NOTICE OF AGENDA

CITY COUNCIL MEETING

City of Forest Lake - Link to Meeting Livestream

Forest Lake City Center – Council Chambers Forest Lake, Minnesota February 26, 2024 – 7:00 PM

- 1. Call to Order
- 2. Roll Call
- 3. Pledge of Allegiance
- 4. Approve the Agenda (Action)
- 5. Open Forum Citizen Petitions, Requests and Concerns: Please sign in at the front table. The Open Forum is available for residents to express personal opinions for any item of business. Please limit your comments to three (3) minutes.
- 6. Consent Agenda Considerations (Action Items)*
 - a) Approve City Bills
 - b) Approve Minutes from February 12, 2024 Regular Council Meeting
 - c) Approve Suite Living formerly known as DigniCare Letter of Credit Reduction No. 2
 - d) Approve Hire of Public Works Operator
 - e) Approve Hire of Police Sergeant

- 7. Regular Agenda (Action Items)
 - a) Westlake Preliminary Planned Unit Development Resolution 02-26-24-01 Abbi Wittman
 - b) Republic Services Residential Refuse and Recycling Contract Amendment Kristina Handt
 - c) Board and Commission Appointments (Presented During Meeting) Mara Bain
 - d) Fenway Park Pickleball Crack-filling and Resurfacing Dave Adams
- 8. Discussion
 - a) EDA Workplan (2024-2025) Abbi Wittman
- 9. Staff Updates
- 10. Mayor and City Council Updates
- 11. Adjourn

^{*}Council may remove any item from the consent agenda for specific consideration.

TOTAL FOR: AUTONATION FORD WHITE BEAR LAKE

INVOICE APPROVAL BY INVOICE REPORT FOR FOREST LAKE EXP CHECK RUN DATES 02/26/2024 - 02/26/2024

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Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
10249	A DYNAMIC DOO	R CO. INC			
	22401302	AMBULANCE GARAGE - NORTH GARAGE DOOR OPENER REPAIR	363.18	114662	02/26/2024
TOTAL FOR: A	A DYNAMIC DOOR CO.	. INC	363.18		
10102	AMERICAN IMPO	RTS			
	42505	SQUAD 2208 - TIRE REPAIR	30.19	114663	02/26/2024
	42568	SQUAD 2319 - INSTALL 4 NEW TIRES & MOUNT & BALANCE	695.00	114663	02/26/2024
	42605	SQUAD 2002 - CHANGE OIL & TIRE ROTATION	46.19	114663	02/26/2024
	42810	SQUAD 2014 - CHANGE OIL & WINDOW WITCH & ALIGNMENT	208.47	114663	02/26/2024
	42817	SQUAD 2014 - INSTALL 4 NEW TIRES & MOUNT & BALANCE	692.00	114663	02/26/2024
	42884	SQUAD 2013 - CHANGE OIL & TIRE ROTATION & REPLACED BATTERY	372.04	114663	02/26/2024
TOTAL FOR: A	AMERICAN IMPORTS	-	2,043.89		
10120	ANCOM COMMUNI	CATIONS INC			
	119767	RENEWAL OF COMMANDER SOFTWARE 2024 CLOUD BASED COMMANDER	5,410.00	114664	02/26/2024
	119774	LOW PROFILE 800 MHZ ANTENNA	119.10	114664	02/26/2024
TOTAL FOR: A	ANCOM COMMUNICATIO	ONS INC	5,529.10		
MISC-UB	ANDREW & KATH	ERINE ZAPPA			
	7114089	WATER CONSERVATION REBATE *WATER CONSERVATION REBATE	200.00	114665	02/26/2024
TOTAL FOR: A	ANDREW & KATHERINE	E ZAPPA	200.00		
10195	AUTONATION FO	RD WHITE BEAR LAKE			
	629092	SERVICES ON 2020 FORD EXPLORER	1,543.67	114666	02/26/2024

1,543.67

INVOICE APPROVAL BY INVOICE REPORT FOR FOREST LAKE EXP CHECK RUN DATES 02/26/2024 - 02/26/2024 BOTH JOURNALIZED AND UNJOURNALIZED BOTH OPEN AND PAID

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Vendor Code Vendor Name

Check # Check Date Invoice Description Amount

14018 BANK OF MONTREAL - BMO

INVOICE APPROVAL BY INVOICE REPORT FOR FOREST LAKE EXP CHECK RUN DATES 02/26/2024 - 02/26/2024 BOTH JOURNALIZED AND UNJOURNALIZED BOTH OPEN AND PAID

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ndor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
	Active911 Inc	Active 911 subscriptions for new employees	36.24	1689	02/06/2024
	Aed Superstore	AED Pads (2)	383.66	1689	02/06/2024
		a2rLaundry detergent for turnout gear.	29.93	1689	02/06/2024
		5fttools for shop	156.96	1689	02/06/2024
	Amzn Mktp US Q7	*	19.98	1689	02/06/2024
		3f1Amazon - paper punch for apartment code pocket forms for officers	14.81	1689	02/06/2024
	Amzn Mktp US R8	5h(Skids for JD blower	125.90	1689	02/06/2024
	Amzn Mktp US R8	99aCoat rack for fire chief office.	24.97	1689	02/06/2024
	Amzn Mktp US Rt	6kkMesh Pouch for extrication tools.	21.85	1689	02/06/2024
	Amzn Mktp US Rt	6wicords for meter reading tablet	27.96	1689	02/06/2024
	Amzn Mktp US Tk	7prTraining books for FAO class.	1,294.99	1689	02/06/2024
	Amzn Mktp US Tk	7ufOffice supplies	152.52	1689	02/06/2024
	Amzn Mktp US Tk	7xtPrinter Ink for Patrick's printer	292.96	1689	02/06/2024
	Apple.Com/Bill	Apple iStorage -	2.99	1689	02/06/2024
	Ascap License F	ee Ascap Music License 2024	434.00	1689	02/06/2024
	Bca Training Ed	ucaBCA Missing persons conference-415	975.00	1689	02/06/2024
	Bestbuycom80690	454New Voice Recorder	81.99	1689	02/06/2024
	Breezy Point Re	sorBCA Missing persons conference-lodging receipt-410	277.02	1689	02/06/2024
	Broadcast Music	IrBMI Music License 2024	435.00	1689	02/06/2024
	Bwy Fbinaa Natl	Of2024 FBINAA Dues -	125.00	1689	02/06/2024
	City Of Forest	LakTest Online Building Permits-Permit Charge	76.00	1689	02/06/2024
	Dept Of Natural	R∈Swimmers itch permit	8.00	1689	02/06/2024
	Eb Basic Forens	ic Cornerhouse training for Detective Olstad/#421	215.26	1689	02/06/2024
	Greatmats Corpo	ratRubber mats for swing sets	2,374.34	1689	02/06/2024
	Hsem Tier 2 Rep	ortHSEM Annual Permit	25.54	1689	02/06/2024
	Iacp	2024 IACP Membership Dues-	190.00	1689	02/06/2024
	In Marie Ridgew	ay Mental Health Check-Ins	1,640.00	1689	02/06/2024
	Intl Code Counc	il Continuing Education for the Building Inspectors and Building Official	2,160.00	1689	02/06/2024
	Ionos Inc. 0058	123Credit	(63.26)	1689	02/06/2024
	Less Annoying C	rm CRM for I-Pads.	60.00	1689	02/06/2024
	Mailchimp	MailChimp Subscription	26.50	1689	02/06/2024
	Mapet	ANNUAL MAPET MEMBERSHIP FEE - J GRIFFIN	35.00	1689	02/06/2024
	Minnesota Chief	s C2024 MN Chiefs Dues -	212.00	1689	02/06/2024
	Mocic	MOCIC Annual Subscription - Detective Division	150.00	1689	02/06/2024
	Officemax/Depot	631099 Forms and Envelopes	160.98	1689	02/06/2024
	Paypal Iape Iape	e 2024 IAPE MEMBERSHIP DUES - J GRIFFIN	65.00	1689	02/06/2024
		ancFLPD Patch stickers - community engagement	94.50	1689	02/06/2024
	Point Emblems L	lc Department purchased badges	1,585.00	1689	02/06/2024
	Promotions Now	Community engagement - keychains	706.48	1689	02/06/2024
		wa Sewer Training Mitch Burg	150.00	1689	02/06/2024
	Secretary Of St	at∈Notary Dues-Lynn Gort	120.00	1689	02/06/2024
	Sesac	SESAC Music License 2024	581.00	1689	02/06/2024

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	Simplifile.Com	Meister D/U Easement Recording	114.36	1689	02/06/2024
	Sp Poolweb Com		1,124.00	1689	02/06/2024
	-	Custom stickers - community engagement	129.00	1689	02/06/2024
		er2024 MNJOA Conference Registration -	300.00	1689	02/06/2024
	Sudz Carwash	Squad #1510 - Detail work	179.95	1689	02/06/2024
	The Business Jou	rrMinn - St Paul Business Journal Subscription	100.00	1689	02/06/2024
	The Home Depot #	28Bulb for ice rinks	83.38	1689	02/06/2024
	Thomson West Tcd	Thomson Reuters - West Investigations	811.31	1689	02/06/2024
	U Of M Contlearn	irLeading Economic Transformation Class	225.00	1689	02/06/2024
	United Rentals #	1(Competnt person training- Mitch Burg	145.97	1689	02/06/2024
	Usps Po 26332000	45Water Samples	9.25	1689	02/06/2024
	Washco Phe	2024 Washco Haz Mat Dues	237.08	1689	02/06/2024
	Washington Count	y Notary registration fee	20.00	1689	02/06/2024
	Zayo Group, llc	December Zayo (AllStream) Invoice	2,926.44	1689	02/06/2024
TOTAL FOR: E	BANK OF MONTREAL -	BMO	21,891.81		
14128	BOLTON & MENK	INC			
	0329959	LAND USE PLAN UPDATE 2023	8,617.50	114667	02/26/2024
	0330024	AIRPORT GENERAL/ROUTING ENG	1,644.00	114667	02/26/2024
TOTAL FOR: E	BOLTON & MENK INC		10,261.50		
14240	BRENDA HOFFMAN WELLNESS 2023	WELLNESS 2023	250.00	114668	02/26/2024
TOTAL FOR: E	BRENDA HOFFMAN	-	250.00		
14180	BROTHERS FIRE W31229	& SECURITY SERVICE TO PERFORM THE 5 YEAR INTERNAL OBSTRUCTION INSPECTIONS - REPLACE CORRODED FIRE SPRINKLER	975.00	114669	02/26/2024
TOTAL FOR: E	BROTHERS FIRE & SE	CURITY	975.00		
14186	BRUCE'S FOODS	INC			
	0180 01-30-24	24 PK OF WATER QUANTITY - 6	23.94	114670	02/26/2024
TOTAL FOR: E	BRUCE'S FOODS INC		23.94		
18018	CAPITAL CITY E	FIREFIGHTER'S ASSOCIAT 2024 MEMBERSHIP DUES	50.00	114671	02/26/2024
TOTAL FOR: (CAPITAL CITY FIREF	IGHTER'S ASSOCIAT	50.00		
18024	CARGILL INC 2909089063	KD CRSE SO BULK NSF 60 - 49,840.00 LB	6,547.98	114672	02/26/2024
TOTAL FOR: (PARGILL INC	·	6,547.98		
TOTAL FON. (OTTIVOTITI TINC		0,011.90		

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Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
MISC-UB	CCM FINANCE LE	UB refund for account: 7117219	86.97	114673	02/26/2024
TOTAL FOR: C	CCM FINANCE LLC	*UB refund for account: 7117219	86.97		
10077	ODNEHOV I INV				
18077	CENTURY LINK JANUARY 2024	SENIOR CENTER TELEPHONE - JANUARY 2024	138.13	1686	01/29/2024
TOTAL FOR: C	CENTURY LINK	-	138.13		
18305	CHASE PAYMENTI	ЭСН			
		4 SERVICE FEE PAYMENTS-JANUARY BLD	168.43	1684	01/31/2024
	SERVICEB-0229202	4 SERVICE FEE PAYMENTS-FEBRUARY BLD	19.33	1688	02/07/2024
TOTAL FOR: C	CHASE PAYMENTECH	-	187.76		
18103	CHISAGO COUNTY	Y CHIEFS OF POLICE ASS			
	FLPD2024	2024 MEMBERSHIP DUES-	25.00	114674	02/26/2024
TOTAL FOR: C	CHISAGO COUNTY CHI	EFS OF POLICE ASS	25.00		
18113	CINTAS CORPORA	ATION			
	4182360867	UNIFORM & CLOTHING - M.WELSH	73.76	114675	02/26/2024
	4183116699	UNIFORM & CLOTHING - M.WELSH	73.76	114675	02/26/2024
TOTAL FOR: C	CINTAS CORPORATION		147.52		
18119	CITY OF COLUM	BUS			
	00041753	2023 EXPENSES FOR FLFD SUBSTATION #2 IN COLUMBUS - BROADBAND & MISCELLANEOUS EXPENSES	3,519.95	114676	02/26/2024
TOTAL FOR: C	CITY OF COLUMBUS	_	3,519.95		
18176	COMPANION ANI	MAL CONTROL			
	JANUARY 2024	ANIMAL CONTROL - CONTRACTUAL SERVICES JANUARY 2024	1,052.40	114677	02/26/2024
TOTAL FOR: C	COMPANION ANIMAL C	ONTROL	1,052.40		
18181	CONNEXUS ENERG	GY			
		JANUARY 2024-2 ENERGY BILL	17.00	114678	02/26/2024
TOTAL FOR: C	CONNEXUS ENERGY		17.00		
22012	DAN'S TOWING	§ RECOVERY			
	93402	TOWING OF F350 ON 01-09-24	150.00	114679	02/26/2024
TOTAL FOR: D	DAN'S TOWING & REC	OVERY	150.00		

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Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
22040	DAVID D. DREWS JANUARY 2024	CLEANING SERVICES FOR JANUARY 2024 FL SENIOR CENTER	850.00	114680	02/26/2024
TOTAL FOR: D	DAVID D. DREWS		850.00		
22206	DDA HUMAN RESC	URCES INC FOR PROFESSIONAL CONSULTING SERVICES ASSOCIATED WITH THE ORGANIZATIONAL & THE POSITION STUDY	8,400.00	114681	02/26/2024
TOTAL FOR: D	DDA HUMAN RESOURCES	3 INC	8,400.00		
22194	DODGE OF BURNS	VILE INC 2024 DODGE DURANGO PURSUIT AWD - SQUAD 2401	47,310.00	114682	02/26/2024
TOTAL FOR: D	OODGE OF BURNSVILE	INC	47,310.00		
26048	EMERGENCY AUTO SERV2472	MOTIVE TECHNOLOGIES SERVICES ON 2020 FORD UTILITY - UNIT 2013	264.50	114683	02/26/2024
TOTAL FOR: E	MERGENCY AUTOMOTIV	/E TECHNOLOGIES	264.50		
MISC	ENCORE APARTME PZ21-1050	NTS LLC BD Bond Refund *BD Bond Refund: BD-0014, Address: Note: RELEASE OF CASH IN LEIU OF LO	16,000.00	114684	02/26/2024
TOTAL FOR: E	NCORE APARTMENTS 1	LLC	16,000.00		
30003	FAIRVIEW HEALT 15007240553	H SERVICES MEDICAL SCREENINGS FOR Z. BOESEL ON 01/16/2024	539.00	114685	02/26/2024
TOTAL FOR: F	'AIRVIEW HEALTH SEI	RVICES	539.00		
30013		NY 1GAL JUG DEGREASER D113 320ZLOOPENDMOPH AA PROCELL ALK BTRY	23.29 31.10 66.53	114686 114686 114686	02/26/2024 02/26/2024 02/26/2024
TOTAL FOR: F	ASTENAL COMPANY		120.92		
30038	FIRE LOSS MANA 23-024 24-004	GEMENT LLC FIRE ALARM PLAN REVIEW - WASHINGTON CO. ENVIRONMENTAL CTR 2 HOURS FIRE EXTINGUISHING SYSTEM PLAN REVIEW - JERSEY MIKE'S SUBS	100.00	114687 114687	02/26/2024
TOTAL FOR: F	TIRE LOSS MANAGEMEN		150.00		

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Vendor Code Vendor Name Check # Check Date Invoice Description Amount 30045 FIRST ADVANTAGE OCCUPATIONAL HEALTH ANNUAL ENROLLMENT - S. SWENSON & D. SCHREIER & M. 183.55 114688 02/26/2024 2502262401 OLSON & M. CAPRA & M. BURG 183.55 TOTAL FOR: FIRST ADVANTAGE OCCUPATIONAL HEALTH 30073 FOREST LAKE ACE HARDWARE GREAT STUFF BIG GAP 120Z & 200Z 29.97 114689 02/26/2024 63772/3 18.99 02/26/2024 63806/3 OIL ASORBENT OILDRI 400T 114689 TOTAL FOR: FOREST LAKE ACE HARDWARE 48.96 30083 FOREST LAKE CABLE COMMISSION JANUARY 2024 FRANCHISE FEE 8,133.83 114690 02/26/2024 TOTAL FOR: FOREST LAKE CABLE COMMISSION 8,133.83 30098 FOREST LAKE PRINTING 19911 FLPD SERVICE PLAQUE, J. AYERS, 8X10 WALNUT, GOLD 79.25 114691 02/26/2024 ALUMINUM 19945 FLPD RETIREMENT PLAQUE, GREG WEISS, 8X10 WALNUT, 79.25 114691 02/26/2024 GOLD ALUMINUM TOTAL FOR: FOREST LAKE PRINTING 158.50 34005 GALLAGHER BENEFIT SERVICES INC 1,200.00 114692 02/26/2024 305666 FEBRUARY 2024 CONSULTING SERVICES TOTAL FOR: GALLAGHER BENEFIT SERVICES INC 1,200.00 34020 GEAR GRID, LLC 0023908-INC MIAMI, MOBILE, W/DOORS & SHELF-FLAT, MIAMI 700.00 114693 02/26/2024 700.00 TOTAL FOR: GEAR GRID, LLC GOPHER STATE ONE-CALL 34061 4010401 FTP TICKETS (73); CANCELLED TICKETS (2); TOTAL 145.85 114694 02/26/2024 BILLABLE TICKETS (71); 2024 ANNUAL FACILITY OPR FEE 145.85 TOTAL FOR: GOPHER STATE ONE-CALL 34075 GRAINGER INC 9016185218 FLANGE, 2 IN, SCHEDULE 80, SOCKET, GRAY & RETROFIT 1,737.28 114695 02/26/2024 BALL VALVE, PVC, 2 IN, EPDM 1,737.28 TOTAL FOR: GRAINGER INC 34108 GUARDIAN SUPPLY LLC 17384 BODY ARMOR - M. RICHERT 1,471.00 114696 02/26/2024 1,471.00 TOTAL FOR: GUARDIAN SUPPLY LLC

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38004	HACH COMPANY 13917355	SPADNS FLUORIDE ACCUVAC, PK/25	501.20	114697	02/26/2024
TOTAL FOR: H	HACH COMPANY		501.20		
38044	HAWKINS INC 6685253	HYDROFLUOSILICIC ACID & LPC-4 & SODIUM HYDROXIDE 50% DIAPHRAGM & CHLORINE - EPA REG. NO. 7870-2	5,182.07	114698	02/26/2024
TOTAL FOR: E	HAWKINS INC		5,182.07		
38136		US & CONSULTING LLC 1404-16-12 1 "M. PIPE X 3/4 "FE. PIPE SW.	15.52	114699	02/26/2024
TOTAL FOR: 1	HYDRAULICS PLUS &	CONSULTING LLC	15.52		
42021	IN4447925	FICE SOLUTIONS LLC PK/10 SENSOR PAPER BAGS(#5300) LIQUID GREEN FIRE, 5GL	72.39 205.00	114700 114700	02/26/2024 02/26/2024
TOTAL FOR:	INNOVATIVE OFFICE	SOLUTIONS LLC	277.39		
MISC-UB	JEFF JONES 7111025	WATER CONSERVATION REBATE *WATER CONSERVATION REBATE	105.26	114701	02/26/2024
TOTAL FOR: 3	JEFF JONES		105.26		
MISC-UB	JEFFREY & MEL: 7116676	ISSA DOLL WATER CONSERVATION REBATE *UB refund for account: 7116676	200.00	114702	02/26/2024
TOTAL FOR: 3	JEFFREY & MELISSA	DOLL	200.00		
MISC-UB	JESSICA REED 7111543	UB refund for account: 7111543 *UB refund for account: 7111543	66.81	114703	02/26/2024
TOTAL FOR: 3	JESSICA REED		66.81		
45184	JONATHAN GLADI REIMB 2024	ER RECRUITEMENT EVENT IN ALEXANDRIA - LUNCH FOR J. GLADER & M. OLSTAD	30.00	114704	02/26/2024
TOTAL FOR: 3	JONATHAN GLADER		30.00		
MISC-UB	JOSH STRATTON 7114496	WATER CONSERVATION REBATE *WATER CONSERVATION REBATE	200.00	114705	02/26/2024
TOTAL FOR: 3	JOSH STRATTON		200.00		

TOTAL FOR: LEIF & CHELSEA ERICKSON

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Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
45213	JUDY HUNTOSH VERIFIED CLAIM	MISC PLANTS FOR DOWNTOWN AND LAKESIDE PLANTERS	1,286.12	114706	02/26/2024
TOTAL FOR: 3	JUDY HUNTOSH		1,286.12		
49044	KEYS WELL DRIL 2023145	LING COMPANY REMOVE AND REINSTALL PUMP & SHOP TIME DISASSEMBLE, ASSEMBLE, BLAST AND PAINT & MACHINE SHOP/START UP	15,825.00	114707	02/26/2024
TOTAL FOR: P	KEYS WELL DRILLING	COMPANY	15,825.00		
49143	KIM CARLSON VERIFIED CLAIM	DRINKS & DESERTS FOR THE HOLIDAY GATHERING	84.11	114708	02/26/2024
TOTAL FOR: F	KIM CARLSON		84.11		
49126	KIM LANGE WELLNESS 2023	WELLNESS 2023	160.00	114709	02/26/2024
TOTAL FOR: P	KIM LANGE		160.00		
49139	KORNOWSKI CONS 27342	ULTANTS LLC 6TH MONTH OF PHASE #2 - ONLINE PERMITTING INITIATIVE	7,676.00	114710	02/26/2024
TOTAL FOR: F	KORNOWSKI CONSULTAN	NTS LLC	7,676.00		
53019	LAKEVIEW HOSPI 405096899	TAL LEGAL BLOOD DRAWS	50.00	114711	02/26/2024
TOTAL FOR: I	LAKEVIEW HOSPITAL		50.00		
MISC-UB	LEIF & CHELSEA 7116604	ERICKSON WATER CONSERVATION REBATE *WATER CONSERVATION REBATE	100.00	114712	02/26/2024

100.00

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53076	LEVANDER, GI: 35000-01000E	LLEN & MILLER PA MAYOR/COUNCIL	9,608.00	114713	02/26/2024
	35000 01000E	TOBACCO LICENSE MATTERS	14.50	114713	02/26/2024
	35000 01041E	THC ORDINANCE	29.00	114713	02/26/2024
	35000 01045E	CODE ENFORCEMENT AND PUBLIC NUISANCES	1,145.50	114713	02/26/2024
	35000 01040E	HWY 61/BROADWAY TITLE RESEARCH PROJECT	500.00	114713	02/26/2024
	35000 01047E	ADMINISTRATION	1,711.00	114713	02/26/2024
	35000-02000E 35000-02001E	DATA PRACTICES ACT MATTERS	•	114713	02/26/2024
	35000-02001E 35000-02007E	HUMAN RESOURCES MATTERS	1,058.50	114713	02/26/2024
			1,015.00		
	35000-05008E	920 6TH STREET (463 ACTION)	327.00	114713	02/26/2024
	35000-06000E	PLANNING	696.00	114713	02/26/2024
	35000-06097E	HIDDEN CREEK PLAT	49.50	114713	02/26/2024
	35000-09000E	PUBLIC WORKS	928.00	114713	02/26/2024
	35000-09023E	LAKE VIEW FARMS QUIET TITLE ACTION	696.00	114713	02/26/2024
	35000-11000E	PARKS	406.00	114713	02/26/2024
	35000-12004E	843 4TH ST. SW OLD WATER TOWER AND LEASES	246.50	114713	02/26/2024
	35000-17000E	ECONOMIC DEVELOPMENT AUTHORITY (EDA)	391.50	114713	02/26/2024
TOTAL FOR: LEVANDER, GILLEN & MILLER PA		18,822.00			
57008	MADDEN GALAN'	TER HANSEN ATTORNEYS AT			
0,000	JANUARY 2024	SERVICES RENDERED - 01/01/24 - 01/31/24	2,347.57	114714	02/26/2024
TOTAL FOR: N	MADDEN GALANTER H	HANSEN ATTORNEYS AT	2,347.57		
MISC-UB	MARCELLA GUT	TERREZ			
11100 05	7115789	WATER CONSERVATION REBATE *UB refund for account: 7115789	200.00	114715	02/26/2024
TOTAL FOR: N	MARCELLA GUTIERRE		200.00		
F7046	MADEEN MOATT	TOWER CONQUESTION POVOU			
57046	MARTIN-MCALL	ISTER CONSULTING PSYCH PUBLIC SAFETY ASSESSMENT - Z. BOESEL	625.00	114716	02/26/2024
TOTAL FOR: N	MARTIN-MCALLISTER	CONSULTING PSYCH	625.00		
57106	MENARDS				
37100	26566	3-IN-1 WINDOW SQUEEGEE & 16PC COMBO FLD HEXKEY SET & 3PC UNIVERSAL SOCKET KIT & CORDLESS POWER SCRUBB	89.47	114717	02/26/2024
	27090	20A TR/WR ST GFCI-WH	79.96	114717	02/26/2024
	27125	3 PACK CORD WRAP & FOLGER COLUMBIAN 22.60Z & POLY HBRAID YEL 3/8X75 HK & 200Z SCRUBBING BUBBLES	125.42	114717	02/26/2024
TOTAL FOR: N	MENARDS		294.85		
57122	MEMBO CATEO	TMC			
57123	METRO SALES : INV2458091	RICOH/IM 350F COPIER	93.38	114718	02/26/2024
TOTAL FOR: N	METRO SALES INC		93.38		

INVOICE APPROVAL BY INVOICE REPORT FOR FOREST LAKE EXP CHECK RUN DATES 02/26/2024 - 02/26/2024 BOTH JOURNALIZED AND UNJOURNALIZED

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BOTH JOURNALIZED AND UNJOURNAL BOTH OPEN AND PAID

		BOTH OPEN AND PAID			
Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
57401	METRO-INET				
	1735	USER, COMPUTER & EMAIL SUPPORT	22,637.00	114719	02/26/2024
TOTAL FOR: N	METRO-INET	-	22,637.00		
MISC-UB	MICHAEL KNODE				
11100 01	7110725	WATER CONSERVATION REBATE *WATER CONSERVATION REBATE	200.00	114720	02/26/2024
TOTAL FOR: M	MICHAEL KNODE		200.00		
57208	MINNESOTA DEF	ARTMENT OF LABOR & IND			
07200	APRIL 2023	SURCHARGE ALLOCATION	795.21	1675	01/02/2024
	AUGUST 2023	SURCHARGE ALLOCATION	1,150.63	1679	01/02/2024
	DECEMBER 2023	SURCHARGE ALLOCATION	862.58	1683	01/04/2024
	JULY 2023	SURCHARGE ALLOCATION	2,795.56	1678	01/02/2024
	JUNE 2023	SURCHARGE ALLOCATION	504.25	1677	01/02/2024
	MARCH 2023	SURCHARGE ALLOCATION	1,362.54	1674	01/02/2024
	MAY 2023	SURCHARGE ALLOCATION	1,663.31	1676	01/02/2024
	NOVEMBER 2023	SURCHARGE ALLOCATION	2,890.33	1682	01/02/2024
	OCTOBER 2023	SURCHARGE ALLOCATION	1,905.83	1681	01/02/2024
	SEPTEMBER 2023	SURCHARGE ALLOCATION	737.86	1680	01/02/2024
TOTAL FOR . N		ENT OF LABOR & IND	14,668.10	1000	01/02/2021
TOTAL FOR. F	TINNESOTA DEFANTA	SNI OF HADOR & IND	14,000.10		
57279	MNSPECT LLC				
	264085	STATE DELEGATION - BUILDING / SCOTT QUALLE : 22010 EVERTON AVE N	250.00	114721	02/26/2024
TOTAL FOR: M	INSPECT LLC		250.00		
61007	NAPA AUTO PAR	TS			
	195687	THICKNESS GAUGE	6.49	114722	02/26/2024
	195904	AIR FILTER	30.90	114722	02/26/2024
TOTAL FOR: N	JAPA AUTO PARTS	_	37.39		
61120	NATE MOATS				
61120	REIMB 2024	MILEAGE FOR TRAINING TO EARLE BROWN HERITAGE CENTER	104.52	114723	02/26/2024
TOTAL FOR: N	NATE MOATS	-	104.52		
65008	OFFICE OF MN		150 60	114705	02/26/2024
	W23120626	VOICE SERVICES MONTHLY INVOICE DECEMBER 2023	159.60	114725	02/26/2024
	W24010635	VOICE SERVICES MONTHLY INVOICE JANUARY 2024	48.30	114725	02/26/2024
TOTAL FOR: 0	OFFICE OF MN IT S	ERVICES	207.90		

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		BOTH OPEN AND PAID			
Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
65002	O'REILLY AUTO	PARTS			
	1517-236699	AIR FILTER & OIL FILTER & A/T FILTER	49.11	114724	02/26/2024
	1517-236711	BATTERY & CORE CHARGE	192.08	114724	02/26/2024
	1517-236716	CORE RETURN	(22.00)	114724	02/26/2024
	1517-237557	AIR FILTER	35.45	114724	02/26/2024
	1517-237836	FUEL/WTR SEP	35.27	114724	02/26/2024
TOTAL FOR: (O'REILLY AUTO PAR	TS	289.91		
65037	OTTER LAKE AN	IIMAL CARE CENTER			
	243946	ANIMAL CONTROL - MULTIPLE SERVICES CASE #2024 - 7 & 8 & 32 & 39 & 43 & 48	641.00	114726	02/26/2024
TOTAL FOR: (OTTER LAKE ANIMAL	CARE CENTER	641.00		
69103	POLARIS INDUS				00/05/0004
	INV-11638-Y0M3S2	2-8PRO XD FULL SIZE DIESEL W/EPS	60,106.94	114727	02/26/2024
TOTAL FOR:	POLARIS INDUSTRIES	S INC	60,106.94		
78265	SEAN THOMAS REIMB 2024	ATTENDED ART OF READING SMOKE CLASS IN ANOKA	15.00	114728	02/26/2024
TOTAL FOR: 3		THE TOTAL OF THE SHORE CENSO IN TWOM	15.00	111720	02/20/2021
TOTAL FOR:	SEAN THOMAS		15.00		
78136	SOURCEWELL				
	01312024	RETIREE HEALTH INSURANCE-JANUARY 2024	3,237.91	1685	01/03/2024
TOTAL FOR: 3	SOURCEWELL		3,237.91		
78176	STAPLES INC				
	3559167117	FORK & SPOONS & KNIVES HD PLASTIC BLACK 100PK & LINER 37X50 1.3MIL ACCUFT LLDP & WASTECAN 7GAL BLACK	428.31	114729	02/26/2024
	3559229938	FOAM HAND WASH LAVENDER	31.14	114729	02/26/2024
	3559229939	10 OZ FOAMING HAND WASH WATERF & SS LHS 11.250Z LAVENDR SHEA	42.84	114729	02/26/2024
	3559229940	SS LHS FRESH 11.250Z 6PK	19.39	114729	02/26/2024
	3559702692	TOWEL C FOLD 17900151	159.80	114729	02/26/2024
TOTAL FOR:	STAPLES INC	_	681.48		
MISC-UB	STEVE & GINA	WILSON			
	7101944	WATER CONSERVATION REBATE *WATER CONSERVATION REBATE	250.00	114730	02/26/2024
TOTAL FOR:	STEVE & GINA WILS	SON	250.00		

02/20/2024 03:34 PM User: ANGELA.CAMPBEI

DB: Forest Lake

INVOICE APPROVAL BY INVOICE REPORT FOR FOREST LAKE
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BOTH OPEN AND PAID

		BOTH OPEN AND PAID			
Vendor Code	e Vendor Name Invoice	Description	Amount	Check #	Check Date
82241	TIMESAVER OFF M28886	SITE SECRETARIAL INC JAN 8 2024 - EDA & CITY COUNTIL MEETING & JAN 16 - CITY COUNCIL MEETING & JAN 24 - CITY COUNCIL & PLA	895.50	114731	02/26/2024
TOTAL FOR:	TIMESAVER OFF SIT	E SECRETARIAL INC	895.50		
82139	TOTAL CONTROI	SYSTEMS INC WTP #1/3 & WTP #2 & WTP #4 & TOWNSHIP SLS #16 CRADLEPOINT MONTHLY SERVICE - PROVIDING CELL INT ACCESS	540.00	114732	02/26/2024
TOTAL FOR:	TOTAL CONTROL SYS	TEMS INC	540.00		
82178	TWENTY4SEVEN	FIRE & SECURITY CORP REPLACED KEYPAD READER ON SWAT ROOM WITH ONE CUSTOMER ALREADY HAD	475.00	114733	02/26/2024
TOTAL FOR:	TWENTY4SEVEN FIRE	& SECURITY CORP	475.00		
88017	VERIZON WIREI 9953851588	JESS VERIZON WIRELESS DEC 11 - JAN 10 2024	3,399.06	1687	01/29/2024
TOTAL FOR:	VERIZON WIRELESS		3,399.06		
90039	WASHINGTON CC 221764	OUNTY TAX LEVY BOOK & ADJUSTMENT BOOK	100.00	114734	02/26/2024
TOTAL FOR:	WASHINGTON COUNTY	_	100.00		
90100	WINNICK SUPPI 036794 036879 036927 037150 037404	JY INC 3/16" X 8" SDS PLUS ADX DRILL BIT SPUNBOND LIGHT DUTY FABRIC 12X300' FSB2 12300 20' WIDE ANGLE FLOAT SWITCH FOR PUMPS UP TO 1/2HP 1002727 MILWAUKEE 6PC OMT VARIETY KIT 2" X 3/4" BUSHING BRASS & 3/4" 90 STREET ELBOW BRASS & 3/4" X 6" BRASS NIPPLE & 3/4" COUPLING BRASS	10.36 260.06 68.36 33.13 427.29	114735 114735 114735 114735 114735	02/26/2024 02/26/2024 02/26/2024 02/26/2024 02/26/2024
TOTAL FOR:	WINNICK SUPPLY IN		799.20		
MISC	WS&D PERMIT S REFUND CC FEE	SERVICE INC PB11217 & PB11219 & PB11220	9.99	114736	02/26/2024
TOTAL FOR:	WS&D PERMIT SERVI	CE INC	9.99		
98000	ZARNORTH BRUS	SH WORKS, INC 5'X25" COMBO WAFER (32KC,2KP) BROOM REFILL	489.00	114737	02/26/2024
TOTAL FOR:	ZARNORTH BRUSH WO	RKS, INC	489.00		

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BOTH	OPEN	AND	PAID	
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Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
98012	ZIP REPORTS				
	2315010012	SEARCH FEE FOR J. WENSMANN & D. SAWACKE	20.00	114738	02/26/2024
	2401010011	SEARCH FEE FOR Z. BOESEL	10.00	114738	02/26/2024
TOTAL FOR: Z	ZIP REPORTS		30.00		
TOTAL - ALL	VENDORS		306,625.37		

City of Forest Lake - Livestream and Recorded Meetings

1. Call to Order

2. Roll Call

Attendee Name	Title	Status	Arrived
Mara Bain	Mayor	Present	
Sam Husnik	Councilmember	Present	
Hanna Valento	Councilmember	Present	
Leif Erickson	Councilmember	Present	
Blake Roberts	Councilmember	Present	

3. Pledge of Allegiance

4. Approve the Agenda (Action)

<u>Motion:</u> Councilmember Erickson made a <u>Motion to Approve</u> the Agenda as presented. Motion seconded by Councilmember Valento. <u>Motion carried 5-0.</u>

5. Open Forum – Citizen Petitions, Requests, and Concerns

The Open Forum is available for residents to express personal opinions for any item of business. Please limit your comments to three (3) minutes.

Susan Young, 9950 199th St. N, gave an update on the Rotary Plunge, for which 24 teams and 110 jumpers are registered. She thanked the Police Department and Public Works for their support and assistance with the event. She noted there is still time to form a team, and spectators are welcome.

6. Consent Agenda Considerations (Action Items)

- a. Approve City Bills
- b. Approve Minutes:
 - 1. January 16, 2024 Special Council Meeting
 - 2. January 22, 2024 Regular Council Meeting
- c. Approve Contractor's Request for Payment
 - 1. Water Treatment Plant No. 4 Contractor's Request for Proposal No. 21
 - 2. 2023 Street Pavement Maintenance Project Contractor's Request for Payment No. 5 and Final
- d. Approve Pay Equity Report
- e. Approve Hire Administrative Assistant 1 Utility Billing
- f. Approve Hire of Police Captain

- g. Approve Hire of Police Sergeant
- h. 2024 Minnesota Law Enforcement Support Office (MN-LESO Program) Authorization and Local Community Notification
- i. Approve Massage Business License Renewals
 - 1. Timeless Elements Med Spa and Laser Center, Inc.
- j. Approve Massage Individual License Renewals
 - 1. Janette Collins
- k. Approve Liquor License Temporary
 - 1. Church of St. Peter 1 to 4 Day Temporary On-Sale Liquor License for 04-26-2024
- I. Approve Gambling Permits
 - 1. Church of St. Peter LG220 Gambling Exempt Permit
 - 2. Forest Lake Ducks Unlimited LG220 Gambling Exempt Permit
 - 3. Forest Lake Fire Department Relief Association LG220 Gambling Exempt Permit
- m. Approve Resolution 02-12-24-01 Authorize Execution of MNDOT Grant Agreements for Airport Improvements
- n. Accept Drainage and Utility Easements
 - 1. Lot 1, Block 3, Hidden Creek Capstone Homes
 - 2. Lot 1, Block 2, Hidden Creek Headwaters Land Group LLC
- o. Declaring Surplus Equipment and Property Forest Lake Police Department

<u>Motion:</u> Councilmember Husnik made a <u>Motion to Approve</u> the Consent Agenda Items 6.a. through 6.o. Motion seconded by Councilmember Valento. <u>Motion carried 5-0.</u>

7. Regular Agenda (Action Items)

 a) Resolution 02-12-24-02 – Accepting Donation from Morrie's Forest Lake Chevrolet – Alan Newman

Fire Chief Newman thanked Morrie's Forest Lake Chevrolet for their continued support of the Forest Lake Fire Department. City staff recommends to accepting the donation with gratitude.

<u>Motion:</u> Mayor Bain made a <u>Motion to Adopt</u> Resolution 02-12-24-02, Resolution Accepting Donation. Motion seconded by Councilmember Roberts. <u>Motion carried 5-0.</u>

b) Resolution 02-12-24-03 – Accepting Donations for Bridge Lighting – Kevin Knopik Finance Director Knopik reviewed bridge lighting donations from individuals and businesses. City staff recommends accepting the donations with gratitude.

<u>Motion:</u> Mayor Bain made a <u>Motion to Adopt</u> Resolution No. 02-12-24-03 Accepting Donations. Motion seconded by Councilmember Valento. <u>Motion carried 5-0.</u>

c) Forest Lake Rotary Winter Plunge Event Updates – Abbi Wittman

Community Development Director Wittman stated the Rotary Plunge event will take place this weekend. She added City staff have made alternative plans to have the Plunge off the ice and

out of the park. She requested City Council approval of a waiver of the \$50 outdoor entertainment fee.

<u>Motion:</u> Councilmember Husnik made a <u>Motion to Approve</u> waiving the outdoor entertainment with tent permit fee in the amount of \$50 for the 2024 Rotary Winter Plunge.

Motion seconded by Councilmember Erickson. Motion carried 5-0.

d) 2024 Local Street Improvement Project – Approve Plans and Specifications & Authorize Ad for Bid – Ryan Goodman

City Engineer Goodman reviewed the 2024 Local Street Improvement Project. He stated two project dates have been revised: bid opening on March 8, 2024 and potential award at the March 25, 2024 City Council meeting. He added, with regard to public outreach, two residents emailed or called with questions about the project, and residents will receive notification of a firm schedule as well as weekly progress updates. City Engineer Goodman requested City Council approval of plans and specifications and authorization advertising for bid for the 2024 Local Street Improvement Project.

Councilmember Roberts requested clarification regarding the feedback received from two residents. City Engineer Goodman stated a separate notice was sent to 6 properties along the frontage road regarding the road closure, and 2 responses were received.

Councilmember Erickson asked whether any concerns were expressed by Public Works or Public Safety. City Engineer Goodman stated there were no concerns.

Mayor Bain asked whether feedback has been received on other projects. City Engineer Goodman stated City staff worked with Dressel Trucking to maintain access to their business during construction.

Mayor Bain asked whether agreement was reached with the property owners. City Engineer Goodman stated 140 feet of pavement will be replaced, and curb and gutter will be installed.

Councilmember Roberts asked whether there are alternative options for a trail. City Engineer Goodman stated trail plans are in the project bid as an alternate and separate from the base bid.

Councilmember Roberts requested clarification with regard to the HOA. City Engineer Goodman stated City staff will address the HOA when costs have been established.

Councilmember Roberts stated some residents have commented on the trail that connects the neighborhood to the middle school. He added it would be good to work with the School District on that issue.

<u>Motion:</u> Councilmember Husnik made a <u>Motion to Approve</u> the plans and specifications for the 2024 Local Street Improvement Project and authorize advertisement for bids. Motion seconded by Councilmember Valento. Motion carried 5-0.

e) Ordinance No. 734 – 2024 Fee Schedule Revisions – Abbi Wittman

Community Development Director Wittman reviewed the fee schedule including an error in the fingerprinting costs, which should be \$30. She stated there are a few changes to the online permitting program including a flat fee of \$110 for both single- and multi-family construction, defaulting to the higher rate. She added the park use fees will be waived if there is a user agreement in place with the City.

<u>Motion:</u> Councilmember Valento made a <u>Motion to Adopt</u> Ordinance No. 734, An Ordinance Repealing and Replacing City Code Chapter 35, Fees and Service Charges.

Motion seconded by Councilmember Erickson. Motion carried 5-0.

f) Job Description for Clerk and Posting – Kristina Handt

Interim City Administrator Handt reviewed the proposed City Clerk job description and salary based on comparables from 8 cities as well as feedback from City staff and the labor attorney. Interim City Administrator Handt stated she feels comfortable leading the recruitment effort rather than using a recruiting firm.

Interim City Administrator Handt stated staff recommends the Council approve the City Clerk job description as presented and authorize staff to advertise the position at grade 13 on the non-union wage schedule.

<u>Motion:</u> Councilmember Valento made a <u>Motion to Approve</u> the City Clerk job description as presented and authorize staff to advertise the position at grade 13 on the non-union wage schedule. Motion seconded by Councilmember Husnik. <u>Motion carried 5-0.</u>

Interim City Administrator Handt stated the position will be posted this week.

g) Selection of City Administrator Search Firm – Amanda Johnson

City Attorney Johnson welcomed representatives from four consulting firms to present proposals for the City Administrator search. Each representative gave a brief summary regarding their proposal.

Bart Fischer, representing DDA HR, stated his firm provides full-service consulting with 25 years of experience as well as a 2-year placement guarantee. He added he has previously served as a City Administrator for numerous local communities. He reviewed the proposed search process and timeline, with interviews beginning May 21, 2024 followed by final candidate selection and a new Administrator in place by June or July 2024.

Mayor Bain asked whether DDA HR would incorporate public outreach and community input into the selection process. Mr. Fischer stated his firm is very flexible with regard to community involvement in the process.

Patty Heminover, Baker Tilly, reviewed the proposed search process, including meetings with City staff and City Council as well as regular progress reports, a semi-finalist list with videos, and working together to move candidates forward.

Mayor Bain asked whether Baker Tilly would incorporate public and community input into the selection process. Ms. Hemmen stated Baker Tilly can provide a community survey, which is included in their proposal.

Carl Amlie, Express Employment Professionals, joined the meeting via phone. He stated he is very involved in the Forest Lake community, including as a Chamber of Commerce Board Member and sponsor of a scholarship for Forest Lake students. He reviewed the proposed search process, including an interview process individually audited by a third party. He added he would project a late April start date for the successful candidate. He stated his company provides a 2-year placement guarantee.

Mayor Bain asked whether Express Employment Professionals would incorporate public outreach and community input into the selection process. Mr. Amlie stated panel interviews, surveys and data collection can be conducted, and a community open forum panel is also an option.

Mayor Bain asked who would be leading the search. Mr. Amlie stated Casey would lead the search along with a few recruiters.

Charlene Stevens, GovHR USA, stated her firm is a public management recruitment and consulting firm working exclusively with local government. She reviewed the recruitment process, including initial Zoom interviews with prospective clients and facilitation of the entire interview process. She added her firm provides a 2-year placement guarantee.

Mayor Bain asked whether GovHR USA would incorporate public outreach and community input into the selection process. Ms. Stevens stated community outreach can include community surveys; interviews with key stakeholders and community partners; and community stakeholder panels and presentations.

Mayor Bain requested feedback from the City Council.

Councilmember Husnik stated they are all strong candidates. He added he does not support Baker Tilly. Mayor Bain agreed.

Councilmember Erickson stated the four firms have similar recruitment processes and would all do an excellent job. He added he has had the pleasure of working with Mr. Amlie, who is very involved with the local Chamber of Commerce.

Councilmember Roberts stated Express is a local firm, but expressed concern with how many City Administrators they have placed. He added that could be good too.

Councilmember Valento stated GovHR USA has the most experience with involving the community in the recruitment process.

Mayor Bain stated she is supportive of Express due to their local presence. She expressed concern about their lack of network, and that they may be limited in terms of recruitment

outreach. She expressed preference for DDA as they recently assisted the City with a staffing study.

Councilmember Husnik stated he supports either DDA or GovHR USA.

Councilmember Erickson stated he likes the local connection of Express, having had experience working with Mr. Amlie. He added it is valuable to have a local network.

Councilmember Roberts requested input from City staff with regard to their history with DDA, and whether that would be an advantage. City Attorney Johnson confirmed this, adding representatives of DDA, a local firm with a narrow focus, has built relationships with City staff.

<u>Motion:</u> Councilmember Husnik made a <u>Motion to Approve</u> hiring GovHR USA and direct City staff to work with the firm to begin the City Administrator search.

Motion died for lack of a second.

<u>Motion:</u> Mayor Bain made a <u>Motion to Approve</u> hiring DDA HR at a total price of \$24,000 and direct City staff to work with the firm to begin the City Administrator search.

Motion seconded by Councilmember Roberts.

Discussion during the motion:

Councilmember Roberts stated he seconds the motion for the purposes of discussion.

Councilmember Husnik stated GovHR USA's presentation was well organized. He added he could also support DDA HR.

Councilmember Roberts stated his experiences working with Mr. Fischer have been very positive and he feels comfortable recommending DDA HR. Mayor Bain agreed and stated she supports DDA HR due to their experience level and depth of understanding of the process.

Councilmember Erickson stated he appreciated all the proposals. He added he supports DDA HR as well.

Motion carried 5-0.

City Attorney Johnson stated DDA HR's position profile will be presented at the March 11, 2024, City Council meeting. Mayor Bain asked whether the profile could be expedited to the February 26, 2024, meeting. She added she will be absent on March 11, 2024. Councilmember Erickson stated he will be absent on February 26, 2024.

It was agreed that the position profile would be reviewed at the March 11, 2024 City Council meeting.

h) Board and Commission Appointments – Mara Bain

A staff member reviewed recommendations for appointments to City Boards and Commissions.

<u>Motion:</u> Councilmember Erickson made a <u>Motion to Approve</u> reappointments as proposed by Mayor Bain.

Motion seconded by Councilmember Valento. Motion carried 5-0.

8. Discussion

a) DDA Staffing Study Presentation - Kristina Handt

Interim City Administrator Handt introduced and asked Mr. Fischer to address the City Council. Bart Fischer, DDA HR, reviewed a proposed organizational study to determine the most appropriate staffing structure, and provided a report with recommendations.

Mayor Bain asked what the next best move for the City of Forest Lake is. Mr. Fischer stated the HR position is an extremely important position. He added he understands and concurs with City staff's opinion that the administrative services director position should be a priority.

Mayor Bain requested clarification regarding the administrative services director position. Interim City Administrator Handt stated, in her proposal, the Administrative Services Director would devote an estimated 75% of their time to HR-related issues. She added, for the immediate future, filling this position will be the main priority.

Councilmember Husnik thanked Mr. Fischer for his input and feedback.

Interim City Administrator Handt stated it may be more challenging to fill the administrative services director position, and it would be good to get that started.

Councilmember Erickson asked whether the position will be partially billed to Human Resources. Mayor Bain stated there are 2 positions funded.

Councilmember Roberts stated there may be a possibility of engaging a short-term, interim person to fill the position. Mr. Fischer agreed.

Mayor Bain stated an interim or contract position could be the best option and making that determination would be a good first step. She thanked Mr. Fischer for his report.

b) Legislative Bonding Priorities – Kristina Handt

Interim City Administrator Handt stated the State legislative session started today in St. Paul. She added the City Council could discuss bonding topics and review CIP projects.

Councilmember Husnik stated he appreciates inclusion of the Forest Boulevard project, which needs to be done.

Mayor Bain stated she appreciates Ms. Handt's perspective on bonding issues and tours. She added it is good to know the process to get Forest Lake as a tour stop, which requires additional planning. She noted it is helpful to have different types of projects on the list, and Forest Road is the headliner this year.

Councilmember Erickson asked when the list needs to be ready. Interim City Administrator Handt stated the City Council could prioritize projects, as the list is not due until June 2025.

Councilmember Roberts expressed concern about Forest Boulevard with regard to taking land without hard numbers.

Interim City Administrator Handt said there might be some details to work through but she would encourage the City Council not to pull back on the bonding proposal.

