their rebate or grant program and its details. Grant payments to the municipality will be for 80% of approved program amounts. The municipality must provide the remaining 20% of the granted/rebated amount to the property owner. Municipality rebates or grants are eligible for reimbursement on device replacements conducted July 1, 2022 through June 30, 2024.

Here is an example of the grant funding design:

Metropolitan Council Grant Amount	\$16,000 (80% of total)
Municipality Match	\$4,000 (20% of total)
Municipality Grant/Rebate Program Total	\$20,000 (100% of total)

Eligibility

This grant program is limited to municipalities in the seven-county metropolitan area.

Municipalities eligible per above must apply to participate and, if approved, sign a standard Council Grant Agreement, before any eligible rebates or grants can be submitted for reimbursement. Agreements shall require that municipalities:

- Entirely pass through grants received (as is being done by MCES)
- Verify purchase of devices to receive grants
- Retain records and cooperate with any audits
- Conduct all communications with property owners and ensure all written communications to property owners include both the Clean Water, Land and Legacy Amendment and the Metropolitan Council's logo
- Provide quantitative information for state reporting purposes

Eligible water efficiency devices consist of the following:

- Toilet replacement with a US EPA WaterSense labeled toilet
- Irrigation controller replacement with a US EPA WaterSense labeled controller, either weather-based or soil moisture-based
- Clothes washing machine replacement with a US DOE Energy Star labeled clothes washing machine
- Irrigation spray sprinkler body replacement with a US EPA WaterSense labeled spray sprinkler body
- Irrigation system audit by an Irrigation Professional certified by a US EPA WaterSense program
- Residential dishwasher replacement with a US DOE Energy Star labeled residential dishwasher

Expenses eligible for reimbursement are the out-of-pocket cost of the device and its installation only, not to include any owner labor costs. In addition, new construction and new developments are ineligible, as this program is intended as a current infrastructure replacement program.

Application Process

- Applicants must be served by a municipal public water supply system

- Municipalities will submit MCES supplied application form by March 31, 2022. Required information includes:
 - the municipality's rebate or grant program design and work plan
 - proposed examples of communications to property owners
 - requested total grant amount
 - estimated annual amount of water saved by the applying municipality
- Application form is available at: <https://metro council.org/Wastewater-Water/Funding-Finance/Available-Funding-Grants.aspx>
- Submit completed application to: brian.davis@metc.state.mn.us
- Metropolitan Council will notify municipalities of grant awards and provide grant agreements by April 29, 2022.

Proposal Selection Criteria

In the event that funds requested exceed funds available, the following criteria will be used to determine the amount granted to a given municipality:

- Municipalities with identified water supply issues in Master Water Supply Plan Community Profiles or Local Water Supply Plans
- Municipalities' ratio of peak monthly water use to winter monthly water use
- Municipalities' average residential per capita water use
- The order in which applications are received and until grant funds are completely committed

Funding Process and Reporting Requirements

- Utilizing forms provided by MCES, the following information must be reported on a quarterly basis:
 - Number, type and amount of rebates or grants provided to property owners, along with each property address
 - Estimated annual gallons of water saved per device installation
 - Municipality matching funds disbursed
 - Number of unmet funding requests from property owners, if any
- Upon review and confirmation of the above information, MCES will process a grant payment in the amount of 80% of approved total rebates or grants for the reporting period.
- MCES will provide confirmation of grant balances available upon request and reserves the right to amend grant agreements, in collaboration with grantee municipality, if quarterly reporting indicates rebate or grant programs will not fully utilize grant awards within the grant period.

Qualified Activities

- Residential dishwasher replacement with a US DOE Energy Star labeled residential dishwasher:
<https://www.energystar.gov/products/dishwashers>
- Toilet replacement with a US EPA WaterSense labeled toilet:
<https://lookforwatersense.epa.gov/products/Product-Search-Results-Toilets.html>
- Irrigation controller replacement with a US EPA WaterSense labeled controller, either weather-based or soil moisture-based:
<https://lookforwatersense.epa.gov/products/Product-Search-Results-IrrigationController.html>
<https://lookforwatersense.epa.gov/products/Product-Search-Results-SoilMoistureBasedIrrigationController.html>

- Clothes washing machine replacement with a US DOE Energy Star labeled clothes washing machine:

<https://www.energystar.gov/productfinder/product/certified-clothes-washers/results>

- Irrigation spray sprinkler body replacement with a US EPA WaterSense labeled spray sprinkler body:

<https://lookforwatersense.epa.gov/products/Product-Search-Results-Sprinkler.html>

- Irrigation system audit by an Irrigation Professionals certified by a US EPA WaterSense program:

<https://lookforwatersense.epa.gov/pros/>

Reporting Example

Property Street Address and Zip Code	(Select) Property Type:	(Select) Water Device Replaced:	Cost per Device (\$):	# of Devices:	Rebate or Grant per Device (\$)	Est. Annual Water (Gallons) Saved Per Device:	Calculated Totals:			
							Total Rebate or Grant	Municipality Contribution:	Eligible Grant Amount	Estimated Annual Water Saved (Gallons):
2094 Proviso Avenue	Residential	Clothes Washer	\$800.00	1	\$200.00	5,000	\$200.00	\$40.00	\$160.00	5,000
3452 Enola Drive	Residential	Irrigation Controller	\$250.00	1	\$150.00	20,000	\$150.00	\$30.00	\$120.00	20,000
994 Argentine Place	Residential	Irrigation Controller	\$200.00	1	\$150.00	20,000	\$150.00	\$30.00	\$120.00	20,000
5377 Shoreham Way	Residential	Toilet	\$350.00	1	\$125.00	7,000	\$125.00	\$25.00	\$100.00	7,000

EXHIBIT C Revision #

METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES

**2022-2024 CLEAN WATER FUND WATER EFFICIENCY GRANT PROGRAM
GRANT AMENDMENT FORM**

NOTICE TO GRANTEE: Submission of this form is required to modify your city's agreement with Metropolitan Council Environmental Services (MCES) 2022-2024 Clean Water Fund Water Efficiency Grant Program (Grant Program).

After determination of your city's initial grant amount, completion and submission of this form is necessary when 1) you are requesting additional grant funds to meet unexpected rebate or grant demand, or 2) when your city has determined that the previously approved program's rebate or grant demand will not be met, requiring less grant funds than anticipated when the agreement was signed.

The process for modifying your agreement is as follows:

1. Your City's authorized representative submits one signed copy of Exhibit C to MCES, with an attachment itemizing requests for changes to prior granted amounts.
2. Upon receipt of signed Exhibit C, MCES Program Administrator obtains Council authorized signatures that modifies the agreement and returns a fully signed copy of Exhibit A indicating new grant amount to City's designated authorized representative.

Instructions: Indicate the date of your change request in #1 box. Indicate the number of this particular change request in #2 box (and in box at top of page – must match). Enter the current grant agreement amount (as MCES approved) in #3 box. If you wish to increase your municipality's grant amount, enter the amount you are requesting in #4 box. If you wish to decrease your grant amount due to less demand than anticipated, enter the amount in #5 box. Enter in #6 box the amount derived from adding #3 to #4 or derived from subtracting #5 from #3.

Grant Agreement #

1. Date of change request:

2. Change request number:

3. Current Grant Agreement Amount (as MCES approved):

4. Increase due to request for additional funding:

5. Decrease due to less demand:

6. Amended Grant Agreement Amount requested:

CITY NAME: _____

CITY AUTHORIZED REPRESENTATIVE (signature and date):

MCES PROGRAM ADMINISTRATOR APPROVAL (signature and date):

COUNCIL AUTHORIZED SIGNATURE AND DATE

Questions may be directed to the MCES Authorized Representative:

Brian Davis
MCES Principal Engineer
390 Robert Street North
St. Paul, MN 55101-1805
Phone: (651) 602-1519
Email: brian.davis@metc.state.mn.us



STAFF REPORT

DATE: June 7, 2022

Consent

TO: Mayor and City Council

FROM: Julie Johnson, City Clerk

AGENDA ITEM: Lake Elmo Jaycees Special Event Permit & Temporary Liquor License for Huff n' Puff Days

BACKGROUND: Lake Elmo Jaycees will hold their annual Huff n' Puff Days event August 11 through 14, 2022 and have requested an on-sale temporary special event liquor license to allow for the safe sale of alcoholic beverages at the event. They are also requesting a special event permit.

City Council is respectfully requested to consider approval of a temporary on-sale liquor license issued to the Lake Elmo Jaycees for their annual Huff n' Puff Days event held August 11 through 14, 2022, subject to approval of the Director of Alcohol and Gambling Enforcement. In addition, the City Council is requested to waive the \$25 liquor license fee, the fee for the Lion's Park ball field lighting and the special event permit fee of \$75

ISSUE BEFORE COUNCIL: Should the Council approve the special event permit, liquor license and waive the fees for the liquor license, special event permit and ball field lighting? Should the Council place conditions on the approval requiring sheriff's deputies for the event?

PROPOSAL DETAILS/ANALYSIS: The City Council approves special event permits under City Code Section 110.70. The code establishes standards for special events in the following areas: maximum number of people, sound equipment, sanitary facilities, security, food service, fire protection, duration of special event, and a cleanup plan. Prior to the issuance of a permit, the City Council, may impose any other conditions reasonably calculated to protect the health, safety and welfare of persons, attendant or of the citizens of the City of Lake Elmo including, but not limited to, restrictions on parking and vehicle access, lighting, litter and noise.

With respect to security and safety procedures, the Washington County Sheriff's Department is recommending security at the event provided by the Washington County Sheriff's Department at a cost of \$50 per hour per deputy. The Jaycees also have volunteers patrolling the site to provide additional security. Alcohol sales are proposed for the same hours as past years: Thursday 5:30 p.m. – 10:30 p.m., Friday 5:30 p.m. – 12:00 a.m., Saturday 8:00 a.m. – 12:00 a.m., and Sunday 10:00 a.m. – 8:00 p.m. Washington County Sheriff's Department is proposing two deputies on Thursday 6:00 p.m. – 10:00 p.m.; Friday and Saturday 6:00 p.m. – 12:00 a.m.; and Sunday from 4:00 p.m. – 8:00 p.m. This is the same level of security provided in past years and staff would support this recommendation. The cost is \$50/hour per deputy with a four hour minimum, for a total of \$2,000 to be paid by the applicant directly to Washington County.

Clean up would be completed by volunteers including trash pickup surrounding the area after the event.

FISCAL IMPACT: The only financial impact to the City is loss of revenue for the special event permit, ball field lighting and liquor license. These funds were not budgeted as is has been past practice to waive those fees for Huff N Puff.

OPTIONS:

- 1) Approve the special event permit for Huff n Puff Days 2022 with the following conditions:
 - The event shall be held as described in the application
 - Waiver of the special event permit fee, liquor license fee and ball field lighting fee
 - Deputies will be onsite as recommended by the Washington County Sheriff's Office
- 2) Approve the special event permit for Huff n Puff Days 2022 with different conditions
- 3) Do not approve the special event permit for Huff n Puff Days

RECOMMENDATION:

If removed from the consent agenda, staff recommends the following motion:

“Motion to approve a special event permit and temporary on-sale liquor license issued to the Lake Elmo Jaycees for their Huff n’ Puff Days event held August 11 through 14, 2022, subject to approval of the Director of MN Alcohol and Gambling Enforcement Division, and waive the liquor license fee, special event permit fee and the fee for Lion’s Park ball field lighting.”

ATTACHMENTS:

- Special Event Permit Application
- Liquor License Application



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

SPECIAL EVENT PERMIT APPLICATION

I. Title and Brief Description of Event

Huff N' Puff 2022

II. Applicant Information

The applicant is responsible for answering all questions, including inquiries from media and citizens.

Applicant: Chris Thielen

Title: Chair

Address: P.O. Box 198, Lake Elmo, MN 55042

Business/Organization: Lake Elmo Jaycees

Daytime Phone: _____ Mobile Phone: 763-238-7178 Emergency Phone: _____

III. Event Timetable

A. Requested day and date: August 11-14

B. Requested Hours of Operation, from 12:00 ^{see below} a.m./p.m. to _____ a.m./p.m.

C. Set up beginning day and date Aug. 10, 2022, time _____ a.m./p.m.

D. Dismantle by day and date August 15, 2022, time _____ a.m./p.m.

E. Anticipated number of participants: unknown; and spectators: unknown

IV. Insurance

Attach to this application either an insurance policy or a certificate of insurance including the policy number and showing liability amounts. The policy must state that any outside area to be used for an event is covered. The policy must also show evidence that the requested event is not excluded from insurance liability.

Thurs Aug 11 - 5:30^{pm} - 10:30 pm
Fri Aug 12 - 5:30^{pm} - 12:00 am
Sat Aug 13 - 8:00 am - 12:00 am
Sun Aug 14 - 10:00 am - 8:00 pm.

V. Check All Items that Apply to your Event

- ☒ Use of a Public Facility (note facility): Park/Concessions building ;
- ☐ Event participant and/or spectator parking areas (describe): _____;
- ☐ Entertainment or stage location (provide to-scale drawings);
- ☒ Construction or erection of temporary structures (may need permit: check with planning department); ticket booth, 20 x 40 tent, announcing stand in park
- ☒ Trash containers (indicate # and locations): contracted/we pay for _____;
- ☒ Portable toilet facilities (indicate # and locations): contracted/we pay for _____;
- ☒ First aid facilities (indicate who is providing): Kits onsite _____;
- ☐ Parade and/or parade floats (may need permit);
- ☐ Fireworks and/or pyrotechnics site (may need permit, check with the fire department);
- ☐ Cooking facilities, open flame, or vehicle fuels (may need permit, check with fire department);
- ☒ Electricity (indicate source and plan): Generators _____;
- ☐ Other (please describe): _____

VI. Food, Beverages, and/or Entertainment

- A. If your event includes music, live entertainment, sound amplification or any other noise impact, please describe, including the intended hours of the music, sound or noise.

Music at low volumes during game times; food trucks with generators

- B. Will alcoholic beverages be served? x Yes No

- C. Name of liquor establishment: College City?



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

- D. For service of alcohol outside a licensed premise, include a diagram showing the defined area of the alcohol concession service and attach a copy of your certificate of liquor liability insurance covering the limits of the alcohol service area.

Will provide insurance once event is approved - need for insurance to approve

- E. If serving alcohol, describe how you will ensure that alcohol will be possessed and consumed only by those persons 21 years or older. Describe all security measures in place.

Jaycees are TIPS trained servers per our insurance requirement. All servers receive training each shift. We are patrolling area ensuring there is no carry on/off premises. ID Checks for all being served and wrist bands after IDs are checked.

- F. Will food and/or non-alcoholic beverages be served? ☒ Yes ☐ No

- G. If yes, describe sanitation and food-handling procedures:

This year we are only serving cans/bottles of water & Soda for concessions and individually wrapped candy and chips. Each Food Truck onsite will be responsible for obtaining their food license from Washington County per each contract.

- H. If yes, you will need to have a Temporary Food License from Washington County. Attach a copy of your Temporary Food License to this application.

- I. If you intend to cook food in the event area, describe your area layout, including fuel or electrical sources to be used:

Food trucks will apply for individual licenses + must provide JCI Lake Elmo with a copy.

VII. Vendors or Concessionaires

List what vendors/concessionaires you will have at your event and list their Sales Tax ID Number:

Still finalizing contracts- can provide at a later date.

VIII. Security and Safety Procedures

A. Describe your proposed procedures for security and crowd control:

We patrol and monitor the park continuously throughout the event- Specifically looking for safety, carry on/off infractions, wristbands- rechecking ID's if there is a questions, and checking for intoxication levels.

B. If the event is to occur at night, describe how you will light the event area in order to increase the safety of participants and spectators coming to and leaving the event:

Park lights

IX. Clean-up

List persons responsible for clean-up duties:

JCI Volunteers and STS Volunteers

X. Mitigation of Impacts on Others

Describe how you intend to mitigate the impacts of the special event on businesses, churches, neighbors, motorists, and others:

We encourage and promote both to teams in the pre event meetings and patrons during the event to respect private property, parking and cleaning up after themselves. We will do a final clean up after the event has ended and leave the park in better condition that we found it.

Note: Any condition which causes adverse impacts may be cause to revoke the Special Events Permit



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

Applicant Signature: Chris Miller

Date of Application: 5/24/22



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 Fax 651-297-5259 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization Lake Elmo Jaycees		Date organized October 1970	Tax exempt number 1072528
Organization Address P.O. Box 198	City Lake Elmo	State MN	Zip Code 55042
Name of person making application Jessica Davis		Business phone 	Home phone 952-463-8428
Date(s) of event Aug 11-14, 2022	Type of organization <input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer <input type="checkbox"/> Club <input checked="" type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit		
Organization officer's name Christina Schmitz	City 	State MN	Zip Code
Organization officer's name Chris Theilen	City Coon Rapids	State MN	Zip Code 55448
Organization officer's name Jessica Davis	City St. Louis Park	State MN	Zip Code 55426

Location where permit will be used. If an outdoor area, describe.
Lions Park, Lake Elmo. We will hold the bar in a 20 x 40 tent behind the concession stand.

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

Insurance by Design

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number

Signature City Clerk or County Official

Please Print Name of City Clerk or County Official

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



STAFF REPORT

DATE: June 7, 2022

CONSENT

AGENDA ITEM: Agreements with Clifton Larson Allen for Accounting Services

TO: Mayor and City Council

SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

Clifton Larson Allen (CLA) provided finance director and accounting services to the city during a time of position vacancies in 2017. For this reason, I have reached out to them again to provide financial services while the finance director position is vacant. We will begin advertising for the position once the departmental audit is complete and direction given by council.

ISSUE BEFORE COUNCIL:

Should the Council approve the master service agreement and statement of work agreement with CLA?

PROPOSAL:

The Draft Master Service Agreement and Statement of Work are included in your packet. As the statement of work describes, CLA would perform bank reconciliations, journal entries, quarterly financials, assistance with budgeting, and miscellaneous finance support as directed.

We are still in the process of negotiating some language related to liability, insurance, indemnification and the time period by which the city can bring a claim. We have agreed to language in concept regarding three of the four issues. The outstanding item is related to indemnification. While the agreement has the city indemnifying CLA, we are asking for mutual indemnification. In order to allow us to get assistance on board as soon as possible and not wait for another council meeting, we're asking council to approve an agreement so long as it meets the satisfaction of the city attorney and city administrator. If we are not able to resolve the indemnification language, staff will begin the search for another firm to provide financial services.

FISCAL IMPACT:

The fee is \$115/hour with a 5% technology fee. The 20-hour a week is an estimate at this time.

OPTIONS:

- 1) Approve Master Service Agreement and Statement of Work with CLA and authorize city administrator to sign.
- 2) Amend and then approve the agreements
- 3) Do not approve the agreements

RECOMMENDATION:

If removed from the consent agenda:

Motion to approve the Master Service Agreement and Statement of Work with CLA provided they meet the satisfaction of the city attorney and city administrator.

ATTACHMENTS:

- Master Service Agreement
- Statement of Work



Master Services Agreement

City of Lake Elmo
3880 Laverne Ave. N Lake Elmo, MN 55042
MSA Date: May 27, 2022

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for City of Lake Elmo (“you,” or “your”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

1. **Scope of Professional Services**

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose all errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal controls as part of any services.

2. **Management responsibilities**

You acknowledge and understand that our role is to provide the services identified in an SOW and that management, and any other parties engaging CLA, have responsibilities that are fundamental to our undertaking to perform the identified services.

3. **Fees and terms**

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our

engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform claconnect.com/billpay accepts credit card and Automated Clearing House (ACH) payments. Instructions for you to make direct bank to bank wire transfers or ACH payments will be provided upon request.

4. Other Fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

5. Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

6. Dispute Resolution

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties (i.e., you and CLA). The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

7. Limitation of remedies

These limitation of remedies provisions are not applicable for any audit or examination services provided to you.

Our role is strictly limited to the services described in an SOW, and we offer no assurance as to the results or ultimate outcomes of any services or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party").

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this MSA,

the services provided under an SOW, the work product, or for any plans, actions, or results of an SOW, except to the extent authorized by this MSA. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this MSA and the specific SOW thereunder, but any recovery on any such claims shall not exceed the fees actually paid by you to CLA pursuant to the SOW that gives rise to the claim.

8. Governing Laws, Jurisdiction, and Venue

The MSA is made under and shall be governed by the laws of the state of Minnesota, without giving effect to choice of law principles. This includes dispute resolution and limitation of remedies.

9. Time limitations

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this MSA or the services performed under an SOW, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced as provided below, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. An action to recover on a dispute shall be commenced within these periods ("Limitation Period"), which vary based on the services provided, and may be modified as described in the following paragraph:

Service	Time after the date we deliver the services or work product*
Tax Consulting Services	36 months
Tax Return Preparation	36 months
Examination, compilation, and preparation services related to prospective financial statements	12 months
Audit, review, examination, agreed-upon procedures, compilation, and preparation services other than those related to prospective financial information	24 months
All Other Services	12 months

* pursuant to the SOW on which the dispute is based

If the MSA is terminated or your ongoing relationship with CLA is terminated, then the applicable Limitation Period is the lesser of the above periods or 12 months after termination of MSA or your ongoing relationship with CLA. The applicable Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

10. Confidentiality

Except as permitted by the “Consent” section of this MSA, CLA will not disclose any of your confidential, proprietary, or privileged information to any person or party, unless you authorize us to do so, it is published or released by you, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law, regulation or professional standard. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

The Internal Revenue Code contains a limited privilege for confidentiality of tax advice between you and our firm. In addition, the laws of some states likewise recognize a confidentiality privilege for some accountant-client communications. You understand that CLA makes no representation, warranty or promise, and offers no opinion with respect to the applicability of any confidentiality privilege to any information supplied or communications you have with us, and, to the extent that we follow instructions from you to withhold such information or communications in the face of a request from a third party (including a subpoena, summons or discovery demand in litigation), you agree to hold CLA harmless should the privilege be determined not to apply to particular information or communications.

The workpapers and files supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers and files to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers and files in accordance with our record retention policy that typically provides for a retention period of seven years. After this period expires, our workpapers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The workpapers and files of our firm are not a substitute for your records.

Pursuant to authority given by law, regulation or professional standards we may be requested to make certain workpapers and files available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers and files will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers and files to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

11. Other provisions

You agree that CLA will not be assuming any fiduciary responsibility on your behalf during the course

of this MSA, except as may be assumed in an SOW.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, any sensitive data, including protected health information and personally identifiable information, must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all sensitive data, please contact us to discuss other potential options for transmitting the document or file.

CLA and certain owners of CLA are licensed by the California State Board of Accountancy. However, CLA has owners not licensed by the California State Board of Accountancy who may provide services under this MSA. If you have any questions regarding licensure of the personnel performing services under this MSA, please do not hesitate to contact us.

During the course of the engagement, there may be communication via fax or email. You are responsible to ensure that communications received by you or your personnel are secured and not shared with unauthorized individuals.

12. Consent to use financial information

We regularly aggregate anonymized client data and perform a variety of analyses using that aggregated data. Some of these analyses are published to clients or released publicly. However, we are always careful to preserve the confidentiality of the separate information that we obtain from each client, as required by the AICPA Code of Professional Conduct and various laws. Your acceptance of this MSA will serve as your consent to our use of City of Lake Elmo anonymized data in performing and reporting on these cost comparison, performance indicator and/or benchmarking analyses.

Unless authorized by law or the client consents, we cannot use a client's tax return information for purposes other than the preparation and filing of the client's tax return. By signing and dating this MSA, you authorize CLA to use any and all information furnished to CLA for or in connection with the preparation of the tax returns under this MSA, for a period of up to six (6) years from the date of this MSA, in connection with CLA's preparation of the types of reports described in the foregoing paragraph.

13. Consent to send you publications and other materials

For your convenience, CLA produces a variety of publications, hard copy and electronic, to keep you informed about pertinent business and personal financial issues. This includes published articles, invitations to upcoming seminars, webinars and webcasts, newsletters, surveys, and press releases. To determine whether these materials may be of interest to you, CLA will need to use your tax return information. Such tax information includes your name and address as well as the business and financial information you provided to us.

By signing and dating this MSA, you authorize CLA to use the information that you provide to CLA during the preparation of your tax returns to determine whether to offer you relevant materials. Your consent is valid until further notice.

14. Subcontractors

CLA may, at times, use subcontractors to perform services under this MSA, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this MSA.

15. Technology

CLA may, at times, use third-party software applications to perform services under this MSA. You authorize CLA to sign on your behalf any vendor agreements applicable to such software applications. You acknowledge the software vendor may have access to your data.

16. Termination of MSA

This MSA shall continue for five years from May 27, 2022, unless terminated earlier by giving appropriate notice. Either party may terminate this MSA at any time by giving 30 days written notice to the other party.

Upon termination of the MSA, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

17. Agreement

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable addendum(s) and SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

CliftonLarsonAllen LLP

Megan Pye

Principal

612-397-3129

megan.pye@claconnect.com

Response:

This MSA correctly sets forth the understanding of City of Lake Elmo

CLA
CliftonLarsonAllen LLP

Client
City of Lake Elmo

SIGN: _____
Megan Pye, Principal

SIGN: _____
Kristina Handt, City Administrator

DATE: _____

DATE: _____

ADDENDUM - A

This addendum ("Addendum A") to the Master Services Agreement dated May 27, 2022 (the "MSA") is entered into by and between CliftonLarsonAllen LLP and City of Lake Elmo and amends and modifies the MSA between the parties. Terms used herein and not defined shall have the meanings ascribed to such terms in the MSA. The parties agree to amend and modify the MSA effective as of the Effective Date as follows:

For the services described in Outsourcing SOW, you agree to indemnify and hold harmless CLA, its successors and affiliates, officers, employees, and agents from any claims brought or asserted by any other person, third party, or governmental body for any loss, damages, liabilities, remedies, or cause of action, and from any reasonable expenses incurred in defending against any such claims or actions (including attorney fees) arising from or relating to the services performed by any CLA party.

You agree that during the term and for a period of one year after the expiration or termination date of the MSA, you will not solicit, hire, contract with, or engage the services of any person providing services to you on behalf of CLA without the prior written consent of CLA. If you breach this non-solicitation provision, you shall pay \$100,000 to CLA as liquidated damages within two weeks of the date on which the former CLA employee or consultant begins his or her new employment with you.

CLA's relationship with you shall be solely that of an independent contractor and nothing in the MSA shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

We will be responsible for our own property and casualty, general liability, and workers compensation insurance, taxes, professional training, and other personnel costs related to the operation of our business.



Outsourcing Statement of Work

Date: May 27, 2022

This agreement constitutes a Statement of Work ("SOW") to the Master Service Agreement ("MSA") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and City of Lake Elmo ("you" and "your") dated May 27, 2022 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

1. Scope of Professional Services

CLA will provide accounting and finance support under the direction of Kristina Handt, City Administrator, primarily related to the following:

- Perform bank reconciliations
- Book monthly journal entries
- Assist with budgeting
- Assist with preparing quarterly financial reports
- Provide miscellaneous finance support as directed

Under the direction of City of Lake Elmo's management we may be asked to assist your team in their preparation of financial statements; however, we have not been engaged to prepare, compile, review, or audit (as defined by professional standards) your financial statements and, accordingly, we will not present financial statements to you, nor will we express an opinion, a conclusion, or provide any form of assurance on your financial statements. Therefore, our firm should not be discussed or associated with your financial statements. Furthermore, material departures from accounting principles generally accepted in the United States of America (U.S. GAAP) or a special purpose framework may exist and the effects of those departures, if any, on the financial statements you generate may not be disclosed. Because of the extent of material departures that may exist in, or required disclosures that may be omitted from, the financial statements you generate, we make no representations regarding the appropriateness of such statements for your intended use or for any other purpose. Moreover, because of the nature of this engagement, we are not responsible for communicating any such departures or omissions to you.

2. Management Responsibilities

For all nonattest services we may provide to you, your management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Your management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

3. Schedule

We expect that your needs will require approximately 20 hours of services per week starting June 6, 2022. As the engagement progresses, we will update time estimates and engage you in conversation about the project status. If possible, we request a two-week advance notice of your intent to release the consultant back to CLA to ensure adequate time to re-schedule the consultant to another engagement.

4. Fees

The professional fees for services rendered for the scope of services described in this SOW will be billed at a rate of \$115 per hour for actual time spent. We will also add a technology and client support fee of five percent (5%) of all professional fees billed.

Any hours over 40 in any given week will be billed at \$140 per hour for actual time spent.

Fees for travel time will be billed at the normal hourly rate. We will also bill you in arrears for reimbursement of any out-of-pocket travel expenses incurred (e.g., hotel, airfare, meals as actual or per diem, etc.) on a pass-through basis.

Should the duration of this engagement go beyond 6 months or the scope of services change, CLA retains the right to discuss an hourly rate adjustment.

Fees, plus applicable state and local taxes, will be billed weekly in arrears, due upon receipt.

5. Consultant

Carol Peterson, Senior Consultant, will be your consultant on this engagement.

Jonathan Haugen, Business Development Director, is responsible for the services identified in this agreement.

6. Addendum A

The Addendum A dated May 27, 2022 applies to services under this SOW.

7.

Agreement

We appreciate the opportunity to provide the services described in this SOW under the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

CliftonLarsonAllen LLP

Megan Pye

Principal

612-397-3129

megan.pye@claconnect.com

Response

This SOW correctly sets forth the understanding of City of Lake Elmo and is accepted by:

CLA
CliftonLarsonAllen LLP

SIGN:

Megan Pye, Principal

DATE:

Client
City of Lake Elmo

SIGN:

Kristina Handt, City Administrator

DATE:



STAFF REPORT

DATE: June 7, 2022

CONSENT

AGENDA ITEM: Approve Release of Utility Warranty Security for Royal Golf Club 1st 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 Royal Golf Club 1st Addition?

PROPOSAL DETAILS/ANALYSIS: Staff has received and processed a request to release the development security in accordance with the development agreement for Royal Golf Club 1st Addition. The public improvements including sanitary sewer and watermain were completed and accepted by the City on July 2, 2019 and the 2-year warranty period was initiated. A twenty-five percent (25%) warranty security was retained. During the warranty period the lift station backup generator failed. A replacement generator has been ordered by the city with developer contribution, thereby resolving this issue. A warranty walk-through was completed by City staff in June 2021 and all utility warranty punch list items have been addressed. 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	\$341,371	\$0

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 the Royal Golf Club 1st 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 Royal Golf Club 1st 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 – Royal Golf Club 1st Addition.

ROYAL GOLF CLUB 1ST ADDITION

Time of Performance: October 31, 2018

DEVELOPMENT AGREEMENT AMOUNTS

CATEGORY	CONSTRUCTION	125%	REMARKS	REDUCTIONS				
				#1	#2	#3	#4	#5
Grading	NA	NA	Included in Overall Grading Agreement					
Sanitary Sewer	\$723,897	\$904,871	75%	\$452,436		\$226,218		\$226,218
Watermain	\$368,489	\$460,611	75%	\$230,306		\$115,153		\$115,153
Storm Sewer	\$429,087	\$536,359	100%	\$268,179		\$134,090	\$134,090	
Streets and Sidewalks	\$872,121	\$1,090,151	100%	\$545,076		\$272,538	\$272,538	
Trails	\$76,050	\$95,063	100%			\$71,297	\$23,766	
Surface Water Facilities	NA	NA	included in Grading Agreement					
Street Lighting	\$36,000	\$45,000	100%			\$33,750	\$11,250	
Street Signs and Traffic Control Signs	\$11,404	\$14,254	100%			\$10,691	\$3,564	
Landscaping	\$249,083	\$311,354	100%		\$233,515		\$77,838.44	
Tree Preservation and Restoration	NA	NA	included in Grading Agreement					
Wetland Mitigation and Buffers	NA	NA	included in Grading Agreement					
Monuments	\$7,300	\$9,125	100%			\$6,844	\$2,281	
Erosion Control	\$71,880	\$89,850	100%			\$67,388	\$22,463	
Turn Lanes	NA	NA	included in Streets & Sidewalks					
Record Drawings	\$11,000	\$13,750	100%			\$10,313	\$3,438	
TOTALS	\$2,856,310	\$3,570,388	RELEASED AMOUNTS:	\$1,495,996	\$233,515	\$948,279	\$551,226	\$341,371
			CUMMULATIVE AMOUNTS:	\$1,495,996	\$1,729,511	\$2,677,791	\$3,229,017	\$3,570,388
			SECURITY AMOUNT REMAINING:	\$2,074,392	\$1,840,876	\$892,597	\$341,371	\$0
			DATE:	1/16/2018	3/5/2019	7/2/2019	10/6/2020	6/7/2022



STAFF REPORT

DATE: June 7, 2022
CONSENT

AGENDA ITEM: Accept Quotes and Award Contract for the 2022 Striping Project

SUBMITTED BY: Jack Griffin, City Engineer

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

ISSUE BEFORE COUNCIL: Should the City Council accept quotes and award a construction contract for the 2022 Striping Project?

BACKGROUND: In accordance with the City's annual street maintenance program, certain streets have been scheduled to be seal coated in 2022. Streets that have existing pavement markings must be restriped after the seal coat work is complete. See attached Location Map. The street maintenance work programmed in 2022 was reviewed jointly by Public Works and Engineering to confirm the work to be completed.

PROPOSAL DETAILS/ANALYSIS: Quotes for seal coating were solicited from 2 qualified contractors and 1 quote was received on May 24, 2022. Sir Lines-A-Lot LLC submitted a quote of \$16,550.56. See attached quote form. The striping work is required to be completed by September 30, 2022.

FISCAL IMPACT: The total contract to be authorized for the striping contract is \$16,550.56. The project costs are funded through the City's annual street maintenance budget.

RECOMMENDATION: Staff is recommending that the City Council consider, *as part of the Consent Agenda*, accepting the quotes and awarding a construction contract to Sir Lines-A-Lot, LLC in the amount of \$16,550.56 for the 2022 Striping Project. If removed from the consent agenda, the recommended motion for this action is as follows:

“Move to accept the quotes and award a Construction Contract to Sir Lines-A-Lot, LLC in the amount of \$16,550.56 for the 2022 Striping Project.”

ATTACHMENTS:

1. Sir Lines-A-Lot, LLC Striping Quote.
2. 2022 Striping Project Location Map.

**QUOTE PROPOSAL FOR THE
2022 STRIPING PROJECT
LAKE ELMO, MINNESOTA**


ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	4" Solid Line – White Acrylic Latex	LF	47,243	*0.16	*7,558.88
2	4" Broken Line – Yellow Acrylic Latex	LF	6,739	*0.16	*1,078.24
3	4" Solid Line – Yellow Acrylic Latex	LF	16,189	*0.16	*2,590.24
4	4" Double Solid Line – Yellow Acrylic Latex	LF	10,585	*0.32	*3,387.20
5	24" Solid Line – Yellow Acrylic Latex	LF	352	*5.50	*1,936.00
TOTAL LAKE ELMO STRIPING PROJECT					*16,550.56

Payment for striping project streets in accordance with the Contract Documents will be per Linear Foot for line markings. We have examined the site of the work and are acquainted with all conditions affecting the construction of the work.

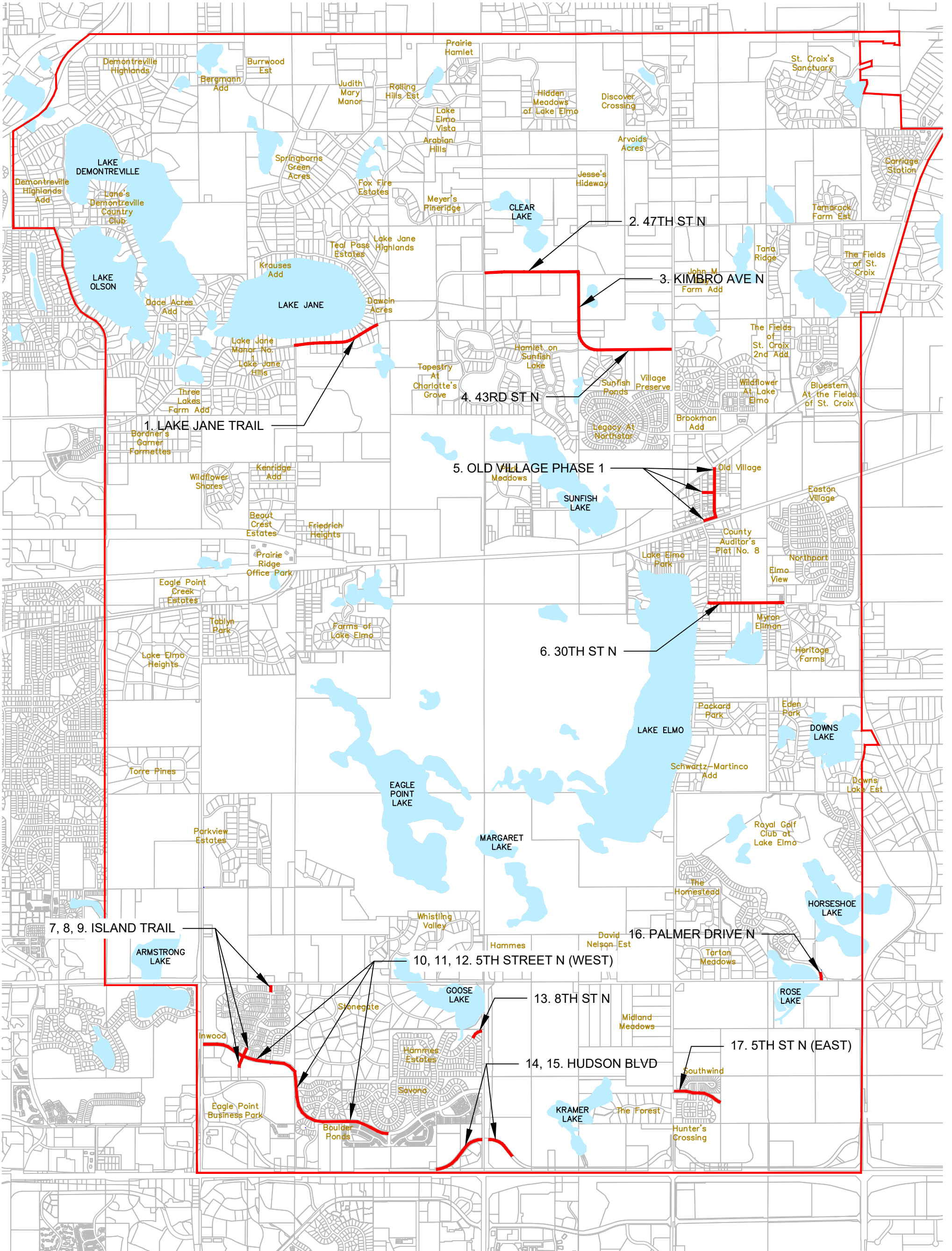
We understand and agree that the City may chose to award the project to the lowest responsible quote or in the best interest of the City. The City reserves the right to reject any or all quotes, to waive any informalities in any Quote, and to omit any part of the above work.

We agree that if this Proposal is accepted, we will execute a Contract in the form attached to this bid package. If we are awarded the Contract, we will complete the work by **SEPTEMBER 30, 2022**.

Respectfully submitted,

Firm Name Sir Lines-A-Lot LLC
 Signature 
 Signed by T.J. Phillips
 Title Estimator
 Contact Phone Number (952) 913-8382
 Address 7175 Cahill Road
Edina, MN 55439

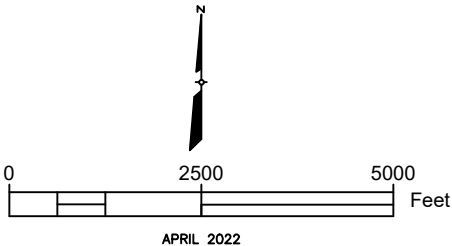
CITY OF LAKE ELMO



LEGEND

2022 STRIPING

2022 STREET STRIPING MAP



APRIL 2022



STAFF REPORT

DATE: June 7, 2022
CONSENT

AGENDA ITEM: Accept Bids and Award Contract for the Well No. 1 Abandonment and Pumphouse Demolition

SUBMITTED BY: Jack Griffin, City Engineer

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

ISSUE BEFORE COUNCIL: Should the City Council accept bids and award a contract for the Well #1 Abandonment and Pumphouse Demolition?

BACKGROUND: On May 3, 2022, the City Council approved the plans and specifications for the Well #1 Abandonment and Pumphouse Demolition 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 project includes the sealing and abandonment of Well No.1 and the demolition of the Pumphouse located in the Old Village at the south end of Langly Court North. The well pump will be removed and the well will be sealed by a licensed contractor. The pumphouse building will be demolished and the site will be restored. The well sealing work will be coordinated with the MN-DNR to allow them the opportunity to conduct an initial sounding and downhole investigation of the well after the pump is pulled, but before any abandonment work is completed. The contract documents have been prepared to provide the MN-DNR 10 working days to complete this work after the well pump is pulled.

PROPOSAL DETAILS/ANALYSIS: Bids were received and opened electronically on May 31, 2022. The City received 2 bids for this project, with Keys Well Drilling Company providing the lowest bid in the amount of \$119,815.00. Contractor references for Keys Well Drilling Company 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, Keys Well Drilling Company, as outlined in the attached letter.

FISCAL IMPACT: Approval of this resolution commits the council to enter into a construction contract for the project. The total estimated Post-bid project cost is \$180,000.

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

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the consent agenda*, a resolution accepting bids and awarding a contract to Keys Well Drilling Company in the low bid amount of \$119,815.00 for the Well No. 1 Abandonment and Pumphouse Demolition. If removed from the consent agenda, the recommended motion for this action is as follows:

“Move to approve Resolution No. 2022–054, accepting bids and awarding a contract to Keys Well Drilling Company in the amount of \$119,815.00 for the Well No. 1 Abandonment and Pumphouse Demolition.”

ATTACHMENTS:

1. Resolution Accepting Bids and Awarding a Contract for the Well No. 1 Abandonment and Pumphouse Demolition.
2. Letter of Award Recommendation and Tabulation of Bids.
3. Project Schedule.

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

**RESOLUTION NO. 2022-054
A RESOLUTION ACCEPTING BIDS AND AWARDING A CONTRACT FOR THE
WELL NO. 1 ABANDONMENT AND PUMPHOUSE DEMOLITION**

WHEREAS, pursuant to an advertisement for bids for the Well No. 1 Abandonment and Pumphouse Demolition, 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, Keys Well Drilling Company, for the bid amount of \$119,815.00.

NOW, THEREFORE, BE IT RESOLVED,

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

ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE SEVENTH DAY OF JUNE, 2022.

CITY OF LAKE ELMO

(Seal)
ATTEST:

By: _____
Charles Cadenhead
Mayor

Julie Johnson
City Clerk



Real People. Real Solutions.

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

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

May 31, 2022

Jack Griffin, P.E.
City Engineer
City of Lake Elmo
3800 Laverne Avenue N
Lake Elmo, Minnesota 55042

RE: Well #1 Abandonment and Pumphouse Demolition
City of Lake Elmo, MN
City Project No. 2022.113
BMI Project No. 0N1.126977

Dear Mr. Griffin,

Attached is the bid abstract for the project referenced above. Two bids were received at 10:00 a.m. on Tuesday, May 31, 2022. The following is a summary of the bids received:

Bidder	Total Bid
Keys Wells Drilling Company	\$119,815.00
Municipal Builders, Inc.	\$176,837.00

We have reviewed the bids and recommend awarding this bid to Keys Wells Drilling Company in the amount of \$119,815.00.

Sincerely,

Bolton & Menk, Inc.

Michael R. Warner, P.E.
Principal Engineer

Enclosure

ABSTRACT OF BIDS

WELL #1 ABANDONMENT AND PUMPHOUSE DEMOLITION

CITY PROJECT NO. 2022.113

CITY OF LAKE ELMO, MN

BID DATE: MAY 31, 2022 AT 10:00 AM

1

2

KEYS WELL DRILLING COMPANY

MUNICIPAL BUILDERS, INC.

NO.	ITEM	UNITS	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID							
1	MOBILIZATION	LS	1	\$16,000.00	\$16,000.00	\$9,300.00	\$9,300.00
2	REMOVE WELL PUMP AND MEASURE THE BOTTOM OF THE WELL	LS	1	\$3,500.00	\$3,500.00	\$3,600.00	\$3,600.00
3	OBTAIN A SAMPLE OF THE MATERIAL IN THE BOTTOM OF THE BOREHOLE (BA	LS	1	\$300.00	\$300.00	\$500.00	\$500.00
4	FLUSH THE WELL WITH CLEAN WATER FOR 48 HOURS PRIOR TO MGS/MDH LC	LS	1	\$200.00	\$200.00	\$700.00	\$700.00
5	REMOVE SAND ACCUMULATED IN THE WELL BOTTOM AS REQUIRED BY MDH	LS	1	\$5,000.00	\$5,000.00	\$1,200.00	\$1,200.00
6	NEAT CEMENT GROUT (CEMENT TYPE APPROVED BY MDH)	CY	75	\$600.00	\$45,000.00	\$560.00	\$42,000.00
7	WASHED SAND OR PEA ROCK TO FILL VOID SPACE OR PREVENT GROUT LOSS	CY	12	\$250.00	\$3,000.00	\$50.00	\$600.00
8	NEAT CEMENT GROUT (CASED PORTION)	CY	25	\$600.00	\$15,000.00	\$560.00	\$14,000.00
9	MOBILIZE CASING PERFORATION EQUIPMENT (IF REQUIRED)	LS	1	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00
10	PERFORATE 20" WELL CASING (IF REQUIRED)	LF	279	\$20.00	\$5,580.00	\$45.00	\$12,555.00
11	DEMOLISH PUMPHOUSE	LS	1	\$5,500.00	\$5,500.00	\$73,431.75	\$73,431.75
12	REMOVE WATERMAIN	LF	75	\$90.00	\$6,750.00	\$53.40	\$4,005.00
13	REMOVE AND DISPOSE OF BITUMINOUS PAVEMENT	SY	575	\$5.00	\$2,875.00	\$5.10	\$2,932.50
14	COMMON EXCAVATION (EV) (P)	CY	65	\$17.00	\$1,105.00	\$19.00	\$1,235.00
15	SILT FENCE, MACHINE SLICED	LF	230	\$6.00	\$1,380.00	\$4.05	\$931.50
16	TOPSOIL BORROW (LV)	CY	125	\$30.00	\$3,750.00	\$43.77	\$5,471.25
17	SEED MIXTURE 25-151 & HYDRAULIC MULCH	SY	575	\$5.00	\$2,875.00	\$5.00	\$2,875.00
TOTAL BASE BID					\$119,815.00		\$176,837.00

PROJECT SCHEDULE CITY OF LAKE ELMO

FOCUS ENGINEERING, inc.

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

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

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



STAFF REPORT

DATE: June 7, 2022

CONSENT

AGENDA ITEM: Approve Change Order No. 2 for the Whistling Valley Street and Utility Improvements

SUBMITTED BY: Mark Scholle, Project Engineer

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

ISSUE BEFORE COUNCIL: Should the City Council approve Change Order No. 2 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. Construction work remains in progress with a substantial completion date of October 14, 2022 and final completion date of November 25, 2022.