Councilmember Roberts stated he supports the project, although he is concerned that a property owner might not be in favor. He added he supports property rights.

Mayor Bain expressed concern about project funding, and the fact that the window will narrow if the City does not act quickly.

Councilmember Roberts stated feedback from residents has indicated that the North Shore must be the next priority, after Forest Road. He added that will affect future development, and North Shore Drive is in better shape than North Shore Trail.

City Engineer Goodman stated, in terms of funding applications, North Shore Drive will get more attention than North Shore Trail.

Mayor Bain stated Representative Anderson is hosting an Open House on February 13, 2024, at 5:30 p.m. at the Legion.

9. Staff Updates

Community Development Director Wittman stated she and Building Official Corey Murphy met with the owners of a new Latin fusion restaurant to be located in the old Fireside building which they plan to renovate and convert. The owners have also acquired the old theater property as part of the transaction, of which they were under the impression that the building was condemned. The owners are aware that the City is concerned about the condition of the building, and that they have options for potential funding sources. City staff have connected them with potential partners for future redevelopment.

Interim City Administrator Handt stated the next City Council work session will be held February 20, 2024.

City Attorney Johnson stated the Lakeview Farms/Forest Hill Farms litigation is completed.

Public Works Director Adams stated interviews are being conducted this week, and hopefully City staff will have a candidate to present at the City Council's February 26, 2024 meeting.

City Engineer Goodman stated the water efficiency grants program ends June 30, 2024. He encouraged residents to take advantage of this rebate program.

10. Mayor and City Council Updates

Councilmember Roberts stated he attended last Planning Commission meeting at which a new project with Five Below retailer was discussed. He added he has worked with Chair Girard to identify candidates for open Planning Commission positions.

Councilmember Valento stated she recently attended the Washington County Long Range Transportation Plan meeting, at which many City staff and elected officials were in attendance.

Councilmember Husnick stated he and Interim City Administrator Handt met with a group that is developing the Veteran's Memorial proposal.

Mayor Bain stated she attended tonight's Economic Development Authority meeting with Councilmember Husnick.

11. Closed Session

<u>Motion</u>: Mayor Bain made a <u>Motion to Move into Closed Session</u> Pursuant to Minnesota Statutes §13D.05, Subdivision 2(b), for preliminary consideration of allegations or charges against an individual subject to its authority.

Motion seconded by Councilmember Husnik. Motion carried 5-0.

The Regularly Scheduled Council Meeting reconvened at 10:42 p.m.

12. Adjourn

<u>Motion:</u> Mayor Bain made a <u>Motion to Adjourn</u> the Regularly Scheduled Council Meeting at 10:43 p.m. Motion seconded by Councilmember Valento. <u>Motion carried 5-0.</u>



Office of Engineering

1408 Lake Street S.
Forest Lake, MN 55025
651.325.5066
651.464.6874 fax
www.ci.forest-lake.mn.us

February 19, 2024

Honorable Mayor and City Council City of Forest Lake 1408 Lake Street S Forest Lake, MN 55025

RE: Suite Living formerly known as DigniCare Site Improvements

Letter of Credit Reduction Request No. 2

Dear Mayor and Council:

The Representatives from Suite Living have requested a reduction in their financial surety for the site improvements that have been completed to date for the Planned Site Improvements.

The reduction includes completion of the site utilities, parking lot installation, landscaping, and street light installation. Remaining work includes regrading along the building as identified by the Building Department, final site restoration, landscaping acceptance, erosion control maintenance, and withholding funds for record plans as required by City and Watershed District.

The current Letter of Credit is for the amount of \$118,000.00. The estimated value of the remaining site work is \$24,000 which includes 125% per the Development Agreement

We request that the City Council consider the request to reduce the financial securities for the site improvements to an amount no less than \$24,000 for this project. Please contact me if you have any questions regarding this letter of credit reduction.

Sincerely,

Ryan J. Goodman, P.E.

Ryon J. Loveman

City Engineer (612) 597-7140

Enclosure: Letter of Credit Estimate – Reduction No. 2

Letter of Credit Cost Estimate for Site Improvements Suite Living of Forest Lake Letter of Credit Reduction No. 2 - February 2024

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Price			
Part 1 -	Sanitary Sewer	<u> </u>	1	1				
1	Connect to Existing Sanitary Sewer Service	EA	0	\$1,500.00	\$0.00			
2	6" PVC Sewer	LF	0	\$50.00	\$0.00			
3	Sanitary Manhole	EA	0	\$4,500.00	\$0.00			
4	Improved Pipe Foundation	LF	0	\$10.00	\$0.00			
5	Utility Testing/Televising	LS	0	\$3,000.00	\$0.00			
	Part 1 - Sanitary Sewer Total Estimated Construction Costs							

art 2 -	Water Main					
6	Connect to Existing Water Main	EA	0	\$1,500.00	\$0.00	
7	8" Water Main	LF	0	\$75.00	\$0.00	
8	6" Water Main	LF	0	\$65.00	\$0.00	
9	Ductile Iron Fittings	LB	0	\$20.00	\$0.00	
10	Hydrant	EA	0	\$7,500.00	\$0.00	
11	8" Gate Valve	EA	0	\$3,500.00	\$0.00	
12	6" Gate Valve	EA	0	\$3,000.00	\$0.00	
12	Improved Pipe Foundation	LF	0	\$10.00	\$0.00	
13	Utility Testing (Bacteria & Pressure)	LS	0	\$2,000.00	\$0.00	
	Part 2 - Water Main Total Estimated Construction Costs					

Part 3 -	art 3 -Storm Sewer						
14	Connect to Existing Storm Sewer	EA	0	\$1,000.00	\$0.00		
15	6" PVC Storm Sewer	LF	0	\$50.00	\$0.00		
16	12" Storm Sewer	LF	0	\$75.00	\$0.00		
17	12" Storm Sewer Apron	EA	0	\$1,200.00	\$0.00		
18	Rip Rap	TN	0	\$55.00	\$0.00		
19	Improved Pipe Foundation	LF	0	\$10.00	\$0.00		
20	Storm Sewer MH or Catch Basin including Cstg and Adj Rings	EA	0	\$2,500.00	\$0.00		
21	Stormwater Pond	LS	0	\$25,000.00	\$0.00		
22	Storm Drain Inlet Protection	EA	0	\$200.00	\$0.00		
	Part 3 - Storm Sewer Total Estimated Construction Costs						

Part-4 -	Street Improvements				
23	Mobilization	LS	0.20	\$10,000.00	\$2,000.00
24	Traffic Control	LS	0.10	\$5,000.00	\$500.00
25	Sawing Bituminous Pavement	LF	0	\$3.00	\$0.00
26	Remove Curb	LF	0	\$5.00	\$0.00
27	6" Concrete Sidewalk	SF	0	\$9.00	\$0.00
28	Pedestrian Ramp	EA	0	\$2,500.00	\$0.00
29	Aggregate Base, Class 5	TN	0	\$25.00	\$0.00
30	Concrete Curb and Gutter	LF	0	\$25.00	\$0.00
31	Bituminous Mixture Non-Wearing Course Mixture	TN	0	\$95.00	\$0.00
32	Bituminous Mixture Wearing Course Mixture	TN	0	\$95.00	\$0.00
33	Street Sweeping	HR	0	\$250.00	\$0.00
34	Stabilized Construction Entrance	EA	0	\$2,500.00	\$0.00
35	Re-grading area identified by Building Department	LS	1	\$7,000.00	\$7,000.00
36	Final Site Restoration/Remove erosion control	LS	1	\$5,000.00	\$5,000.00
37	Record Plans	LS	1	\$2,500.00	\$2,500.00
38	Street Lighting	EA	0	\$5,000.00	\$0.00
39	Topsoil Borrow (LV)	CY	50	\$40.00	\$2,000.00
	Part 4 - Street Improvements Total Estimated Construction Costs				

Summary:

Part 1 - Sanitary Sewer Total Estimated Construction Costs
Part 2 - Water Main Total Estimated Construction Costs
Part 3 - Storm Sewer Total Estimated Construction Costs
Part 4 - Street Improvements Total Estimated Construction Costs
Total Site Improvements Cost Estimate
\$19,000.00

Date: February 20, 2024

To: Forest Lake City Council

From: Dave Adams, Public Works Director

RE: Hiring Recommendation

Due to retirement last fall, Public Works has an open Maintenance/Equipment Operator I position within the department. After reviewing 60+ applications and performing in-person interviews, a decision was made to pursue the hiring of David Anderson for the position. A formal job offer was made and accepted by David. The job offer is contingent upon City Council approval and a pre-employment drug screening. If contingencies are met, David's start date would be March 18th.

Recommendation

Approval to hire David Anderson to the position of Maintenance/Equipment Operator I at Grade 5-Step 1 (\$29.13/hr.) pursuant to the 2022-2024 IUOE Local 49 labor agreement.

Date: February 26, 2024

To: Honorable Mayor & City Council Members

From: Richard R. Peterson, Chief of Police

Re: Police Sergeant Promotion

Sergeant Bruce Peterson will be retiring on March 29, 2024, after working 22 years with the Forest Lake Police Department and over 30 years in law enforcement. Sergeant Peterson was hired by the Forest Lake Police Department on April 16, 2002 and his last day of employment will be on March 29, 2024. Congratulations to Sergeant Bruce Peterson on his retirement and we thank him for his service!

With Sergeant Bruce Peterson's upcoming retirement, there will be a vacancy in our sergeant ranks. A Police Sergeant's Promotional Process was completed in November/December of 2023. Officer Nicholas (Nick) Kent requested to participate in the process and is being recommended to the city council as our next police sergeant with the Forest Lake Police Department.

Officer Nick Kent has worked with the Forest Lake Police Department since 2006. Officer Kent has worked as a patrol officer, K-9 officer, narcotics detective, field training instructor, firearms instructor, and use of force instructor.

Staff Recommendation:

If Removed from Consent:

"Motion to promote Officer Nick Kent to the position of Police Sergeant at Step 3 (\$52.88/hour) pursuant to the 2023-2025 LELS Local #326 Labor Agreement effective March 16, 2024.

Date: February 26, 2024

To: City of Forest Lake Mayor and City Council

From: Ken Roberts, City Planner

Re: Preliminary Planned Unit Development - Westlake Shopping Center

Applicant and Owner: MN-Forest Westlake, LLC (Brian Holder)

Location: 119 12th Street SW

Zoning District: B-2 (Highway Business District)

Comprehensive Land Use Plan: Highway Commercial

60-Day Deadline: February 21, 2024 (extended by the applicant to February 26, 2024)

Introduction-Background

Mr. Brian Holder, representing the property owner of the Westlake Shopping Center (MN-Forest Westlake, LLC), has submitted applications to the City for approval of a Planned Unit Development (PUD) and Site Plan approval. Specifically, they are proposing to construct a new 9,600 square-foot building and associated parking in the undeveloped area north of the existing Northern Tool and Equipment Store located at 119 12th Street SW. The applicant-owner is intending the proposed building for additional retail store space.

Such a project requires City approval of a Planned Unit Development (PUD) as the proposed free-standing building would be a second building on the property and also requires City approval of the project site and design plans. Please see the attached project narrative, maps and project plans for more information about these applications.

On January 24, 2024, the Planning Commission held a public hearing about the proposed Planned Unit Development and Site Plan approval request for the expansion of the shopping center. The Planning Commission voted to recommend to the City Council approval of the Preliminary Planned Unit Development. The Commission also approved the project design plans, subject to conditions of approval.

The City Council is being asked to review and approve a Preliminary Planned Unit Development for the entire shopping center. The PUD, if approved by the City Council, would allow the owners of the shopping center to add a free-standing retail building to the property and reduce the amount of pervious surface area on their entire shopping center property.

Discussion

Zoning and Land Use Review

The entire Westlake Shopping center is on three separate properties with a total area of 12.25 acres. The property of the proposed building is 5.74 acres and includes the Northern Tool and Equipment store and surface parking. The entire shopping center and many of the nearby commercial properties are located in the B-2 (Highway Business) zoning district where commercial and retail business are permitted uses. Forest Lake's 2040 Comprehensive Plan guides Highway Commercial areas for "uses that provide a wide range of goods and services that serve the needs of people who live or work in and around the City."

Planned Unit Development

The applicant/property owner has applied to the City for approval of a Planned Unit Development (PUD) for this project. The City Code includes the following language about PUD'S:

Planned Unit Development Purpose (§ 153.341.A):

"... to permit a more creative and flexible regulatory process in guiding land development as compared to the standard development regulations of this chapter. The PUD process provides a joint planning/design effort by the city and the applicants, as opposed to the city establishing limits within which applicants must perform. The intent is to provide a greater degree of creativity and flexibility and promote the health, safety, order, convenience, prosperity, and general welfare of the city and its inhabitants."

The owner-applicant is proposing to construct a new 9,600-square-foot building and associated parking in the vacant area at the north end of the shopping center property. As proposed, the new building could have two-five separate tenants depending on their space needs. The proposed site plan shows 50 new parking spaces on the west side of the new building. The new building and its associated driveways and parking will increase the total impervious surface area of the entire shopping center to 83.4 percent.

The PUD Overlay District, if approved by the City Council, provides a method for the City to allow a greater degree of creativity and flexibility when reviewing development proposals when compared to the City's standard development regulations. In this case, the intent for the proposed PUD for the shopping center is to allow for greater flexibility from two of the City's development standards. These include allowing the second free standing retail building on a property and to allow a total impervious surface area for the entire shopping center of 83.4 percent. This request exceeds the maximum impervious surface area limit of 80 percent of the lot area as set by the standards of the B-2 Zoning District.

Site Plan and Design Review

Setbacks and Building Location

The project plans show the new building located in the undeveloped green-space area north of the Northern Tool and Equipment building. The owner-applicant has designed the proposed 9,600 square-foot building and associated parking for two-five separate retail tenants. As proposed, the building and its parking area would meet all required setbacks. The building would be 152 feet from the eastern property line, 171 feet from the western property line and 38 feet from the north property line.

Public Infrastructure Improvements

The site is not currently directly served by public sanitary sewer and by public water. The applicant is proposing to extend City sanitary sewer and City water services into the project site from the public utilities planned for the Mister Car Wash project. These future public utilities will be located on the west side of the project site in existing 24-foot-wide access and drainage and utility easements. These easements are shown on the certificate of survey for this project site. All the utility extensions into the project site will be private and not the responsibility of the City. The City Engineer will need to review and approve the final construction plans for the extensions of the public utilities and services.

Future City Right-of-way and Easement Needs

The current street right-of-way for 12th Street SW is 66 feet wide and there are 10-foot-wide utility and drainage easements on the shopping center property adjoining 12th Street SW and 3rd Avenue SW. There is a 12 to 15-foot-wide landscape strip on the west side of the shopping center parking lot adjacent to the sidewalk along the east side of 12th Street SW. Much of the existing sidewalk is in the public right-of-way for 12th Street SW but the section of the sidewalk adjacent to the right-hand turn lane is in the existing 10-foot-wide utility and drainage easement. Along 3rd Avenue SW there is an existing 6 to 14-foot-wide landscape strip between the street right-of-way and the edge of the existing parking lot.

The City has started preliminary design work for the reconstruction of 12th Street SW from Broadway Avenue to south of the intersection with 3rd Avenue SW. It appears from the preliminary street reconstruction design plans the City will need additional street right-of-way and easements from many of the property owners adjoining 12th Street SW and possibly along 3rd Avenue SW to accommodate the future design of the street. It should be noted the City has not finalized the design of the future street improvements and so the City cannot yet make a determination as to where and how much street right-of-way or easements will be necessary for the future street project.

In consideration for City approval of the PUD for the project, City staff is recommending the applicant-owner dedicate to the City roadway, pedestrian, drainage and utility easements over the existing landscape areas along the western and southern property lines of this development (adjacent to 12th Street SW and 3rd Avenue SW). City staff expect these new easements to be 6 to 14 feet in width. The intent of these easements is to accommodate existing and future roadway, utility and pedestrian needs along the two public streets. In response to this condition, the applicant has updated their overall site plan (Plan Sheet C401) to show the proposed additional easements along 12th Street SW and 3rd Avenue SW.

The City will require the applicant to show all existing and required easements on the final PUD and project plans for this site and the property owner to enter into easement, maintenance and access agreements for the new drainage and utility and pedestrian easements. These agreements and easements shall be recorded against the property at Washington County and proof of recording shall be submitted to the City.

Staff/Partner Agency Comments

City Engineer Comments:

The City Engineer provided the City with a review memo dated December 22, 2023 and an updated review memo dated February 20, 2024 with comments on this proposal. Most of his comments appear technical in nature and require the project engineer to make changes to the plans or to add notes to the project plans. City staff shared these comments with the project engineer who has been revising the civil design and landscaping plans as necessary.

Public Works Director Comments:

Public Works Director Adams comments have been incorporated in the City Engineering Memo.

Fire Chief

City staff provided the Fire Chief with the proposed development information and plans but he did not have any comments.

Comfort Lake-Forest Lake Watershed Comments:

The applicant has submitted an application and plans to the Comfort Lake-Forest Lake Watershed District for their approval and permitting. The Watershed District has given the project a conditional approval subject to the applicant finalizing the project plans and meeting other Watershed District conditions. This project must receive proper approval and permitting from the Watershed District before the City will issue any permits for this project.

Public Comment

Neighborhood Meeting

A neighborhood meeting was held on Wednesday, January 10, 2024 at Forest Lake City Hall. One resident attended this meeting where he had an opportunity to ask the developer questions directly. This nearby resident noted the following:

- 1. He was generally supportive of the new building and parking lot.
- 2. He noted the following concerns and issues:
 - Noise generated by overnight and early morning deliveries and garbage pickup can be disturbing to the residential neighbors.
 - Drivers are using the private driveway behind the shopping center (on the east side) as a "cut-through" between Broadway Avenue and 3rd Avenue SW. This creates additional noise and disturbance to the nearby residences.
 - He said he has observed vehicles proceeding west on 2nd Avenue SW from Highway 61 toward the shopping center and then having to change their route when they find the culde-sac at the west end of the street. He believes drivers are using this route to try to get to the west when traffic backs-up at the round-about at Highway 61 and Broadway Avenue. It was his opinion that this additional traffic is causing additional wear and tear to the cul-desac and that it makes 2nd Avenue SW less safe for pedestrians.

City staff and the developer discussed these issues during the neighborhood meeting. The applicant/developer agreed to explore operational changes for the tenants in the shopping center and the possibility of adding traffic calming measures and signage along the existing private driveway to discourage drivers from using it as a cut-through between Broadway Avenue and 3rd Avenue SW.

Public Hearing

The City noticed a public hearing for this request in advance of the City's Planning Commission January 24, 2024 meeting. There were two neighbors that expressed concerns about traffic and traffic patterns in the area of the shopping center during the Planning Commission meeting. City staff have also received one verbal comment in support of the proposal.

Planned Unit Development (PUD) Considerations for Approval

City Code Section 153.341(G) provides the following criteria for the Planning Commission to consider when evaluating whether to recommend to the City Council approval of a Preliminary PUD. Staff has provided an assessment of each criteria in *italics*.

- (1) The consistency of the proposed PUD with the City's Comprehensive Plan;
 - The proposed use and site plan are consistent with the City's adopted 2040 Comprehensive Plan.
- (2) The proposed use's compliance with the standards and criteria of the zoning code and subdivision regulations;
 - The proposed use and site plan will be consistent with the City's adopted zoning ordinance and subdivision regulations with the exceptions noted in this report.
- (3) The extent to which the proposed PUD is designed to form a desirable and unified environment within its own boundaries in terms of relationship of structures, patterns of circulation, visual character, and sufficiency of drainage and utilities;
 - The applicant-owner has designed the proposed PUD to form a desirable and unified environment within the PUD in terms of the relationship of structures, patterns of circulation, visual character and with sufficient drainage and utilities.
- (4) The extent to which the proposed uses will be compatible with present and planned uses in the surrounding area;
 - The proposed uses will be compatible with the present and planned land uses in the surrounding area
- (5) The impact of the proposed uses on the health, safety, and general welfare of the occupants of the surrounding area;
 - The existing and proposed uses in the PUD will not have any negative impacts on the health, safety and general welfare of the surrounding area.
- (6) The burden or impact created by the PUD on parks, schools, streets, and other public facilities and utilities;

- The proposed PUD should not have any negative impact on parks, schools, streets or other public facilities and utilities.
- (7) The sufficiency of each phase of the PUD to ensure its construction and operation is feasible without dependence upon any subsequent phase;
 - The applicant-owner should have sufficient resources to complete and operate this phase of the PUD without any future phases.
- (8) The impact of the PUD on environmental quality, property values, scenic views, and reasonable enjoyment of the surrounding area; and
 - The proposed PUD should not have any negative impact on environmental quality, property values, scenic views and the reasonable enjoyment of the surrounding area.
- (9) That any exceptions to city code, policy, or regulations are justified by the design or development of the proposed use.
 - The proposed exceptions to the City Code included in the proposed PUD, including an increase in the impervious surface area within the shopping center, are justified by the proposed overall project design and the proposed storm water and landscaping improvements.

Findings & Staff Recommendation

The proposed expansion of the Westlake Shopping Center with the addition of another retail building would be consistent with several of the City's land use and economic competitive goals and objectives. While the proposed development would make the entire shopping center non-conforming with the City's impervious surface standard for the B-2 Zoning district, it would meet the goal in the 2040 Comprehensive Plan to "Ensure the City's aesthetic character is enhanced through the beautification of its infrastructure and property" as the proposal would add landscaping to several areas in the front of the existing shopping center thus improving the appearance of the center. The proposed project plans also would improve storm water management with the addition of an underground treatment system and an above ground ponding area.

Staff has reviewed the application for a Preliminary PUD and finds the application meets the purpose and standards for a PUD for a commercial site. The proposed use and site plan are consistent with the City's adopted 2040 Comprehensive Plan and the proposed retail building, site plan and improvements will be generally consistent with the B-2 Highway Business zoning designation and standards for the property. The proposed plan will be consistent with the City requirements for traffic circulation, parking, yard areas, screening, lighting, and the like with the changes as recommended by City staff.

As proposed, the site development will not detract from existing development in the area, will be compatible with present and planned uses, and will not have an adverse impact on the environment, surrounding properties or public facilities. In summary, staff finds that, with proper conditions, the applicant's proposed development will conform to the plans, policies, and standards set forth by the City.

The PUD approval also should be subject to the City's approval of the project site and design plans as approved by the Planning Commission on January 24, 2024, and with the conditions outline below.

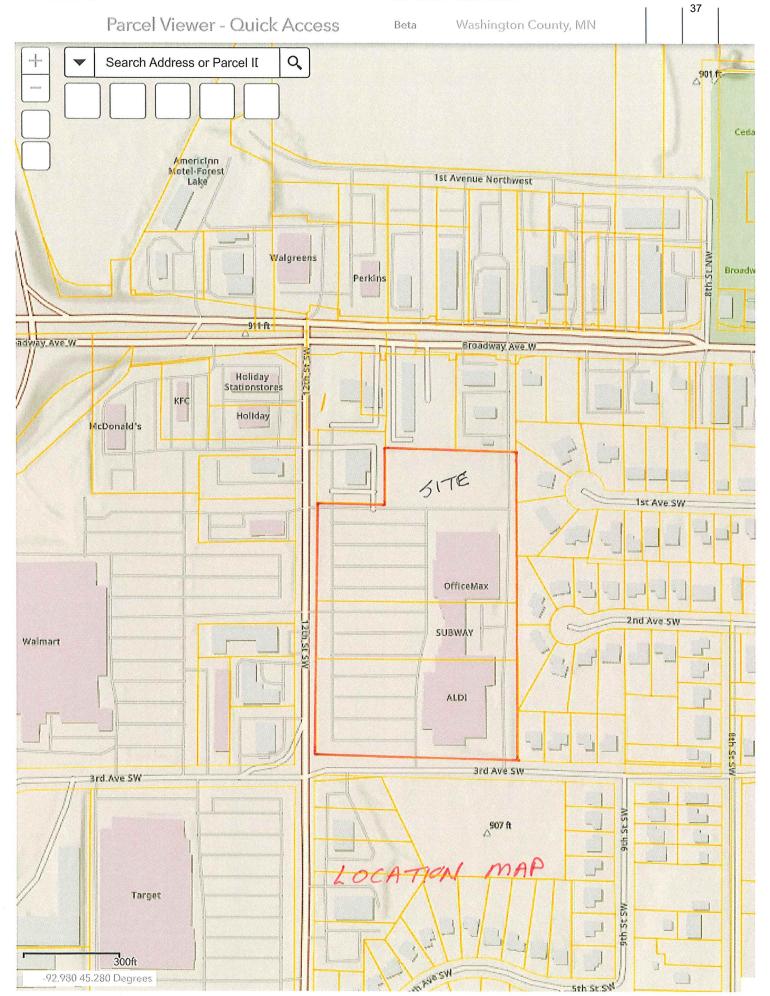
Recommendation

Staff recommends the City Council adopt Resolution 02-26-24-01 approving the Preliminary Planned Unit Development (PUD) Plan for the Westlake Shopping Center located at 119, 209 and 289 12th Street SW. This PUD would allow the owners to add a 9,600 square-foot retail building and associated parking to their property as described herein. The PUD approval shall be subject to the following conditions:

- Unless as amended by the conditions herein, the final PUD and project plans shall be substantially conforming to the preliminary plans submitted to and reviewed by the Planning Commission on January 24, 2024. The impervious surface area entire site of the shopping center, with the proposed changes and improvements, shall not exceed 83.4 percent of the total lot area.
- 2. The developer shall revise the project plans to reflect all the changes and conditions provided to the City by the City Engineer in the review letters dated December 22, 2023 and February 20, 2024. These changes shall be made as a part of the Final PUD submittal and shall be reflected in final plans to be reviewed and approved by the City before the contractor starts any site disturbance.
- 3. The City shall require the applicant-owner to provide the City with public utility, drainage, roadway and pedestrian easements up to 14 feet in width over the existing green space and landscape areas on the property adjacent to 3rd Avenue SW and adjacent to 12th Street SW on each of the three properties of the shopping center (Washington County PIDs 08-032-21-23-0012, 08-032-21-23-0013 and 08-032-21-23-0014). The applicant-owner shall submit surveys and legal descriptions for each of the easements to the City as part of the Final PUD application submittal. These easements shall be recorded against the property at Washington County and proof of recording shall be submitted to the City before the commencement of any site work.
- 4. The applicant shall submit an updated landscaping and tree planting plan with and to be reviewed by the City as part of the Final PUD and Design plans. The revised landscape plan shall incorporate the required changes noted in this staff report including adding more trees and understory shrubs to the project site and where possible, to areas within the entire shopping center, as required by City Code.
- 5. The applicant-owner shall have all required permits and approvals from Comfort Lake-Forest Lake Watershed District before starting any ground disturbance.
- 6. The applicant shall pay all financial escrows and/or bill backs from the City at the time of execution of any development or site improvement agreements.

Attachments:

- 1. Applicant's PUD and Project Statement
- 2. Location Map
- 3. Property Line Map
- 4. Aerial Photo(s)
- 5. Certificate of Survey (2 Pages)
- 6. Project Civil Design Plans dated 02-09-2024 (16 pages)
- 7. Project Landscape Plans dated 02-09-2024 (4 pages)
- 8. Photometric Plan
- 9. Project Architectural and Sign Plans (4 Pages)
- 10. Resolution 02-26-24-01 (approving Preliminary PUD Plan)









263 Feet



Real People. Real Solutions.

Disclaime

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Forest Lake is not responsible for any inaccuracies herein contained.



Map Name

© Bolton & Menk, Inc - Web GIS 12/7/2023 10:42 AM





Legend

City Limits

Parcels (11/1/2023)

Lot Lines

ForestLake_2022.sid

Red: Band_1

Green: Band_2

Blue: Band_3

Westlake Expansion - 5 **Below**



This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Forest Lake is not responsible for any inaccuracies herein contained.



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CERTIFICATE OF SURVEY FOR:

Kimley Horn & Associates, Inc.

That part of Lot 2, Block 1, of the recorded plat of Morehead Commercial, Washington County, Minnesota, described as follows: Beginning at the southwest corner of said Lot 2; thence North 0 degrees 58 minutes 03 seconds West, plat bearing, along the west line of said Lot 2, a distance of 301.94 feet, said point being 220 feet southerly of the northwest corner of said Lot 2; thence South 89 degrees 46 minutes 20 seconds East, parallel with the north line of said Lot 2, a distance of 206.99 feet; thence North 0 degrees 58 minutes 03 seconds West 170.06 feet, to a corner of said Lot 2; thence South 89 degrees 46 minutes 20 seconds East, along a portion of the northerly line of said Lot 2 and the South line of Lot 1 of said Block 1, and its Easterly extension, a distance of 403.25 feet to the east line of said Lot 2; thence Southerly along said east line, a distance of 459. 30 feet to the southeast corner of

The North 175 feet of Lot 3, Block 1, of the recorded plat of Morehead Commercial, Washington County, Minnesota.

That part of Lot 3, Block 1, of the recorded plat of Morehead Commercial, Washington County, Minnesota, lying South of the North 175 feet thereof.

Non-exclusive easement for ingress and egress purposes, 40 feet in width located over part of Lot 2, Block 1, Morehead Commercial, as described in the Declaration of Easement recorded July 20, 1988 as Document No. 576355, and revised by the Amendment to Declaration of Easement recorded March 23, 1995 as Document No. 835625, in

1. The orientation of this bearing system is based on the Washington County coordinate grid (NAD 83-2011 Adj.).

3. Existing utilities, services and underground structures shown hereon were located either physically, from existing records made available to us, by resident testimony, or by locations provided by Gopher State One Call, per Ticket No. 232993077. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary. Other utilities and services may be present and verification and location of all utilities and services should be obtained from the owners of the respective utilities prior to any

4. The property described hereon lies within Flood Zone "X" (areas of minimal flood hazard) per Federal Insurance Rate Map No. 27163C 0040 E, dated February 3, 2010.

XCEL ENERGY

ITEM 13: Easements for utility and drainage purposes as shown and dedicated in the Plat of Moreland Commercial,

Said easements do not affect the development parcel area and are shown hereon for reference.

ITEM 15: Terms, conditions and easements contained in the Reciprocal Easement and Operating Agreement, dated

ITEM 16: Terms, conditions, covenants, obligations, provisions, and easement contained in the Declaration of Easement, dated July 18, 1988, recorded July 20, 1988, as Document No. 576355, as revised by the Amendment to Declaration of Easement, dated March 7, 1995, recorded March 23, 1995 as Document No.

ITEM 17: Terms and conditions of the Variance, dated June 24, 2013, recorded April 3, 2014 as Document No.

ITEM 18: Terms, conditions, covenants, obligations and provisions of the Site Improvement Performance Agreement, dated April 29, 2014, recorded May 20, 2014, as Document No. 3988341.

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a

Said terms and conditions affect the surveyed property. No plottable items to depict.

Said Declaration benefits the surveyed property. The ingress and egress easement is shown hereon and

Said variance benefits the development parcel. The variance changes the maximum sign footprint from 100 sq. ft. to 140 sq. ft. for the sign in the vicinity of the area shown hereon.

June 30, 1988, recorded July 1, 1988, as Document No. 574982. [Parcels 2, 3 and 4].

ZAYO BANDWIDTH

WASHINGTON COUNTY TPD

Said Agreement affects the development parcel. The party wall areas do not affect the development parcel,

2. The legal description and easement information used in the preparation of this survey is based on the Commitment for Title Insurance prepared by First American Title Insurance Company, Commitment No. NCS—923448—MPLS, Revision 4 dated December 6, 2019 at 8:00 AM, and a revision date of 12/23/19

Real property in the City of Forest Lake, County of Washington, State of Minnesota, described as follows:

said Lot 2; thence Westerly along the south line of Lot 2 to the point of beginning.

5. BENCHMARK: Top of 1/2—inch iron pipe monument with cap marked "L.S. 6617"

6. This survey does not purport to show all improvements on the above referenced property.

recorded September 29, 1975 as Document No. 337870. [All parcels].

shown or defined in said document, no plottable items to depict.

extends to the southerly right-of-way of Broadway Avenue.

Elevation = 899.51 feet. (NAVD88)

GOPHER STATE ONE CALL NOTE:

List of utilities notified per Gopher State One Call Ticket No. 232993077.

SURVEY ITEMS PER SCHEDULE B:

835625. [Parcels 2, 3, 4 and 5]. (PARCEL 5)

the records of the County Recorder, Washington County, Minnesota.

GENERAL SURVEY NOTES:

LEGAL DESCRIPTION:

PARCEL 1: Intentionally deleted.

This is all Abstract property.

CITY OF FOREST LAKE

MIDCONTINENT COMMUNICATIONS

CERTIFICATION:

Date of survey: November 8, 2023. Date of signature: November 13, 2023.

Christopher A. Terwedo Minnesota License No. 53536

CENTURYLINK-CTLQL

PARCEL 2:

WEST BROADWAY ADDITION AUUIIIUIN OWNER: ROBERTS A<mark>ND</mark> SAUNDERS II LLC 1106 BROADWAY AVENUE WEST, FOREST LAKE P.I.D. 0803221230091 S88°22'32"E 403.25 DEVELOPMENT PARCEL AREA (SEE SHEET 2 OF 2 FOR DETAILS) PARCEL 2 PARCEL 3 S PARCEL 4 N88°23'14"W 620.59 12TH STREET SW

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CERTIFICATE OF SURVEY

SURVEY FOR:

Kimley Horn & Associates, Inc.

PROPERTY ADDRESS:

119 12th Street Southwest Forest Lake, Minnesota 55025

Egan, Field & Nowak, Inc.

duly Licensed Land Surveyor under the laws of the State of Minnesota.

475 Old Highway 8 NW, Suite 200 New Brighton, Minnesota 55112 PHONE: (612) 466-3300 WWW.EFNSURVEY.COM

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PRELIMINARY SITE DEVELOPMENT PLANS **FOR**

WESTLAKE

119 12TH STREET SOUTHWEST FOREST LAKE, WASHINGTON COUNTY, MN

PROJECT TEAM:

ENGINEER/LANDSCAPE ARCHITECT KIMLEY-HORN AND ASSOCIATES, INC.



PREPARED BY: ARIK C. LOKENSGARD, P.E. RYAN A. HYLLESTED, P.L.A. 14800 GALAXIE AVE, SUITE 200 APPLE VALLEY, MN 55124 TELEPHONE (952) 905-2887 CONTACT: ARIK LOKENSGARD

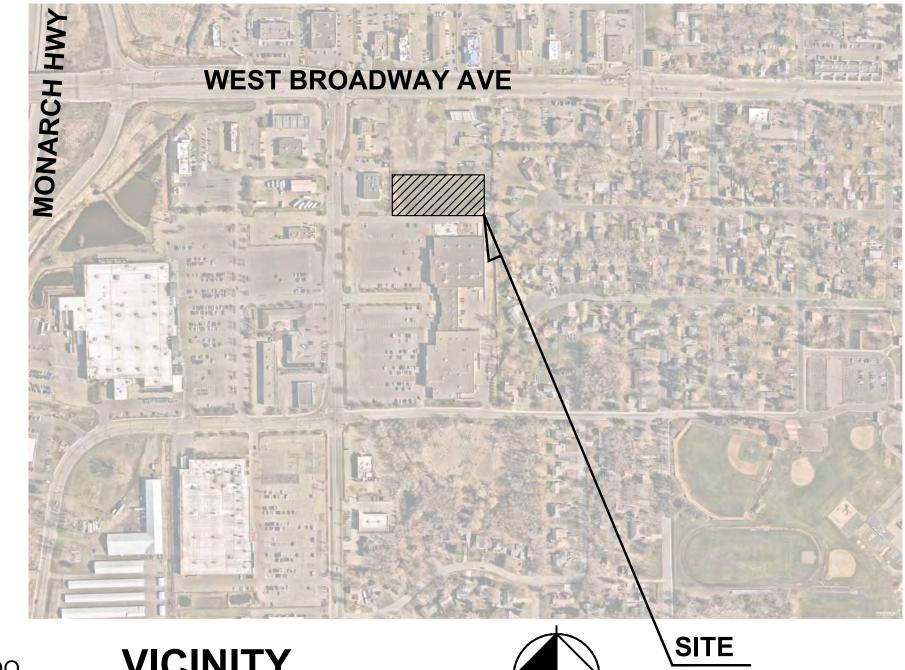
OWNER / DEVELOPER RIVERCREST REALTY INVESTORS



8816 SIX FORKS ROAD, SUITE 201 RALEIGH, NC 27615 TELEPHONE: (919) 846-4046 CONTACT: BRIAN HOLDER

SURVEYOR

EGAN, FIELD & NOWAK, INC. 475 OLD HIGHWAY 8 NW, SUITE 200 NEW BRIGHTON, MN 55112 TELEPHONE: (612) 466-3300 CONTACT: CHRISTOPHER A. TERWEDO



VICINITY N.T.S.



DRAWING INDEX					
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C000	COVER SHEET				
C100	GENERAL NOTES				
C200	SITE DEMOLITION PLAN				
C300	EROSION AND SEDIMENT CONTROL PLAN - PHASE 1				
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C302	EROSION AND SEDIMENT CONTROL DETAILS				
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C400	SITE PLAN				
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NOTES:

ARCHITECT 10K ARCHITECTURE 525 15TH AVENUE SOUTH HOPKINS, MN 55343 TELEPHONE: (612) 799-1427 CONTACT: CHAD HALLER

CONTRACTOR SHALL CONFIRM THAT THE EXISTING CONDITIONS FOR THE SITE MATCH WHAT IS SHOWN ON THE DRAWINGS INCLUDED PRIOR TO CONSTRUCTION.

IF REPRODUCED, THE SCALES SHOWN ON THESE PLANS ARE BASED ON A 22x34 SHEET. 3. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICES COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING

POSSESSION AND THE FINAL CONNECTION OF SERVICES 4. ALL GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS.

Know what's **below. Call** before you dig.

C000

GENERAL CONSTRUCTION NOTES

- 1. THE CONTRACTOR AND SUBCONTRACTORS SHALL OBTAIN A COPY OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS OF THE CITY OF FOREST LAKE AND STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION AND BECOME FAMILIAR WITH THE CONTENTS PRIOR TO COMMENCING WORK. UNLESS OTHERWISE NOTED, ALL WORK SHALL CONFORM AS APPLICABLE TO THESE STANDARDS AND SPECIFICATIONS.
- PERFORM ALL WORK IN COMPLIANCE WITH APPLICABLE CITY REGULATIONS, STATE CODES, AND O.S.H.A. STANDARDS. THE CONTRACTOR IS RESPONSIBLE FOR FURNISHING THE NECESSARY MATERIALS & LABOR TO CONSTRUCT THE FACILITY AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS, AND IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE APPROPRIATE APPROVING AUTHORITIES.
- CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS UNLESS OTHERWISE INDICATED, REMOVING TREES, STUMPS, ROOTS, MUCK, EXISTING PAVEMENT AND ALL OTHER DELETERIOUS MATERIAL.
- THE EXISTING SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS QUALITY LEVEL "D" UNLESS OTHERWISE NOTED. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ACSE 38/02. ENTITLED STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF SUBSURFACE QUALITY DATA BY THE FHA. EXISTING UTILITIES SHOWN ARE LOCATED ACCORDING TO THE INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF THE TOPOGRAPHIC SURVEY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THE ENGINEER. GUARANTEE IS NOT MADE THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN OR THAT THE LOCATION OF THOSE SHOWN ARE ENTIRELY ACCURATE. FINDING THE ACTUAL LOCATION OF ANY EXISTING UTILITIES IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE DONE BEFORE COMMENCING ANY WORK IN THE VICINITY. FURTHERMORE, THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES, NOR FOR TEMPORARY BRACING AND SHORING OF SAME. IF IT IS NECESSARY TO SHORE, BRACE, SWING OR RELOCATE A UTILITY. THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK.
- 6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE COMMENCING WORK. THE CONTRACTOR SHALL PROVIDE 48 HOURS MINIMUM NOTICE TO ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION.
- 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED CONSTRUCTION PERMITS AND BONDS IF REQUIRED PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF THE CONSTRUCTION DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, GEOTECHNICAL REPORT AND SPECIAL CONDITIONS AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.
- 9. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER.
- 10. ALL COPIES OF COMPACTION, CONCRETE AND OTHER REQUIRED TEST RESULTS ARE TO BE SENT TO THE OWNER DIRECTLY FROM THE TESTING AGENCY.
- 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DOCUMENTING AND MAINTAINING AS-BUILT INFORMATION WHICH SHALL BE RECORDED AS CONSTRUCTION PROGRESSES OR AT THE COMPLETION OF APPROPRIATE CONSTRUCTION INTERVALS AND SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT DRAWINGS TO THE OWNER FOR THE PURPOSE OF CERTIFICATION TO JURISDICTIONAL AGENCIES AS REQUIRED. ALL AS-BUILT DATA SHALL BE COLLECTED BY A STATE PROFESSIONAL LAND SURVEYOR WHOSE SERVICES ARE ENGAGED BY THE CONTRACTOR.
- 12. ANY WELLS DISCOVERED ON SITE THAT WILL HAVE NO USE MUST BE PLUGGED BY A LICENSED WELL DRILLING CONTRACTOR IN A MANNER APPROVED BY ALL JURISDICTIONAL AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY WELL ABANDONMENT PERMITS REQUIRED.
- 13. ANY WELL DISCOVERED DURING EARTH MOVING OR EXCAVATION SHALL BE REPORTED TO THE APPROPRIATE JURISDICTIONAL AGENCIES WITHIN 24 HOURS AFTER DISCOVERY IS MADE.
- 14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK THAT WOULD BE AFFECTED. FAILURE TO NOTIFY OWNER OF AN IDENTIFIABLE CONFLICT PRIOR TO PROCEEDING WITH INSTALLATION RELIEVES OWNER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.
- 15. SHOULD CONTRACTOR ENCOUNTER ANY DEBRIS LADEN SOIL, STRUCTURES NOT IDENTIFIED IN THE DOCUMENTS, OR OTHER SOURCE OF POTENTIAL CONTAMINATION, THEY SHALL IMMEDIATELY CONTACT THE ENGINEER AND OWNER.
- 16. CONTRACTOR SHALL NOTIFY OWNER AND/OR ENGINEER 48 HOURS IN ADVANCE OF THE FOLLOWING ACTIVITIES: PRE-CONSTRUCTION MEETING, SUBGRADE PREPARATION, BASE INSTALLATION, ASPHALT INSTALLATION, UNDERGROUND PIPING AND UTILITIES INSTALLATION, INSTALLATION OF STRUCTURES, CHECK VALVES, HYDRANTS, METERS, ETC., SIDEWALK INSTALLATION, CONNECTIONS TO WATER AND SEWER MAINS, TESTS OF UTILITIES.

THIRD PARTY SUPPLEMENTAL INFORMATION

KIMLEY-HORN ASSUMES NO LIABILITY FOR ANY ERRORS, INACCURACIES, OR OMISSIONS CONTAINED WITHIN SUPPLEMENTAL INFORMATION PROVIDED BY THIRD PARTY CONSULTANTS.

- BOUNDARY & TOPOGRAPHIC SURVEY
 PERFORMED BY: EGAN, FIELD, & NOWAK, INC.
- PERFORMED BY: EGAN, FIELD, & NOWAK, INC.
 ADDRESS: 475 OLD HIGHWAY 8 NW, SUITE 200, NEW BIRGHTON, MN 55112
 PHONE: (612) 466-330
- DATED: 11/13/2023

 CONSTRUCTION TESTING
- TEST REPORTS REQUIRED FOR CLOSE OUT INCLUDE, BUT ARE NOT LIMITED TO:
- DENSITY TEST REPORTS
- BACTERIOLOGICAL TESTS OF WATER SYSTEM
 PRESSURE TEST OF WATER/SEWER
- LEAK TESTS ON SEWER SYSTEM AND GREASE TRAPSANY OTHER TESTING REQUIRED BY THE AGENCY/MUNICIPALITY

EROSION CONTROL NOTES

- 1. THE STORM WATER POLLUTION PREVENTION PLAN ("SWPPP") IS COMPRISED OF THE EROSION CONTROL PLAN, THE STANDARD DETAILS, THE PLAN NARRATIVE, ATTACHMENTS INCLUDED IN THE SPECIFICATIONS OF THE SWPPP, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
- 2. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.
- 3. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY THE PERMITTING AGENCY OR OWNER.
- 4. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH THE REQUIREMENTS OF THE AUTHORITIES HAVING JURISDICTION, AND SHALL MAINTAIN COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS FOR THE DURATION OF CONSTRUCTION.
- 5. THE CONTRACTOR SHALL FIELD ADJUST AND/OR PROVIDE ADDITIONAL EROSION CONTROL BMP'S AS NEEDED TO PREVENT EROSION AND OFF-SITE SEDIMENT DISCHARGE FROM THE CONSTRUCTION SITE. LOG AND RECORD ANY ADJUSTMENTS AND DEVIATIONS FROM THE APPROVED EROSION CONTROL PLANS WITHIN THE SWPPP DOCUMENTS STORED IN THE JOB SITE TRAILER.
- 6. BMPS SHOWN ON THE EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION AS REQUIRED BY ALL JURISDICTIONS UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A CERTIFIED PERSON AT LEAST ONCE EVERY 7 CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A 0.5-INCH OR GREATER RAINFALL EVENT.
- 7. EROSION & SEDIMENT CONTROL BMPS SHALL BE MAINTAINED IN ACCORDANCE WITH THE FOLLOWING:
- 7.1. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING OR DETERIORATION.
- 7.2. ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO VERIFY THAT A HEALTHY STAND OF VEGETATION IS MAINTAINED. SEEDED AREAS SHOULD BE FERTILIZED, WATERED AND RE-SEEDED AS NEEDED. REFER TO THE LANDSCAPE PLAN AND PROJECT SPECIFICATIONS.
- 7.3. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-THIRD THE HEIGHT OF THE SILT FENCE.
- 7.4. THE ROCK CONSTRUCTION ENTRANCE(S) SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC ADDITIONS OF ROCK TOP DRESSING AS CONDITIONS DEMAND.
- 7.5. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC ADDITIONS OF TOP DRESSING IF THE TEMPORARY PARKING CONDITIONS DEMAND.
- 7.6. PERFORM ALL MAINTENANCE OPERATIONS IN A TIMELY MANNER BUT IN NO CASE LATER THAN 2 CALENDAR DAYS FOLLOWING THE INSPECTION.

PAVING AND STRIPING NOTES

- 1. ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKMANSHIP WITHIN JURISDICTION'S RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CITY OF FOREST LAKE OR WASHINGTON COUNTY SPECIFICATIONS AND STANDARDS, OR THE STATE DOT SPECIFICATIONS AND STANDARDS IF NOT COVERED BY LOCAL CITY OR COUNTY REGULATIONS.
- 2. ALL SIGNS, PAVEMENT MARKINGS, AND OTHER TRAFFIC CONTROL DEVICES SHALL CONFORM TO MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D) AND CITY STANDARDS.
- 3. CONTRACTOR SHALL FURNISH ALL PAVEMENT MARKINGS FOR FIRE LANES, ROADWAY LANES, PARKING STALLS, ACCESSIBLE PARKING SYMBOLS, ACCESS AISLES, STOP BARS AND SIGNS, AND MISCELLANEOUS STRIPING WITHIN THE PARKING LOT AS SHOWN ON THE PLANS.
- 4. ALL EXPANSION JOINTS SHALL EXTEND THROUGH THE CURB.
- 5. THE MINIMUM LENGTH OF OFFSET JOINTS AT RADIUS POINTS SHALL BE 2 FEET.
- 6. ALL JOINTS, INCLUDING EXPANSION JOINTS WITH REMOVABLE TACK STRIPS, SHALL BE SEALED WITH JOINT SEALANT.
- 7. THE MATERIALS AND PROPERTIES OF ALL CONCRETE SHALL MEET THE APPLICABLE REQUIREMENTS IN THE A.C.I. (AMERICAN CONCRETE INSTITUTE) MANUAL OF CONCRETE PRACTICE.
- 8. CONTRACTOR SHALL APPLY A SECOND COATING OVER ALL PAVEMENT MARKINGS PRIOR TO ACCEPTANCE
- 9. ANY EXISTING PAVEMENT, CURBS AND/OR SIDEWALKS DAMAGED OR REMOVED WILL BE REPAIRED BY THE

BY OWNER FOLLOWED BY A COAT OF GLASS BEADS AS APPLICABLE PER THE PROJECT DOCUMENTS.

- 10. BEFORE PLACING PAVEMENT, CONTRACTOR SHALL VERIFY SUITABLE ACCESSIBLE ROUTES (PER A.D.A). GRADING FOR ALL SIDEWALKS AND ACCESSIBLE ROUTES INCLUDING CROSSING DRIVEWAYS SHALL CONFORM TO CURRENT ADA STATE/NATIONAL STANDARDS. IN NO CASE SHALL ACCESSIBLE RAMP SLOPES EXCEED 1 VERTICAL TO 12 HORIZONTAL. IN NO CASE SHALL SIDEWALK CROSS SLOPES EXCEED 2%. IN NO CASE SHALL LONGITUDINAL SIDEWALK SLOPES EXCEED 5%. IN NO CASE SHALL ACCESSIBLE PARKING STALLS OR AISLES EXCEED 2% (1.5% TARGET) IN ALL DIRECTIONS. SIDEWALK ACCESS TO EXTERNAL BUILDING DOORS AND GATES SHALL BE ADA COMPLIANT. CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY IF ADA CRITERIA CANNOT BE MET IN ANY LOCATION PRIOR TO PAVING. NO CONTRACTOR CHANGE ORDERS WILL BE ACCEPTED FOR A.D.A COMPLIANCE ISSUES.
- 11. MAXIMUM JOINT SPACING IS TWICE THE DEPTH OF THE CONCRETE PAVEMENT IN FEET.

CONTRACTOR AT HIS EXPENSE TO THE SATISFACTION OF THE ENGINEER AND OWNER.