PROPOSAL DETAILS/ANALYSIS: Change Order No. 2 is being processed at the direction of the City to amend the Contract to complete work not included in the original contract documents. This change order requires the contractor to install tracer wire for all Project Water Services and Hydrants. The City recently added tracer wire install requirements with the adoption of the City Engineering Design Standards dated January 2022, for watermain pipe manufactured from plastic materials. This change order adds the tracer wire requirement to the project plans and specifications for all water services and hydrants, including tracer wire, anode rods, 3-way connectors, and all other materials and labor for a completed utility locate system.

FISCAL IMPACT: This change order will increase the contract in the amount of \$16,066.21 bringing the revised construction contract to \$2,428,632.51. With this change order, the project remains within the authorized budget and contingencies, and MPCA Grant amount.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the Consent Agenda*, Change Order No. 2 for the Whistling Valley Street and Utility Improvements. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Change Order No. 2 for the Whistling Valley Street and Utility Improvements, thereby increasing the contract amount by \$16,066.21”.

ATTACHMENTS:

1. Change Order No. 2.

CITY OF LAKE ELMO, MINNESOTA WHISTLING VALLEY STREET AND UTILITY IMPROVEMENTS PROJECT NO. 2021.123				FOCUS ENGINEERING, inc.	
CHANGE ORDER NO. 2		DATE: June 7, 2022			
TO: JACON LLC, 3900 Labore Road, Vadnais Height, MN 55110					
This Document will become a supplement to the Contract and all provisions will apply hereto. The Contract Documents are modified as follows upon execution of this Change Order.					
CHANGE ORDER DESCRIPTION / JUSTIFICATION:					
This change order is being processed at the direction of the City to amend the Contract to complete work not included in the contract documents. New pay items shall be added as follows:					
CO2-1: Install Tracer Wire for project Water Services and Hydrants. The City recently added tracer wire install requirements with the adoption of the City Engineering Design Standards dated January 2022, for watermain pipe manufactured from plastic materials. This change order adds the tracer wire requirement to the project plans and specifications for all water services and hydrants, including tracer wire, Anode Rods, 3-way connectors, and all other materials and labor for a completed utility locate system.					
Attachments (list documents supporting change): Revised Specification Section 3310; Detail 201; and Detail 207B; all dated January 2022					
ITEM	DESCRIPTION OF PAY ITEM	UNIT	QTY	UNIT PRICE	INCREASE/(DECREASE)
CO2-1	ADD TRACER WIRE FOR ALL PROJECT SERVICES AND HYDRANTS	LS	1	\$16,066.21	\$16,066.21
NET CONTRACT CHANGE				\$16,066.21	
Amount of Original Contract				\$	2,270,606.45
Sum of Additions/Deductions approved to date (CO 2)				\$	158,026.06
Contract Amount to date				\$	2,428,632.51
Amount of this Change Order (ADD) (DEDUCT) (NO CHANGE)				\$	16,066.21
Revised Contract Amount				\$	2,444,698.72
The Contract Period for Completion will be (UNCHANGED) (INCREASED) (DECREASED)				0 days	
APPROVED BY ENGINEER: FOCUS Engineering, inc.			APPROVED BY CONTRACTOR		
[Signature] ENGINEER			BY		
5/25/2022			DATE		
DATE			DATE		
APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA					
BY			BY		
DATE			DATE		

CHANGE ORDER NO. 2

WHISTLING VALLEY STREET AND UTILITY IMPROVEMENTS
CITY OF LAKE ELMO, MINNESOTA
PROJECT NO. 2021.123



ITEM	DESCRIPTION OF PAY ITEM	UNIT	CHANGE ORDER			DESCRIPTION / JUSTIFICATION
			QUANTITY	UNIT PRICE	AMOUNT	
CO2-1	ADD TRACER WIRE FOR ALL PROJECT SERVICES AND HYDRANTS	LS	1.0	\$16,066.21	\$16,066.21	CO2-1: Install Tracer Wire for project Water Services and Hydrants. The City recently added tracer wire install requirements with the adoption of the City Engineering Design Standards dated January 2022, for watermain pipe manufactured from plastic materials. This change order adds the tracer wire requirement to the project plans and specifications for all water services and hydrants, including tracer wire, Anode Rods, 3-way connectors, and all other materials and labor for a completed utility locate system.

TOTALS - CHANGE ORDER NO. 2 \$16,066.21

SECTION 3310 – WATER UTILITY DISTRIBUTION SYSTEM

SCOPE:

Under this Section shall be included the complete construction of watermain within street right-of-way and easements. The watermain will be laid as shown on the Plans, including all necessary excavation and backfilling.

GENERAL REQUIREMENTS:

1. **MATERIALS TO BE FURNISHED.** All materials required for the complete construction of the specified Work shall be furnished by the Contractor and all materials shall be new, of first grade and shall be products of reputable manufacturers known to the trade.

Prior to ordering watermain and appurtenances, the Contractor shall submit for review drawings on gate valves, valve boxes, hydrants, corporation stops, curb stops, curb boxes, and all other watermain appurtenances in order that verification can be made that the supplied materials are compatible to those specified or the approved equals.

All of the Standards and Specifications of the American Society for Testing and Materials (ASTM), the American National Standard Institute (ANSI) and all other similar societies and associations for testing, materials, dimensions, methods of construction, etc., are intended in all cases to refer to and should be understood to mean the latest revisions thereto at the time Work is bid unless definitely specified otherwise in the Special Provisions.

PRODUCTS:

1. **WATERMAIN.** Watermain pipe shall be of the kind, size, and class indicated for each particular line segment as shown on the Plans. When PVC pipe is specified, metallic tracer wire, #12 AWG THWN, shall be furnished and installed throughout the pipe length, buried directly underneath the pipe. Joints shall be push-on type except that mechanical joints shall be used at all valves, fittings, and hydrants. Fittings shall be ductile iron, bolts and nuts shall be Cor-Blue T-Bolts with matching nuts.

The DIP push-on joints will be electrically bonded with an external copper jumper or specially designed gaskets which are capable of meeting these Specifications and as approved by the Engineer. Wedge type connectors will not be allowed. Conductivity through the mechanical joints may be accomplished with armor-tip gaskets in place of an external copper jumper if so approved by the Engineer.

2. **FLEXIBLE JOINT PIPE** shall meet all applicable requirements of AWWA C151.
3. **COPPER TUBING.** Copper tubing shall be Type K water tube, conforming to ASTM B88.
4. **HYDRANTS.** Hydrants shall be mechanical joint Waterous Company Pacer, Model WB-67, or approved equal and shall conform to AWWA Specifications C502. The hydrants shall be furnished for 8'-6" bury (for watermain with 7-1/2 feet of cover) or 9'-0" bury (for watermain with eight feet of cover) with heavy duty operating rod. Six inch or 12 inch extensions will be added as required to match existing ground.

The hydrants shall have two 2-1/2 inch hose connections (thread size 3-2/32 inch O.D., 7-1/2 T.P.I.) and one 4-inch Storz Nozzle with pentagon nut end cap. Threads shall be National Standard. The cap nuts shall be pentagon, 1-1/2 inch point to flat, counter clockwise opening. The hydrants shall be furnished with a 16 inch traffic section (24 inches from ground line to centerline of nozzle). Valve opening shall be 5-1/4 inch.

Hydrants shall be painted one coat of red primer paint and two finish coats of an approved paint of red color. Hydrants shall be touched up at the end of construction. Each hydrant shall be furnished with a flex stake, FH 800 Series, to be mounted on the top flange of the hydrant.

Drain holes shall be plugged when placed below the water table. A tag shall be attached to the hydrant stating "Drain Holes Plugged" and the hydrant pumper nozzle shall be painted per the Standard Plates.

One extra new six-inch hydrant extension shall be provided per Project, as directed by the Engineer. One extra hydrant flex stake shall be provided for each ten hydrants; minimum one per Project. One hydrant Storz wrench or repair kit shall be provided per Project.

5. VALVES. Gate valves shall be resilient wedge American Flow Control Series 2500, or approved equal, with mechanical joints, meeting AWWA Specification C515. All bolts shall be stainless steel. All gate valves shall be left in the open position except as directed by the Engineer. Valves shall have "O-Ring" construction and be designed for 250 psi working pressure. Valves larger than 12 inches in size shall be butterfly valves, equal to Mueller Lineseal III, meeting AWWA Specification C504. All bolts shall be stainless steel.

One twelve-foot gate valve key shall be provided per Project, as directed by the Engineer.

6. VALVE BOXES. Valve boxes shall be Tyler G-Box 6860, or approved equal, and furnished with VB2600 drop lid marked water. Valve boxes shall be designed for 7'-6" depth of cover over watermain (minimum).
7. GATE VALVE ADAPTORS shall be 1/4 inch steel with protective coating manufactured by Adaptor, Inc., or approved equal.
8. CORPORATION STOPS. Corporation stops shall be A.Y. McDonald 74701B, or approved equal for one inch and two inch diameter copper tubing.
9. TAPPING SLEEVES. Tapping sleeves shall be used for all watermain wet tap connections. Sleeves shall be all stainless steel with a stainless steel flange and mechanical joint outlet, Smith-Blair 663 or approved equal.
10. TAPPING SADDLES. Double studded tapping saddles shall be used for all corporation connections to PVC and HDPE watermain. Saddles shall be stainless steel of the wraparound kind with rubber gasket, Smith-Blair 372 or approved equal.
11. CURB STOPS. Curb stops shall be A.Y. McDonald 76104, or equal, Minneapolis thread and pattern, with inlet and outlet each one inch or two inches in diameter for flared connections.
12. CURB BOXES. Curb boxes shall be A.Y. McDonald 5614, or equal, with rods and with Minneapolis top, for one inch and two inch size. Boxes shall be 7'-0" - 8'-0" adjustable.
13. CURB BOX CASTING. Neenah R-1914-A with "WATER" stamped on lid.
14. POLYETHYLENE ENCASEMENT. Polyethylene encasement material shall conform to the requirements of AWWA C-105 for tube type installation and 8 mil nominal film thickness.
15. TRACER WIRE. Tracer wire shall be installed with all PVC and HDPE watermain. Wire connectors shall be lockable and specifically manufactured for use in underground tracer wire installation. Connectors shall be dielectric silicon filled to seal out moisture and corrosion, and shall be installed in a manner so as to prevent any uninsulated wire exposure. Non-locking friction fit, twist on or taped connectors are prohibited.
 - A. Open-Trench Installation. Tracer wire for open-trench installation shall be 12 AWG solid, PRO-TRACE HF-CCS PE45 as manufactured by Pro-Line Safety Products, or approved equal.

- B. **Horizontal Directional Drill Installation.** Tracer Wire for horizontal directional drilling shall be 7x7 Stranded Copper-clad Steel with a break load of 4700 lbs. as manufactured by Copperhead Industries or approved equal.
16. **TRACER WIRE CONNECTORS.** Wire connectors shall be lockable and specifically manufactured for use in underground tracer wire installation. Connectors shall be dielectric silicon filled to seal out moisture and corrosion, and shall be installed in a manner so as to prevent any uninsulated wire exposure. Non-locking friction fit, twist on or taped connectors are prohibited.
17. **HYDRANT TRACER WIRE ACCESS BOX.** Tracer wire shall be connected to hydrants with an above ground tracer wire access box per City Detail 201 (Copperhead #T2R-FLPKG-5/8 or approved equal.)
18. **NON-ROADWAY TRACE WIRE ACCESS BOX.** Grade level/in-ground access box shall meet Copperhead Industries, LLC SnakePit Test Station or approved equal. All tracer wire access boxes must include a manually interruptible conductive/connective link between the terminal for the tracer wire connection and the terminal for the grounding anode wire connection.
19. **TRACER WIRE GROUNDING ROD.** Tracer wire grounding rod shall be a drive-in magnesium anode rod with a high density polyethylene cap and connected to approved tracer wire access boxes.
20. **PIPE INSULATION.** Insulation shall be extruded rigid board material having a thermal conductivity of 0.23 BTU/hour/square foot/degree Fahrenheit/per inch thickness, maximum at 40°F mean, a compressive strength of 35 psi minimum, and water absorption of 0.25 percent by volume minimum. Board dimensions shall be measured 8 feet long, 2 or 4 feet wide, and 2 inches thick.

EXECUTION:

1. **DEPTH.** Watermain shall be laid to such depth as indicated on the plans. The depth shall be measured from top of the pipe vertically to the finished grade of the street or the ditch line. The minimum depth shall be 7-1/2 feet for all watermain.
2. **REACTION BACKING.** Reaction backing shall be provided at all watermain fittings and at hydrants in accordance with the Standard Details. In any instance where the Engineer determines that solid backing against undisturbed earth is not obtainable for fittings or hydrants, the Contractor shall use steel tie rods or mechanical joint retainer glands as directed by the Engineer. Valves on branch lines or on hydrant leads shall in all cases be tied to an adjacent tee or cross fitting or back one full length of pipe.
3. **WATER SERVICES.** All services shall be tapped with the watermain under working pressure. Curb boxes shall be installed fully extended with tops extending six inches above finished grade. Casting to be installed when curb stop is located in a hard surface.
4. **ALIGNING AND FITTING OF PIPE.** Alignment and fitting of the pipe shall conform to the following AWWA table:

AWWA C-600
TABLE FOR
MAXIMUM DEFLECTION FOR DUCTILE IRON WATER PIPE

Nominal Pipe Diameter	Push-On Joints, Deflection- Inches/Length			Mechanical Joints, Deflection- Inches/Length		
	6	18	20	16	18	20
6	17	19	21	24	27	--
8	17	19	21	18	20	--
10	17	19	21	18	20	--
12	17	19	21	18	20	22

5. TRENCH PREPARATION. Trench Preparation shall be completed in accordance with Section 3123 of these Specifications.
6. VALVE BOXES. The Contractor shall be responsible for keeping all new and existing valve boxes clean and free of dirt at all times.

The Contractor shall adjust all castings located within the street section including existing castings. Adjustments shall be as follows:

Valve Boxes: .04 feet below finished grade

Valve boxes located in the bituminous section shall be coated with a material which allows removal of bituminous material applied to the casting lid. Valve boxes shall have a wooden cut-out or other approved material placed over the structure during the paving operation. The cut-out shall allow pavement to be placed around the structure causing a uniform lip after rolling conforming to the information given above. The top of the castings shall be adjusted to the finished elevation just prior to paving.

Upon completion of compacting bituminous pavement, all valve box covers shall be removed and surfaces and casting lips cleaned of all bituminous materials.

Interim adjustment of castings to the surface will be required to allow for access during lengthy periods of work suspension. Cuts in the bituminous pavement resulting from interim adjustments shall be restored with a minimum compacted thickness of three inches of bituminous mixture. In conjunction with final adjustments, patches from interim adjustments shall be removed in their entirety and the roadway structure restored to the plan thicknesses.

7. CONNECTIONS TO EXISTING UTILITIES. Connections between existing and new watermains shall be as directed by the Engineer.
 - A. The Contractor shall arrange his Work for a minimum number of shutdowns to the existing water service and shall schedule the shutdowns so that all present water customers will have water service from 6 a.m. to 9 a.m. and from 2 p.m. to 9 p.m. every day. When this is not possible, temporary service supplies may be ordered by the Engineer and shall be furnished and installed by the Contractor. Water service interruptions must have prior approval by the Engineer.
 - B. The Contractor will be required to schedule shutdown of the watermain with the City 48 hours in advance of interruption of water service.

- C. The Contractor will notify residents affected by shutdown in writing 24 hours in advance. Notice will inform residents what day and expected times water will be off. Notice is not required for emergency situations.
- D. All Fittings and Piping used for making connection shall be thoroughly cleaned using a solution of chlorine mixed with water.
- E. Loading and flushing of watermain is allowed between the hours of 9 a.m. and 2 p.m., Monday through Thursday.

8. SEPARATION OF WATERMAINS AND SEWERS.

- A. Parallel Installation. Watermains shall be laid at least 10 feet horizontally from any existing or proposed sewer. The distance shall be measured edge to edge. In cases where it is not practical to maintain a 10-foot separation, the reviewing authority may allow deviation on a case by case basis, if supported by data from the design Engineer. Such deviation may allow installation of the watermain closer to a sewer, provided that the watermain is laid in a separate trench or on an undisturbed earth shelf located on one side of the sewer at such an elevation that the bottom of the watermain is at least 18 inches above the top of the sewer.
- B. Crossings. Watermains crossing sewers shall be laid to provide a minimum vertical distance of 18 inches between the outside of the watermain and the outside of the sewer. This shall be the case where the watermain is either above or below the sewer. At crossings, one full length of water pipe shall be located so both joints will be as far from the sewer as possible. In addition, if the sanitary sewer crosses over the watermain, the pipes shall be centered at the crossing so that the joints will be equidistant and as far from the crossing as possible. Special structural support for the water and sewer pipes may be required.
- C. Exception. Where sewers are being installed and the above requirements cannot be met, the sewer materials shall be watermain pipe or equivalent and shall be pressure tested to ensure water tightness.
- D. Forcemains. There shall be at least a 10-foot horizontal separation between watermains and sanitary sewer forcemains. There shall be an 18-inch vertical separation at crossings as required above.

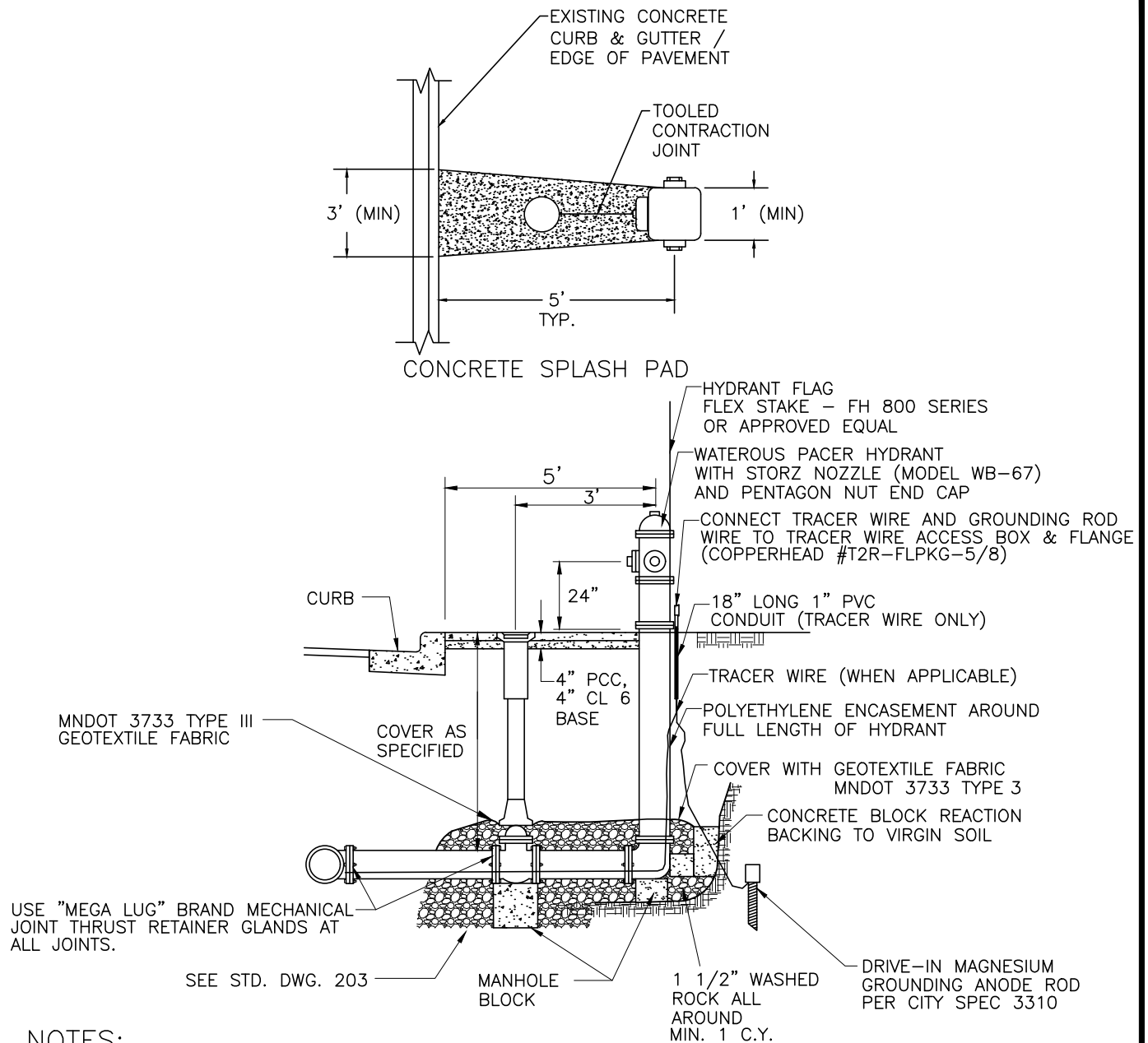
9. TRACER WIRE SYSTEM: Tracer wire shall be installed with all PVC and HDPE watermain (including all services on these mains.) Tracer wire to be grounded at all dead ends and services by use of a drive-in magnesium grounding anode rod which shall be installed in a direction 180 degrees opposite of the tracer wire. Tracer wire shall be connected to hydrants with an above ground tracer wire access box per City Standard Detail 201. Grade level/in-ground access box to be connected at each water service per City Standard Detail 207B.

An extra 2'-0" of tracer wire shall be furnished above ground at each curb stop for future connection by others.

- 10. METHODS OF CHLORINATION (AWWA C651). Chlorination shall be performed in accordance with AWWA C651.
- 11. PRESSURE TEST. A hydrostatic pressure of not less than 150 pounds per square inch (psi) shall be held for a minimum duration of two hours.
- 12. BACTERIOLOGICAL TEST. After final flushing and before the new (or repaired) main is connected to the distribution system, two consecutive sets of acceptable samples, taken 24 hours apart, shall be collected from the new main. One set of samples every 1200 ft of new main, one set from the end of the line, and one set from each branch. All testing must be in compliance with AWWA C651.

13. TRACER WIRE CONTINUITY TEST. Prior to issuance of any building permits, the Contractor shall furnish a locator and using a low voltage circuit, test the entire trace wire system in the presence of the Engineer. The test shall consist of a continuous above ground trace of the piping and appurtenances installed to within 2 feet of installed locations. All areas failing the location test shall be corrected at the Contractor's expense.
14. WATERMAIN STUBS. The end of any watermain stub shall be marked with a treated four inch by four-inch hardwood post with metal spike. The post should be placed in the ground deep enough to withstand normal construction traffic, but extend one inch to two inches above the ground with the top painted blue. A six-foot T-shaped metal fence post shall be tied to the 4-inch by 4-inch hardwood post, painted blue and extended 48 inches above finished grade. All dead end watermain stubs shall have tracer wire run along the stub. The end of the tracer wire shall be stripped and securely attached to the DIP plug with a bolt and nut.
15. POLYETHYLENE ENCASEMENT. All pipe, valves, fittings, hydrants, and appurtenances shall be fully encased in polyethylene film in accordance with the latest version of the Standard Utility Specification for Watermain and Service Installation and Sanitary and Storm Sewer Installation published by the City Engineer's Association of Minnesota.
16. WATERMAIN MARKER
 - A. A Steel Post, "T-shaped" style, painted blue shall be placed by each curb box. The post must extend 48 inches above surrounding ground.
 - B. The Above-Referenced Steel Posts shall be placed by all valve boxes in off-road areas, except for hydrant valves.
 - C. TriView Test Station Marker, as manufactured by Rhino shall be placed by all gate valves located in green areas. Markers shall be installed per the manufacturer's recommendations.

END OF SECTION



NOTES:

1. USE MEGA LUGS ON ALL JOINTS. PROVIDE CONCRETE BLOCKING BEHIND HYDRANT AND TEE. USE COR-BLUE T BOLTS ON ALL FITTINGS.
2. PLUG WEEP HOLES IF GROUNDWATER IS PRESENT.
3. IF WEEP HOLES ARE PLUGGED, PUMPER NOZZLE CAP MUST BE PAINTED GREEN AND A TAG SHALL BE ATTACHED TO THE HYDRANT STATING "DRAIN HOLES PLUGGED".
4. SUPPLY 1 EXTRA FLEX STAKE FOR EVERY 10 HYDRANTS INSTALLED. MINIMUM ONE PER PROJECT.
5. SUPPLY 1 HYDRANT STORZ WRENCH OR HYDRANT REPAIR KIT PER PROJECT.
6. SUPPLY 1 6" HYDRANT EXTENSION AS DIRECTED BY THE ENGINEER.
7. ALL HYDRANTS NOT IN SERVICE SHALL BE COVERED WITH BLACK POLY PLASTIC.
8. CONCRETE SPLASH PAD SURFACE SHALL HAVE BROOMED FINISH.

**EXTRA STAKES AND REPAIR KITS ARE TO BE DELIVERED TO THE PUBLIC WORKS BUILDING.

TYPICAL HYDRANT LAYOUT (VALVE IN BOULEVARD)

JANUARY 2022

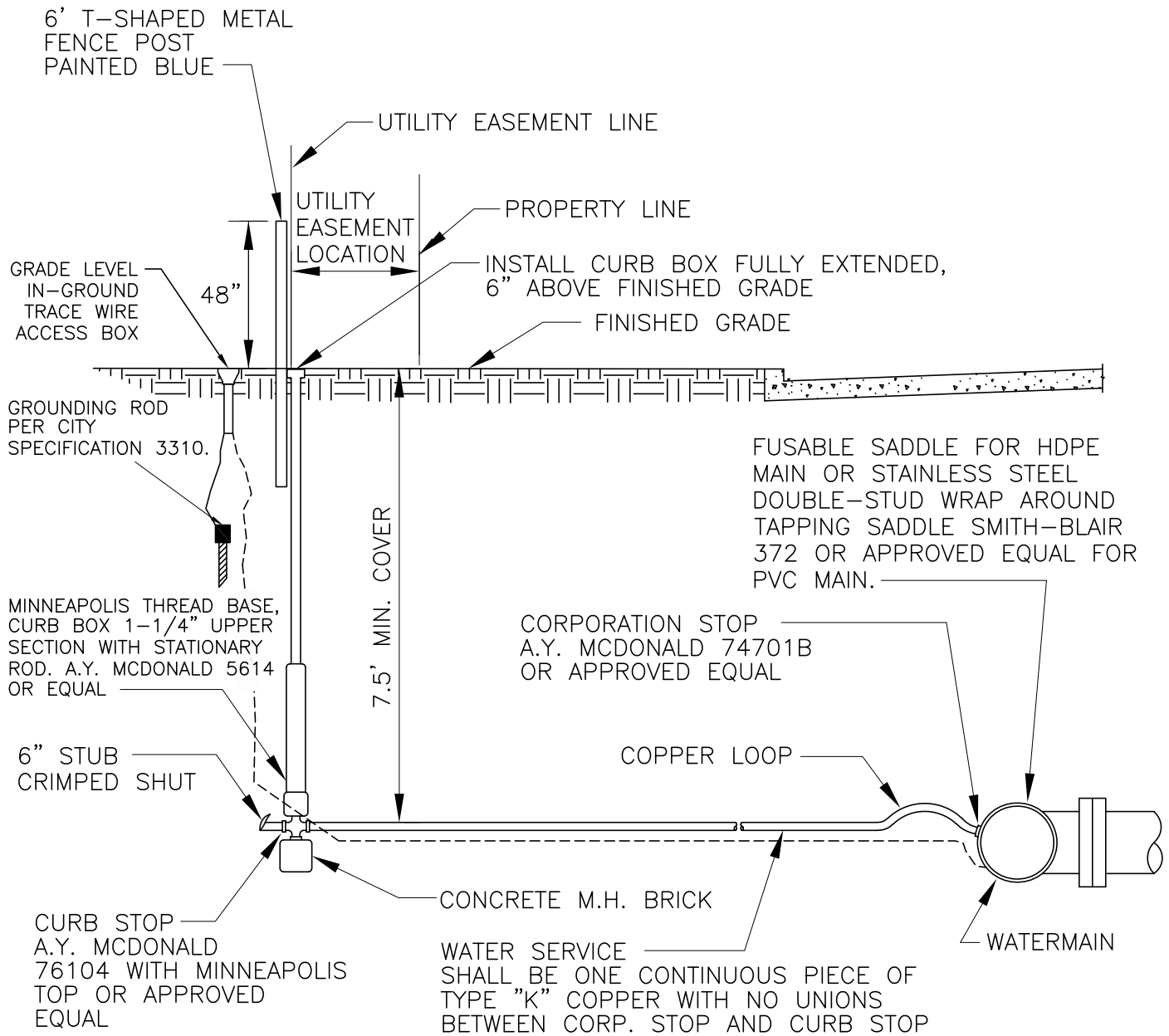


CITY OF LAKE ELMO

STANDARD DRAWING NO.

201

LAKE ELMO



TYPICAL WATER SERVICE 1" TO 2 1/2" COPPER

NOTE:
SERVICE TAP TO BE MADE SLIGHTLY ABOVE SPRING LINE SO THAT COPPER LOOP SHALL NOT EXTEND ABOVE MAIN. MAINTAIN 7.5' MINIMUM COVER FOR ALL SERVICE LINES.

WATER SERVICE ON PVC OR HDPE MAIN

JANUARY 2022



CITY OF LAKE ELMO

STANDARD DRAWING NO.

207B

LAKE ELMO



STAFF REPORT

DATE: June 7, 2022

CONSENT

AGENDA ITEM: Approve Water Transfer Agreement with the Whistling Valley Third Addition Homeowners Association

SUBMITTED BY: Jack Griffin, City Engineer

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

ISSUE BEFORE COUNCIL: Should the City Council approve the Water Transfer Agreement with the Whistling Valley Third Addition Homeowners Association (HOA)?

BACKGROUND: On January 4, 2022 the city awarded a construction contract with Jacon, LLC for the Whistling Valley Street and Utility Improvements. The construction work is currently in progress with a substantial completion date of October 14, 2022 and final completion date of November 25, 2022.

The project is extending public watermain from 10th Street North into the neighborhood along 10th Street Lane, Whistling Valley Road, and Whistling Valley Trail to provide public water service to each of the 37 platted properties, and the project design includes the connection of public watermain to the private Third Addition HOA owned watermain that provides water service to the remaining 5 properties.

PROPOSAL DETAILS/ANALYSIS: In order to facilitate the connection of public watermain to the private HOA owned watermain, the City Attorney has prepared a Water Transfer Agreement to provide for the legal transfer of the private owned water system to city ownership and maintenance. As part of the Agreement, the city will decommission the remaining Association owned water system components that are not conveyed to the city, including the shared water supply well and pumphouse.

FISCAL IMPACT: No additional fiscal impact. All improvements and obligations of the City in the Water Transfer Agreement are part of the work scope in the Whistling Valley Street and Utility Improvements and/or Private Water Service Improvements to be reimbursed through the grant from the MPCA under the 2018 3M Settlement.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the consent agenda*, the Water Transfer Agreement with the Whistling Valley Third Addition Homeowners Association, thereby authorizing the Mayor and City Clerk to sign the Agreement. If removed from the *consent agenda*, the recommended motions for these actions are as follows:

“Move to approve the Water Transfer Agreement with the Whistling Valley Third Addition Homeowners Association, thereby authorizing the Mayor and City Clerk to sign the Agreement.”

ATTACHMENTS:

1. Whistling Valley Third Addition Water Transfer Agreement.

WATER SYSTEM TRANSFER AGREEMENT

This Water System Transfer Agreement (this “Agreement”) is made this ____ day of _____, 2022 (the “Effective Date”) by and between the City of Lake Elmo, a Minnesota municipal corporation (the “City”) and the Whistling Valley Third Addition Homeowners Association, a Minnesota nonprofit corporation (the “Association”).

Recitals

WHEREAS, the Association is the fee owner of the real property legally described as follows:

Outlot A, Whistling Valley 3rd Addition, Washington County, Minnesota.

(the “Property”); and

WHEREAS, there is a communal well located on the Property which consists of a shared water supply system that provides water service to all of the lots within the Association (Lots 1 and 2, all in Block 1; Lot 1, Block 2; Lot 1, Block 3, and the combined Lot 2 and Lot 3, Block 3); and

WHEREAS, the shared water supply system consists of the communal well, well house, watermain distribution pipes to each developed lot, and all related water supply system appurtenances and replacements (the “Association Water System”); and

WHEREAS, per the Declaration of Whistling Valley 3rd Addition Washington County, Minnesota, dated July 25, 2012, recorded in the office of the County Recorder on August 3, 2012 as Document No. 390007 (the “Declaration”), the Association is the owner of the Association Water System and is responsible for its operations, maintenance, and repair; and

WHEREAS, the City is undertaking City Project No. 2020.123 which involves the installation of City water main within the Whistling Valley neighborhood (the “Project”); and

WHEREAS, the Association has requested that the City connect the Association Water System to the City water system; and

WHEREAS, the City has agreed to connect the Association Water System to the City water system; and

NOW, THEREFORE, on the basis of the mutual covenants and agreements hereinafter provided, it is hereby agreed by and between the parties hereto as follows:

1. The foregoing recitals are incorporated into and made a part of this Agreement.
2. The Association hereby grants permission to the City to connect the City water system to the Association's watermain distribution pipe and to disconnect the Association's communal well and appurtenances from the Association's watermain distribution pipe, all in accordance with the plans set forth in the attached Exhibit A.
3. The Association acknowledges and agrees as part of the Project, that all of the homes that are currently connected to the Association's communal well will be disconnected from the communal well when they are connected to the City water system.
4. The Association hereby conveys all of the Association Water System components that are located in the public right-of-way and depicted in green, grey and red (watermain pipe and individual home water service pipe) on the attached Exhibit A to the City. The City shall be the owner of these components and be responsible for operating and maintaining them or abandoning them in place.
5. The Association shall continue to own, operate, and maintain the remaining Association Water System components not conveyed to the City and located on the Property, including any watermain pipe, valves, communal well, wellhouse and all other associated appurtenances as located on the Property.
6. The City shall decommission the remaining Association Water System components not conveyed to the City, including pipe abandonment, sealing the communal well, and demolishing the wellhouse (the "Decommissioning Work"). The Decommissioning Work shall be completed to the minimum extent required by City and State regulations and will not include any work needed to repurpose the Property. The Decommissioning Work shall be completed at the City's expense.
7. The individual property owners who connect to the City water system (Lot 1 and 2, Block 1, Lot 1, Block 2, Lot 1, Block 3, and the combined Lot 2 and 3, Block 3) shall be responsible for the water supply lines that run from the curb stop to the home.
8. The Association hereby grants the City, its employees and contractors a temporary construction easement over all of the Property for the purposes of performing the Decommissioning Work. Said temporary construction easement shall be effective on the Effective Date and shall remain in effect until the Decommissioning Work is completed by the City.

9. This Agreement shall be recorded with the property records of Washington County, Minnesota. The terms and conditions of this Agreement shall run with the land and be binding on the Association and the individual lot owners and their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

**WHISTLING VALLEY THIRD ADDITION
HOMEOWNERS ASSOCIATION**

By: _____

Its: _____

STATE OF MINNESOTA

COUNTY OF
WASHINGTON

} ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____, the _____ of the Whistling Valley Homeowners Association, a Minnesota nonprofit corporation, by and on behalf of the nonprofit corporation.

Notary Public

CITY OF LAKE ELMO

By: _____
Charles Cadenhead

Its: Mayor

By: _____
Julie Johnson

Its: City Clerk

STATE OF MINNESOTA }
COUNTY OF WASHINGTON } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by Charles Cadenhead and Julie Johnson, the Mayor and City Clerk, respectively, of the City of Lake Elmo, a Minnesota municipal corporation, by and on behalf of the City.

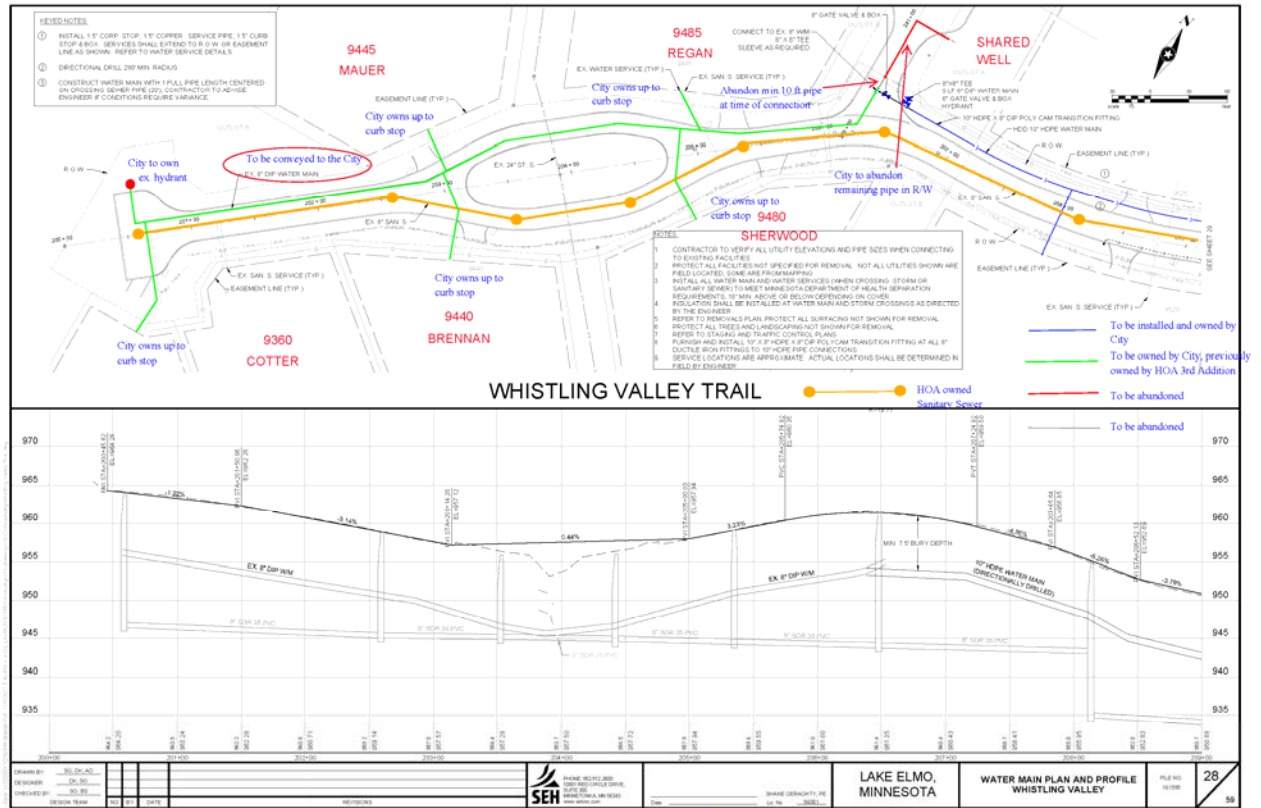
Notary Public

This instrument was drafted by:

Kennedy & Graven, Chartered (SJS)
Fifth Street Towers
150 S. Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A

Plans





STAFF REPORT

DATE: June 7th, 2022
CONSENT

AGENDA ITEM: Award Contracts for the 2022 Trail Seal Coat Project

SUBMITTED BY: Marty Powers, Public Works Director

REVIEWED BY: Kristina Handt, City Administrator
Adam Swanepoel, Assistant Public Works Director

ISSUE BEFORE COUNCIL: Should the City Council award a construction contract for the 2022 Trail Seal Coat Project?

BACKGROUND: In accordance with the city's trail maintenance program, certain trails have been scheduled to be seal coated in 2022. See attached Location Map. These trails were crack filled in 2021 in preparation for seal coating. Seal coating helps protect the pavement surface from sun and water, preventing water from entering the base material.

PROPOSAL DETAILS/ANALYSIS: Quotes for seal coating the trails were solicited from 4 qualified contractors and 2 quotes were received on May 31st, 2022. Pearson Brothers Inc. submitted the lowest quote of \$51,210.32. See attached tabulations for a breakdown of the quotes received. The seal coat work is required to be completed by August 31st, 2022.

FISCAL IMPACT: The 2022 Trail Seal Coat project cost will not exceed the \$65,000 that was included in the 2022 Parks CIP Operating Budget.

RECOMMENDATION: Staff is recommending that the City Council consider, *as part of the Consent Agenda*, accepting the quotes and awarding a construction contract to Pearson Brothers Inc, in the amount of \$51,210.32 for the 2022 Trail Seal Coat Project. If removed from the consent agenda, the recommended motion for this action is as follows:

“Move to accept the quotes and award a Construction Contract to Pearson Brothers Inc. in the amount of \$51,210.32 for the 2022 Trail Seal Coat Project.”

ATTACHMENTS:

1. Tabulation of Trail Seal Coat Quotes.
2. 2022 Seal Coat Project Construction Contract.
3. Trail Seal Coat Map

Tabulation of Bids

2022 Trail Seal Coat Project
City of Lake Elmo, Minnesota



Bids Received By: May 31st, 1pm

DESCRIPTION	QUANTITY	UNIT	ALLIED		FARHNER	
			Unit Price	Total Amount	Unit Price	Total Amount
SEAL COAT CRS-2P EMULLISFIED ASPHALT DILUTED 30% @ 0.12- 0.13 GPY	67382	SY	\$ 0.80	\$ 53,905.60	No Bid	No Bid



PEARSON BROS, INC.		ASTECH	
Unit Price	Total Amount	Unit Price	Total Amount
\$ 0.76	\$ 51,210.32	No Bid	No Bid

**CONSTRUCTION CONTRACT FOR THE
2022 TRAIL SEAL COAT PROJECT
LAKE ELMO, MINNESOTA**

This Contract, made this 7th day of June, **2022**, by the City of Lake Elmo, Minnesota (hereinafter called the "Owner") and Pearson Brothers Inc. (hereinafter called the "Contractor").

WITNESSETH that the parties hereto agree as follows:

The Contractor shall provide all labor, services, materials, equipment and machinery, transportation, tools, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals, including profit and overhead, necessary for the performance, testing, start-up, and completion of the work as described herein:

DESCRIPTION OF WORK: The Contractor shall place signage, sweep clean, and seal coat the trails shown on the attached Location Map dated May, 2021 for Lake Elmo. The work shall be completed per the applicable MnDOT Standard Specifications for Construction (2018 Edition) and in accordance with the specifications and special provisions outlined within this Construction Contract. The Contractor shall provide all necessary traffic control in accordance with the MMUTCD.

Bituminous material shall be MnDOT 2356, CRS-2P Emulsified Asphalt diluted 30%

All work shall be in accordance with MnDOT "Standard Specifications for Construction", Section 2356. In addition, the following requirements shall apply: Cleaning and sweeping of the streets prior to the seal coating shall be done by the Contractor. Existing ADA truncated domes shall be protected before seal coating. Following the seal coating process, the Contractor shall remove the ADA truncated dome protection. The Contractor shall be responsible for signing or otherwise preventing trailer users from using the trails on the day of seal coating. Any areas which cannot be sealed due to the unknowns shall be touched up by the Contractor after the obstruction can be moved. No additional compensation will be given.

The bituminous seal coating material application rates shall be:

- A. Emulsified Asphalt to be applied at 0.12-0.13 gallons per square yard.
- B. Application rates may be varied by the City Observer in the field as different surface conditions are encountered.
- C. Load tickets from the refinery and weight tickets shall be furnished to the City Observer

All seal coat work shall carry a one-year warranty period against any loss of adhesion.

The Contractor will be paid per Square Yard for work completed in accordance with the Construction Contract.

All work shall be completed within the specified time frame and under the terms and conditions provided within this Construction Contract, and in accordance with the "General Conditions" shown in this contract. The contractor shall complete the proposed work by **August 31, 2022**.

The Owner will make payment for the whole contract upon acceptance by the Owner of all work required hereunder and in compliance with all the terms and conditions of this contract.

TOTAL AMOUNT (INSERT FROM QUOTE FORM): \$51,210.32

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date first above written.