GRADING AND DRAINAGE NOTES

- 1. GENERAL CONTRACTOR AND ALL SUBCONTRACTORS SHALL VERIFY THE SUITABILITY OF ALL EXISTING AND PROPOSED SITE CONDITIONS INCLUDING GRADES AND DIMENSIONS BEFORE START OF CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES.
- 2. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED AND SHALL ADJUST BMP'S AS NECESSARY AND REGRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A GRASS STAND IS WELL ESTABLISHED OR ADEQUATE STABILIZATION OCCURS.
- 3. CONTRACTOR SHALL ENSURE THERE IS POSITIVE DRAINAGE FROM THE PROPOSED BUILDINGS SO THAT SURFACE RUNOFF WILL DRAIN BY GRAVITY TO NEW OR EXISTING DRAINAGE OUTLETS. CONTRACTOR SHALL ENSURE NO PONDING OCCURS IN PAVED AREAS AND SHALL NOTIFY ENGINEER IF ANY GRADING DISCREPANCIES ARE FOUND IN THE EXISTING AND PROPOSED GRADES PRIOR TO PLACEMENT OF PAVEMENT OR UTILITIES.
- 4. CONTRACTOR SHALL PROTECT ALL MANHOLE COVERS, VALVE COVERS, VAULT LIDS, FIRE HYDRANTS, POWER POLES, GUY WIRES, AND TELEPHONE BOXES THAT ARE TO REMAIN IN PLACE AND UNDISTURBED DURING CONSTRUCTION. EXISTING CASTINGS AND STRUCTURES TO REMAIN SHALL BE ADJUSTED TO MATCH THE PROPOSED FINISHED GRADES.
- 5. BACKFILL FOR UTILITY LINES SHALL BE PLACED PER DETAILS, STANDARDS, AND SPECIFICATIONS SO THAT THE UTILITY WILL BE STABLE. WHERE UTILITY LINES CROSS THE PARKING LOT, THE TOP 6 INCHES SHALL BE COMPACTED SIMILARLY TO THE REMAINDER OF THE LOT. UTILITY DITCHES SHALL BE VISUALLY INSPECTED DURING THE EXCAVATION PROCESS TO ENSURE THAT UNDESIRABLE FILL IS NOT USED.
- 6. CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND REPLACEMENT OF 4" OF TOPSOIL AT COMPLETION OF WORK. ALL UNPAVED AREAS IN EXISTING RIGHTS-OF-WAY DISTURBED BY CONSTRUCTION SHALL BE REGRADED AND SODDED.
- 7. AFTER PLACEMENT OF SUBGRADE AND PRIOR TO PLACEMENT OF PAVEMENT, CONTRACTOR SHALL TEST AND OBSERVE PAVEMENT AREAS FOR EVIDENCE OF PONDING. ALL AREAS SHALL ADEQUATELY DRAIN TOWARDS THE INTENDED STRUCTURE TO CONVEY STORM RUNOFF. CONTRACTOR SHALL IMMEDIATELY NOTIFY OWNER AND ENGINEER IF ANY DISCREPANCIES ARE DISCOVERED.
- 3. WHERE EXISTING PAVEMENT IS INDICATED TO BE REMOVED AND REPLACED, THE CONTRACTOR SHALL SAW CUT FULL DEPTH FOR A SMOOTH AND STRAIGHT JOINT AND REPLACE THE PAVEMENT WITH THE SAME TYPE AND DEPTH OF MATERIAL AS EXISTING OR AS INDICATED.
- 9. THE CONTRACTOR SHALL INSTALL PROTECTION OVER ALL DRAINAGE STRUCTURES FOR THE DURATION OF CONSTRUCTION AND UNTIL ACCEPTANCE OF THE PROJECT BY THE OWNER. ALL DRAINAGE STRUCTURES SHALL BE CLEANED OF DEBRIS AS REQUIRED DURING AND AT THE END OF CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE FLOWS.
- 10. IF DEWATERING IS REQUIRED, THE CONTRACTOR SHALL OBTAIN ANY APPLICABLE REQUIRED PERMITS. THE CONTRACTOR IS TO COORDINATE WITH THE OWNER AND THE DESIGN ENGINEER PRIOR TO ANY EXCAVATION.
- 11. FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE LOCAL JURISDICTIONAL AGENCY OR TO STATE DOT STANDARDS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
- 12. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED AS PER PLANS. THE AREAS SHALL THEN BE SODDED OR SEEDED AS SPECIFIED IN THE PLANS, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL GROWTH IS ESTABLISHED TO MINIMUM COVERAGE OF 70% IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE JOB SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL EARTHEN AREAS WILL BE SODDED OR SEEDED AND MULCHED AS SHOWN ON THE LANDSCAPING PLAN.
- 13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
- 14. SOD, WHERE CALLED FOR, MUST BE INSTALLED AND MAINTAINED ON EXPOSED SLOPES WITHIN 48 HOURS OF COMPLETING FINAL GRADING, AND AT ANY OTHER TIME AS NECESSARY, TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGES.
- 15. THE CONTRACTOR SHALL ENSURE THAT LANDSCAPE ISLAND PLANTING AREAS AND OTHER PLANTING AREAS ARE NOT COMPACTED AND DO NOT CONTAIN ROAD BASE MATERIALS. THE CONTRACTOR SHALL ALSO EXCAVATE AND REMOVE ALL UNDESIRABLE MATERIAL FROM ALL AREAS ON THE SITE TO BE PLANTED AND PROPERLY DISPOSED OF IN A LEGAL MANNER.
- 16. THE CONTRACTOR SHALL INSTALL ALL UNDERGROUND STORM WATER PIPING PER MANUFACTURER'S RECOMMENDATIONS AND STATE DOT SPECIFICATIONS.
- 17. PAVEMENTS SHALL BE INSTALLED IN ACCORDANCE WITH THE RECOMMENDATION OF THE SITE SPECIFIC GEOTECHNICAL EVALUATION REPORT AND CITY & STATE DOT SPECIFICATIONS.
- 18. SPOT ELEVATIONS REPRESENT THE FINISHED SURFACE GRADE OR FLOWLINE OF CURB UNLESS OTHERWISE NOTED.
- 19. LIMITS OF CONSTRUCTION ARE TO THE PROPERTY LINE UNLESS OTHERWISE SPECIFIED ON THE PLAN.
- 20. IMMEDIATELY REPORT TO THE OWNER ANY DISCREPANCIES FOUND BETWEEN ACTUAL FIELD CONDITIONS AND CONSTRUCTION DOCUMENTS.
- 21. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING AND PROTECTING EXISTING UTILITIES, AND SHALL REPAIR ALL DAMAGE TO EXISTING UTILITIES THAT OCCUR DURING CONSTRUCTION WITHOUT COMPENSATION.
- 22. BLEND NEW EARTHWORK SMOOTHLY TO TRANSITION BACK TO EXISTING GRADE.
- 23. ALL PROPOSED GRADES ONSITE SHALL BE 3:1 OR FLATTER UNLESS OTHERWISE INDICATED ON THE PLANS. ANY SLOPES STEEPER THAN 4:1 REQUIRE EROSION AND SEDIMENT CONTROL BLANKET.
- 24. ADHERE TO ALL TERMS AND CONDITIONS AS NECESSARY IN THE GENERAL N.P.D.E.S. PERMIT AND STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FOR STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES.
- 25. ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.

WATER STORM SEWER & SANITARY SEWER NOTES

- 1. THE CONTRACTOR SHALL CONSTRUCT GRAVITY SEWER LATERALS, MANHOLES, GRAVITY SEWER LINES, AND DOMESTIC WATER AND FIRE PROTECTION SYSTEM AS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS, EQUIPMENT, MACHINERY, TOOLS, MEANS OF TRANSPORTATION AND LABOR NECESSARY TO COMPLETE THE WORK IN FULL AND COMPLETE ACCORDANCE WITH THE SHOWN, DESCRIBED AND REASONABLY INTENDED REQUIREMENTS OF THE CONTRACT DOCUMENTS AND JURISDICTIONAL AGENCY REQUIREMENTS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
- 2. ALL EXISTING UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS FOR UTILITY LOCATION AND COORDINATION IN ACCORDANCE WITH THE NOTES CONTAINED IN THE GENERAL CONSTRUCTION SECTION OF THIS SHEET.
- 3. THE CONTRACTOR SHALL RESTORE ALL DISTURBED VEGETATION IN KIND, UNLESS SHOWN OTHERWISE.
- 4. DEFLECTION OF PIPE JOINTS AND CURVATURE OF PIPE SHALL NOT EXCEED THE MANUFACTURER'S SPECIFICATIONS. SECURELY CLOSE ALL OPEN ENDS OF PIPE AND FITTINGS WITH A WATERTIGHT PLUG WHEN WORK IS NOT IN PROGRESS. THE INTERIOR OF ALL PIPES SHALL BE CLEAN AND JOINT SURFACES WIPED CLEAN AND DRY AFTER THE PIPE HAS BEEN LOWERED INTO THE TRENCH. VALVES SHALL BE PLUMB AND LOCATED ACCORDING TO THE PLANS.
- 5. ALL PIPE AND FITTINGS SHALL BE CAREFULLY STORED FOLLOWING MANUFACTURER'S RECOMMENDATIONS. CARE SHALL BE TAKEN TO AVOID DAMAGE TO THE COATING OR LINING IN ANY D.I. PIPE FITTINGS. ANY PIPE OR FITTING WHICH IS DAMAGED OR WHICH HAS FLAWS OR IMPERFECTIONS WHICH, IN THE OPINION OF THE ENGINEER OR OWNER, RENDERS IT UNFIT FOR USE, SHALL NOT BE USED. ANY PIPE NOT SATISFACTORY FOR USE SHALL BE CLEARLY MARKED AND IMMEDIATELY REMOVED FROM THE JOB SITE, AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
- 6. WATER FOR FIRE FIGHTING SHALL BE MADE AVAILABLE FOR USE BY THE CONTRACTOR PRIOR TO COMBUSTIBLES BEING BROUGHT ON SITE.
- 7. ALL UTILITY AND STORM DRAIN TRENCHES LOCATED UNDER AREAS TO RECEIVE PAVING SHALL BE COMPLETELY BACK FILLED IN ACCORDANCE WITH THE GOVERNING JURISDICTIONAL AGENCY'S SPECIFICATIONS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
- . UNDERGROUND UTILITY LINES SHALL BE SURVEYED BY A STATE LICENSED PROFESSIONAL LAND SURVEYOR PRIOR TO BACK FILLING.
- 9. CONTRACTOR SHALL PERFORM, AT THEIR OWN EXPENSE, ANY AND ALL TESTS REQUIRED BY THE SPECIFICATIONS AND/OR ANY AGENCY HAVING JURISDICTION. THESE TESTS MAY INCLUDE, BUT MAY NOT BE LIMITED TO, INFILTRATION AND EXFILTRATION, TELEVISION INSPECTION AND A MANDREL TEST ON GRAVITY SEWER. A COPY OF THE TEST RESULTS SHALL BE PROVIDED TO THE UTILITY PROVIDER, OWNER AND JURISDICTIONAL AGENCY AS REQUIRED.
- 10. BETWEEN WATER AND SEWER MANHOLES AND PIPES, CONTRACTOR SHALL PROVIDE FOR A MINIMUM HORIZONTAL CLEARANCE OF 10-FEET AND A MINIMUM VERTICAL SEPARATION OF 18-INCHES.
- 11. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.
- 12. ALL STORM PIPE ENTERING STRUCTURES SHALL BE GASKETED AND/OR GROUTED TO ASSURE CONNECTION AT STRUCTURE IS WATERTIGHT UNLESS OTHERWISE STATED BY CITY AND STATE DESIGN STANDARDS AND SPECIFICATIONS.
- 13. UNLESS OTHERWISE STATED IN CITY AND STATE DESIGN STANDARDS AND SPECIFICATIONS, ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH PAVEMENT, AND SHALL HAVE TRAFFIC BEARING RING & COVERS. MANHOLES IN UNPAVED AREAS SHALL BE 6" ABOVE FINISH GRADE. LIDS SHALL BE LABELED "STORM SEWER". EXISTING CASTINGS AND STRUCTURES WITHIN PROJECT LIMITS SHALL BE ADJUSTED TO MEET THESE CONDITIONS AND THE PROPOSED FINISHED GRADE.
- 14. TOPOGRAPHIC INFORMATION IS TAKEN FROM A TOPOGRAPHIC SURVEY BY LAND SURVEYORS. IF THE CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS, WITHOUT EXCEPTION, THEN THE CONTRACTOR SHALL SUPPLY, AT THEIR EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR TO THE OWNER FOR REVIEW.
- 15. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO
- ALL STORM STRUCTURES SHALL HAVE A SMOOTH UNIFORM POURED MORTAR FROM INVERT IN TO INVERT OUT.
- 17. ROOF DRAINS SHALL BE CONNECTED TO STORM SEWER BY PREFABRICATED WYES OR AT STORM STRUCTURES. ROOF DRAINS AND TRUCK WELL DRAIN SHALL RUN AT A MINIMUM 2.0% SLOPE, UNLESS NOTED OTHERWISE, AND TIE IN AT THE CENTERLINE OF THE STORM MAIN.
- 18. PROVIDE INSULATION OF UNDERGROUND ROOF DRAINS AND SANITARY SEWER SERVICES IF ADEQUATE FROST DEPTH CANNOT BE PROVIDED.
- 19. THE CONTRACTOR SHALL PROTECT EXISTING UNDERGROUND UTILITIES AND APPURTENANCES THAT ARE TO REMAIN FROM DAMAGE DURING CONSTRUCTION OPERATIONS.
- 20. THE LOCATION OF EXISTING UTILITIES, STORM DRAINAGE STRUCTURES AND OTHER ABOVE AND BELOW-GRADE IMPROVEMENTS ARE APPROXIMATE AS SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATION, SIZE AND INVERT ELEVATIONS OF EACH PRIOR TO THE START OF CONSTRUCTION.
- 21. A MINIMUM SEPARATION OF 10-FEET IS REQUIRED FROM WATER-MAIN AND A 1:1 SLOPE FROM SANITARY SEWER TO ANY TREES.
- 22. GAS, PHONE AND ELECTRIC SERVICES SHOWN FOR INFORMATIONAL PURPOSES ONLY. DRY UTILITY COMPANIES MAY ALTER THE DESIGN LAYOUT DURING THEIR REVIEW. CONTRACTOR TO COORDINATE FINAL DESIGN AND INSTALLATION WITH UTILITY COMPANIES.
- 23. COORDINATE UTILITY INSTALLATION WITH IRRIGATION DESIGN AND INSTALLATION.
- 24. ALL DIMENSIONS ARE TO FLOW LINE OF CURB UNLESS OTHERWISE NOTED. PERIMETER WALL DIMENSIONS ARE TO INSIDE WALL FACE. REFERENCE ARCHITECTURAL PLANS FOR EXACT WALL WIDTH AND SPECIFICATIONS.
- 25. REFERENCE ARCHITECTURAL PLANS (BY OTHERS) FOR EXACT BUILDING DIMENSIONS, MATERIALS SPECIFICATIONS.
- 26. REFERENCE M.E.P. PLANS (BY OTHERS) FOR MECHANICAL EQUIPMENT DIMENSIONS AND SPECIFICATIONS.
- 27. CONTRACTOR SHALL REFERENCE STRUCTURAL PLANS (BY OTHERS) FOR FOOTING AND FOUNDATION PAD PREPARATION SPECIFICATIONS.
- 28. CONTRACTOR SHALL REFERENCE M.E.P PLANS (BY OTHERS) FOR ROUTING OF PROPOSED ELECTRICAL & COMMUNICATIONS SERVICES AND SITE LIGHTING LAYOUT.

No. REVISIONS DATE

2023 KIMLEY-HORN AND ASSOCIATES, INC.
767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWWW KIMI EY-HORN COM

MJB

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.

AJB

ARIK C. LOKENSGARD, P.E.

MJB

MAN

DATE THAT I.

02/09/2024 MINNES
SCALE AS SHOWN
DESIGNED BY MJB
DRAWN BY MJB

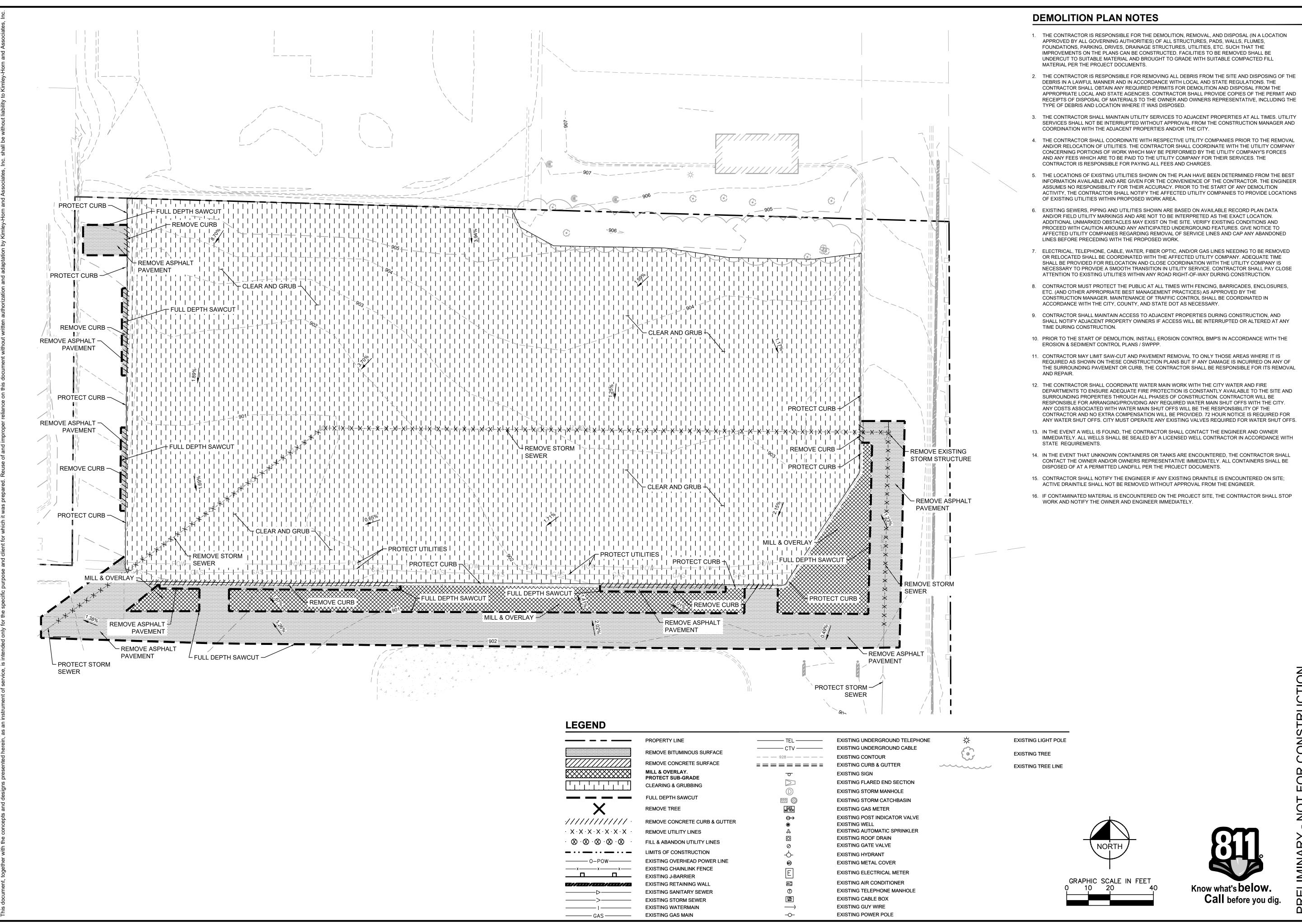
ERAL NOTE

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INVESTORS

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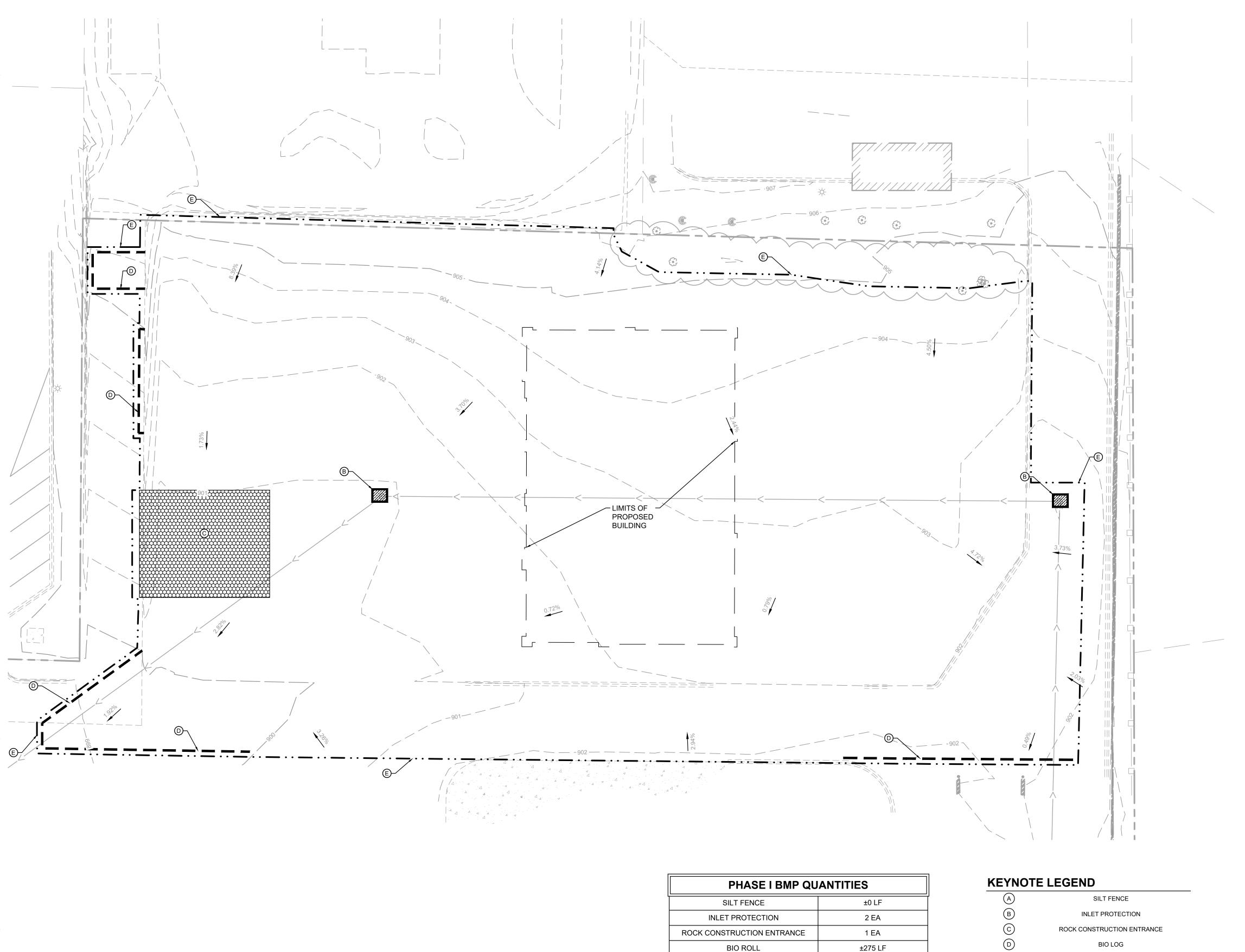


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LIMITS OF DISTURBANCE - OFFSET FOR CLARITY

LEGEND

ROCK ENTRANCE EROSION CONTROL BLANKET INLET PROTECTION

SILT FENCE

LIMITS OF DISTURBANCE SAFETY FENCE

EROSION CONTROL PLAN NOTES

- 1. THE STORM WATER POLLUTION PREVENTION PLAN ("SWPPP") IS COMPRISED OF THE EROSION CONTROL PLAN, THE STANDARD DETAILS, THE PLAN NARRATIVE, ATTACHMENTS INCLUDED IN THE SPECIFICATIONS OF THE SWPPP, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
- 2. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH LAND DISTURBING ACTIVITIES SHALL OBTAIN A COPY OF THE SWPPP AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT, AND BECOME FAMILIAR WITH THEIR CONTENTS.
- 3. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE AND LOCAL REQUIREMENTS, AS APPLICABLE. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY THE PERMITTING AGENCY, ENGINEER OR OWNER.
- 4. SITE ENTRY AND EXIT LOCATIONS SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT THE TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAYS. SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO A PUBLIC ROADWAY FROM THE CONSTRUCTION SITE MUST BE REMOVED AS SOON AS PRACTICABLE. WHEN WASHING IS REQUIRED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY, IT SHALL BE DONE IN AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT BASIN. ANY FINES IMPOSED FOR DISCHARGING SEDIMENT ONTO A PUBLIC RIGHT OF WAY SHALL BE PAID BY THE CONTRACTOR.
- 5. TEMPORARY SEEDING OR OTHER APPROVED METHODS OF STABILIZATION SHALL BE INITIATED WITHIN 7 DAYS OF THE LAST DISTURBANCE ON ANY AREA OF THE SITE.
- 6. THE CONTRACTOR SHALL MINIMIZE LAND DISTURBANCE AND CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.
- 7. CONTRACTOR SHALL DENOTE ON THE PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
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- 11. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
- 12. STAGING AREAS, STOCKPILES, SPOILS, ETC. SHALL BE LOCATED OUTSIDE OF DRAINAGE WAYS SUCH THAT STORM WATER RUNOFF WILL NOT BE ADVERSELY AFFECTED. PROVIDE STABILIZATION MEASURES SUCH AS PERIMETER EROSION CONTROL BMP'S, SEEDING, OR OTHER COVERING AS NECESSARY TO PREVENT EROSION.
- 13. CONTRACTOR SHALL BE RESPONSIBLE FOR RE-ESTABLISHING ANY EROSION CONTROL BMP DISTURBED DURING CONSTRUCTION OPERATIONS. NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DEFICIENCIES IN THE ESTABLISHED EROSION CONTROL MEASURES THAT MAY LEAD TO UNAUTHORIZED DISCHARGE OF STORM WATER POLLUTANTS. UNAUTHORIZED POLLUTANTS INCLUDE (BUT ARE NOT LIMITED TO) EXCESS CONCRETE DUMPING, CONCRETE RESIDUE, PAINTS, SOLVENTS, GREASES, FUELS, LUBRICANT OILS, PESTICIDES, AND SOLID WASTE MATERIALS.
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- 16. THE CONTRACTOR SHALL FIELD ADJUST AND/OR PROVIDE ADDITIONAL EROSION CONTROL BMP'S AS NEEDED TO PREVENT EROSION AND OFF-SITE SEDIMENT DISCHARGE FROM THE CONSTRUCTION SITE. LOG AND RECORD ANY ADJUSTMENTS AND DEVIATIONS FROM THE APPROVED EROSION CONTROL PLANS WITHIN THE SWPPP DOCUMENTS STORED IN THE

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AND OTHER CONSTRUCTION RELATED FACILITIES THAT MAY IMPACT STORMWATER RUNOFF.

PHASE 1 SEQUENCE OF CONSTRUCTION

- INSTALL PERIMETER EROSION CONTROL (I.E. SILT FENCE) AND INLET PROTECTION AT EXISTING STORMWATER INLETS. CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE AND CONCRETE WASHOUT
- PREPARE TEMPORARY PARKING AND STORAGE AREA. CONSTRUCT AND STABILIZE DIVERSIONS AND TEMPORARY SEDIMENT BASINS.
- CLEAR AND GRUB THE SITE. BEGIN MASS SITE GRADING AND ROUGH GRADE SITE SUFFICIENTLY TO ESTABLISH
- PROPOSED DRAINAGE PATTERNS. START CONSTRUCTION OF THE BUILDING PAD AND STRUCTURES. TEMPORARILY SEED, THROUGHOUT CONSTRUCTION, DISTURBED AREAS THAT WILL BE
- NOTE: THE SEQUENCE OF CONSTRUCTION IS INTENDED TO CONVEY THE GENERAL CONCEPTS

INACTIVE FOR 7 DAYS OR MORE OR AS REQUIRED BY THE NPDES AND/OR CITY GRADING

OF THE EROSION CONTROL DESIGN AND SHOULD NOT BE RELIED UPON FOR CONSTRUCTION PURPOSES. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DETAILED PHASING AND CONSTRUCTION SEQUENCING NECESSARY TO CONSTRUCT THE PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING IMMEDIATELY, PRIOR TO AND/OR DURING CONSTRUCTION IF ANY ADDITIONAL INFORMATION ON THE CONSTRUCTION SEQUENCE IS NECESSARY

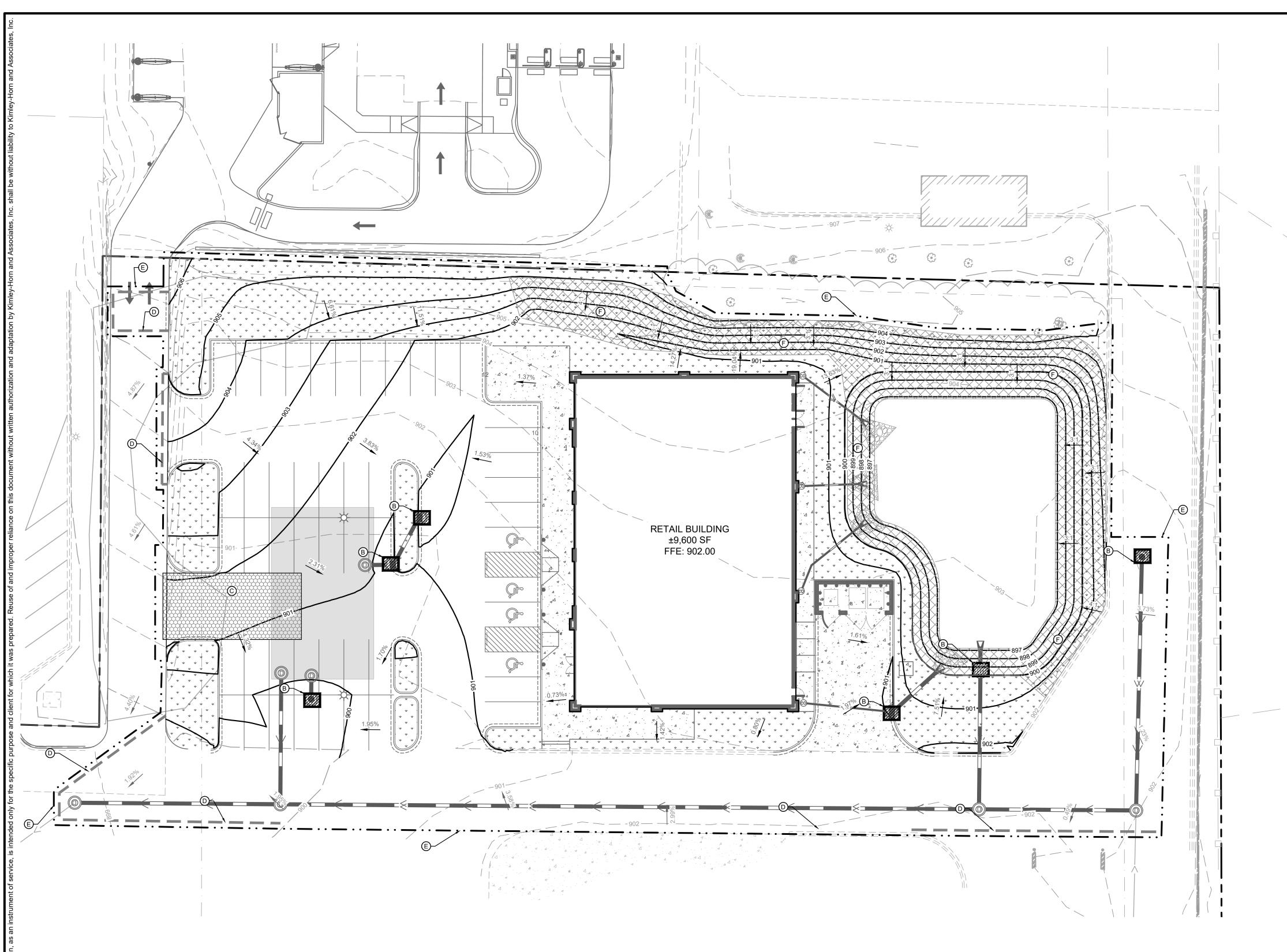




Call before you dig.

SHEET NUMBER

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PHASE II BMP QUANTITIES					
SILT FENCE	±0 LF				
INLET PROTECTION	6 EA				
ROCK CONSTRUCTION ENTRANCE	1 EA				
BIO ROLL	±325 LF				
EROSION CONTROL BLANKET	±7,450 SF				

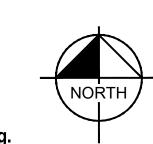
KEYNOTE LEGEND

A	SILT FENCE
В	INLET PROTECTION
©	ROCK CONSTRUCTION ENTRANCE
D	BIO LOG

LIMITS OF DISTURBANCE - OFFSET FOR CLARITY

EROSION CONTROL BLANKET





ROCK ENTRANCE EROSION CONTROL BLANKET INLET PROTECTION SILT FENCE LIMITS OF DISTURBANCE

LEGEND

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SAFETY FENCE

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- 13. CONTRACTOR SHALL BE RESPONSIBLE FOR RE-ESTABLISHING ANY EROSION CONTROL BMP DISTURBED DURING CONSTRUCTION OPERATIONS. NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DEFICIENCIES IN THE ESTABLISHED EROSION CONTROL MEASURES THAT MAY LEAD TO UNAUTHORIZED DISCHARGE OF STORM WATER POLLUTANTS. UNAUTHORIZED POLLUTANTS INCLUDE (BUT ARE NOT LIMITED TO) EXCESS CONCRETE DUMPING, CONCRETE RESIDUE, PAINTS, SOLVENTS, GREASES, FUELS, LUBRICANT OILS, PESTICIDES, AND SOLID WASTE MATERIALS.
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AND OTHER CONSTRUCTION RELATED FACILITIES THAT MAY IMPACT STORMWATER RUNOFF.

PHASE 2 SEQUENCE OF CONSTRUCTION

- TEMPORARILY SEED, THROUGHOUT CONSTRUCTION, DENUDED AREAS THAT WILL BE
- INACTIVE FOR 7 DAYS OR MORE. CONSTRUCT UNDERGROUND SITE UTILITIES AND STORM SEWER, INCLUDING
- UNDERGROUND STORMWATER MANAGEMENT SYSTEM. INSTALL APPROPRIATE INLET PROTECTION AT ANY NEW STORM SEWER STRUCTURES
 - AS EACH STRUCTURE IS CONSTRUCTED. COMPLETE SITE GRADING AND PERMANENTLY STABILIZE AREAS TO BE VEGETATED AS
 - THEY ARE BROUGHT TO FINAL GRADE. PLACE PAVEMENT BASE MATERIAL AND INSTALL SUBDRAINAGE SYSTEM. CONSTRUCT PAVEMENTS, CURB & GUTTER, AND SIDEWALKS.
 - AS APPROPRIATE, REPLACE & MAINTAIN INLET PROTECTION DEVICES WITHIN PAVED AREAS AS WORK PROGRESSES.
 - COMPLETE FINAL GRADING AND INSTALL OF PERMANENT STABILIZATION (SEEDING, SODDING, ETC.) WITHIN LANDSCAPED AREAS.
 - WHEN THE SITE HAS ACHIEVED FINAL STABILIZATION AS DEFINED BY THE APPLICABLE EROSION CONTROL PERMITS, REMOVE ALL REMAINING TEMPORARY EROSION & SEDIMENT CONTROL BMP'S AND RE-STABILIZE ANY AREAS DISTURBED BY THE REMOVAL.

NOTE: THE SEQUENCE OF CONSTRUCTION IS INTENDED TO CONVEY THE GENERAL CONCEPTS OF THE EROSION CONTROL DESIGN AND SHOULD NOT BE RELIED UPON FOR CONSTRUCTION

PURPOSES. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DETAILED PHASING AND CONSTRUCTION SEQUENCING NECESSARY TO CONSTRUCT THE PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING IMMEDIATELY, PRIOR TO AND/OR DURING CONSTRUCTION IF ANY ADDITIONAL INFORMATION ON THE CONSTRUCTION SEQUENCE IS NECESSARY.

WESTLAKE

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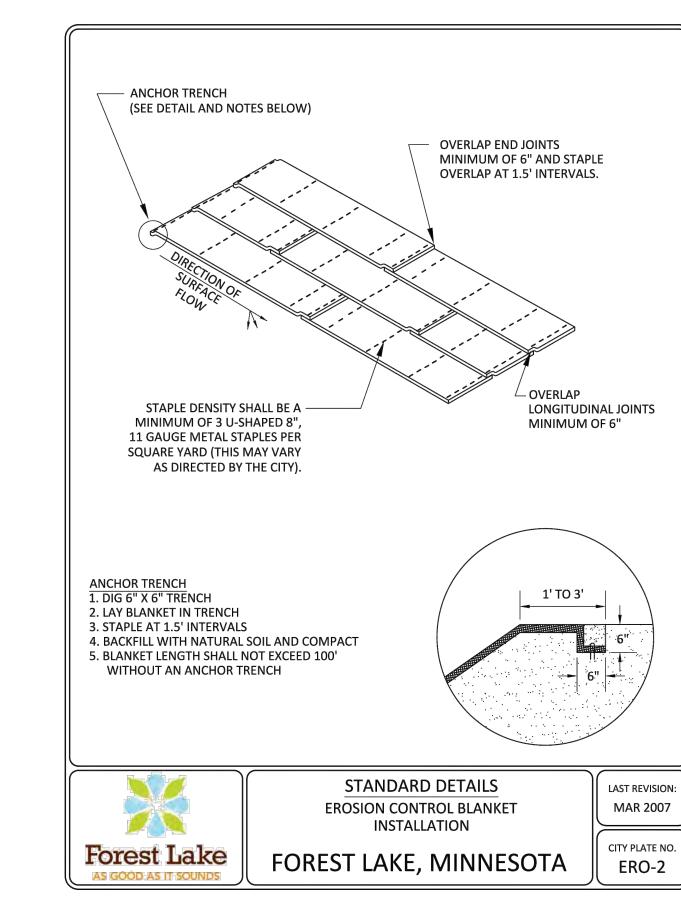
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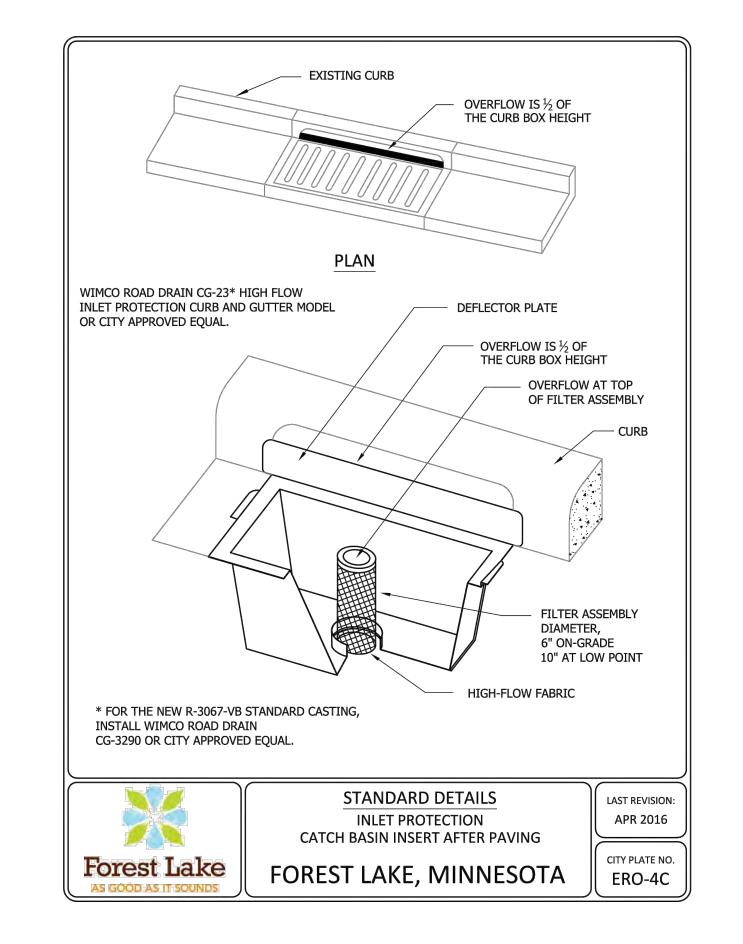
FOREST LAKE, MINNESOTA

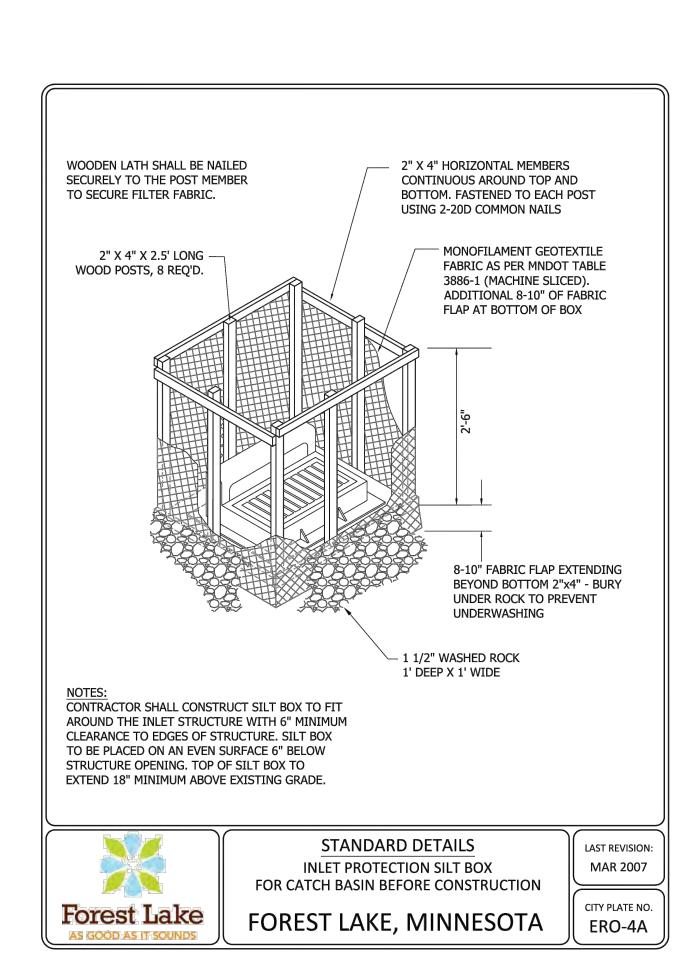
Forest Lake

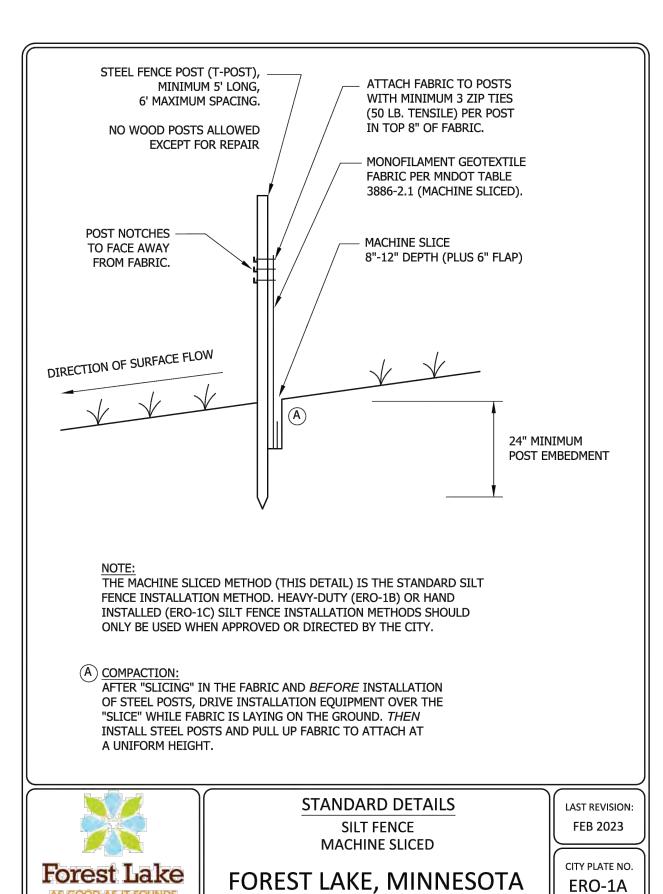
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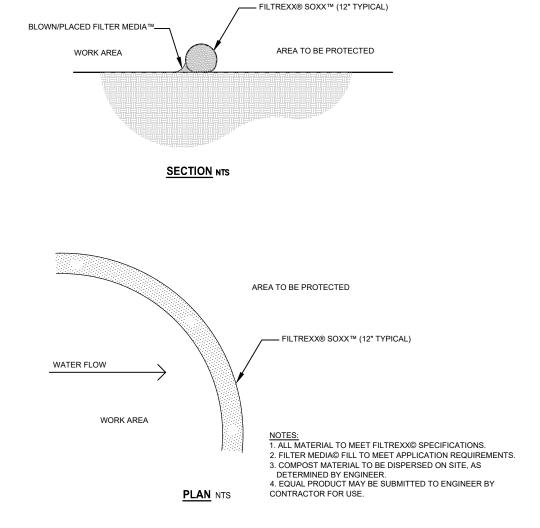
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FILTREXX® BIO ROLL SEDIMENT CONTROL

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WESTLAKE

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SHEET NUMBER C302

119TH 12TH STREET SOUTHWEST, FOREST LAKE WASHINGTON COUNTY, MN

MINNESOTA POLLUTION CONTROL AGENCY CONSTRUCTION STORMWATER PERMIT PROGRAM 520 LAFAYETTE ROAD NORTH ST. PAUL, MN 55155-4194 PHONE: (800) 443-4729

WATER MANAGEMENT CITY OF FOREST LAKE

GEOTECHNICAL INFORMATION

THE GEOTECHNICAL REPORT WAS DONE BY BRAUN INTERTEC CORPORATION DATED JANUARY 5, 2024, REPORT NUMBER B2311089. THE EXISTING SOILS ON SITE ARE PREDOMINATELY CLAYEY GLACIAL TILL SOILS ASSOCIATED WITH THE GRANTSBURG SUBLOBE FORMATION. ACCORDING TO MPCA THESE ARE CONSIDERED TYPE "A" SOILS.

PROJECT DESCRIPTION:

RIVERCREST REALTY PROPOSES TO DEVELOP THE LOT AT 119TH 12TH STREET SOUTHWEST, FOREST LAKE, MN. THE DEVELOPMENT WILL CONSIST OF A RETAIL BUILDING, AND THE CORRESPONDING PARKING, ACCESS DRIVES, SIDEWALKS, UTILITIES, AND STORMWATER BMPS. THE SITE IS LOCATED ONE LOT FROM W BROADWAY AVE AND ONE LOT FROM 12TH ST SW.

THE PROJECT SITE DOES NOT INCLUDE SITES OF HISTORIC OR ARCHEOLOGICAL SIGNIFICANCE AND DOES NOT INCLUDE ENDANGERED & THREATENED SPECIES, RARE NATURAL COMMUNITIES, COLONIAL WATERBIRD NESTING SITES, MIGRATORY WATERFOWL CONCENTRATION AREAS, DEER WINTERING AREAS OR WILDLIFE CORRIDORS.

CONSTRUCTION ACTIVITY:

RECEIVING WATERS

THE PROPOSED SITE WILL TIE INTO THE PUBLIC STORM SEWER SYSTEM WITHIN 12TH ST SW. UNDERGROUND STORMWATER MANAGEMENT BMP'S AS WELL AS A SURFACE BASIN WILL RECEIVE RUNOFF FROM THE BUILDING, ROADWAY, LANDSCAPE AND SIDEWALK AREAS.

THIS PROJECT DOES NOT DRAIN TO ANY KNOW CALCAREOUS FENS.

THE SITE IS LOCATED WITHIN ONE MILE OF THE CLEAR LAKE AND JUDICIAL DITCH 2. THEY ARE CLASSIFIED AS IMPAIRED WATERS AND RESTRICTED WATERS IN THE GENERAL PERMIT.

SEQUENCE OF MAJOR CONSTRUCTION ACTIVITIES:

- INSTALL INLET PROTECTION AT EXISTING STORMWATER INLETS.
- 2. CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE, CONCRETE WASHOUT PIT AND INSTALL PERIMETER CONTROL
- (SAFETY FENCE, SILT SOCK, AND SILT FENCE).
- 3. CONSTRUCT TEMPORARY SEDIMENT BASINS.
- 4. PREPARE TEMPORARY PARKING STORAGE AREA . COMPLETE REMOVALS AS INDICATED IN PLANS.
- . PERFORM MASS GRADING. ROUGH GRADE TO ESTABLISH PROPOSED DRAINAGE PATTERNS.
- START CONSTRUCTION OF BUILDING PADS AND STRUCTURES.
- 8. IMMEDIATELY STABILIZE ANY EXPOSED SOIL AREAS AND COMPLETE STABILIZATION WITHIN 7 DAYS OF CEASING CONSTRUCTION ACTIVITIES IN THAT PORTION OF THE SITE.

PHASE 2:

- 1. INSTALL INLET PROTECTION AT ALL STORM SEWER STRUCTURES AS EACH INLET STRUCTURE IS INSTALLED. 2. INSTALL APPROPRIATE BMP INLET PROTECTION DEVICES AS WORK PROGRESSES. INSTALL ALL OTHER TEMPORARY
- EROSION AND SEDIMENT CONTROLS. 3. COMPLETE GRADING AND INSTALLATION OF PERMANENT STABILIZATION OVER ALL AREAS DISTURBED.
- 4. STABILIZE AREAS DISTURBED BY THE REMOVAL OF TEMPORARY BMP'S.

EROSION AND SEDIMENT CONTROL PLAN AND DETAIL SHEETS:

- SHEET C200 DEMOLITION PLAN SHEET C300 - EROSION AND SEDIMENT CONTROL PLAN -PHASE 1
- SHEET C301 EROSION AND SEDIMENT CONTROL PLAN -PHASE 2
- SHEET C302 SWPPP



TIMING OF CONTOL MEASURES

- THE FOLLOWING CONTROL MEASURES WILL BE COORDINATED WITH CONSTRUCTION ACTIVITIES:
- 1. STORM SEWER INLET PROTECTION SHALL BE THE FIRST ITEM CONSTRUCTED AND SHALL REMAIN IN PLACE UNTIL PERMANENT STABILIZATION HAS TAKEN PLACE
 - 2. SILT FENCE SHALL BE CONSTRUCTED PRIOR TO ANY SOIL DISTURBANCE AND SHALL REMAIN IN PLACE UNTIL PERMANENT STABILIZATION HAS TAKEN PLACE.
 - 3. STRUCTURAL BMPS, SUCH AS DIVERSIONS, AND SEDIMENT TRAPS OR BASINS (IF REQUIRED), SHALL BE INSTALLED PRIOR TO MAJOR SOIL DISTURBANCE;
 - 4. CLEARING, GRADING AND PAVEMENT REMOVAL WILL NOT OCCUR IN AN AREA UNTIL IT IS NECESSARY FOR CONSTRUCTION TO
 - 5. INFILTRATION AREA (IF REQUIRED) SHALL NOT BE EXCAVATED TO FINAL GRADE UNTIL THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED. IN ADDITION RIGOROUS EROSION PREVENTION AND SEDIMENT CONTROLS MUST BE IMPLEMENTED TO KEEP ALL RUNOFF AND SEDIMENT OUT OF THE INFILTRATION PRACTICE.

EROSION AND SEDIMENT CONTROL DEVICES WILL BE SATISFACTORILY MAINTAINED UNTIL THE CONSTRUCTION IS COMPLETED AND THE POTENTIAL FOR EROSION HAS PASSED.

CERTIFICATION OF COMPLIANCE WITH FEDERAL, STATE AND LOCAL **REGULATIONS**

THE STORM WATER POLLUTION PREVENTION PLAN REFLECTS MINNESOTA POLLUTION CONTROL AGENCY GUIDELINES FOR STORM WATER MANAGEMENT AND EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION ACTIVITIES. THE STORM WATER POLLUTION PREVENTION PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM PERMIT, BMPS SHALL BE INCORPORATED IN ACCORDANCE WITH THE NPDES/SDS STORMWATER PERMIT FOR CONSTRUCTION.

MAINTENANCE AND INSPECTION RECORDS

THE OWNER AND CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING INSPECTION AND MAINTENANCE PRACTICES TO MAINTAIN **EROSION AND SEDIMENT CONTROLS.**

- 1. PERMITTEES MUST IMMEDIATELY INITIATE STABILIZATION OF EXPOSED SOIL AREAS AND COMPLETE STABILIZATION WITHIN SEVEN (7) DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE TEMPORARILY OR PERMANENTLY CEASES.
- 2. ALL CONTROL MEASURES WILL BE INSPECTED AT LEAST ONCE EACH WEEK AND WITHIN 24 HOURS OF THE END OF A STORM EVENT OF 0.5 INCHES OR GREATER IN 24 HOURS. THE INSPECTION WILL BE COMPLETED BY THE EROSION CONTROL SUPERVISOR
- 3. ALL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER; IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS OF REPORT
- 4. BIO ROLLS WILL BE INSPECTED FOR DEPTH OF SEDIMENT, TEARS, TO SEE IF THE FABRIC IS SECURELY ATTACHED TO THE CONCRETE BARRIERS
- 5. INLET PROTECTION DEVICES WILL BE INSPECTED FOR DEPTH OF SEDIMENT AND FREE OF ANY TEARS. DEVICES SHALL BE INSPECTED TO ENSURE THEY ARE SECURELY IN PLACE.
- 6. SILT FENCE SHALL BE INSPECTED FOR DEPTH OF SEDIMENT, TEARS, FABRIC ATTACHMENT TO POSTS, AND THAT POSTS AND FABRIC BOTTOM ARE FIRMLY IN THE GROUND.
- 7. BUILT UP SEDIMENT SHALL BE REMOVED FROM SILT FENCE WHEN IT HAS REACHED ONE THIRD THE HEIGHT OF THE FENCE

SPILL PREVENTION

- THE FOLLOWING GOOD HOUSEKEEPING PRACTICES WILL BE FOLLOWED ONSITE DURING THE CONSTRUCTION PROJECT 1. DESIGNATE AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR, TAKING STEPS TO MINIMIZE SPILLS AND CONTROL THE RUNOFF
- FROM THESE AREAS; 2. PROVIDE WASTE RECEPTACLES AT CONVENIENT LOCATIONS. THE RECEPTACLES SHOULD BE COVERED AND THE WASTE SHOULD
- BE REGULARLY COLLECTED; 3. PROVIDE APPROPRIATE CONTROL OF EQUIPMENT WASH WATERS, SUCH AS CONCRETE WASHOUTS, TO PREVENT UNAUTHORIZED
- DRY WEATHER DISCHARGES AND AVOID MIXING THE WASH WATER WITH STORM WATER; 4. PROVIDE PROTECTED STORAGE AREAS FOR CHEMICALS, PAINTS, SOLVENTS, FERTILIZERS, GASOLINE, AND OTHER POTENTIALLY
- TOXIC MATERIALS. THESE AREAS SHOULD PROVIDE CONTAINMENT TO PREVENT STORM WATER FROM ENTERING THE CHEMICAL STORAGE AREA AND PREVENT LEAKS FROM LEAVING THE CHEMICAL STORAGE AREA; AND
- 5. PROVIDE ADEQUATELY MAINTAINED SANITARY FACILITIES.

INJURY FROM CONTACT WITH A HAZARDOUS SUBSTANCE.

HAZARDOUS PRODUCTS

- THESE PRACTICES ARE USED TO REDUCE THE RISKS ASSOCIATED WITH HAZARDOUS MATERIALS
- 1. PRODUCTS WILL BE KEPT IN THEIR ORIGINAL CONTAINERS UNLESS IT CANNOT BE RESEALED. 2. ORIGINAL LABELS AND MATERIAL SAFETY DATA SHEETS WILL BE RETAINED ON SITE AND ACCESSIBLE AT ALL TIMES; THEY
- CONTAIN IMPORTANT PRODUCT AND SAFETY INFORMATION.
- 3. IF SURPLUS PRODUCT MUST BE DISPOSED OF, MANUFACTURERS' OR LOCAL AND STATE RECOMMENDED METHODS FOR PROPER DISPOSAL WILL BE FOLLOWED.

SPILL CONTROL PRACTICES:

- IN ADDITION TO THE GOOD HOUSEKEEPING AND MATERIAL MANAGEMENT PRACTICES DISCUSSED IN THE PREVIOUS SECTIONS OF THIS PLAN, THE FOLLOWING PRACTICES WILL BE FOLLOWED FOR SPILL PREVENTION AND CLEANUP:
- AWARE OF THE PROCEDURES AND THE LOCATION OF THE INFORMATION AND CLEANUP SUPPLIES.
- MATERIALS AND EQUIPMENT NECESSARY FOR SPILL CLEANUP WILL BE KEPT IN A MATERIAL STORAGE AREA LOCATED ONSITI EQUIPMENT AND MATERIALS WILL INCLUDE BUT NOT BE LIMITED TO BROOMS, DUST PANS, MOPS, RAGS, GLOVES, GOGGLES, CAT

1. MANUFACTURERS' RECOMMENDED METHODS FOR SPILL CLEANUP WILL BE CLEARLY POSTED AND SITE PERSONNEL WILL BE MADE

- LITTER, SAND, SAWDUST, AND PLASTIC AND METAL TRASH CONTAINERS SPECIFICALLY FOR THIS PURPOSE. 3. ALL SPILLS WILL BE CLEANED UP IMMEDIATELY AFTER DISCOVERY. 4. THE SPILL AREA WILL BE KEPT WELL VENTILATED AND PERSONNEL WILL WEAR APPROPRIATE PROTECTIVE CLOTHING TO PREVENT
- 5. SPILLS OF TOXIC OR HAZARDOUS MATERIAL WILL BE REPORTED TO THE APPROPRIATE STATE OR LOCAL GOVERNMENT AGENCY. REGARDLESS OF THE SIZE. IN ADDITION TO REPORTING TO LOCAL AUTHORITIES, REPORT SPILLS TO THE MINNESOTA POLLUTION CONTROL AGENCY (STATE DUTY OFFICER: 800-422-0798 OR 651-297-8610). ANY SPILLS ABOVE THE REPORTABLE QUANTITIES LIMITS IN THE CODE OF FEDERAL REGULATIONS (CFR), TITLE 40, PART 302 SHALL BE REPORTED TO THE EPA NATIONAL RESPONSE CENTER (800-424-8802). THE REPORT WILL INCLUDE MEASURES TO PREVENT SPILLS FROM REOCCURRING AND INFORMATION REGARDING HOW TO REMEDIATE SPILLS IF A SIMILAR OCCURRENCE HAPPENS. A DESCRIPTION OF THE SPILL, WHAT CAUSED IT. AND THE CLEANUP MEASURES WILL ALSO BE INCLUDED.
- 6. THE CONTRACTOR'S EROSION CONTROL SUPERVISOR SHALL BE THE SPILL PREVENTION AND CLEANUP COORDINATOR.
- 7. SPILLS WILL BE STUDIED TO UNDERSTAND WHY THEY OCCURRED AND PREVENTIVE METHODS WILL BE CREATED TO ENSURE SIMILAR SPILLS DO NOT OCCUR IN THE FUTURE.

PRODUCT SPECIFIC PRACTICES

PETROLEUM PRODUCTS:

ALL ON SITE VEHICLES WILL BE MONITORED FOR LEAKS AND RECEIVE REGULAR PREVENTIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE. PETROLEUM PRODUCTS WILL BE STORED IN TIGHTLY SEALED CONTAINERS WHICH ARE CLEARLY LABELED. ANY ASPHALT BASED MATERIALS USED ON SITE WILL BE APPLIED AND STORED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS. ANY SPILLED PETROLEUM PRODUCTS OF 5 GALLONS OR MORE SHALL BE REPORTED TO THE MINNESOTA POLLUTION CONTROL AGENCY AT 651-297-8610.

PAINTS AND CLEANING SOLVENTS

ALL CONTAINERS WILL BE TIGHTLY SEALED AND STORED WHEN NOT REQUIRED FOR USE. EXCESS PAINT AND SOLUTIONS WILL NOT BE DISCHARGED TO THE STORM SEWER SYSTEM BUT WILL BE PROPERLY DISPOSED OF ACCORDING TO MANUFACTURERS' INSTRUCTIONS OR STATE AND LOCAL REGULATIONS.

CONCRETE AND CONCRETE TRUCKS:

- CONCRETE, CONCRETE TOOLS AND TRUCKS ALL MUST WASH OUT IN A DESIGNATED AREA. THE DESIGNATED AREA MUST BE CLEARLY IDENTIFIED ON THE SITE AND COMMUNICATED TO ALL PERSONNEL INVOLVED WITH CAST-IN-PLACE CONCRETE AS THE WASHOUT AREA. THIS DESIGNATED AREA MUST MEET THE MPCA AND EPA REGULATIONS OF A DEFINED CONCRETE WASHOUT AREA. THE FOLLOWING THREE OPTIONS ARE CONSIDERED AN APPROVED METHOD:
- 1. KEEPING ALL CONCRETE WASHOUT SELF-CONTAINED AND RETURNED TO AN INDUSTRIAL SITE TO BE DISPOSED OF IN A MPCA
- 2. PROVIDING A PREFABRICATED CONCRETE WASHOUT CONTAINER THAT ALL CONCRETE WASHOUT CAN BE COLLECTED IN. THESE CONTAINERS SHOULD BE MAINTAINED ON A REGULAR BASIS.
- 3. CREATING A SELF-INSTALLED WASHOUT FACILITY WITH AN IMPERMEABLE LINER. AN ENGINEERED CLAY LINER WILL BE CONSIDERED AN IMPERMEABLE LINER.

FOR ADDITIONAL INFORMATION ON CONCRETE WASHOUT REGULATIONS, PLEASE SEE THE MPCA'S MEMORANDUM "CONCRETE WASHOUT GUIDANCE" AND THE EPA "STORMWATER BEST MANAGEMENT PRACTICES CONCRETE WASHOUT".

IF VEHICLES OR EQUIPMENT ARE WASHED ON THE PROJECT SITE IT MUST BE DONE IN A DESIGNATED AREA. THE DESIGNATED AREA MUST BE CLEARLY IDENTIFIED ON THE SITE AND COMMUNICATED TO ALL PERSONNEL INVOLVED. RUNOFF FROM THE WASHING AREA MUST BE CONTAINED IN A SEDIMENT BASIN OR OTHER SIMILAR CONTROL METHOD AND MUST BE PROPERLY DISPOSED OF.

INSPECTIONS AND MAINTENANCE

EROSION CONTROL SUPERVISOR (MNDOT 2573):

THE CONTRACTOR SHALL ASSIGN AN EROSION CONTROL SUPERVISOR FOR THE PROJECT WHO SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE PROJECT SWPPP. THE EROSION CONTROL SUPERVISOR (ECS) SHALL COMPLY WITH THE MOST CURRENT ADDITION OF THE MNDOT STANDARD SPECIFICATION FOR CONSTRUCTION FOR ALL APPLICABLE SECTIONS. THE ECS SHALL:

- 1. IMPLEMENT THE SWPPP PLAN
- 2. OVERSEE MAINTENANCE PRACTICES IDENTIFIED IN THE SWPPP.
- . CONDUCT OR PROVIDE FOR INSPECTION AND MONITORING ACTIVITIES 4. INSPECT SITE AND BEGIN CORRECTIVE ACTIONS TO DEFICIENT BMP'S NO LATER THAN
- 24 HOURS AFTER A RAINFALL EVENT. 5. PREPARE WEEKLY SCHEDULE OF EROSION ACTIVITIES (MNDOT 1717.2D)
- 6. PREPARE AND UPDATE THE CONTRACTORS EROSION/SEDIMENT CONTROL SITE PLAN AS NECESSARY (MNDOT1717.2E)
- 7. IDENTIFY OTHER POTENTIAL POLLUTANT SOURCES AND MAKE SURE REMEDIES ARE ADDED TO THE SWPPP 8. IDENTIFY ANY DEFICIENCIES IN THE SWPPP AND IDENTIFY BEST MANAGEMENT
- PRACTICES (BMPS) TO ADDRESS THE DEFICIENCIES AND ASSURE THEY ARE ADDED TO 9. IF CHANGES IN CONSTRUCTION DOCUMENTS ARE NOT ADDRESSED IN THE SWPPP, THEN THE ECS SHALL AMEND THE SWPPP TO INCLUDE THE CHANGES

MAINTENANCE AND INSPECTION REQUIREMENTS SHALL BE CONSISTENT WITH NPDES CSW PERMIT PARTS 11.2-11.11.

CONTRACTOR'S EROSION/SEDIMENT CONTROL SITE PLANS THE CONTRACTOR SHALL SUBMIT A CONTRACTOR'S EROSION / SEDIMENT CONTROL SITE

PLAN TO THE ENGINEER A MINIMUM OF 24 HOURS PRIOR TO THE FIRST PRE-CONSTRUCTION MEETING. THE CONTRACTOR'S EROSION / SEDIMENT CONTROL SITE PLAN SHALL INCLUDE:

1. THE NAME OF THE CONTRACTOR'S DESIGNATED EROSION CONTROL SUPERVISOR WITH

- 24-HOUR CONTACT INFORMATION. (I.E. PHONE NUMBER, EMAIL, ETC.) 2. NAME AND CONTACT INFORMATION FOR THE INDIVIDUAL(S) RESPONSIBLE FOR PERFORMING AND MAINTAINING THE SITE INSPECTION LOGS ON A WEEKLY BASIS (OR
- WITHIN 24 HOURS OF 0.5 INCHES OF A RAIN IN A 24 HOUR PERIOD). 3. NAME AND CONTACT INFORMATION OF THE INDIVIDUAL(S) RESPONSIBLE FOR TEMPORARY AND PERMANENT STABILIZATION. 4. NAME AND CONTACT INFORMATION OF THE INDIVIDUAL(S) WHO WILL BE RESPONSIBLE
- FOR EMERGENCY REPAIRS AND REPLACEMENTS. 5. LOCATION WHERE THE SWPPP DOCUMENT AND NPDES PERMIT WILL BE KEPT ON-SITE. THE DOCUMENT SHOULD BE ACCESSIBLE AT ALL TIMES AND AVAILABLE IN THE TIME OF ESSENCE.
- 6. WHERE AND HOW CONCRETE WASHOUT WILL OCCUR AND BE IN COMPLIANCE OF THE MINNESOTA POLLUTION CONTROL AGENCY'S (MPCA) MEMORANDUM "CONCRETE WASHOUT GUIDANCE' 7. LOCATION OF STOCKPILES OF NATIVE SOILS AND/OR BORROW MATERIALS INDICATE

HOW STOCKPILES WILL BE KEPT IN COMPLIANCE WITH NPDES AND MPCA REQUIREMENTS

THE CONTRACTOR WILL NOT BE ALLOWED TO START WORK UNTIL THE ENGINEER HAS REVIEWED AND ACCEPTED THE CONTRACTOR'S EROSION / SEDIMENT CONTROL SITE

INSPECTION AND MAINTENANCE PRACTICES

- 1. ALL CONTROL MEASURES SHALL BE INSPECTED AT LEAST ONCE EACH WEEK AND WITHIN 24 HOURS ON THE END OF A STORM EVENT RESULTING IN 0.5 INCHES OR GREATER WITHIN A 24 HOUR PERIOD. THE INSPECTION SHALL BE COMPLETED BY THE
- 2. PERMITTEES MUST IMMEDIATELY INITIATE STABILIZATION OF EXPOSED SOIL AREAS AND COMPLETE STABILIZATION WITHIN SEVEN (7) DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE TEMPORARILY OR PERMANENTLY CEASES.
- 3. ALL MEASURES SHALL BE MAINTAINED IN GOOD WORKING ORDER; IF A REPAIR IS NECESSARY, IT SHALL BE INITIATED WITHIN 24 HOURS OF REPORT.
- 4. SILT FENCE SHALL BE INSPECTED FOR DEPTH OF SEDIMENT, TEARS, FABRIC ATTACHMENT TO POSTS, AND THAT POSTS AND FABRIC BOTTOM ARE FIRMLY IN THE
- 5. BUILT UP SEDIMENT SHALL BE REMOVED FROM SILT FENCE WHEN IT HAS REACHED ONE THIRD THE HEIGHT OF THE FENCE OR SOONER.
- 6. INLET PROTECTION DEVICES SHALL BE INSPECTED FOR DEPTH OF SEDIMENT, ABSENCE OF TEARS AND TO ASSURE THAT THE DEVICES ARE SECURELY IN PLACE.

- PRIOR COMMENCEMENT OF CONSTRUCTION ACTIVITIES IN ANY AREA OF THE PROJECT, DOWN GRADIENT EROSION AND SEDIMENT CONTROL MEASURES AND CONCRETE BARRIERS DELINEATING THE CONSTRUCTION LIMITS SHALL BE INSTALLED AND INSPECTED BY THE ECS AND THE ENGINEER . THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL EROSION AND SEDIMENT
- CONSTRUCTION. THIS INCLUDES ANY ADDITIONAL EROSION AND SEDIMENT CONTROLS BEYOND THAT SHOWN ON THE PLAN. 3. PHASED CONSTRUCTION SHALL BE USED TO MINIMIZE SEDIMENT TRANSPORT. 4. THE MAXIMUM TIME ANY AREA CAN REMAIN OPEN WHILE NOT BEING WORKED IS

CONTROL MEASURES AS REQUIRED BY THE MPCA'S NPDES PERMIT FOR

- DAYS. FERTILIZER SHOULD BE DISTRIBUTED AT A RATE OF 250 LBS/ACRE. 5. IF DOWN GRADIENT BMPS ARE OVERLOADED DURING A STORM EVENT, ADDITIONAL UP GRADIENT BMPS ARE REQUIRED TO ELIMINATE THE OVERLOAD. THE ADDITIONAL BMPS MUST BE RECORDED ON THIS SWPPP IN THE AMENDMENTS TO SWPPP
- 6. TEMPORARY STOCKPILES MUST HAVE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS, AND CANNOT BE PLACED IN SURFACE WATERS INCLUDING STORM WATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS, OR CONDUITS AND DITCHES. ALL STOCKPILES SHALL BE COVERED OR STABILIZED TO LIMIT WIND
- 7. A CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED FOR THE PROJECT. A VEHICLE TRACKING PAD SHALL BE INSTALLED IN ACCORDANCE WITH THE CONSTRUCTION PLAN AT EVERY PROJECT ENTRANCE. ENTRANCES MUST BE INSPECTED AND MAINTAINED TO ENSURE PROPER FUNCTION.
- SWEEPER WITH A PICK UP BROOM ON ADJACENT ROADWAYS ON A DAILY BASIS AND AS DIRECTED BY THE ENGINEER OR AHJ. 9. CONCRETE WASHOUT SHALL BE DONE IN ACCORDANCE WITH THE MPCA AND THE

8. THE CONTRACTOR SHALL CLEAN ALL TRACKED MATERIALS USING A STREET

EPA CONCRETE WASHOUT GUIDANCE.

CONTROLS

ONE CONSTRUCTION EXIT/ENTRANCE SHALL BE INCORPORATED INTO THE PROJECT. ALL CONSTRUCTION TRAFFIC SHALL UTILIZE THE CONSTRUCTION EXIT(S) SUCH THAT TRACK OUT OF SEDIMENT IS MINIMIZED IN ACCORDANCE WITH THE GENERAL PERMIT. SILT FENCING, BIOROLL AND SILT DIKES SHALL BE INSTALLED ON THE PERIMETER AND/OR DOWNSTREAM GRADIENT OF THE AREA TO BE DISTURBED. INLET PROTECTION WILL ALSO

BE REQUIRED ON ALL EXISTING AND PROPOSED STORM SEWER CATCH BASINS AND

THE PERMIT REQUIRES THAT TEMPORARY EROSION AND SEDIMENT CONTROLS BE IN PLACE PRIOR TO BEGINNING CONSTRUCTION, AND THAT THEY BE INSPECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. EFFECTIVE BMP'S MUST BE IN PLACE ON ALL EXPOSED SOIL AREAS WHERE NO CONSTRUCTION ACTIVITIES WILL OCCUR

STABILIZATION PRACTICES

MAINTAINED THROUGHOUT CONSTRUCTION

TEMPORARY STABILIZATION INCLUDES THE INSTALLATION OF SILT FENCING ON THE DOWNSTREAM GRADIENT OF THE AREA TO BE DISTURBED. INLET PROTECTION WILL ALSO BE REQUIRED ON ALL EXISTING AND PROPOSED STORM SEWER CATCH BASINS AND MAINTAINED THROUGHOUT CONSTRUCTION. EFFECTIVE BMP'S MUST BE IN PLACE ON ALL EXPOSED SOIL AREAS WHERE NO CONSTRUCTION ACTIVITIES WILL OCCUR FOR A PERIOD OF 7 DAYS OR MORE. STABILIZING MUST OCCUR WITHIN 7 DAYS OF THE LAST CONSTRUCTION ACTIVITY.

STOCKPILES WILL BE KEPT IN AN ORDERLY FASHION IN AN AREA DESIGNATED BY THE EROSION CONTROL SUPERVISOR ON THE CONTRACTOR'S EROSION / SEDIMENT CONTROL SITE PLAN. THE STOCKPILES MUST HAVE PERIMETER CONTROL AND STABILIZATION IF SOIL STOCK PILES REMAIN FOR MORE THAN 7 DAYS. STABILIZATION OR COVERING THE PILE WITH PLASTIC OR GEO-TEXTILE MAY ALSO BE NECESSARY FOR CONTROLLING DUST

PERMANENT STABILIZATION INCLUDES BUILDING CONSTRUCTION, PLACEMENT OF CURB AND GUTTER, PAVEMENT, AND FINAL LANDSCAPING AND GROUNDCOVER ACCORDING TO THE CONSTRUCTION DRAWINGS.

ANY REMOVALS SHALL BE LIMITED TO THAT WHICH IS REQUIRED AND IN AN ORDER THAT IS CONSISTENT WITH THE REMOVAL AND CONSTRUCTION SEQUENCE.

OTHER CONTROLS

ALL WASTE MATERIALS SHALL BE PROPERLY HANDLED, STORED, AND DISPOSED OF. CONSTRUCTION CHEMICALS AND CONCRETE WASHOUT WILL BE PROPERLY CONTROLLED TO PREVENT POLLUTANTS FROM ENTERING STORM WATER DISCHARGES.

SANITARY WASTE:

ALL SANITARY WASTE SHALL BE COLLECTED FROM THE PROTABLE UNITS AS REQUIRED BY LOCAL REGULATION.

ALL HAZARDOUS WASTE MATERIALS SHALL BE STORED AND DISPOSED OF IN THE MANNER

HAZARDOUS WASTE MATERIALS:

SPECIFIED BY LOCAL OR STATE REGULATION. MATERIALS WITH THE POTENTIAL TO LEACH SHALL BE STORED UNDER COVER (E.G. PLASTIC SHEETING OR TEMPORARY ROOFS.) MATERIALS SHALL BE STORED IN A RESTRICTED ACCESS STORAGE AREA TO PREVENT VANDALISM. THE CONTRACTOR'S PERSONNEL SHALL BE INSTRUCTED IN THESE PRACTICES AND THE CONTRACTOR'S EROSION CONTROL SUPERVISOR SHALL BE RESPONSIBLE FOR SEEING THAT THESE PRACTICES ARE FOLLOWED.

OFF-SITE VEHICLE TRACKING:

PAVED STREETS ADJACENT TO THE PROJECT SITE SHALL BE KEPT CLEAN OF DEBRIS. STREETS SHALL BE SWEPT WITH A PICK-UP BROOM AS NECESSARY OR AS DIRECTED BY THE ENGINEER OR AHJ. DUMP TRUCKS HAULING MATERIAL TO AND FROM THE CONSTRUCTION AREA SHALL BE COVERED WITH A TARPAULIN. ALL VEHICLES EXITING THE SITE SHALL BE GUIDED AND REQUIRED TO GO THROUGH THE CONSTRUCTION EXIT

IF DEWATERING IS REQUIRED, PRACTICES DESCRIBED IN THE GEOTECHNICAL REPORT AND EROSION AND SEDIMENT CONTROL AND STORMWATER MANAGEMENT MANUAL SHOULD BE FOLLOWED. THE DEWATERING PLAN MUST INCLUDE BMPS TO PREVENT SEDIMENT TRANSPORT, EROSION, AND ADVERSE IMPACTS TO DOWNSTREAM RECEIVING WATERS, IN ADDITION, DEWATERING PLAN MUST INCLUDE ANY SPECIFIC CHEMICAL TREATMENTS THAT ARE USED. DISCHARGE OF STORM WATER AND GROUND WATER FROM CONSTRUCTION DEWATERING ACTIVITIES IS COVERED UNDER THE GENERAL PERMIT.

WHENEVER POSSIBLE, VEHICLE REFUELING AND MAINTENANCE SHOULD NOT BE PERFORMED ON THE CONSTRUCTION SITE. HOWEVER, ANY VEHICLE REFUELING OR MAINTENANCE THAT MUST TAKE PLACE ON THE CONSTRUCTION SITE MUST HAVE PROPER SPILL PREVENTION CONTROLS IN PLACE PRIOR TO COMMENCING WORK

EQUIPMENT AND VEHICLES MUST BE CLEANED REGULARLY TO PREVENT A BUILDUP OF OIL AND GREASE BERMS SANDBAGS OR OTHER BARRIERS SHOULD BE USED AROUND THE PERIMETER OF THE MAINTENANCE AREA TO PREVENT STORM WATER CONTAMINATION. MAINTENANCE AREAS SHOULD BE CLEARLY DESIGNATED. SECONDARY CONTAINMENT (CAPABLE OF HANDLING 110% OF MATERIAL) MUST BE PROVIDED FOR ALL FLUIDS GREATER THAN 55 GALLONS. ALL WASTE FLUIDS MUST BE IN LEAK-PROOF CONTAINERS.

DUST RESULTING FROM THE CONTRACTOR'S WORK EITHER INSIDE OR OUTSIDE THE RIGHT OF WAY, SHALL BE CONTROLLED BY THE CONTRACTOR BY APPLYING EITHER WATER OR DUST PALLIATIVE, OR BOTH.

ENGINEER

ST. PAUL, MN 55114

TELEPHONE (651) 645-4197

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SWPPP DESIGNER KIMLEY-HORN AND ASSOCIATES, INC.

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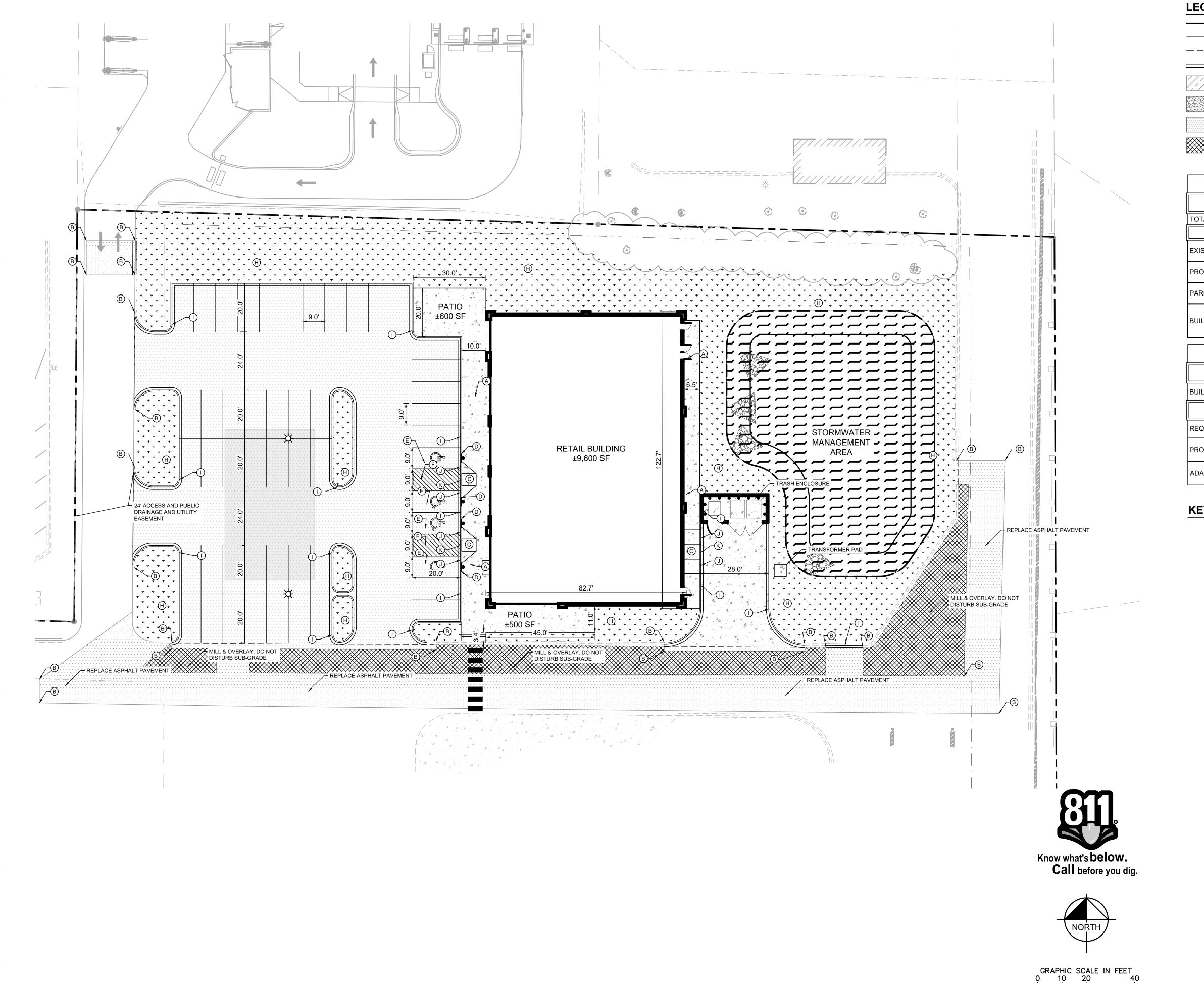
DEVELOPER RIVERCREST REALTY INVESTORS 8816 SIX FORKS ROAD, SUITE 201

RALEIGH, NC 27615 TELEPHONE (919) 846-4046

Call before you dig

' SHEET NUMBER

C303



LEGEND

SETBACK LINE — — — — — DRAINAGE AND UTILITY EASEMENT PROPOSED CURB AND GUTTER PROPOSED CONCRETE PAVEMENT

PROPOSED CONCRETE SIDEWALK PROPOSED ASPHALT PAVEMENT

> PROPOSED MILL & OVERLAY DO NOT DISTURB SUB-GRADE

PROPERTY SUMMARY

WESTLAKE					
TOTAL PROPERTY AREA	248,175 SF (5.69 AC)				
ZONING SUMMAI	RY.				
EXISTING ZONING	B-2				
PROPOSED ZONING	B-2				
PARKING SETBACKS	FRONT = 10' SIDE/REAR = 5'				
BUILDING SETBACKS	FRONT = 40' SIDE = 0' REAR = 0'				

BUILDING DATA SUMMARY

AREAS

- 1				
	BUILDING AREA	±9,600 SF		
	PARKING	1		
	REQUIRED PARKING	48 SPACES @ 5 SPACES FOR EACH 1,000 SF		
	PROPOSED PARKING	50 SPACES INCLUDING 4 ADA STALLS		
	ADA STALLS PROVIDED	4 STALLS		

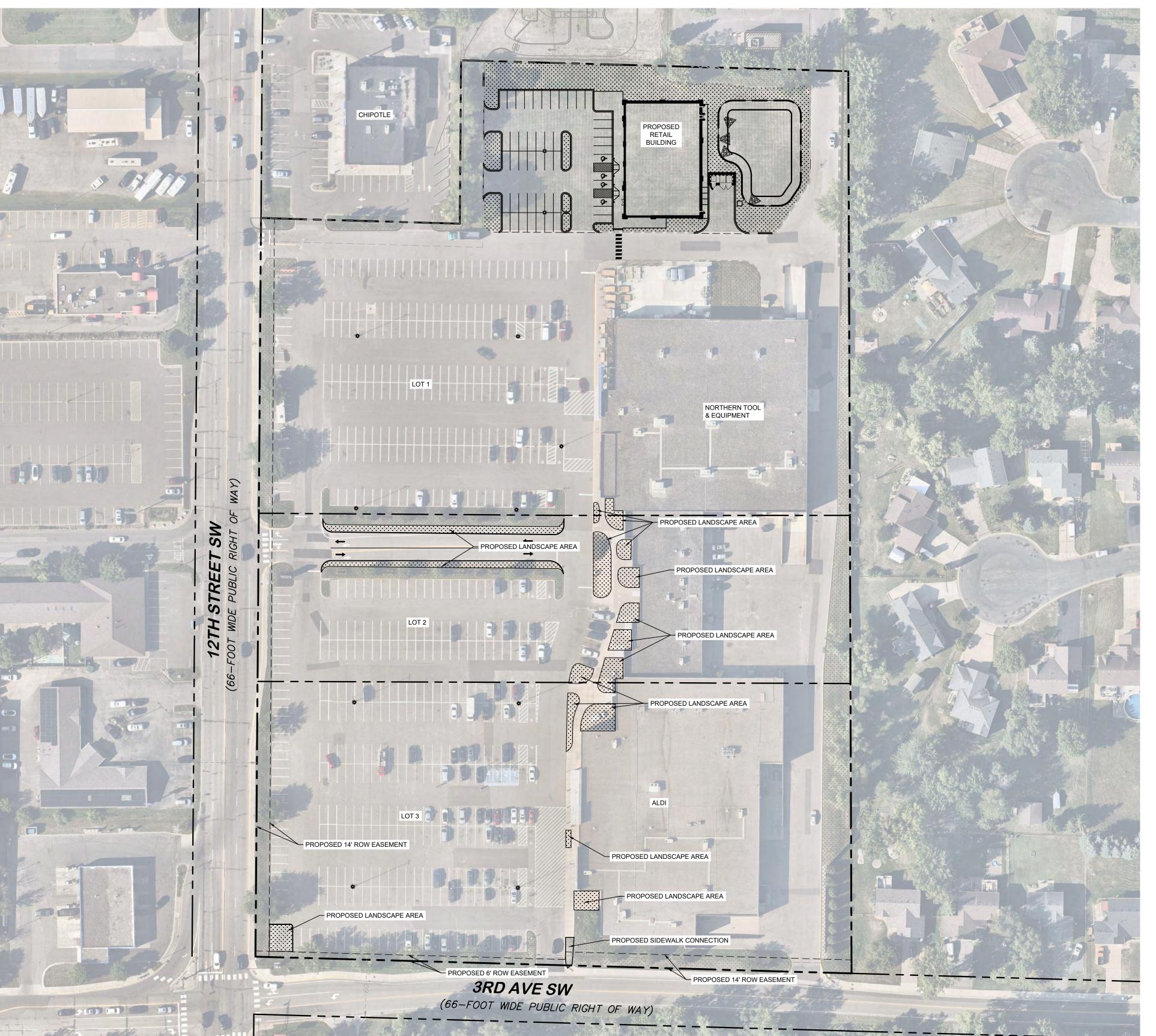
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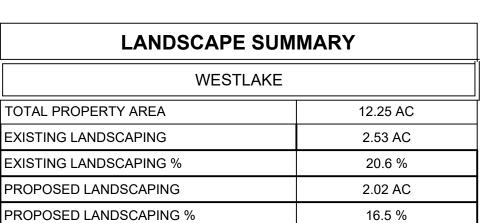
- CONCRETE SIDEWALK
- MATCH EXISTING EDGE OF PAVEMENT/ CURB & GUTTER
- ACCESSIBLE CURB RAMP
- ACCESSIBLE PARKING SIGN
- ACCESSIBLE PARKING STALL
- AREA STRIPED WITH 4" SYSL @ 45° 2' O.C.
- LANDSCAPE AREA
- B612 CURB
- TRANSITION CURB
- FLUSH CURB

PREPARED FOR RIVERCREST REAL INVESTORS

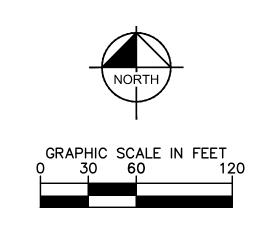
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WESTLAKE



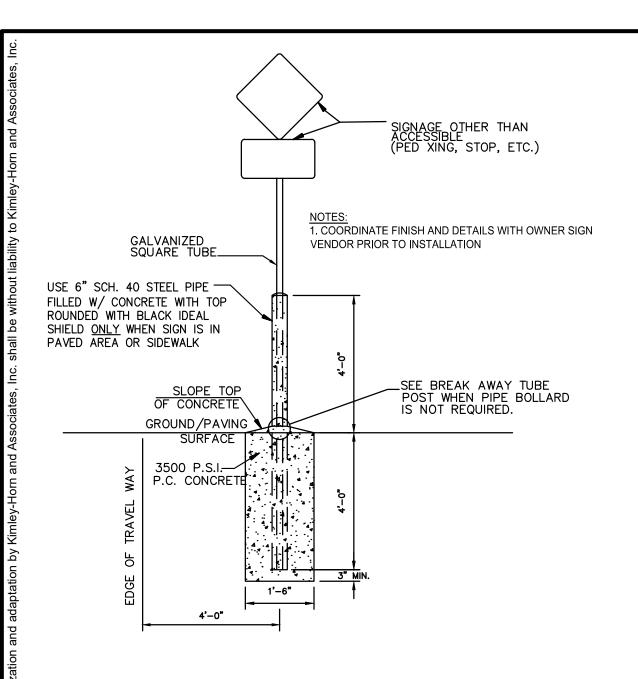


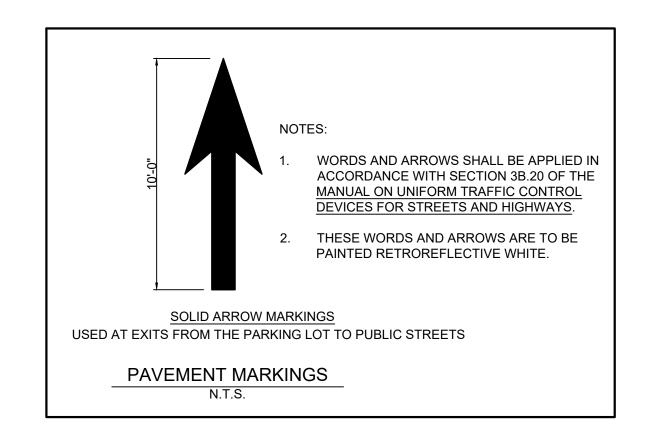




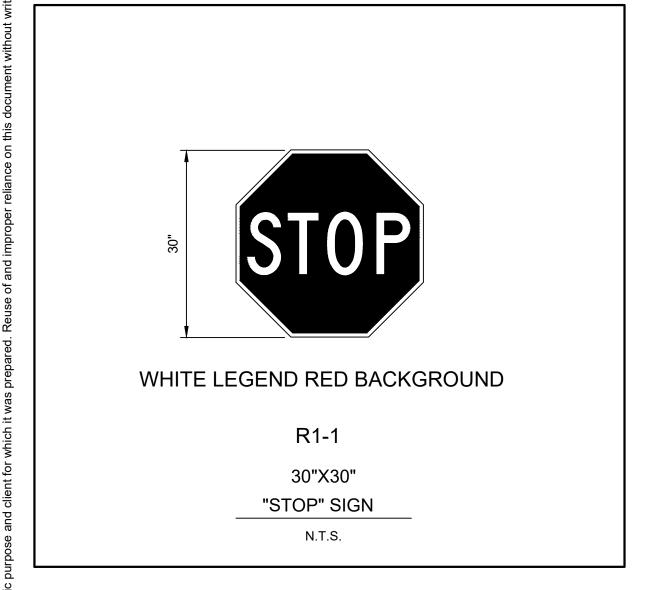
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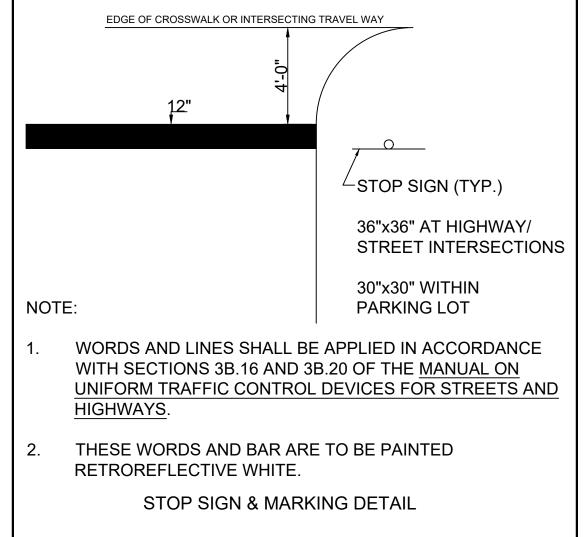
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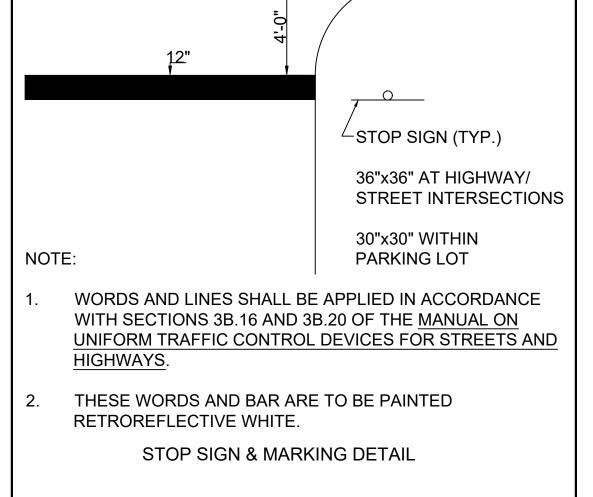


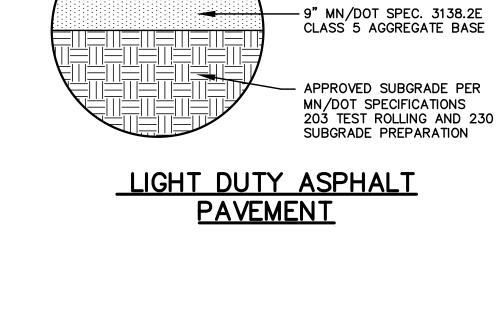


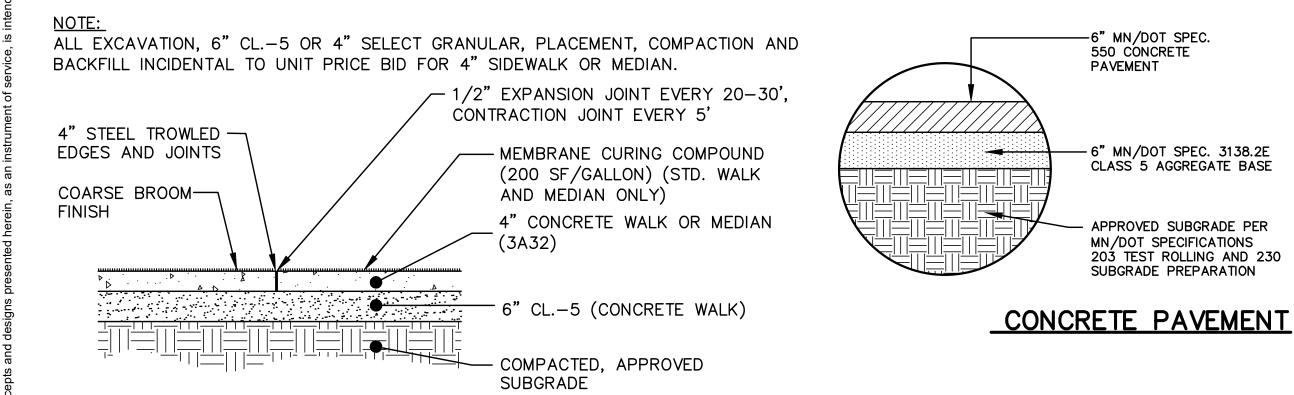


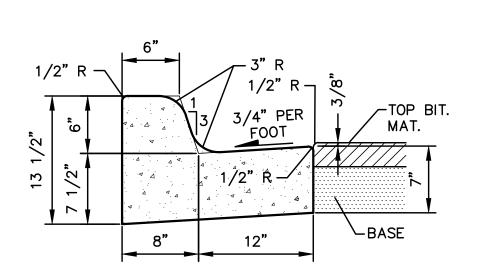












NOTE: BOTTOM OF SIGNS TO BE MOUNTED 60"-66" FROM PARKING GRADE, SEE SIGN POST

HANDICAP PARKING SIGN, 12"X18",

INSTALLATION DETAIL

OR PER LOCAL CODE

LOCAL CODE,

AS APPLICABLE

-2" SPWEA340C WEAR ASPHALT PAVEMENT

PAVEMENT

_2.5" SPNWB330C NON-WEAR ASPHALT

9" MN/DOT SPEC. 3138.2E

CLASS 5 AGGREGATE BASE

APPROVED SUBGRADE PER MN/DOT SPECIFICATIONS 203 TEST ROLLING AND 230 SUBGRADE PREPARATION

-1.5" SPWEA340C WEAR

2" SPNWB330C NON-WEAR ASPHALT PAVEMENT

ASPHALT PAVEMENT

HANDICAP VAN ACCESSIBLE

PARKING SIGN, 12"X6", OR PER

PARKING

UP TO \$200 FINE FOR VIOLATION

CCESSIBLE

HANDICAP SIGN

HEAVY DUTY ASPHALT

PAVEMENT

B612 CURB & GUTTER

CONCRETE WALK

CONCRETE PAVEMENT SHALL CONTAIN #3 REBAR AT 18" O.C. PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATION

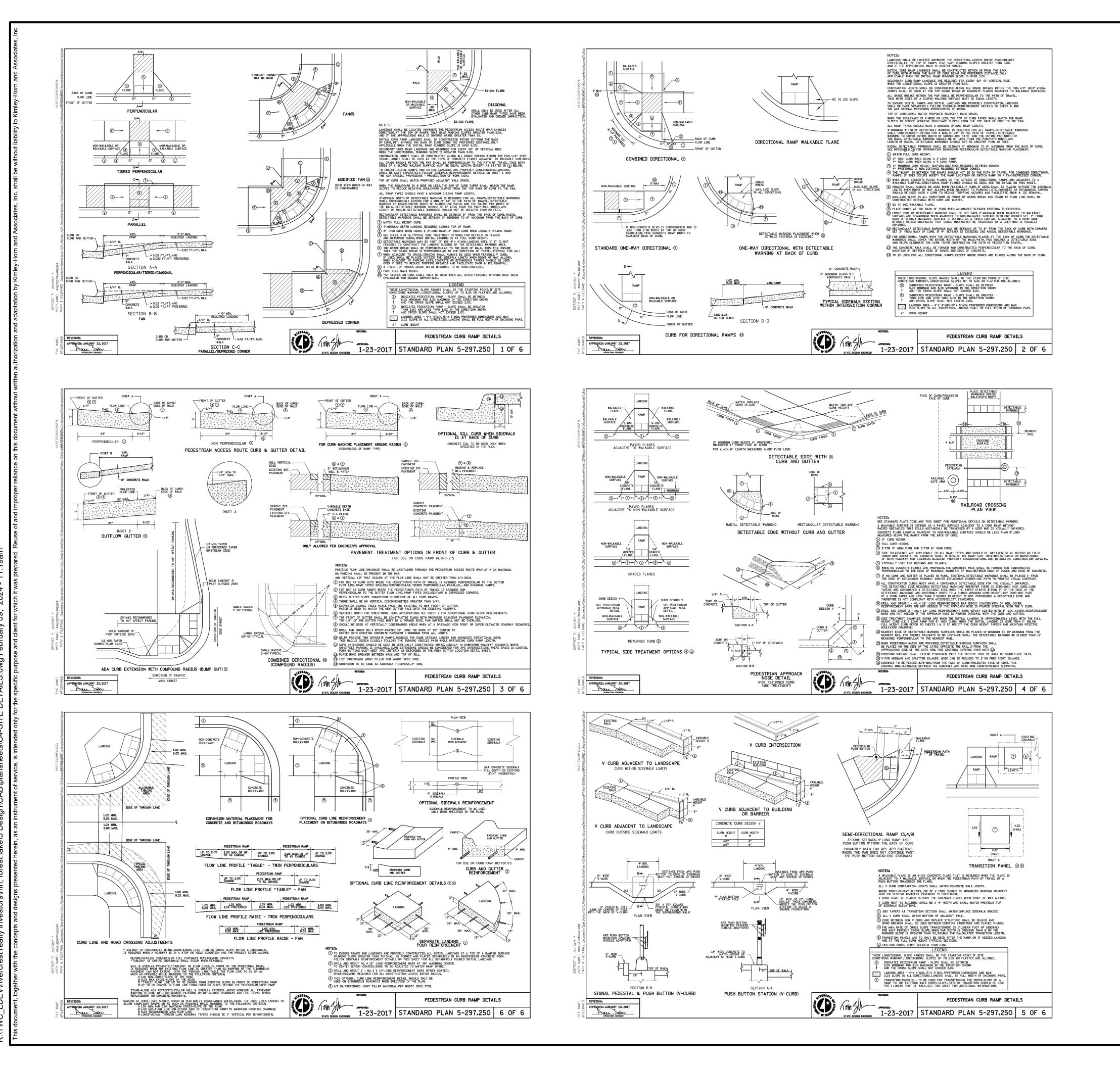
ON-SITE PAVEMENT SECTION DETAILS - REFERENCE GEOTECHNICAL REPORT FOR SPECIFICS

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DETAIL SITE

RIVERCREST REA INVESTORS **WESTLAKE**

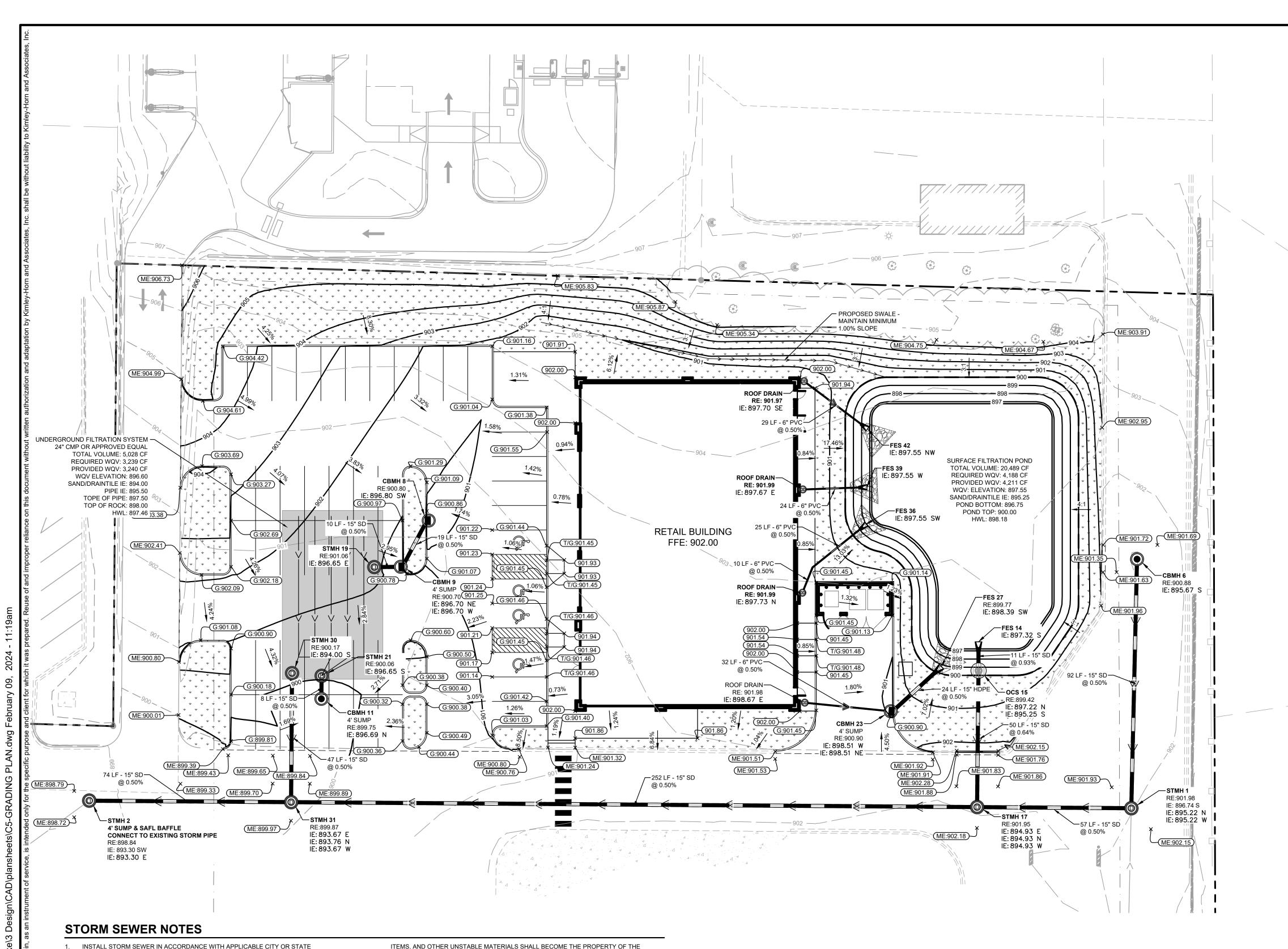
SHEET NUMBER C402



SITE DETAILS SCAL

WESTLAKE
PREPARED FOR
RIVERCREST
REALTY INVESTORS

SHEET NUMBER
C403



LEGEND

	PROPERTY LINE
928	EXISTING CONTOUR
925——	PROPOSED CONTOUR
	PROPOSED RIDGE LINE
	PROPOSED SWALE
©	PROPOSED STORM MANHOLE (SOLID CASTING)
	PROPOSED STORM MANHOLE (ROUND INLET CASTING)
	PROPOSED STORM MANHOLE/ CATCH BASIN (CURB INLET CASTING)
©	PROPOSED STORM SEWER CLENOUT
	PROPOSED FLARED END SECTION
₩	PROPOSED RIPRAP
	PROPOSED STORM SEWER
(100.00)	PROPOSED SPOT ELEVATION
(HP:0.0)	PROPOSED HIGH POINT ELEVATION
(LP:0.0) ×	PROPOSED LOW POINT ELEVATION
(G:0.00) ×	PROPOSED GUTTER ELEVATION
(T:0.00)	PROPOSED TOP OF CURB ELEVATION
(T/G:0.0) ×	PROPOSED FLUSH PAVEMENT ELEVATION
ME:0.0	MATCH EXISTING ELEVATION

GRADING PLAN NOTES

0.0%

PERFORM GRADING WORK IN ACCORDANCE WITH APPLICABLE CITY SPECIFICATIONS AND BUILDING PERMIT REQUIREMENTS.