(Contractor)

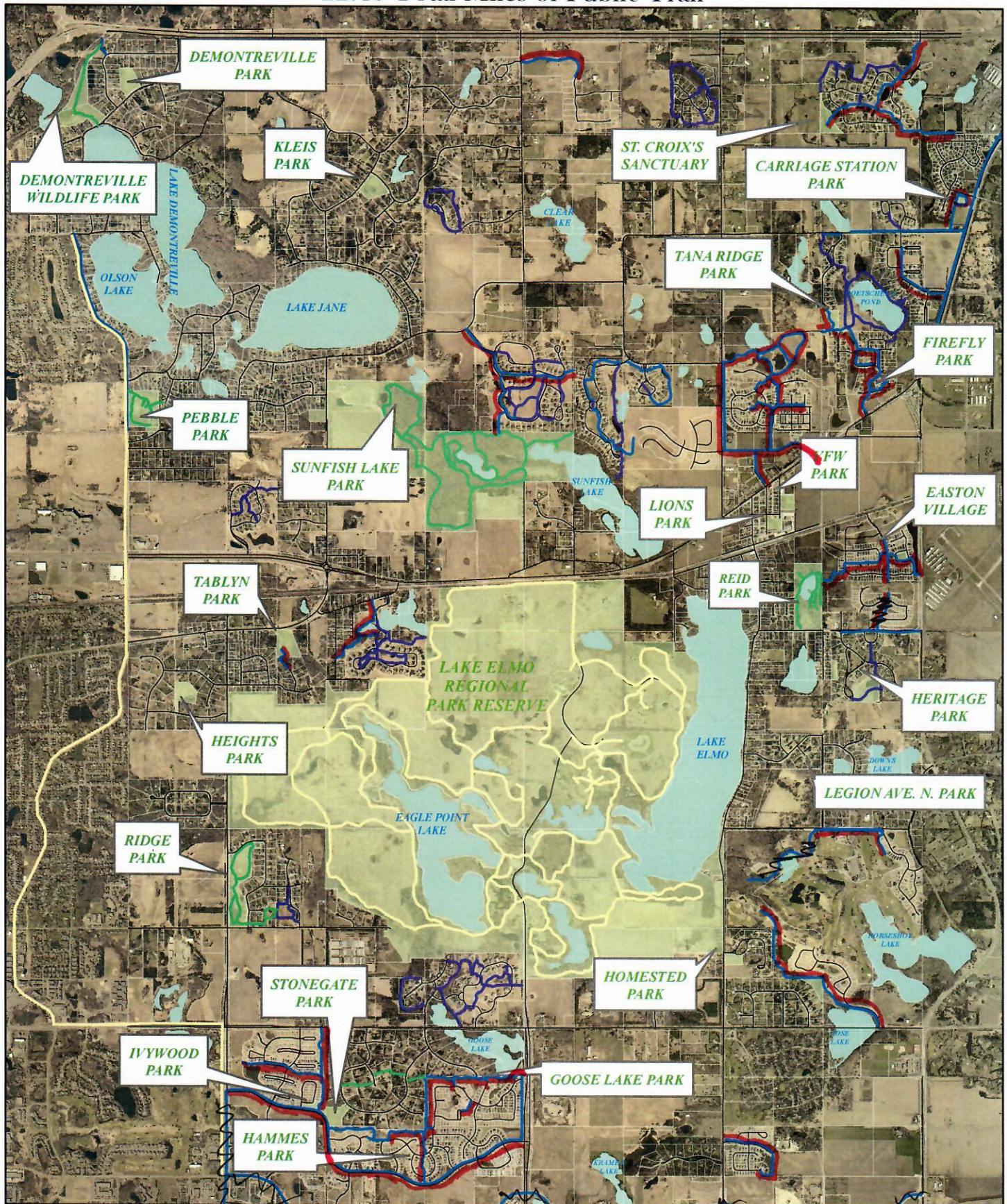
(City of Lake Elmo)

GENERAL CONDITIONS

- I. CHANGES IN WORK. - The Owner may at any time, make changes in the drawings and specifications, within the general scope thereof. If such changes cause an increase or decrease in the amount due under this contract or in the time required for its performance, an equitable adjustment will be made, and this contract will be modified accordingly by a "Contract Change Order". No charge for any extra work or material will be allowed unless the same has been ordered on such contract change order by the Owner and the price therefore stated in the order.
- II. INSPECTION OF WORK. - All materials and workmanship will be subject to inspection, examination, and test, by the Owner, who will have the right to reject defective material and workmanship or require its correction.
- III. COMPLETION OF WORK. - If the Contractor refuses or fails to complete the work within the time specified in this contract, or any extension thereof, the Owner may terminate the Contractor's rights to proceed. In such event the Owner may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor will be liable for any excess cost occasioned the Owner thereby; and the Owner may take possession of and utilize in completing the work such materials and equipment as may be on the site of the work and necessary therefore. If the Owner does not terminate the right of the Contract to proceed, the Contractor will continue the work, in which event, actual damages for delay will be impossible to determine, and in lieu thereof, the Contractor may be required to pay to the Owner the sum of **\$100** as liquidated damages for each calendar day of delay, and the Contractor will be liable for the amount thereof: Provided, however, that the right of the Contractor to proceed will not be terminated because of delays in the completion of the completion of the work due to unforeseeable causes beyond the Contractor's control and without Contractor's fault or negligence.
- IV. RELEASES. - Prior to final payment, the Contractor will submit evidence that all payrolls, material bills, and other indebtedness connected with the work have been paid as required by the Owner.
- V. OBLIGATION TO DISCHARGE LIENS. - Acceptance by the Owner of the completed work performed by the Contractor and payment therefore by the Owner will not relieve the Contractor of obligation to the Owner (which obligation is hereby acknowledged) to discharge any and all liens for the benefit of subcontractors, laborers, material-person, or any other persons performing labor upon the work or furnishing material or machinery for the work covered by this contract, which have attached to or may subsequently attach to the property, or interest of the Owner.
- VI. NOTICES AND APPROVAL IN WRITING. - Any notice, consent, or other act to be given or done hereunder will be valid only if in writing.
- VII. CLEANING UP. - The Contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of the work shall remove from the premises all rubbish, implements and surplus materials.
- VIII. WARRANTY. - Contractor warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens. If within one year after completion of the work, any work is found to be defective, Contractor shall promptly, without cost to the Owner, correct such defective work as approved by the Owner.
- IX. INDEMNIFICATION. - Contractor shall defend and indemnify the city against claims brought or actions filed against the city or any of its officers, employees or agents for property damage, bodily injury or death to third persons, arising out of or relating to contractors work under the contract.
- X. WORKERS' COMPENSATION INSURANCE. - Contractor shall provide a certificate of insurance showing evidence of workers' compensation coverage or provide evidence of qualification as a self-insurer of workers' compensation.
- XI. LIABILITY INSURANCE REQUIREMENTS. - A certificate of insurance acceptable to the City shall be filed with the City prior to the commencement of the work. The certificate and the required insurance policies shall contain a provision that the coverage afforded under the contract will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the city. Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and an aggregate limit of not less than \$2,000,000. The CGL insurance shall cover liability arising from premises, operations, independent contractors, subcontractors, products-completed operations, personal injury and advertising injury, and contractually-assumed liability. The City shall be named as an additional insured under the CGL. Contractor shall maintain automobile liability insurance, and if necessary, umbrella liability insurance with a limit of not less than \$1,000,000 each accident and an aggregate limit of not less than \$2,000,000. The insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

City of Lake Elmo Walking Trails and Parks

22.40 Total Miles of Public Trail



Trail Classification(s)

- Public Walking Trail
- Private Walking Trail
- Public Walking Trail Unpaved
- Lake Elmo Roads
- County/Regional Trail



0 0.375 0.75 1.5 Miles

Trails to sealcoat Map Date: May 2021



STAFF REPORT

DATE: June 7, 2022
ASSESSMENT HEARING

AGENDA ITEM: Adopt Final Assessment Roll for the Tapestry Sanitary Sewer Extension. Assessment.

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

ISSUE BEFORE COUNCIL: The City Council is asked to hold the final assessment hearing. Following the hearing, should the City Council adopt the final assessment roll for the Tapestry Sanitary Sewer Extension?

BACKGROUND: The Tapestry Sanitary Sewer Extension project extends municipal sanitary sewer service to replace the use of the private HOA 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 project was ordered by the City Council on November 16, 2021 in response to a petition by 56 of the 65 property owners located in the neighborhood and following a public improvement hearing held on the proposed project.

The proposed improvements being assessed do not include the decommissioning of the HOA community wastewater treatment system, nor does it include the City assuming ownership and maintenance of the HOA private sanitary sewer collection system at this time.

PROPOSAL DETAILS/ANALYSIS: On May 17, 2022, the City Council approved a Resolution declaring the costs to be assessed, ordering the preparation of the proposed assessment, and calling for the hearing on proposed assessment for the Tapestry Sanitary Sewer Extension to be held on June 7, 2022. Mailed notice was provided to each assessed property and notice of the public hearing was published in the local paper. Special assessments are levied in accordance with Minnesota Statutes Chapter 429 and consistent with the City's Special Assessment Policy. The attached final assessment roll details the proposed assessment for each parcel. The Final Assessment Roll must be certified to the County Auditor by November 15, 2022.

FISCAL IMPACT: 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. 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, \$123,500 in City oversize cost recovery fees, and \$26,000 in City cost contributions for lift station/forcemain oversizing. This results in \$1,521,000 in assessable project costs. The proposed final assessment to each of the 65 residential properties is therefore \$23,400. Sanitary sewer assessments will be payable over 20-year years at an interest rate of 4.75%.

RECOMMENDATION: Staff is recommending that the City Council approve a resolution adopting the Final Assessment Roll for the Tapestry Sanitary Sewer Extension. The recommended motion for this action is as follows:

“Move to approve Resolution No. 2022-055, Adopting the Final Assessment Roll for the Tapestry Sanitary Sewer Extension.”

ATTACHMENTS:

1. Resolution Adopting the Final Assessment Roll for the Tapestry Sanitary Sewer Extension.
2. Notice of Hearing on Proposed Assessment.
3. Final Assessment Roll.

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

**RESOLUTION NO. 2022-055
A RESOLUTION ADOPTING THE FINAL ASSESSMENT ROLL FOR THE
TAPESTRY SANITARY SEWER EXTENSION**

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessment for the Tapestry Sanitary Sewer Extension improvements consisting of the extension of municipal sanitary sewer service to replace the use of the private HOA community wastewater treatment system for the 65 residential properties in the subdivision.

NOW, THEREFORE, BE IT RESOLVED,

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessment 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 adoption date of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2022. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to the 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, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution. 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.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE SEVENTH DAY OF JUNE, 2022.

CITY OF LAKE ELMO

(Seal)
ATTEST:

By: _____
Charles Cadenhead
Mayor

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



STAFF REPORT

DATE: 06/7/2022

REGULAR

ITEM#: 13

MOTION

TO: City Council
FROM: Ben Hetzel, Lake Elmo City Planner
AGENDA ITEM: **Impervious Surface Coverage Variance Request at 4622 Lilac Lane N**
REVIEWED BY: Molly Just, Planning Director

INTRODUCTION:

Kyle and Morgan Traynor (Applicants) recently submitted an application for a impervious surface coverage variance for the property located at 4622 Lilac Lane North – Parcel 07.029.20.23.0011 (Subject Property). The applicant is looking to expand the living space within their single-family home. To do this, the applicants are proposing to remove an area of existing pavers and a deck to construct a 12-foot by 14-foot two story addition. The maximum impervious surface coverage for an unsewered lot in a Shoreland Management District is 15%. The applicants are asking the City Council to allow an impervious surface coverage of 19%.

The Planning Commission recommended approval of the request with conditions at the May 9, 2022 meeting.

ISSUE BEFORE THE CITY COUNCIL:

The City Council is being asked to review and make a determination on the request to allow a impervious surface coverage of 19% where a maximum of 15% is allowed.

VARIANCE REQUEST DETAILS/ANALYSIS:

Address: 4622 Lilac Lane North
PID: 07.029.20.23.0011
Existing Zoning: Open Space PUD – Shoreland Overlay District
Surrounding Zoning: North, South, East, & West: Open Space PUD
Deadline for Action: Application Complete – 3/29/2022
60 Day Deadline – 5/29/2022
Extension Letter Mailed – 5/12/22
120 Day Deadline – 7/29/22

Applicable Regulations: Article V - Zoning Administration and Enforcement
Article XVII – Open Space Planned Unit Developments
Article XIX – Shoreland Overlay District

Reason for Request: The applicants propose to construct a 12-foot by 14-foot addition onto an existing singly family home within a Shoreland Management Zone. According to Section

105.12.1260 Table 17-3 of the City of Lake Elmo Municipal Code, an unsewered lot is allowed a maximum impervious surface coverage of 15%.

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 proposed addition is for continued residential use purposes. Strict enforcement of the municipal code would not allow for any future expansion. The applicants have agreed to remove a south facing paver patio in order to reduce the total impervious surface coverage. The applicant feels that the rest of the existing coverage (driveway and house footprint) is minimal and further removal not necessary, as the total impervious surface coverage will be reduced from 19.2% to 19.0% with the south patio removal and construction of proposed addition.

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

FINDINGS:

The original home owner built the residence in 2000. All current impervious surfaces were created under previous ownership. The applicants purchased the property in 2016 and have not added any impervious surfaces, but rather have simply maintained the existing structures.

- 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 addition will not alter the essential character of the existing home or neighborhood. Both color and building materials for the proposed addition will match the existing home exterior. The proposed addition will meet structure height requirements and setbacks to all property lines.

- 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 proposed addition will not face a public street and is screened from adjacent properties by existing vegetation. Other homes within the subdivision have comparable extensions of the home to what is proposed.

CITY AGENCY REVIEW:

This request was distributed to several city departments for review on April 8, 2022. The following departments provided comments on the variance request.

- *Valley Branch Watershed District Engineer* – The project does not require a Valley Branch Watershed District Permit. There is less than 6,000 square feet of new and/or fully reconstructed

PUBLIC COMMENT:

A hearing notice was sent to surrounding properties on April 22, 2022. A hearing notice was published in the local newspaper on April 29, 2022. Staff received a public comment from a neighboring property owner via email on May 4, 2022 in support of the proposed variance.

FISCAL IMPACT:

None

RECOMMENDED CONDITIONS OF APPROVAL

1. The applicant may not exceed the proposed 19% impervious surface coverage unless receiving approval from the City of Lake Elmo.
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 Planning Commission may:

- Recommend approval of the variance.
- Recommend approval of the variance with conditions.
- Recommend denial of the variance, citing recommended findings of fact for denial.

RECOMMENDATION:

Staff recommends that the City Council approve the request with conditions from Kyle and Morgan Traynor for a variance to allow an impervious surface coverage of 19% at 4622 Lilac Lane North.

“Move to approve Resolution 2022-056, approving the request with conditions from Kyle and Morgan Traynor for a variance to allow an impervious surface coverage of 19% at 4622 Lilac Lane North.”

ATTACHMENTS:

- 1) Land Use Application
- 2) Written Statements

- 3) Location Map
- 4) Certificate of Survey
- 5) Proposed Addition Plans
- 6) Email from neighboring property owner
- 7) May 9, 2022 Planning Commission meeting minutes
- 8) Resolution No. 2022-056

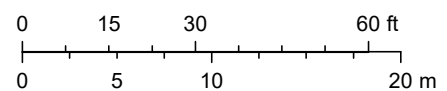
ArcGIS Web AppBuilder



4/14/2022, 1:05:24 PM

1:564

Parcels	CONSERVATION MNWASH032009.sid	Red: Band_1
Sections	Address Points	Green: Band_2
Leader Lines	MNWASH038007.sid	Blue: Band_3
DIMENSION LEADER	Red: Band_1	MNWASH026009.sid
Easement Lines	Green: Band_2	Red: Band_1
COMPUTED UTILITY_DRAINAGE	Blue: Band_3	



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Date Received: _____
Received By: _____
Permit #: _____



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

VARIANCE APPLICATION

Applicant: Kyle and Morgan Traynor
Address: 4622 Lilac Ln N, Lake Elmo, MN 55042
Phone # 612.508.2715 (Morgan)
Email Address: morgan.traynor@gmail.com

Fee Owner: same as above
Address: -
Phone # -
Email Address: -

Engineer: Daniel Hanson, E.G. Rud & Sons Inc.
Address: 6776 Lake Drive NE, Suite 100, Lino Lakes, MN 55014
Phone # 651.361.8241
Email Address: dhanson@egrud.com

Property Location (Address): 4622 Lilac Ln N, Lake Elmo, MN 55042
Complete Legal Description: Residential. Subdivision Name: THE FIELDS OF ST CROIX
Lot 5 Block 2
PID#: 07.029.20.23.0011

Detailed Reason for Request: The reason for the Variance Request is to complete the
permitting process for a home addition to our existing residence. The existing
conditions of our residence is an overage of impervious surface (due to the previous
homeowner) comprised of both the asphalt driveway and two areas of brick pavers.

*Variance Requests: As outlined in LEC Section 103.00.110 (c), the applicant must demonstrate practical difficulties before a variance can be granted. The practical difficulties related to this application are as follows: The practical difficulty to reducing the impervious surface area is the driveway is the only surface remaining. (Our survey shows removing one of the brick patios to help with the overage.) With only a 2 car garage, the asphalt driveway is already minimal.

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: Morgan Traynor Date: 3.7.22

Signature of fee owner: Morgan Traynor Date: 3.7.22

VARIANCE PROCEDURE¹ FOR THE CITY OF LAKE ELMO

The Lake Elmo City Code was established to protect both current and future residents from the negative impacts of improper development and to ensure a positive future for the city. A variance request is the mechanism that allows the City Council to determine whether a project deviating from code should be permitted per LEC 105.12.320. In order to successfully receive a variance, there are a number of steps that must be followed:

1. Contact city staff to discuss your proposed variance and obtain a land use application form from City Hall.
2. Put together an informational packet (described herein) that outlines your request and outlines all reasons as to why the variance should be granted.
3. Submit your completed packet to staff by the applicable due date for review. Staff will examine your information to determine if the application is complete, and contact you if additional information is required or was omitted. It is to your advantage to submit your materials as early as possible so staff can assist you in meeting all requirements. Applications found to be incomplete will be returned to the applicant.²
4. Staff will address completed applications by requesting comments from partnering agencies, scheduling meetings, writing reports, and noticing a public hearing.
5. The Planning Commission will hold the scheduled public hearing (2nd or 4th Monday of the month³); and will forward recommendations to the City Council for consideration (1st or 3rd Tuesday of the month³). Applicants are advised to attend both the commission and Council meetings and be open to questions regarding the request.
6. The City Council will consider the request and either grant or deny the variance.

Above all else, it is imperative that an applicant begin preparations as early as possible to ensure the application is submitted by the due date in any given month. Please anticipate that review by the Planning Commission will not occur until at least one month has passed from the date of submittal.

The City Council has established a non-refundable fee⁴ for processing variance applications, contact City Staff to inquire about relevant application and escrow fees.

Please note that it is the responsibility of the applicant to provide all required information and to illustrate all reasons why the requested variance should be granted. City staff is not authorized,

¹ The information provided in this document is intended to be a correct statement of the law as set forth in the Lake Elmo City Code and the laws of the State of Minnesota. However, the applicant should refer to the actual sources and consult with their own legal advisor regarding applicability to their application. In providing this information, the City makes no representations nor provides any legal advice or opinion.

² Minnesota State Statute 15.99 requires local governments to review an application within 15 business days of its submission to determine if an application is complete and/or if additional information is needed to adequately review the subject request.

³ Staff will determine when applications are reviewed based on the time needed to review the application and the number of items already scheduled on future agendas. Please note that meeting dates are subject to change due to holidays, lack of quorum, etc. Please contact City Hall to confirm all dates and times.

⁴ Applicant is also responsible for any additional fees incurred by the City (i.e. engineering, planning, postage, legal expenses, et cetera).

nor permitted, to prepare applications since the “burden of proof” rests with the applicant to justify the specific request.

At a minimum, the following materials must be submitted prior to deeming an application complete.

- | <u>Sub:</u> | <u>Req:</u> | <u>Item:</u> |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 1. A completed land use application form signed by all property owners and applicants along with payment of the proper filing fee. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 2. Written statements providing information regarding your proposal. <u>Please provide a separate answer for each of the lettered items listed below</u> (answers must be submitted in both hard copy and electronic form--.txt files or MS Word format): <ul style="list-style-type: none"> a. A list of all current property owners (if individually owned), all general and limited partners (if a partnership), all managers and directors (if a limited liability company), and/or officers and directors (if a corporation) involved as either applicants or owners. b. A listing of the following site data: legal description of the property, parcel identification number(s), parcel size (in acres and square feet), existing use of land, and current zoning. c. State the provision(s) of the Lake Elmo City Code for which you seek a variance. <i>(For example, Section 300.07 Zoning Districts, Subd (4b3) – Minimum District Requirements)</i> d. A <u>specific written description of the proposal</u> and how it varies from the applicable provisions of Lake Elmo Code. e. A narrative regarding any pre-application discussions with staff, and an explanation of how the issue was addressed leading up to the application for a variance. f. Explain why the strict enforcement of this chapter would cause practical difficulties because of circumstances unique to the individual property under consideration. g. Explain why the plight of the landowner is due to circumstances unique to the property and not created by the landowner. h. Justify that the granting of the variance would not alter the essential character of the neighborhood. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 3. Verification of ownership (a copy of a current title report, purchase agreement, etc.) |

Sub: Req: Item:

- ☒ ☒ 4. **Address labels:** A certified list of property owners located within three hundred fifty (350') feet of the subject property obtained from and certified by a licensed abstractor or through Washington County (see attached form).
- ☒ ☐ 5. **Three (3) plan size copies** (11x17 or larger), **Three (3) reproducible copies** (8½ x 11), **and one (1) electronic copy of a certified survey** depicting the lot upon which a variance is requested. Survey shall be at a readable and measurable engineering scale⁵, be pre-folded for distribution, include the following information⁶:
- ☐ Location, Floor Area, and Building Envelope of Existing & Proposed Structures
 - ☐ Lot Lines
 - ☐ Parcel Size in Acres & Square Feet
 - ☐ Building Setbacks (Front/Rear/Side/Lake): closest point of building to each property line
 - ☐ Actual elevations for Garage Floor, Basement Floor, Foundation Top, & Building Height
 - ☐ Lowest Floor Elevation if any part of property is in flood plain
 - ☐ All Water Features: Floodplain, Floodway Delineations, Ordinary High Water Mark Elevations, Wetlands, Watercourses, Reservoirs, Ponds, & Other Bodies of Water **Existing**
 - ☐ topographic character of land showing contours at **2' intervals**
 - ☐ **Proposed** topographic character at **2' intervals**
 - ☐ Flow arrows indicating direction of drainage
 - ☐ General location of wooded or heavily vegetated areas
 - ☐ All Adjacent Structures Within 100 Feet of Property
 - ☐ All Easements (Road, Utility, Drainage, etc.)
 - ☐ Public Right-of-Way Name (street name)
 - ☐ Proposed driveway location and proposed driveway grades
 - ☐ Wells & Neighboring Wells if New Drainfield is Installed
 - ☐ Septic System & Drainfield, or Sanitary Sewer Connection
 - ☐ Percolation Test & Soil Boring Holes (if applicable)
 - ☐ Hardcover Calculations--% and square footage of:
 - ☐
 - Building coverage
 - Driveway and parking
 - Public street right-of-way
 - Open space and/or landscaped area
 - ☐ Proposed Treatment of the Perimeter, including Screens, Fences, Walls, & Landscaping
 - ☐ Location of adjacent Municipal boundaries

⁵If your survey must be larger than 11x17 to be fully legible and to scale, we ask that three (3) copies be in the large format.

⁶ Please consult with staff on exactly what to include on your survey. Every application is unique and may require more or less information than what is listed in this handout. Staff reserves the right to require additional information.

Survey requirements continued:

- ☐ Shoreline and/or tops of bluffs (if applicable)
- ☐ Administrative Information:
 - Scale
 - North Point
 - Signature of Surveyor
 - Date of Preparation (THE REVISION BOX MUST BE CONTINUALLY UPDATED AS CHANGES OCCUR!!!)
 - PID Number
 - Site Address
 - Legal Description
 - Subdivision Name (if applicable)
 - Zoning Classification

- ☐ ☐ 7. Any **other information** required by city staff, commissioners, or council members necessary to provide a complete review of the variance request. Information deemed critical to the review process not listed in this handout may be requested⁷. Staff will list other requirements below:

☐ ☐ _____

☐ ☐ _____

If you have any further questions that are not covered by this handout, please contact the Planning Department at Lake Elmo City Hall: (651) 747-3912. We look forward to assisting you.

⁷ Number of copies, size, and other such administrative details may also be imposed when requiring additional information.



PARCEL SEARCH APPLICATION
PUBLIC WORKS DEPARTMENT
SURVEY DIVISION

11660 Myeron Road North Stillwater, Minnesota 55082
PHONE (651) 430-4300 EMAIL Publicworks@co.washington.mn.us

Parcel Search File No:	Checks payable to WASHINGTON COUNTY	Payment Date:	Payment Type:
------------------------	--	---------------	---------------

REQUEST FOR SURROUNDING PROPERTY OWNERS AND ADDRESSES

List of owner names and addresses for parcels located within _____ feet of:	
Parcel Identification Number(s):	
Property Owner	Property Address – City, State and Zip
Email	Phone
Applicant (if different than owner)	Mailing Address – City, State and Zip
Business (if applicable)	Phone
Mailing labels Yes <input type="checkbox"/> No <input type="checkbox"/> # of sets of labels: _____	Date needed: _____ Mail report <input type="checkbox"/> Pick up report <input type="checkbox"/>
Parcel Search Fees	
1st 25 parcels, including subject parcel (\$50.00)	\$ _____
# of additional parcels _____ x .50	_____
1 sheet of 30 labels (\$1.00/set)	_____
# of additional sheets of labels _____ x 1.00	_____
Postage, if parcel search is mailed (\$2.00)	_____
Fee, if parcel search is faxed (\$2.00)	_____
Amount due:	\$ _____

Total # of parcels _____
Total # of labels _____
Completion date _____
Service Rep _____

THIS INFORMATION WAS COMPILED FROM WASHINGTON COUNTY SURVEYOR MAPS AND COUNTY ASSESSOR DATA FILES.
THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR ANY INACCURACIES IN THE INFORMATION RELIED UPON IN THIS PARCEL SEARCH.



City of Lake Elmo
Escrow Agreement for Municipal Review Services
Deposit Agreement

THIS AGREEMENT is made this 7th day of March 20- , by the Applicant and Owner (hereinafter individually and collectively referred to as "Applicant") in favor of the City of Lake Elmo, a municipal corporation of Minnesota (hereinafter referred to as "City").

A. "Applicant" whose name and address is:

Kyle and Morgan Traynor
4622 Lilac Ln N
Lake Elmo, MN 55042

B. "Owner" whose name and address is:

Kyle and Morgan Traynor
4622 Lilac Ln N
Lake Elmo, MN 55042

RECITALS

WHEREAS, the Applicant has applied to the City for approval for one or more of the following: (Select All That Apply)

- | | |
|---|--|
| <input type="checkbox"/> Plat (Sketch, Preliminary, Final) | <input checked="" type="checkbox"/> Variance |
| <input type="checkbox"/> PUD/OP-PUD (Pre-Application, Preliminary, Final) | <input type="checkbox"/> Minor Subdivision |
| <input type="checkbox"/> Vacation | <input type="checkbox"/> EAW Review |
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Zoning Text or Map Amendment |
| <input type="checkbox"/> Interim Use Permit | <input type="checkbox"/> Wind Generator |
| <input type="checkbox"/> Comprehensive Plan Amendment | <input type="checkbox"/> Wireless Communication Permit (co-location) |

WHEREAS, the Applicant acknowledges the receipt of benefit to the property, from the City's technical and compliance review of the application; and

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412 and 462, the City will process the application on the condition that the Applicant enter into this Deposit Agreement, which agreement defines certain duties and responsibilities of the Applicant, as well as the City; and the Applicant shall provide cash to the City in the amount satisfactory to the City; and provide security to the City for the payment of all review costs incurred by the City.

NOW THEREFORE, the City and Applicant agree as follows:

1. **Requirement.** The Applicant is required to make the necessary deposits prior to the process of municipal planning, public works, legal & engineering review commences.
2. **Review Process.** Applicant acknowledges and agrees that the City shall commence to review and process the review request checked above at such a time that this Agreement is executed by all parties and the cash required for the specific review is deposited and posted by the City's Finance Department. The City may provide a review completion schedule to the Applicant at the time of deposit. The City reserves the right to modify the schedule based on the completeness of the application, the need for additional information for review, or revisions to the application that may occur during the scheduled review.
3. **Use of Deposited Funds.** The City may draw upon the deposits to pay the costs it incurs in connection with reviewing the application. The City shall determine all of its costs, including both administrative and consulting services, at the rates charged by the City or its consultants, determined according to the City's adopted fee schedule. A copy of the current administrative and consulting rates is attached as Exhibit "A", which rates are subject to change by the City, without notice to the Applicant. Exhibit "A" should not be construed as an exhaustive list of consultants and Applicants shall be responsible for all other consulting fees related to the application. The City shall provide Applicant with the applicable rates for consultants used in the review prior to commencement. This Agreement does not pertain to ancillary charges incurred by reviewing of other governmental bodies, including but not limited to, Soil & Water Conservation Districts, Washington County Government, Water Shed, or any other unit of government that may, by right, have review authority.
4. **Conditions of Deposit.** The following stipulations and conditions shall apply to the deposit account for review services contemplated under this Agreement.
 - a. Payment shall be made to City consultants, included but not limited to legal and planning, in the amounts billed to the City, according to consulting rates in effect at the time of the execution of the agreement. Such consulting deemed necessary for the proper review of the application shall be at a usual and customary rate as it relates to the subject matter of the application for payment as determined by the City.
 - b. The City shall reimburse itself from deposit accounts for all costs and expense incurred by the City in connection with the implementation and enforcement of this Agreement. Reimbursement shall occur on a monthly basis and the City's Finance Department shall notify Applicant of the reimbursement via account reconciliation report.
 - c. The City shall not be responsible for paying any interest on the money deposited under the Agreement.
 - d. If in the discretion of both the City's Finance Department and the Community Development Department, there is deemed to be an inadequate balance in the deposit account to pay for all fees and costs incurred by the City, the City will notify the Applicant for the need for an additional deposit. The total of the additional deposit shall be calculated by City staff based on the amount of work yet to be completed in the review of the application. Applicant

agrees to make the additional deposit within (10) days of a receipt of such notice. For purposes hereof, receipt of notice shall be deemed made upon the depositing of the notice in the U.S. Mail, postage paid. In the event, the Applicant fails to make the additional deposit with (10) days of receipt of the notice, the City will terminate its review process and not re-commence until the appropriate deposit is made and posted by the City's Finance Department.

e. No applications will be processed or forwarded to the appropriate governing reviewing body by the City until all amounts due under this Agreement have been paid in full.

5. **Positive Balance in Escrow Accounts.** Upon the happening of any of the following events, the balance in the deposit account less outstanding fees shall be paid to the Applicant within (90) days of receipt by the City of a written request by the Applicant for payment: (1) completion of the development process; or (2) the application is withdrawn by the Applicant; (3) the applicant is denied by the City for any reason.
6. **Deposit Amounts.** The initial deposit amount contemplated for each the purposes described under the Agreement, which may be revised by the City from time to time, are set forth for Exhibit "B" attached hereto.
7. **Accounting.** If there has been activity in the account, the City will provide a monthly accounting of all expenses charged against the account or when requested by the Applicant. An accounting will also be provided when the City notices the need for an additional escrow deposit.
8. **Terms of Breach.** In the event of any terms of this Agreement are breached by the Applicant, including, but not limited to failure to make additional deposits when required by the City, the City may cease processing any application submitted by the Applicant or order the Applicant to cease any further development or progress under the terms of this Agreement, or both. Applicant indemnifies and holds the City harmless from any liability, claim, action or suit by or any obligation to the Applicant arising from or in connection with the City exercising or enforcing the terms and conditions of this Agreement or action on the Application. The Applicant shall pay all costs and expenses, including reasonable attorney fees and suit costs, incurred by the City arising from or in connection with the City any terms and conditions of this Agreement.
9. **Validity.** If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portion of this Agreement.
10. **Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this Agreement shall run with the land herein described and shall be binding upon the heirs, successors, administrators and assigns of the parties referenced in this Agreement.
11. **Amendments.** The terms of this Agreement shall not be amended without the written consent of the City and all parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

APPLICANT

OWNER:

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this ____ day of _____, 20____, before me a Notary Public within and for said County, personally appeared _____ and _____ to me personally known, to be the person described in and who executed the foregoing instrument and acknowledged that he / she/ they executed that same as his / her / their free act and deed.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this ____ day of _____, 20____, before me a Notary Public within and for said County, personally appeared _____ and _____ to me personally known, to be the person described in and who executed the foregoing instrument and acknowledged that he / she/ they executed that same as his / her / their free act and deed.

Notary Public

CITY OF LAKE ELMO

By: Kristina Handt
Its: City Administrator

Attest: Julie Johnson, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this ____ day of _____, 20____, before me a Notary Public within and for said County, personally appeared _____ and _____ to me personally known, to be the person described in and who executed the foregoing instrument and acknowledged that he / she/ they executed that same as his / her / their free act and deed.

Notary Public



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

ACKNOWLEDGEMENT OF RESPONSIBILITY

This is to certify that I am making application for the described action by the City and that I am responsible for complying with all City requirements with regard to this request. This application should be processed in my name and I am the party whom the City should contact regarding any matter pertaining to this application.

I have read and understand the instructions supplied for processing this application. The documents and/or information I have submitted are true and correct to the best of my knowledge. I will keep myself informed of the deadlines for submission of material and of the progress of this application.

I understand that this application may be reviewed by City staff and consultants. I further understand that additional information, including, but not limited to, traffic analysis and expert testimony may be required for review of this application. I agree to pay to the City upon demand, expenses, determined by the City, that the City incurs in reviewing this application and shall provide an escrow deposit to the City in an amount to be determined by the City. Said expenses shall include, but are not limited to, staff time, engineering, legal expenses and other consultant expenses.

I agree to allow access by City personnel to the property for purposes of review of my application.

Signature of applicant *Morgan Traynor* Date 3.7.22

Name of applicant Morgan Traynor Phone 612.508.2715
(Please Print)

Name and address of Contact (if other than applicant) _____



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

AFFIRMATION OF SUFFICIENT INTEREST

I hereby affirm that **I am the fee title owner** of the below described property or that I have written authorization from the owner to pursue the described action.

Name of applicant Morgan Traynor
(Please Print)

Street address/legal description of subject property _____

Address : 4622 Lilac Ln N, Lake Elmo, MN 55042

Legal Description : The Fields of St Croix Lot 5 Block 2

Morgan Traynor 3.7.22
Signature Date

If you are not the fee owner, attach another copy of this form which has been completed by the fee owner or a copy of your authorization to pursue this action.

If a corporation is fee title holder, attach a copy of the resolution of the Board of Directors authorizing this action.

If a joint venture or partnership is the fee owner, attach a copy of agreement authorizing this action on behalf of the joint venture or partnership.

The City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042

To whom it may concern:

As property owners of 4622 Lilac Ln N, Lake Elmo MN 55042 we are submitting a Variance Application to assist with the permitting process for a home addition currently under review. During the permit review it was determined that our existing property exceeds the impervious pavement allotment. With the Variance Application and supplemental documentation we want to highlight our willingness to help adhere to the guideline by reducing some of the impervious surface because of where the home addition is located.

Please reach out to the following team members with any questions during your review:

Home Owners:

Kyle + Morgan Traynor
612.508.2715
morgan.traynor@gmail.com

General Contractor:

Tice-Hause Design Build, LLC
Jeff Anderson
763.280.1963
jeff@THDBuild.com

Surveyor:

E.G. Rud & Sons, Inc.
Daniel Hanson
651.361.8241
dhanson@egrud.com

Thank you for your consideration.

Kyle & Morgan Traynor

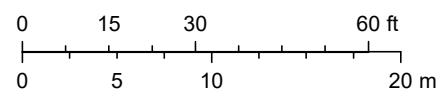
ArcGIS Web AppBuilder



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1:564

Parcels	CONSERVATION	MNWASH032009.sid
Sections	Address Points	Red: Band_1
Leader Lines	MNWASH038007.sid	Green: Band_2
DIMENSION LEADER	Red: Band_1	Blue: Band_3
Easement Lines	Green: Band_2	MNWASH026009.sid
COMPUTED UTILITY_DRAINAGE	Blue: Band_3	Red: Band_1



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Variance Application Responses

Documents

[Variance Application](#)

[Survey](#)

[Addition Plan 001](#)

[Addition Plan 002](#)

[Addition Plan 003](#)

Page 1:

Detailed Reason for Request: The reason for the Variance Request is to complete the permitting process for the home addition on our existing residence. The existing conditions of our residence is an overage of impervious surface (due to the previous homeowner) comprising of both the asphalt driveway and two areas of brick pavers. The home addition will eliminate one of the two brick pavement areas. Linked above are the addition drawings and recent survey for your review.

Variance Requests: The practical difficulty to reduce the impervious surface area is that the driveway is the only surface remaining. With only a 2-car garage, the asphalt driveway is already minimal. As mentioned above, our plans show removing one of the brick patios to help with the overage.

Our hope is to enhance the neighborhood with our property, work from home (given the post-COVID work environment), and grow our young family in the city, home, and neighborhood that we adore.

Written statements

Page 3 of Variance Application

Question 2 : written statements

- a. A list of all current property owners, all general and limited partners, all managers and directors, and/or officers and directors involved as either applicants or owners.
 - i. **Kyle & Morgan Traynor are the current property owners. No other partners, managers, directors or applicants.**
- b. A listing of the following site data: legal description of the property, parcel identification number(s), parcel size (in acres and square feet), existing use of land, and current zoning.
 - i. **[Legal description](#) - (CIC#109 ORIG DECL. CREATED 08.21.97 REC'D PLAT# 00134) SUBDIVISION NAME THE FIELDS OF ST CROIX LOT 5 BLOCK 2 SUBDIVISIONCD 00133**
 - ii. **Parcel ID - 07.029.20.23.0011**
 - iii. **Parcel size - 15,682 sf; 0.360 acres**
 - iv. **Existing use of land - residential home**

v. Current zoning - residential

- c. State the provision(s) of the Lake Elmo City Code for which you seek a variance.
- i. [105.12.630](#) **Lot Dimensions and Building Bulk Requirements. Table 9-2 where it states Residential Estate District has 15% maximum impervious coverage.**

- d. A specific written description of the proposal and how it varies from the applicable provisions of Lake Elmo Code.

- i. **The recent survey conducted on the property shows an existing 18.36% coverage of impervious surface, exceeding the 15% Code. No site improvements have been done by the current home owners - Kyle and Morgan Traynor - to exceed the Code; the existing conditions from the property purchase in 2016 exceed the Code.**

The current home owners hired a general contractor and designer to add a 12' x 14' 2-story addition onto the south side of their existing residence. The addition removes one of the brick pavers patio areas, but the coverage remains above 15% at 19.4%.

The property is on a corner lot with more natural landscaping that the current homeowners help maintain (i.e. mow grass, trim trees) yet is not considered in the lot size and calculations. The current survey can be found by clicking [here](#).

This property site is designated as Residential Estate District which has a reduced coverage maximum compared to Rural Single-Family District properties at 25%. Without knowing the distinction while designing the addition, more emphasis was placed on not exceeding Setback Requirements assuming the impervious surface coverage would not be of concern. During the permit review this was flagged.

- e. A narrative regarding any pre-application discussions with staff, and an explanation of how the issue was addressed leading up to the application for a variance.
- i. **The General Contractor, Tice-Hause Design Building has been in email conversations with Sophia Jensen, Code Enforcement Officer for the City of Lake Elmo, dating back to January 24th, 2022 when the permit drawings were submitted for review.**

Tice-Hause Design Build originally provided calculations showing impervious surface coverage of 2466 sf which is 15.7% coverage. Sophia requested adjustments be made for the overage and for the home owners to provide a survey.

A survey was conducted the week of February 14th, 2022 by E.G. Rud & Sons, Inc. where the more detailed calculations show a 19.4% impervious surface coverage with the construction of the addition. With the revised calculations, Sophia suggested applying for a Variance.

- f. Explain why the strict enforcement of this chapter would cause practical difficulties because of circumstances unique to the individual property under consideration.
 - i. **The home owners have already agreed to remove the south-facing brick paver patio to help reduce the coverage. Aside from removing this area, the asphalt driveway is the only other surface to modify. The home has a 2-car garage, so the driveway is already very minimal, is not excessively wide, and cannot be reduced.**

Additionally, the City of Lake Elmo is installing curb and gutter throughout the subdivision - The Fields of St. Croix - this summer (2022). This will reduce the driveway at the road minimally.

- g. Explain why the plight of the landowner is due to circumstances unique to the property and not created by the landowner.
 - i. **The original home owner built the residence in 2000 and filed for a single dwelling permit in 1999. Without having records to the permit drawings it is unclear what impervious surface was approved during permitting compared to what was added after ownership.**

The current home owners - Kyle and Morgan Traynor - purchased the home in 2016 and have not made impervious surface additions or subtractions; simply maintained the existing conditions.

The original home plans show a 2-story addition as an option that was value-engineered out during the initial construction - [linked here](#). This idea prompted the current home owners to consider carrying out the original intent of the home and allow for growth of their family in their existing home.

- h. Justify that the granting of the variance would not alter the essential character of the neighborhood.
 - i. **Should the variance be granted, the existing driveway would not need to be demolished for any reason, the south-facing patio would be removed and allow for the 2-story addition to be reviewed for permitting.**

The 2-story addition will color-match the existing exterior home, both color and materials. The homes within the subdivision have such charm and character, and the new drawings (linked on page 2) maintain the essence of the property and neighborhood.

CERTIFICATE OF SURVEY

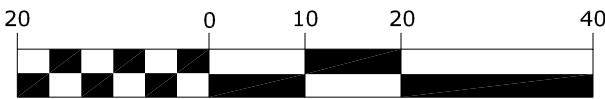
~for~ MORGAN TRAYNOR
~of~ 4622 LILAC LANE NORTH
LAKE ELMO, MN

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 52140
- ⊠ DENOTES AIR CONDITIONING UNIT
- ⊞ DENOTES CABLE PEDESTAL
- ⊞ DENOTES ELECTRICAL BOX
- ⊞ DENOTES TELEPHONE PEDESTAL
- ⊞ DENOTES GAS METER
- ☆ DENOTES LIGHT POLE
- ⊞ DENOTES WELL
- DENOTES DRAINAGE ARROW
- DENOTES RETAINING WALL
- DENOTES EXISTING CONTOURS
- DENOTES BUILDING SETBACK LINE
- DENOTES BITUMINOUS SURFACE
- DENOTES PAVER SURFACE

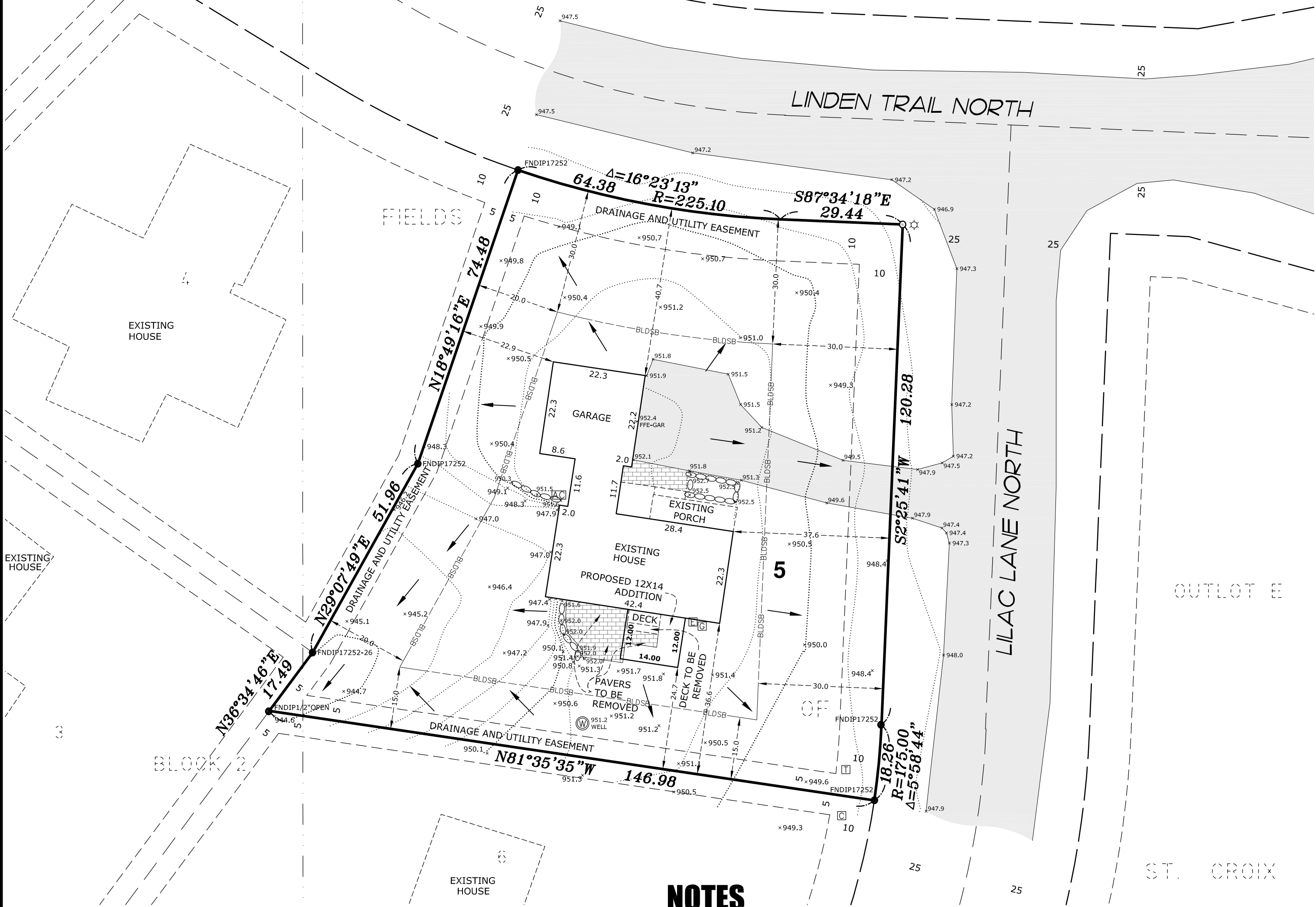
NORTH

GRAPHIC SCALE



1 INCH = 20 FEET

Lot 5, Block 1, THE FIELDS OF ST. CROIX,
Washington County, Minnesota.



NOTES

EXISTING

IMPERVIOUS SURFACE CALCULATIONS

TOTAL LOT AREA15,752 SQ. FT.
TOTAL LOT AREA36 ACRES
EXISTING HOUSE, GARAGE AND PORCH.....1,694 SQ. FT.
EXISTING DRIVEWAY1,050 SQ. FT.
EXISTING PATIO283 SQ. FT.
TOTAL IMPERVIOUS SURFACE3,027 SQ. FT.
PERCENT IMPERVIOUS19.2%

PROPOSED

IMPERVIOUS SURFACE CALCULATIONS

TOTAL LOT AREA15,752 SQ. FT.
TOTAL LOT AREA36 ACRES
EXISTING HOUSE, GARAGE AND PORCH.....1,694 SQ. FT.
PROPOSED PORCH ADDITION.....168 SQ. FT.
EXISTING DRIVEWAY1,050 SQ. FT.
EXISTING PATIO RETAINED NORTH OF HOUSE...85 SQ. FT.
TOTAL IMPERVIOUS SURFACE2,997 SQ. FT.
PERCENT IMPERVIOUS19.0%

- Field survey was completed by E.G. Rud and Sons, Inc. on 02/16/22.
- Bearings shown are on an assumed datum.
- Parcel ID Number: 07-029-20-23-0011, Zoned PUD.

Surveyed premises shown on this survey map is in Flood Zone X (Areas determined to be outside the 0.2% annual chance floodplain.), according to Flood Insurance Rate Map Community No. 270505 Panel No. 0265 Suffix E by the Federal Emergency Management Agency, effective date FEBRUARY 03, 2010.

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

Daniel S. Hanson
DANIEL S. HANSON

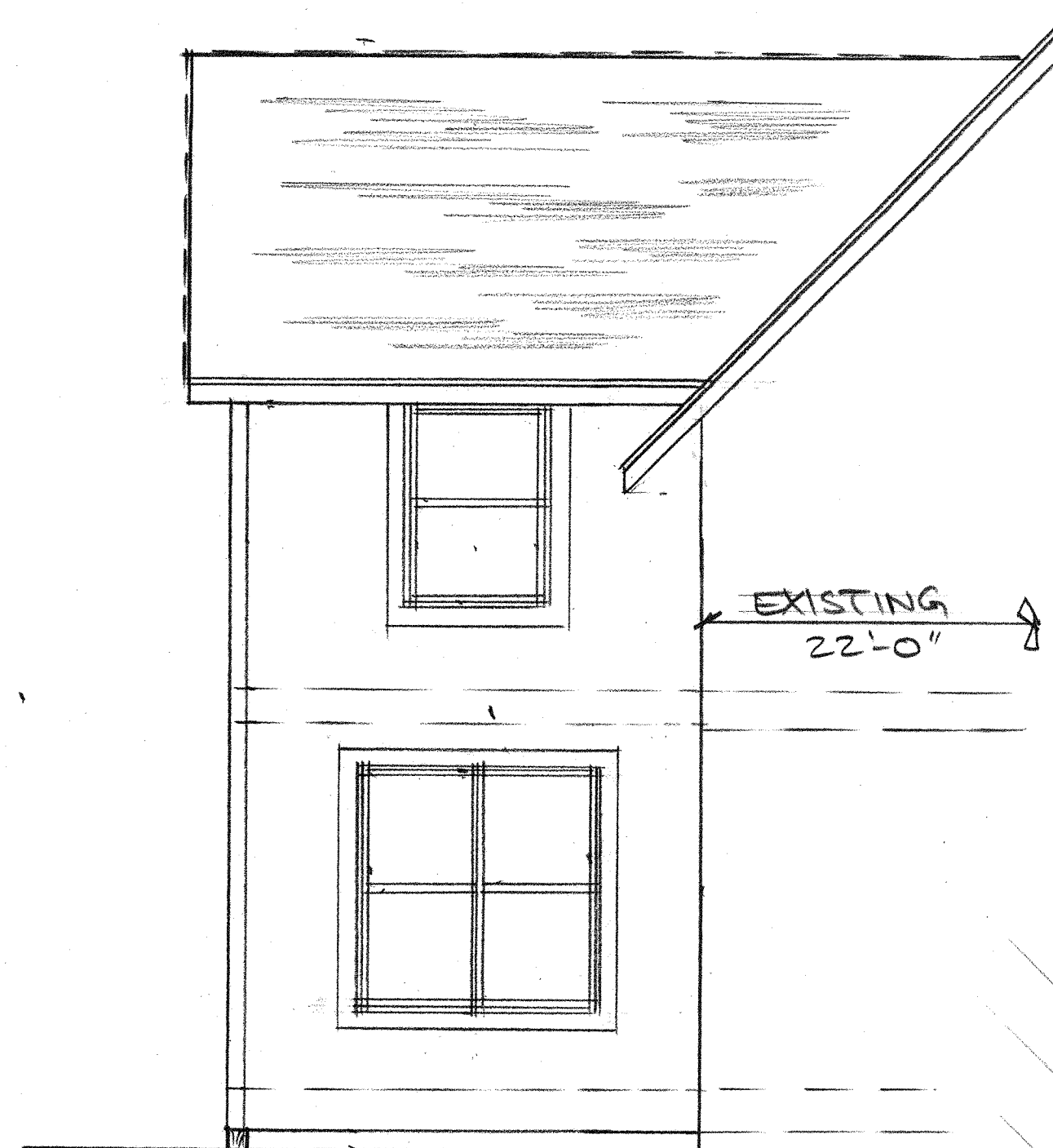
Date: 03/28/2022 License No. 52140

DRAWN BY:	DSH	JOB NO:	22.0132LS	DATE:	02/18/2022
CHECK BY:	KCM	FIELD CREW:	BH/CB		
1	02/22/22	PORCH ADDITION AND PAVERS	DSH		
2	02/25/22	ADDED DETAIL FOR VARIANCE APP.	DSH		
3	03/28/22	ADDITION ANNOTATION ADDED	DSH		
NO.	DATE	DESCRIPTION	BY		

- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- Due to field work being completed during the winter season there may be improvements in addition to those shown that were not visible due to snow and ice conditions characteristic of Minnesota winters.

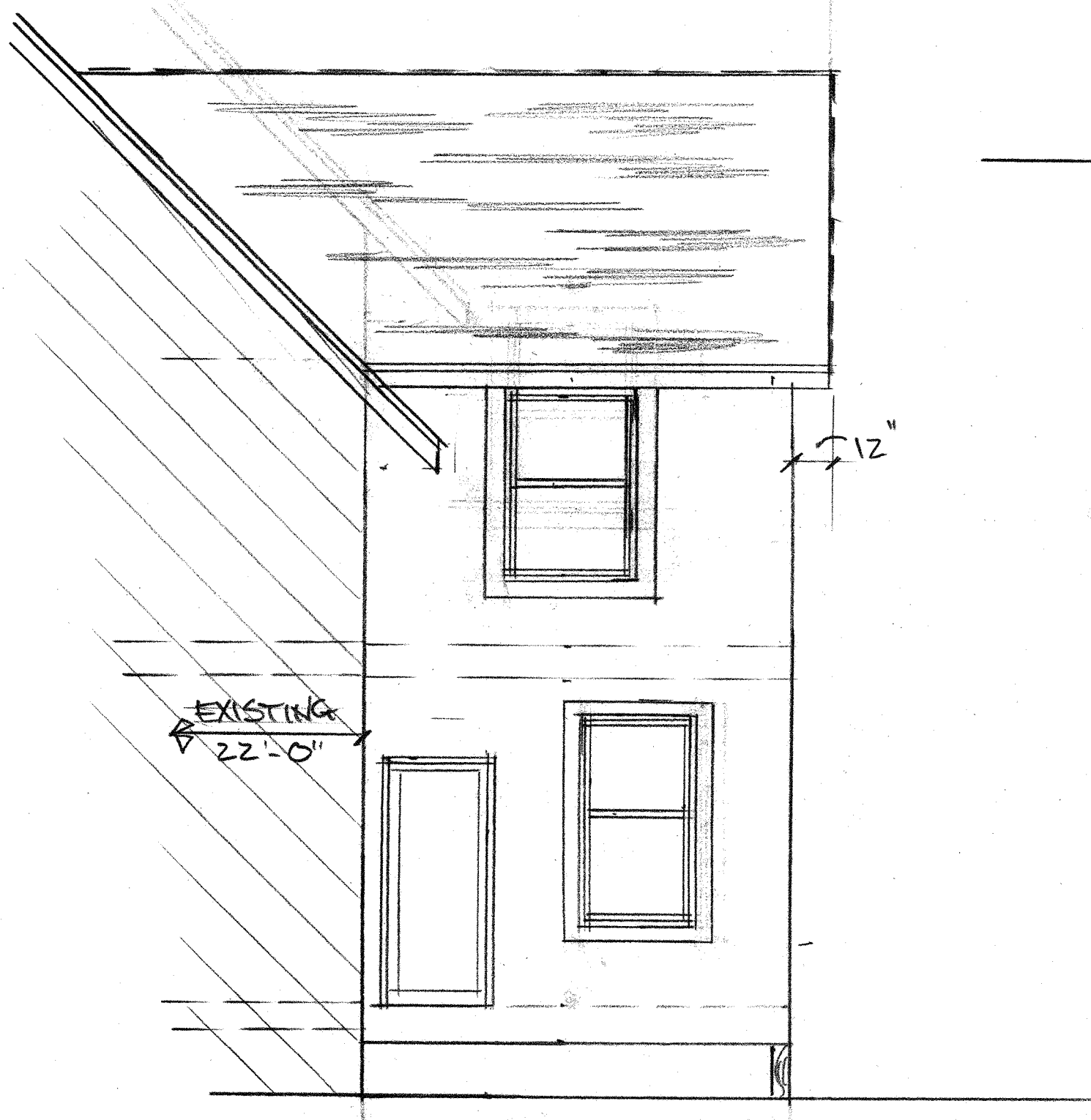


E. G. RUD & SONS, INC.
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701



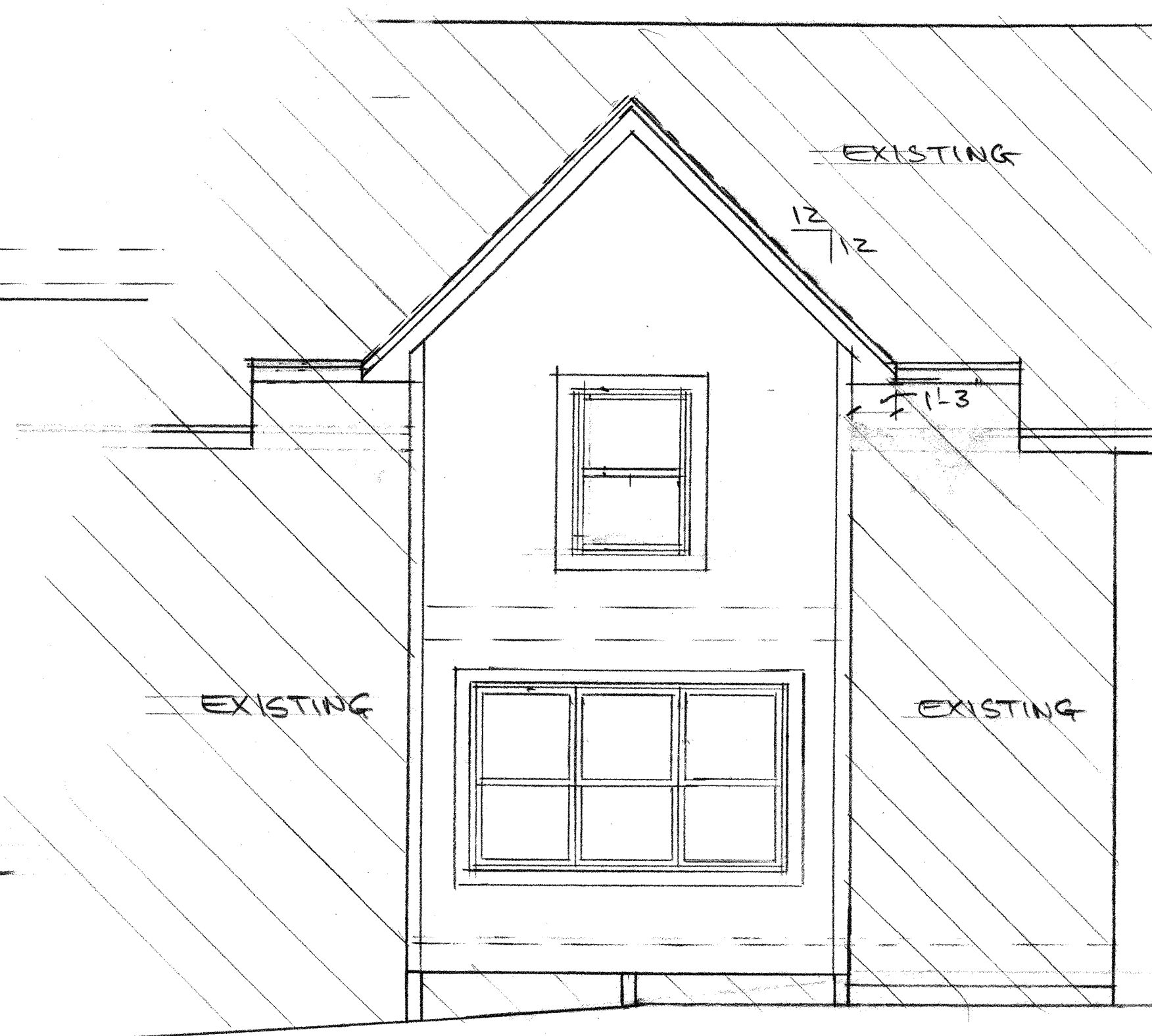
EXISTING
22'-0"

TOP OF WINDOWS
ON FIRST FLOOR
TO BE 8'-0" ABOVE FLOOR



EXISTING
22'-0"

LEFT SIDE ELEVATION



EXISTING

12
12


1'-3"

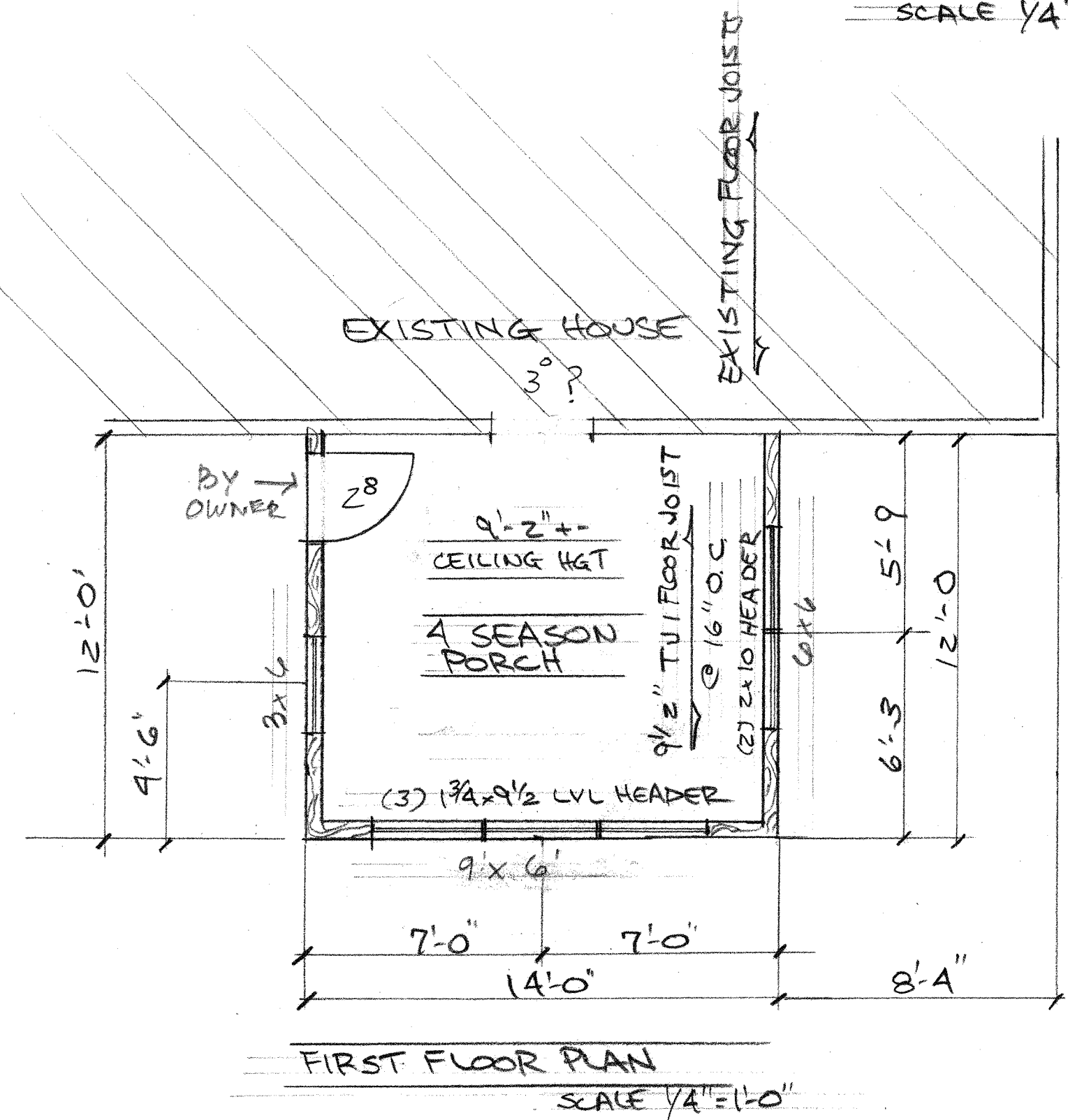
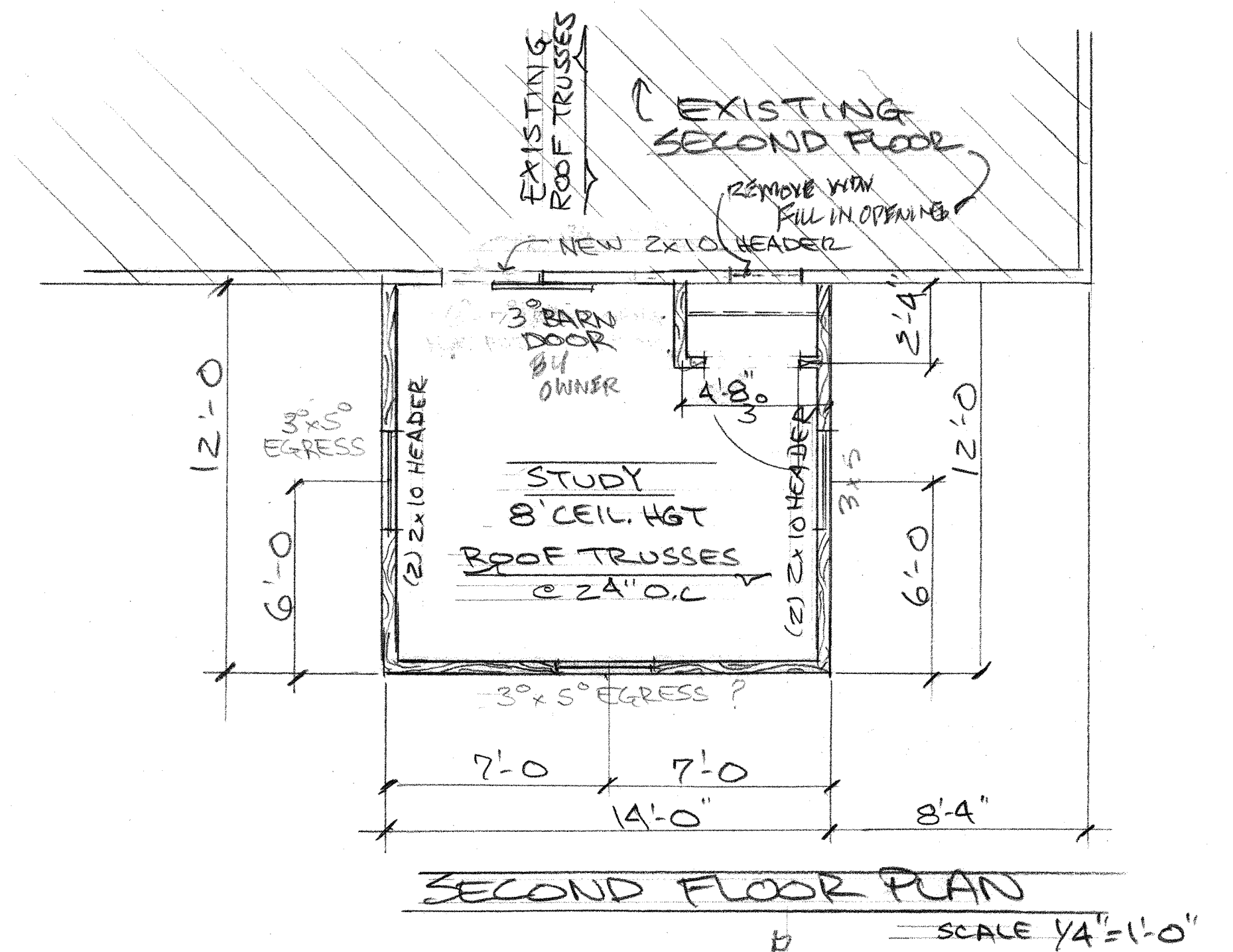
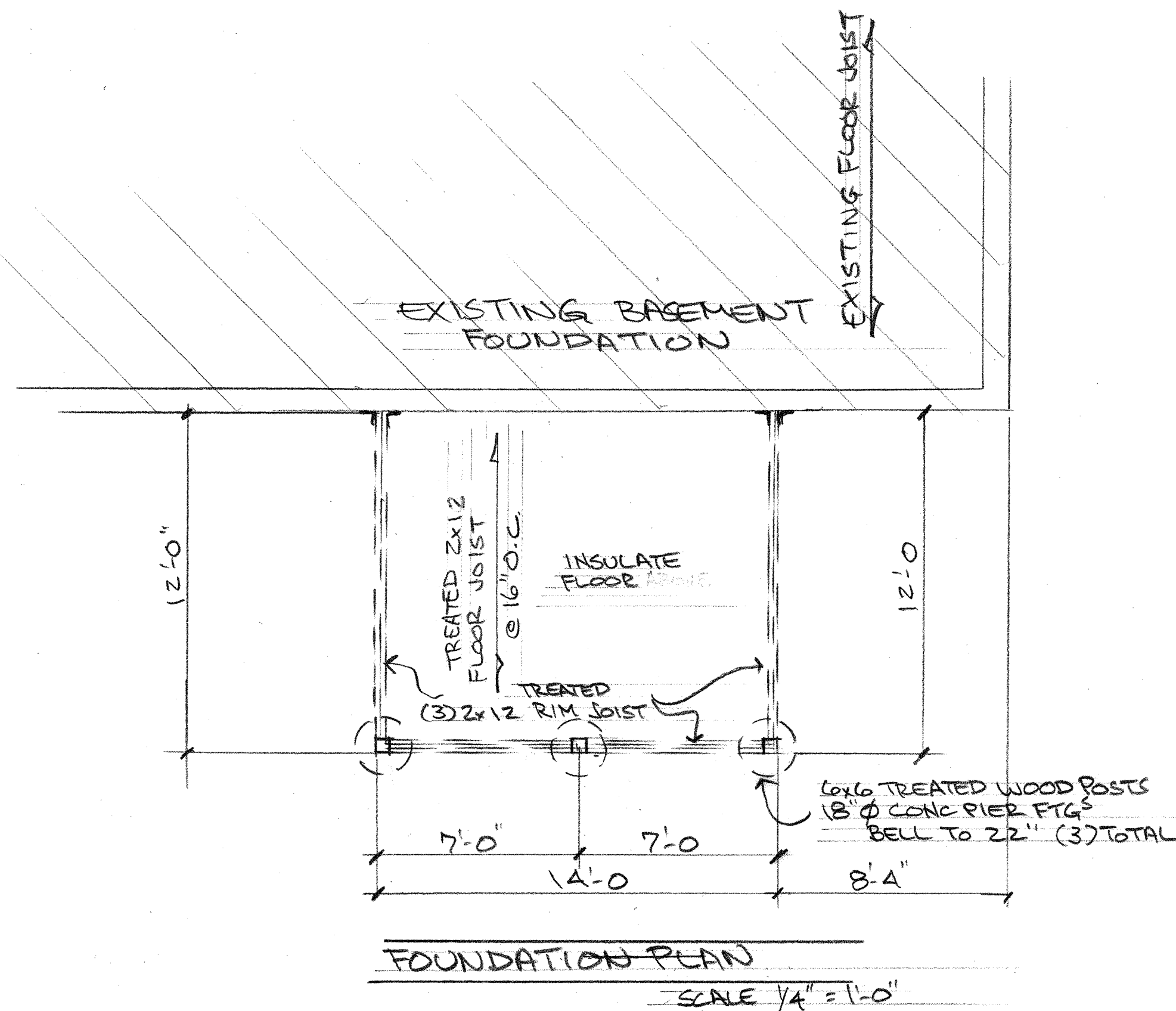
EXISTING

EXISTING

REAR ELEVATION

SCALE 1/4" = 1'-0"

 TICE-HAUSE DESIGN-BUILD <small>NEW HOMES • ADDITIONS • REMODELING</small> <small>LIC: MN DC748183 & W1983972</small> 651-439-3837	CUSTOMER:	PLAN NO.
	TRAYNOR'S	1122022-1
	ADDRESS:	
	4622 LILAC LANE, LAKE ELMO	
	PRELIM 1-18-2021	FINAL
BID SET	REVISED	
SHEET 1 OF 3		
BETTER DESIGN. BETTER PROCESS. BETTER BUILD		

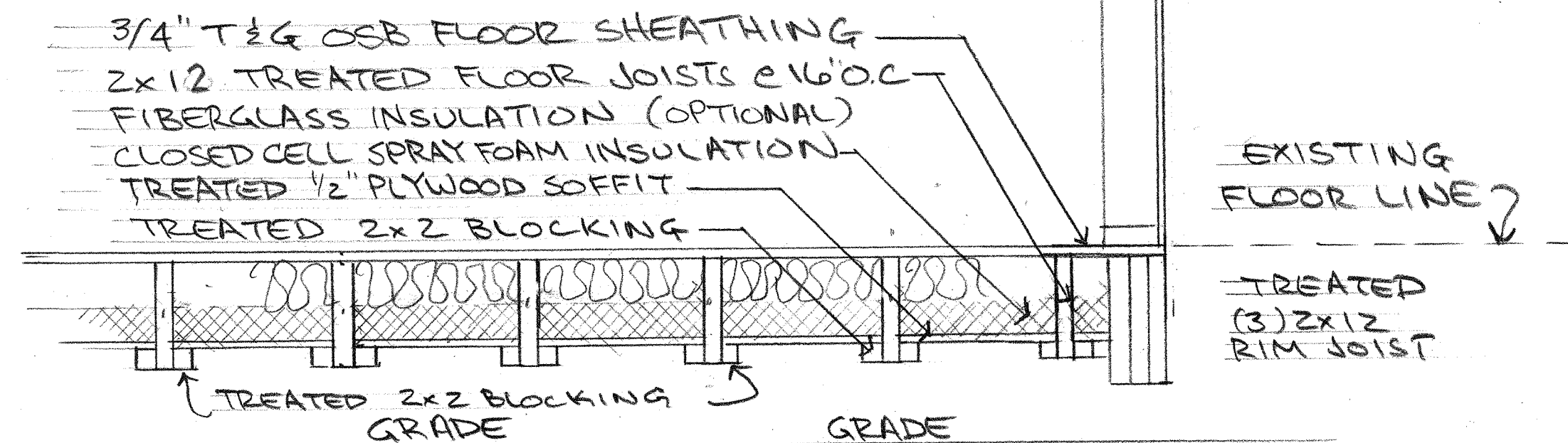


EXISTING WALLS

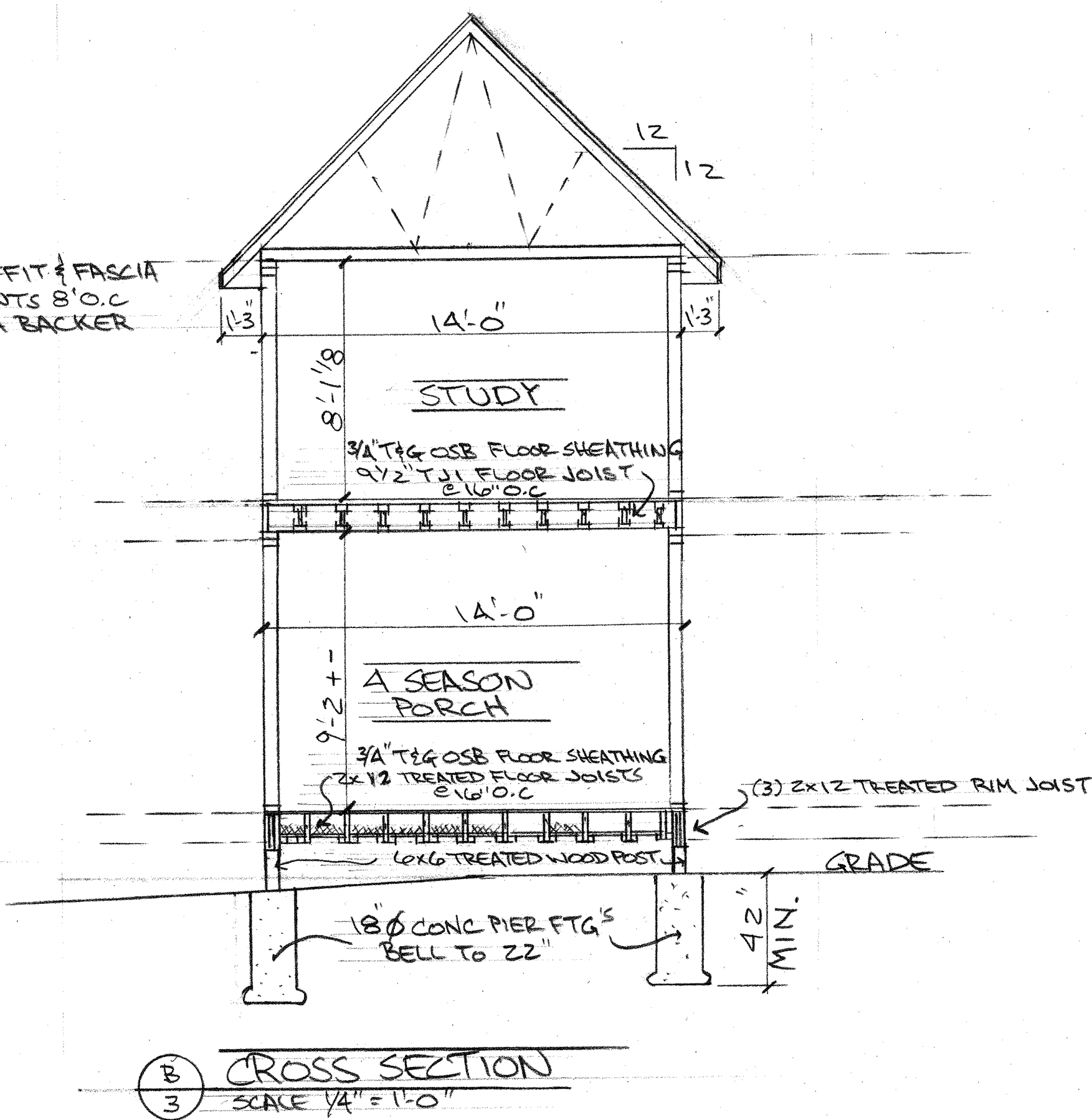
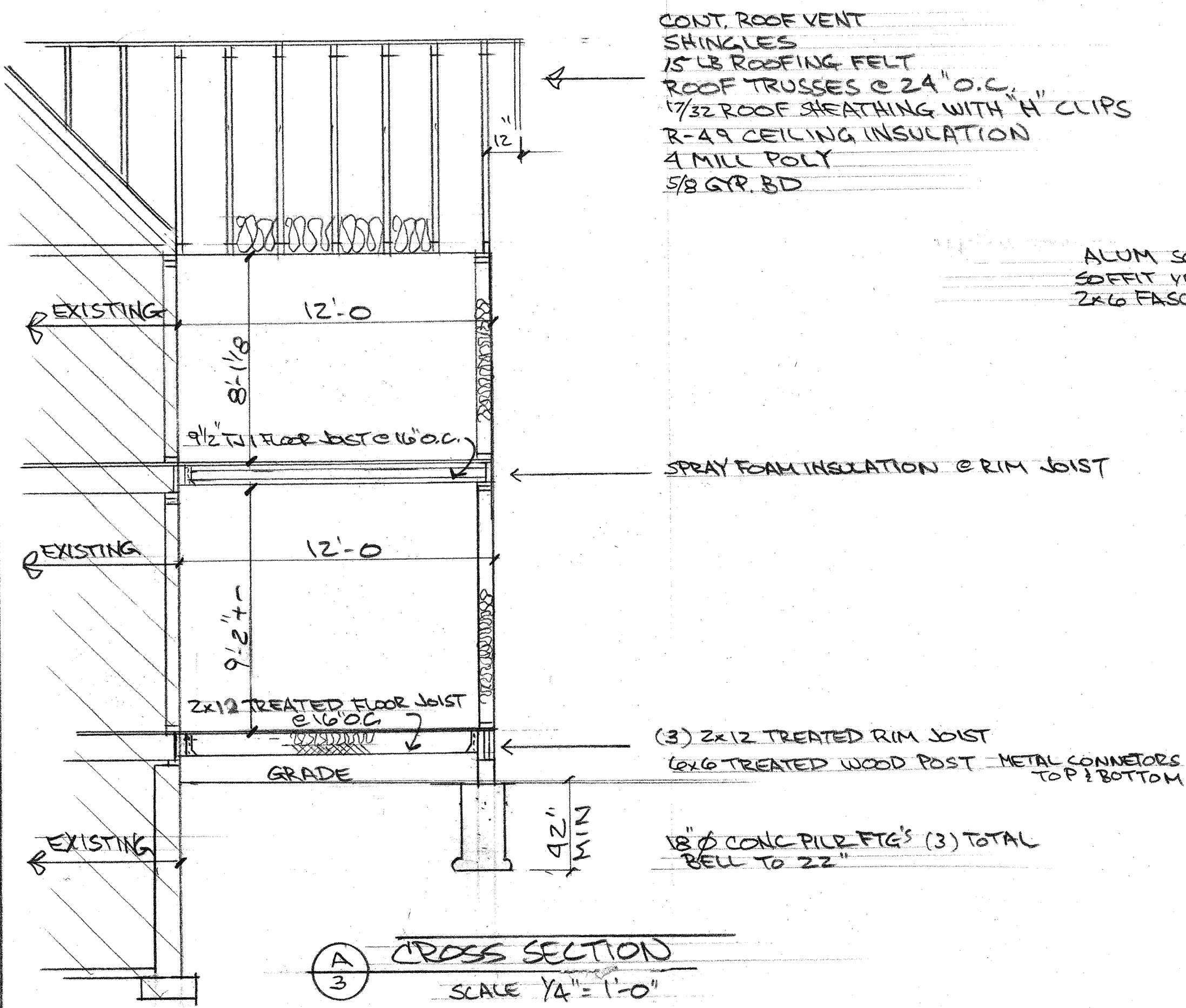
NEW WALLS

PLAN # 1122022-1

SHEET 2 of 3



FIRST FLOOR DETAIL
 SCALE 1" = 1'-0"





Property Records and
Taxpayer Services
(651) 430-6175
www.co.washington.mn.us

14949 62nd Street North - PO Box 6
Stillwater, MN 55082-0006

IMPORTANT PROPERTY TAX INFORMATION:

TAXPAYER(S):

36486*85**G50**0.574**1/2*****AUTO5-DIGIT 55082
KYLE & MORGAN TRAYNOR
4622 LILAC LN N
LAKE ELMO MN 55042-8543



PROPERTY INFORMATION:

PIN: 07.029.20.23.0011

Property Address:
4622 LILAC LN N
LAKE ELMO MN 55042

Property Description:
THE FIELDS OF ST CROIX Lot 5 Block 2 (CIC#109 ORIG DECL. CREATED
08-21-97 REC'D PLAT# 00134)

PROPOSED TAXES 2022

THIS IS NOT A BILL - DO NOT PAY

VALUES AND CLASSIFICATION			
Taxes Payable Year		2021	2022
Step 1	Estimated Market Value	408,700	410,400
	Homestead Exclusion	500	300
	Other Exclusion/Deferral		
	Taxable Market Value	408,200	410,100
	Class	Res Hstd	Res Hstd
Step 2	PROPOSED TAX		
	Property Taxes Before Credits		\$3,558.00
	School Building Bond Credit		\$0.00
	Agricultural Market Value Credit		\$0.00
	Other Credits		\$0.00
	Property Taxes After Credits		<u>\$3,558.00</u>
Step 3	PROPERTY TAX STATEMENT		
	Coming in March, 2022		
The time to provide feedback on PROPOSED LEVIES is NOW It is too late to appeal your value without going to Tax Court.			

Proposed Property Taxes and Meetings by Jurisdiction for Your Property

Contact Information	Meeting Information	Actual 2021	Proposed 2022	% Chg
STATE GENERAL TAX	No Public Meeting	\$0.00	\$0.00	
WASHINGTON COUNTY 14949 62ND ST N PO BOX 6 STILLWATER MN 55082 651-430-6175 www.co.washington.mn.us	NOVEMBER 30, 2021 6:00 PM COUNTY BOARDROOM-GOV'T CTR VIRTUAL MEETING OPTION SEE WEBSITE FOR DETAILS <-----	\$1,132.20	\$1,148.27	
CITY OF LAKE ELMO 3880 LAVERNE AVE N STE 100 LAKE ELMO MN 55042 651-747-3900 www.lakeelmo.org	DECEMBER 7, 2021 7:00 PM CITY COUNCIL CHAMBERS 3800 LAVERNE AVE N	\$964.91	\$1,249.57	
ISD 834 STILLWATER 1875 GREELEY ST S STILLWATER MN 55082 651-351-8321 www.stillwaterschools.org	DECEMBER 9, 2021 6:00 PM OAK PARK BUILDING 6355 OSMAN AVE N	Voter Approved Levies \$691.00 Other Local Levies \$694.34	\$298.37 \$572.11	
Your school district was scheduled to hold a referendum at the November general election. If the referendum was approved by the voters, the school district's voter approved property tax for 2022 may be higher than the proposed amount shown on this notice.				
METRO SPECIAL TAXING DISTRICTS 390 ROBERT ST N SAINT PAUL MN 55101 651-602-1738 www.metrocouncil.org	DECEMBER 8, 2021 6:00 PM METROPOLITAN COUNCIL CHAMBERS 390 ROBERT ST N	\$87.63	\$83.70	
Other Special Taxing Districts	No Public Meeting	\$218.92	\$205.98	
Tax Increment Tax	No Public Meeting	\$0.00	\$0.00	
Fiscal Disparity Tax	No Public Meeting	\$0.00	\$0.00	
TOTAL Excluding Special Assessments		\$3,789.00	\$3,558.00	-6.1%



What Else Should You Know?

Your local units of government have proposed the amount they will need to levy in 2022.

The following circumstances could change these amounts:

- Upcoming referenda
- Legal judgments
- Natural disasters
- Voter-approved levy limit increases; or
- Special assessments

Your county commissioners, school board, city council (if your property is located in a city over 500 population), and metropolitan special taxing district will soon be holding meetings to discuss the 2022 budgets and proposed 2022 property taxes. (The school board will discuss the 2021 budget). You are invited to attend these meetings to express your opinion.

Ben Hetzel

From: Joe Holmberg <joe holmberg@gmail.com>
Sent: Wednesday, May 4, 2022 2:04 PM
To: Ben Hetzel
Subject: Traynor Variance Review

Follow Up Flag: Follow up
Flag Status: Flagged

Caution: This email originated outside our organization; please use caution.

Hello Ben:

We would like to voice our SUPPORT for the impervious surface coverage variance for Kyle and Morgan Traynor at 4622 Lilac Lane N in Lake Elmo. We are in direct line of their improvements and it not only will not be a problem, we welcome the changes they are planning. The alterations will enhance the neighborhood as well as our community. They will positively affect home values in the area. The couple is thoughtful about what they are doing and how it will impact the surrounding area. As neighbors the Traynors are kind and considerate, and keeping good, quality people such as them in the neighborhood is good for everyone in Lake Elmo. We applaud what they want to do and lend our complete support of the variance they are seeking.

Respectfully submitted,
Joe and Shelly Holmberg
4602 Lilac Lane N
Lake Elmo
612-791-1553



**City of Lake Elmo Planning Commission
Meeting
Minutes of May 9, 2022**

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

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

COMMISSIONERS ABSENT: Mueller

STAFF PRESENT: Planning Director Just & City Planner Hetzel

Pledge of Allegiance at 7:00 PM

Approve Agenda:

M/S/P: Graen / Vrieze made a motion to approve the agenda. **Vote: 5-0, motion carried unanimously.**

Approve Minutes:

M/S/P: Steil / Vrieze moved to approve the Planning Commission minutes of April 25th, 2022. **Vote: 5-0, motion carried unanimously.**

Public Hearings:

- a. 8012 Hill Trail N. Variance for impervious surface coverage in a Shoreland Management Overlay District. Applicant Zawadski Homes, on behalf of Daniel and Anne Stoudt, owners of the property located at 8012 Hill Trail N, is seeking an impervious surface coverage variance. The applicants would like to expand their living space, add an attached garage, and add a porch. To construct the addition, the applicants are requesting a variance for 19.1% impervious surface coverage where a maximum of 15% is allowed. RS Zoning District, Shoreland Management Overlay District, Valley Branch Watershed District. PID 04.029.21.33.0044

City Planner Hetzel gave presentation: Zawadski Homes on behalf Daniel and Anne Stoudt (Owners) recently submitted an application for an impervious surface coverage variance for the property located at 8012 Hill Trail N – Parcel 04.029.21.33.0044 (Subject Property). The applicant proposes to expand the living space within their single-family home, add an attached garage, and add a porch. To do this, the applicants are proposing to construct the expansions onto the east side of the existing home and relocate a portion of the driveway to access the proposed garage. The paved area in front of the existing detached garage will be removed, along with a paved area to the east of the garage. The maximum impervious surface coverage for an unsewered lot in a Shoreland District is 15%. The applicants are asking the City Council to allow an impervious surface coverage of 19.1%.

City Planner Hetzel answered questions. Staff recommends that the Planning Commission recommend approval of the request with conditions from Zawadski Homes on behalf of Daniel and Anne Stoudt for a variance to allow an impervious surface coverage of 19.1% at 8012 Hill Trail North.

Applicants Anne & Daniel Stoudt (8012 Hill Trail N, Lake Elmo) spoke as to why this variance is being requested.

Rich Riemersma with Zawadski Homes spoke regarding the that of the 19.1% the house is 11.53% and the rest is the driveway.

Public hearing opened at 7:16 PM.

Public hearing closed at 7:17 PM.

Commissioner Rahkamp requested that the extra bump-out in the driveway be removed as a concession.

M/S/P: Graen/Vrieze Moved to recommend approval of the request with conditions as stated by city staff. **Vote: 4-1, (Commissioner Rehkamp – Nay)**

- b. 4622 Lilac Lane N. Variance for impervious surface coverage in a Shoreland Management Overlay District. Kyle and Morgan Traynor, Owners of the property located at 4622 Lilac Lane N, is seeking an impervious surface coverage variance. The applicants would like to expand the living space of the existing home by adding an addition. To construct the addition, the applicants are requesting a variance for 19% impervious surface coverage where a maximum of 15% is allowed. Open Space PUD, Shoreland Management Overlay District, Valley Branch Watershed District. PID 07.029.20.23.0011.

City Planner Hetzel gave presentation: Kyle and Morgan Traynor (Applicants) recently submitted an application for a Shoreland impervious surface coverage variance for the property located at 4622 Lilac Lane North – Parcel 07.029.20.23.0011 (Subject Property). The applicant is looking to expand the living space within their single-family home. To do this, the applicants are proposing to remove an area of existing pavers and a deck to construct a 12-foot by 14-foot two story addition. The maximum impervious surface coverage for an unsewered lot in a Shoreland District is 19%.

City Planner Hetzel answered questions.

Applicant Morgan Traynor (4622 Lilac Lane N) spoke as to why this variance is being requested.

An email was received from Joe & Shelly Holmberg (4602 Lilac Lane N) in support of granting this variance.

Public hearing opened at 7:32 PM.

Public hearing closed at 7:33 PM.

M/S/P: Steil/Rehkamp Moved to recommend approval of the request from Kyle and Morgan Traynor for a variance to allow an impervious surface coverage of 19% at 4622 Lilac Lane North. **Vote: 5-0,**

New/Unfinished Business:

- a. Comprehensive Plan Implementation in the Village Planning Area- Draft Village Districts with Overlay District

Director Just gave presentation and answered questions.

As per the April 25th Planning Commission meeting, staff asked each Commissioner to provide recommendations as to what uses they would like to see as a permitted use, conditional use, or prohibited use in the V-MDR and V-HDR zoning districts. The results concluded that the Planning Commission would like to see mixed uses located outside of just the Village Mixed Use district. Taking this into account, the Village Overlay draft shows a variety of

non-residential uses allowed as conditional uses in the V-HDR districts while limiting to a select few in the V-MDR districts. The reasoning for drastically limiting non-residential uses in the V-MDR district is due to the geography of where these districts are located and given that single-family detached units are recommended for this district. The only V-HDR district in the City is located directly adjacent to the Old Village District in the Elmo Station District. By allowing non-residential uses in the V-HDR (first floor only) and limiting them in the V-MDR, concentrations of people will be drawn closer to the Old Village District which is important for its vitality.

Communications/Updates

- a. City Council Update: Approved the Banna Variance, and the Parks work plan.
- b. Staff Update
- c. Upcoming PC Meetings:
 - 1. May 23, 2022
 - 2. June 13, 2022

Meeting adjourned at 8:36 PM.

Respectfully submitted,

Diane Wendt
Permit Technician

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

RESOLUTION NO. 2022-056

***A RESOLUTION APPROVING THE REQUEST WITH CONDITIONS FROM KYLE AND
MORGAN TRAYNOR FOR A VARIANCE TO ALLOW AN IMPERVIOUS SURFACE
COVERAGE OF 19% ON THE PROPERTY LOCATED AT 4622 LILAC LANE N***

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

WHEREAS, Kyle and Morgan Traynor (the “Applicants”), owners of the property located at 4622 Lilac Lane N – Parcel 07.029.20.23.0011, Lake Elmo, MN 55042 (the “Property”) have submitted an application to the City of Lake Elmo (the “City”) for a variance request to allow an impervious surface coverage of 19% where a maximum of 15% is allowed; 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 May 9, 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 June 7, 2022; and

WHEREAS, the City Council considered said matter at its June 7, 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 105.12.320 of the Lake Elmo Zoning Code.
- 2) That all submission requirements of Section 105.12.320 and 105.12.1260 of the Lake Elmo Zoning Code have been met by the Applicant.
- 3) That the proposed variance includes the following components:

a) The applicants propose to construct a 12-foot by 14-foot two story addition onto the existing single family home. To construct the addition, an area of existing pavers and a deck will be removed. The proposed addition and the removal of pavers will reduce the total impervious surface coverage from 19.2% to 19%. As per Table 17-3 of Section 105.12.1260 of the Lake Elmo City Code, the maximum impervious surface coverage for an unsewered lot in a Shoreland Management District is 15%.

- 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 proposed addition is for continued residential use purposes. Strict enforcement of the municipal code would not allow for any future expansion. The applicants have agreed to remove a south facing paver patio in order to reduce the total impervious surface coverage. The applicant feels that the rest of the existing coverage (driveway and house footprint) is minimal and further removal not necessary, as the total impervious surface coverage will be reduced from 19.2% to 19.0% with the south patio removal and construction of proposed addition.

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

The original home owner built the residence in 2000. All current impervious surfaces were created under previous ownership. The applicants purchased the property in 2016 and have not added any impervious surfaces, but rather have simply maintained the existing structures.

- 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 addition will not alter the essential character of the existing home or neighborhood. Both color and building materials for the proposed addition will match the existing home exterior. The proposed addition will meet structure height requirements and setbacks to all property lines.

- 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 proposed addition will not face a public street and is screened from adjacent properties by existing vegetation.

Other homes within the subdivision have comparable extensions of the home to what is proposed.

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 with conditions by Kyle and Morgan Traynor for a variance request to allow an impervious surface coverage of 19% on the property located at 4622 Lilac Lane N. The conditions for approval are outlined below:

1. The applicant may not exceed to proposed 19% impervious surface coverage unless receiving approval from the City of Lake Elmo.
2. This variance shall expire if the work does not commence within 12 months of the date of granting the variance.

Passed and duly adopted this 7th day of June, 2022 by the City Council of the City of Lake Elmo, Minnesota.

Mayor Charles Cadenhead

ATTEST:

Julie Johnson, City Clerk



STAFF REPORT

DATE: 6/7/22

REGULAR

TO: City Council
FROM: Molly Just, Planning Director
ITEM: H.C. Golf Land, LLC Conditional Use Permit for a Swimming Pool & Fitness Center

BACKGROUND

H.C. Golf Land, LLC (Applicant) has applied for a Conditional Use Permit (CUP) for construction of a swimming pool and fitness center on the property located at 104441 20th Street N (PID#25.029.21.12.0002). The proposed 1,900 square foot fitness center and 25' x 50' swimming pool would be for the use of residents in the Royal Golf subdivision and would be managed by the homeowners' association. The use is permitted by CUP in the zoning district and in the Planned Unit Development (PUD) that also governs the subdivision.

On May 23rd the Planning Commission held a public hearing on this request. A public hearing notice was published in the Stillwater Gazette on May 13, 2022. Mailed notices to owners of property within 350' of the site were delivered to the Post Office prior to this date. No comments were received by staff and there was no public comment at the meeting. The Planning Commission received the staff report, asked questions of staff and the applicant's representative and made a recommendation of approval with conditions (Vote: 4-2 (Graen & Vrieze – Nay)).

Since then the issue of replacement of the lift station generator has been resolved and therefore the staff recommended condition regarding replacement of the generator has been removed. Additionally, staff understands that the applicant is working to connect the existing buildings to public water and sewer and therefore has revised the staff recommended condition for this to allow the applicant to obtain permits for construction of the facilities but not issue a Certificate of Occupancy until the existing facilities are connected.