PROPOSED DRAINAGE DIRECTION

- 2. CONTACT STATE 811 CALL-BEFORE-YOU-DIG LOCATING SERVICE AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION FOR UNDERGROUND UTILITY LOCATIONS.
- 3. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL CONTROL.
- FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO THE START OF LAND DISTURBING ACTIVITIES. NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES OR VARIATIONS IMPACTING THE PROPOSED DESIGN OF THE PROJECT.
- 5. IN PAVED AREAS, ROUGH GRADE TO SUBGRADE ELEVATION AND LEAVE THE SITE READY FOR SUB-BASE.
- SUBGRADE EXCAVATION SHALL BE BACKFILLED IMMEDIATELY AFTER EXCAVATION TO HELP OFFSET ANY STABILITY PROBLEMS DUE TO WATER SEEPAGE OR STEEP SLOPES. WHEN PLACING NEW SURFACE MATERIAL ADJACENT TO EXISTING PAVEMENT, THE EXCAVATION SHALL BE BACKFILLED PROMPTLY TO AVOID UNDERMINING OF EXISTING
- ELEVATIONS SHOWN REPRESENT FINISHED SURFACE GRADES. SPOT ELEVATIONS ALONG CURB & GUTTER REPRESENT THE FLOW LINE UNLESS OTHERWISE NOTED
- EXCESS MATERIAL, BITUMINOUS SURFACING, CONCRETE ITEMS, ABANDONED UTILITY ITEMS, AND OTHER UNSTABLE MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF THE CONSTRUCTION SITE.
- 9. CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION OF PAVEMENTS AND CURB AND GUTTER WITH SMOOTH UNIFORM SLOPES THAT PROVIDE POSITIVE DRAINAGE TO COLLECTION POINTS. MAINTAIN A MINIMUM SLOPE OF 1.25% IN ASPHALT PAVEMENT AREAS AND A MINIMUM SLOPE OF 0.50% IN CONCRETE PAVEMENT AREAS.
- 10. MAINTAIN A MINIMUM SLOPE OF 0.50% ALONG CURB & GUTTER. REVIEW PAVEMENT GRADIENT AND CONSTRUCT "INFALL" CURB WHERE PAVEMENT DRAINS TOWARD THE GUTTER, AND "OUTFALL" CURB WHERE PAVEMENT DRAINS AWAY FROM THE GUTTER.
- 11. INSTALL A MINIMUM OF 4-INCHES OF AGGREGATE BASE MATERIAL UNDER PROPOSED CONCRETE CURB & GUTTER, SIDEWALKS, AND TRAILS UNLESS OTHERWISE DETAILED.
- GRADING FOR SIDEWALKS AND ACCESSIBLE ROUTES. INCI LIDING CRO. DRIVEWAYS, SHALL CONFORM TO CURRENT STATE & NATIONAL ADA STANDARDS:

ACCESSIBLE RAMP SLOPES SHALL NOT EXCEED 8.3% (1:12). SIDEWALK CROSS-SLOPES SHALL NOT EXCEED 2.0%. LONGITUDINAL SIDEWALK SLOPES SHALL NOT EXCEED 5.0%. ACCESSIBLE PARKING STALLS AND ACCESS AISLES SHALL NOT EXCEED 2.0% IN ANY DIRECTION. A MAXIMUM SLOPE OF 1.50% IS PREFERRED.

SIDEWALK ACCESS TO EXTERNAL BUILDING DOORS AND GATES SHALL BE ADA COMPLIANT. NOTIFY ENGINEER IMMEDIATELY IF ADA CRITERIA CANNOT BE MET IN ANY LOCATION PRIOR TO PAVEMENT INSTALLATION. CHANGE ORDERS WILL NOT BE ACCEPTED FOR ADA COMPLIANCE ISSUES.

- 13. UPON COMPLETION OF LAND DISTURBING ACTIVITIES, RESTORE ADJACENT OFFSITE AREAS DISTURBED BY CONSTRUCTION TO MATCH OR EXCEED THE ORIGINAL CONDITION. LANDSCAPE AREAS SHALL BE RE-VEGETATED WITH A MINIMUM OF 4-INCHES
- 14. EXCAVATE DRAINAGE TRENCHES TO FOLLOW PROPOSED STORM SEWER ALIGNMENTS. REFER TO THE UTILITY PLANS FOR LAYOUT AND ELEVATIONS FOR PROPOSED SANITARY SEWER, WATER MAIN, AND OTHER BUILDING UTILITY SERVICE CONNECTIONS.

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SHEET NUMBER C500

Call before you dig.

NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES OR VARIATIONS IMPACTING THE PROPOSED DESIGN OF THE PROJECT. EXCAVATE DRAINAGE TRENCHES TO FOLLOW PROPOSED STORM SEWER ALIGNMENTS. REFER TO THE UTILITY PLANS FOR LAYOUT AND ELEVATIONS FOR PROPOSED SANITARY SEWER, WATER MAIN, AND OTHER BUILDING UTILITY SERVICE CONNECTIONS. REFER TO THE GRADING PLAN FOR DETAILED SURFACE ELEVATIONS. 7. EXCESS MATERIAL, BITUMINOUS SURFACING, CONCRETE ITEMS, ABANDONED UTILITY

SPECIFICATIONS, STATE PLUMBING CODE, AND BUILDING PERMIT REQUIREMENTS. CONTRACTOR AND SHALL BE DISPOSED OF OFF THE CONSTRUCTION SITE CONTACT STATE 811 CALL-BEFORE-YOU-DIG LOCATING SERVICE AT LEAST TWO 8. COORDINATE WITH THE PLUMBING PLANS FOR THE LOCATION, SIZE AND ELEVATION OF WORKING DAYS PRIOR TO EXCAVATION FOR UNDERGROUND UTILITY LOCATIONS. THE PROPOSED UNDERGROUND ROOF DRAIN CONNECTIONS. STORM SEWER PIPE SHALL BE AS FOLLOWS:

RCP: ASTM C-76

PVC: ASTM D-2729

PE: ASTM F-6667 PVC: ASTM D-2729

DRAIN TILE SHALL BE AS FOLLOWS:

FITTINGS SHALL BE AS FOLLOWS:

RCP: ASTM C-76, JOINTS PER ASTM C-361, C-990, AND C-443

4. CONTRACTOR IS RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL CONTROL. FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO THE START OF LAND DISTURBING ACTIVITIES.

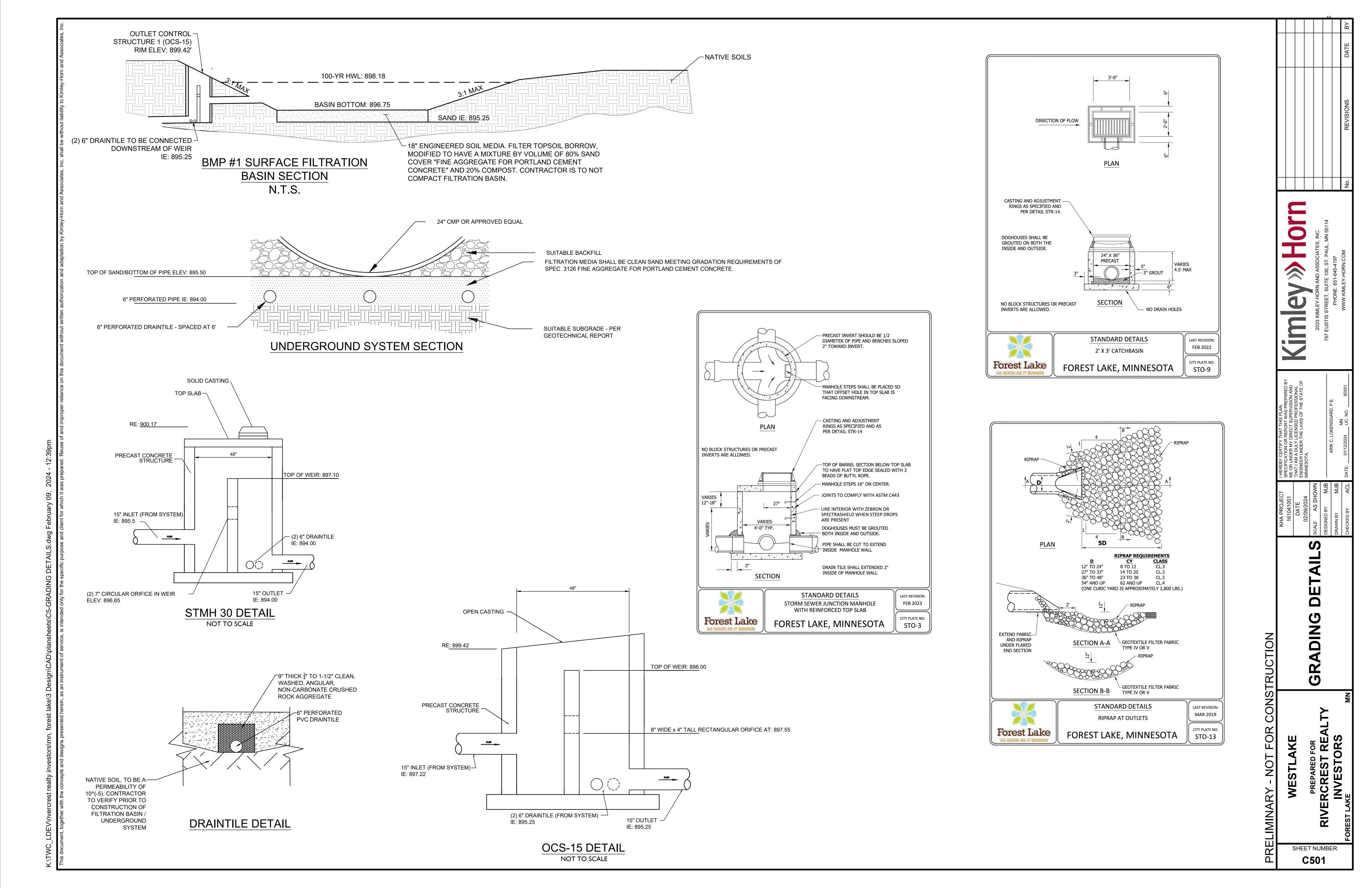
PVC: ASTM D-2729, JOINTS PER ASTM D-3212 PVC SCH40: ASTM D-2665, F-794, F-1866

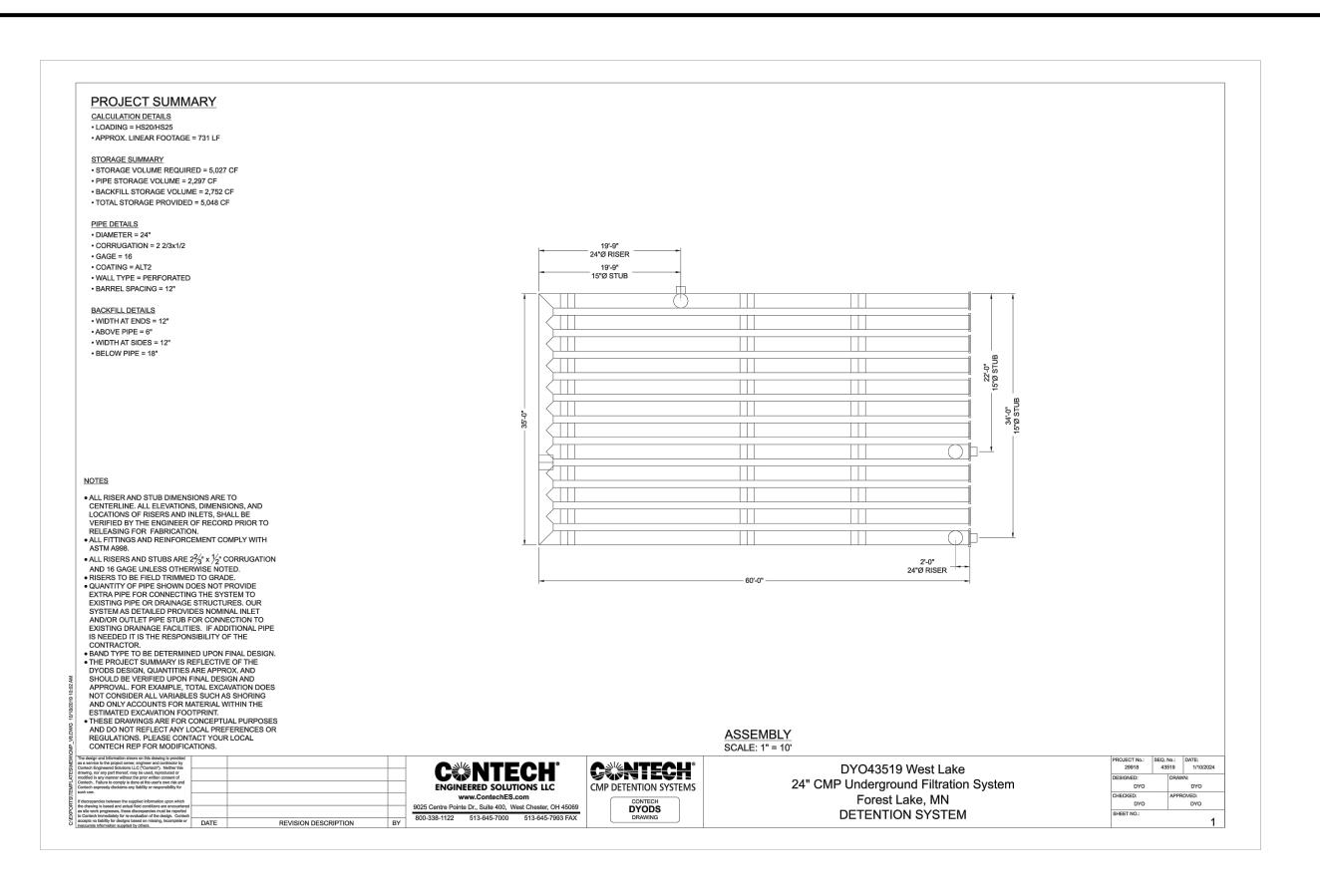
WHERE STORM SEWER ROOF DRAINS HAVE LESS THAN 4-FEET OF COVER IN PAVED AREAS OR 3-FEET OF COVER IN LANDSCAPE AREAS, PROVIDE 3-INCH THICK INSULATION A MINIMUM OF 5-FEET IN WIDTH, CENTERED ON THE PIPE. PVC SCH40: ASTM D-1785, D-2665, F-794

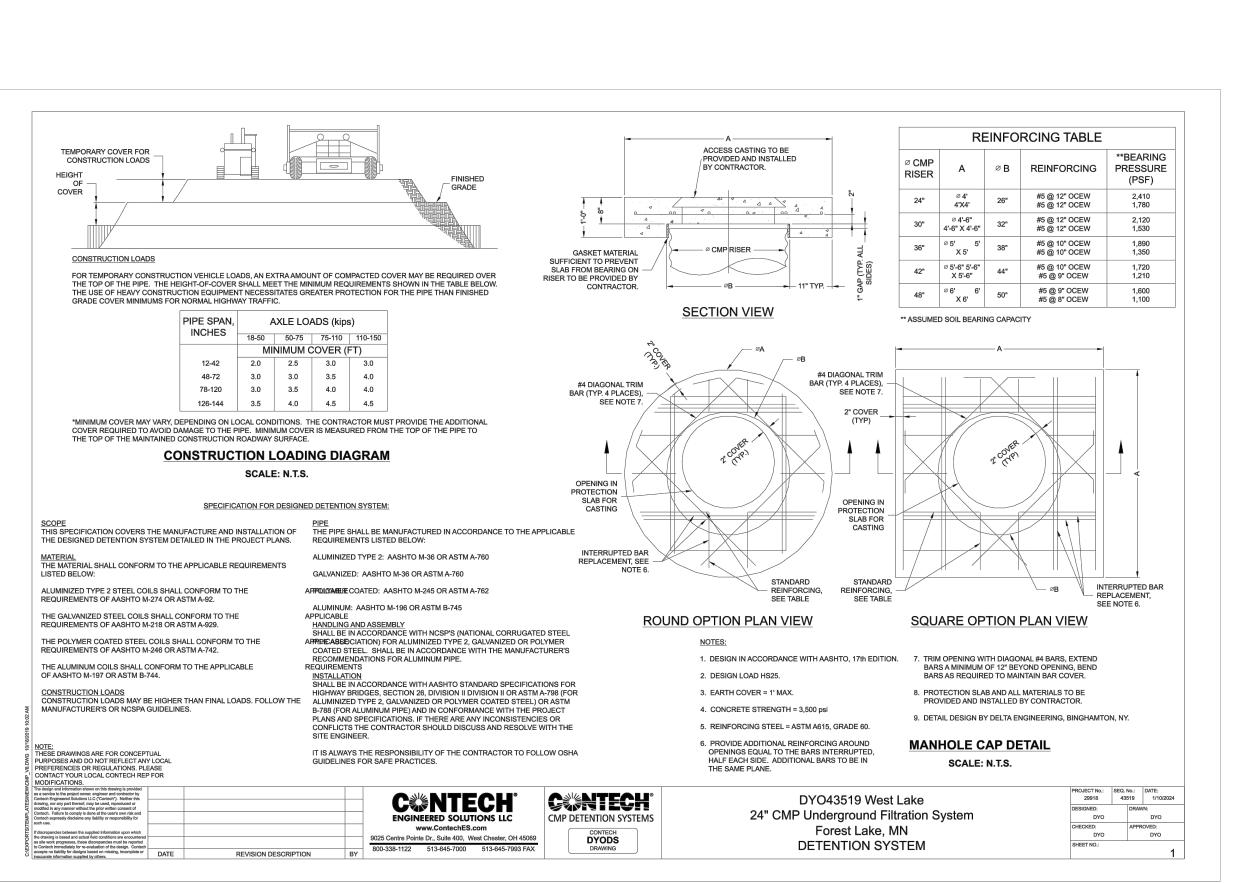
10. ALL STORM SEWER PIPE JOINTS SHALL BE WATER-TIGHT CONNECTIONS.

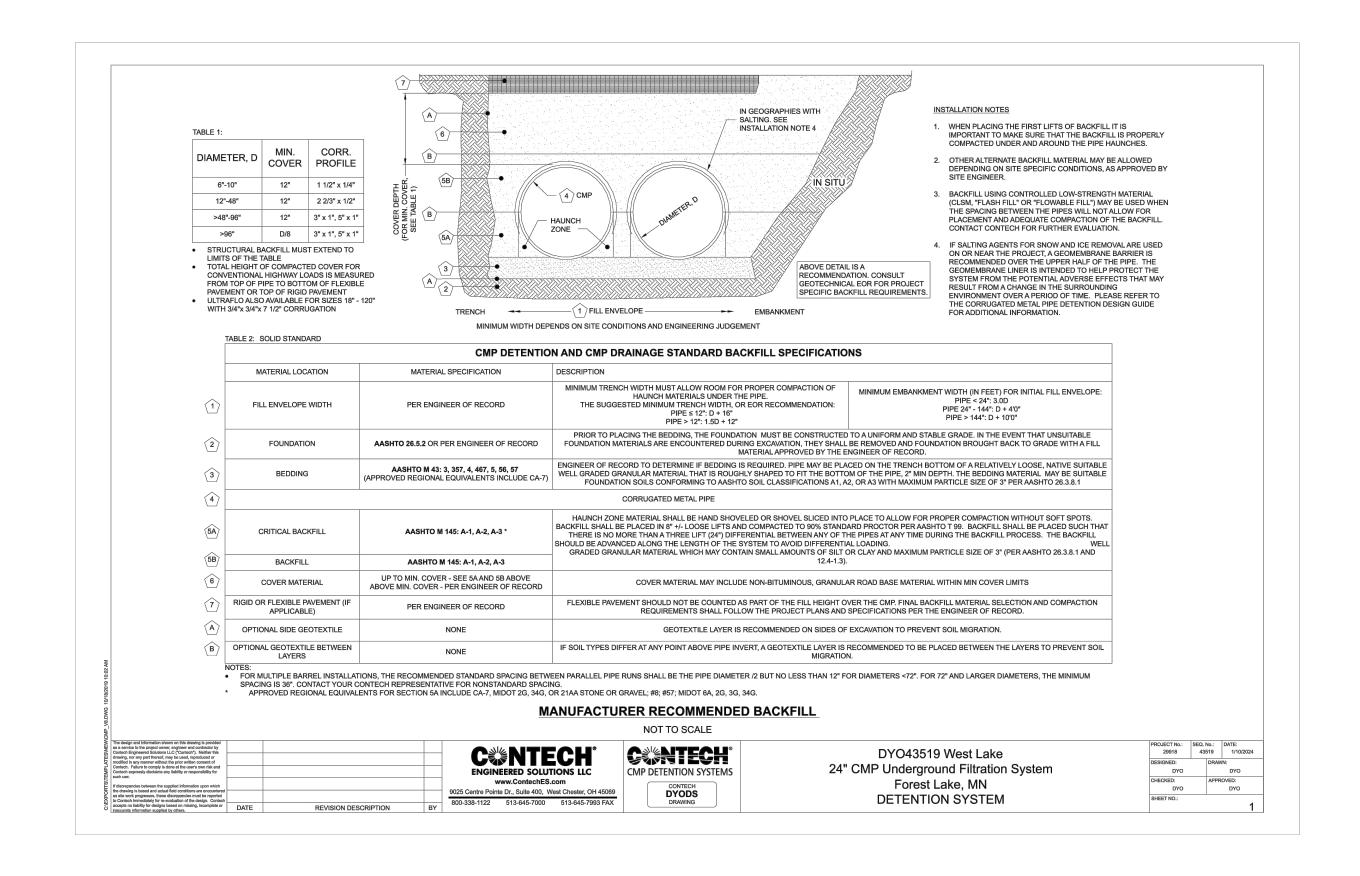
11. ALL STORM SEWER PIPE CONNECTIONS TO MANHOLES SHALL BE GASKETED AND WATER TIGHT. BOOTED COUPLERS AT THE STRUCTURE OR A WATER STOP WITH NON-SHRINK GROUT MAY BE USED IN ACCORDANCE WITH LOCAL CODES.

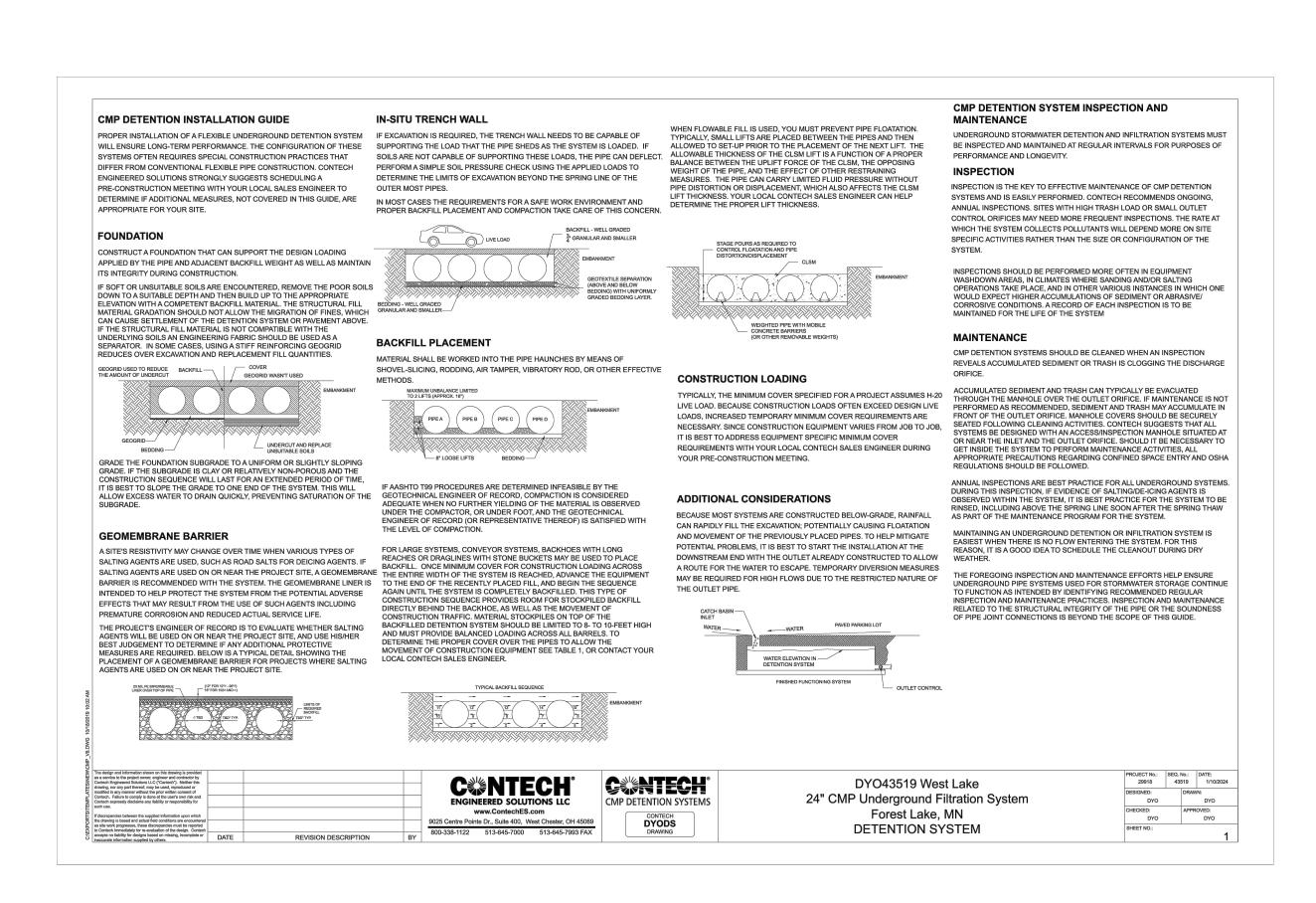
12. CONTRACTOR SHALL AIR TEST ALL STORM SEWER PIPE IN ACCORDANCE WITH LOCAL CODE REQUIREMENTS.









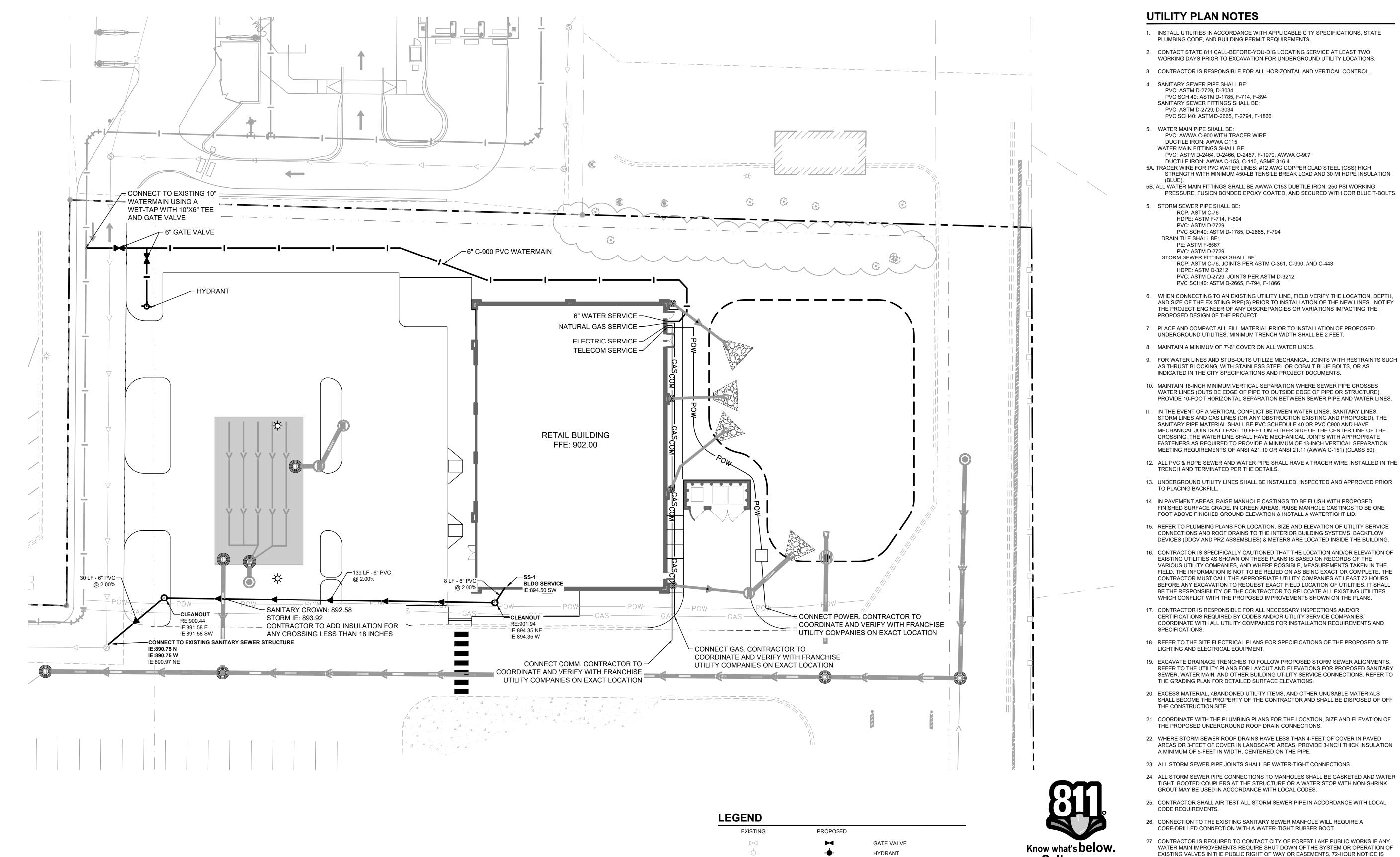


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SHEET NUMBER C502

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REDUCER

WATERMAIN

SANITARY SEWER MANHOLE

SANITARY CLEANOUT

SANITARY SEWER

UNDERGROUND ELECTRIC

TEE

STORM SEWER

TELEPHONE

72-HOUR NOTICE FOR OBSERVATION. 29. INSPECT EACH EXISTING STRUCTURE TO VERIFY COMPLIANCE WITH CITY STANDARD DETAILS, INCLUDING BUT NOT LIMITED TO INVERTS, DOGHOUSES, ADJUSTMENT RINGS

REQUIRED TO COORDINATE SHUTDOWNS WITH AFFECTED PROPERTY OWNERS.

28. ALL CONNECTIONS TO CITY UTILITIES MUST BE OBSERVED BY CITY STAFF, PROVIDE

PVC: ASTM D-2729, D-3034

PVC: ASTM D-2729, D-3034

DUCTILE IRON: AWWA C115

RCP: ASTM C-76

PVC: ASTM D-2729 STORM SEWER FITTINGS SHALL BE:

HDPE: ASTM D-3212

DRAIN TILE SHALL BE: PF: ASTM F-6667

HDPE: ASTM F-714, F-894 PVC: ASTM D-2729

PVC SCH40: ASTM D-1785, D-2665, F-794

PVC: ASTM D-2729, JOINTS PER ASTM D-3212 PVC SCH40: ASTM D-2665, F-794, F-1866

RCP: ASTM C-76, JOINTS PER ASTM C-361, C-990, AND C-443

PVC SCH 40: ASTM D-1785, F-714, F-894

PVC SCH40: ASTM D-2665, F-2794, F-1866

PVC: AWWA C-900 WITH TRACER WIRE

PVC: ASTM D-2464, D-2466, D-2467, F-1970, AWWA C-907 DUCTILE IRON: AWWA C-153, C-110, ASME 316.4

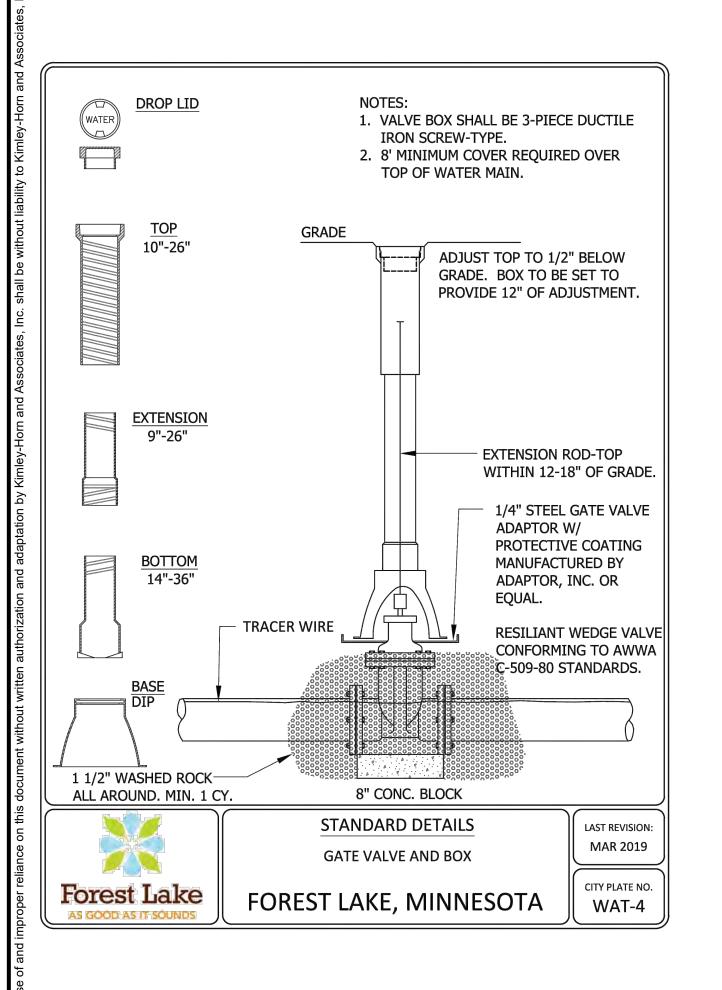
STRENGTH WITH MINIMUM 450-LB TENSILE BREAK LOAD AND 30 MI HDPE INSULATION

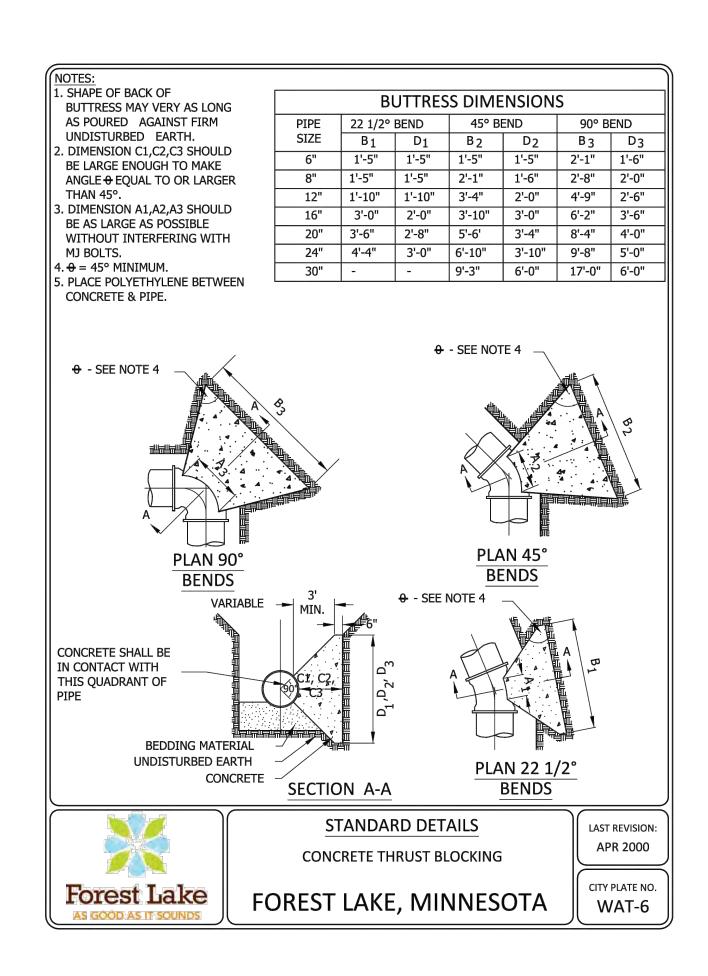
PRESSURE, FUSION BONDED EPOXY COATED, AND SECURED WITH COR BLUE T-BOLTS.

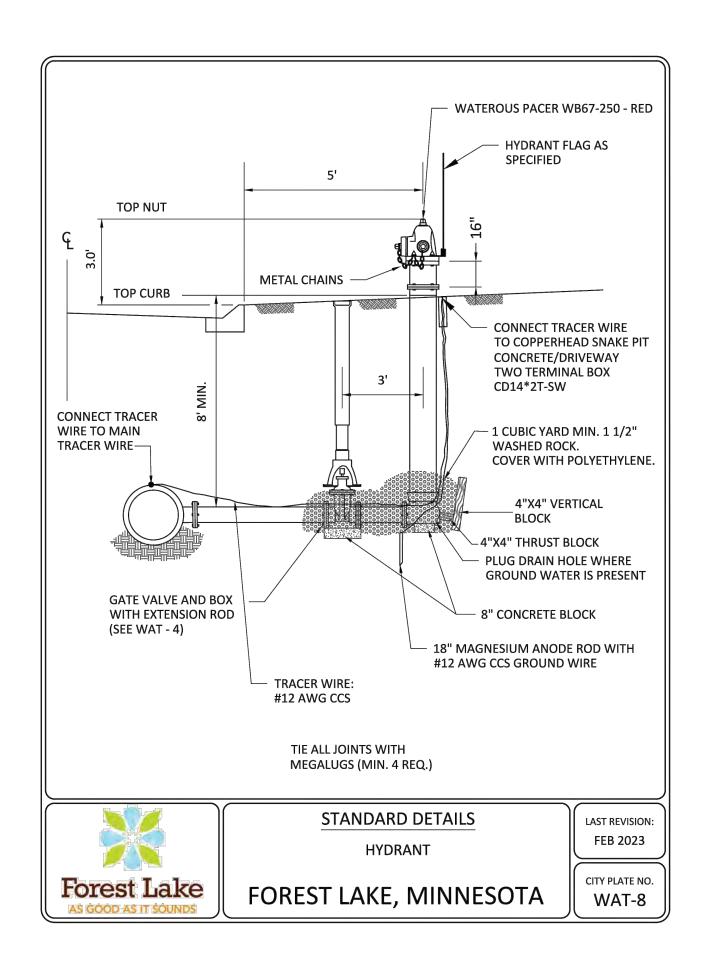
Know what's **below. Call** before you dig.