PROPOSAL DETAILS/ANALYSIS

Applicant: H.C. Golf Land, LLC
Property Owners: H.C. Golf Land, LLC
Location: 104441 20th Street North
Request: Application for a Conditional Use Permit (CUP) to allow a pool and fitness center
Site Area: 10.8 acres
Existing Land Use: Clubhouse and maintenance facility for a single-family residential subdivision
Existing Zoning: Golf Course Community/PUD

Surrounding: North – single family homes zoned RS
 West – golf course and single-family homes zoned GCC/PUD
 South – golf course and single-family homes zoned GCC/PUD
 East – golf course and single-family homes zoned GCC/PUD

Comprehensive Plan: Golf Course Community (GCC)

History: The Property is within the Royal Golf Club subdivision and also consists of the golf course clubhouse and maintenance facilities that were originally owned by 3M. The clubhouse and maintenance facilities are not connected to City sewer and water. City Code Title 5 Public Works requires any residential or non-residential structures with access to municipal water and sewer to connect within two years of availability. Since it has been more than two years since City sewer and water have been available and the clubhouse and the maintenance facilities have not been connected to City sewer and water, the Property is currently not in compliance with this requirement of the City Code.

Deadline for Action: Application Complete – 3/11/2022
 60 Day Deadline – 5/10/2022
 Extension Letter Sent – 4/21/2022
 120 Day Deadline – 7/9/2022

Regulations: 105.12.110 – Zoning Use Types and Classifications
 Article XII – Urban Residential Districts
 Article XIX – Shoreland Overlay District
 Royal Golf Club Planned Unit Development
 105.12.290 – Conditional Use Permits
 105.12.480 – Landscaping Requirements

ISSUE BEFORE THE CITY COUNCIL

Should the proposed swimming pool and fitness center be approved based on the recommended findings of fact and conditions of approval?

PROJECT ANALYSIS

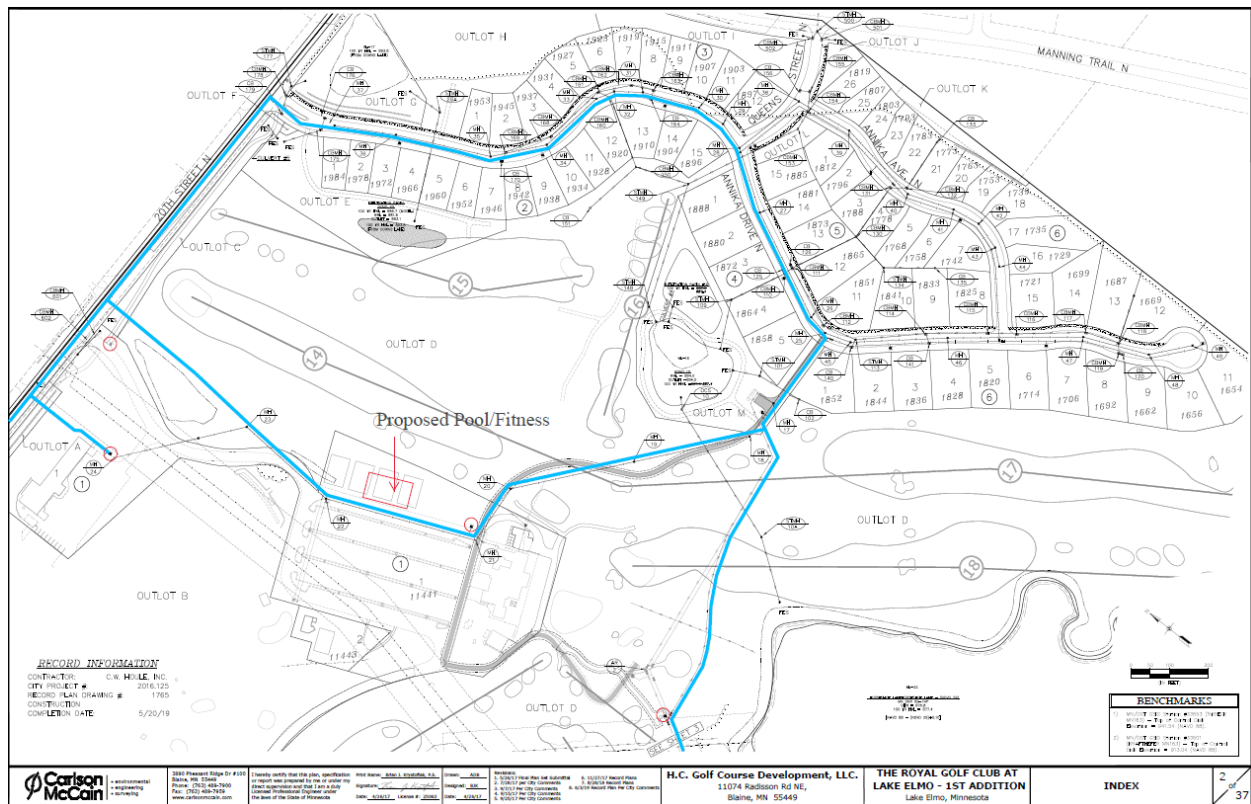
The proposed facilities would be used by residents within the Royal Golf subdivision and would not be open to the public so should not generate traffic to the Property. The proposed facilities will be required to connect to the available public water and sewer facilities as a condition of the CUP. The existing clubhouse and maintenance building that are also located on the Property have not yet connected to these public utilities although the utilities have been available for over two years. City Code requires that any residential or non-residential structures with access to municipal water and sewer to connect within two years of availability. Public water and sewer are stubbed to the clubhouse and maintenance building. Only water has been connected to the maintenance building at this time. Staff has made a conditional recommendation of approval of the requested CUP provided that all facilities (both the new pool and fitness facility and the existing clubhouse and maintenance facility) are connected to City sewer and water. The

proposed condition of the CUP requires connection of all of the facilities prior to the issuance of a Certificate of Occupancy.

REVIEW COMMENTS

Engineering Review. The City Engineer reviewed this request and prepared the following response.

1. For city record purposes, the application drawings should be updated to provide an additional project location plan that provides the proposed facility location with respect to existing property lines, parcel data and easements. All property and easement line types should be clearly labeled.
2. Relocating the pool and fitness center to the east side of the parking lot is favorable from an infrastructure perspective. Sewer and water service connections are more readily available in the new location, and fire hydrant placement is in closer proximity to the new location.
3. The facility is located in the MUSA area and must be connected to municipal city water and sewer.
4. The proposed site can be adequately served by the existing municipal water system. The following exhibit shows a well looped watermain network around the facility and provides all existing nearby fire hydrants for review by the Fire Department and Public Works. A Met Council SAC determination should be obtained to determine the WAC units for the facility.



5. The proposed site can be adequately served by the existing sanitary sewer system. However, the Royal Golf South Lift Station is currently operating without a backup power supply as the existing generator operation has failed. *This comment has been resolved.* A Met Council SAC determination should be obtained to determine the SAC units for the facility.
6. Stormwater Management. The Applicant must identify whether stormwater management will be required for the improvements. VBWD requirements trigger stormwater management for 6,000 SF of impervious surface area. If additional stormwater management is needed, a site grading plan will need to be reviewed and approved by engineering prior to construction.
7. Traffic. The application indicates that there will not be any traffic increases or concerns created by the proposed facility, however there is no documentation to support this conclusion. In addition, engineering has not received complaints or inquiries regarding traffic at the intersection of 20th Street and the Royal Golf driveway. No additional review will be taken regarding the traffic generation/issues unless specifically requested.

Fire Department Review. The Fire Department reviewed this request and provided the attached memo dated March 16, 2022. The comments must be addressed by the Applicant as a condition of the CUP.

Landscaping Review. The City's landscape architect reviewed this request and provided a memorandum dated March 21, 2022. At this time, the tree preservation and landscape plans do not meet the minimum requirements. The memorandum is provided as an attachment to the staff report. Staff recommends that there be a condition of approval of the CUP requiring the plans to meet the minimum requirements.

RECOMMENDED FINDINGS

Conditional use means a land use or development as defined by ordinance that would not be appropriate generally but may be allowed with appropriate restrictions as provided by official controls only upon a finding that all of the following provisions are met. Staff recommends the following findings:

1. The proposed use will not be detrimental to or endanger the public health, safety, comfort, convenience or general welfare of the neighborhood or the city. ***The proposed use should not be detrimental or in any way endanger the public health, safety, comfort, convenience, or general welfare of the neighborhood or the city.***
2. The use or development conforms to the City of Lake Elmo Comprehensive Plan. ***The proposed use conforms to the Comprehensive Plan.***
3. The use or development is compatible with the existing neighborhood. ***The proposed use is permitted in the Golf Course Community District as a conditional use.***
4. The proposed use meets all specific development standards for such use listed in the Zoning Code. ***The proposed meets the provisions of 105.08-V Swimming Pools.***
5. If the proposed use is in a flood plain management or shoreland area, the proposed use meets all the specific standards for such use listed in Article XIX (Shoreland Management) and

Title 100 (Flood Plain Management). ***The proposed use is located in a shoreland area. It meets the Shoreland Regulations.***

6. The proposed use will be designed, constructed, operated, and maintained so as to be compatible in appearance with the existing or intended character of the general vicinity and will not change the essential character of that area. ***The proposed use will be compatible in appearance with the existing character of the general vicinity and will not change the essential character of the area.***
7. The proposed use will not be hazardous or create a nuisance as defined under this Chapter to existing or future neighboring structures. ***The proposed swimming pool and fitness center are to be used and managed by residents of the surrounding subdivision through their homeowners' association and therefore should not create a nuisance to existing or future neighboring structures.***
8. The proposed use will be served adequately by essential public facilities and services, including streets, police and fire protection, drainage structures, refuse disposal, water and sewer systems and schools or will be served adequately by such facilities and services provided by the persons or agencies responsible for the establishment of the proposed use. ***The Property is currently in violation of City Code requirements as two buildings are not connected to available public water and sewer facilities. With conditions of approval, all buildings on the Property will be served by essential public facilities.***
9. The proposed use will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community. ***The proposed use should not create excessive additional requirements at public cost.***
10. The proposed use will not involve uses, activities, processes, materials, equipment, and conditions of operation that will be detrimental to any persons, property, or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare, or odors. ***The proposed use should not be detrimental to persons, property, or the general public welfare.***
11. Vehicular approaches to the property, where present, will not create traffic congestion or interfere with traffic on surrounding public thoroughfares. ***The proposed use should not generate traffic to the subdivision as it is intended to serve the subdivision and will not be open to the public.***
12. The proposed use will not result in the destruction, loss, or damage of a natural or scenic feature of major importance. ***The proposed use should not impact natural or scenic features.***

FISCAL IMPACT

With adoption of the recommended Conditions of Approval, there would be no fiscal impact on the City as a result of this use.

RECOMMENDED CONDITIONS OF APPROVAL

If the City Council wishes to approve the CUP request, city staff recommends the following conditions of approval:

1. Prior to issuance of a Certificate of Occupancy for the proposed swimming pool and fitness center, all existing buildings on the Property must be connected to public water and sewer.
2. The Applicant must obtain all other necessary City, State, and other governing body permits prior to the commencement of any construction activity on the parcel.
3. The proposed pool and fitness center shall be connected to public water and sewer.
4. Prior to issuance of any City permits for the proposed swimming pool or fitness center, the landscape plan shall be revised and found consistent with the requirements of Article VIII of the City Code.
5. Prior to issuance of any City permits for the proposed swimming pool or fitness center the Applicant must identify whether stormwater management will be required for the improvements. VBWD requirements trigger stormwater management for 6,000 SF of impervious surface area. If additional stormwater management is needed, a site grading plan shall be reviewed and approved by the City Engineer prior to construction of any of the improvements.
6. Prior to issuance of any City permits for the proposed swimming pool or fitness center the City Engineer, Fire Chief, and Director of Public Works shall approve the location of any necessary fire hydrant.
7. The Applicant must meet all of the requirements set forth in the Fire Department memo dated March 16, 2022.
8. That the Applicant must meet all requirements of the Lake Elmo Fire Chief and the Lake Elmo Building Official with respect to site improvements.
9. The proposed building shall meet the Lake Elmo Design Guidelines and Standards.
10. A sign permit shall be obtained prior to erection of any sign on the Property.
11. The proposed fitness center shall have a separate address.
12. The Applicant must provide a project location plan that provides the proposed facility location with respect to existing property lines, parcel data, and easements that is satisfactory to the City Engineer. All property and easement line types must be clearly labeled.

OPTIONS:

The City Council may:

- Approve the Conditional Use Permit with recommended findings and conditions of approval.
- Approve the Conditional Use Permit with amended findings and conditions of approval.
- Deny the Conditional Use Permit, citing findings for denial.

RECOMMENDATION:

Staff recommends the City Council approve the CUP to allow a swimming pool and fitness center on the subject property with the listed conditions.

Suggested motion:

“Motion to adopt Resolution 2022-057, approving a Conditional Use Permit (CUP) for the construction of a swimming pool and fitness center with the listed conditions based on the findings listed in the staff report.”

ATTACHMENTS:

1. Resolution 2022-057

2. Location Map
3. Landscape Architect Memo
4. Fire Department Memo
5. Land Use Application
6. Application
7. Draft Minutes from the May 23, 2022 Planning Commission Meeting

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

RESOLUTION 2022-057

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR THE
CONSTRUCTION AND OPERATION OF A SWIMMING POOL AND FITNESS
CENTER ON THE PROPERTY LOCATED AT 11441 20TH STREET NORTH**

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

WHEREAS, H.C. Golf Land, LLC (the “Applicant”) has submitted an application to the City of Lake Elmo (the “City”) for a Conditional Use Permit for the construction and operation of a swimming pool and fitness center on the property located at 11441 20th Street North (PID# 25.029.21.11.0002) (the “Property”); and

WHEREAS, the Lake Elmo Planning Commission held a public hearing on said matter on May 23, 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 June 7, 2022; and

WHEREAS, the City Council considered said matter at its June 7, 2022 meeting; and

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

FINDINGS

- 1) That the procedures for obtaining said Conditional Use Permit are found in the Lake Elmo Zoning Ordinance, Section 105.12.290.
- 2) That all the submission requirements of said Section 105.12.290 have been met by the Applicant.
- 3) That the proposed Conditional Use Permit is for the construction and operation of a
- 4) The proposed use will not be detrimental to or endanger the public health, safety, comfort, convenience or general welfare of the neighborhood or the city. ***The proposed use should not be detrimental or in any way endanger the public health, safety, comfort, convenience, or general welfare of the neighborhood or the city.***
- 5) The use or development conforms to the City of Lake Elmo Comprehensive Plan. ***The proposed use conforms to the Comprehensive Plan.***

- 6) The use or development is compatible with the existing neighborhood. ***The proposed use is permitted in the Golf Course Community District as a conditional use.***
- 7) The proposed use meets all specific development standards for such use listed in the Zoning Code. ***The proposed meets the provisions of 105.08-V Swimming Pools.***
- 8) If the proposed use is in a flood plain management or shoreland area, the proposed use meets all the specific standards for such use listed in Article XIX (Shoreland Management) and Title 100 (Flood Plain Management). ***The proposed use is located in a shoreland area. It meets the Shoreland Regulations.***
- 9) The proposed use will be designed, constructed, operated, and maintained so as to be compatible in appearance with the existing or intended character of the general vicinity and will not change the essential character of that area. ***The proposed use will be compatible in appearance with the existing character of the general vicinity and will not change the essential character of the area.***
- 10) The proposed use will not be hazardous or create a nuisance as defined under this Chapter to existing or future neighboring structures. ***The proposed swimming pool and fitness center are to be used and managed by residents of the surrounding subdivision through their homeowners' association and therefore should not create a nuisance to existing or future neighboring structures.***
- 11) The proposed use will be served adequately by essential public facilities and services, including streets, police and fire protection, drainage structures, refuse disposal, water and sewer systems and schools or will be served adequately by such facilities and services provided by the persons or agencies responsible for the establishment of the proposed use. ***The Property is currently in violation of City Code requirements as two buildings are not connected to available public water and sewer facilities. With conditions of approval, all buildings on the Property will be served by essential public facilities.***
- 12) The proposed use will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community. ***The proposed use should not create excessive additional requirements at public cost.***
- 13) The proposed use will not involve uses, activities, processes, materials, equipment, and conditions of operation that will be detrimental to any persons, property, or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare, or odors. ***The proposed use should not be detrimental to persons, property, or the general public welfare.***
- 14) Vehicular approaches to the property, where present, will not create traffic congestion or interfere with traffic on surrounding public thoroughfares. ***The proposed use should not***

generate traffic to the subdivision as it is intended to serve the subdivision and will not be open to the public.

- 15) The proposed use will not result in the destruction, loss, or damage of a natural or scenic feature of major importance. ***The proposed use should not impact natural or scenic features.***
- 16) That, in accordance with City Code Section 105.12.290, the Applicant's proposed use of the Property to include a swimming pool and fitness center shall be permissible under the Conditions 1-12 as provided in the decision below, and incorporated herein:

DECISION

NOW, THEREFORE, BE IT FURTHER RESOLVED, and based upon the information received and the above Findings, that the City Council of the City of Lake Elmo hereby approves the request by H.C. Golf Land, LLC for a Conditional Use Permit for the construction and operation of a swimming pool and fitness center on the property located at 10441 20th Street North, and grants the same, subject to the following conditions of approval:

- 1) Prior to issuance of a Certificate of Occupancy for the proposed swimming pool and fitness center, all existing buildings on the Property must be connected to public water and sewer.
- 2) The Applicant must obtain all other necessary City, State, and other governing body permits prior to the commencement of any construction activity on the parcel.
- 3) The proposed pool and fitness center shall be connected to public water and sewer.
- 4) Prior to issuance of any City permits for the proposed swimming pool or fitness center, the landscape plan shall be revised and found consistent with the requirements of Article VIII of the City Code.
- 5) Prior to issuance of any City permits for the proposed swimming pool or fitness center the Applicant must identify whether stormwater management will be required for the improvements. VBWD requirements trigger stormwater management for 6,000 SF of impervious surface area. If additional stormwater management is needed, a site grading plan shall be reviewed and approved by the City Engineer prior to construction of any of the improvements.
- 6) Prior to issuance of any City permits for the proposed swimming pool or fitness center the City Engineer, Fire Chief, and Director of Public Works shall approve the location of any necessary fire hydrant.
- 7) The Applicant must meet all of the requirements set forth in the Fire Department memo dated March 16, 2022.
- 8) That the Applicant must meet all requirements of the Lake Elmo Fire Chief and the Lake Elmo Building Official with respect to site improvements.
- 9) The proposed building shall meet the Lake Elmo Design Guidelines and Standards.
- 10) A sign permit shall be obtained prior to erection of any sign on the Property.
- 11) The proposed fitness center shall have a separate address.
- 12) The Applicant must provide a project location plan that provides the proposed facility location with respect to existing property lines, parcel data, and easements that is

satisfactory to the City Engineer. All property and easement line types must be clearly labeled.

Passed and duly adopted this 7th day of June, 2022 by the City Council of the City of Lake Elmo, Minnesota.

Charles Cadenhead, Mayor

ATTEST:

Julie Johnson, City Clerk



To: Molly Just, City of Lake Elmo Planning Director From: Sarah Harding, Associate
Landscape Architect

Project/File: Date: March 21, 2022

Reference: Royal Golf CUP for Pool and Fitness Center

Submittals: Landscape Plans, dated 2/7/2022, received 3/14/2022

Location: Current address - 11441 20th Street North, Lake Elmo

Land Use Category: Golf Course Community (GCC) - PUD

Surrounding Land Use Concerns: Golf Course Community (GCC)

Special landscape provisions in addition to the zoning code: Not applicable

Tree Preservation:

105.12.470 Tree Preservation

A landscape/tree preservation plan has been submitted that does not meet all requirements.

- The Tree Preservation Plan must include a Tree Inventory, which includes:
 - A listing of healthy significant trees inventoried
 - A listing of the healthy significant trees removed
 - A listing of the healthy significant trees to remain
- The landscape and tree preservation plans currently does not list an inventory of trees to remain
- Measures to protect significant trees. Silt fence is shown on the plan but is not a sufficient tree protection measure. Refer to the City tree protection detail and definition of Critical Root Zone for locating tree protection fencing.
- Protective measures shall be identified and required:
 - Installation of snow fencing or polyethylene laminate safety netting placed at the drip line or at the perimeter of the critical root zone, whichever is greater, of significant trees, specimen trees and significant woodlands to be preserved. No grade change, construction activity, or storage of materials shall occur within this fenced in area.
- One existing 12-inch Maple tree and 22-inch Scotch Pine are noted to remain but are shown to be in conflict with proposed construction impacts within their Critical Root Zone (CRZ). The CRZ, as defined by the City Code, is not shown on the plan.

Reference: Royal Golf CUP for Pool and Fitness Center

Landscape Requirements:

105.12.480 Landscape Requirements

The landscape plans do meet the code required number of trees but do not reflect the potential tree preservation/mitigation requirements as noted above. The landscape plan will need to be reevaluated after completion of the existing tree inventory.

	Site Measurement	Required	Proposed
Street frontage	0		
Lake Shore	0		
Stream Frontage	0		
Total Linear Feet	0		
/50 Feet = Required Frontage Trees		0	
Development or Disturbed Area (Acres)	0.4		
/5 = Required Development Trees		3	6
Screening Perimeter between Land Uses (LF)	140		
1 tree per 40 LF		4	5
Required Mitigation Trees	Unable to determine mitigation trees required		
Required Number of Trees		7	11

The landscape plans do meet the minimum compositions of required trees:

- At least 25% of the required number of trees shall be deciduous shade trees
- At least 25% of the required number of trees shall be coniferous trees
- Up to 15% of the required number of trees may be ornamental tree

	Qty	% Composition	
Deciduous Shade Tree	3	27%	>25% required
Coniferous Tree	8	73%	>25% required
Ornamental Trees*	0		
Tree Count	11		

A landscape plan has been submitted that does not include all requirements

- All plant materials shall meet the minimum size standard per Table 6-1. For example, deciduous shade trees shall be 2.5-inch caliper minimum.

Reference: Royal Golf CUP for Pool and Fitness Center

Screening – The landscape plan does not meet all screening requirements.

- Screening is required by City code. Screening shall be used to provide visual and noise separation of intensive uses (proposed fitness center) from less intensive uses (existing residential east of proposed fitness center). Where screening is required in the City Code between uses or districts, it shall consist of either a masonry wall or fence in combination with landscape material that forms a screen at least six (6) feet in height, and not less than ninety percent (90%) opaque on a year-round basis. Landscape material shall include trees, planted at a minimum of one deciduous or coniferous tree per forty (40) linear feet along the property line. Additional landscape material such as shade trees or trellises may be required to partially screen views from above.
- Current plans show the required number of trees but does not meet the 6-ft height, 90% opacity portion of the screening requirement.

Irrigation – The plans do not include detail on whether the irrigation system design will include a new point of connection.

- Only one water supply point of connection shall be permitted per development. If development is planned to be comprised of multiple phases of construction, all phases shall be master planned and sized for one water supply point of connection unless otherwise approved in writing by City of Lake Elmo.

Findings:

- A tree preservation and landscape plan does not meet the requirements noted above.
- Irrigation notes do not clarify an existing or new point of connection is proposed.

Recommendation:

It is recommended that a condition(s) of approval include:

- Submit a revised landscape plan and tree preservation plan.

Respectfully,

STANTEC CONSULTING SERVICES INC.



Harding, Sarah
2022.03.21 19:05:36
-05'00'

Sarah Harding PLA
City of Lake Elmo Municipal Landscape Architect
Mobile: 952-334-4838
sarah.harding@stantec.com

Lake Elmo Fire Department

Memorandum



To: Molly Just, Planning Director

From: Dustin Kalis, Fire Chief

Date: 3/16/22

Re: Conditional Use Permit for a Pool & Fitness Center: 11441 20th Street N

The Lake Elmo Fire Department has completed a Conditional Use Permit for a Pool & Fitness Center at 11441 20th Street N based on submittals dated 3/11/22 with the following comments:

- 1) An approved signage and marking plan shall be determined for all No Parking and Fire Lane access roads.
- 2) Fire hydrant location to be reviewed by Engineering and Public Works.
- 3) Building shall have a separate address from clubhouse and maintenance building. Application shows 11457 20th Street N is to be used and would be acceptable to the Fire Department.
- 4) Building address numbers shall be plainly visible from the street fronting the property and shall contrasting color from the background. Addresses may be required to be posted adjacent to driveways or other access ways.
- 5) A Fire Department lock box is required for emergency access to building at an approved location(s) for the apartment and school buildings and provide keys for emergency access into and throughout the occupancy as required.
- 6) The fire alarm systems shall be installed compliant with provisions of 2016 NFPA Standard 72, National Fire Alarm Code. City permit required prior to initiation of work.
- 7) Install emergency egress illumination in the means of egress including exit discharge compliant with 2020 MSFC.
- 8) Pool gate and access shall be compliant with 2020 MSFC.
- 9) Install compliant exit signage as required by the 2020 MSFC.
- 10) Provide and install dry chemical fire extinguishers certified for service and tagged as required. Service classification rating shall be a minimum 2A classification rating and maximum travel distance of 75 feet to extinguishers. The minimum classification rating may be upgraded for special or extra hazard areas within the occupancy.
- 11) Rooms containing controls for air-conditioning systems, roof access, elevator equipment, sprinkler risers and valves, or other fire detection, suppression or control elements shall be identified for the use of the fire department. Approved signs required to identify fire protection equipment and equipment location, shall be constructed of durable materials, permanently installed and readily visible.

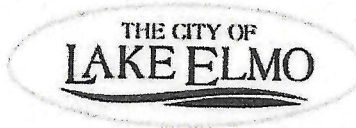
"Proudly Serving Neighbors & Friends"

Codes and Standards Used for this Review

This review is based on the following codes and standards as adopted and in effect in the State of Minnesota at the time of plan submittal.

- 2020 Minnesota State Fire Code
- Lake Elmo Fire Department Fire Code Policy
- NFPA 72, 2016 edition
- NFPA 13, 2016 edition

Date Received: _____
Received By: _____
Permit #: _____



651-747-3900
3880 Lavene Avenue North
Lake Elmo, MN 55042

CONDITIONAL USE PERMIT APPLICATION

Property Owner: H.C. Golf Land, LLC

Address: 11455 20th Street North, Lake Elmo MN 55042

Phone #: 651-414-1948

Email Address: jfeltan@royalclubmn.com

Fee Owner: H.C. Golf Land, LLC

Address: 11455 20th Street North, Lake Elmo MN 55042

Phone #: 651-474-1948

Email Address: jfeltan@royalclubmn.com

Property Address: 11441 20th Street North, Lake Elmo MN 55042

PID#: 25.029.21.12.0002

Engineer Name and Email: Kyle Ogren, Carlson McCain, kogren@carlsonmccain.com

Detailed Reason for Request: To build a pool/fitness center for the residents as part of the development amenities. The pool/fitness center will be located on a revised lot location on the east side of the existing clubhouse parking lot. The new lot will be 11457 20th Street North, Lake Elmo. The lot will be deeded to the Master HOA of Royal Club.

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: _____

Date: _____

3/11/22

Signature of property owner: _____

Date: _____

3/11/22

①

Contact information:

Owner of Record

H.C. Golf Land, LLC
11455 20th Street North, Lake Elmo MN 55042

Authorized Agents/Representatives

James Felten
jfelten@royalclubmn.com
651-414-1948

Engineer

Carlson McCain
Brian J. Krystofiak, Senior Engineer
3890 Pheasant Ridge Drive NE, Suite 100 Blaine MN 55449
bkrystofiak@carlsonmccain.com
763-489-7905

Surveyor

Carlson McCain
Thomas R. Balluff, Professional Land Surveyor
3890 Pheasant Ridge Drive NE, Suite 100 Blaine MN 55449
tballuff@carlsonmccain.com
763-489-7916

Listing of the site data: address, current zoning, parcel size in acres and square feet, property identification #s, current legal description

The Property address is 11441 20th Street North, Lake Elmo MN 55042. The current zoning of the Property is GCC – Golf Course Community, is 10.85 acres (472,548sf). The PID # is 25.029.21.12.0002. Legal Description is Block 1 Lot 1 The Royal Golf Club at Lake Elmo.

Narrative regarding the history of the property (current and past uses) and any pre-application discussions with staff

The Property was originally a 475-acre parcel owned by the 3M Company. It had a golf course, tennis courts, softball fields, archery range, etc., for private recreational use by its employees. It was purchased by the present Owners in 2016. The new group built a new Arnold Palmer/Annika Sorenstam designed golf course and received approval of 291 homesites.

(d) Specific written description of the proposed use(s).

- i. Incorporate information describing how the use will work on the proposed site including proposed site changes, existing open spaces, landscaping, traffic circulation, transition areas to adjacent properties, individual uses for existing and proposed structures, and effects on natural areas (wetlands, forests, etc.) both on-site and in general vicinity of the project.

The proposal is to relocate the original Pool/Fitness Center from the West side of the Clubhouse parking lot to the East side. The exterior of the building will mirror the Clubhouse. It will be approximately 1900 square feet. It will consist of two separate bathrooms with showers per State Code that are ADA compliant. It will also have an exercise room containing cardio equipment. The Pool will be approximately 25' by 50'. There will not be a deep end for diving. The East side of the parking lot will allow for more usable room for the footprint, be safer for residents loading and unloading in a high traffic area and therefore reduce congestion. The new location will be safer from golfers, traffic and allow for more screening of trees. It does not impact or infringe upon any naturalized areas. We also have existing utilities (sewer/water) stubbed into those lots versus having to disrupt the existing facilities golf, restaurant and wedding and corporate entities by extending those services across the parking lot.

- ii. Provide specific details about the use including the number of employees, hours of operation, maximum number of animals (if applicable), proposed development schedule etc.**

The pool and fitness center are strictly resident amenities and will be owned and governed by its HOA. Therefore, there will be no additional traffic to the site. It will be the residents' decision to determine hours of operation, staffing, if pets are allowed, etc. Because the pool is an outdoor pool, it naturally will only be open in the summer. The fitness center will be open year-round and since it is private to the Residents, they can determine its hours. The pool and fitness center will be self-governed through the residents HOA. The pool and fitness center will not have a dedicated food service, particularly with its proximity to the Clubhouse.

e) Provide justification that the proposed use meets the following findings:

- i. The proposed use will not be detrimental to or endanger the public health, safety, comfort, convenience or general welfare of the neighborhood or City.**

The proposed use will not be detrimental to the facility or its residents as it will provide a healthy recreational outlet.

- ii. The use or development conforms to the City of Lake Elmo Comprehensive Plan.**

The use falls in line with the City of Lake Elmo's Comprehensive Plan and is compatible with the neighborhood. It is similar and common place to many developments.

- iii. The use or development is compatible with the existing neighborhood.**

The new facilities obvious healthy purpose combined with the golf and walking trails accent the healthy, active lifestyle at The Royal Club.

- iv. The proposed use meets all specific development standards for such use listed in Article 7 of the Zoning Code.**

This proposal as a HOA Pool/Fitness Center meets Article 7 of the Zoning Code.

- v. If the proposed use is in a flood plain management of shoreland area, the proposed use meets all the specific standards for such use.**

The proposed use does not sit in any flood plain or Shoreland district.

- vi. The proposed use will be designed, constructed, operated and maintained so as to be compatible in appearance with the existing or intended character of the general vicinity and will not change the essential character of that area.**

The architecture will conform with and compliment the existing, adjacent Clubhouse.

- vii. The proposed use will not be hazardous or create a nuisance as defined in the zoning code to existing or future neighboring structures.**

The proposed will not be hazardous or detrimental to its surroundings.

- viii. The proposed use will be served adequately by essential public facilities and services, including streets, police and fire protection, drainage structures, refuse disposal, water and sewer systems and schools or will be served adequately by such facilities and services provided by the persons or agencies responsible for the establishment of the proposed use.**

The proposed use will be adequately served by all existing public services as has the existing property for several years.

- ix. The proposed use will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community.**

The proposed use will not create any excessive, additional costs to the City, its infrastructure or affect the economic welfare of the community.

- x. The proposed use will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property of the general welfare because of excessive production of traffic, noise, smoke, fumes, glare or odors.**

This facility, nor its operation will have an adverse effect on personal property, their value, nor contribute any excessive traffic, noise, air pollutants, glare or odor. On the contrary, this facility will promote good health and community for its Residents.

- xi. Vehicular approaches to the property, where present, will not create traffic congestion or interfere with traffic on surrounding public thoroughfares.**

The proposed use will not present any traffic congestion nor interfere with any traffic issues on the surrounding public streets. The proposed use is for the Residents of the Development in which they all have the option to walk to the facility or utilize their golf carts which doesn't contribute to automobile traffic and thus, is environmentally friendly.

- xii. The proposed use will not result in destruction, loss or damage of a natural or scenic feature of major importance.

This facility will not damage nor impact any natural or scenic features.

3) Verification or ownership (a copy of a current title report, purchase agreement, etc.)

4) Address labels: A certified list of property owners located within three hundred fifty feet (350') of the subject property obtained from and certified by a licensed abstractor or through Washing County.

LAKE ELMO, MINNESOTA



- SHEET INDEX**



- 1) MN/DOT GSID Station #33653 (NYBECK MN163) – Top of Control Disk
Elevation = 941.54 (NAVD 88).

- 2) MN/DOT GSID Station #33601
(KRAFTHEFER MN163) – Top of Control
Disk Elevation = 913.04 (NAVD 88).

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: Brian J. Krystofiak, P.E.
Signature: *Brian J. Krystofiak*
Date: 10/29/21 License #: 25063

Drawn: KRO
Designed: BJK
Date: 10/29/21

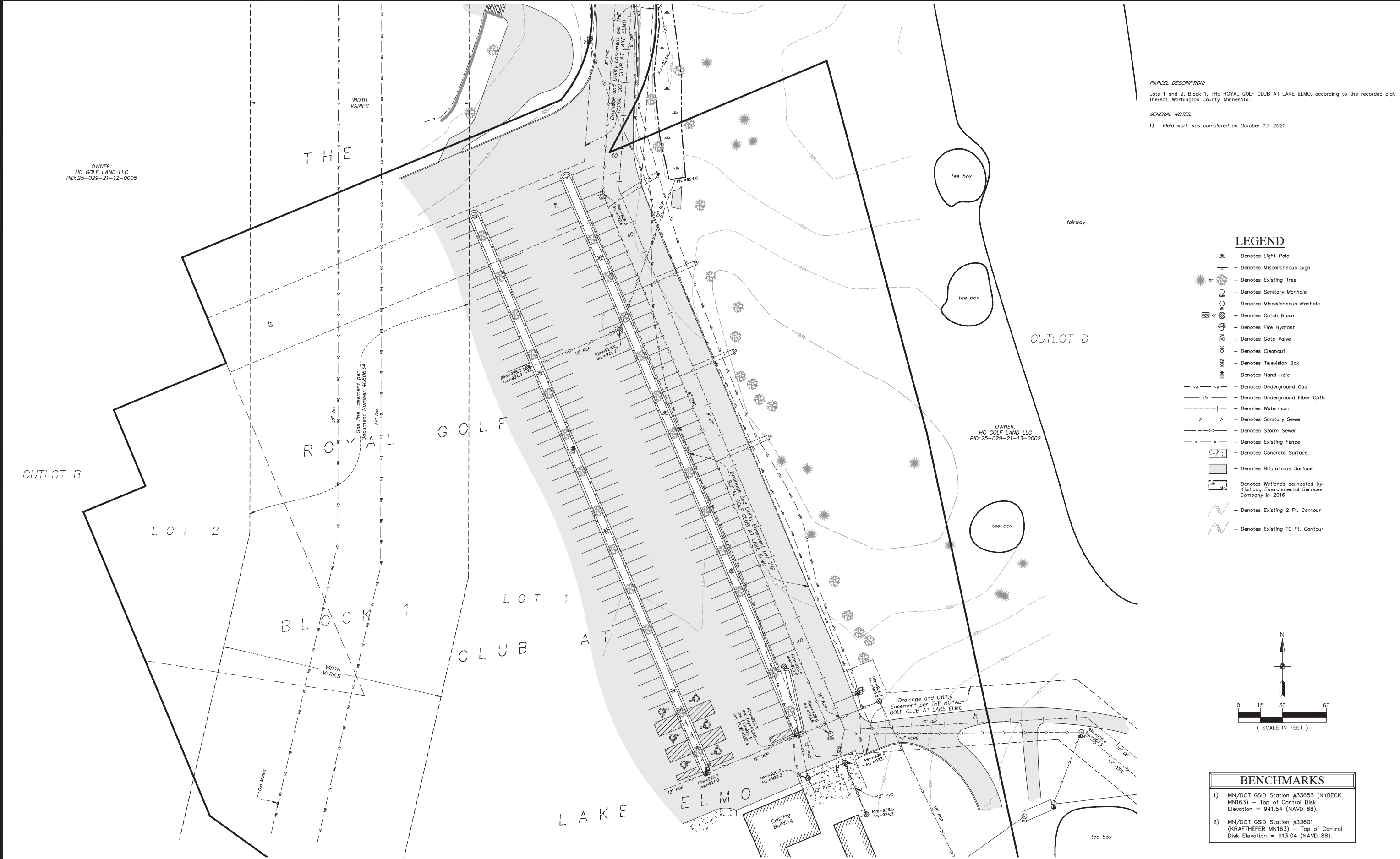
Revisions:

1. 2021-12-06 - Per City Comments.
2. 2021-12-14 - Revise Sheets 1, 3 & 4 Per Owner.
3. 2022-01-03 - Revise Layout Per Owner.
4. 2022-02-07 - Per City Comments.

11074 Radisson Road NE
Blaine, MN 55449

**THE ROYAL GOLF CLUB AT LAKE
ELMO - POOL & FITNESS CENTER**
Lake Elmo, MN

COVER



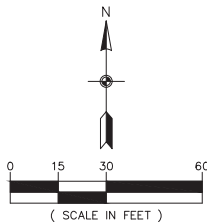
OWNER:
HC GOLF LAND LLC
PID: 25-029-21-12-0005

PARCEL DESCRIPTION:
Lots 1 and 2, Block 1, THE ROYAL GOLF CLUB AT LAKE ELMO, according to the recorded plat thereof, Washington County, Minnesota.

GENERAL NOTES:
1) Field work was completed on October 13, 2021.

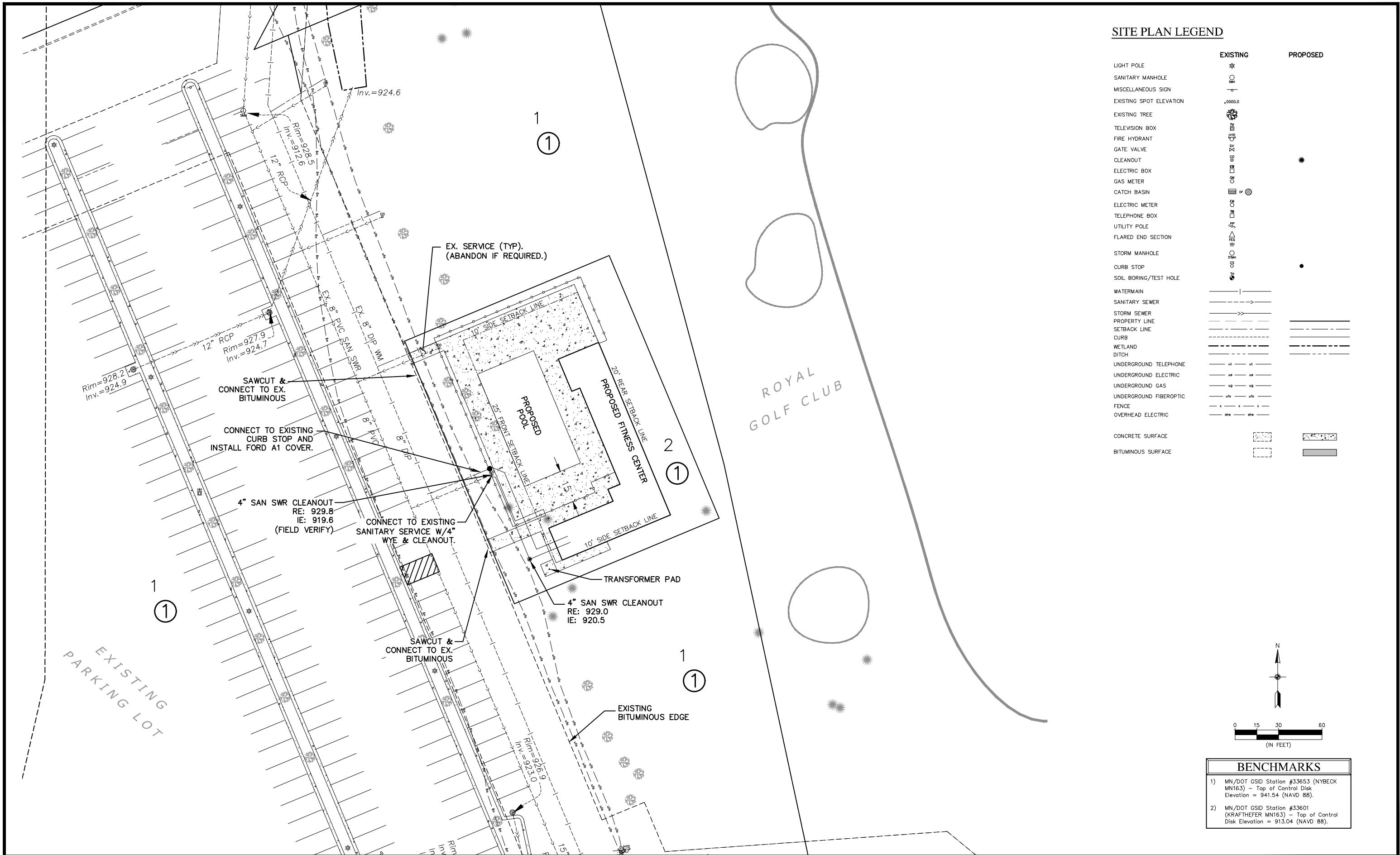
LEGEND

- Denotes Light Pole
- Denotes Miscellaneous Sign
- Denotes Existing Tree
- Denotes Sanitary Manhole
- Denotes Miscellaneous Manhole
- Denotes Catch Basin
- Denotes Fire Hydrant
- Denotes Gate Valve
- Denotes Cleanout
- Denotes Television Box
- Denotes Hand Hole
- Denotes Underground Gas
- Denotes Underground Fiber Optic
- Denotes Watermain
- Denotes Sanitary Sewer
- Denotes Storm Sewer
- Denotes Existing Fence
- Denotes Concrete Surface
- Denotes Bituminous Surface
- Denotes Wetlands delineated by Kjaerhaug Environmental Services Company in 2016
- Denotes Existing 2 Ft. Contour
- Denotes Existing 10 Ft. Contour



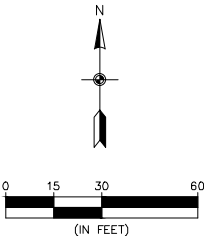
BENCHMARKS

- 1) MN/DOT GSID Station #33653 (NYBECK MN163) - Top of Control Disk
Elevation = 941.54 (NAVD 88).
- 2) MN/DOT GSID Station #33601 (KRAFTHOFER MN163) - Top of Control Disk
Elevation = 913.04 (NAVD 88).

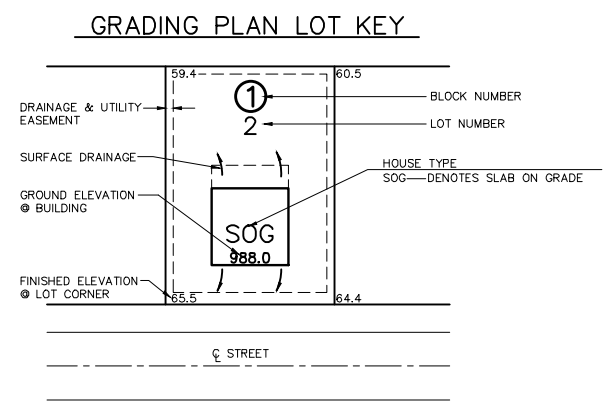
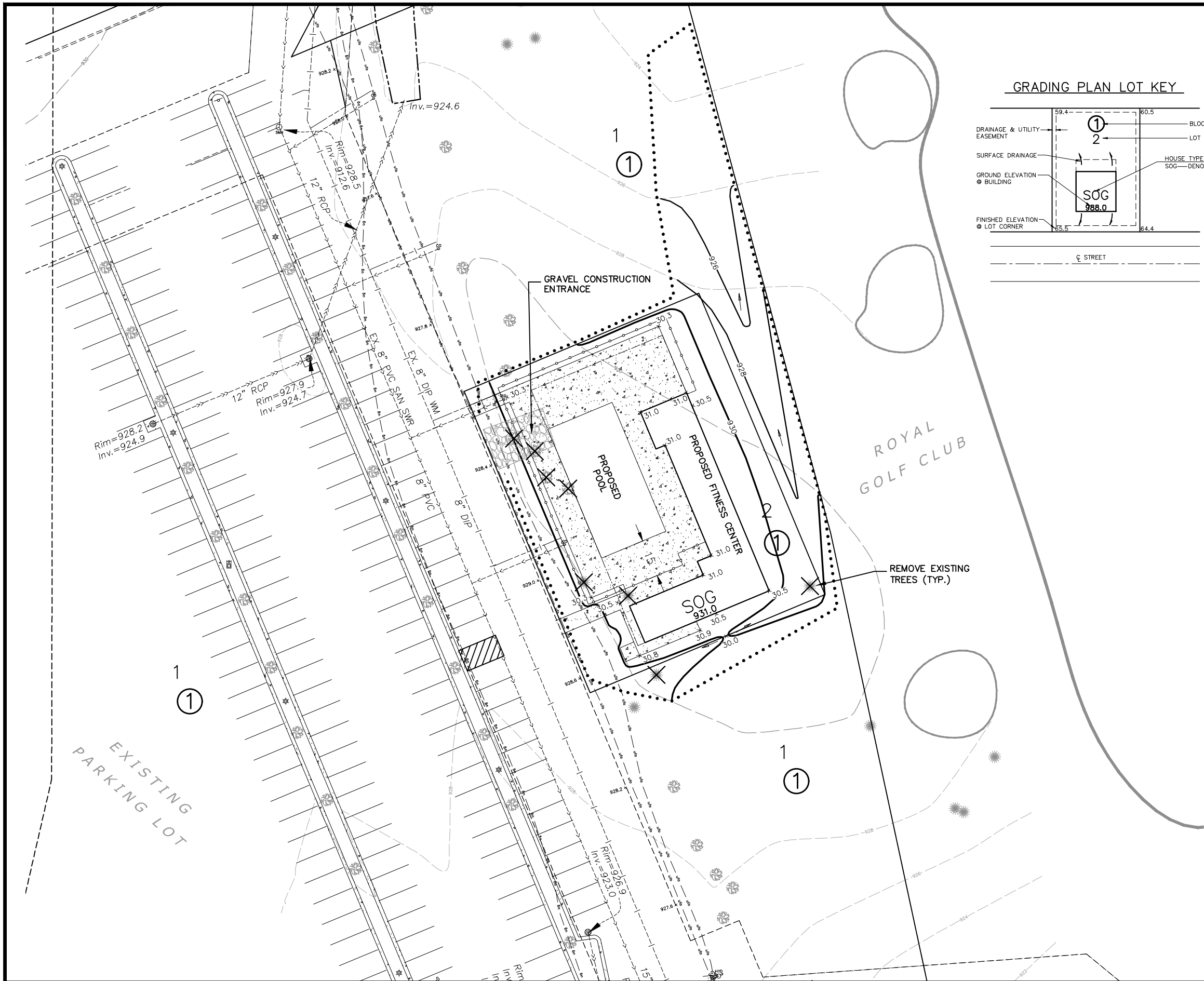


SITE PLAN LEGEND

	EXISTING	PROPOSED
LIGHT POLE		
SANITARY MANHOLE		
MISCELLANEOUS SIGN		
EXISTING SPOT ELEVATION		
EXISTING TREE		
TELEVISION BOX		
FIRE HYDRANT		
GATE VALVE		
CLEANOUT		
ELECTRIC BOX		
GAS METER		
CATCH BASIN		
ELECTRIC METER		
TELEPHONE BOX		
UTILITY POLE		
FLARED END SECTION		
STORM MANHOLE		
CURB STOP		
SOIL BORING/TEST HOLE		
WATERMAIN		
SANITARY SEWER		
STORM SEWER		
PROPERTY LINE		
SETBACK LINE		
CURB		
WETLAND		
DITCH		
UNDERGROUND TELEPHONE		
UNDERGROUND ELECTRIC		
UNDERGROUND GAS		
UNDERGROUND FIBEROPTIC		
FENCE		
OVERHEAD ELECTRIC		
CONCRETE SURFACE		
BITUMINOUS SURFACE		



BENCHMARKS	
1)	MN/DOT GSD Station #33653 (NYBECK MN163) - Top of Control Disk Elevation = 941.54 (NAVD 88).
2)	MN/DOT GSD Station #33601 (KRAFTHEFER MN163) - Top of Control Disk Elevation = 913.04 (NAVD 88).