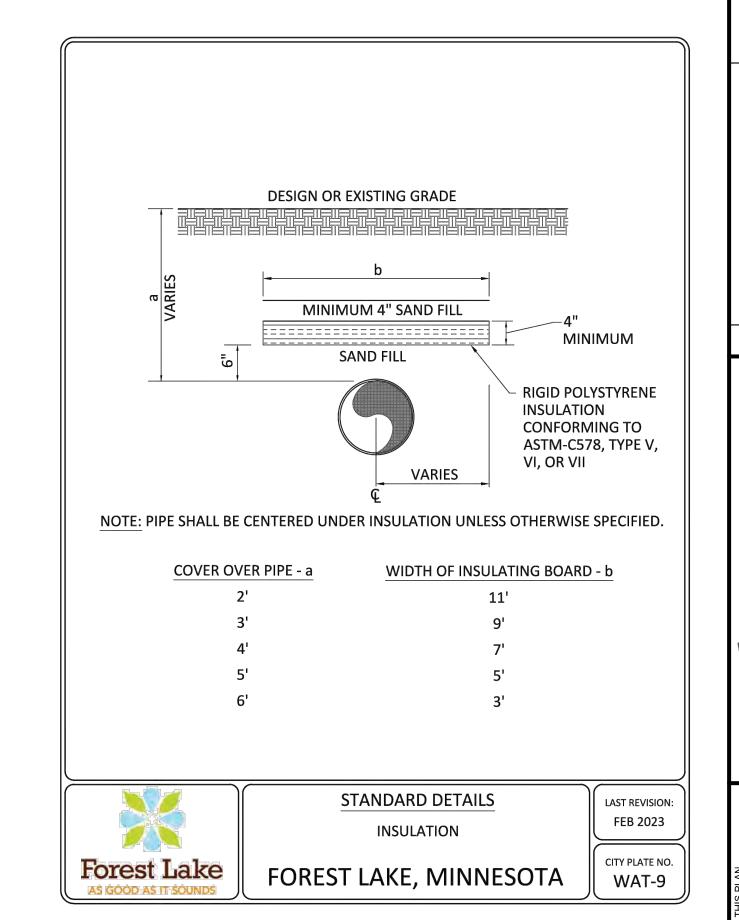
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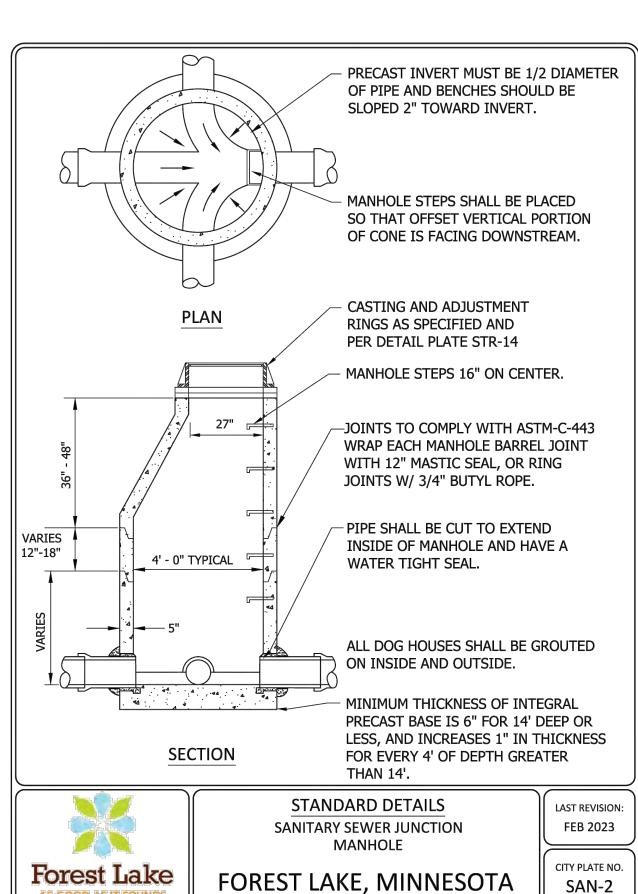
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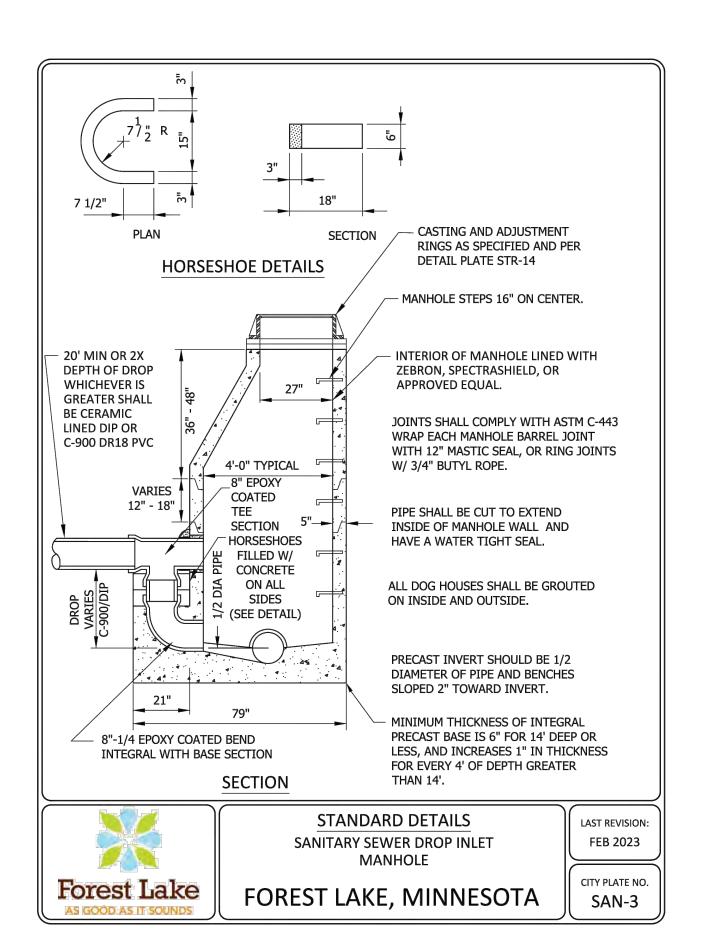


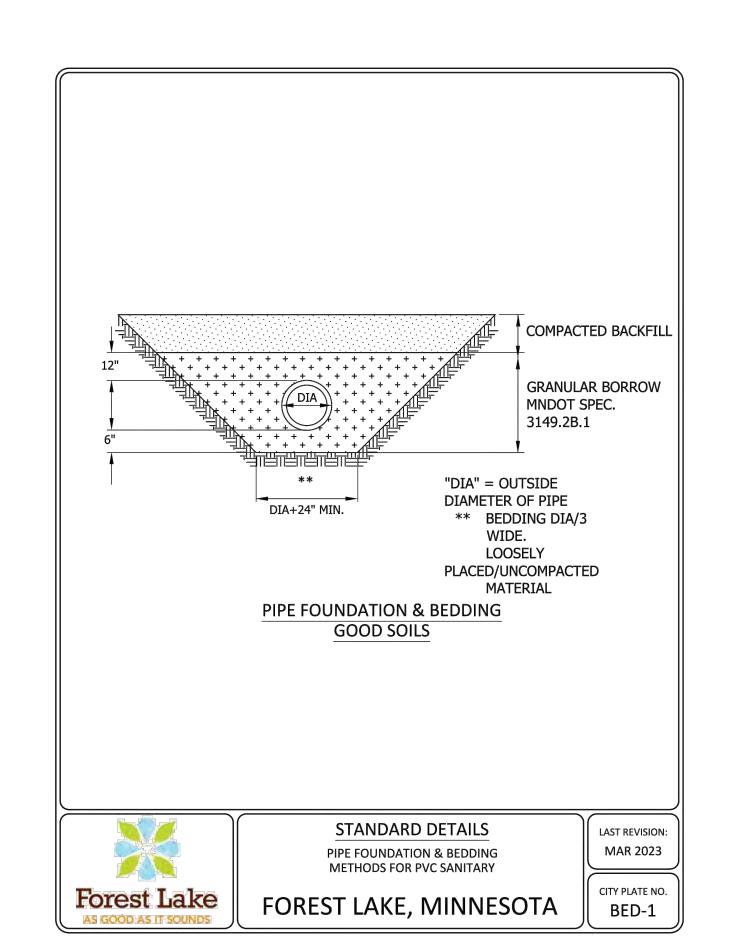


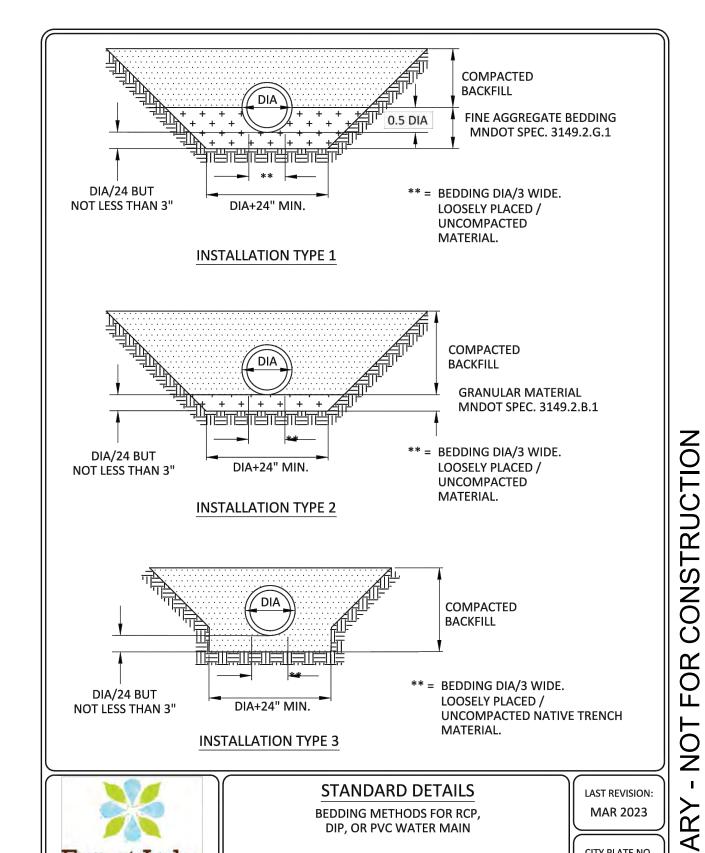


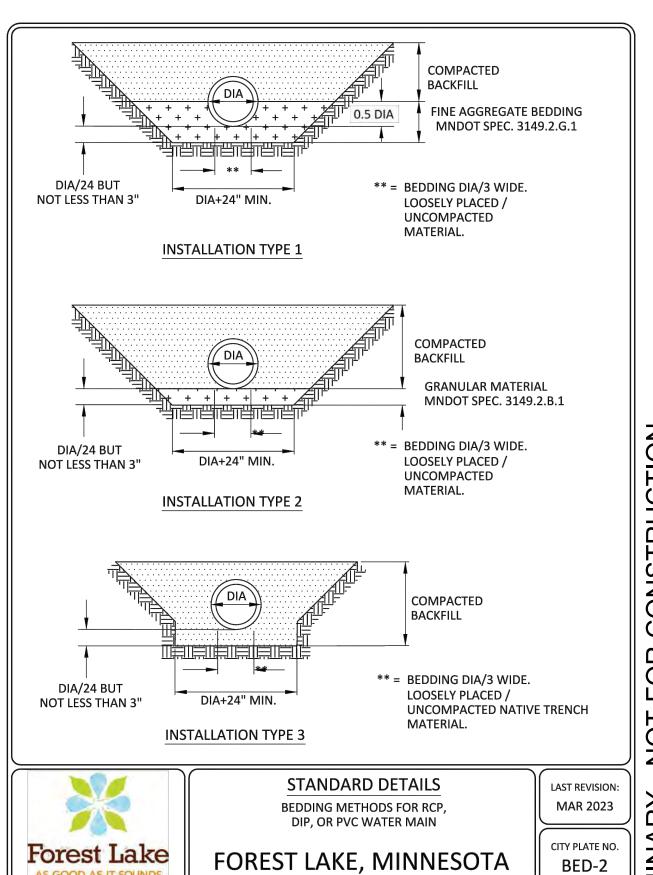








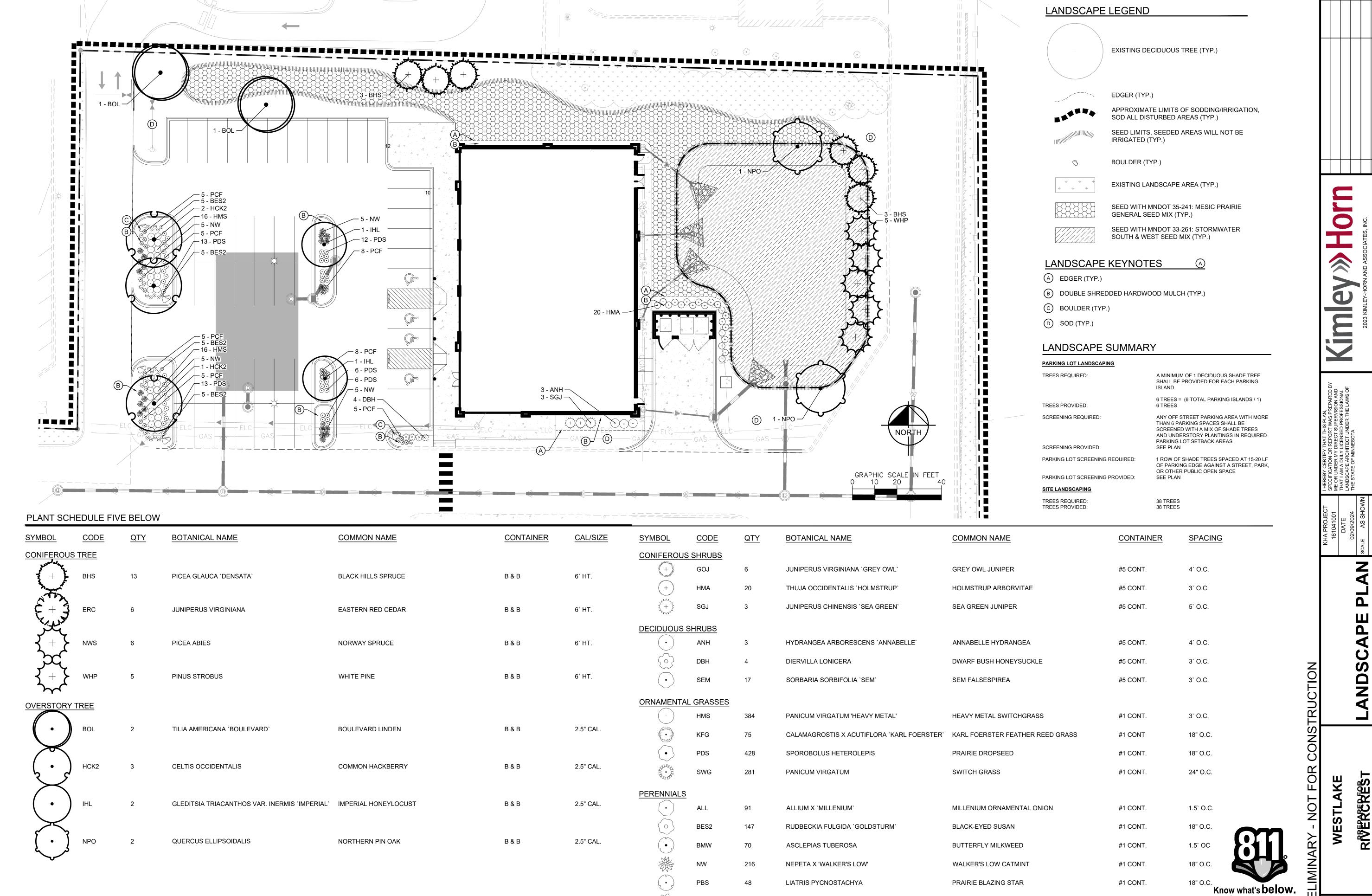




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PCF

ECHINACEA PURPUREA

PURPLE CONEFLOWER

RIVERCEREST PEALTY

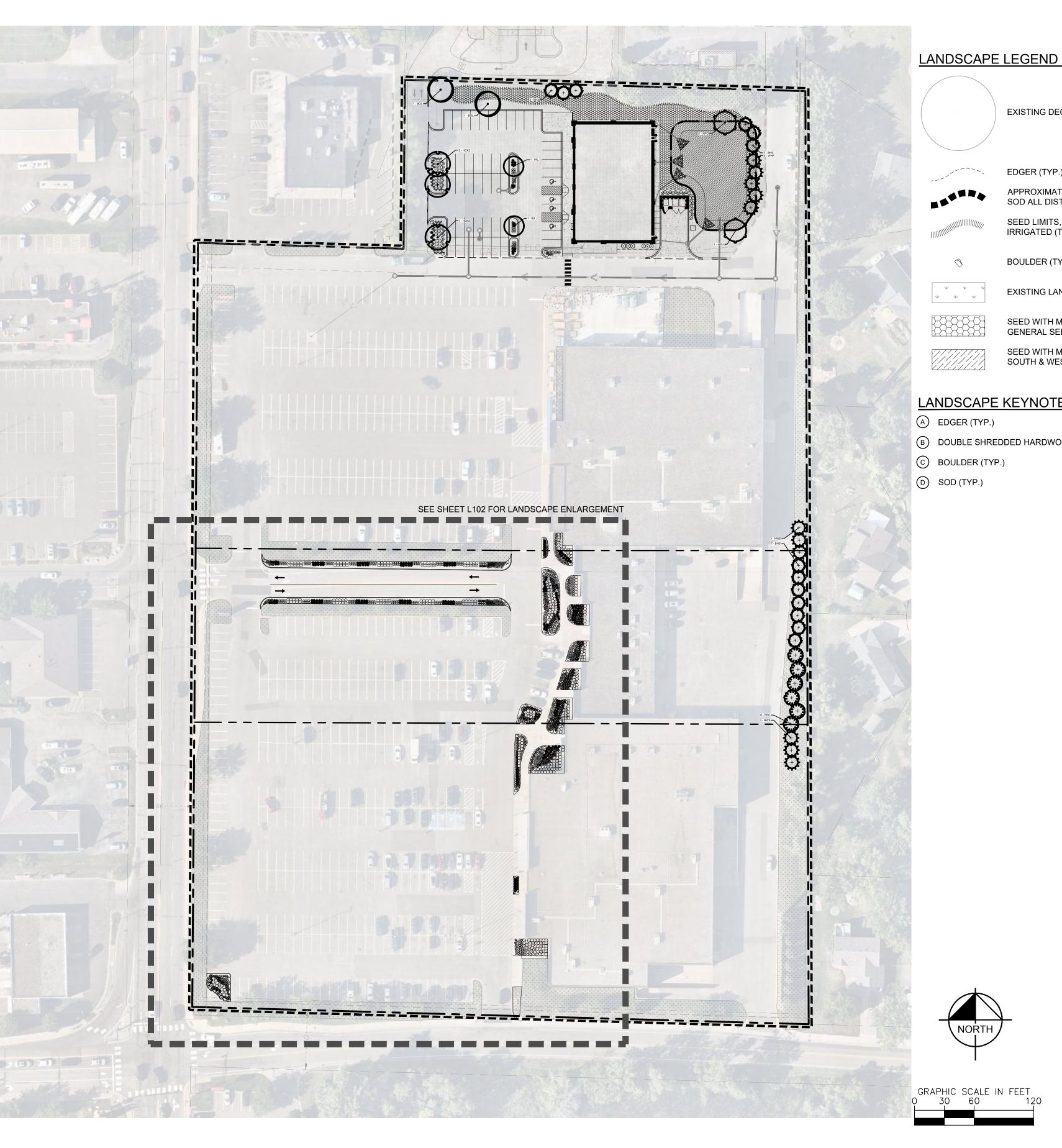
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Call before you dig.

24" O.C.

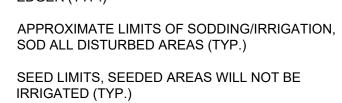
#1 CONT.

L100



EXISTING DECIDUOUS TREE (TYP.)

EDGER (TYP.)



BOULDER (TYP.)

EXISTING LANDSCAPE AREA (TYP.)

SEED WITH MNDOT 35-241: MESIC PRAIRIE GENERAL SEED MIX (TYP.)

SEED WITH MNDOT 33-261: STORMWATER SOUTH & WEST SEED MIX (TYP.)

LANDSCAPE KEYNOTES

B DOUBLE SHREDDED HARDWOOD MULCH (TYP.)

PLANT KEY	(
SYMBOL	CODE	<u>QTY</u>	COMMON NAME
CONIFEROUS	S TREE		
+	BHS	13	BLACK HILLS SPRUCE
£ + 3	ERC	6	EASTERN RED CEDAR
+	NWS	6	NORWAY SPRUCE
+}	WHP	5	WHITE PINE
OVERSTORY	TREE		
(\cdot)	BOL	2	BOULEVARD LINDEN
	HCK2	3	COMMON HACKBERRY
(\cdot)	IHL	2	IMPERIAL HONEYLOCUST
\bigcirc	NPO	2	NORTHERN PIN OAK
CONIFEROUS	S SHRUBS		
SULVANALIER SULVANALIER	GOJ	6	GREY OWL JUNIPER
+	НМА	20	HOLMSTRUP ARBORVITAE
} + }	SGJ	3	SEA GREEN JUNIPER
DECIDUOUS	SHRUBS		
•	ANH	3	ANNABELLE HYDRANGEA
(0)	DBH	4	DWARF BUSH HONEYSUCKLE
•	SEM	17	SEM FALSESPIREA
ORNAMENTA	AL GRASSES		
	HMS	384	HEAVY METAL SWITCHGRASS
•	KFG	75	KARL FOERSTER FEATHER REED GRASS
•	PDS	428	PRAIRIE DROPSEED
3700CE	SWG	281	SWITCH GRASS
PERENNIALS	<u>3</u>		
lacksquare	ALL	91	MILLENIUM ORNAMENTAL ONION
0	BES2	147	BLACK-EYED SUSAN
•	BMW	70	BUTTERFLY MILKWEED

WALKER'S LOW CATMINT

PRAIRIE BLAZING STAR

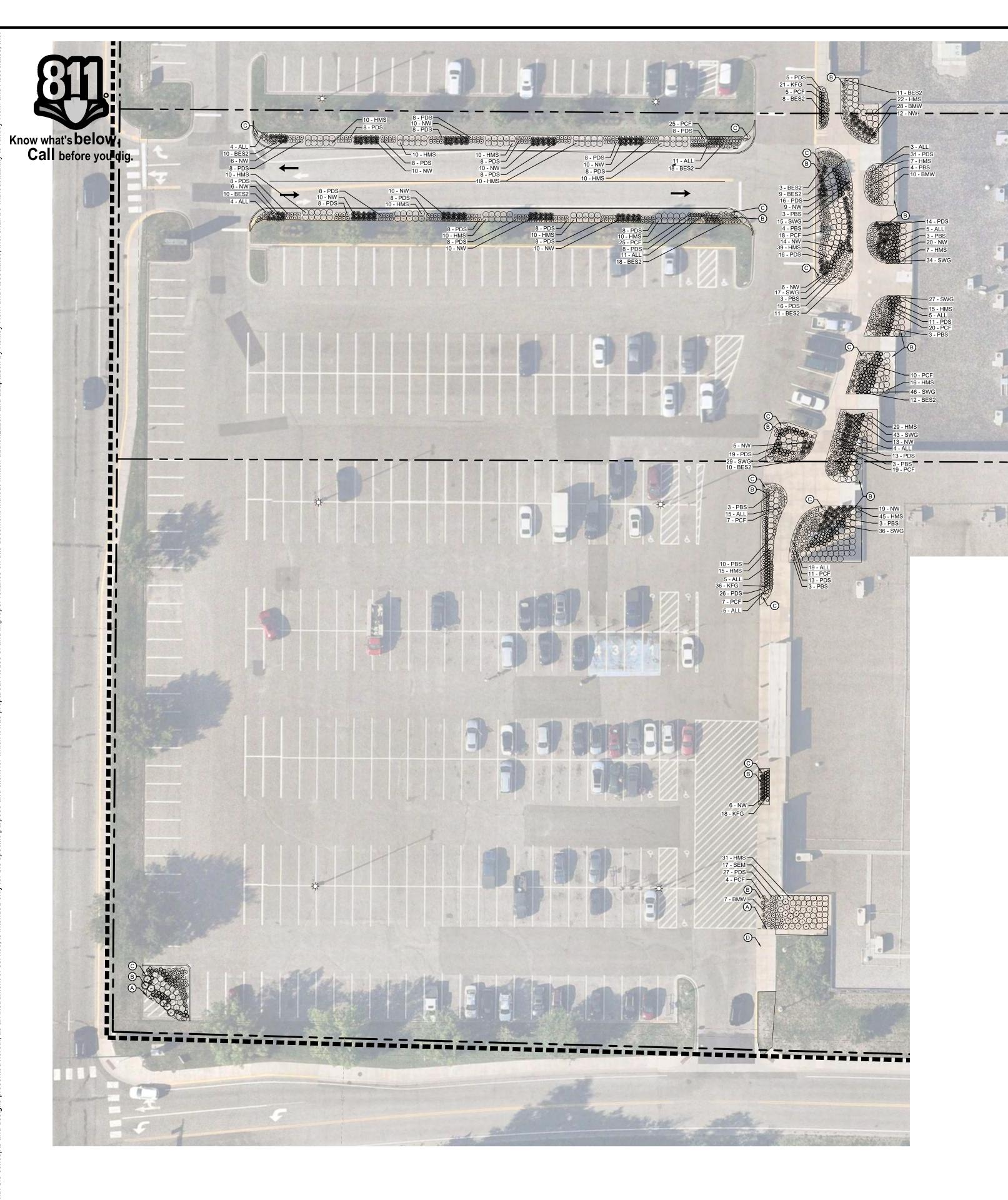
PURPLE CONEFLOWER

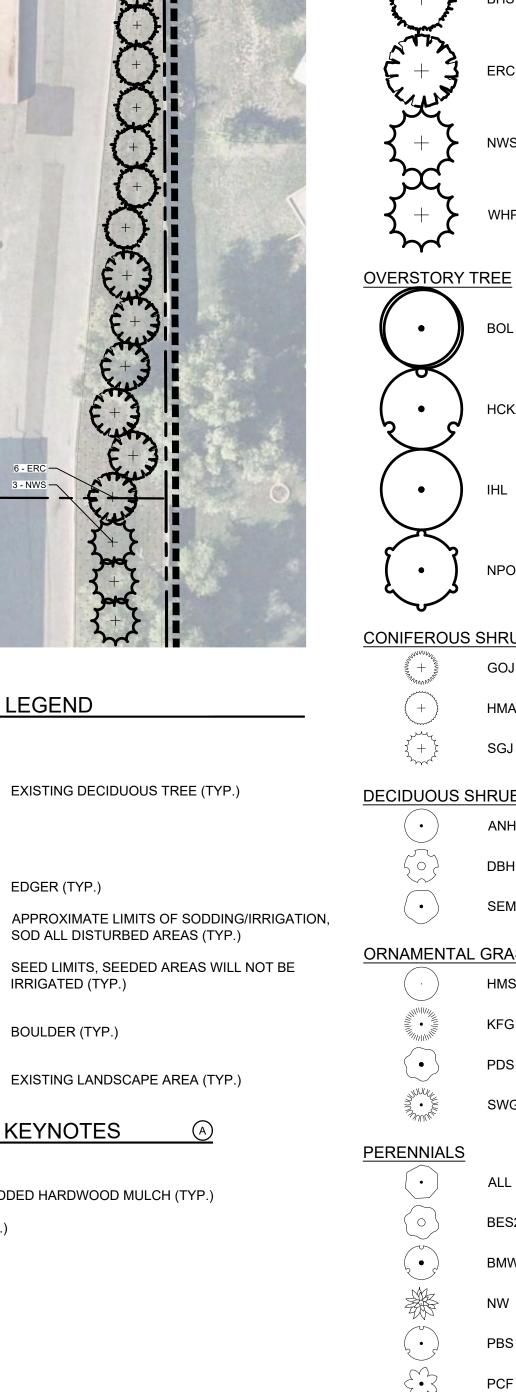
PCF



WESTLAKE

SHEET NUMBER





LANDSCAPE LEGEND

EDGER (TYP.)

BOULDER (TYP.)

LANDSCAPE KEYNOTES

B DOUBLE SHREDDED HARDWOOD MULCH (TYP.)

A EDGER (TYP.)

© BOULDER (TYP.)

D SOD (TYP.)

PLANT KEY

<u>SYMBOL</u> **COMMON NAME CONIFEROUS TREE** BLACK HILLS SPRUCE EASTERN RED CEDAR NORWAY SPRUCE WHITE PINE **OVERSTORY TREE BOULEVARD LINDEN** COMMON HACKBERRY IMPERIAL HONEYLOCUST NORTHERN PIN OAK CONIFEROUS SHRUBS **GREY OWL JUNIPER** HOLMSTRUP ARBORVITAE SEA GREEN JUNIPER **DECIDUOUS SHRUBS** ANNABELLE HYDRANGEA DWARF BUSH HONEYSUCKLE SEM FALSESPIREA ORNAMENTAL GRASSES HEAVY METAL SWITCHGRASS KARL FOERSTER FEATHER REED GRASS PRAIRIE DROPSEED SWITCH GRASS MILLENIUM ORNAMENTAL ONION BLACK-EYED SUSAN

BUTTERFLY MILKWEED

WALKER'S LOW CATMINT

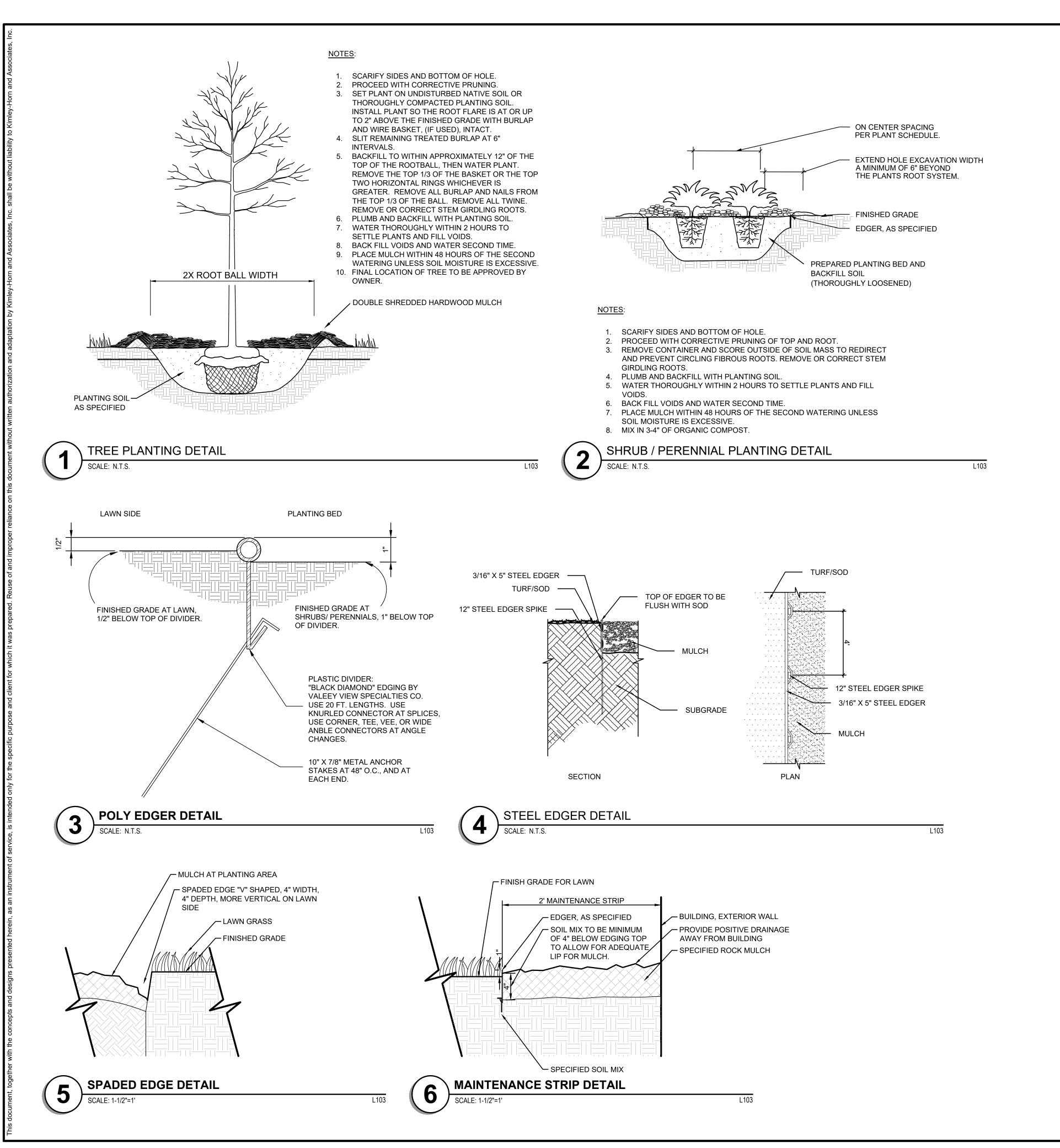
PRAIRIE BLAZING STAR

PURPLE CONEFLOWER

ENLARGMENT

WESTLAKE

SHEET NUMBER L102



LANDSCAPE NOTES

<u>PLANTING</u>

- CONTACT COMMON GROUND ALLIANCE AT 811 OR CALL811.COM TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF ANY PLANTS OR LANDSCAPE MATERIAL.
- 2. ACTUAL LOCATION OF PLANT MATERIAL IS SUBJECT TO FIELD AND SITE CONDITIONS.
- 3. NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- 4. ALL SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO SUBMISSION OF ANY BID AND/OR QUOTE BY THE LANDSCAPE CONTRACTOR.
- 5. PROVIDE TWO YEAR GUARANTEE OF ALL PLANT MATERIALS. THE GUARANTEE BEGINS ON THE DATE OF THE LANDSCAPE ARCHITECT'S OR OWNER'S WRITTEN ACCEPTANCE OF THE INITIAL PLANTING. REPLACEMENT PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE COMMENCING UPON PLANTING.
- 6. ALL PLANTS TO BE SPECIMEN GRADE, MINNESOTA-GROWN AND/OR HARDY. SPECIMEN GRADE SHALL ADHERE TO, BUT IS NOT LIMITED BY, THE FOLLOWING STANDARDS: ALL PLANTS SHALL BE FREE FROM DISEASE, PESTS, WOUNDS, SCARS, ETC. ALL PLANTS SHALL BE FREE FROM NOTICEABLE GAPS, HOLES, OR DEFORMITIES. ALL PLANTS SHALL BE FREE FROM BROKEN OR DEAD BRANCHES. ALL PLANTS SHALL HAVE HEAVY, HEALTHY BRANCHING AND LEAFING. CONIFEROUS TREES SHALL HAVE AN ESTABLISHED MAIN LEADER AND A HEIGHT TO WIDTH RATIO OF NO
- 7. PLANTS TO MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2014 OR MOST CURRENT VERSION) REQUIREMENTS FOR SIZE AND TYPE SPECIFIED.
- 8. PLANTS TO BE INSTALLED AS PER MNLA & ANSI STANDARD PLANTING PRACTICES.
- 9. INSTALL PLANTS BY PLANT INSTALLATION PERIOD INFORMATION IN THE LATEST STANDARD PLANTING DETAILS FROM MNDOT. PLANTINGS BEFORE OR AFTER THESE DATES ARE DONE AT RISK.
- 10. PLANTS SHALL BE IMMEDIATELY PLANTED UPON ARRIVAL AT SITE. PROPERLY HEEL-IN MATERIALS IF NECESSARY; TEMPORARY ONLY.
- 11. PRIOR TO PLANTING, FIELD VERIFY THAT THE ROOT COLLAR/ROOT FLARE IS LOCATED AT THE TOP OF THE BALLED & BURLAP TREE. IF THIS IS NOT THE CASE, SOIL SHALL BE REMOVED DOWN TO THE ROOT COLLAR/ROOT FLARE. WHEN THE BALLED & BURLAP TREE IS PLANTED, THE ROOT COLLAR/ROOT FLARE SHALL BE EVEN OR SLIGHTLY ABOVE FINISHED GRADE.
- 12. OPEN TOP OF BURLAP ON BB MATERIALS; REMOVE POT ON POTTED PLANTS; SPLIT AND BREAK APART PEAT POTS.
- 13. PRUNE PLANTS AS NECESSARY PER STANDARD NURSERY PRACTICE AND TO CORRECT POOR BRANCHING OF EXISTING AND PROPOSED TREES.
- 14. WRAP ALL SMOOTH-BARKED TREES FASTEN TOP AND BOTTOM. REMOVE BY APRIL 1ST.
- 15. STAKING OF TREES AS REQUIRED; REPOSITION, PLUMB AND STAKE IF NOT PLUMB AFTER ONE YEAR.

SOIL

- 16. TOPSOIL SHALL BE LOCAL FERTILE AGRICULTURAL SOIL FREE OF SUBSOILS, ROCKS LARGER THAN ONE INCH, CLAYS, PLANTS, WEEDS, ROOTS AND OTHER IMPURITIES. PH VALUE TO BE BETWEEN 5.4 AND 7.0. REMOVE DEBRIS AND WEEDS FROM SUBSOIL. MINIMUM 4" DEPTH TOPSOIL FOR ALL LAWN GRASS AREAS AND 12" DEPTH TOPSOIL FOR TREES, SHRUBS AND PERENNIALS. LIGHTLY COMPACT TOPSOIL AFTER PLACEMENT AND PROHIBIT CONSTRUCTION TRAFFIC FROM AREAS WITH TOPSOIL.
- 17. THE NEED FOR SOIL AMENDMENTS SHALL BE DETERMINED UPON SITE SOIL CONDITIONS PRIOR TO PLANTING. LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT FOR THE NEED OF ANY SOIL AMENDMENTS.
- 18. BACKFILL SOIL AND TOPSOIL TO ADHERE TO MNDOT STANDARD SPECIFICATION 3877 (LOAM TOPSOIL BORROW) / WISDOT STANDARD SPECIFICATION 625 (TOPSOIL AND SALVAGED TOPSOIL) AND TO BE EXISTING TOP SOIL FROM SITE FREE OF ROOTS, ROCKS LARGER THAN ONE INCH, SUBSOIL DEBRIS, AND LARGE WEEDS UNLESS SPECIFIED OTHERWISE. MINIMUM 4" DEPTH TOPSOIL FOR ALL LAWN GRASS AREAS AND 12" DEPTH TOPSOIL FOR TREE, SHRUBS, AND PERENNIALS.

MULCH

19. MULCH TO BE AT ALL TREE, SHRUB, PERENNIAL, AND MAINTENANCE AREAS. TREE AND SHRUB PLANTING BEDS SHALL HAVE 4" DEPTH OF DOUBLE SHREDDED HARDWOOD MULCH. DOUBLE SHREDDED HARDWOOD MULCH TO BE USED AROUND ALL PLANTS WITHIN TURF AREAS. PERENNIAL AND ORNAMENTAL GRASS BEDS SHALL HAVE 2" DEPTH DOUBLE SHREDDED HARDWOOD MULCH. MULCH TO BE FREE OF DELETERIOUS MATERIAL AND NATURAL IN COLOR (DYE-FREE), OR APPROVED EQUAL. ROCK MULCH TO BE TRAP ROCK, BUFF LIMESTONE, RIVER ROCK, 1 1/2" DIAMETER, AT MINIMUM 3" DEPTH, OR APPROVED EQUAL. APPLY PREMENEGRENT HERBICIDE PRIOR TO MULCH PLACEMENT PER MANUFACTURER RECOMMENDATIONS, USE PREEN OR PRE-APPROVED EQUAL. ROCK MULCH TO BE ON COMMERCIAL GRADE FILTER FABRIC, BY TYPAR, OR APPROVED EQUAL WITH NO EXPOSURE. MULCH AND FABRIC TO BE APPROVED BY OWNER PRIOR TO INSTALLATION. MULCH TO MATCH EXISTING CONDITIONS (WHERE APPLICABLE).

EDGER

- 20. EDGING TO BE COMMERCIAL GRADE VALLEY-VIEW BLACK DIAMOND (OR EQUAL) POLY EDGING OR SPADED EDGE, AS INDICATED. POLY EDGING SHALL BE PLACED WITH SMOOTH CURVES AND STAKED WITH METAL SPIKES NO GREATER THAN 4 FOOT ON CENTER WITH BASE OF TOP BEAD AT GRADE, FOR MOWERS TO CUT ABOVE WITHOUT DAMAGE. UTILIZE CURBS AND SIDEWALKS FOR EDGING WHERE POSSIBLE. WHERE EDGING TERMINATES AT A SIDEWALK, BEVEL OR RECESS ENDS TO PREVENT TRIP HAZARD. SPADED EDGE TO PROVIDE V-SHAPED DEPTH AND WIDTH TO CREATE SEPARATION BETWEEN MULCH AND GRASS. INDIVIDUAL TREE, SHRUB, OR RAIN-GARDEN BEDS TO BE SPADED EDGE, UNLESS NOTED OTHERWISE. EDGING TO MATCH EXISTING CONDITIONS (WHERE APPLICABLE).
- 21. EDGING TO BE COMMERCIAL GRADE COL-MET (OR EQUAL) STEEL EDGING; 3/16" THICK x 5" TALL, COLOR BLACK, OR SPADED EDGE, AS INDICATED. STEEL EDGING SHALL BE PLACED WITH SMOOTH CURVES AND STAKED WITH METAL SPIKES NO GREATER THAN 4 FOOT ON CENTER WITH TOP OF EDGER AT GRADE, FOR MOWERS TO CUT ABOVE WITHOUT DAMAGE. UTILIZE CURBS AND SIDEWALKS FOR EDGING WHERE POSSIBLE. WHERE EDGING TERMINATES AT A SIDEWALK, BEVEL OR RECESS ENDS TO PREVENT TRIP HAZARD. SPADED EDGE TO PROVIDE V-SHAPED DEPTH AND WIDTH TO CREATE SEPARATION BETWEEN MULCH AND GRASS. INDIVIDUAL TREE, SHRUB, OR RAIN-GARDEN BEDS TO BE SPADED EDGE, UNLESS NOTED OTHERWISE. EDGING TO MATCH EXISTING CONDITIONS (WHERE APPLICABLE).

SEED/SOD

22. ALL DISTURBED AREAS TO BE SODDED OR SEEDED, UNLESS OTHERWISE NOTED. SOD TO BE STANDARD MINNESOTA GROWN AND HARDY BLUEGRASS MIX, FREE OF LAWN WEEDS. ALL TOPSOIL AREAS TO BE RAKED TO REMOVE DEBRIS AND ENSURE DRAINAGE. SLOPES OF 3:1 OR GREATER SHALL BE STAKED. SEED AS SPECIFIED, PER MNDOT SPECIFICATIONS AND SUPPLIER/MANUFACTURER RECOMMENDATIONS. IF NOT INDICATED ON LANDSCAPE PLAN, SEE EROSION CONTROL PLAN.

IRRIGATION

23. PROVIDE IRRIGATION / PROVIDE NEW SYSTEM, OR MODIFY EXISTING IRRIGATION PER OWNERS DIRECTION TO ALL PLANTED AREAS ON SITE. IRRIGATION SYSTEM TO BE DESIGN/BUILD BY LANDSCAPE CONTRACTOR. LANDSCAPE CONTRACTOR TO PROVIDE SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION OF IRRIGATION SYSTEM. CONTRACTOR TO PROVIDE OPERATION MANUALS, AS-BUILT PLANS, AND NORMAL PROGRAMMING. SYSTEM SHALL BE WINTERIZED AND HAVE SPRING STARTUP DURING FIRST YEAR OF OPERATION. SYSTEM SHALL HAVE ONE-YEAR WARRANTY ON ALL PARTS AND LABOR. ALL INFORMATION ABOUT INSTALLATION AND SCHEDULING CAN BE OBTAINED FROM THE GENERAL CONTRACTOR. SYSTEM SHALL INCLUDE A RAIN SENSOR AND APPROPRIATE TECHNOLOGY.

ESTABLISHMENT

- 24. PROVIDE NECESSARY WATERING OF PLANT MATERIALS UNTIL THE PLANT IS FULLY ESTABLISHED OR IRRIGATION SYSTEM IS OPERATIONAL. OWNER WILL NOT PROVIDE WATER FOR CONTRACTOR.
- 25. REPAIR, REPLACE, OR PROVIDE SOD/SEED AS REQUIRED FOR ANY ROADWAY BOULEVARD AREAS ADJACENT TO THE SITE DISTURBED DURING CONSTRUCTION.

WARRANT

26. REPAIR ALL DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO OWNER.

PAIN CARDEN NOTE: PROVIDE AND INSTALL EROSION CONTROL BLANKET AT PAIN CARDEN AREA SIDE SLOPES AFTER ALL PLANTING HAVE BEEN INSTALLED. BLANKET TO BE ONE SEASON GEOJUTE, MN/DOT CATEGORY 2 (STRAW 1S, WOOD FIBER 1S), OR APPROVED EQUAL. BLANKET TO BE OVERLAPPED BY 4"

No. REVISIONS DATE

2023 KIMLEY-HORN AND ASSOCIATES, INC.
767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

STECHTICALLION OR REPORT WAS TREFARED BY
ME OR UNDER MY DIRECT SUPERVISION AND
THATI AM A DULY LICENSED PROFESSIONAL
LANDSCAPE ARCHITECT UNDER THE LAWS OF
THE STATE OF MINNESOTA.

FIRST M. LAST

MN

MN

MN

DATE: XXXXXXXXXX LIC.NO. 12345

DATE
02/09/2024
SCALE ######
DESIGNED BY XX
DRAWN BY XX

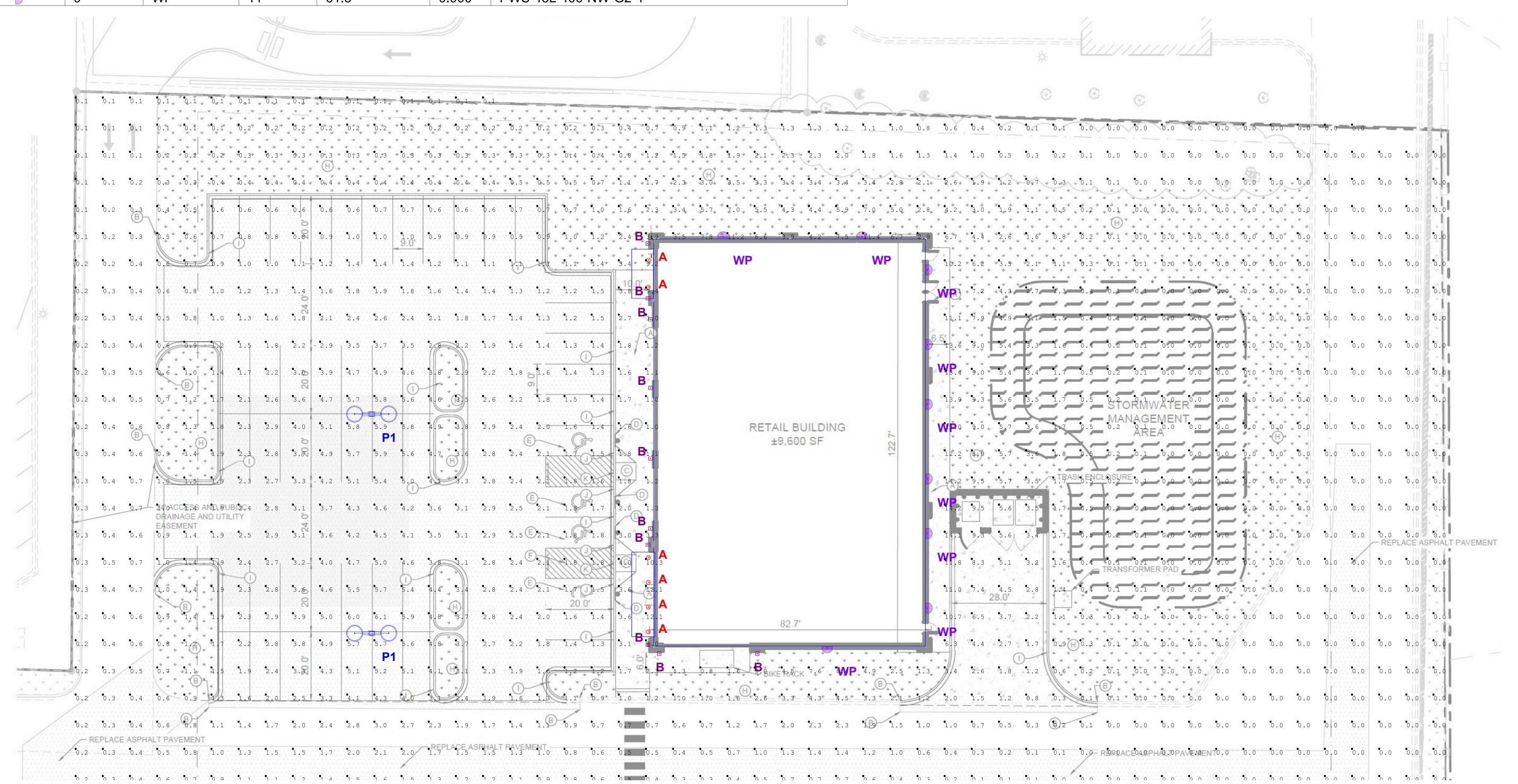
LANDSCAPE OTES & DETAIL

WESTLAKE RIVERCREST REALTY

SHEET NUMBER

Luminaire S	chedule					
Symbol	Qty	Label	Mounting Height	Lum. Watts	LLF	Description
\bigoplus	6	Α	11	11.5275	0.900	HH6-LED-1200L-DIM10-MVOLT-VWD-40K-90- HH6-6501-CL-WH
\rightarrow	10	В	10	15.9211	0.900	7115-26-H16-35K Brownlee
	2	P1	20	104.3	0.900	OPF-S-A05-740-T5W
	9	WP	11	61.3	0.900	PWS-48L-400-NW-G2-4

Calculation Summary						
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
Overall Site	Fc	1.58	14.2	0.0	N.A.	N.A.
Parking Lot	Fc	2.66	6.1	0.6	4.43	10.17



DISCLAIMER: Based on the information provided, all dimensions and luminaire locations shown represent recommended positions. Actual performance of any manufacturer's luminaires may vary due to changes in electrical voltage, tolerance in LEDs and other variable field conditions. Calculations do not include obstructions such as buildings, curbs, landscaping or any other architectural elements unless noted.

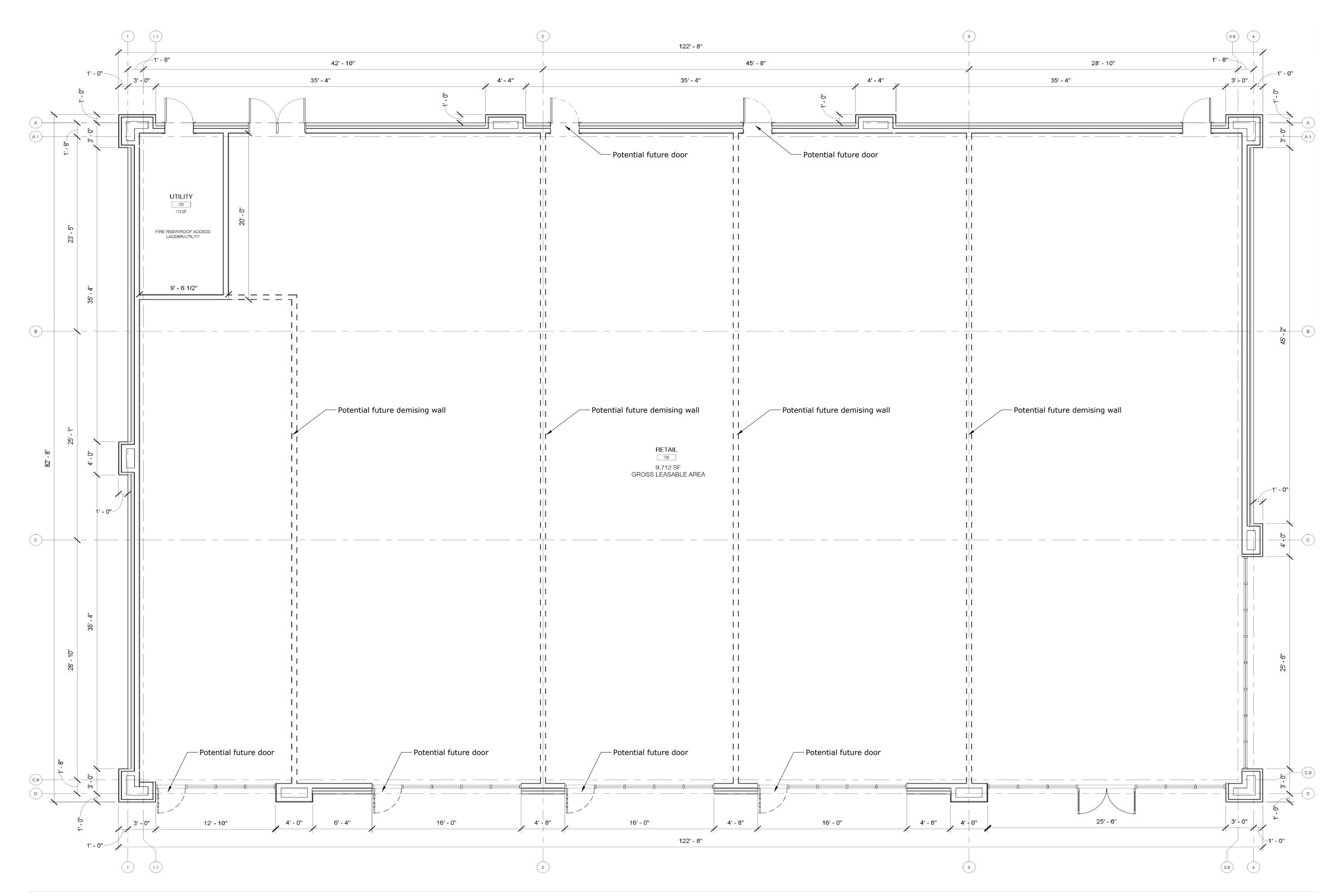
Fixture nomenclature to be finalized by engineer and/or architect. This drawings is for photometric evaluation purposes only and should not be used as a construction document or as a final document for ordering product.

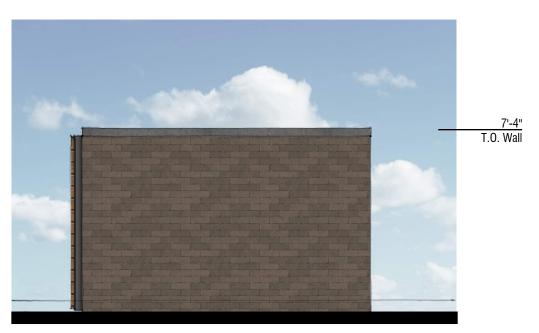
Page 1 of 1

Designed By: Checked By: FDate:12/19/

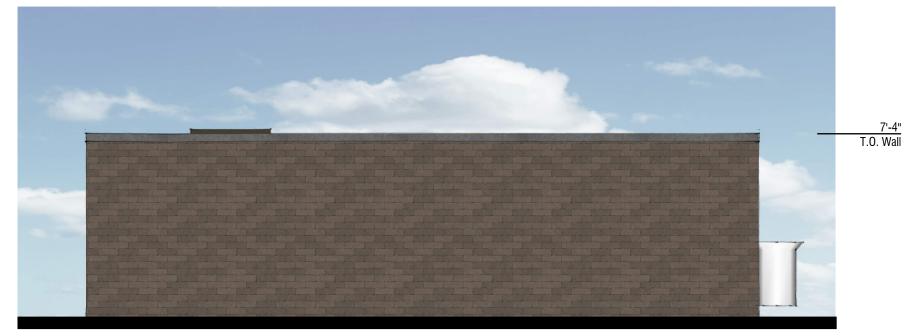
stlake







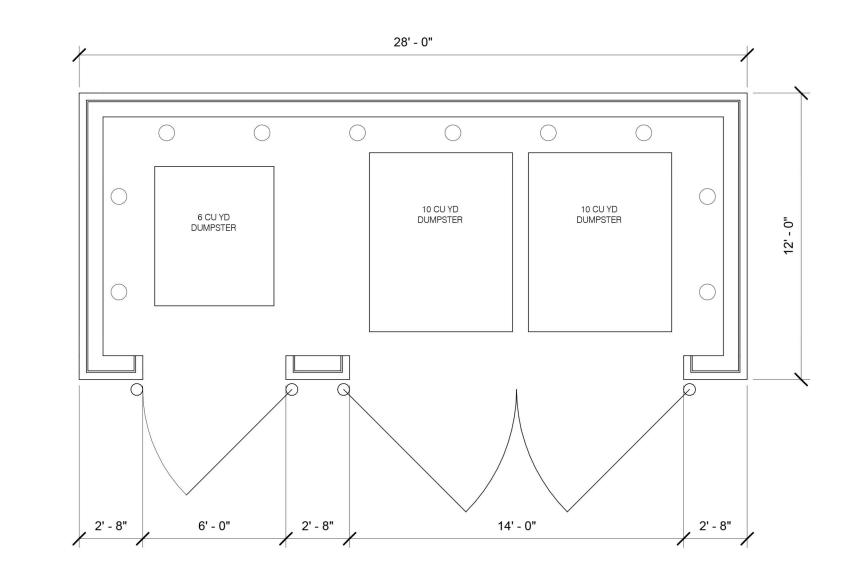
Trash Enclosure - South/North Elevations 1/4" = 1'-0"



Trash Enclosure - East Elevation 1/4" = 1'-0"

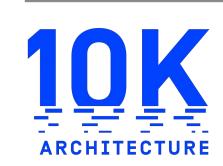


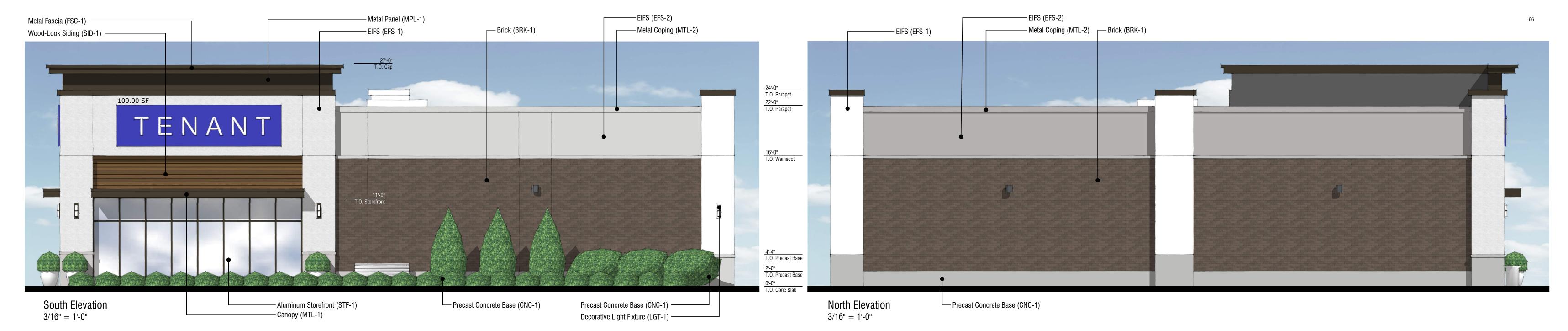
Trash Enclosure - West Elevation 1/4" = 1'-0"



Trash Enclosure - Floor Plan 1/4" = 1'-0"

Floor Plan





MATERIAL LEGEND

EIFS (EFS-1)

Exterior Insulation Finish System "Super White" Dryvit #101

EIFS (EFS-2)

Exterior Insulation Finish System "Mountain Fog" Dryvit #132

BRICK (BRK-1)

"Sienna Ironspot Velour", Endicott Brick, Modular Size

ALUMINUM STOREFRONT (STF-1)
Anodized Dark Bronze, Kawneer or similar

PRECAST CONCRETE BASE (CNC-1)
"Indiana Grey" #4025, Marcstone Precast

WOOD-LOOK SIDING (SID-1)

"Light National Walnut", 6" V-Groove, Longboard

METAL PANEL (MPL-1)
Flush panel, color to match storefront

METAL FINISH (MTL-1)
Flush panel, color to match storefront





SITE PLAN NTS

PROJECT LOCATION: 45.277 N & 92.998 W FOREST LAKE, MN

PROJECT DESCRIPTION:
-EXISTING [B] PYLON SIGN TO BE REPLACED WITH DUPLICATE [A] SIGN.
TOTAL SIGNAGE AREA TO BE INCREASED BY 75 SF.



SIGN TO REMAIN

DECORATIVE METAL
CORNICE

INTERNALLY
ILLUMINATED
ACRYLIC FACE

PAINTED STEEL
TRIM & SIDES

PETSMART

SUBURY
Great Clips
Trim & SIDES

Verizon

WESTLAKE
LIQUORS

TO. BASE

INTEGRALLY COLORED
SPLIT-FACE CMU

10'-0"

-18-5"
T.O. CORNICE
17-2"

T.O. SIGN

ALDI

-18-5"
T.O. CORNICE
17-2"

T.O. SIGN

-18-5"
T.O. CORNICE
17-2"

T.O. SIGN

-18-5"
T.O. DONNICE
17-2"

T.O. SIGN

-18-5"
T.O. DONNICE
17-2"

T.O. SIGN

-18-5"
T.O. CORNICE
17-2"

T.O. SIGN

-18-5"
T.O. SIGN

-18-

2'-0"

--18-5'
T.O. SIGN

2'-0"

1.0. SIGN

2'-0"

1.0. BASE

0-0"

T.O. GRADE

EXISTING MONUMENT SIGN - FRONT & BACK ELEVATION 1/4" = 1'-0"

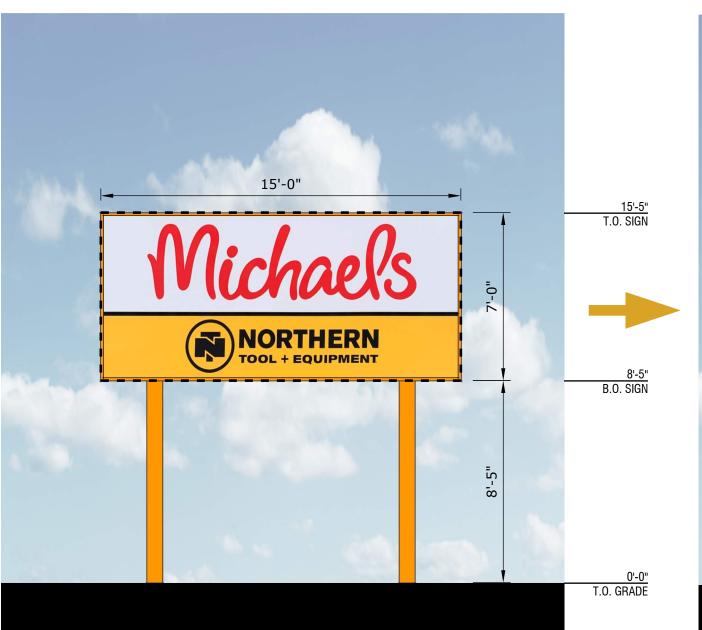
142.5 SQ FT / SIDE - SIGN TO REMAIN

EXISTING MONUMENT SIGN - SIDE ELEVATION 1/4" = 1'-0"

SIGN TO REMAIN

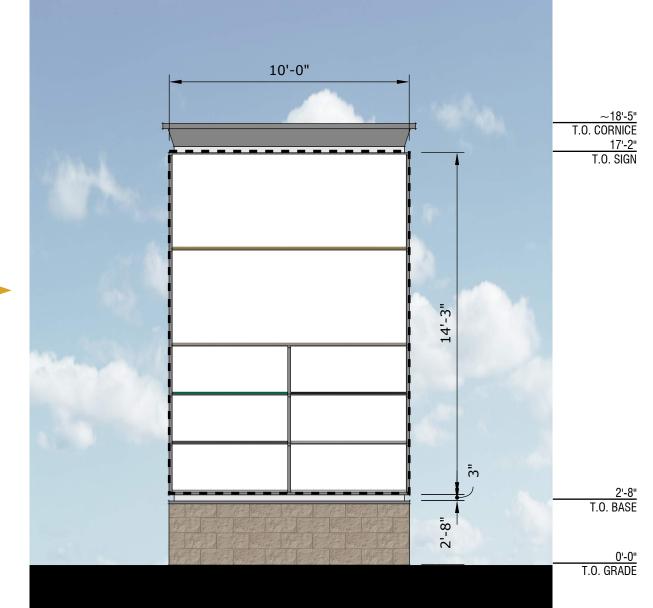






EXISTING PYLON SIGN - FRONT & BACK ELEVATION 1/4" = 1'-0"

105 SQ FT / SIDE - SIGN TO BE REPLACED



NEW MONUMENT SIGN - FRONT & BACK ELEVATION 1/4" = 1'-0"

142.5 SQ FT / SIDE - SIGN TO BE CONSTRUCTED IN PLACE OF SIGN [B]

CITY OF FOREST LAKE WASHINGTON COUNTY, MINNESOTA

RESOLUTION NO. 02-26-24-01

A RESOLUTION APPROVING PRELIMINARY PLAN FOR A PUD FOR THE WESTLAKE SHOPPING CENTER PLANNED UNIT DEVELOPMENT LOCATED AT 119, 209 and 289 12TH STREET SW

WHEREAS, Mr. Brian Holder, ("Applicant"), representing MN-Forest Westlake, LLC, owners of the Westlake Shopping Center property located at 119, 209 and 289 12th Street SW, located in the City of Forest Lake, Washington, County, Minnesota with PID's 08.032.21.23.0012, 08.032.21.23.0013 and 08.032.21.23.0014 ("Property"); and

WHEREAS, the legal description of the Property for the proposed planned unit development is detailed on Exhibit A attached hereto; and

WHEREAS, the Applicant submitted an application and project plans to the City of Forest Lake on December 21, 2023, for preliminary planned unit development and site plan review for the development of a new 9,600-square-foot multi-tenant retail building on the northern part of the Property; and

WHEREAS, the Applicant submitted a preliminary plan for a PUD to allow for the expansion of the Westlake Shopping Center to include the addition of a freestanding 9,600-square-foot retail building, which development plans are on file with the City, and have specifically requested the following flexibilities within the Westlake Shopping Center PUD that are shown in the Development Plans for project on file with the City:

- 1. To have second building on the property; and
- **2.** To increase the amount of impervious surface area on the property from 80 percent to 83.4 percent.

WHEREAS, the requested improvements to the site include the construction of a new 9,600 square-foot building intended for retail sales, associated parking, landscaping improvements and storm water facilities as shown in the plans dated December 21, 2023; and

WHEREAS, on January 24, 2024, the Forest Lake Planning Commission reviewed the application for preliminary PUD plan approval for the Property, held a public hearing and they voted to recommend to the City Council approval of the proposed Preliminary PUD Plan for the Westlake Shopping Center PUD with conditions identified by staff; and

WHEREAS, the proposed preliminary PUD plan is consistent with the City's Comprehensive Plan, is compatible with the present and planned uses in the surrounding area, and any exceptions to existing city code or regulation are justified by the design or development of the proposed use and is otherwise consistent with the City's zoning ordinance requirements for a PUD.

THEREFORE, BE IT RESOLVED, by the City Council of the City of Forest Lake that the Owner's and Applicant's Application for Preliminary PUD Plan Approval for the Westlake Shopping Center PUD to facilitate the development of the proposed new 9,600-square-foot multi-tenant retail building on the northern part of the Property is hereby approved with the following flexibilities within the Westlake Shopping Center PUD Plan:

- 1. To have second building on the property; and
- 2. To increase the amount of impervious surface area on the property from 80 percent to 83.4 percent; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOREST LAKE, MINNESOTA, AS FOLLOWS:

The Owner's Application for Preliminary PUD Plan for Westlake Shopping Center as described herein is hereby approved subject to the following conditions:

- 1. Unless as amended by the conditions herein, the final PUD and project plans shall be substantially conforming to the preliminary plans submitted to and reviewed by the Planning Commission on January 24, 2024. The impervious surface area entire site of the shopping center, with the proposed changes and improvements, shall not exceed 83.4 percent of the total lot area.
- 2. The developer shall revise the project plans to reflect all the changes and conditions provided to the City by the City Engineer in the review letters dated December 22, 2023 and February 20, 2024. These changes shall be made as a part of the Final PUD submittal and shall be reflected in final plans to be reviewed and approved by the City before the contractor starts any site disturbance.
- 3. The City shall require the applicant-owner to provide the City with public utility, drainage, roadway and pedestrian easements up to 14 feet in width over the existing green space and landscape areas on the property adjacent to 3rd Avenue SW and adjacent to 12th Street SW on each of the three properties of the shopping center (Washington County PIDs 08-032-21-23-0012, 08-032-21-23-0013 and 08-032-21-23-0014). The applicant-owner shall submit surveys and legal descriptions for each of the easements to the City as part of the Final PUD application submittal. These easements shall be recorded against the property at Washington County and proof of recording shall be submitted to the City before the commencement of any site work.
- 4. The applicant shall submit an updated landscaping and tree planting plan with and to be reviewed by the City as part of the Final PUD and Design plans. The revised landscape plan shall incorporate the required changes noted in this staff report including adding more trees and understory shrubs to the project site and where possible, to areas within the entire shopping center, as required by City Code.
- 5. The applicant-owner shall have all required permits and approvals from Comfort Lake-Forest Lake Watershed District before starting any ground disturbance.

6.	The applicant shall pay all financial escrows and/or billbacks from the City at the time of execution of any development or site improvement agreements.
Adopt	ed in the regular session of the City Council on the 26 th day of February 2024.
	CITY OF FOREST LAKE
	Mara Bain
	Mayor
Attest	
Kristin	na Handt, Interim City Clerk

RESOLUTION NO. 02-26-24-01

EXHIBIT A

Legal Description of Subject Properties for the Planned Unit Development

Parcel 2: (Northern Parcel – New Building Development Site)

THAT PART OF LOT 2, BLOCK 1, OF THE RECORDED PLAT OF MOREHEAD COMMERCIAL, WASHINGTON COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 0 DEGREES 58 MINUTES 03 SECONDS WEST, PLAT BEARING, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 301.94 FEET, SAID POINT BEING 220 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES 46 MINUTES 20 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 206.99 FEET; THENCE NORTH 0 DEGREES 58 MINUTES 03 SECONDS WEST 170.06 FEET, TO A CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES 46 MINUTES 20 SECONDS EAST, ALONG A PORTION OF THE NORTHERLY LINE OF SAID LOT 2 AND THE SOUTH LINE OF LOT 1 OF SAID BLOCK 1, AND ITS EASTERLY EXTENSION, A DISTANCE OF 403.25 FEET TO THE EAST LINE OF SAID LOT; THENCE SOUTHERLY ALONG SAID EAST LINE, A DISTANCE OF 459.30 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WESTERLY ALONG THE SOUTH LINE OF LOT 2 TO THE POINT OF BEGINNING.

PID: 08.032.21.23.0012

ADDRESS: 119 12TH STREET SW, FOREST LAKE MINNESOTA

PARCEL 3: (Middle Parcel)

THE NORTH 175 FEET OF LOT 3, BLOCK 1, OF THE RECORDED PLAT OF MOREHEAD COMMERCIAL, WASHINGTON COUNTY, MINNESOTA.

PID: 08.032.21.23.0013

ADDRESS: 209 12TH STREET SW

PARCEL 4: (Southern Parcel)

THAT PART OF LOT 3, BLOCK 1, OF THE RECORDED PLAT OF MOREHEAD COMMERCIAL, WASHINGTON COUNTY, MINNESOTA, LYING SOUTH OF THE NORTH 175 FEET THEREOF.

PID: 08.032.21.23.0014

ADDRESS: 289 12TH STREET SW

Date: February 26, 2024

Agenda Item: Republic Services Contract Amendment

To: Honorable Mayor and City Council

From: Kristina Handt, Interim City Administrator

BACKGROUND:

In 2019 the city issued a Request for Proposal for refuse and recycling collection and awarded a contract to Republic Services. The contract had a term of 5 years with the option to exercise extensions. Last fall, staff presented new rates to the council and was directed to negotiate a 5 year extension with Republic Services.

ISSUE BEFORE COUNCIL:

Should the City Council approve the amendment to the contract with Republic Services to extend refuse and recycling services for 5 years under the new rates and remove portable toilet services?

PROPOSAL/ANALYSIS:

Included in your packet is an amendment for council consideration. The amendment extends the contract for 5 years, updates public education efforts, removes portable toilets from services from Republic Services since city staff is better able to handle that task and establishes new rates for bulk items, trash, recycling, yard waste and disposal fees. As noted last fall, the largest part of the increases are due to the county increasing disposal fees.

FISCAL IMPACT:

Residents will see an increase in refuse and recycling services in 2025 in a range of 10-13% when including the increase in the county disposal fee. If not for the increase in the county fee the increase would be about 7% in 2025 and less than 5% in the following years.

OPTIONS:

- 1) Approve the Amendment to the Comprehensive Residential Refuse and Recycling Collection Services.
- 2) Amend and then Approve the Amendment to the Comprehensive Residential Refuse and Recycling Collection Services.
- 3) Do not approve an extension and seek another provider for 2025.

RECOMMENDATION:

"Motion to approve the Amendment to the Comprehensive Residential Refuse and Recycling Collection Services Contract with Republic Services."

ATTACHMENTS:

• Amendment to Republic Services Contract

- 2019 Republic Services Contract
- Nov 13, 2023 Council meeting packet items related to waste hauler discussion

AMENDMENT TO COMPREHENSIVE RESIDENTIAL REFUSE AND RECYCLING COLLECTION SERVICES

This Amendment to the Comprehensive Residential Refuse and Recycling Collection Services Contract (this "Amendment") is made and entered into effective February _____, 2024 (the "Amendment Effective Date") by and between Allied Waste Services of North America, LLC, dba Republic Services of the Twin Cities - Blaine ("Contractor"), and the City of Forest Lake, Minnesota ("City") (referred herein as a "Party", and collectively as the "Parties".)

RECITALS

- A. Contractor and City entered into a certain Comprehensive Residential Refuse and Recycling Collection Services Contract dated August 4, 2019 "Agreement".
- B. Pursuant to the Agreement Contractor agree to perform Comprehensive Refuse and Recycling collection services for the City.
- C. City and Contractor now desire to extend the term of the Agreement and make certain changes as more fully set forth below.

<u>AGREEMENT</u>

Now therefore, for good and valuable consideration the receipt and sufficiency of which the parties acknowledge, including but not limited to the mutual and dependent promises contained herein, the parties agree as follows:

- 1. <u>Term of the Agreement</u>. Section 2.2 is hereby amended to extend the term of the Agreement for an additional five (5) years, now terminating on December 31, 2029.
- 2. <u>Public Education Information for Eligible Households.</u> Section 2.9 is hereby amended as follows.
 - (a) The first paragraph is hereby deleted in its entirety.
- (b) The second paragraph is hereby modified to delete the last sentence and replace it with the following, "The flyer or postcard shall clearly itemize all acceptable and prohibited items in a manner that is consistent with the requirements of this Agreement and shall be electronically shared on City Website for all Customers no later than December 20th of each year. A total of 500 paper copies will be delivered to City Hall for those residents without internet access."
- (c) The fifth paragraph is hereby deleted in its entirety and replaced with the following: "Contractor shall produce and distribute a quarterly newsletter that provides updates on important and current news items about the City's trash and recycling program at City Staff request. The newsletter will be in an electronic format (e.g. available on the Contractor's Forest Lake micro website).

- 3. <u>Collection from designated City buildings, park facilities, and special events.</u> Section 7.5 is hereby amended to remove all references to Contractor performing services for Portable Toilets.
- 4. <u>Collection and Disposal Fees</u>. Section 8.1. is hereby amended to remove all references to Portable Toilet Services and pricing.
- 5. <u>Portable Toilet Pricing</u>. Appendix E. is hereby amended to remove all references to Portable Toilet Services and pricing.
- 6. <u>Bulk Item Disposal Fees</u>. Appendix D is hereby amended to add the pricing set forth on the attached Appendix D, attached hereto and incorporated by refence.
- 7. <u>Trash, Recycling, and Yard Waste Collection and Disposal Fees</u>. Appendix E is hereby amended to add the pricing set forth on the attached Appendix E, attached hereto and incorporated by refence.
- 8. <u>Capitalized Terms</u>. The parties agree that capitalized terms not otherwise defined in this Amendment shall have the meaning set forth in the Agreement.
- 9. <u>Continuing Effect</u>. Except as specifically amended by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.
- 10. <u>Counterparts</u>. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties' signatures shall be valid and treated the same as original signatures.

IN WITNESS WHEREOF, the parties have entered into this Amendment to be effective as of the Amendment Effective Date.

City of Lake Forest, Minnesota
By:
Name:
Title:
Date:

Allied Waste Services of North America, LLC.

APPENDIX D: BULKY ITEM DISPOSAL FEES

Item	Cost/Item
Bathtub (non-porcelain)	\$35
Bed	\$35
Bike	\$25
Carpet	\$3.00/yard
Chair-kitchen type	\$20
Chair-upholstered	\$25
Construction Debris	Will Quote
Couch (regular or love seat)	\$35
Door	\$25
Dresser	\$25
Electronics-small (DVD & CD player)	\$30
Electronics- large (< 27-inch TVs, Appliances & Computer monitors)	\$55
Electronics-extra-large (projection & console TVs > 27 inch)	\$85
Exercise Equipment	\$40
Freezer	\$40
Garage Door, tracks, and opener	\$30
Gas Grill (tank empty)	\$25
Grill - other	\$25
Hide-a-bed	\$45
Lawnmower-fluids drained	\$25
Mattress or Box Spring	\$40
Pallets	\$10
Sink	\$35
Swing set	Will Quote
Table	\$35
Toilet	\$20
Vacuum	\$20
Water Softener	\$35
Window	\$35

APPENDIX E: TRASH, RECYCLING, AND YARD WASTE COLLECTION AND DISPOSAL FEES

Monthly Refuse Collection Fee:

Service Level	Jan 1-Dec 31, 2025	Jan 1 - Dec 31, 2026	Jan 1 - Dec 31, 2027	Jan 1 - Dec 31, 2028	Jan 1 - Dec 31, 2029
35-Gallon weekly	\$10.40	\$10.87	\$11.36	11.87	\$12.40
65 Gallon weekly	\$10.40	\$10.87	\$11.36	11.87	\$12.40
95-Gallon weekly	\$10.40	\$10.87	\$11.36	\$11.87	\$12.40

Monthly Disposal Fee

Disposal charges related to the cost of trash tipping fees at the Ramsey/Washington Recycling & Energy Center (R&E Center) shall be itemized on the Customer's bill as a separate item from collection charges. Monthly disposal fees for subsequent years may be adjusted proportional to the change (up or down) of the actual R&E Center tipping fees charged to Contractor for disposal of trash from Customers pursuant to this Agreement minus any applicable rebates for each future adjustment. At no time during the term of the Agreement shall the Monthly Disposal Fee be adjusted to include a fuel surcharge or any other fees.

Service Level (per cart)	Jan 1 – Dec 31, 2023
35-gallon weekly	\$5.95
65-gallon weekly	\$7.43
95-gallon weekly	\$8.92

Monthly Refuse Collection Fees for Additional Cart (s)

Service Level	Jan 1-Dec 31, 2025	Jan 1 - Dec 31, 2026	Jan 1 - Dec 31, 2027	Jan 1 - Dec 31, 2028	Jan 1 - Dec 31, 2029
35-Gallon weekly	\$4.88	\$5.10	\$5.33	\$5.57	\$5.82
65 Gallon weekly	\$4.88	\$5.10	\$5.33	\$5.57	\$5.82
95-Gallon weekly	\$4.88	\$5.10	\$5.33	\$5.57	\$5.82

Note: Monthly Disposal Fees listed above will be applied for each additional refuse cart.

Monthly Refuse Collection Fees- Bagged Overflow:

Service Level	Jan 1-Dec 31, 2025	Jan 1 - Dec 31, 2026	Jan 1 - Dec 31, 2027	Jan 1 - Dec 31, 2028	Jan 1 - Dec 31, 2029
Overflow Bag- Refuse	\$3.14	\$3.28	\$3.43	\$3.58	\$3.74

Note: No Monthly Disposal Fees shall be imposed for the collection of Bagged Overflow.

Every Other Week Recycling Collection Fees: (includes recycling processing fee)

Service Level	Jan 1-Dec 31, 2025	Jan 1 - Dec 31, 2026	Jan 1 - Dec 31, 2027	Jan 1 - Dec 31, 2028	Jan 1 - Dec 31, 2029
35-Gallon every other week collection	\$6.03	\$6.30	\$6.58	\$6.88	\$7.19
65 Gallon every other week collection	\$6.03	\$6.30	\$6.58	\$6.88	\$7.19
95-Gallon Every other week collection	\$6.03	\$6.30	\$6.58	\$6.88	\$7.19

Monthly Yard Waste Collection Fee:

Service Level	Jan 1-Dec 31, 2025	Jan 1 - Dec 31, 2026	Jan 1 - Dec 31, 2027	Jan 1 - Dec 31, 2028	Jan 1 - Dec 31, 2029
95 Gal Weekly collection (April- November), plus up to five (5) compostable bags	\$15.68	\$16.39	\$17.13	\$17.90	18.71
For each additional compostable bag weekly (>5 bags)	\$4.00	\$4.18	\$4.37	\$4.57	\$4.78
Additional 95- Gallon Yard Waste Cart (cost is per	\$25.00	\$25.00	\$30.00	\$30.00	\$35.00

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Cart Exchange/Replacement Delivery Fee: (Resident may request 1 free/year/material type):

Service Level	Jan 1-Dec 31, 2025	Jan 1 - Dec 31, 2026	Jan 1 - Dec 31, 2027	Jan 1 - Dec 31, 2028	Jan 1 - Dec 31, 2029
Per Delivery	\$10.00	\$10.45	\$10.92	\$11.11	\$11.61

Monthly Walk-Up (Valet) Fee:

Service Level	Jan 1-Dec 31, 2025	Jan 1 - Dec 31, 2026	Jan 1 - Dec 31, 2027	Jan 1 - Dec 31, 2028	Jan 1 - Dec 31, 2029
Walk up (Valet)	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00

No-Out Fee (Cost per occurrence to return to a customer's address to pick up refuse and recycling not out by scheduled pick-up day) Contractor must provide documentation to verify not-out or late set:

Service Level	Jan 1-Dec 31, 2025	Jan 1 - Dec 31, 2026	Jan 1 - Dec 31, 2027	Jan 1 - Dec 31, 2028	Jan 1 - Dec 31, 2029
Per Occurrence	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00

Monthly Refuse and Recycling Pick Up at City Buildings, Parks and Special Events

Service Level	Jan 1-Dec 31, 2025	Jan 1 - Dec 31, 2026	Jan 1 - Dec 31, 2027	Jan 1 - Dec 31, 2028	Jan 1 - Dec 31, 2029
Per Occurrence	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

AGREEMENT BETWEEN THE CITY OF FOREST LAKE AND ALLIED WASTE SERVICES OF NORTH AMERICA, LLC DBA REPUBLIC SERVICES OF THE TWIN CITIES - BLAINE

FOR

COMPREHENSIVE RESIDENTIAL
REFUSE AND RECYCLING COLLECTION SERVICES *

(*INCLUDING COLLECTION SERVICES FOR: YARD WASTE,
BULKY ITEMS,
CLEAN UP DAY, AND TRASH AND RECYCLING
COLLECTION FROM CITY FACILITIES)

FOR THE CONTRACT PERIOD AUGUST 4, 2019-DECEMBER 31, 2024

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AGREEMENT FOR RESIDENTIAL REFUSE, RECYCLING, AND YARD WASTE COLLECTION AND DISPOSAL/PROCESSING SERVICES

This Agreement ("Agreement") is made this _____ day of 2019, by and between the City of Forest Lake, a Minnesota municipal corporation (the "City") and Allied Waste Services of North America, LLC dba Republic Services of the Twin Cities - Blaine, a Delaware limited liability company qualified to do and actually doing business in the State of Minnesota (the "Contractor").

RECITALS

WHEREAS, the City is authorized to enter into this Agreement with Contractor for Contractor to serve as the exclusive provider of trash, recycling, and yard waste Collection Services to all residential dwellings containing not more than four (4) dwellings located within the City of Forest Lake; and

WHEREAS, the City released a request for proposals ("RFP") for Residential Solid Waste and Recycling Collection Services (incorporated herein to this Agreement by reference); and

WHEREAS, the City released Amendment #1 ("Amendment") to the RFP (incorporated herein to this Agreement by reference); and

WHEREAS, the Contractor submitted a proposal ("Proposal") to the City in response to the RFP (incorporated herein to this Agreement by reference); and

WHEREAS, following review of all proposals submitted to the City in response to the RFP, the City Council authorized staff to negotiate the terms of this Agreement with Contractor for Collection Services; and

NOW, THEREFORE, the City and Contractor mutually agree to the terms of this Agreement, in consideration of the mutual promises and covenants contained herein.

1. DEFINITIONS

Terms used in this Agreement shall have their common meaning, except for those terms defined in Appendix A.

2. SCOPE AND GENERAL TERMS OF COLLECTION SERVICES

During the term of this Agreement, Contractor shall have the exclusive right to furnish all labor, materials, and equipment and perform all work necessary for the collection, disposal, and processing of trash, recyclables, bulk waste, and yard waste for all residential dwellings containing four units or less within the City of Forest Lake (the Collection Services). The services to be performed by Contractor pursuant to this

Agreement shall, at no time, create a nuisance or become injurious to the public health of people living either within or outside the corporate limits of the City.

2.1. Eligible Residential Dwellings

Contractor is hereby selected to be the exclusive provider of Collection Services to all dwellings located within the City of Forest Lake containing not more than four (4) dwelling units during the term of this Agreement.

2.2. Term of Agreement

The term of this Agreement shall be from August 4, 2019 through December 31, 2024. Actual Collection service operations shall commence on August 5, 2019.

2.3. Extension Options

At the sole option of the City, this Agreement may be renewed for up to two (2) additional five (5) year terms under the same terms and conditions and then-existing rates set forth herein.

The Contractor shall not consider the right of the City to extend the initial five (5) year term with extensions to constitute or imply any obligation by City to renew the Agreement. Nothing in this Agreement shall be interpreted or implied to mean that the City will extend or negotiate beyond December 31, 2024.

2.4. This Agreement Takes Precedence Over RFP and Contractor's Proposal

The contents of the City's Request for Proposals (RFP) for Residential Solid Waste and Recycling Services (dated May 31, 2019), Amendment # 1 to the City's Request for Proposals for Residential Solid Waste and Recycling Services (released June 5, 2019), and the Contractor's proposal (dated June 27, 2019) are part of the contractual obligations and are incorporated by reference into this Agreement, with the exception of any City responsibilities which may be listed in the RFP, which, if not specifically included in this Agreement, are waived. If any provision of this Agreement is in conflict with the referenced RFP or Contractor proposal, the terms of this Agreement shall control.

2.5. Annual Reports

The Contractor shall submit annual reports, in a format as determined by the City, to the City by February 1 of each calendar year of this Agreement for the prior calendar year. At a minimum, the Contractor shall include the following information in the annual report:

- Number of refuse accounts by service level
- Number of refuse overflow bags
- Number of accounts with multiple refuse carts
- Refuse tonnage collected from residents
- Number of recycling accounts by service level

- Number of accounts with multiple recycling carts
- Recycling tonnage from residents
- Recyclables composition estimates based on actual sorts from Forest Lake recyclables
- Recycling set-outs and participation rates
- Number of yard waste cart subscriptions
- · Number of yard waste "on-call" or overflow bag set-outs
- Number of organic materials recycling subscriptions (if applicable)
- Number of bulky item "on-call" collections
- Number of accounts with walk-up "valet" service
- · Refuse tonnages from City buildings, parks facilities, and events
- Recyclables tonnages from City buildings, parks facilities, and events
- Organics tonnages from City buildings, parks facilities, and events (if applicable)
- Any recycling rewards or other recognitions
- Names, addresses, and container information for all Customers, updated annually, in the format required by the City
- Recycling report submitted to the Minnesota Pollution Control Agency
- A written plan detailing the type, age, make, model, and fuel type of all vehicles that will be used for the upcoming year
- An annual work plan addressing what assistance Contractor will provide the City to enhance refuse and recycling services and what City events they plan to participate in during the next year
- Summary of customer service complaints (e.g., counts of Customer calls by type of complaint, summary of how these were resolved, etc.)
- Information on any other notable issues or happenings over the past year (e.g., changes in service standards)
- · Recommended public education plan for the next year including:
 - Production and City approval schedules for annual calendar and quarterly newsletter
 - Other recycling public education action steps for the next year
- All other data or information related to the Collection Services as may be requested by the City

2.6. Five Year Implementation Plan

By March 1, 2020, the City and the Contractor shall develop an overall implementation plan that identifies all tasks and assignments not yet specified in this Agreement. This implementation plan shall include all future major activities, including (but not limited to):

- Possible Organic Waste collection
- Improvements in routing (including possible Collection Service area consolidation or other changes in the day certain schedule and service areas)

2.7. Annual Work Plan

The Contractor shall submit an annual work plan proposal no later than November 1 for the upcoming calendar year to outline key priorities for Collection Services improvements. One item in the annual work plan will be to itemize any proposed amendments to the "five—year" implementation schedule as outlined above.

2.8. Annual Performance Review

Upon receipt of the Contractor's annual report, the City shall schedule an annual meeting with the Contractor. The objectives of this annual meeting will include, but not be limited to:

- Review Contractor's annual report.
- Review Contractor's performance based on feedback from residents to the City Council and City staff.
- Review Contractor's promptness in responding to City Staff and Customers
- Review Contractor's recommendations for improvement in the Collection Services, including enhanced public education and other opportunities as contained within the annual work plan for the upcoming year.
- Review City staff recommendations for Contractor's service improvements.
- Discuss other opportunities for improvement with the remaining years under the current Agreement.
- Review Contractor's annual processing facilities report to the Minnesota Pollution Control Agency (recycling only) and the Minnesota Department of Revenue (recycling only).
- Discuss expansion of recycling opportunities for Customers and discuss potential implementation of an organics recycling program
- Review all weight slips, electronic reports providing tons and or quantities of refuse, recyclables, yard waste, and bulk items
- Review electronic report which contain 1) itemized, tabulated and reported in aggregate measure for tonnage of Recyclable Materials; 2) tonnage reports for marketed "end products" of recyclable materials by type; and 3) tonnage reports of unrecyclable waste

2.9. Public Education Information for Eligible Households

Contractor shall provide Customers with a welcome packet upon commencement of service which shall contain information on the Collection Services offered by Contractor and a collection day reminder as well as a customized welcome letter.

Contractor shall draft an annual recycling educational flyer or postcard. The flyer or postcard shall be approved by the City. The Contractor shall pay for the design,

publication, and distribution via bulk mail delivery to all Customers. The flyer or postcard shall include an annual calendar specifying holiday Collection days. Multiple versions of this flyer, including an annual calendar, shall be produced based on route and collection dates. The flyer or postcard shall clearly itemize all acceptable and prohibited items in a manner that is consistent with the requirements of this Agreement, and shall be mailed to all Customers no later than December 20th of each year.

Education tags shall be left by Contractor's collection crews at the time any material is left behind without being collected to instruct residents why the material was not collected (e.g., non-targeted material is rejected and left at the curb) and a phone number to call for more information and questions.

A specific list of customer instructions for sorting recyclable materials and setting out recycling charges shall be provided to all customers

Contractor shall produce and distribute a quarterly newsletter that provides updates on important and current news items about the City's trash and recycling program. The newsletter may be in an electronic format (e.g. sent via email or available on the Contractor's website), in hard-copy written form (e.g. as a direct mail piece as an enclosure with invoices), or both.

Contractor shall produce and attach single-sort recycling education hang tags to the be attached to new recycling carts at the time of cart distribution, which shall include a full list of all recyclable items with images and cart set out and care instructions.

Pursuant to Minnesota State Statute 115A.9302, Contractor shall provide a waste disclosure notice to all customers on an annual basis. Contractor shall provide a specific list of resident instructions for preparing and setting out refuse carts and overflow refuse bags. Contractor shall submit "camera ready" draft versions of any and all public education materials for review and approval by the City at least two (2) weeks prior to going to print or release.

2.10. City May Approve All Contractor Public Education Tools

Whenever feasible, the Contractor shall submit a draft of any public education literature or other public education tools (e.g., web page instructions, "Call them all" telephone messages, etc.) for approval by the City, at least one (1) month before printing, distribution or other release of any such literature or tools.

2.11. Cart Requirements

Contractor shall be responsible, at its sole cost, for all aspects of cart manamgent and operations including but not limited to transportation from the manufacturer, ordering, receiving, assembly, distribution (a/k/a "new cart rollout"), excess cart inventory, spare parts inventory, warranty, maintenance and other repairs. Prior to July 22, 2019, Contractor shall provide a detailed cart management and transition plan to the City, which shall include a summary that adequately describes transition operations. Contractor shall

be responsible for all aspects of the transition operations, and shall keep the City fully informed of field operations during the transition period.

Contractor shall permit customers to elect to change container sizes for trash or recycling services or add/remove a container once per calendar year without additional charge. After the first exchange, any additional exchange shall be subject to a service charge as shown on Appendix E.

Contractor shall collect and remove all carts from Customers within two (2) weeks of the date of termination of this Agreement or any extension term(s).

2.12. Missed Collections

The Contractor shall have a duty to pick up missed trash and recycling collections. The Contractor agrees to pick up all missed collections on the same day the Contractor receives notice of a missed Collection, provided notice is received by the Contractor before 11:00 a.m. on a business day. With respect to all notices of a missed Collection received after 11:00 a.m. on a business day, the Contractor agrees to pick up that missed Collection before 4:00 p.m. on the following business day. If the resident did not have their container in place for Collection at the time when the Contractor provided service, it is not deemed a "missed Collection".

2.13. Postponed Collection

After consultation with the City, the Contractor may postpone trash and recycling collections due to severe weather or other causes outside the Contractor's reasonable control. "Severe Weather" shall include, but not be limited to, those cases in which snow, sleet, ice or cold temperatures might jeopardize the safety of the Contractor's staff or result in unsafe driving conditions. "Other causes" shall include, but not be limited to, those cases that occur beyond the Contractor's control preventing regular Collection of selected routes. If Collection Services are postponed, the Contractor shall notify the City. Upon postponement, Collection will be made on the next day following the conclusion of the service weather event, or as soon as possible.

2.14. Collection Hours and Days

The City requires all Collection Services shall begin no sooner than 6 a.m. and shall be complete by 6 p.m. Furthermore, the City requires scheduled Collection days to be Monday through Friday, and as agreed upon Saturdays during holiday weeks. The Contractor may request City approval of exceptions to these time and day requirements (e.g., pursuant to the "Postpone Trash Collection" Section). The Contractor must request such exception from the City's designated contact person via telephone or email prior to the requested Collection event, and specify the date, time and reason for the exception.

2.15. Designated Contact Person

The Contractor shall provide a designated contact person for purposes of daily communications and reports. The designated contact person, or his/her designated alternate, shall be available via phone and e-mail during customer service hours and whenever trucks are providing service within the City. Contractor shall provide the name, phone number, and email address for its designated contact person, and shall advise the City immediately in writing of the same information. The designated contact person shall have sufficient authority to resolve issues when notified by City staff of the existence of such issues.

2.16. Customer Complaints and Call Center Service

The Contractor shall provide staffing of a telephone equipped office to receive missed Collection complaints and other complaints or questions between the hours of 7:00 a.m. until 7:00 p.m. CST Monday through Friday and Saturday from 8:00 a.m.-12:00 p.m. CST.

All complaints and questions made directly to Contractor shall be given prompt and courteous attention. Contractor will provide customer service through an established set of skills and capabilities. Customers seeking customer service shall have the ability to seek out information and answers to frequently asked questions 24 hours per day through web-based or smart phone-based applications. When contact with the Contractor is required for customer service, during office hours, the Contractor shall maintain sufficient call center staff to answer and handle complaints and service request from customers without delay. These call center staff shall have the ability to contact and work with members of the Contractor's staff serving the City, whether through direct, electronic, or telephonic means, to coordinate resolution of the local complaints

2.17. Weighing of Loads

Contractor shall keep accurate records consisting of an approved weight slip with the date, time, Collection route, driver's name, vehicle number, tare weight, gross weight, and net weight. Collection vehicles will be weighed after completion of a route or at the end of the day, whichever occurs first. A copy of each weight ticket shall be kept on file and made available for inspection upon request by the City.

2.18. Scavenging Prohibited

All Trash, Recyclable Materials, Bulky Items, or Yard Waste placed for Collection shall be owned by and are the responsibility of the Customers until the Contractor loads them into their collection vehicle. Upon Collection by the Contractor, the materials become the property and responsibility of the Contractor. Title to and liability for any Prohibited Materials shall at no time pass to Contractor.

2.19. Cleanup of Spillage or Blowing Litter

The Contractor shall clean up any material spilled or blown during the course of Collection and/or hauling operations. All Collection vehicles shall be equipped with at least one

broom and one shovel for use in cleaning up material spillage. Collected solid waste shall be transported in a covered enclosed vehicle so that material does not drop or blow onto any public street or private property during transport.

2.20. Disposal and Recovery at Licensed and Permitted Facilities Only

The Contractor shall be responsible for the safe, legal, and environmentally sound disposal of all Trash, Recyclables, Yard Waste, Bulky Items, and any other items and materials collected under this Agreement. Contractor shall not be required to collect Prohibited Materials. The Contractor shall deliver and unload solid waste and other materials only at facilities that are properly licensed and permitted for those materials. The Contractor is required to notify the City 30 days prior to changing any disposal facilities and receive City approval. City approval will not be unreasonably withheld.

2.21. Designated Disposal Facilities for Trash

The Contractor shall dispose of all trash collected in the City at a Resource Recovery Facility consistent with the current Minnesota Waste Management Act (M.S. 115A), Washington County Solid Waste Master Plan, Washington County facility operating contracts and other Washington County policies.

Pursuant to Minnesota State Statutes and Washington County ordinance and policies, the Contractor must arrange for delivery of all refuse to the Ramsey/Washington Recycling & Energy Center (R&E Center) in Newport, MN. The Contractor shall not delivery the City's residential refuse to a landfill or transfer station that redirects the City's refuse to a landfill without the prior written permission of the City.

If the R&E Center is not reasonably available, the Contractor will notify the City immediately. The City will then contact Washington County for further direction and current policy guidance. The City and Contractor may then negotiate a mutually agreeable plan for trash disposal that is consistent with the requirements of this section of the Contract; Washington County ordinances, policies and guidance; and Minnesota and federal laws.

2.22. Recovery or Disposal of Yard Waste and Bulky Items

Yard Waste and Bulky Items shall be recovered as per this Agreement; Washington County policies and programs; and Minnesota State laws and policies. The Contractor shall make every reasonable effort possible to recover Bulky Items (e.g., furniture, major appliances, electronic waste) for recycling whenever possible instead of disposal.

2.23. Vehicle Requirements

Vehicles used for Collection Services shall be clearly signed on both sides as a Trash or Recycling Collection vehicle. In addition, all Collection vehicles used in performance of the Agreement shall:

 Be marked with the name and website of the Contractor prominently displayed on both sides of the truck.

- Operate within the weight allowed by Minnesota Statutes and local ordinances.
- Be duly licensed and inspected by the State of Minnesota.
- Have a maximum loaded weight not to exceed 40,000 pounds.
- Have a two (2) way communication device.
- Have a first aid kit.
- Have an approved fire extinguisher.
- Have warning flashers.
- Have a broom and shovel for cleaning up spills.
- Have warning alarms to indicate movement in reverse.
- Have a sign on rear of vehicle which states "This vehicle makes frequent stops".
- All of the required equipment must be in proper working order.
- Have a backup camera to be used when moving in reverse
- Have forward facing cameras to monitor driver actions while operating trucks
- All vehicles must be maintained regularly, in proper working order and be as clean and free of offensive odors as possible.
- All vehicles must be equipped with automatic lifters which must be operated and maintained so as to not cause damage beyond normal wear and tear to Collection carts.
- The Contractor's truck dumping hoppers must be outfitted with wind screens or shields to minimize wind-blown litter when tipping the carts.

2.24. Vehicle Inspections

All proposed services, trucks and facilities are subject to inspection, approval, and acceptance by the City. The City will give reasonable notice of such inspections. The Contractor will not be responsible for normal City inspection costs.

2.25. Personnel Requirements

Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of this Agreement. Contractor shall have an on-site supervisor who will manage its haulers, interact with City staff and address problems when they arise, meet whenever City staff deem it is necessary, interface directly with customers when deemed necessary by the City, and have continual direct communication with the Contractor's service staff and haulers. Contractor's personnel shall be trained both in program operations and in customer service, and ensure that all personnel maintain a positive attitude with the public and in the work place, and shall:

 Conduct themselves at all times in a courteous manner and use no abusive or foul language.

- Perform their duties in accordance with all existing laws and ordinances and future amendments thereto of the Federal, State of Minnesota, and local governing boards
- Make a concerted effort to have at all times a presentable appearance and attitude.
- For drivers and helpers, wear a uniform and employee identification badge or name tag.
- Drive in a safe and considerate manner.
- Manage curbside carts in a careful manner so as to avoid spillage and littering, or damage to the cart.
- Monitor for any spillage and be responsible for cleaning up any litter.
- Avoid damage to property.
- Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such substances.
- Contractor's employees shall not collect or scavenge through collection or other materials in any manner that relates to the Collection Services

2.26. Litter Pickup

The Contractor shall be responsible for Collection and pickup of any litter spilled during cart unloading, driving or other Collection operations.

2.27. Truck Fluid Leaks or Spills

Contractor shall report all fluid spills, including oil and hydraulic fluid, to the Contractor's supervisor and City contact within one (1) hour of occurrence. Reporting all spills and leaks to the City does not replace the state requirement for the Contractor to report spills to the Minnesota Duty Officer if the spill is over five (5) gallons. Contractor is responsible for cleaning up all spills. Cleaning shall include complete removal of any fluid released. If grass is damaged to the point that it cannot live, the Contractor shall be responsible for turf replacement at its sole expense.

The City will have sole authority to determine if the cleaning and/or property repairs are adequate in the event of dispute. All cleaning activities must adhere to applicable local, State, and Federal regulations and applicable storm water regulations and permits.

2.28. Safety

The Contractor shall ensure adequate working conditions and safety procedures are in place to comply with all applicable Federal, State and local laws and regulations. The City reserves the right to inspect on a random basis all trucks, equipment, facilities, working conditions, training manuals, records of claims for Worker's Compensation or safety violations and standard operating procedures documents.

The Contractor shall submit a detailed safety plan to the City for review and approval within two (2) months after executing this Contract. This safety plan shall address all elements of this Agreement including (but not limited to) Trash, Recycling, Yard Waste, and Bulky Item Collection operations.

The annual report and work plan shall have a safety component to report any incidents and recommend improvements.

2.29. Truck and Driver Licenses and Permits

The Contractor shall ensure that all driver and truck licenses and permits are current and in full compliance with local, State and Federal laws and regulations. Contractor must have a Collection license issued by the City per City Code.

2.30. Performance Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required within this Agreement and the City's ordinances. Substandard performance as determined by the City in its sole discretion will constitute non-compliance. If action to correct such substandard performance is not taken by the Contractor within sixty (60) days after being notified by the City, the City may initiate Agreement termination procedures.

2.31. Penalties

This Agreement requires Contractor to meet the following performance standards:

- Deliver quality and timely Collection Services to residents as set forth in the referenced RFP, Contractor's proposal, and this Agreement.
- Meet other conditions as described herein for Collection and transportation of Trash, Recycling, and Yard Waste to the designated disposal facilities.

City and Contractor shall communicate on a regular and as-needed basis related to customer complaints, accidents, and other incidents. The following general incident escalation procedure provides a general guide for managing such communications as efficiently as possible.

- Simple complaints and incidents may be handled with verbal communications only (e.g., phone calls).
- Significant complaints and incidents must be recorded via at least email. A
 proposed cure and response timeline shall be discussed.
- If a problem is not cured within the proposed timeline, a second email should be used to communicate a new timeline.
- If a problem is still not cured within the new timeline of a second email, the City may send a letter indicating a new cure timeline and warning that liquidated damages/financial penalties may be imposed if the problem is not resolved.

- If a problem is still not cured with the new timeline of the letter, the City will send a letter and email notifying the Contractor that liquidated damages/financial penalties will be imposed.
- If a problem remains chronic and uncured, the City take such further action as is allowed under this Agreement to address the breach of the terms of this Agreement, or such other remedies at law or equity that may be available to the City.