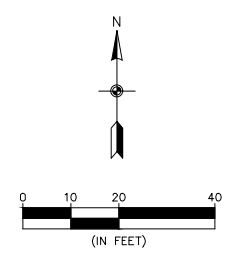


LEGEND

EXISTING	PROPOSED
PROPERTY LINE	---
OUTLOT LINE	---
LOT LINE	---
EASEMENT LINE	---
CURB LINE	---
BITUMINOUS	---
CONCRETE	---
SANITARY SEWER	---
STORM SEWER	---
WATER MAIN	---
OVERHEAD UTILITY	---
STORM CATCH BASIN	---
STORM MANHOLE	---
OUTLET CONTROL STRUCTURE	---
MANHOLE	---
HYDRANT	---
GATE VALVE	---
TELEVISION BOX	---
TELEPHONE BOX	---
UTILITY POLE	---
LIGHT POLE	---
RETAINING WALL	---
FENCE	---
10' CONTOUR	---
2' CONTOUR	---
SPECIFIED CONTOUR	---
FEMA FLOOD PLAIN	---
WETLAND LINE	---
SPOT ELEVATION	---
EMERGENCY OVERFLOW	---
SILT FENCE	---
TREE FENCE	---
TREELINE	---
SOIL BORING	---
CONIFEROUS	---
DECIDUOUS	---
TREE	---
TREE REMOVAL	---













TREE REMOVAL SCHEDULE

TAG #	SIZE (DBH)	SPECIES	CONDITION
1966	20	SCOTCH PINE	GOOD
1967	20	SCOTCH PINE	GOOD
1968	18	SCOTCH PINE	GOOD
4001	10	AMUR MAPLE	GOOD
4002	12	AMUR MAPLE	GOOD
4003	10	AMUR MAPLE	GOOD
4004	8	AMUR MAPLE	GOOD
4005	28	SPRUCE	GOOD
TOTAL DBH REMOVED = 126 INCHES			



BENCHMARKS

1)	MN/DOT GSID Station #33653 (NYBECK MN163) - Top of Control Disk Elevation = 941.54 (NAVD 88).
2)	MN/DOT GSID Station #33601 (KRAFTHEFER MN163) - Top of Control Disk Elevation = 913.04 (NAVD 88).

PLANT SCHEDULE						
TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
	FM	3	Acer x freemanii 'Sienna'	Sienna Glen Maple	2' Cal.	B&B
	BH	3	Picea glauca densata	Black Hills Spruce	6' Ht.	B&B
	WP	5	Pinus strobus	White Pine	6' Ht.	B&B
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
	DBH	11	Diervilla lonicera	Dwarf Bush Honeysuckle	#5 Cont.	
	MKL	9	Syringa patula 'Miss Kim'	Miss Kim Lilac	#5 Cont.	
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
	JSG	13	Juniperus chinensis 'Sea Green'	Sea Green Juniper	#5 Cont.	
	CCY	9	Taxus x media 'Citation'	Citation Columnar Yew	#5 Cont.	
GRASSES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
	KFG	4	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	#3 Cont.	
	LBS	16	Schizachyrium scoparium	Little Bluestem	#3 Cont.	
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
	ROCK	1,216 sf	Rock Mulch Non-Woven Geotextile Incidental	1.5' Trap Rock Mulch	4' Depth	
	SOD	2,988 sf	Turf Sod Bluegrass	Kentucky Bluegrass	sod	
	TIV	7,746 sf	Type IV - Native Seed Mix Refer to notes for acceptable seeding methods. Seeding Rate 50.0 lb/ac	MnDOT Seed Mix 35-241	seed	

STANDARD PLAN NOTES
LANDSCAPE PLANS

1. Contractor must contact Gopher State One Call 811 (www.gopherstateonecall.org) prior to tree staking and planting operations to verify underground utilities. Where private utilities exist on site the Contractor is required to have those located as well.

2. Plant materials shall meet American Standard for Nursery Stock ANSI Z60.1, latest edition.

3. No plant substitutions shall be made without the prior written authorization from the City.

4. All tree locations to be field staked prior to installation. Contractor to coordinate field review of proposed tree locations with the City and Project Landscape Architect prior to any tree installation.

5. All plants shall be planted immediately upon arrival to project site. No plant material is to be left overnight on the project site without being installed unless written approval by City.


6. All trees, shrubs, perennials, turf lawn and native seeding to have a two-year warranty beginning upon written acceptance by the City. Defective plants as determined by the City shall be replaced within 30 days of notice during the growing season, and replacement materials shall receive the same two year warranty until plants are successfully established.

7. Contractor to protect and maintain all plantings and plant beds, including protection from wildlife, weeding, re-mulching, fertilization, irrigation and all other typical forms of horticultural care until the end of the warranty period as determined and approved by City.

8. All plants installed and maintained on City property shall be in accordance with City of Lake Elmo Bee-Safe Resolution No. 2015-13.

9. An irrigation system or other water supply adequate to support the specified plant materials shall be provided.

APRIL 2017

CITY OF LAKE ELMO

STANDARD DRAWING NO.
LP2.0
LAKE ELMO

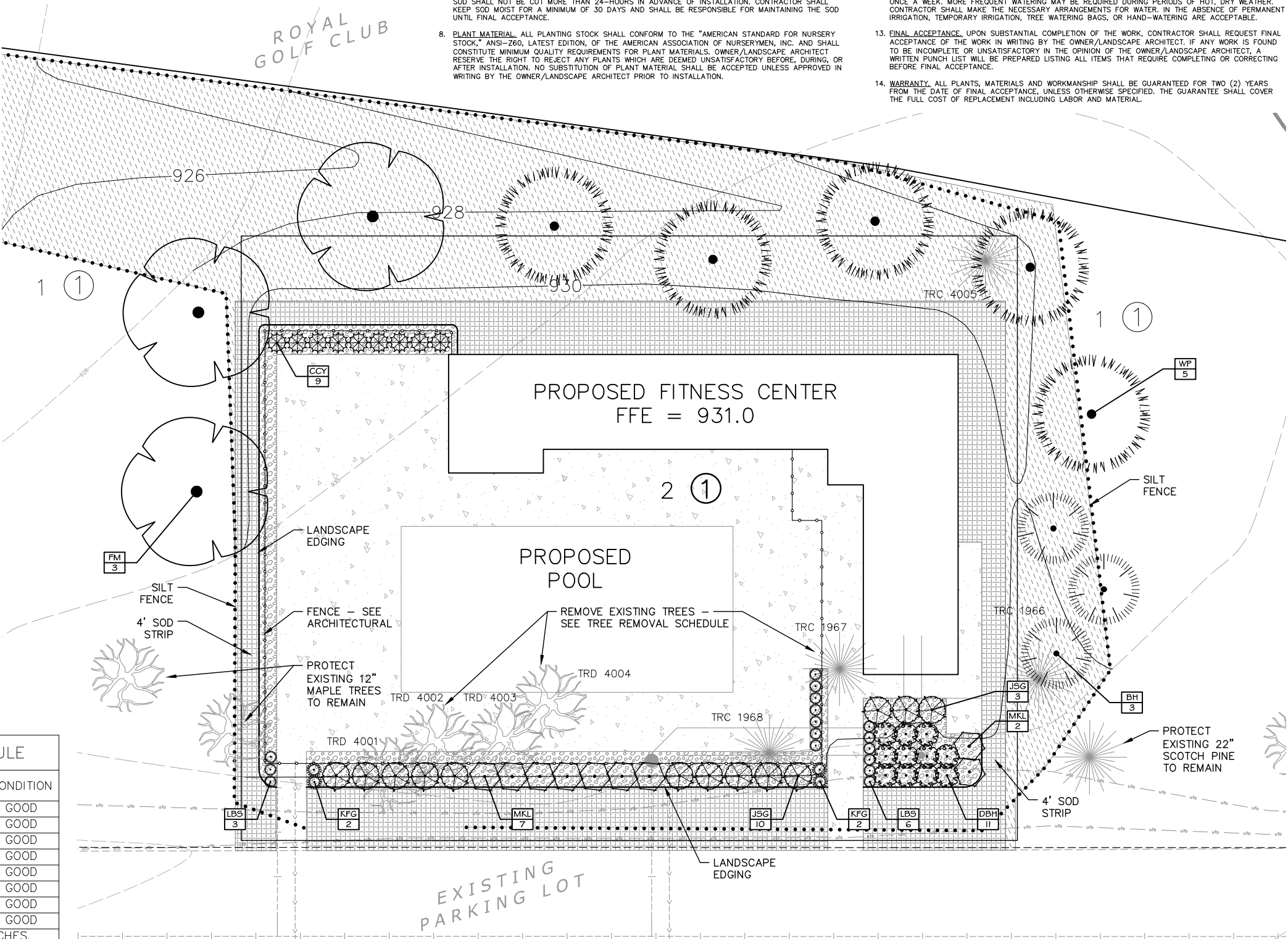
CALL BEFORE YOU DIG



Know what's below.
Call before you dig.

LANDSCAPE PLAN NOTES

- EXISTING CONDITIONS. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO BIDDING AND CONSTRUCTION START. ANY DISCREPANCIES FOUND THAT AFFECT THE WORK SHALL BE REPORTED TO THE OWNER/LANDSCAPE ARCHITECT FOR CLARIFICATION PRIOR TO BIDDING OR APPROVING ANY ADDITIONAL WORK REQUIRED.
- PLAN QUANTITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL MATERIAL QUANTITIES PER PLAN. MATERIAL SCHEDULES ARE PROVIDED SOLELY FOR CONTRACTOR'S CONVENIENCE.
- TREE PROTECTION. ALL TREES NOT SPECIFICALLY NOTED OR MARKED ON SITE FOR REMOVAL SHALL REMAIN PROTECTED AND UNDISTURBED DURING CONSTRUCTION. TREE PROTECTION SHALL EXTEND TO THE DRIP LINE, WITHIN WHICH NO CONSTRUCTION ACTIVITY, MATERIAL STORAGE, OR VEHICLE PARKING SHALL BE PERMITTED. TREE PROTECTION FENCING AND/OR SILT FENCING SHALL BE ERECTED PRIOR TO CONSTRUCTION START.
- SOIL PREPARATION. EXISTING TOPSOIL SHALL BE STRIPPED FROM ALL DISTURBED AREAS AND STOCKPILED IN AN APPROVED LOCATION FOR RE-SPREAD. ALL AREAS WHERE SOIL HAS BEEN COMPACTED BY CONSTRUCTION ACTIVITY AND THAT ARE INDICATED TO BE SODDED, SEEDING OR PLANTING BED SHALL BE DE-COMPACTED TO A MINIMUM DEPTH OF 12 INCHES BY SOIL RIPPING, TILLING OR OTHER APPROVED SOIL LOOSENING METHOD.
- TOPSOIL MATERIAL. ALL EXISTING, AMENDED OR IMPORTED TOPSOIL SHALL MEET THE REQUIREMENTS OF MNDOT TOPSOIL TYPE A. A MINIMUM 6 INCH DEPTH OF TOPSOIL SHALL BE PLACED ON ALL AREAS TO BE SODDED OR SEEDING. A MINIMUM 12 INCH DEPTH OF TOPSOIL SHALL BE PLACED WITHIN ALL PLANTING BED AREAS. ALL TOPSOIL SHALL BE FINE GRADED, RAKED AND DRAGGED TO PROVIDE A SMOOTH, UNIFORM SURFACE. TOPSOIL GRADES SHALL BE WITHIN .1 FEET OF INDICATED FINISHED GRADE AND SHALL BE TRUE TO GRADIENTS SHOWN ON PLANS.
- SEEDING AND TURF ESTABLISHMENT. CONTRACTOR SHALL OBTAIN OWNER/LANDSCAPE ARCHITECT'S APPROVAL OF FINAL GRADES AND TOPSOIL PREP PRIOR TO SEEDING. APPLY 12-12-12 GRANULAR STARTER FERTILIZER AT A RATE OF 250 LBS PER ACRE PRIOR TO SEEDING. SEEDS SHALL BE SOWN IN 2 PERPENDICULAR PASSES, EACH PASS AT ONE-HALF THE INDICATED RATE, VIA BROADCAST SPREADER, DROP SEEDER OR DRILL SEEDER, FOLLOWING SEED APPLICATION, INSTALL TYPE 3N EROSION CONTROL BLANKET ON ALL SLOPES GREATER THAN 4:1. IN ALL OTHER AREAS, APPLY HYDROMULCH COVER (MUST BE A SEPARATE OPERATION FROM SEEDING) AT A TARGETED DRY WEIGHT RATE OF 3500 LBS PER ACRE. SOIL SHALL BE KEPT MOIST DURING ESTABLISHMENT WITH ADDITIONAL RE-SEEDING AS NECESSARY TO ACHIEVE A HEALTHY, UNIFORM STAND OF GRASS, FREE OF WEEDS AND WITH COVERAGE EXCEEDING 75% IN ANY 10'x10' AREA PRIOR TO FINAL ACCEPTANCE.
- SODDING. CONTRACTOR SHALL OBTAIN OWNER/LANDSCAPE ARCHITECT'S APPROVAL OF FINAL GRADES AND TOPSOIL PREP PRIOR TO SODDING. APPLY 12-12-12 GRANULAR STARTER FERTILIZER AT A RATE OF 250 LBS PER ACRE PRIOR TO SODDING AND ROLL TOPSOIL TO CREATE A UNIFORM SURFACE FOR LAYING SOD. SOD SHALL NOT BE CUT MORE THAN 24-HOURS IN ADVANCE OF INSTALLATION. CONTRACTOR SHALL KEEP SOD MOIST FOR A MINIMUM OF 30 DAYS AND SHALL BE RESPONSIBLE FOR MAINTAINING THE SOD UNTIL FINAL ACCEPTANCE.
- PLANT MATERIAL. ALL PLANTING STOCK SHALL CONFORM TO THE "AMERICAN STANDARD FOR NURSERY STOCK," ANSI-Z60, LATEST EDITION, OF THE AMERICAN ASSOCIATION OF NURSERYMEN, INC. AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIALS. OWNER/LANDSCAPE ARCHITECT RESERVE THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING, OR AFTER INSTALLATION. NO SUBSTITUTION OF PLANT MATERIAL SHALL BE ACCEPTED UNLESS APPROVED IN WRITING BY THE OWNER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- MULCH MATERIAL. ROCK MULCH AS INDICATED ON PLANS. ALL MULCH SHALL BE CLEAN AND FREE OF NOXIOUS WEEDS, SOIL, OR OTHER DELETERIOUS MATERIAL, AND SHALL BE INSTALLED OVER A NON-WOVEN GEOTEXTILE FABRIC (INCIDENTAL) OR OTHER APPROVED WEED BARRIER TO A MINIMUM SETTLED DEPTH OF 4". DOUBLE SHREDDED HARDWOOD MULCH SHALL BE PLACED AROUND INDIVIDUAL TREES TO A 4' MINIMUM DIAMETER. MULCH SHALL BE HELD BACK FROM PLANT STEMS/TRUNKS A MINIMUM OF 3". AND SHALL BE INSTALLED WITHIN 48-HOURS OF PLANT INSTALLATION.
- LANDSCAPE EDGING. INSTALL LANDSCAPE EDGING BETWEEN ALL MULCH AREAS AND TURF. EDGING SHALL BE COMMERCIAL GRADE BLACK POLYETHYLENE OR VINYL EDGING, 0.1 INCH THICK BY 5 INCHES DEEP, V-UPPED BOTTOM, HORIZONTALLY GROOVED, 1-INCH ROUND TOP, EXTRUDED IN STANDARD LENGTHS, WITH 9-INCH STEEL ANGLE STAKES.
- IRRIGATION. COORDINATE WITH OWNER FOR IRRIGATION DESIGN. FURNISH AND INSTALL A COMPLETE UNDERGROUND IRRIGATION SYSTEM FROM APPROVED POINT(S)-OF-CONNECTION WITHIN THE SITE COVERING ALL TURF AND PLANTING AREAS AS SHOWN ON THE LANDSCAPE PLAN. INCLUDES AS-BUILT DRAWINGS, SYSTEM MANUALS, 1-YEAR MAINTENANCE PERIOD INCLUDING 1 FALL WINTERIZATION AND 1 SPRING START-UP. IRRIGATION PLANS TO BE PREPARED BY A QUALIFIED IRRIGATION DESIGNER AND SUBMITTED TO OWNER/LANDSCAPE ARCHITECT FOR APPROVAL.
- WATERING. UPON ESTABLISHMENT OF SEED AND INSTALLATION OF PLANTS, CONTRACTOR SHALL MAINTAIN A WATERING SCHEDULE WHICH WILL THOROUGHLY WATER ALL PLANTS AND TURF AREAS A MINIMUM OF ONCE A WEEK, MORE FREQUENT WATERING MAY BE REQUIRED DURING PERIODS OF HOT, DRY WEATHER. CONTRACTOR SHALL MAKE THE NECESSARY ARRANGEMENTS FOR WATER. IN THE ABSENCE OF PERMANENT IRRIGATION, TEMPORARY IRRIGATION, TREE WATERING BAGS, OR HAND-WATERING ARE ACCEPTABLE.
- FINAL ACCEPTANCE. UPON SUBSTANTIAL COMPLETION OF THE WORK, CONTRACTOR SHALL REQUEST FINAL ACCEPTANCE OF THE WORK IN WRITING BY THE OWNER/LANDSCAPE ARCHITECT. IF ANY WORK IS FOUND TO BE INCOMPLETE OR UNSATISFACTORY IN THE OPINION OF THE OWNER/LANDSCAPE ARCHITECT, A WRITTEN PUNCH LIST WILL BE PREPARED LISTING ALL ITEMS THAT REQUIRE COMPLETING OR CORRECTING BEFORE FINAL ACCEPTANCE.
- WARRANTY. ALL PLANTS, MATERIALS AND WORKMANSHIP SHALL BE GUARANTEED FOR TWO (2) YEARS FROM THE DATE OF FINAL ACCEPTANCE, UNLESS OTHERWISE SPECIFIED. THE GUARANTEE SHALL COVER THE FULL COST OF REPLACEMENT INCLUDING LABOR AND MATERIAL.




TREE REMOVAL SCHEDULE			
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4005	28	SPRUCE	GOOD
TOTAL DBH REMOVED = 126 INCHES			

CARLSON MCCAIN

ENGINEERING
SURVEYING
ENVIRONMENTAL

3890 PHEASANT RIDGE DRIVE
SUITE 100
BLAINE, MN 55448
TEL 763.488.7900
FAX 763.488.7988
CARLSONMCCAIN.COM

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 Landscape Architect under the laws of the State of Minnesota

Print Name: Ryan J. Ruttger, RLA
Signature: 
Date: 10/29/21 License #: 56346

Drawn: RJR
Designed: RJR
Date: 10/29/21

- Revisions:
- 2021-12-06 Per City Comments.
 - 2022-01-03 Revise Layout Per Owner.
 - 2022-02-07 Per City Comments.

H.C. GOLF COURSE DEVELOPMENT, LLC

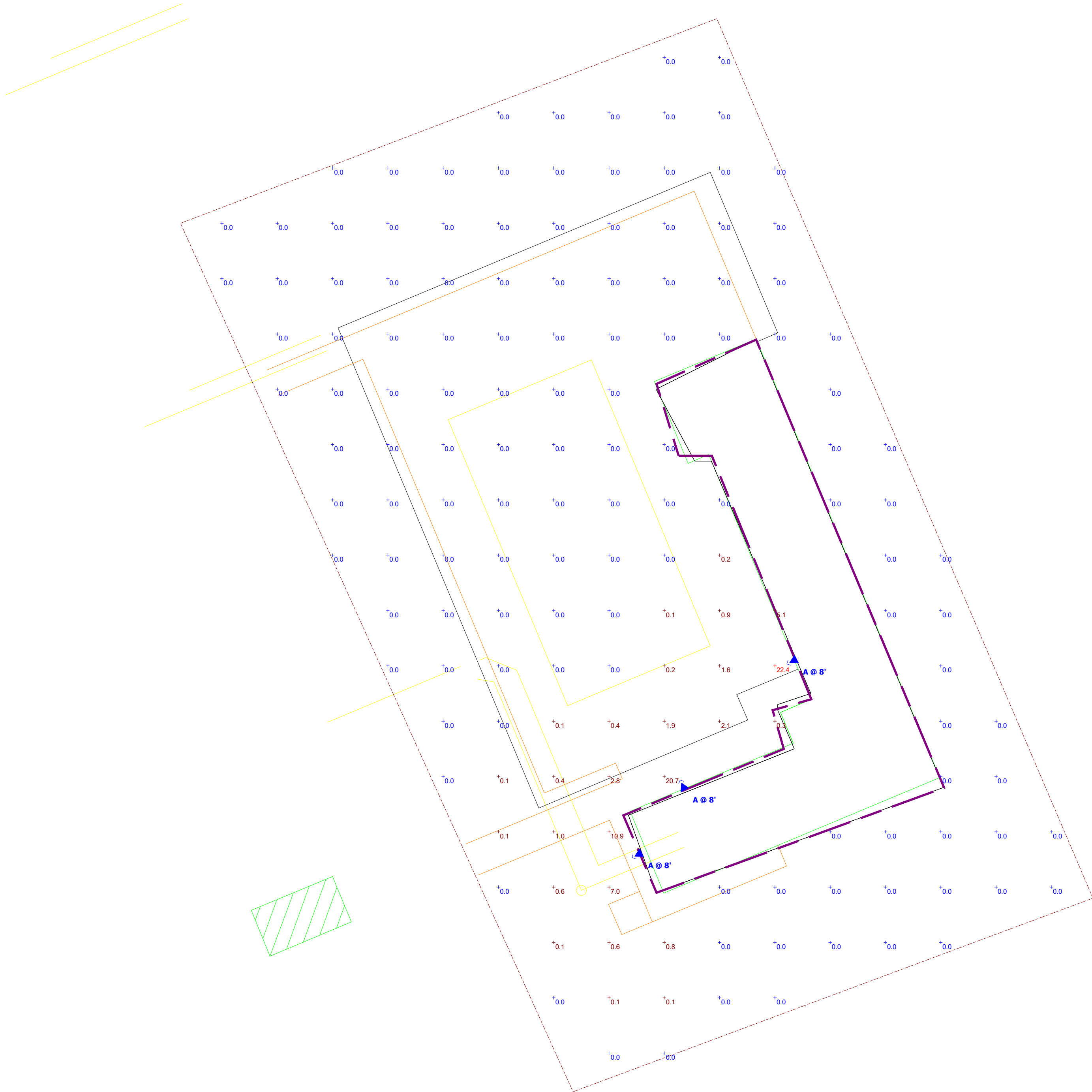
11074 Radisson Road NE
Blaine, MN 55449

THE ROYAL GOLF CLUB AT LAKE
ELMO - POOL & FITNESS CENTER



Lake Elmo, MN

LANDSCAPE PLAN

L1
of
2



Plan View

Schedule											
Symbol	Label	Image	Quantity	Manufacturer	Catalog Number	Description	Number Lamps	Lumens Per Lamp	Light Loss Factor	Wattage	Plot
	A		3	PHILIPS STONCO	PW50-NW-G1-8	Philips Stonco Low Profile Wall	1	5112	1	50.9	 Max: 2173cd

Stonco

by @lgnify

Wall Mount

Low profile wall

PW 15W, 30W, and 50W

LED

Stonco Low profile wall mount features a discreet design that will complement any building exterior. Three sizes are available in 15, 30 and 50W output to accommodate multiple mounting heights. Low Profile Wall delivers up to 110 lumens per watt for excellent energy savings over HID.

Product:

Location:

Color:

Type:

Lamps:

Notes:

Ordering guide

Example: PW-50-NW-G1-8-BZ

Luminaire	Mounting	LED Color - Generation	Finish
PW		NW-G1	B
PW Low Profile Wall	15 15W 30 30W 50 50W	NW-G1 Neutral White, 4000K, 80 CRI, Generation 1	BZ Bronze

Specifications

Housing
Die-cast aluminum housing with UV stabilized polycarbonate lens mounted with stainless steel hardware.
IP Rating
LED light engine is weather proof rated IP65.
Electrical
Electrical Driver efficiency >90% at full load. Available in 120-277V, IP65 compliant driver. RoHS compliant. Surge protector standard. 10KA per ANSI/IEEE C82.4-2.
LED Board and Array
24, 48, and 80 LEDs. Color temperature 4000K, >+500K. Minimum CRI of 80. Aluminum metal clad board with midpower LED chips.

Optical System
Direct mid-power LED distribution with white reflective plate. Optical system is designed for zero spillage. Light engine is weather protected with silicone sealed clear glass.
Mounting
Mounts to standard 3 1/2" to 4" square and octagonal or 4 inch round electrical junction boxes.
Energy Saving Benefits
System efficacy up to 100lm/W with significant energy savings over Pulse Start Metal Halide luminaires.

Listings
UL ASL listed to the UL 1598 standard, suitable for Wet Locations. Suitable for use in ambient from -50° to 40°C (-27° to 104°F). Not all product variations listed on this page are DLC qualified. To ensure that a specific model is qualified, visit www.designlights.org/search.
Finish
Each luminaire receives a fade and abrasion resistant, electrostatically applied, thermally cured, triglycid isocyanurate (TIGIC) textured polyester powdercoat finish. Standard color: Heritage (BZ).
Limited Warranty
Luminaires are all covered by a 5-year limited warranty. See [lgnify.com/warranty](http://www.lgnify.com/warranty) for details.



STAFF REPORT

DATE: June 7, 2022

REGULAR

AGENDA ITEM: Resolution Calling for Public Hearing relating to the Tax Abatement Projects

SUBMITTED BY: Sam Magureanu, Finance Director

REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND:

The City is authorized by Minnesota Statutes, Sections 469.1812 through 469.1815 (The “Abatement Act”) to grant an abatement of all or a part of the tax levied by the City on real property within its boundaries (the “Abatement”) and to issue general obligation bonds to finance public improvements (the “Abatement Bonds”)

The name “tax abatement” is misleading. The enabling statute, noted above, does not authorize the actual “abatement of taxes”. Instead, the City has the ability to levy a property tax (an abatement levy) that is equivalent to taxes that could be abated. The City plans to certify an abatement levy to pay the debt service on the proposed general obligation bonds to be issued to finance the Projects.

The statute requires a finding that the use of tax abatement is in the public interest. The statute defines the reasons. Reasons specific to the proposed Projects include to increase or preserve tax base and to finance or provide public infrastructure.

Proceeds from the 2022A Bonds (the “Bonds”) will be used to finance the City’s 2022 street and utility projects, and two abatement projects; and to pay the costs associated with the issuance of the Bonds. The “abatement projects” is inclusive of the CSAH 15/30th Street Signal Project and Phase 2 of the Ideal Avenue (CSAH 13) Project. There are no special assessments associated with these projects. The Tax Abatement enabling statute, noted above, provides authority for issuance of bonds for these types of public improvements that benefit a property. The total principal of abatement bonds cannot exceed the sum of estimated abatements for the years granted. The bonds are not subject to the debt limit and do not require an election.

PROPOSAL DETAILS/ANALYSIS:

In anticipation of financing improvements in connection with the Projects, on June 21, 2022, the City Council will hold a public hearing and consider a resolution approving a tax abatement (the “Abatement”) and the issuance of General Obligation Tax Abatement Bonds (the “Bonds”) in an amount not to exceed \$1,110,000. The maximum term of the Bonds and Abatement is proposed at 10 years. The resolution is proposed to include 120 tax parcels for the Abatement area.

Tammy Omdal, from Northland securities, will attend the public hearing on June 21, 2022 to review the proposed bond issue and the tax abatements.

ISSUE BEFORE COUNCIL:

Should the Council adopt resolution calling for the Public Hearing on June 21, 2022 relating to the Tax Abatement Projects ?

FISCAL IMPACT:

The total amount of the annual taxes to be abated by the City on the parcels within the Abatement area must at a minimum be equal to the principal amount of the Bonds, collected over a 10-year term. The term for the abatement levy is anticipated to be set at years 2023 through 2032. The City plans to certify a debt service levy to pay interest on the Bonds.

City of Lake Elmo, Minnesota

\$840,000 G.O. Improvement, Abatement and Utility Revenue Bonds, Series 2022A

Tax Abatement (Ideal Ave & CSAH 15/30th Signal)

Abatement Levy

Date	Total P+I	CIF	105% Levy	Less: Abatement Levy	Net Levy	Levy Year	Collection Year
02/01/2023	11,808.31	(11,808.31)	-	-	-		
02/01/2024	101,905.00	-	107,000.25	75,000.00	32,000.25	2022	2023
02/01/2025	99,955.00	-	104,952.75	75,000.00	29,952.75	2023	2024
02/01/2026	102,930.00	-	108,076.50	80,000.00	28,076.50	2024	2025
02/01/2027	100,690.00	-	105,724.50	80,000.00	25,724.50	2025	2026
02/01/2028	98,330.00	-	103,246.50	80,000.00	23,246.50	2026	2027
02/01/2029	100,890.00	-	105,934.50	85,000.00	20,934.50	2027	2028
02/01/2030	98,170.00	-	103,078.50	85,000.00	18,078.50	2028	2029
02/01/2031	100,322.50	-	105,338.63	90,000.00	15,338.63	2029	2030
02/01/2032	102,172.50	-	107,281.13	95,000.00	12,281.13	2030	2031
02/01/2033	98,657.50	-	103,590.38	95,000.00	8,590.38	2031	2032
Total	\$1,015,830.81	(11,808.31)	\$1,054,223.63	\$840,000.00	\$214,223.63		

Note: With the new debt issuance the City tax rate is projected to remain comparable with the 2022 tax rate, with an estimated 2% - 3% Tax Rate % change increase.

OPTIONS:

- 1) Approve Resolution No. 2022-058 calling public hearing on Tax Abatement
- 2) Do not approve Resolution No. 2022-058 calling public hearing on Tax Abatement

RECOMMENDATION:

Motion to approve Resolution No. 2022-058: A Resolution calling public hearing on the Tax Abatement

ATTACHMENTS:

- Resolution No 2022-058
- Cooperative Cost Share Agreements

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

RESOLUTION 2022-058

**RESOLUTION CALLING FOR A PUBLIC HEARING ON PROPOSED PROPERTY
TAX ABATEMENTS FOR THE PURPOSE OF
ISSUING TAX ABATEMENT BONDS TO
FINANCE CERTAIN PUBLIC IMPROVEMENTS**

WHEREAS, *Minnesota Statutes*, Sections 469.1812 through 469.1815, both inclusive (the “Act”), authorize the City of Lake Elmo, Minnesota (the “City”), upon satisfaction of certain conditions, to approve an abatement of all or a part of the taxes levied by the City on certain property; and

WHEREAS, the City has determined it is the best interest of the City (i) to undertake financing certain public improvements including without limitation the CSAH 15/30th Street Signal and Ideal Avenue (CSAH 13) Phase 2 project with tax abatement bonds authorized by the Act and (ii) to authorize a property tax abatement with respect to various parcels of land that benefit from such public improvements; and

WHEREAS, the Act requires the City to hold a public hearing prior to adoption of a resolution granting any property tax abatements:

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Lake Elmo, Minnesota, as follows:

1. Hearing. A public hearing on the consideration of authorizing a property tax abatement in connection with the issuance of tax abatement bonds will be held at the time and place set forth in the Notice of Hearing attached hereto as **Exhibit A** and hereby made a part hereof.

2. Notice. The City Clerk is hereby authorized and directed to cause notice of said hearing in substantially the form attached hereto as **Exhibit A** to be given one publication in a newspaper of general circulation in the City more than 10 days but less than 30 days before the hearing. The newspaper must be one of general circulation, interest and readership in the City, and must be published at least once per week.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, upon a vote being taken thereon after full discussion thereof, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Mayor

Attest:

City Clerk

STATE OF MINNESOTA)
) ss
WASHINGTON COUNTY)

I, the undersigned, being the duly qualified and acting Clerk of the City of Lake Elmo, Minnesota (the “City”), by reason of my office as City Clerk, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of the City, duly called and held on the date therein indicated, insofar as such minutes relate to the calling of a public hearing on proposed property tax abatements.

WITNESS my hand this _____ day of _____, 2022.

City Clerk

EXHIBIT A

CITY OF LAKE ELMO

NOTICE OF PUBLIC HEARING
REGARDING PROPOSED PROPERTY TAX ABATEMENTS
IN CONNECTION WITH THE ISSUANCE OF TAX ABATEMENT BONDS

NOTICE IS HEREBY GIVEN that the City Council of the City of Lake Elmo, Minnesota (the “City”), will hold a public hearing on Tuesday, June 21, 2022, at a meeting of the City Council beginning on or after 7:00 p.m., Central Time, at the City Hall located at 3800 Laverne Avenue North in the City of Lake Elmo, Minnesota on the proposal to abate all or a portion of property taxes levied by the City on the following parcels (the “Abatement Parcels”):

1602921220005	1602921220017	1602921220010	0902921340004	2402921120037
1602921220006	1602921220018	0902921340018	0902921340003	2402921120038
1602921220007	1602921220032	0902921340017	0902921340002	2402921110011
1602921220008	1602921220021	0902921340016	0902921340001	2402921110012
1602921220009	1602921220022	0902921340015	2402921120023	2402921110013
1602921220011	1602921220023	0902921340011	2402921120024	2402921110014
1602921210001	1602921220024	0902921340012	2402921120025	2402921110015
1602921210002	1602921220025	0902921340013	2402921120026	2402921110016
1602921210003	1602921220026	0902921330015	2402921120027	2402921110017
1602921210004	1602921210015	0902921330016	2402921120028	2402921110018
1602921210005	1602921210016	0902921330017	2402921120029	2402921110019
1602921210007	1602921210017	0902921340005	2402921130008	2402921140006
1602921210008	1602921210018	0902921340006	2402921130009	2402921140007
1602921210006	1602921210019	0902921340007	2402921130010	2402921140008
1602921210009	1602921210020	0902921340008	2402921130011	2402921140009
1602921210010	1602921210021	0902921340009	2402921130012	2402921140010
1602921210011	1602921210022	0902921330013	2402921130013	2402921120030
1602921210012	1602921210023	0902921330012	2402921120039	2402921120031
1602921210013	1602921220027	0902921330011	2402921120040	2402921120032
1602921210014	1602921220028	0902921330010	2402921120041	2402921120033
1602921220012	1602921220029	0902921330009	2402921120042	2402921110010
1602921220013	1602921220030	0902921330014	2402921120034	2402921110009
1602921220014	1602921220031	0902921330020	2402921120035	2402921110008
1602921220015	1602921220016	0902921330008	2402921120036	2402921110007

The purpose of the proposed abatement is to undertake financing certain public improvements including without limitation the CSAH 15/30th Street Signal and Ideal Avenue (CSAH 13) Phase 2 project.

At the public hearing, the Council will consider an abatement resolution under which the City will collect the City’s share of property taxes from the Abatement Parcels for a maximum of 10 years each, and use those revenues to pay for certain public improvements including without limitation

the CSAH 15/30th Street Signal and Ideal Avenue (CSAH 13) Phase 2 project. The total amount of abatement is estimated not to exceed \$1,010,000, representing the aggregate abatement dollars to be collected and transferred to the City over a maximum of 10 years.

The proposed abatement bonds will not affect tax rates for the Abatement Parcels or otherwise impact taxation of the Abatement Parcels differently from other parcels in the City.

All interested persons may appear at the public hearing on June 21, 2022, and present their views orally or prior to the meeting in writing.

**COOPERATIVE AGREEMENT BETWEEN THE CITY OF
LAKE ELMO AND WASHINGTON COUNTY FOR CONSTRUCTION COST OF
COUNTY STATE AID HIGHWAY (CSAH) 13, FROM 800 FEET NORTH OF
CSAH 14 to 44TH STREET NORTH**

WASHINGTON COUNTY	
CONTRACT NO.	14179
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 County State Aid Highway (CSAH) 13 (Ideal Avenue N.) from 800 feet N. of CSAH 14 (34th Street N.) to 44th Street N. in the Cities of Lake Elmo and Oakdale, herein referred to as the "Project" and shown in Exhibit A; and

WHEREAS, items 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 the City of Oakdale to reflect their contribution to the project; and

WHEREAS, the Cities of Lake Elmo and Oakdale have entered into a separate cost share agreement with each other; 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 (Estimated Cost Splits), Exhibit C (Estimated Cost Splits Map), and Exhibit D (City-City Agreement).

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 082-613-042 (CSAH 13).
3. The following City project number have been assigned to the Project: 2018.135.

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. With the exception of City owned property, 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. Any Project changes and/or modifications that may affect the City's cost related to the Project will also be determined by Policy #8001. The City's estimated 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 NO.	ITEM	TOTAL COST	CITY OF LAKE ELMO SHARE	CITY OF LAKE ELMO COST
1	Construction	\$4,287,145	See Exhibit B	\$381,753
2	Design Engineering	\$700,000	See Exhibit B	\$63,140
3	Construction Engineering/Contract Administration	\$342,971	8% of Construction Cost Share	\$30,540
4	Right of Way	\$355,000	See Exhibit B	\$165,000
5	County Furnished Material	\$0	0%	\$0
6	TOTAL ESTIMATED COST	\$5,685,116		\$640,433
7	CITIES AGREEMENT (1)			(\$235,057)
8	BMP CREDIT (2)			(\$37,658)
9	TOTAL ESTIMATED CITY OF LAKE ELMO COST			\$367,718

(1) The Cities of Oakdale and Lake Elmo have entered into a separate agreement, see Exhibit D, that states that the cities will split the city's cost share of the reconstruction of CSAH 13, as determined by Washington County, with the City of Oakdale's share being 56% and the City of Lake Elmo's share being 44%. Based on estimated costs, the total combined cities cost share is \$921,308

(2) A credit will be provided to the City of Lake Elmo for property acquired and/or Drainage and Utility Easements acquired on city owned parcels for the construction of storm water BMP-1 and storm water BMP-2. The financial value of the 1.21 acres will be appraised and a credit will be applied in the amount of the appraised value, less Lake Elmo's percentage cost share in the BMP construction.

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

1. Construction and Construction Engineering/Contract Administration
 - a. 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, less the credit amount for the acquisition of City property. If the BMP Credit amount exceeds the County's invoice of the City's 10 percent, the remaining amount of BMP Credit will be applied to the next partial estimate(s).
 - 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.
 - c. 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

Commissioner Wayne A. Johnson 2/24/2022
Chair Date
Board of Commissioners

Kevin Corbid 2/25/2022
Kevin Corbid Date
County Administrator

Approved as to form:

Jessica L. Oertel 2/14/2022
Assistant County Attorney Date

CITY OF LAKE ELMO

Chris Cashbeck 8/17/2021
Mayor Date

Kenn Huet 8/17/21
City Administrator Date

Approved as to form:

Sam Jorsella 8-17-2021
City Attorney Date

**CSAH 13 (IDEAL AVE N)
800' NORTH OF CSAH 14
TO 44TH ST N**

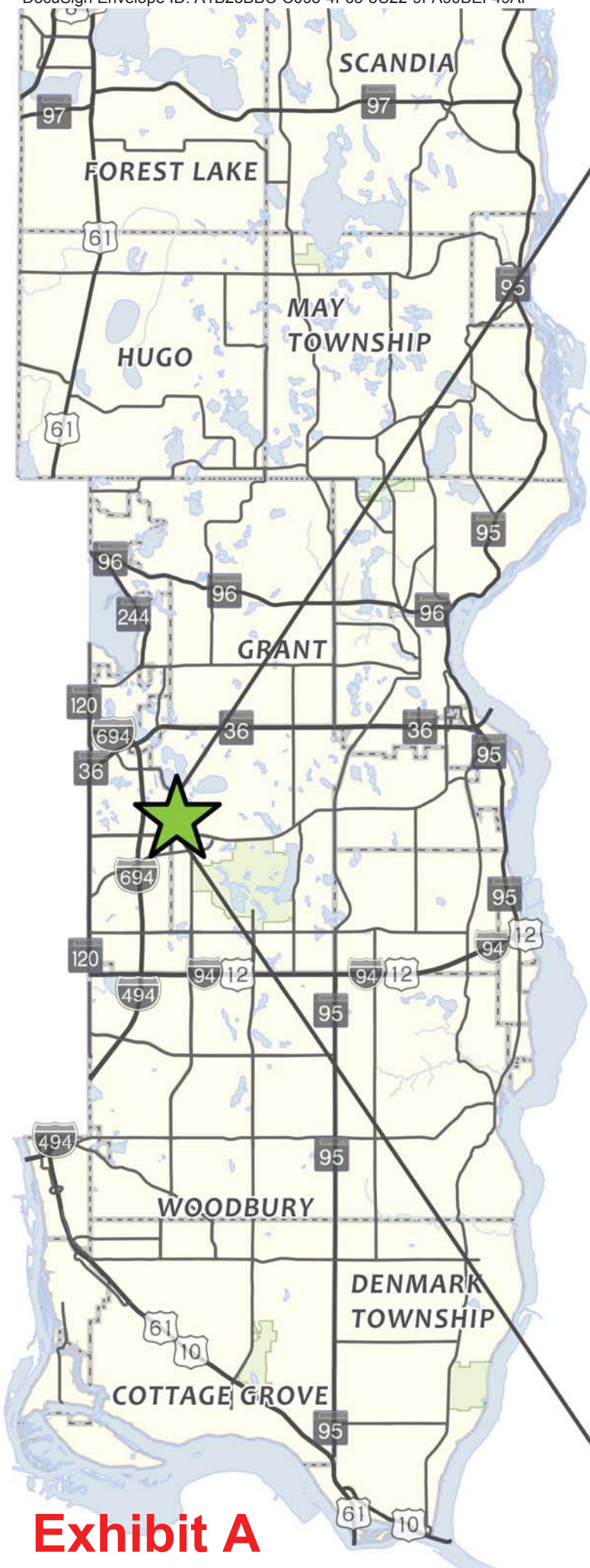


Exhibit A

OPINION OF PROBABLE COST

R111310 - CSAH 13 - CSAH 14 to 48h Study(Agromental)Exhibit B Estimated Cost Split v2 Ltr.14

Exhibit B

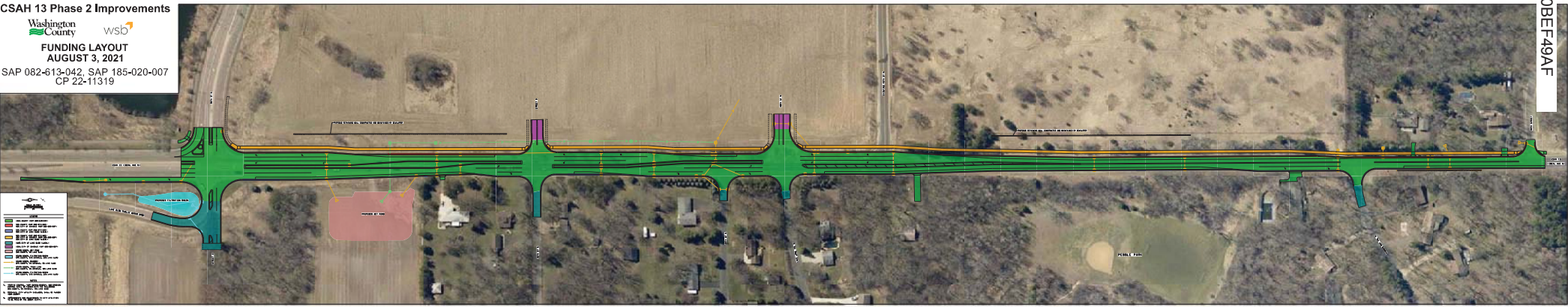
OPINION OF PROBABLE COST																										
PROJECT																										
COUNTY PROJ. NO. W98 PROJ. NO. 04/16																										
CITY OF LAKE ELMO																										
Item Number	Description	Notes	Unit	Unit Price	PROJECT TOTAL		WASHINGTON COUNTY		CITY OF GARDALE		NON-PARTICIPATING		CITY OF LAKE ELMO		50% COUNTY S&P 08/24/13-04/2 25% GARDALE S&P 18/5-08/07 25% LAKE ELMO (LOCAL)		80% COUNTY S&P 08/24/13-04/2 1% GARDALE S&P 18/5-08/07 1% LAKE ELMO (LOCAL)		ROADWAY 87% S&P 08/24/13-04/2 4% S&P 18/5-04/07 9% LAKE ELMO (LOCAL)		TRUNK LINE 62% S&P 08/24/13-04/2 3% S&P 18/5-04/07 35% LAKE ELMO (LOCAL)		BMP 1 - WET POND 94% S&P 08/24/13-04/2 6% LAKE ELMO (LOCAL)		BMP 3 - FILTRATION BASIN 57% S&P 08/24/13-04/2 21% S&P 18/5-04/07 22% LAKE ELMO (LOCAL)	
					Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost
2506.902	CONST DRAINAGE STRUCTURE DESIGN SPEC 3		EACH	\$100.00	3	\$300.00																				
2506.902	CONST DRAINAGE STRUCTURE DESIGN SPEC 4		EACH	\$3,425.00	1	\$3,425.00																				
2506.902	CASTING ASSEMBLY		EACH	\$1,100.00	67	\$7,700.00																				
2506.902	ADJUST FRAME & RING CASTING		EACH	\$500.00	4	\$2,000.00																				
2506.903	CONST DRAINAGE STRUCTURE DESIGN D		LN FT	\$490.00	91	\$40,990.00																				
2506.903	CONST DRAINAGE STRUCTURE DESIGN 8C-H		LN FT	\$712.00	17	\$12,104.00																				
2506.903	CONST DRAINAGE STRUCTURE DESIGN 8A-4020		LN FT	\$466.00	210	\$94,500.00																				
2506.903	CONST DRAINAGE STRUCTURE DESIGN 8A-4020		LN FT	\$960.00	64	\$59,400.00																				
2506.902	INSTALL CATCH BASIN		EACH	\$2,900.00	2	\$5,800.00																				
2506.902	CONNECT INTO EXISTING DRAINAGE STRUCTURE		EACH	\$1,000.00	7	\$7,000.00																				
2511.504	GEOTEXTILE FILTER TYPE 4		SQ YD	\$5.00	65	\$425.00																				
2511.507	RANDOM REINFORC CLASS III		CU YD	\$125.00	25	\$3,125.00																				
2521.516	4" CONCRETE WALK	(2)	SQ FT	\$7.00	10,507	\$73,549.00			10,507	\$73,549.00																
2521.516	4" CONCRETE WALK		SQ FT	\$4.00	1,920	\$2,480.00			910	\$7,160.00																
2521.516	7" REINFORCED WALK		SQ FT	\$1.50	75,168	\$45,102.00			349	\$523.50																
2531.503	CONCRETE CURB & GUTTER DESIGN SPECIAL 1	(28)	LN FT	\$30.00	139	\$4,170.00																				
2531.503	CONCRETE CURB & GUTTER DESIGN SPECIAL 2	(29)	LN FT	\$25.00	30	\$750.00							30	\$750.00												
2531.503	CONCRETE CURB & GUTTER DESIGN BA12		LN FT	\$25.00	130	\$3,250.00							130	\$3,250.00												
2531.503	CONCRETE CURB & GUTTER DESIGN BA14		LN FT	\$10.00	11,623	\$226,530.00			7,533	\$143,127.00			2,094	\$39,216.00												
2531.503	CONCRETE CURB & GUTTER DESIGN BA16		LN FT	\$23.00	494	\$10,872.00							494	\$10,872.00												
2531.504	6" CONCRETE DRIVEWAY PAVEMENT		SQ YD	\$80.00	69	\$5,520.00			69	\$5,520.00																
2531.516	TRUNCATED DOWNS		SQ FT	\$90.00	279	\$13,950.00			48	\$2,400.00																
2540.802	MAIL BOX SUPPORT	(14)	EACH	\$200.00	6	\$1,200.00			6	\$1,200.00																
2554.802	END TREATMENT - TANGENT TERMINAL		EACH	\$2,700.00	2	\$5,400.00																				
2564.903	TRAFFIC BARRIER DESIGN TYPE 31	(18)	LN FT	\$25.00	263	\$6,040.00																				
2567.903	WIRE FENCE DESIGN SPECIAL VINYL COATED	(21)	LN FT	\$80.00	240	\$19,200.00																				
2568.901	TRAFFIC CONTROL SUPERVISOR		LUMP SUM	\$10,000.00	1	\$10,000.00			0.57	\$5,700.00			0.04	\$400.00			0.06	\$600.00			0.16	\$1,600.00			0.03	\$300.00
2568.901	TRAFFIC CONTROL SUPERVISOR	(8)	LUMP SUM	\$75,000.00	1	\$75,000.00			0.87	\$42,750.00			0.84	\$3,000.00			0.09	\$4,500.00			0.19	\$1,260.00			0.03	\$2,250.00
2568.902	FLEXIBLE DELINEATORS TYPE A	(13)	EACH	\$750.00	13	\$9,750.00																				
2568.910	FLASHER	(12)	HOUR	\$15.00	288	\$1,800.00																				
2568.913	PORTABLE CHANGEABLE MESSAGE SIGN		UNIT DAY	\$115.00	80	\$9,200.00																				
2568.916	CONSTRUCTION SIGN-SPECIAL	(11)	SQ FT	\$22.00	75	\$1,650.00																				
2568.916	SIGN PANELS TYPE C		SQ FT	\$58.00	268	\$15,544.00			268	\$15,544.00																
2568.922	INSTALL SIGN TYPE SPECIAL		EACH	\$75.00	6	\$450.00			6	\$450.00																
2568.922	ILLUMINATOR - BARRIER PANEL		EACH	\$50.00	6	\$450.00			6	\$450.00																
2571.804	GEOTEXTILE WEED BARRIER FABRIC	(22)	SQ YD	\$10.75	408	\$4,386.00																				
2572.903	TEMPORARY FENCE	(30)	LN FT	\$2.50	2,200	\$5,500.00			2,200	\$5,500.00																
2572.903	CLEAN ROOF CUTTING	(30)	LN FT	\$1.00	4,400	\$17,600.00			4,400	\$17,600.00																
2573.901	STABILIZED CONSTRUCTION EXT		LUMP SUM	\$7,800.00	1	\$7,800.00			0.57	\$5,700.00			0.04	\$400.00			0.06	\$600.00			0.16	\$1,600.00			0.03	\$300.00
2573.901	EROSION CONTROL SUPERVISOR		LUMP SUM	\$10,000.00	1	\$10,000.00																				
2573.902	STORM DRAINAGE PROTECTION		EACH	\$200.00	75	\$15,000.00																				
2573.902	CULVERT END CONTROLS		EACH	\$300.00	3	\$900.00																				
2573.903	SOIL FENCE TYPE HI		LN FT	\$4.00	667	\$2,668.00																				
2573.903	SOIL FENCE TYPE HIB		LN FT	\$2.00	5,490	\$10,980.00																				
2573.903	SEDIMENT CONTROL LOG TYPE WOOD FIBER	(10)	LN FT	\$5.00	2,478	\$12,390.00																				
2573.903	SEDIMENT CONTROL LOG TYPE COMPOST	(10)	LN FT	\$4.00	209	\$836.00																				
2574.905	SOIL BED PREPARATION		ACRE	\$240.00	8	\$1,920.00			8	\$1,920.00																
2574.906	FERTILIZER TYPE 3		POUNDS	\$1.50	2,322	\$3,483.00			2,322	\$3,483.00																
2574.906	FERTILIZER TYPE 4		POUNDS	\$1.00	114	\$114.00																				
2575.904	ROLLED EROSION PREVENTION CATEGORY 15		SQ YD	\$2.00	7,307	\$14,614.00																				
2575.904	ROLLED EROSION PREVENTION CATEGORY 20		SQ YD	\$2.00	54,600	\$109,200.00																				
2575.905	SEEDING		ACRE	\$300.00	8	\$2,400.00			8	\$2,400.00																
2575.905	WEED SPRAYING	(9)	ACRE	\$500.00	8	\$4,000.00			8	\$4,000.00																
2575.906	WEED SPRAY MIXTURE	(9)	GALLON	\$91.00	5	\$455.00			5	\$455.00																
2575.907	MULCH MATERIAL TYPE 9		CU YD	\$140.00	68	\$9,520.00																				
2575.908	SEED MIXTURE 25 - 131		POUNDS	\$4.00	435	\$1,740.00			435	\$1,740.00																
2575.908	SEED MIXTURE 25 - 141		POUNDS	\$5.00	278	\$1,390.00			278	\$1,390.00																
2575.908	SEED MIXTURE 33 - 261		POUNDS	\$26.00	27	\$702.00																				
2575.908	HYDRAULIC STABILIZED FIBER MATRIX		POUNDS	\$1.00	5,908	\$5,908.00			5,908	\$5,908.00																
2575.923	WATER		MGAL	\$33.00	1,000	\$33,000.00			1,000	\$33,000.00																
2575.924	RAPID STABILIZATION METHOD 3	(31)	MGAL	\$655.00	25	\$16,375.00																				
2582.903	4" SOLID LINE MULTI COMP GR IN (WR)		LN FT	\$6.75	16,308	\$110,277.00			16,078	\$108,520.50			230	\$1,552.50												
2582.903	4" SOLID LINE MULTI COMP GR IN (WR)		LN FT	\$14.00	214	\$2,996.00			214	\$2,996.00																
2582.903	4" BROKEN LINE MULTI COMP GR IN (WR)		LN FT	\$5.75	114	\$655.50							114	\$655.50												
2582.903	4" OLE SOLID LINE MULTI COMP GR IN (WR)		LN FT	\$1.15	3,385	\$3,891.75			3,041	\$3,497.15			160	\$1,840.00												
2582.903	24" SOLID LINE PREF THINNO GR IN		LN FT	\$26.00	16	\$416.00						165	\$1,695.75													

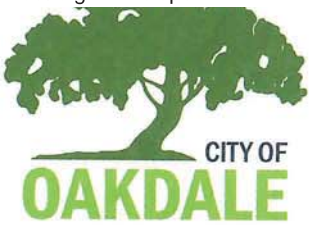
Exhibit B

OPINION OF PROBABLE COST																																										
PROJECT:		CSAH 13 PHASE 2 IMPROVEMENTS																																								
COUNTY PROJ. NO.:		SAP 082-013-042, SAP 185-020-007																																								
WISB PROJ. NO.:		CP 25-1319																																								
DATE:		01/03/2009																																								
		8/4/2021																																								
Item Number	Description	Notes	Unit	Unit Price	PROJECT TOTAL		WASHINGTON COUNTY				CITY OF OAKDALE				CITY OF LAKE ELMO				STORM SEWER																							
							ROADWAY		SAP 082-013-042	ROADWAY		SAP 185-020-007	NON-PARTICIPATING		NON-PARTICIPATING		50% COUNTY SAP 082-013-042 25% OAKDALE SAP 185-020-007 25% LAKE ELMO (LOCAL)		80% COUNTY SAP 082-013-042 1% OAKDALE SAP 185-020-007 1% LAKE ELMO (LOCAL)		ROADWAY		TRUNK LINE		BMP 1 - WET POND		BMP 3 - FILTRATION BASIN															
					Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost		Estimated Quantity	Estimated Cost		Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost														
							Washington County		City of Oakdale		City of Lake Elmo		Total												BMP Credits																	
							Construction		\$	3,753,563	\$	201,820	\$	381,793	\$	4,237,145	Storm Water BMP 1		Storm Water BMP 2		Acres		Acres		Acres		Acres															
							Const. Admin.		\$	296,285	\$	16,146	\$	30,540	\$	342,971	Valve		Valve		\$		\$		\$		\$															
							Right of Way		\$	160,000	\$	30,000	\$	195,000	\$	355,000	City of Lake Elmo's Contributing Flow %		City of Lake Elmo's Contributing Flow %		4%		4%		22%		22%															
							Design		\$	603,960	\$	32,900	\$	63,140	\$	700,000	Estimated		Estimated		\$		\$		\$		\$															
							Total		\$	4,763,808	\$	280,875	\$	640,433	\$	5,685,116	BMP Credit		BMP Credit		\$		\$		\$		\$															
							City-City Agreement				56%	\$	515,932	44%	\$	405,376																										
							BMP Credits		\$	37,658			\$	(37,658)																												
							Total		\$	4,801,466	\$	515,932	\$	387,718	\$	5,685,116																										

*The value of the city property will be appraised. The BMP credit table will be updated based on the appraised value.

Exhibit C





1584 Hadley Avenue N | Oakdale, MN 55128
651-739-5086 | www.ci.oakdale.mn.us

October 5, 2020

Kristina Handt, City Administrator
City of Lake Elmo
3800 Lavern Avenue North, Suite 100
Lake Elmo, MN 55042

SUBJECT: COUNTY ROAD 13 AND SANITARY SEWER EXTENSION (Revised 4p)

Dear Kristina:

Thank you to you, Mayor Pearson, and city staff for the productive meeting held at Oakdale City Hall on September 1, 2020. As a result of that discussion and subsequent communications, the City of Oakdale and Lake Elmo agree to the following:

1. The City of Oakdale will complete, and the City of Lake Elmo will pay the full cost of, both a sanitary service utility rate study and capital improvement study for determining the requirements for providing the 180-acre area in Lake Elmo with sanitary sewer service.
2. The City of Oakdale and Lake Elmo will work toward a cost sharing arrangement related to providing the 180-acre area in Lake Elmo with sanitary sewer service.
3. When approved by the Oakdale City Council, it is anticipated that we will provide the capacity and access to the lift station, which will be completed within 15 months, so Lake Elmo can extend the sewer to service the area.
4. The City of Lake Elmo will not issue planning or building permits for residential development for the 180-acre area for a period of 48 months, beginning from the date of completion of the sanitary service required to serve the 180-acre area.
5. The cities of Oakdale and Lake Elmo will split the city's share of the reconstruction of CSAH 13, as determined by Washington County, with Oakdale's share being 56% and Lake Elmo's share being 44%.

Sincerely,

Christina M. Volkers,
City Administrator

**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 Date
County Administrator

Approved as to form:

Assistant County Attorney Date

CITY OF LAKE ELMO

Mayor Date

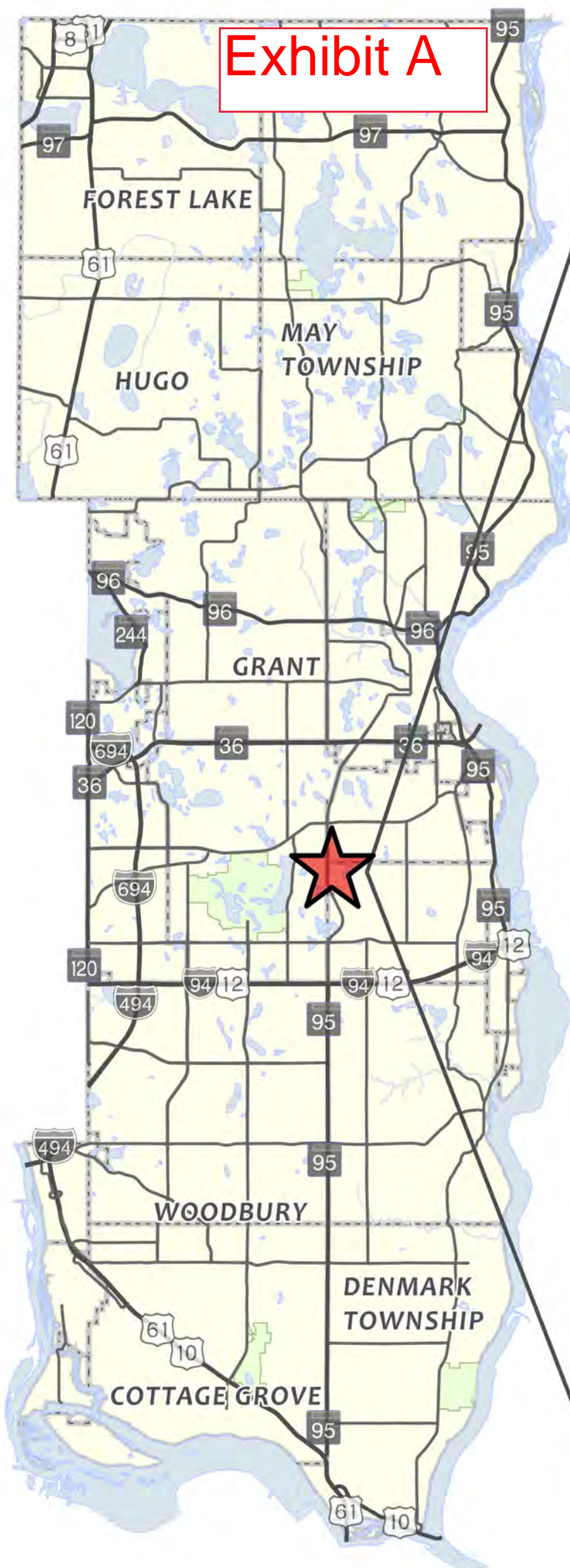
City Administrator Date

Approved as to form:

City Attorney Date

Exhibit A

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



							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

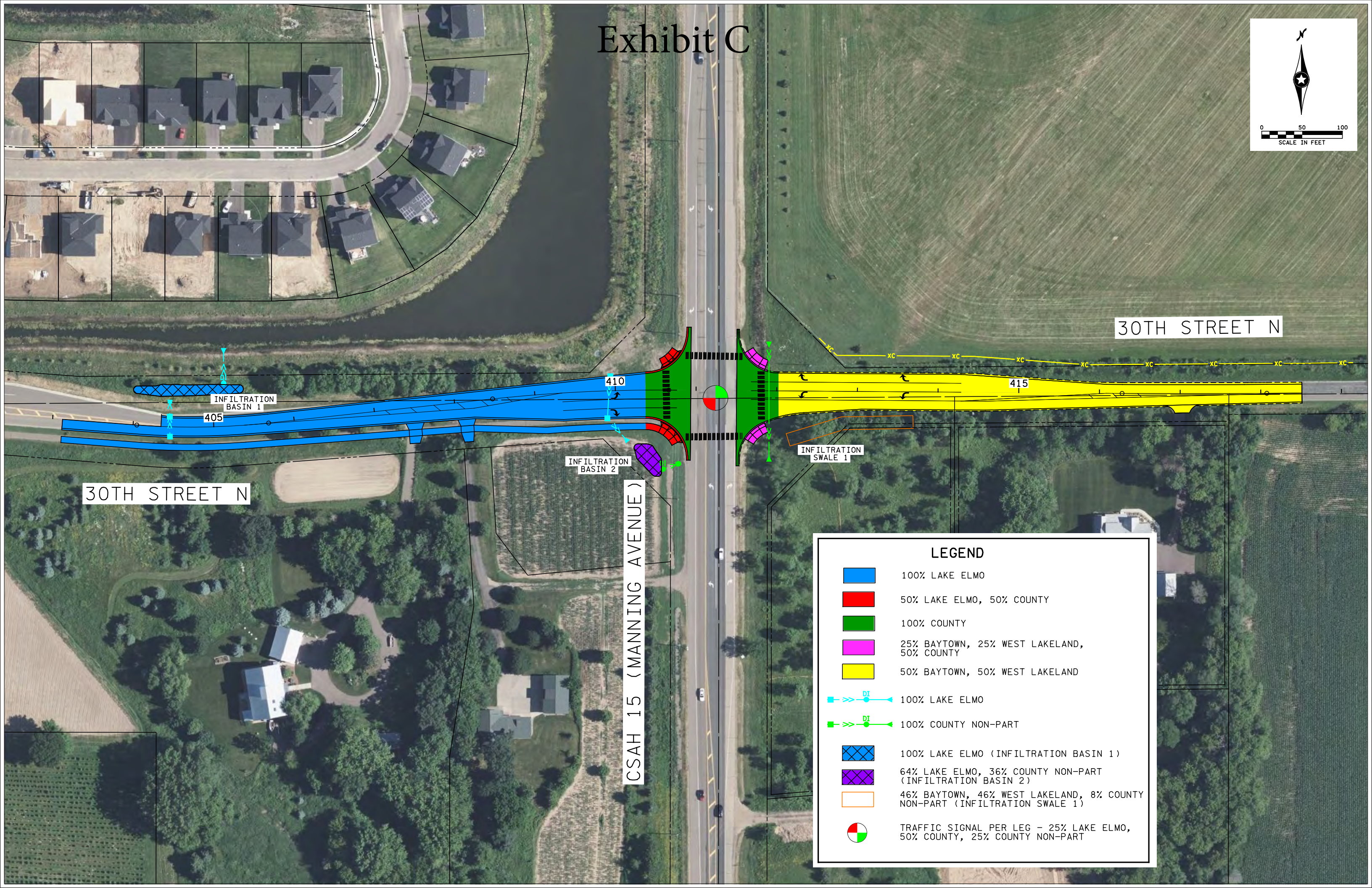
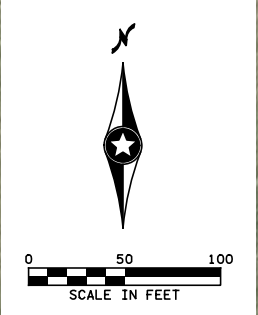
WASHINGTON COUNTY

							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



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



STAFF REPORT

DATE: 6/7/2022

REGULAR

TO: City Council
FROM: Molly Just, Planning Director
AGENDA ITEM: Comprehensive Plan Amendments – MUSA Boundary Change, Update to City's Wastewater Facilities and Land Use Plans – (34th Street and Ideal Avenue)

BACKGROUND:

The subject property is a portion of the land the City received from 3M in 2019 as part of a legal settlement. Based on the location of the property and with prime access to the highway system the City Council voted and took steps to take advantage of the opportunity to develop the property to its potential and contribute positively to the tax base in Lake Elmo. On June 2nd 2020 the City Council approved the necessary Comprehensive Plan amendments to achieve this objective for the 65 acres south of 34th Street. On April 5, 2022 the City Council directed staff to pursue, through the Planning Commission, the subject amendments on the approximately 110 acres on the north side of 34th Street.

The City will then pursue sale and development of the property consistent with the subject Comprehensive Plan amendments. These land use and sewer plan changes, however, require City Council and Metropolitan Council approval of several changes to the 2040 Comprehensive Plan. The changes are required because this part of Lake Elmo is not included in the MUSA nor had the City included this area in the Wastewater calculations in the 2040 Comprehensive Plan. The proposed comprehensive plan amendments require a 4/5th affirmative vote by the City Council and approval by the Metropolitan Council.

ISSUE BEFORE THE CITY COUNCIL:

Should the City amend the land use designations of the subject property and expand the MUSA Boundary and other relevant sections and elements of the 2040 Comprehensive Plan in order to achieve the desired objectives?

PROPOSAL DETAILS/ANALYSIS:

The decision to change or amend the Comprehensive Plan is a policy matter for the Planning Commission to make a recommendation on to the City Council. The City should base any change to the Comprehensive Plan on findings and criteria to show that the change would be consistent with the goals and policies of the City. Such criteria may include that proposed Comprehensive Plan amendment would be consistent with the spirit and intent of the Comprehensive Plan and it would be beneficial to existing and future residents by providing another location for commercial and business park development on a site with access on an arterial roadway.

Comprehensive Plan Amendments

Amendment to Land Use Designations of the Future Land Use Plan. The proposed land use designation changes are as follows:

- 11.5 acres from Parks to Institutional for the City of Lake Elmo Public Works Department;
- 72 acres from RAD (rural area development) to BP (business park);
- 14 acres from RAD (rural area development) to LDR (low density residential);
- 8 acres from RAD (rural area development) to Park; and
- 4.7 acres from RAD (rural area development) to Commercial.

Amendment to the MUSA Boundary. The MUSA Boundaries for the sanitary sewer service areas in the City of Lake Elmo are depicted on the attached maps from the 2040 Comprehensive Plan. The subject property is not now included in the MUSA. The City needs to change the MUSA boundary on all relevant maps in the Comprehensive Plan in order for the property to be eligible to have municipal sanitary sewer when it develops.

Amendment to Wastewater Services and Facilities Plan. The City also will need to amend the Wastewater Services and Facilities Plan in the 2040 Comprehensive Plan to accommodate sewer development on this site. As part of the amendment process, the City will need to amend several tables in the Comprehensive Plan to show the additional properties connected to the sanitary sewer system.

PUBLIC COMMENT:

A hearing notice was published in the Stillwater Gazette on May 13, 2022. Mailed notices to owners of property within 350' of the site were delivered to the Post Office prior to that date. Staff received no comments from the public on the proposed amendments. At their May 23, 2022 meeting, the Planning Commission conducted a public hearing. There were two members of the public who spoke.

1. Geraldine Breheim (8415 38th St N) stated that she would want the north side original land buffer lines and original trees to be kept.
2. Adam Ghormley (8261 38th St N) stated the he would ask that the trees stay, and he offered to buy the 40' beyond his property to be able to keep the buffer /trees. He also stated that a business park designation is a poorly chosen designation.

Commissioners noted that the amount of business park development proposed is too intense for this area, is not a benefit to the City, and that the Planning Commission previously endorsed more parks development on this property. After some discussion and consideration, the Planning Commission voted to recommend approval of only the amendment to add the subject property to the MUSA, presuming a less intense use of the property. A motion to recommend approval of the subject amendments to the Future Land Use Plan to reguide the property to the proposed land use designations failed. (Vote: 2-4 (Commissioners Graen, Mueller, Rehkamp, Vrieze – Nay)

Recommended Findings – Comprehensive Plan Amendment. Staff recommends the following findings:

1. That the City Council has submitted a request to the City of Lake Elmo to amend the Comprehensive Plan in accordance with the procedures as established by the Lake Elmo Planning Department and the Lake Elmo City Code; and
2. That the request is to expand the MUSA and amend the Future Land Use Designation for the approximately 110 acres of City-owned land located on the north side of 34th Street and east of Ideal Avenue from:
 - 11.5 acres from Parks to Institutional for the City of Lake Elmo Public Works Department;
 - 72 acres from RAD (rural area development) to BP (business park);
 - 14 acres from RAD (rural area development) to LDR (low density residential);
 - 8 acres from RAD (rural area development) to Park; and
 - 4.7 acres from RAD (rural area development) to Commercial.
3. That the request is to amend text, maps and tables in the City's Water Services and Facilities Plan to accommodate the expanded sanitary sewer area.
4. That the proposed amendments are consistent with the overall goals and objectives of the Lake Elmo Comprehensive Plan by providing additional areas for commercial and business park development; and
5. That the City believes the proposed land use designations are the highest and best use of the property; and
6. That the proposed Comprehensive Plan Amendments would be beneficial by providing another location for commercial and business park uses on an arterial street not currently available in Lake Elmo.

Staff recommends the following condition of approval:

1. Submission of the Comprehensive Plan Amendment to the Metropolitan Council and the receipt of formal notification from the Metropolitan Council that they have reviewed and approved the proposed amendments.

FISCAL IMPACT:

None. There is no impact to amending the Comprehensive Plan. The cost of developing the subject property consistent with the proposed amendments would be borne by the developer of the property. The City would benefit from the expanded commercial tax base.

RECOMMENDATIONS:

Staff recommends approval of an amendment to the Future Land Use Plan of the Comprehensive Plan, re-guiding the aforementioned City-owned property in accordance with the listed findings, based on the recommended findings and condition of approval.

“Motion to adopt a resolution approving the subject amendments to the Future Land Use Plan re-guiding approximately 110 acres of City-owned land located north of 34th Street and east of Ideal Avenue to the land use designations listed in the listed findings, based on the recommended findings and condition of approval.”

The above motion failed at the Planning Commission (Vote 2-4, Motion Failed (Commissioners Graen, Mueller, Rehkamp, Vrieze – Nay))

Additionally, Staff recommend and the Planning Commission recommend approval of any necessary amendments to the Land Use Plan and to the Wastewater Services and Facilities Plan of the 2040 Comprehensive Plan by adding the approximately 110 acres of City-owned property on the north side of 34th Street and east of Ideal Avenue to the City's sanitary sewer area.

“Motion to adopt a resolution approving the necessary amendments to the 2040 Lake Elmo Comprehensive Plan (including those to the Land Use Plan, MUSA boundaries and Wastewater Services Plan) to add the approximately 110 acres of City owned land located north of 34th Street and east of Ideal Avenue to the City's sanitary sewer area and authorize City staff to submit the proposed Comprehensive Plan Amendments to the Metropolitan Council.”

City staff is recommending these changes based on the findings listed in the staff report and is subject to the condition listed in the staff report.

ATTACHMENTS:

Comprehensive Plan Pages:

Existing & Proposed MUSA Map Page 3-11

Existing Future Land Use Map Page 3-17

Proposed Future Land Use Map

Existing & Proposed MUSA Growth & Phasing Plan Page 3-24

Existing and Proposed Future Sanitary Sewer System Page 9-5

Revised Population & Household Projections Table 3-4

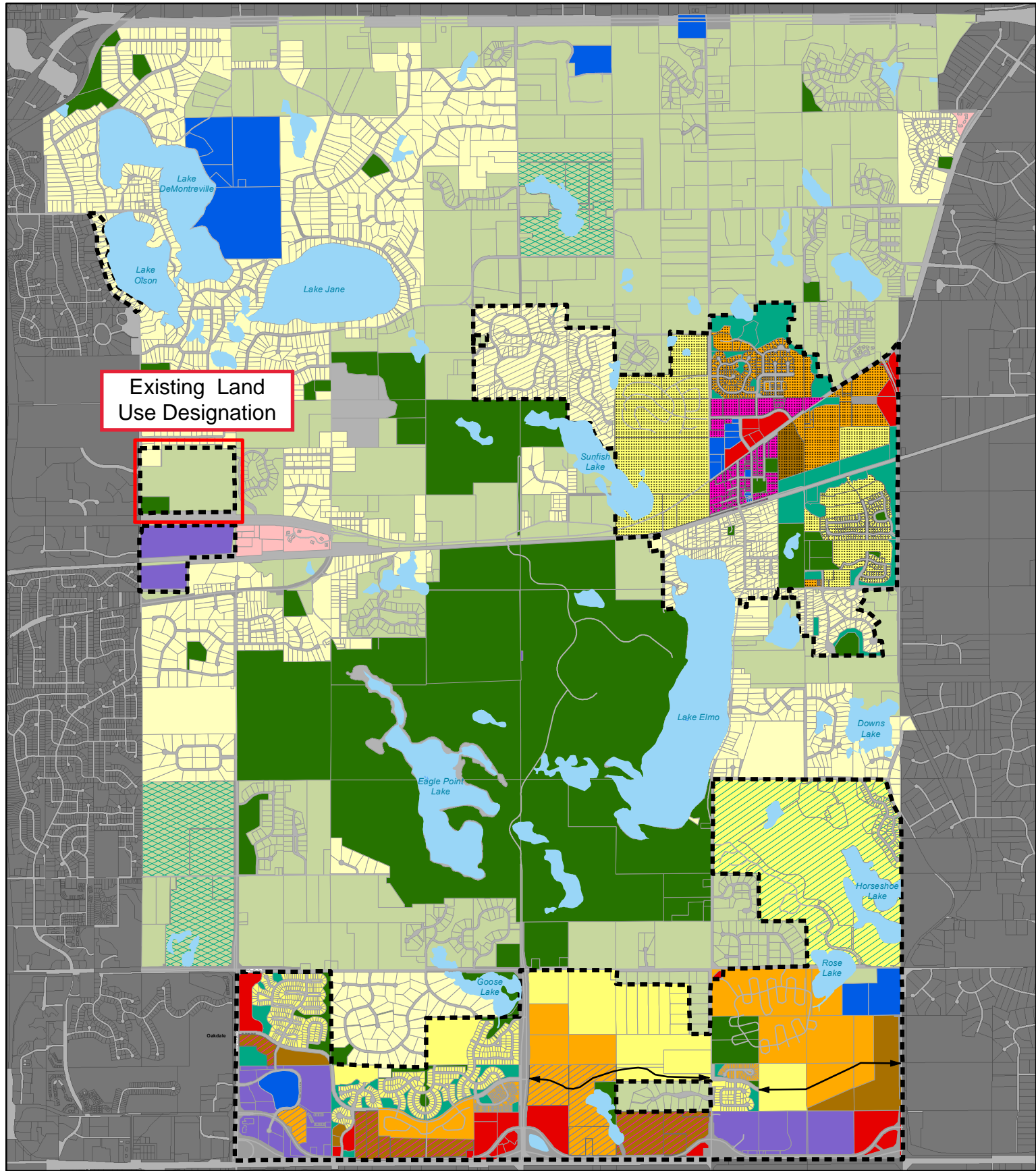
Table 9-2

Table 9-3 and Table 9-4

Resolution 2022-059 approving amendments to the Land Use Map

Resolution 2022-060 approving amendment to the MUSA Boundaries and Wastewater Services Elements.

Existing Land Use Map



Existing Land Use Designation

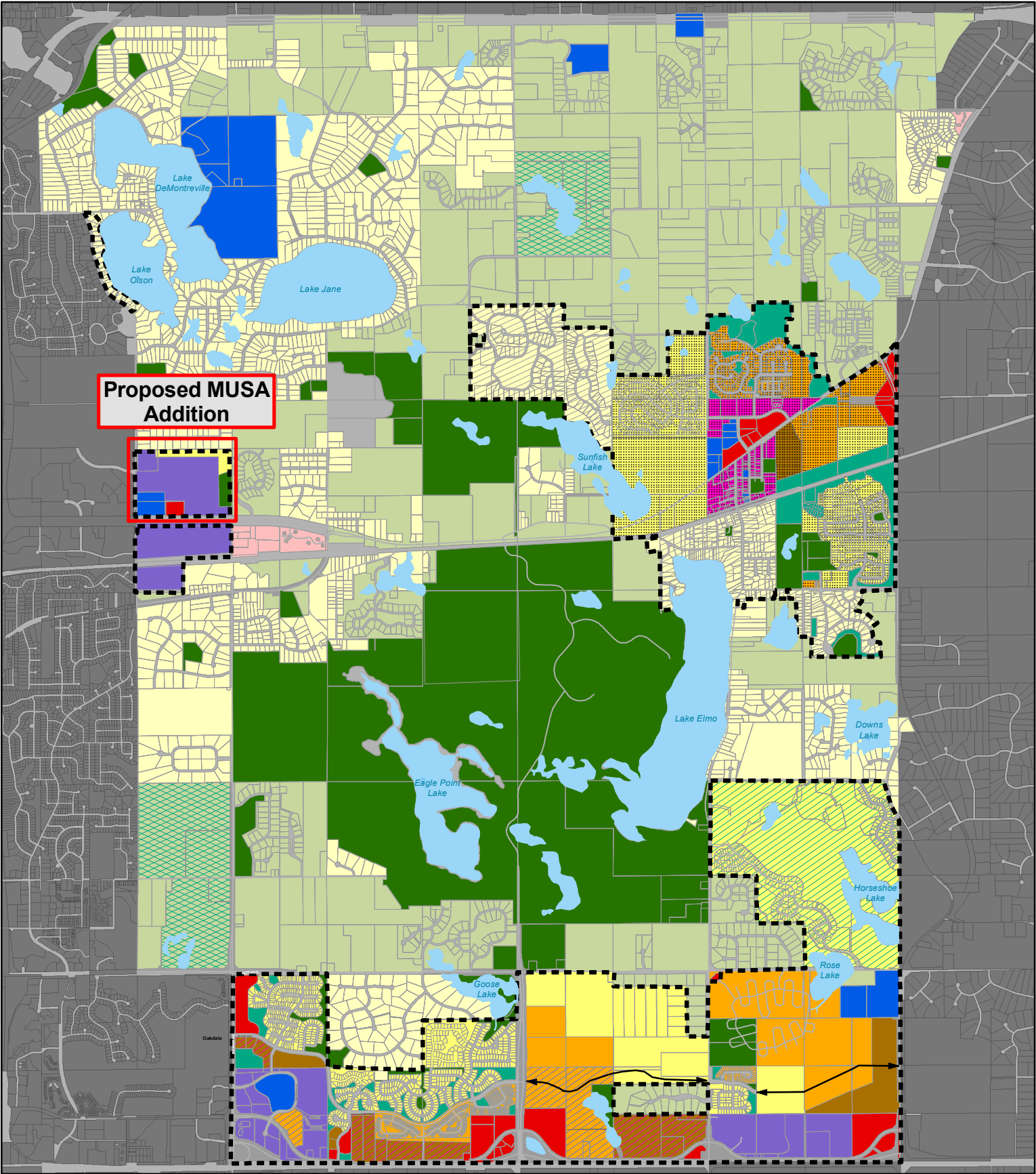
Existing Land Use

0 1800 3600 5400 7200 Ft

Map Date: May, 2022

- | | | | | | |
|------|-----|-------|-------|---------------|-----------------|
| PSP | AP | GC | MU-BP | V-HDR | C |
| ROW | RAD | LDR | MU-C | V-MU | Closed Landfill |
| RSF | MDR | V-LDR | LB | Institutional | Park |
| RSFS | HDR | V-MDR | BP | | |
- MUSA Boundary Planned Roadway (Parkway)

Future Land Use Map



2040 Future
Land Use

0 1800 3600 5400 7200 Ft

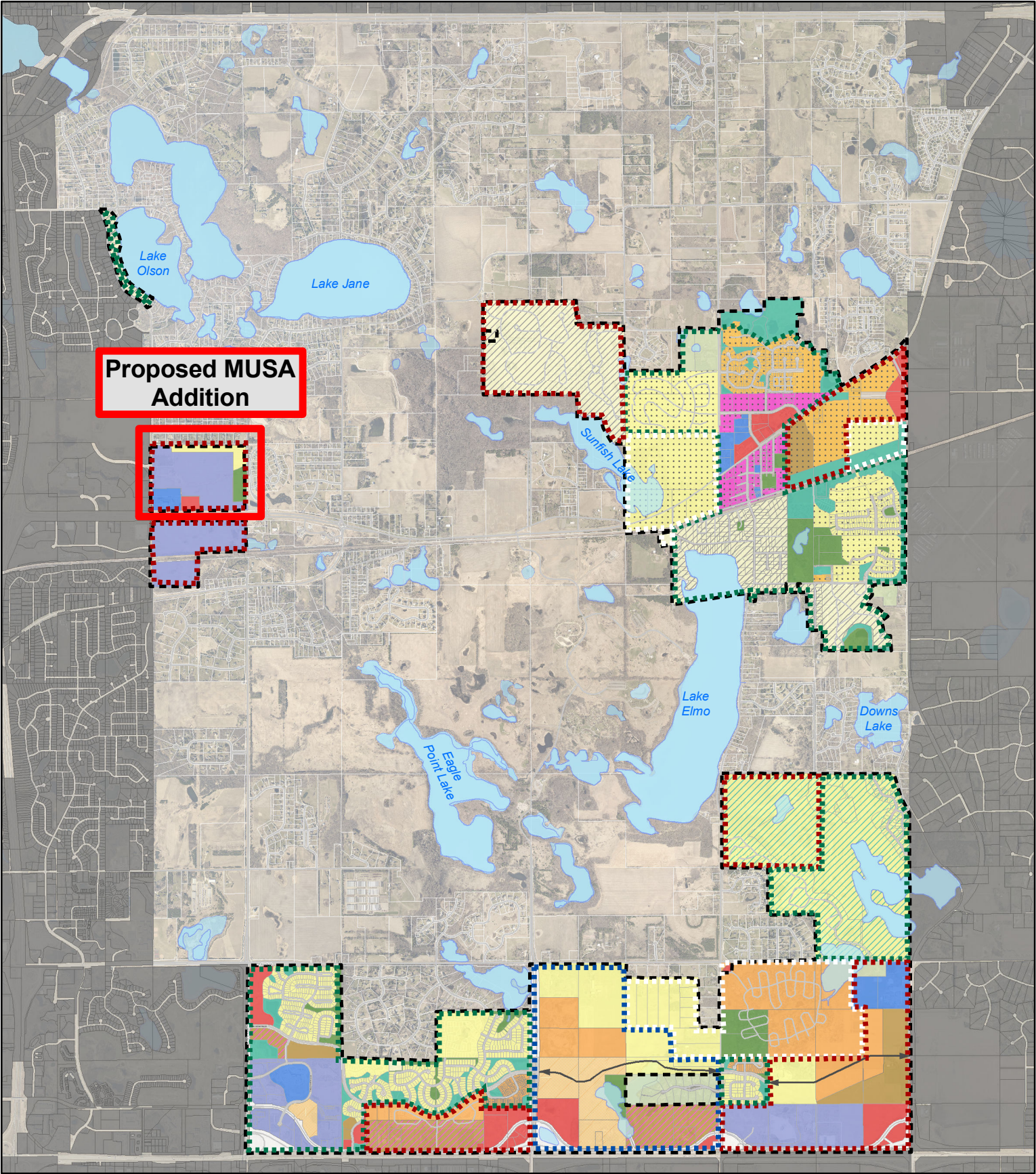


- | | | | | | |
|------|-----|-------|-------|---------------|-----------------|
| PSP | AP | GC | MU-BP | V-HDR | C |
| ROW | RAD | LDR | MU-C | V-MU | Closed Landfill |
| RSF | MDR | V-LDR | LB | Institutional | Park |
| RSFS | HDR | V-MDR | BP | | |

--- MUSA Boundary

→ Planned Roadway (Parkway)

Map 3-7 MUSA Growth & Phasing Plan

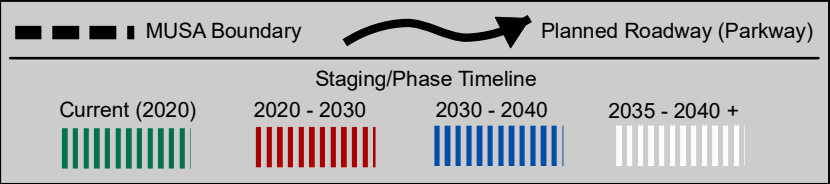


2040 Future
Land Use

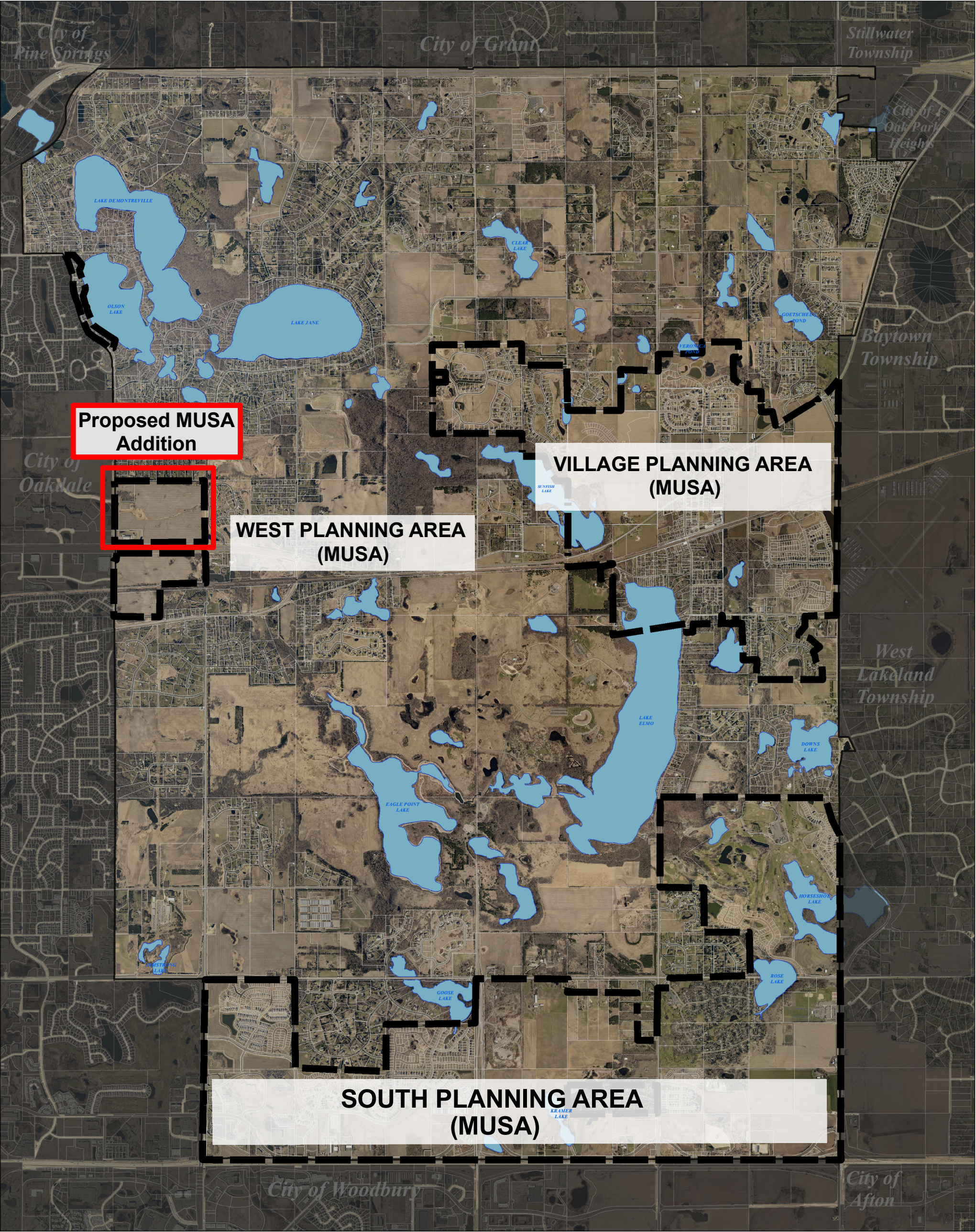
0 1800 3600 5400 7200 Ft



Map Date: May 2022



Map 3-2. 2018 - 2040 MUSA

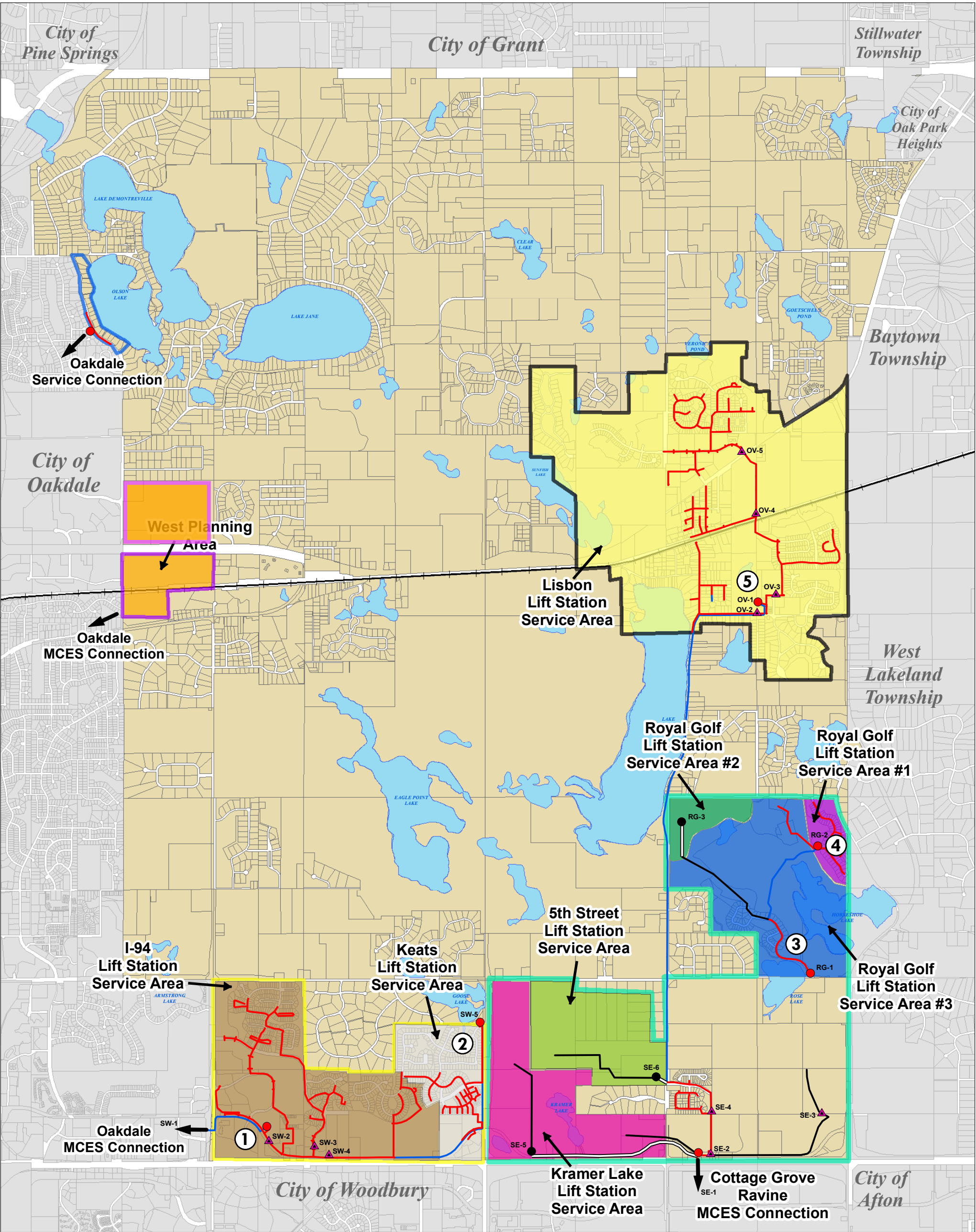


EXISTING LAKE ELMO MUSA AREAS

■■■■■ MUSA Area



Map 9-1 Existing and Future Sanitary Sewer System



EXISTING & FUTURE SANITARY SEWER SYSTEM

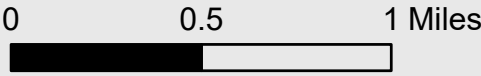
- Existing Sewer Main
- Existing Force Main
- Future Force Main
- Future Trunk Sewer Main
- Future Lift Station
- Existing Lift Station
- Capacity Reference Point

- 1 I-94 Lift Station
- 2 Keats Ave Lift Station
- 3 Royal Golf South Lift Station
- 4 Royal Golf North Lift Station
- 5 Lisbon Lift Station

- South West MUSA
- South East MUSA
- Olson Lake MUSA
- Old Village MUSA
- West MUSA



Map Date: January 2021
Created By: Planning Department



Revised Population & Household Projections

As noted in Table 3-3 the number of households, and thus the corresponding projected population, is consistent with the revised forecasts for the City as agreed to with the Metropolitan Council in June of 2019. As denoted in subsequent sections of this Chapter and the Sanitary Sewer Chapter, the City's infrastructure may need additional improvements to its infrastructure to serve the entire MUSA area depending on the ultimate commercial and/or business user and density of the residential neighborhoods. Thus capacity of the infrastructure within later staging areas will need to be evaluated, and development approvals contingent on appropriate system upgrades. Regardless, this Plan identifies and guides all land within the MUSA with an urbanized land use designation.

Table 3-4. Revised Population & Household Projections

	2020	2030	2040
Population Unsewered	6,502 6,185	7,319	7,457
Population Sewered	4,518 4,996	10,686	14,847
Total Population	11,020	18,005	22,304
Households Unsewered	2,242 2,133	2,642	2,742
Households Sewered	1,558 1,723	3,858	5,458
Total Households	3,800	6,500	8,200

Source: Metropolitan Council, SHC, City of Lake Elmo

3-21

Table 9-3. Projections by Sewer REC Units

Current (2020) Wastewater Flows by Interceptor						
	MCES WONE Interceptor/Oakdale			MCES Cottage Grove Ravine Interceptor		
	REC Units	Average Day Projected Flow (MGD)	Peak Day Projected Flow (GPM)	REC Units	Average Day Projected Flow (MGD)	Peak Day Projected Flow (GPM)
Old Village MUSA				930	0.25	655
Southeast Planning MUSA				150	0.04	114
Southwest Planning MUSA	821	0.22	594			
TOTALS	821	0.22	594	1,080	0.30	740

2020-2030 Wastewater Flows by Interceptor						
	MCES WONE Interceptor/Oakdale			MCES Cottage Grove Ravine Interceptor		
	REC Units	Average Day Projected Flow (MGD)	Peak Day Projected Flow (GPM)	REC Units	Average Day Projected Flow (MGD)	Peak Day Projected Flow (GPM)
Old Village MUSA				1,988	0.54	1,286
Southeast Planning MUSA				437	0.12	324
Southwest Planning MUSA	1,821	0.50	1,178			
West Central Planning MUSA	267	0.07	203			
TOTALS	2,088	0.57	1,351	2,425	0.66	1,523

2030-2040 Wastewater Flows by Interceptor						
	MCES WONE Interceptor/Oakdale			MCES Cottage Grove Ravine Interceptor		
	REC Units	Average Day Projected Flow (MGD)	Peak Day Projected Flow (GPM)	REC Units	Average Day Projected Flow (MGD)	Peak Day Projected Flow (GPM)
Old Village MUSA				2,218	0.61	1,435
Southeast Planning MUSA				1,383	0.38	947
Southwest Planning MUSA	2,290	0.63	1,482			
West Central Planning MUSA	267	0.07	203			
TOTALS	2,557	0.70	1,606	3,601	0.99	2,193

Table 9-4. Projected Flows for Each MCES Interceptor Service Area

Average Day Projected Wastewater Flows by Interceptor (MGD)			Peak Day Projected Wastewater Flows by Interceptor (GPM)		
Year	WONE	Cottage Grove	Year	WONE	Cottage Grove
2020	0.22	0.30	2020	594	740
2030	0.57	0.66	2030	1,351	1,523
2040	0.70	0.99	2040	1,606	2,193

Table 9-2. Population Forecasts for Lake Elmo**Revised 06-07-2022**

(includes the Heritage Farms; Tapestry; Potts and Wier Amendments)

(with proposed West MUSA Area- Oakdale Sewer connection amendment)

Forecast Year	Forecast Component	Population	Households	Employment
2010	MCES Sewered	0	0	623
	Unsewered	8,061	2,776	1,318
2020	MCES Sewered	4,997	1,723	5,284
	Unsewered	6,024	2,077	562
2030	MCES Sewered	11,489	4,140	6,534
	Unsewered	7,002	2,533	562
	2030 Total	18,490	6,673	7,096
2040	MCES Sewered	15,325	5,623	6,984
	Unsewered	7,142	2,633	562
	Total	22,466	8,256	7,546

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

RESOLUTION NO. 2022-059

*A RESOLUTION APPROVING AMENDMENTS TO THE CITY OF LAKE ELMO
COMPREHENSIVE LAND USE PLAN REGARDING APPROXIMATELY 110 ACRES OF CITY-
OWNED PROPERTY LOCATED AT THE NORTHEAST CORNER OF COUNTY ROAD 14
AND IDEAL AVENUE.*

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

WHEREAS, the City of Lake Elmo has established a Comprehensive Plan that includes background data, policy statements, standards, and maps that help to guide the future physical, social, and economic development of the City; and

WHEREAS, the City's Land Use Plan currently guides the approximately 110 acres of City-owned property located at the northeast corner of County Road 14 and Ideal Avenue RAD (rural area development) and Park; and

WHEREAS, the Lake Elmo Comprehensive Plan describes the rural area development land use designation as inclusive of large-lot rural single-family detached residential uses and future conventional subdivisions and is for areas not within MUSA planning areas and the park land use designation as land used for public recreation and protected open space managed for park uses; and

WHEREAS, the City Council directed City-staff to process a Comprehensive Plan Amendment and a Land Use Plan change for the approximately 110 acres of City-owned property located at the northeast corner of County Road 14 and Ideal Avenue as follows:

- 11.5 acres from Park to Institutional for the City of Lake Elmo Public Works Department;
- 72 acres from RAD (rural area development) to BP (business park);
- 14 acres from RAD (rural area development) to LDR (low density residential);
- 8 acres from RAD (rural area development) to Park; and
- 4.7 acres from RAD (rural area development) to Commercial; and

WHEREAS, the notice to re-guide the approximately 110 acres of City-owned property located at County Road 14 and Ideal Avenue has been published, mailed, and posted pursuant to the Lake Elmo City Code and MN State Statute 473.858; and

WHEREAS, the Lake Elmo Planning Commission held a public hearing on the matter on May 23, 2022; and

WHEREAS, the Lake Elmo Planning Commission has submitted its recommendation to the City Council; and

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

Findings

1. That the City Council has submitted a request to the City of Lake Elmo to amend the Comprehensive Plan in accordance with the procedures as established by the Lake Elmo Planning Department and the Lake Elmo City Code; and
2. That the request is to expand the MUSA and amend the Future Land Use Designation for the approximately 110 acres of City-owned land located on the north side of 34th Street and east of Ideal Avenue from:
 - 11.5 acres from Parks to Institutional for the City of Lake Elmo Public Works Department;
 - 72 acres from RAD (rural area development) to BP (business park);
 - 14 acres from RAD (rural area development) to LDR (low density residential);
 - 8 acres from RAD (rural area development) to Park; and
 - 4.7 acres from RAD (rural area development) to Commercial.
3. That the request is to amend text, maps and tables in the City's Water Services and Facilities Plan to accommodate the expanded sanitary sewer area.
4. That the proposed amendments are consistent with the overall goals and objectives of the Lake Elmo Comprehensive Plan by providing additional areas for commercial and business park development; and
5. That the City believes the proposed land use designations are the highest and best use of the property; and
6. That the proposed Comprehensive Plan Amendments would be beneficial by providing another location for commercial and business park uses on an arterial street not currently available in Lake Elmo.

NOW, THEREFORE, BE IT RESOLVED that based on the foregoing, the Lake Elmo City Council does hereby approve the Lake Elmo Comprehensive Plan Amendment, amending the City's Land Use Plan by re-guiding the approximately 110 acres of City-owned property located at the northeast corner of County Road 14 and Ideal Avenue from Rural Area Development (RAD) and Park as follows:

- 11.5 acres from Parks to Institutional for the City of Lake Elmo Public Works Department;
- 72 acres from RAD (rural area development) to BP (business park);
- 14 acres from RAD (rural area development) to LDR (low density residential);
- 8 acres from RAD (rural area development) to Park; and
- 4.7 acres from RAD (rural area development) to Commercial.

and

authorize City staff to submit all the proposed Comprehensive Plan Amendments to the Metropolitan Council for review, subject to and contingent upon the following:

1. The Metropolitan Council's approval of the Comprehensive Plan Amendment.

This resolution was adopted by the City Council of the City of Lake Elmo on this 7th day of June, 2022.

Charles Cadenhead, Mayor

ATTEST:

Julie Johnson, City Clerk

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

RESOLUTION NO. 2022- 060

*A RESOLUTION APPROVING AMENDMENTS TO THE CITY OF LAKE ELMO
COMPREHENSIVE PLAN TEXT AND MAPS INCLUDING AMENDING THE MUSA
BOUNDARY TO INCLUDE THE CITY-OWNED PROPERTY LOCATED AT THE NORTHEAST
CORNER OF COUNTY ROAD 14 AND IDEAL AVENUE AND AMENDING THE WASTEWATER
SERVICES PLAN.*

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

WHEREAS, The City of Lake Elmo has established a Comprehensive Plan that includes background data, policy statements, standards, and maps that help to guide the future physical, social, and economic development of the City; and

WHEREAS, the City Council directed City staff to prepare a Comprehensive Plan Amendment for the approximately 110 acres of City-owned property located at the northeast corner of County Road 14 and Ideal Avenue: and

WHEREAS, the proposed changes to the land use designations would be as follows:

- 11.5 acres from Parks to Institutional for the City of Lake Elmo Public Works Department;
- 72 acres from RAD (rural area development) to BP (business park);
- 14 acres from RAD (rural area development) to LDR (low density residential);
- 8 acres from RAD (rural area development) to Park; and
- 4.7 acres from RAD (rural area development) to Commercial.

WHEREAS, the development of the site consistent with the proposed land use changes will require the extension of municipal services (sanitary sewer and water) to the property; and

WHEREAS, the extension of sanitary sewer to the City-owned property located at the northeast corner of County Road 14 and Ideal Avenue requires amendments to the Metropolitan Urban Services Area (MUSA) boundary, the Wastewater Services and Facilities Plan and to the land use map in the Lake Elmo Comprehensive Plan;

WHEREAS, the City has prepared a map of the proposed MUSA expansion showing the affected properties to be added to the MUSA of the City; and

WHEREAS, the City has prepared amendments to the Wastewater Services and Facilities Plan and to the Land Use Map that reflect the addition of the approximately 110 acres of land to the sanitary sewer service area in Lake Elmo; and

WHEREAS, the notice has been published, mailed and posted pursuant to the Lake Elmo Zoning Ordinance, Section 105.12.250, and MN State Statute 473.858; and

WHEREAS, the Lake Elmo Planning Commission held a public hearing about the proposed Comprehensive Plan amendments on May 23, 2022; and

WHEREAS, the Lake Elmo Planning Commission has submitted its recommendation of approval of the proposed Comprehensive Plan Amendments to the City Council; and

WHEREAS, the City Council considered the said matter at its June 7, 2022 meeting; and

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

Findings

1. That the City Council has submitted a request to the City of Lake Elmo to amend the Comprehensive Plan in accordance with the procedures as established by the Lake Elmo Planning Department and the Lake Elmo City Code; and
2. That the request is to expand the MUSA and amend the Future Land Use Designation for the approximately 110 acres of City-owned land located on the north side of 34th Street and east of Ideal Avenue from:
 - 11.5 acres from Parks to Institutional for the City of Lake Elmo Public Works Department;
 - 72 acres from RAD (rural area development) to BP (business park);
 - 14 acres from RAD (rural area development) to LDR (low density residential);
 - 8 acres from RAD (rural area development) to Park; and
 - 4.7 acres from RAD (rural area development) to Commercial.
3. That the request is to amend text, maps and tables in the City's Water Services and Facilities Plan to accommodate the expanded sanitary sewer area.
4. That the proposed amendments are consistent with the overall goals and objectives of the Lake Elmo Comprehensive Plan by providing additional areas for commercial and business park development; and
5. That the City believes the proposed land use designations are the highest and best use of the property; and
6. That the proposed Comprehensive Plan Amendments would be beneficial by providing another location for commercial and business park uses on an arterial street not currently available in Lake Elmo.

NOW, THEREFORE, BE IT RESOLVED that based on the foregoing, the Lake Elmo City Council does hereby approve the necessary Lake Elmo Comprehensive Plan Amendments for the approximately 110 acres of City-owned property located at northeast corner of County Road 14 and Ideal Avenue including the expansion the MUSA and amending the Wastewater Services Plan and authorize City staff to submit all the proposed Comprehensive Plan Amendments to the Metropolitan Council for review, subject to and contingent upon the following:

1. The Metropolitan Council's approval of the Comprehensive Plan Map Amendment.

This Resolution was adopted by the City Council of the City of Lake Elmo on this 7th day of June, 2022.

Charles Cadenhead, Mayor

ATTEST:

Julie Johnson, City Clerk



STAFF REPORT

DATE: 06/7/2022

REGULAR

TO: City Council
FROM: Sophia Jensen, Code Enforcement Official
Molly Just, Planning Director
AGENDA ITEM: **Text Amendments to the Zoning Ordinance – Fencing Regulations, Swimming Pools; Generally, Required Screening**

INTRODUCTION:

City of Lake Elmo Planning Staff has initiated three text amendments to City Code Title 105 Zoning as follows:

- Title 105 Zoning; Chapter 105.12: Zoning Code, Section 400 Fencing Regulations – Formalize a required fencing setback from City pipelines and storm drains. No fences will be permitted to parallel a pipeline within 10 feet on either side. Fences that intersect a pipeline may be permitted with a gate or removable panel equal to 10 feet. No fencing is permitted within 10 feet from a storm drain. This change would align code with best practice for utility maintenance and emergency access and is recommended by Public Works, Building Department, and Planning staff.
- Title 105 Zoning; Chapter 105.08: Building Regulations Code, Section 160 *Swimming Pools; Generally* – The addition of land cover definitions as it relates to pools. The proposed change would deem the water surface of pools as pervious surface. Other pool features, such as pool apron and pool equipment, are deemed impervious surface. This change would align with City practice.
- Title 105 Zoning; Chapter 105: 04 General Provisions, Section 040 *Required Screening* – There are no changes to substance, simply to a code reference. This change would align code with its intended section reference.

ISSUE BEFORE THE CITY COUNCIL:

Should the City Council adopt the staff proposed text amendments to the City Code that are intended to provide transparency and clarity in the areas of fencing, impervious surface, and required screening?

TEXT AMENDMENT DETAILS/ANALYSIS:

1. FENCING REGULATIONS 105.12.400(a)
 - B. *Permit required.* No permanent fence shall be erected without first obtaining a fence permit. Application shall be made to the planning director or their designee. The fee shall be established by the city's fee schedule. The planning director or their designee is authorized to issue a fence permit if the application indicates that the fence will be in

compliance with this section. The board of adjustment and appeals shall hear and decide appeals when it is alleged that the planning director was in error. The appeals shall follow the procedure outlined in LEC 3.08.010.

FENCING REGULATIONS 105.12.400(d)

D. General requirements. All fences erected in the city are subject to the following requirements:

1. *Maintenance.* All fences shall be properly maintained with respect to appearance and safety. Fences that remain in a state of disrepair for an extended period of time shall constitute a nuisance per LEC 9.28.030.
2. *Face of fence.* The finished side of any fence or wall must face abutting property or street rights-of-way.
3. *Fence materials.* Permitted fence materials shall be limited to brick, stone, wood, wrought iron, vinyl, composite material, steel, aluminum, chain link, and in cases of temporary fencing only, materials that are consistent with temporary fencing as regulated under subsection (f) of this section.
4. *Traffic obstruction.* No fence or wall shall obstruct a motorist's or a pedestrian's safe view from the driveway or street.
5. *Location.*
 1. Fences may be installed on any portion of a lot subject to the height restrictions of subsection (e) of this section and may be installed up to the property line. Any portion of the fence and all footing material shall be fully on the respective property and not encroach or cross over onto the neighboring property. It is also the responsibility of the property owner to have the property lines identified.
 2. All pertinent property pins shall be visible upon inspection for fences installed within one foot (12 inches) of a property boundary.
 3. In the case of a dispute, the city may require a survey to establish the boundary line of a property.
6. *Easement encroachment.* An easement encroachment agreement must be approved by the planning director or ~~his~~ their designee after review and approval from the city engineer or ~~his~~ their designee, along with a fence permit, for any fence that will be installed within a city easement.
7. *Swimming pools.* All swimming pools shall be enclosed with required fencing per LEC 105.08.160.
8. *Pipeline and Storm Drain.* Where any City owned storm drain, sanitary, water, or storm sewer pipe is located the following standards apply:
 1. No fences are permitted to parallel a pipeline within 10 feet on either side.
 2. Fences that intersect a pipeline must have a gate or removable panels equal to 10 feet.
 3. Fences must maintain a 10 foot setback from storm drains.

2. SWIMMING POOLS; GENERALLY 105.08.160(c)

- a. *Permits required.* No person, corporation, partnership, or firm shall construct, repair, enlarge, alter, change, remodel, or otherwise significantly improve a swimming pool in the city without first having obtained a permit from the building official or their designee.
- b. *Definitions.* Unless specifically defined in this section, common definitions, words, and phrases used in this section shall be interpreted so as to give them the same meaning as they have in common usage through this Code. Definitions are found in LEC 1.08.
- c. *Land coverage.* The water surface of a pool shall be deemed pervious surface. All other pool features, such as the pool apron and equipment pad, shall be deemed impervious surface.

3. REQUIRED SCREENING 105.04.040

1. *Screening.* Screening shall be required in residential districts for any off-street parking area which contains more than four parking spaces and is within 30 feet of an adjoining residential lot.
2. *Business, industrial screening.* Where any business or industrial use (structure, parking, or storage) is adjacent to property zoned or developed for residential use, that business or industry shall be screened along the boundary of the residential property. Screening shall also be provided where a business, parking lot, or industry is across the street from a residential zone, but not on the side of a business or industry considered to be the front.
3. *Exterior storage.* All exterior storage shall be screened as required by ~~LEC 105.04.010.~~ LEC 105.04-I.
4. *Mechanical apparatus on roofs.* All mechanical apparatus on roofs shall be screened.
5. *Loading docks.* Loading docks shall be screened from all streets and adjacent property unless they are at the rear of the building which abuts another commercial use. The property owner may provide a 30-foot landscaped area between the dock and the property line where screening is not possible.

PUBLIC COMMENT:

A hearing notice was published in the Stillwater Gazette on May 13th, 2022. No comments from the public were received. At their May 23rd meeting, the Planning Commission conducted a public hearing. There was no public comment. After some discussion and consideration, the Planning Commission voted to recommend approval of the proposed amendments to Section 160 Swimming Pools and Section 040 Required Screening as written.

Commissioners noted possible outcomes of the proposed amendments to Section 400 Fencing Regulations, and expressed concern over the impact of the proposed setbacks on parcels with a small back yard. The proposed setbacks would apply when a fence is proposed near a City owned storm drain, sanitary, water, or storm sewer pipe. The Planning Commission voted to reduce the staff proposed fence setback. Staff proposes a 10 foot setback on either side of the pipe and a 10 foot setback from storm drains. The Planning Commission recommends a 1 foot setback from these structures.

Should the City Council propose adoption of the Planning Commission suggested edits to the proposed amendments to Section 400 Fencing Regulations, staff requests that the City Council table this item while staff continues work on the proposed amendments.

FISCAL IMPACT:

None

OPTIONS:

The City Council may:

- Adopt the proposed text amendments;
- Adopt the proposed text amendments with changes; or
- Deny the proposed text amendments.

RECOMMENDATIONS:

Staff recommends that the City Council adopt the staff proposed amendments to Section 400 Fencing Regulations, Section 160 Swimming Pools Generally, and Section 040 Required Screening as written. Four separate suggested motions are provided below.

“Motion to recommend approval of the amendments to zoning code Section 400 Fencing Regulations as proposed by City staff”

“Motion to recommend approval of the amendments to the building regulations code Section 160 Swimming Pools Generally as proposed by City staff”

Motion to recommend approval of the amendments to zoning code Section 040 Required Screening as proposed by City staff”

Because of the length of the ordinance amendments, staff also is recommending Council approval to publish a summary ordinance.

“Motion to approve summary publication of Ordinance 2202-05 (the Zoning Ordinance amendments) with approval of Resolution 2022-061”

The Planning Commission made the following motions on the staff proposed text amendments.

“Motion to recommend approval of the amendments to zoning code Section 400 Fencing Regulations with modifications such that 8.1 says “No fences are permitted to parallel a pipeline within 1 foot on either side”, 8.2 remains as-is, and 8.3 says “Fences must maintain a 1 foot setback from storm drains.”

“Motion to recommend approval of the amendments to the building regulations code Section 160 Swimming Pools Generally as proposed by City staff”

***Motion to recommend approval of the amendments to zoning code Section 040 Required
Screening as proposed by City staff”***

ATTACHMENTS:

- A.** Resolution No. 2022-061
- B.** Ordinance No. 2022-05
- C.** Ordinance No. 2022- 06
- D.** Ordinance No. 2022- 07

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

ORDINANCE NO. 2022-05

**AN ORDINANCE AMENDING THE LAKE ELMO CITY CODE BY AMENDING THE
FENCING CODE**

SECTION 1. The City Council of the City of Lake Elmo hereby ordains that Title 105 Zoning; Chapter 105.12: Zoning Code, Section 400 is hereby amended by changing the following section (Proposed language is underlined, deleted language is shown with ~~striketrough~~):

105.12.400 FENCING REGULATIONS

- A. *Purpose.* The purpose of this article is to provide for the regulation of fences in the city and to prevent fences from being erected that would be a hazard to the public, an unreasonable interference with the uses and enjoyment of neighboring property or are incompatible with existing uses and other zoning restrictions.
- B. *Definitions.* The following words, terms and phrases, when used in this section, shall have the meaning ascribed to them in this subsection, except where the context clearly indicates a different meaning:
 - Permanent fence* means fences that are installed in a fixed or enduring manner that are not intended for a seasonal or temporary purpose.
 - Temporary fence* means fences that are installed and removed on a seasonal basis, such as snow fences, garden fences and seasonal recreational fences, such as hockey boards.
- C. *Permit required.*
 - 1. *Permanent fence.* No permanent fence shall be erected without first obtaining a fence permit. Application shall be made to the planning director or their designee. The fee shall be established by the city's fee schedule. The planning director or their designee is authorized to issue a fence permit if the application indicates that the fence will be in compliance with this section. The board of adjustment and appeals shall hear and decide appeals when it is alleged that the planning director was in error. The appeals shall follow the procedure outlined in LEC 3.08.010.
 - 2. *Temporary fence.* Temporary fencing that complies with subsection (f) of this section and all other applicable provisions of this article shall be exempt from permit requirements.
- D. *General requirements.* All fences erected in the city are subject to the following requirements:
 - 1. *Maintenance.* All fences shall be properly maintained with respect to appearance and safety. Fences that remain in a state of disrepair for an extended period of time shall constitute a nuisance per LEC 9.28.030.
 - 2. *Face of fence.* The finished side of any fence or wall must face abutting property or street rights-of-way.

3. *Fence materials.* Permitted fence materials shall be limited to brick, stone, wood, wrought iron, vinyl, composite material, steel, aluminum, chain link, and in cases of temporary fencing only, materials that are consistent with temporary fencing as regulated under subsection (f) of this section.
 4. *Traffic obstruction.* No fence or wall shall obstruct a motorist's or a pedestrian's safe view from the driveway or street.
 5. *Location.*
 1. Fences may be installed on any portion of a lot subject to the height restrictions of subsection (e) of this section and may be installed up to the property line. Any portion of the fence and all footing material shall be fully on the respective property and not encroach or cross over onto the neighboring property. It is also the responsibility of the property owner to have the property lines identified.
 2. All pertinent property pins shall be visible upon inspection for fences installed within one foot (12 inches) of a property boundary.
 3. In the case of a dispute, the city may require a survey to establish the boundary line of a property.
 6. *Easement encroachment.* An easement encroachment agreement must be approved by the planning director or his designee after review and approval from the city engineer or his designee, along with a fence permit, for any fence that will be installed within a city easement.
 7. *Swimming pools.* All swimming pools shall be enclosed with required fencing per LEC 105.08.160.
 8. *Pipeline and Storm Drain.* Where any City owned storm drain, sanitary, water, or storm sewer pipe is located the following standards apply:
 1. No fences are permitted to parallel a pipeline within 10 feet on either side.
 2. Fences that intersect a pipeline must have a gate or removable panels equal to 10 feet.
 3. Fences must maintain a 10 foot setback from storm drains.
- E. *Fence height and design.*
1. *Fences within front and side (corner) yards.* Any fence within a front or side (corner) yard setback or any required setback from a public right-of-way may not exceed forty-eight (48) inches (4 feet) in height and must be 50 percent open to air and light. The fence must also be setback twenty (20) feet extending from the front corner lot pin or ROW.
 2. *Residential and mixed-use districts.* No fence shall exceed six feet in height, and shall be subject to the design requirements of subsection (e)(3) of this section.
 3. *Commercial and industrial districts.* No fence or wall shall exceed eight feet in height. Fences that exceed eight feet in height require a conditional use permit.
- F. *Temporary fences.*
1. *Height and performance.* Temporary fences shall comply with the fence height standards of subsection (e) of this section. Temporary fences shall be at least 40 percent open to air and light. If unable to be at least 40 percent open to air and light, temporary fences shall not exceed forty-eight (48) inches (4 feet) in height. The fence must also be setback twenty (20) feet extending from the front lot pin or ROW.

2. *Duration and limitation.*

1. No snow fence or posts shall be installed prior to October 1, and must be removed prior to April 15.
2. Seasonal recreational fencing intended for winter sports, such as hockey or broomball shall not be installed prior to October 1, and must be removed prior to April 15.
3. *Location.* Snow fences shall be set back at least 50 feet from any south or east property line, or such additional distance as may be required to prevent the accumulation of snow on public streets or adjoining property, as determined by the public works director.

G. *Prohibited fencing.* Barbed wire and electric fencing are prohibited in platted areas.

H. *Agricultural exemption.* Fences constructed on parcels in excess of five acres for the keeping of horses; and fences constructed on parcels in excess of ten acres are specifically exempted from the provisions of this section. Any such agricultural fencing shall be at least 75 percent open to air and light.

SECTION 2. Effective Date. This ordinance shall become effective immediately upon adoption and publication in the official newspaper of the City of Lake Elmo.

SECTION 3. Adoption Date. This Ordinance 2022- was adopted on this _____ day of _____, 2022, by a vote of ___ Ayes and ___ Nays.

LAKE ELMO CITY COUNCIL

Charles Cadenhead, Mayor

ATTEST:

Julie Johnson, City Clerk

This Ordinance 2022- was published on the _____ day of _____, 2022.

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

ORDINANCE NO. 2022-06

**AN ORDINANCE AMENDING THE LAKE ELMO CITY CODE BY AMENDING THE
POOL CODE**

SECTION 1. The City Council of the City of Lake Elmo hereby ordains that Title 105 Zoning; Chapter 105.08: Building Regulations Code, Section 160 is hereby amended by changing the following section (Proposed language is underlined, deleted language is shown with ~~strikethrough~~):

105.08.160 Swimming Pools; Generally

- a. *Permits required.* No person, corporation, partnership, or firm shall construct, repair, enlarge, alter, change, remodel, or otherwise significantly improve a swimming pool in the city without first having obtained a permit from the building official or their designee.
- b. *Definitions.* Unless specifically defined in this section, common definitions, words, and phrases used in this section shall be interpreted so as to give them the same meaning as they have in common usage through this Code. Definitions are found in LEC 1.08.
- c. *Land coverage.* The water surface of a pool shall be deemed pervious surface. All other pool features, such as the pool apron and equipment pad, shall be deemed impervious surface.
- d. *Application for permit.* The building official may require plans, specifications, and pertinent explanatory data be submitted with an application for a permit.
 1. An application for a permit which includes a site plan showing:
 - a. The type and size of pool, location of pool, location of house, garage, fencing, and other improvements on the lot;
 - b. The location of structures on all adjacent lots;
 - c. The location of filter unit, pump, and writing indicating the type of the units;
 - d. The location of back-flush and drainage outlets, grading plan, finished elevations, and final treatment (decking, landscaping, and the like) around pool;
 - e. The location of existing overhead or underground wiring, utility easements, trees, and similar features;
 - f. The location of any water heating unit;
 - g. The location of water supply systems, buried sewers, and sewage disposal systems, other utilities and proximate sources of possible contamination of the pool; and
 - h. All dimensions, including the length, width, depth of the pool, the size of the pool deck, and the liquid capacity of the pool; plans shall be drawn to a scale of not smaller than one-fourth inch to one foot;
 2. The application shall be accompanied by the permit fee the council establishes by resolution.

3. Pools shall not be located within 20 feet of any septic tank/drainfield nor within six feet of any principal structure or frost footing. Pools shall not be located within any required front or side yard setbacks.
4. Pools shall not be located beneath overhead utility lines nor over underground utility lines of any type.
5. Pools shall not be located within any private or public utility, walkway, drainageway, or other easements.
6. In the case of underground pools, the necessary precautions shall be taken during the construction to:
 - a. Avoid damage, hazards, or inconvenience to adjacent or nearby property; and
 - b. Ensure that proper care shall be taken in stockpiling excavated material to avoid erosion, dust, or other infringements upon adjacent property.
7. All access for construction shall be over the owner's land and due care shall be taken to avoid damage to public streets and adjacent private or public property.
 - a. To the extent feasible, back-flush water or water from pool drainage shall be directed onto the owner's property or into approved public drainageways.
 - b. Water shall not drain onto adjacent or nearby private land.
8. The filter unit, pump, heating unit, and any other noise-making mechanical equipment shall be located at least 50 feet from any adjacent or nearby residential structure and not closer than ten feet to any lot line.
- e. *Pool piping.* Pool piping systems shall be constructed of materials prescribed in the city plumbing code. Installation of the piping, including the pool water supply line, shall be inspected by the building official prior to covering the piping.
- f. *Main outlets.* Pools shall be equipped with facilities for completely emptying the pool and effecting surface drainage (by gravity, if elevations permit). The drainage system shall be constructed in accordance with the provisions of the city plumbing code.
- g. *Water supply.* Water supplies serving all swimming pools shall be of a safe sanitary quality and be acceptable to the county health officer. The installation of the pool water supply piping and connection to the source of supply shall be in accordance with the city plumbing code.
- h. *Electrical requirements.* All electrical installations provided for, installed, and used in conjunction with residential swimming pools shall conform with the state electrical code and shall be inspected and approved by the state electrical inspector. No current-carrying electrical conductors shall cross residential swimming pools, either overhead or underground or within 15 feet of the pools, except as necessary for pool lighting or pool accessories.
- i. *Heating requirements.* Permits shall be required for all heating units used in conjunction with swimming pools. Installation shall be made in accordance with the city heating building code in effect at the time of installation.
- j. *Pressure relief valves.* Pools shall be designed and constructed with under-drain systems and pressure relief valves to prevent pool flotation, where the building official determines the same to be necessary.
- k. *Shield lights.* Lights used to illuminate any swimming pool shall be so arranged and shielded so as to reflect light away from adjoining properties.

- l. *Location.* All swimming pools or appurtenances to swimming pools shall be located in the rear yard and meet the setback requirements of the district in which it is located. Requests for a variance from the provisions of this section shall be referred first to the planning commission for its study and recommendation and then to the council.
- m. *Fences.* All swimming pools shall be completely enclosed by a non-climbable type fence. All fence openings or points of entry into the pool area shall be equipped with gates. The fence and gates shall be at least four feet in height and shall be constructed of a minimum number 11 gauge woven wire mesh corrosion-resistant material or other material approved by the building official. All gates shall be equipped with self-closing and self-latching devices placed at the top of the gate or otherwise be inaccessible to small children. All fence posts shall be decay- or corrosion-resistant and shall be set in concrete bases or other suitable protection. The openings between the bottom of the fence and the ground or other surface shall not be more than four inches.
- n. *Above ground swimming pools.* Ladders or stairs which are attached to or placed against the outside of above ground tank-type swimming pools having a depth of 24 inches or more shall be removed from the outside of the pool when it is not being used by the owner or owner's authorized guests. All other applicable provisions of this section shall apply to above ground pools.
- o. *Public or semi-public swimming pools.* Swimming pools, other than residential pools, shall be constructed and operated in conformance with standards for the installations established by the state board of health. In addition, the person, firm, corporation, or agency proposing the construction of a swimming pool other than residential shall file with the building official, prior to the beginning of any construction, a copy of the report prepared and issued by the state health department showing approval of the plans, and one set of pool plans upon which the approval is indicated by stamp, seal, or other official marking of that agency.

SECTION 2. Effective Date. This ordinance shall become effective immediately upon adoption and publication in the official newspaper of the City of Lake Elmo.

SECTION 3. Adoption Date. This Ordinance 2022- was adopted on this _____ day of _____, 2022, by a vote of ___ Ayes and ___ Nays.

LAKE ELMO CITY COUNCIL

Charles Cadenhead, Mayor

ATTEST:

Julie Johnson, City Clerk

This Ordinance 2022- was published on the _____ day of _____, 2022.

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

ORDINANCE NO. 2022-07

**AN ORDINANCE AMENDING THE LAKE ELMO CITY CODE BY AMENDING THE
REQUIRED SCREENING CODE**

SECTION 1. The City Council of the City of Lake Elmo hereby ordains that Title 105 Zoning; Chapter 105: 04 General Provisions, Section 040 is hereby amended by changing the following section (Proposed language is underlined, deleted language is shown with ~~strikethrough~~):

105.04.040 REQUIRED SCREENING

1. *Screening.* Screening shall be required in residential districts for any off-street parking area which contains more than four parking spaces and is within 30 feet of an adjoining residential lot.
2. *Business, industrial screening.* Where any business or industrial use (structure, parking, or storage) is adjacent to property zoned or developed for residential use, that business or industry shall be screened along the boundary of the residential property. Screening shall also be provided where a business, parking lot, or industry is across the street from a residential zone, but not on the side of a business or industry considered to be the front.
3. *Exterior storage.* All exterior storage shall be screened as required by ~~LEC 105.04.010.~~ LEC 105.04-I.
4. *Mechanical apparatus on roofs.* All mechanical apparatus on roofs shall be screened.
5. *Loading docks.* Loading docks shall be screened from all streets and adjacent property unless they are at the rear of the building which abuts another commercial use. The property owner may provide a 30-foot landscaped area between the dock and the property line where screening is not possible.

SECTION 2. Effective Date. This ordinance shall become effective immediately upon adoption and publication in the official newspaper of the City of Lake Elmo.

SECTION 3. Adoption Date. This Ordinance 2022- was adopted on this _____ day of _____, 2022, by a vote of ___ Ayes and ___ Nays.

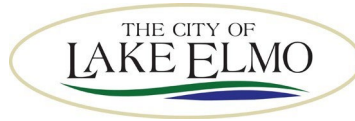
LAKE ELMO CITY COUNCIL

Charles Cadenhead, Mayor

ATTEST:

Julie Johnson, City Clerk

This Ordinance 2022- was published on the ____ day of _____, 2022.



**City of Lake Elmo Planning Commission
Meeting
Draft Minutes of May 23, 2022**

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

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

COMMISSIONERS ABSENT: None

STAFF PRESENT: Planning Director Just

Pledge of Allegiance at 7:00 PM

Approve Agenda:

M/S/P: Graen / Vrieze made a motion to approve the agenda. **Vote: 6-0, motion carried unanimously.**

Approve Minutes:

No minutes, as video playback not yet available.

Public Hearings:

- a. **CONDITIONAL USE PERMIT FOR A POOL AND FITNESS CENTER - 11441 20th St. N (Royal Golf Club 1st Addition)**

H.C. Golf Land, LLC (Applicant) has applied for a Conditional Use Permit (CUP) for construction of a swimming pool and fitness center on the property located at 104441 20th Street N (PID#25.029.21.12.0002). The proposed 1,900 square foot fitness center and 25' x 50' swimming pool would be for the use of residents in the Royal Golf subdivision and would be managed by the homeowners' association. The use is permitted by CUP in the zoning district.

Director Just gave a presentation and answered questions. Staff recommends the Planning Commission recommend approval of the CUP to allow a swimming pool and fitness center on the subject property with the listed conditions.

Applicant Jim Felton with Royal Development. Mr. Felton gave a copy of email documents to Chair Risner and spoke regarding the maintenance of the lift station generator that failed. Mr. Felton answered questions asked by commissioners.

Public hearing opened at 7:22 PM.

Public hearing closed at 7:22 PM.

M/S/P: Graen/Steil Move to recommend approval of a Conditional Use Permit (CUP) for the construction of a swimming pool and fitness center with the listed conditions based on the findings listed in the staff report. **Vote: 4-2 (Graen & Vrieze – Nay) Motion carried**

b. PRELIMINARY PLAT & PLANNED UNIT DEVELOPMENT, ZONING MAP AMENDMENT, CONDITIONAL USE PERMIT - 9450 Hudson Boulevard.

Dominik Jenson, representing SRD2.0, LLC, is requesting approval of a zoning map amendment (re-zoning), preliminary planned unit development (PUD) and preliminary plat for the property located on the north side of Hudson Boulevard, west of Julia Avenue (9450 Hudson Boulevard). The plat depicts two lots and the proposed PUD depicts a 190-unit apartment building on the northern half of the property and a preschool/childcare center, known as Goddard School, on the southeast corner of the site.

Brad Coats of the Goldridge Companies is requesting approval of a conditional use permit for a daycare center, known as Goddard School, on the rezoned property.

Director Just gave a presentation and answered questions. Staff is asking the Planning Commission review the proposal, hold a public hearing, provide feedback and make a recommendation to the City Council on the above-mentioned requests. Staff requests that before making a recommendation to the City Council the Planning Commission table the item so that the applicant may revise the plat and PUD plans to address the Zoning Code, Subdivision Code, and engineering design standards that govern development of the property. The applicant understands this staff recommendation and is revising the plans based on the staff review.

Director Just noted that staff opposes the developer charging for the underground parking if the underground parking is supposed to be an amenity for the residents that qualifies the applicant for bonus density.

Applicant Dominik Jenson with Schafer Richardson Development, accompanied by Brad Schafer with Schafer Richardson Development, Bart Nelson with UrbanWorks Architecture LLC, Joe Bailey with Sambatek, and Brad Coats with Goldridge Companies.

Jenson spoke regarding the development design and amenities and answered questions.

Brad Coats with Goldridge Development spoke regarding the Goddard Daycare Group School.

Public hearing opened at 7:53 PM.

Public hearing closed at 7:53 PM.

M/S/P: Steil/Vrieze Moved to table Planning Commission recommendation on the Preliminary Plat and PUD, Zoning Map Amendment and CUP application until the June 13th meeting so that the applicant may revise the plans to be consistent with City standards as listed in the staff report. **Vote: motion carried unanimously**

c. COMPREHENSIVE PLAN AMENDMENTS – Addition to the MUSA and change in land use designation for Approximately 110 acres of City property at the northeast corner of 34th Street and Ideal Avenue.

Director Just gave a presentation and answered questions. The subject property is a portion of the land the City received from 3M in 2019 as part of a legal settlement. Based on the location of the property and with prime access to the highway system the City Council wants to take advantage of the opportunity to develop the property to its potential and contribute positively to the tax base in Lake Elmo.

Public hearing opened at 8:24 PM.

Geraldine Breheim (8415 38th St N) stated that she would want the north side original land buffer lines and original trees to be kept.

Adam Ghormley (8261 38th St N) stated the he would ask that the trees stay, and he offered to buy the 40' beyond his property to be able to keep the buffer / trees. He also stated that a business park designation is a poorly chosen designation.

Public hearing closed at 8:30 PM.

M/S/P: Steil/Risner Moved to recommend adoption of a resolution approving the subject amendments to the Future Land Use Plan re-guiding approximately 110 acres of City-owned land located north of 34th Street and east of Ideal Avenue to the land use designations listed in the findings, based on the recommended findings and condition of approval. **Vote: 2-4, Motion failed** (Commissioner Graen, Mueller, Rehkamp, Vrieze – Nay)

Commissioners noted that the amount of business park development proposed is too intense for this area, is not a benefit to the City, and that the Planning Commission previously endorsed development of parks on this property.

M/S/P: Risner/Rehkamp moved to recommend adoption a resolution approving the necessary amendments to the 2040 Lake Elmo Comprehensive Plan (including those to the Land Use Plan, MUSA boundaries and Wastewater Service Plan) to add the approximately 110 acres of City owned land located north of 34th Street and east of Ideal Avenue to the City's sanitary sewer area and authorize City staff to submit the proposed Comprehensive Plan Amendments to the Metropolitan Council. **Vote: 5-1 motion carries** (Commissioner Graen – Nay)

d. ZONING AMENDMENTS - Zoning Code, §400 Fencing Regulations. Building Regulations Code, §160 Swimming Pools. General Provisions, §040 Required Screening.

Director Just gave a presentation and answered questions on the proposed zoning amendments.

Public hearing opened at 9:25 PM.

Public hearing closed at 9:25 PM.

M/S/P: Mueller/Risner: Moved to recommend approval of the amendments to Zoning Code Section 400 Fencing Regulations as proposed by City staff. **Vote: 0-6, motion failed unanimously**

Commissioners noted possible outcomes of the proposed fence setbacks and expressed concern over the impact of the setbacks on parcels with a small back yard.

Director Just noted that while staff recognizes that the Planning Commission may make its own recommendation it is likely that staff will maintain the staff recommended setback.

M/S/P: Graen/Vrieze: Moved to recommend approval of the amendments to Zoning Code Section 400 Fencing Regulations with modifications such that #1 says "no fences are permitted to run parallel to pipeline within 1 foot on either side". Leaving #2 as is and #3 change the 10 foot set-back to 1 foot set-back. **Vote: 0-6, motion carried unanimously**

M/S/P: Graen/Mueller: Moved to recommend approval of the amendments to Building Regulations Code Section 160 Swimming Pools Generally as proposed by City staff. **Vote: 6-0, motion carried unanimously**

M/S/P: Steil/Rehkamp: Moved to recommend approval of the amendments to Zoning Code Section 040 Required Screening as proposed by city staff. **Vote: 6-0, motion carried unanimously**

New/Unfinished Business:

- a. Recommend minimum requirement for mixed-use in MU-C and MU-BP Districts.

Director Just gave a presentation and answered questions. At the direction of the City Council, Staff has drafted zoning text amendments to require a mix of uses in the MU-C and MU-BP Districts. Staff recommends a public hearing on a proposed amendment to require a minimum of two primary uses from two different land use categories in the Mixed Use-Commercial and Mixed Use- Business Park districts. To be considered a primary use, the use must occupy a minimum of 20 percent of the floor area within the development.

- b. Consideration of front setbacks in MDR and HDR Districts

Director Just gave a presentation answered questions. At the direction of the City Council, Staff has drafted zoning text amendments to establish an increased setback for new development in the MDR and HDR districts. Staff recommends a public hearing to require a minimum setback of 40 feet for new development along 5th Street and the planned 5th Street in Lake Elmo.

Commissioners suggested that the 40 foot setback apply along 5th Street, Inwood Avenue, Hudson Boulevard, Manning Avenue, Lake Elmo Avenue, and Keats Avenue and that the front of buildings be required to face these streets.

Communications/Updates

- a. City Council Update 5-17 Driveway variance approved for 8930 Jane Road N.

- b. Staff Updates – N/A

- c. Upcoming Meetings:

June 13 -

- Zoning Text Amendment by Animal Inn to allow Commercial Kennel by CUP
- Variance for Impervious Surface - 1567 Ivory Avenue
- Zoning Text Amendment - Village Districts
- Zoning Text Amendment - Setbacks in MDR and HDR
- Zoning Text Amendment – Mixed Use Requirement in MU-C and MU-BP

June 27

Meeting adjourned at 10:08 PM.

Respectfully submitted,

Diane Wendt
Permit Technician

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

RESOLUTION NO. 2022-061

**RESOLUTION AUTHORIZING PUBLICATION OF A SUMMARY OF ORDINANCE
2022-05**

WHEREAS, the Lake Elmo City Council has adopted Ordinance No. 2022-05, an ordinance that amends the City's Zoning Code Section 105.12.400.

WHEREAS, the ordinance is lengthy; and

WHEREAS, Minnesota Statutes, section 412.191, subd. 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps; and

WHEREAS, the City Council believes that the following summary would clearly inform the public of the intent and effect of the ordinance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lake Elmo that the City Clerk shall cause the following summary of Ordinance No. 2022-05 to be published in the official newspaper in lieu of the entire ordinance:

Public Notice

The City Council of the City of Lake Elmo has adopted Ordinance No. 2022-05, an ordinance that amends the City Code language in the Zoning Ordinance. This ordinance alters language in the City Code about fence setbacks from City pipelines and storm drains. The following is a summary of the adopted ordinance language:

Ordinance 2022-05 includes the following elements to amend City Code Section 105.12.400:

1. No fences will be permitted to parallel a City pipeline within 10 feet on either side.
2. Fences that intersect a City pipeline may be permitted with a gate or removable panel equal to 10 feet.
3. No fencing is permitted within 10 feet of a City storm drain.
4. This change would align code with best practice for municipal utility maintenance and emergency access.

The full text of Ordinance 2022-05 is available for inspection at Lake Elmo City Offices during regular business hours.

BE IT FURTHER RESOLVED by the City Council of the City of Lake Elmo that the City Administrator keep a copy of the ordinance at City Hall for public inspection and that a full copy of the ordinance be placed in a public location within the City.

Dated: June 7, 2022

Charles Cadenhead, Mayor

ATTEST:

Julie Johnson, City Clerk

(SEAL)