This Agreement establishes financial penalties for failure to meet selected, example performance standards. Not all Agreement performance standards are listed in this section, but a breach of the terms of this Agreement may still result in the imposition of Financial Penalties against Contractor for failure to comply with the terms of this Agreement. These financial penalties are independent of default and breach provisions addressed elsewhere in this Agreement. City and Contractor expressly agree that the potential harm or injury to City caused by the incidents of substandard performance set forth in this Agreement are difficult or impossible to accurately estimate. City and Contractor stipulate that each damage dollar amount in this Agreement is a reasonable pre-estimate of the probable loss to City and the general public.

The existence or recovery of such financial penalties shall not preclude City from recovering other damages in addition to the payments made hereunder which City can document as being attributable to the above referenced failures. In addition to other costs that may be recouped, City may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Agreement as well as attorney fees if applicable.

Financial Penalties for breach of the terms and conditions of Collection Services delivery shall be as follows:

- A. Failure to respond to legitimate service complaints within twenty four (24) hours in a reasonable and professional manner fifty dollars (\$50) per incident.
- B. Failure to collect properly notified missed collections –two hundred and fifty dollars (\$250) per incident.
- C. Failure to provide annual reports one hundred dollars (\$100) per incident.
- D. Failure to complete the collections within the specified timeframes without proper notice to the city one hundred dollars (\$100) per incident.
- E. Failure to clean up litter or spills that knowingly occur during Collection operations two hundred fifty dollars (\$250) per incident.
- F. Failure to report on changes in location of Trash disposal two hundred fifty dollars (\$250) per incident.
- G. Making changes to the Collection and Disposal systems prior to receiving City approval to implement any such change – five thousand dollars (\$5,000) per incident.

H. Failure to accurately answer a Customer's question posed to the Contractor's customer service call center – one-hundred dollars (\$100) per incident.

Ten (10) or more such incidents in a six (6) month period may constitute grounds for termination of Agreement and not be subject to cure.

Contractor shall be liable for the penalty amount(s) upon determination by the City that Contractor's performance is not consistent with the provisions of the Agreement. The City shall notify Contractor in writing or electronically of each act or omission discovered by the City. It shall be the duty of Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint. The City may invoice the Contractor the full amount of any financial penalty, which Contract shall pay within twenty (20) days from the date of mailing of the invoice. Contract shall not be deemed to be liable for penalties where its inability to perform collection service is the results of conditions beyond the control of Contractor, including but not limited to civil disorder, acts of God, or inclement weather sever enough that trucks cannot safely take collections.

2.32. Accommodations for Road and Other Construction Projects

The City, County and State reserve the right to improve any street or alley. Such road construction projects may temporarily prevent the Contractor from traveling its accustomed route or routes for Collection. The Contractor shall contact the City prior to each construction season to determine areas of conflict and possible alternate routes or solutions. The Contractor shall work with the City to maintain regular or modified service during street reconstruction projects.

2.33. Damage to property

Contractor shall take all necessary precautions to protect public and private property. Except for reasonable wear and tear, Contractor shall repair or replace any private or public property, including but not limited to: structures, driveways, landscaping, retaining walls, fences, mailboxes, and collection containers which are damaged by Contractor or its employees or agent's negligence or willful misconduct. Such property damage shall be addressed for repair or replacement, at no charge to the City or property owner, within forty-eight (48) hours.

3. TRASH COLLECTION REQUIREMENTS

3.1. Summary Scope of Services

Collection of trash from Customers shall be by City Service Area and occur weekly, from Monday through Friday.

3.2. Collection Day Service Areas

The City is divided into 5 Service Areas which correspond to each of the 5 days Collection Services are provided. A map of the scheduled Recycling and Trash Collection days, by

Service Area, can be found in Appendix B (the "Routing Plan"). Contractor shall not change collection routes or days of collection without prior written approval of the City. Contractor shall provide the City with digital copies of any revised routes for review, approval, and use by the City during and after the term of this Agreement.

3.3. Trash Service Levels

The Contractor is to provide three (3) Trash service levels as options for Customers:

- ♦ 35-gallon, weekly
- ♦ 65-gallon, weekly
- 95-gallon, weekly

All carts shall be wheeled carts. Customers may request additional Trash carts at a reduced costs as shown in Appendix E. Residents may set out additional "overflow" bags of trash for an additional charge, which is shown in Appendix E.

3.4. Trash Carts

Trash carts shall be purchased, owned, delivered, maintained and inventoried by the Contractor. The Contractor shall take reasonable care to prevent damage to carts during Collection operations. Contractor shall repair or provide sanitized replacement for damaged carts. The color and labeling of the trash carts must distinguish them from recycling and yard waste carts.

Requests for replacement of existing carts must be handled within five (5) business days after the request is received. Repairs to existing carts must be handled within five (5) business days from the time the request is received.

3.5. Same Day Collections with Recycling Service Areas

Trash, Recycling, and Yard Waste shall be collected on the same days including Collection on Saturdays on agreed-upon "holiday weeks".

3.6. Point of Collection

All Trash Collection service will occur at the curb, with the exception of Customers who have opted for "Walk-Up" Collection Service.

3.7. Collection Schedule Deadline

If the Contractor determines that the Collection of Trash will not be completed by 6:00 p.m. on the scheduled Collection day, the Contractor shall notify the City by 3:30 p.m. that same day and request an extension of the Collection hours. The Contractor shall inform the City of the areas not completed, the reason for non-completion and the expected time of completion. If the City's designated contact person cannot be reached, the Contractor will request the City Administrator or his/her designated alternate.

3.8. Procedure for Handling Prohibited Materials

If Contractor determines that a Customer has set out Prohibited Materials, the driver shall use the following procedure: Contractor shall leave the Prohibited Materials in the resident's curbside Trash cart and leave an "education tag" indicating prohibited materials and the proper disposal method and/or other disposal options.

3.9 Separation and Weighing of Materials

All Trash collected from residential dwellings in Forest Lake pursuant to this Agreement shall be kept separate from other materials and shall be weighted on designated truck scales with reported to the City as part of the Contractor's annual report to the city. Contractor shall retain truck scale weight tickets for City inspection upon request.

3.10 Extra Collection

Contractor shall provide additional collection of trash when requested by Customers, as an extra service beyond the regular service. The extra collection materials may be collected in the same truck, carrying the same materials with the regular route collections, the fees for which are found in Appendix E .

4. RECYCLING COLLECTION REQUIREMENTS

4.1. Materials to be Accepted for Recycling

At all times during the term of this Agreement, Contractor shall accept, at a minimum, all of the materials listed in Appendix D from Customers and City facilities and events for single-sort recycling. Contractor may accept additional items for recycling.

4.2. Every Other Week Collection

The Contractor shall collect curbside Recycling Materials every other week from the authorized curbside recycling carts to be provided by the Contractor. Recyclables shall be collected on the same days corresponding to Trash Collection days.

The color and labeling of the recycling carts must distinguish them from the trash carts and yard waste carts.

4.3. Point of Collection

All recyclable Collection Service will occur at the curb, with the exception of customers who have requested "Walk-Up" Collection Service.

4.4. Curbside Collection Schedule Deadline

If the Contractor determines that the Collection of Recyclables will not be completed by 6:00 p.m. on the scheduled Collection day, the Contractor shall notify the City by 3:30 p.m. that same day and request an extension of the Collection hours. The Contractor shall inform the City of the areas not completed, the reason for non-completion and the expected time of completion.

4.5. Procedure for Handling Non-Recyclable Materials

If Contractor's collection vehicle driver observes that a resident has set out materials for recycling other than those listed on Appendix D, the driver shall use the following procedure: Contractor shall leave the cart with non-targeted materials and leave an "education tag" indicating acceptable materials and the proper method of preparation.

4.6. Records of Non-Participants

The Contractor shall keep records of eligible households that do not regularly participate in curbside recycling. All non-participating addresses shall be reported to the City as part of the Provider's annual reports. The Contractor may make recommendations for improving this method and procedure for recording and reporting non-participating households.

4.7 Separation and Weighing of Materials

All Recyclable Materials collected from Customers in Forest Lake pursuant to this Agreement shall be kept separate from other recyclable materials and shall be weighted on designated truck scales with reported to the City as part of the Contractor's annual report to the city. Contractor shall retain truck scale weight tickets for City inspection upon request.

4.8 Recycling of Sharps, Electronics, and Universal Waste Materials

Contractor shall offer Customers the ability to recycle sharps, electronics, and universal waste materials, including lightbulbs and batteries, at an additional cost. Contractor may determine the collection method for these items.

5. YARD WASTE COLLECTION REQUIREMENTS

5.1. Voluntary Yard Waste Subscription Service

Contractor shall provide Customers the option to subscribe to separate Yard Waste Collection Service.

Residents may arrange for special, one-time "pay per bag" (on-call) Collections of Yard Waste even without subscribing. Such arrangements must be made with the Contractor directly.

Contractor shall provide a specific list of Customer instructions for preparing and setting out yard waste carts and compostable yard waste bags.

5.2. Yard Waste Cart Requirements

Contractor shall provide a separate, 95-gallon Yard Waste cart to Customers who subscribe for this additional Yard Waste Collection service. The Yard Waste cart shall have unique labeling (e.g., "Yard Waste"). The Yard Waste cart shall be a separate and consistent color as approved by the City.

5.3. Base Yard Waste Service Level and Allowed Overflow Amounts

Contractor shall allow residents to fill their Yard Waste cart and place up to five (5) compostable bags of overflow Yard Waste next to the Yard Waste cart per week, per Collection without incurring overflow charges by the Contractor. The Contractor may charge a per bag overflow charge for any bags over five (5) bags. The five (5) overflow Yard Waste bags for overflow must be Compostable Bags. The Contractor is not required to remove any Yard Waste bags that are not Compostable Bags. Customers shall be offered the opportunity to subscribe to an additional yard waste cart at an additional cost.

5.4. Scheduled Months for Yard Waste Collection Service

Separate Yard Waste Collection shall be provided from April 15 through November 30, weather permitting.

5.5 Separation and Weighing of Materials

All Yard Waste materials collected from residential dwellings in Forest Lake pursuant to this Agreement shall be kept separate from other Yard Waste materials and shall be weighted on designated truck scales with reported to the City as part of the Contractor's annual report to the city. Contractor shall retain truck scale weight tickets for City inspection upon request.

BULKY ITEM COLLECTION REQUIREMENTS

6.1. Special Bulky Items Collection

The Contractor shall provide Bulky Item Collection on the same day as Trash Collection. Such service shall be offered on a subscription basis. Customers requesting Bulky Item Collection may be required to provide notice at least forty-eight (48) hours prior to the requested pick-up date. Charges for the removal of Bulky Items shall be as shown on the attached Appendix E. Contractor shall have the right to adjust the fees for collection and disposal of Bulky Items once per calendar year during the term of this Agreement. Such adjustment shall not take effect until sixty (60) days after Contractor has provided notice of the fee increase to the City. Contractor shall provide a specific list of instructions

to customers, including instructions for notifying the Contractor of a requested bulk pickup.

7. OTHER COLLECTION SERVICE REQUIREMENTS

7.1. Separate Christmas Tree Collection Service

Contractor is required to provide removal and disposal of one (1) Christmas Tree free of tinsel, bag, and any other material that is not compostable each calendar year during the term of this Agreement. Removal service shall be provided the first two (2) weeks of January on the same day as Trash Collection at no additional charge to customers. Contractor shall provide a specific list of customer instructions for preparing and setting out Christmas trees, and shall inform Customers of the availability of this service.

7.2. Food Waste and Other Organic Waste

The City may initiate an Organic Waste pilot collection program. The Contractor shall participate with the City in the planning and design of this pilot Collection project. Prices, scope and schedule for any such additional separate Collection Services will be negotiated as part of the planning for this project, with an anticipated launch date sometime in 2021.

7.3. City Clean Up Day Collection

Contractor shall provide a drop site for bulk item, electronic, and special wastes collection and disposal at a discounted rate, to be agreed upon by City and Contractor, for Customers once per calendar year at a location within the boundaries of the City of Forest Lake on a date to be determined by the City for it's annual "City Clean Up Day." Contractor shall pick up all bulk items, electronics, and special wastes dropped off by all Customers, with no limitation on the number of the items dropped off during the Clean Up Day event.

7.4. Walk-Up "Valet" Service

Contractor shall offer Customers the opportunity to subscribe to a walk-up ("valet") service for trash, recycling, and yard waste containers. Such service will require Contractor to pick up the carts next to a garage, walk the carts to the trucks, empty them, and walk the cart back to its original location. The cost for walk-up service shall be that shown in Appendix E. Contractor is only required to offer walk-up service to elderly residents or those with short or long-term physical limitations who meet Contractor's eligibility requirements for this service.

7.5. Collection from designated City buildings, park facilities, and special events

Contractor shall provide, at no charge, trash and recycling containers and weekly Collection Services at the following City buildings and parks. Portable toilets shall be

provided in the quantities requested by the City at the rates shown in Appendix E. Portable toilets shall be serviced at a minimum of once a week.

Facility	Address	Garbage	Recycling	Portable Toilets (April through October unless otherwise designated)
City of Forest Lake	1408 Lake Street South	x	х	
Public Works Shop	843 SW 4th Street	Х	Х	
Bayview Park	1499 Bay Drive SE			x
Beltz Park	720 11 th Avenue SE			Year Round
Cedar Park	2 nd Avenue NW and 7 th St. NW			Х
Fenway Park	5530 206th Street N	х	x	X
Forest Land Nursery	20001 Forest Blvd. N.			Х
Kulenkamp Park	8200 230 th Street			х
Lakeside Memorial Park	95 E. Broadway St.	х	х	
Schiling Park	743 Schiling Circle NW			х
Summerfield park	206 th St. N. & Everton Ave. N.			х
Tower Park	843 4th St. SW			Year Round
Public Works Facility		x-30 yard dumpster required		
Forest Lake Airport	220 Lake Street North	X	Х	

Contractor shall provide trash containers and collection, recycling containers and collection, portable toilets, rollout carts and dumpsters at no charge to the City for the following special events, on dates to be determined by the City and in such quantities as the City may require:

- Fourth of July Celebration
- · Arts in the Park Community Corn Feed
- Tree Lighting Ceremony
- Up to five (5) additional events designated by the City Administrator each calendar year

8. BILLING FOR SERVICES

8.1. Collection and Disposal Fees

All fees related to collection and disposal of trash, recyclables, yard waste, portable toilets, and bulk items are shown on the attached Appendix E. The Collection Fee is inclusive of all costs, including but not limited to fuel surcharges, disposal costs, environmental charges or fees, and cart fees. The Disposal Fee shall be based solely on the tipping fee paid by Contractor at the R&E Center. Contractor may, no more than once a calendar year, adjust the Disposal Fee based on any increase or decrease in the tipping fee charged to Contractor, minus any applicable rebates, for disposal of trash at the R&E Center. No increase in the Disposal Fee shall be effective until sixty (60) days after Contractor has provided information on the increased Disposal Fee to the City. Any attempt by Contractor to increase any rate or fee, other than the once a year increase to the Disposal Fee, shall be null and void and may be considered an event of default and subject the Contractor to the remedies for a default included herein.

Contractor shall be responsible for billing Customers directly and shall at all times offer Customers the ability to pay and receive bills electronically. Contractor may impose late fees in the amount not to exceed ten percent (10%) of the past-due balance may be applied to the account.

8.2. Additional Cart Price

The additional Collection price for each additional Trash cart is contained in Appendix E. This additional cart price is fixed for the term of this Agreement and shall not be adjusted.

8.3. Additional Overflow Trash Bag Price

The additional Collection price for each overflow bag of Trash is contained in Appendix E. This additional overflow Trash bag price is fixed for the term of this Agreement and shall not be adjusted.

8.4. Disposal Fees

All Collection and Disposal fees shall be those shown in Appendix E. Pursuant to Minn. Stat. Sec. 115A.93, subd. 3, trash disposal costs shall increase with the volume or weight of the waste collected and as indicated in Exhibit E and this Section 8 of the Agreement.

8.5. Cart Exchange/Replacement Delivery Fee

All trash, recycling, and yard waste carts shall be purchased and owned by the Contractor. Residents shall be allowed to change their cart size a maximum of once per year without incurring an exchange fee. The Contractor's price to deliver a cart or carts thereafter as an exchange or addition to an existing household, as a one-time price per occurrence, as contained in Appendix E. This additional cart exchange/replacement delivery fee is fixed for the term of this Agreement and shall not be adjusted.

8.6. Extended Leave/Suspended Collection

A Customer who is absent from their residence for a period of thirty (30) consecutive days or more shall be allowed by Contractor to temporarily stop trash and recycling services, including payment obligations. It shall be the Customer's responsibility to request the temporary stop and provide requested stop and restart dates to the Contractor.

9. INSURANCE AND OTHER LEGAL REQUIREMENTS

9.1. Insurance

Prior to the effective date of this Agreement, Contractor shall provide certificates of all insurance required on a form approved by the City. Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Agreement and shall remain continuously in force for the duration of the Agreement. The Contractor shall secure and maintain the following insurance as itemized below.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on an ACORD Insurance Certificate. A thirty (30)-day written notice is required if the policy is canceled. The Contractor shall require any of its sub-contractors, if sub-contracting is allowable under this Agreement, to comply with these provisions.

9.2. Workers Compensation Insurance

Contractor shall provide Workers' Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The Contractor shall also carry Employers' Liability Coverage with minimum limits as follows:

- \$500,000 Bodily Injury by Disease per employee
- \$500,000 Bodily Injury by Disease aggregate
- \$500,000 Bodily Injury by Accident

9.3. Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability insurance in a minimum amount of \$2,000,000 per occurrence; \$3,000,000 annual aggregate during the term of this Agreement. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed

liability. The City, including its elected and appointed officials, employees, and agents, shall be endorsed as additional insured.

9.4. Commercial Automobile Liability Insurance

The Contractor shall maintain Commercial Automobile Liability Insurance, including owned, hired, and non-owned automobiles, with a minimum combined single liability limit of \$2,000,000 per occurrence.

9.5. Additional Insurance Requirements

- The Contractor shall, prior to commencing any services, deliver to the City a
 Certificate of Insurance as evidence that the above insurance coverages are in
 full force and effect.
- The insurance requirements may be met through any combination of primary and umbrella/excess insurance. The City must be added as an additional inured to any umbrella/excess policy.
- The Contractor's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the Contractor's performance under the Contract.
- The Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' written notice for non-payment of premium.
- Any insurance limits in excess of the minimum limits shall be available to the City.
- No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the Contractor under the Contract

9.6. Transfer of Interest

The Contractor shall not assign any interest in the Agreement, and shall not transfer any interest in the Agreement, either by assignment or notation, without the prior written approval of the City. Consent by the City shall not be unreasonably withheld, delayed or qualified. The Contractor shall not sub-contract any services under this Agreement without prior written approval of the City. Failure to obtain such written approval by the City prior to any such assignment or sub-contract shall be grounds for immediate Agreement termination.

9.7. Non-Assignment and Bankruptcy

The parties hereby agree that the Contractor shall have no right to assign or transfer its rights and obligations under said Agreement without written approval from the City. In the event the City or its successors or assigns files for bankruptcy as provided by federal law,

this Agreement shall be immediately deemed null and void relieving all parties of their Agreement rights and obligations.

9.8. Performance Bond

The Contractor shall provide a performance bond in the amount of one million two hundred thousand dollars (\$1,200,000.00) to secure the faithful performance of this Agreement by Contractor conditioned that Contractor shall well and truly perform and carry out the covenants, terms, and conditions of this Agreement in strict accordance with its provisions and shall not be cancellable during the term of this Agreement. The responsibility for renewal is the responsibility of the Contractor. The performance bond shall be executed by a corporate surety company authorized to do business in the State of Minnesota. This Agreement shall be subject to termination by the City at any time if the performance bond shall be cancelled for whatever reason.

The Contractor's performance bond must be in effect as a condition of final execution of this Agreement. The Contractor shall submit adequate documentation of the performance bond for City approval at the time of final execution of this Agreement by Contractor.

9.9. General Compliance

The Contractor agrees to comply with all applicable local, State and Federal laws and regulations governing funds provided under this Agreement. At all times during the term of this Agreement, Contractor shall possess a Regional MMSW Collection and Solid Waste License, Washington County Hauler License, and City of Forest Lake License.

9.10. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties or any type of joint venture. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this Agreement. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Agreement shall be considered employees or subcontractors of the Contractor only and not of the City; and any and all claims that might arise, including worker's compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

9.11. Hiring of Drivers and Staff

Contractor agrees to interview and hire all employees of SRC, Inc., who provided collection services for the City's residential customers pursuant to that 2014 contract between the City and SRC, Inc. for refuse and recycling services and all employees who provided mechanical services for said vehicles if the employment of such employee is terminated by SRC on or before October 1, 2019, provided such individuals meet, at Contractor's sole discretion, Contractor's hiring criteria for similar driver and mechanical

services positions and such employee applies for such positions on or before November 1, 2019.

9.12. Indemnification

The Contractor shall defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from any negligent act or omission or the willful misconduct of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the services provided by this Agreement, any resulting environmental liability that is a result of the negligence or willful misconduct of the Contractor or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this Agreement.

9.13. Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Agreement.

9.14. Retention of Records

Pursuant to Minnesota Statutes Section 16C.05, subd. 5, Contractor agrees that the books, records, documents, and accounting procedures and practices of the Contractor, that are relevant to this Agreement and performance of services under this Agreement, are subject to examination by the City and either the legislative auditor or the state auditor, as appropriate, for a minimum of six (6) years and Contractor shall maintain such records for a minimum of six (6) years after the expiration of this Agreement. Contractor agrees that the City will own and have the right to use, reproduce, and apply as it desires, any data, Collection routes, reports, analyses, and materials which are collected or developed by Contractor and provided to the City as a result of this Agreement.

9.15. Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data disclosure or data privacy or confidentiality. The Contractor must immediately report to the City any requests from third parties for information relating to this Agreement. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

9.16. Inspection of Records

All Contractor records with respect to any matters covered by this Agreement shall be made available to the City or its designees at any time during normal business hours, as

often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

9.17. Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Washington, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

9.18. Agreement Default and Termination

The City reserves the right to terminate this Agreement at any time on sixty (60) days written notice to the Contractor for failure of Contractor to carry out and perform its obligations under this Agreement to the satisfaction of the City as determined solely by the City. Such event of default shall result in the Surety on the Performance Bond assuming the Agreement.

This Agreement shall terminate, and neither party nor the officers of the City shall be liable for further performance after the termination if it shall become invalid by reason of any present or future law other than an ordinance of the City.

9.19. City's Claim for Damages

Failure by Contractor to conform to the provisions of this Agreement may also result in cash claims by the City, in addition to the Financial Penalties listed in Section 2.31, for any damages to the City as a result of Contractor's failure to perform. The City shall inform Contractor of such failures in writing. Contractor shall have seven (7) days from the date of notice to correct such failures before a penalty may be invoked. In the event of such failure, Contractor agrees to pay, in addition to the actual damages sustained by the City as a result thereof, the reasonable attorney's fees incurred by the City in pursuing any of the rights under the Agreement.

9.20. Employee Working Conditions and Contractor's Safety Procedures

The Contractor shall ensure adequate working conditions and safety procedures are in place to comply with all applicable local, State and Federal laws and regulations. The City reserves the right to inspect on a random basis all trucks, equipment, facilities, working conditions, training manuals, records of claims for Worker's Compensation or safety violations and standard operating procedures documents.

Contractor agrees to comply with all applicable State of Minnesota and Federal employment laws including but not limited to the Fair Labor Standards Act, Minnesota Statutes, Chapters 177 and 181, OSHA, immigration, and equal pay laws.

9.21. Non-Discrimination

Minnesota Statutes, Section 181.59, which prohibits discrimination on account of race, creed, or color in the performance of public contracts, is made a part of this Agreement with the same force and effect as if set forth herein. Contractor shall comply with all state and federal anti-discrimination laws. Contractor agrees that in the hiring, pay, or promotion of any common or skilled labor for the performance of any work under any contract, or any subcontract, no contract, materials supplier, or vendor, nor Contractor, shall discriminate against any persons protected by Minnesota Statute, Section 363A.08, subd. 2, who are legally eligible to work in the United States and who are qualified and available to perform the work to which the employment relates, nor shall Contractor any subcontractor or vendor unlawfully discriminate against any person in the performance of this Agreement.

9.22 Notice

When this Agreement requires notice or approval by either of the parties, said notice or approval shall be sought by notifying the following persons at the following addresses:

To Contractor:

Republic Services

Attn: Bev Mathiasen

8661 Rendova Street N.E.

Blaine, MN 55014

To City:

Pat Casey

City Administrator City of Forest Lake 1408 Lake Street South Forest Lake, MN 55025

9.23. Agreement Amendments

Any amendments to this Agreement shall be valid only when reduced to writing, and duly signed by the parties.

9.24. Severability

If any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Agreement as a whole or any section, subsequent sentence, or clause not adjudged to be invalid so long as the material purposes of this Agreement can be determined and effectuated.

9.25. Right to Require Performance

The City's failure at any time to require performance by the Contractor of any of the specifications in the Agreement shall in no way affect the right of the City thereafter to enforce the same. No waiver by the City of any breach of duties to be performed under the Agreement shall be taken or held to be a waiver of any succeeding failure to perform under the Agreement, nor shall such a waiver of a single breach be taken or held to be a waiver of any specification itself.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have subscribed their names as of the date first written.

CITY OF FOREST LAKE	
By: Mara Bain Its: Mayor	
Attest: Karin Derauf Its: Deputy Clerk	
STATE OF MINNESOTA)) ss. COUNTY OF WASHINGTON)	
On this 5 day of 000, 2019, before said County, personally appeared Mara Bain and he who being each by me duly sworn, each did say the Deputy City Clerk of the City of Forest Lake, the instrument, and that the seal affixed to said instrumof said municipality by authority of its City Council and acknowledged said instrument to be the free act and	tarin Deraur, to me personally known, at they are respectively the Mayor and municipality named in the foregoing nent was signed and sealed on behalf and said Mayor and Deputy City Clerk
Dagaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa	Man.
BRIDGET MCCAULEY NASON Notary Public Minnesota My Commission Expires Jan 31, 2020	tary Public

CONTRACTOR: ALLIED WASTE SERVICES OF NORTH AMERICA, LLC DBA REPUBLIC SERVICES OF THE TWIN CITIES - BLAINE

Ву:	- :
Its:	
Attest:	
Its:	-
Date:	
STATE OF) ss.	
On this day of within and for said County, personally app who being by me duly sworn, did say that Services of North America, LLC dba Repu Delaware limited liability company, and th	, 2019, before me a Notary Public beared to me personally known, to is the of Allied Waste bublic Services of the Twin Cities – Blaine, a last the foregoing instrument was executed on America, LLC dba Republic Services of the
	Notary Public

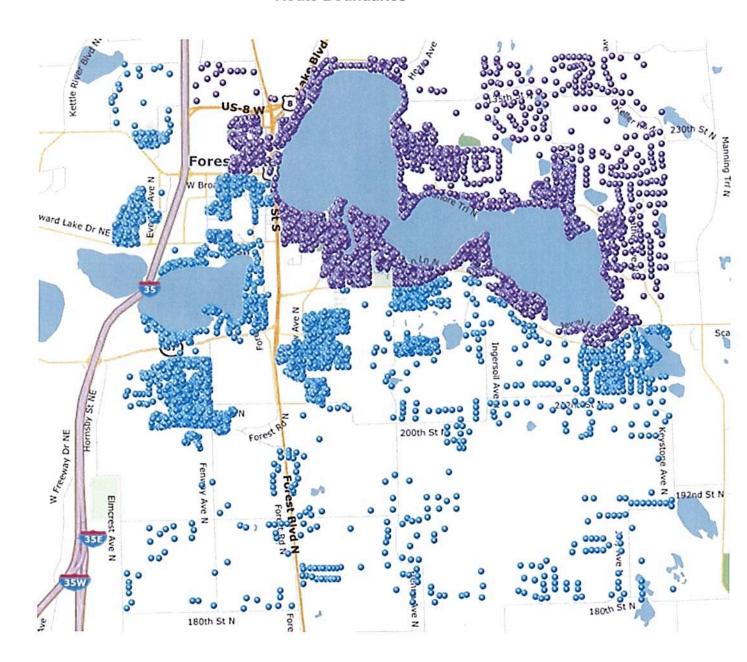
APPENDIX A: DEFINITIONS

Appliances	Household appliance items such as clothes washers and dryers, dishwashers, hot water heaters, heat pumps, furnaces, garbage disposals, trash compactors, conventional and microwave ovens, ranges and stoves, air conditioners, dehumidifiers, refrigerators and freezers.
Bulky Items/Bulk Items	Large items including appliances, bicycles, mattresses, and other large items.
City	The City of Forest Lake, Minnesota, a Minnesota municipal corporation.
Collection	The aggregation of material from the place where it is generated and includes all activities up to the time the materials is delivered to a solid waste facility.
Collection	The provision of trash, recycling, yard waste, and bulk item
Services	collection and disposal services and all related tasks and services under this Agreement.
Contractor	Allied Waste Services of North America, LLC dba Republic Services of the Twin Cities – Blaine.
Curbside	That portion of the right-of-way adjacent to paved or traveled City roadways.
Customer	Any residential household containing four or fewer dwellings that is required to utilize Contractor for the Collection Services.
Electronics	Computers, including tablet computers and laptops, peripherals, printers, facsimile machines, DVD players, video cassette recorders, video display devices, and other devices as required under the Minnesota Electronics Recycling Act.
Material	A facility where recyclables are received, sorted, processed,
Recovery	stored, and shipped to end markets or other intermediate
Facility	processors to ultimately be recycled.
Mixed Municipal Solid Waste	Has the meaning prescribed in Minnesota Statutes Section 115A.03, subd. 21.
Prohibited Items	(1) Hazardous Waste; (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by applicable law; or (3) any otherwise regulated waste.
Receiving Facility	The agreed upon location to which the contractor delivers garbage, recycling, or yard waste. The Recycling Facility shall either be a transfer facility or a final processing facility for materials contracted for collection to be delivered to.
Recyclable	The portion of the solid waste that is separated at the source by

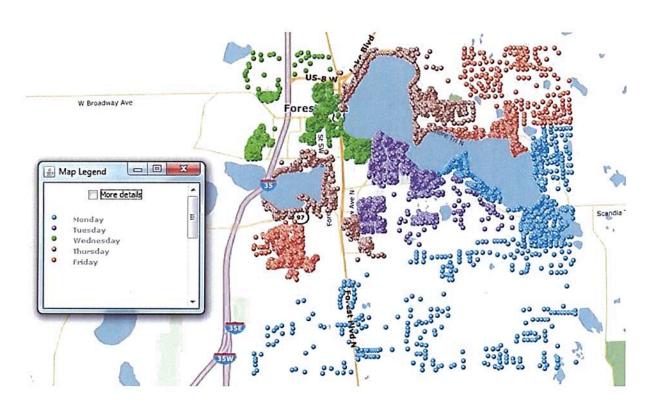
Materials or Recyclables	the generator for the purpose of recycling, and is comprised of materials deemed recyclable and included upon the list of recyclable materials found in Appendix C and any other materials added to that list by Contractor in the future.
R&E Center	Ramsey/Washington Recycling & Energy Center.
Single-Sort	A system where customers place Recyclable Materials into one recycling cart for recycling collection, with the materials later processed at a Material Recovery Facility, including sorting into their individual marketable commodities.
Solid Waste	Has the meaning prescribed in Minnesota Statutes Section 116.06, subd. 22.
Special Wastes	Special wastes shall mean electronics, tires, sharps, and items identified as universal waste items in Contractor's RFP response, including batteries, bulbs, and ballasts.
Tip Fee or Tipping Fee	The fee a waste hauler pays to deposit trash at a disposal site, which can include a transfer station, processing facility, or landfill. It is usually charged by weight, on a per-ton basis.
Trash or Refuse	See "Mixed Municipal Solid Waste"
Walk-Up or Valet Service	An optional service offered by the Contractor to any customer for an extra fee payable directly to the Contractor. In subscribing to this service, the Customer keeps their cart near their garage or house and the Contractor "walks up" to collect their materials and returns the cart to its original location.
Yard Waste	Has the meaning prescribed in Minnesota Statutes, Section 115A.03, subd. 36, which states "Yard Waste" means garden wastes, leaves, lawn cuttings, weeds, shrub and tree waste, and prunings.

APPENDIX B: Route Map and Pick Up Schedule

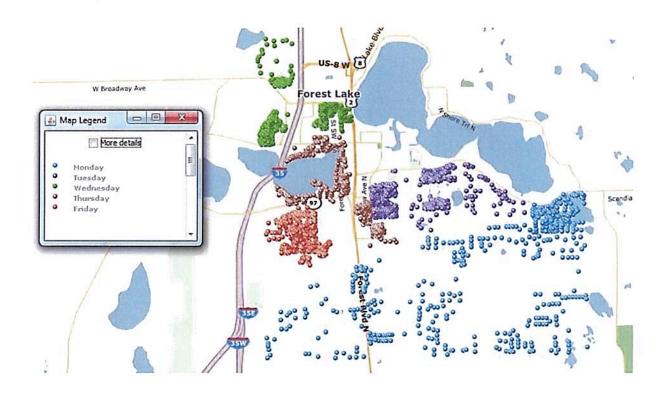
Route Boundaries



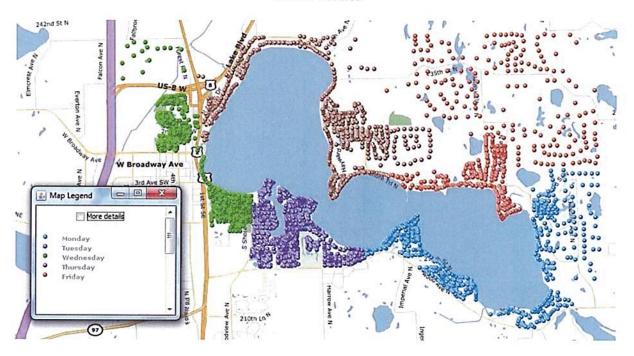
Forest Lake by Day



South Route



North Route



APPENDIX C: LIST OF MATERIALS ACCEPTABLE FOR RECYCLING

The following materials shall be considered acceptable for recycling and may be collected as recyclable materials:

Paper/Fibers

- 1. News Mix (newspapers and inserts)
- 2. Mixed Paper, including
 - a. Mail, office and school papers
 - b. Magazines and catalogs
 - c. Phone books
 - d. Soft cover books
- 3. Corrugated cardboard
- 4. Boxboard, including
 - a. Cereal, cracker, pasta and cake mix boxes
 - b. Toothpaste, medication and other toiletry boxes
- 5. Wetstrength boxes, including pop and beer boxes
- 6. Cartons (rinsed, replace caps)
 - a. Milk, soup, broth, and wine cartons
 - b. Juice Boxes

Glass

- 1. Food and beverage bottles and jars (remove lids), including
 - a. Flint (clear), Amber (brown) and Emerald (green) glass

Plastics

- 1. All plastic bottles, jugs, cups, containers, and toy and electronic packaging with a resin code of #1, #2, #3, #4, #5, #6, and #7
- 2. Bulky rigid household plastics, including
 - Bulk grad plastics such as laundry baskets, large plastic tubs, plastic potted plant containers, plastic furniture, plastic coolers with a resin code of #1-#5

Metals

- 1. Food and beverage cans
- 2. Aluminum food and beverage containers-aluminum soda and beer cans, cat food cans, etc.
- 3. Foil and trays
- 4. Steel bottomed cardboard cans
- 5. Clean scrap metal
 - a. Old metal pots, metal pans, metal cook wear-no glass tops
 - b. Metal mail holders, metal door knobs, metal bakeware, metal flatware
 - c. Empty, dry steel latex paint cans

d. Metal shovel ends, metal shelving and brackets, tools
Contractor may add additional recyclable materials to this list at any time.

APPENDIX D: BULKY ITEM DISPOSAL FEES

Item	Cost/Item
Bathtub	\$30
Bed	\$30
Bike	\$20
Carpet	\$1.50/yard
Chair-kitchen type	\$15
Chair-upholstered	\$20
Construction Debris	Will Quote
Couch (regular or love seat)	\$30
Door	\$20
Dresser	\$20
Electronics-small (DVD & CD player)	\$25
Electronics- large (< 27-inch TVs, Appliances & Computer monitors)	\$50
Electronics-extra-large (projection & console TVs > 27 inch)	\$75
Exercise Equipment	\$30
Freezer	\$30
Garage Door, tracks, and opener	\$20
Gas Grill - no tanks	\$20
Grill - other	\$20
Hide-a-bed	\$40
Lawnmower-fluids drained	\$20
Mattress	\$30
Pallets	\$5
Sink	\$30
Swing set	Will Quote
Table	\$30
Toilet	\$15
Vacuum	\$15
Water Softener	\$30
Window	\$30

APPENDIX E: TRASH, RECYCLING, AND YARD WASTE COLLECTION AND DISPOSAL FEES

Monthly Refuse Collection Fee

Service Level	Aug 5, 2019- Dec 31, 2019	Jan 1 - Dec 31, 2020	Jan 1 – Dec 31, 2021	Jan 1 – Dec 31, 2022	Jan 1 – Dec 31, 2023	Jan 1 – Dec 31, 2024
35-Gallon weekly	\$8.00	\$8.14	\$8.42	\$8.71	\$9.01	\$9.33
65 Gallon weekly	\$8.00	\$8.14	\$8.42	\$8.71	\$9.01	\$9.33
95-Gallon weekly	\$8.00	\$8.14	\$8.42	\$8.71	\$9.01	\$9.33

Monthly Disposal Fee

Disposal charges related to the cost of trash tipping fees at the Ramsey/Washington Recycling & Energy Center (R&E Center) shall be itemized on the Customer's bill as a separate item from collection charges. Monthly disposal fees for subsequent years may be adjusted proportional to the change (up or down) of the actual R&E Center tipping fees charged to Contractor for disposal of trash from Customers pursuant to this Agreement minus any applicable rebates for each future adjustment. At no time during the term of the Agreement shall the Monthly Disposal Fee be adjusted to include a fuel surcharge or any other fees.

Service Level (per cart)	August 5, 2019 to December 31, 2020		
35-gallon weekly	\$4.00		
65-gallon weekly	\$5.00		
95-gallon weekly	\$6.00		

Monthly Refuse Collection Fees for Additional Cart(s)

Service Level	Aug 5, 2019- Dec 31, 2019	Jan 1 - Dec 31, 2020	Jan 1 – Dec 31, 2021	Jan 1 – Dec 31, 2022	Jan 1 – Dec 31, 2023	Jan 1 – Dec 31, 2024
35-Gallon weekly	\$4.00	\$4.07	\$4.21	\$4.36	\$4.51	\$4.67
65 Gallon weekly	\$4.00	\$4.07	\$4.21	\$4.36	\$4.51	\$4.67
95-Gallon weekly	\$4.00	\$4.07	\$4.21	\$4.36	\$4.51	\$4.67

Note: Monthly Disposal Fees listed above will be applied for each additional refuse cart.

Monthly Refuse Collection Fees-Bagged Overflow

Service Level	Aug 5, 2019- Dec 31, 2019	Jan 1 - Dec 31, 2020	Jan 1 – Dec 31, 2021	Jan 1 – Dec 31, 2022	Jan 1 – Dec 31, 2023	Jan 1 – Dec 31, 2024
Overflow Bag- Refuse	\$2.75	\$2.75	\$2.75	\$3.00	\$3.00	\$3.00

No Monthly Disposal Fees shall be imposed for the collection of Bagged Overflow.

Every Other Week Recycling Collection Fees

Service Level	Aug 5, 2019-Dec 31, 2019	Jan 1 - Dec 31, 2020	Jan 1 – Dec 31, 2021	Jan 1 – Dec 31, 2022	Jan 1 – Dec 31, 2023	Jan 1 – Dec 31, 2024
Recycling Processing Fee (fixed)	\$1.67	\$1.70	\$1.76	\$1.82	\$1.88	\$1.95
35-Gallon every other week collection	\$3.50	\$3.56	\$3.68	\$3.81	\$3.94	\$4.08
65 Gallon every other week collection	\$3.50	\$3.56	\$3.68	\$3.81	\$3.94	\$4.08
95-Gallon Every other week collection	\$3.50	\$3.56	\$3.68	\$3.81	\$3.94	\$4.08
Total Recycling Monthly Rate	\$5.17	\$5.26	\$5.44	\$5.63	\$5.82	\$6.03

Monthly Yard Waste Collection Fee

Service Level	Aug 5, 2019- Dec 31, 2019	Jan 1 - Dec 31, 2020	Jan 1 – Dec 31, 2021	Jan 1 – Dec 31, 2022	Jan 1 – Dec 31, 2023	Jan 1 – Dec 31, 2024
95 Gal Weekly collection (April- November), plus up to five (5) compostable bags	\$14.83	\$14.83	\$14.83	\$15.00	\$15.00	\$15.00
For each additional compostable bag weekly (>5 bags)	\$3.00	\$3.00	\$3.00	\$3.20	\$3.20	\$3.20

Additional 95-	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
Gallon Yard				***************************************		1
Waste Cart						
(cost is per					1	
SEASON)						

Cart Exchange/Replacement Delivery Fee

Service Level	Aug 5, 2019- Dec 31, 2019	Jan 1 - Dec 31, 2020	Jan 1 – Dec 31, 2021	Jan 1 – Dec 31, 2022	Jan 1 – Dec 31, 2023	Jan 1 – Dec 31, 2024
Per Delivery	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Monthly Walk-Up (Valet) Fee

Service Level	Aug 5, 2019- Dec 31, 2019	Jan 1 - Dec 31, 2020	Jan 1 – Dec 31, 2021	Jan 1 – Dec 31, 2022	Jan 1 – Dec 31, 2023	Jan 1 – Dec 31, 2024
Walk up (Valet)	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00

No-Out Fee (Cost per occurrence to return to a customer's address to pick up refuse and recycling not out by scheduled pick-up time)

Service Level	Aug 5, 2019- Dec 31, 2019	Jan 1 - Dec 31, 2020	Jan 1 – Dec 31, 2021	Jan 1 – Dec 31, 2022	Jan 1 – Dec 31, 2023	Jan 1 – Dec 31, 2024
Per Occurrence	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Monthly Refuse and Recycling Pick Up at City Buildings, Parks and Special Events

Service Level	Aug 5, 2019- Dec 31, 2019	Jan 1 - Dec 31, 2020	Jan 1 – Dec 31, 2021	Jan 1 – Dec 31, 2022	Jan 1 – Dec 31, 2023	Jan 1 – Dec 31, 2024
Per Occurrence	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Portable Toilets at Parks (May-October) and Special Events

Service Level (Cost Per unit/month)	Aug 5, 2019-Dec 31, 2019	Jan 1 - Dec 31, 2020	Dec 31, Dec 31, Dec 31,		Jan 1 – Dec 31, 2023	Jan 1 – Dec 31, 2024
Regular	\$210.00	\$217.00	\$225.00	\$233.00	\$241.00	\$249.00
Handicapped Accessible	\$250.00	\$259.00	\$268.00	\$277.00	\$287.00	\$297.00

November 2, 2023

TO: Honorable Mayor and City Council

FROM: Patrick Casey, Administrator

SUBJECT: Refuse and Recycling Contract Extension.

In 2019 the City of Forest Lake issued a bid for refuse and recycling services. Following a review of the bid package and pricing model the City awarded a five year contract to Republic Services. The initial contract term will expire on December 31, 2024. In addition the contract allows for two five year extension periods. Republic has requested that the City Council approve an extension of the contract for an additional five years, 2025 to 2029. The timing of this decision is important. If the City Council deems it fit to place this service out to bid it will have to be done immediately. Due to the current lead time for trucks and equipment a competing bidder would have to know soon, if they are the winning bid, so they could order additional trucks and equipment to service the Forest Lake community.

Attached is the pricing proposal from Republic Services. The analysis provides the cost of each service for the next contract period. The analysis includes the cost of the disposal fee. The deposal fee is out of Republic's control and solely determined by Washington/Ramsey County.

A review of Republic's proposed fees, excluding the disposal fees, the requested price increases seem to be in line, and similar to, the recent inflationary and economic pressures that all businesses are experiencing. Staff recommends that the City Council provide direction and authorize staff to negotiate an extension of the contract with Republic Services.

Republic Renewal

2029

15.94

17.19

20.63

	1	Refuse Co	llection Fe	e	Addit	ional Cart	Yard Wast	te Collection Fee
	Contract	35 Gallon	65 Gallon	95 Gallon	Contract 35 Gallo	n 65 Gallon 95 Gallon	95 Gallon	
	Year	Monthly	Monthly	Monthly	Year		No Charge for th	ne first 5 Bags
							Base Per b	oag over 5 Extra Cart
	2019		\$ 8.00	\$ 8.00	2019 \$ 4.00) \$ 4.00 \$ 4.00	2019 \$ 14.83 \$	3.00 \$ 20.00
	2020	\$ 8.14	\$ 8.14	\$ 8.14	2020 \$ 4.0	7 \$ 4.07 \$ 4.07	2020 \$ 14.83 \$	3.00 \$ 20.00
CURRENT CONTRACT PERIOD	2021			\$ 8.42		\$ 4.21 \$ 4.21	2021 \$ 14.83 \$	3.00 \$ 20.00
COMMENT CONTINUE I EMICE	2022	\$ 8.71	\$ 8.71	\$ 8.71	2022 \$ 4.36	5 \$ 4.36 \$ 4.36	2022 \$ 15.00 \$	3.00 \$ 20.00
	2023	\$ 9.01	\$ 9.01	\$ 9.01	2023 \$ 4.53	\$ 4.51 \$ 4.51	2023 \$ 15.00 \$	3.00 \$ 20.00
	2024	\$ 9.33	\$ 9.33	\$ 9.33	2024 \$ 4.6	\$ 4.67 \$ 4.67	2024 \$ 15.00 \$	3.00 \$ 20.00
	2025	\$ 10.40	\$ 10.40	\$ 10.40	2025 \$ 4.88	3 \$ 4.88 \$ 4.88	2025 \$ 15.68 \$	4.00 \$ 25.00
	2026	\$ 10.87	\$ 10.87	\$ 10.87	2026 \$ 5.10	\$ 5.10 \$ 5.10	2026 \$ 16.39 \$	4.18 \$ 25.00
CONTRACT EXTENSION PERIOD	2027	\$ 11.36	\$ 11.36	\$ 11.36	2027 \$ 5.33		2027 \$ 17.13 \$	4.37 \$ 30.00
	2028	\$ 11.87	\$ 11.87	\$ 11.87	2028 \$ 5.57	\$ 5.57 \$ 5.57	2028 \$ 17.90 \$	4.57 \$ 30.00
	2029	\$ 12.40	\$ 12.40	\$ 12.40	2029 \$ 5.82	2 \$ 5.82 \$ 5.82	2029 \$ 18.71 \$	4.78 \$ 35.00
	2 Bi-We	ekly Recycl	ing Collecti	on Fee	Overflo	ow Refuse	No Out Fee	
	Contract	35 Gallon	65 Gallon	95 Gallon	No Charge for	first 3 Extra Bags		
	Year	Monthly	Monthly	Monthly				
	2019		\$ 5.17		2019 \$ 2.7!		2019 \$ -	
	2020	•	\$ 5.26	\$ 5.26	2020 \$ 2.75		2020 \$ -	
CURRENT CONTRACT PERIOD	2021		\$ 5.44	\$ 5.44	2021 \$ 2.75		2021 \$ -	
	2022		\$ 5.63	\$ 5.63	2022 \$ 3.00		2022 \$ -	
			\$ 5.82	\$ 5.82	2023 \$ 3.00		2023 \$ -	
	2024	\$ 6.03	\$ 6.03	\$ 6.03	2024 \$ 3.00)	2024 \$ -	
	2025	\$ 6.03	\$ 6.03	\$ 6.03	2025 \$ 3.14	.	2025 \$ 20.00	
			\$ 6.30	\$ 6.30	2026 \$ 3.28	3	2026 \$ 20.00	
CONTRACT EXTENSION PERIOD				\$ 6.58	2027 \$ 3.43		2027 \$ 20.00	
	2028	\$ 6.88	\$ 6.88	\$ 6.88	2028 \$ 3.58	1	2028 \$ 20.00	
		\$ 7.19			2029 \$ 3.74		2029 \$ 20.00	
	3 Monthly D	Disposal For		I	İ			
	•	•		ا 1r through 20	 29 Subject to actual adjustmen	by Washington/Ramesy County.		
	2023		7.43	•	25. Subject to actual adjustinen	by washington, namesy county.		
	2024		8.54					
	2024	8.73	9.83					
	2025	10.48	11.30					
	2020	12.05	13.00					
	2027	13.86	14.94					
	2028	15.80	14.94	17.94				

Sample Bill	Contract	35 Gallon	35 (Gallon	35 Gallon	65	Gallon	65	Gallon	65 Gallon	95	Gallon	95	Gallon	95 Gallon
	Year	Monthly	\$ C	hange	% Change	M	lonthly	\$ (Change	% Change	M	onthly	\$ C	hange	% Change
Paris Pafras /Paratica Pill	2022	ć 20.70				.	22.26				.	22.75			
Basic Refuse /Recyling Bill		\$ 20.78				\$	22.26				\$	23.75			
with disposal fee (1 + 2 + 3)		\$ 22.35	\$	1.57	7.56%	\$	23.90	\$	1.64	7.39%	\$	25.62	\$	1.87	7.87%
Does Not Include State and County Tax		\$ 25.16	Ş	2.81	12.57%	\$	26.26	Ş	2.35	9.84%	\$	28.23	\$	2.61	10.18%
(County 35% and State Tax is 9.75%)	2026	\$ 27.65	\$	2.49	9.90%	\$	28.47	\$	2.21	8.43%	\$	30.74	\$	2.51	8.89%
	2027	\$ 29.99	\$	2.34	8.47%	\$	30.94	\$	2.47	8.66%	\$	33.54	\$	2.80	9.13%
	2028	\$ 32.61	\$	2.62	8.73%	\$	33.69	\$	2.76	8.92%	\$	36.69	\$	3.15	9.39%
	2029	\$ 35.53	\$	2.92	8.95%	\$	36.78	\$	3.08	9.15%	\$	40.22	\$	3.53	9.62%
Basic Refuse /Recyling Bill without County disposal fee (1+2)	2019 2020	\$ 13.40				\$ \$	13.17 13.40	\$	0.23	1.75%	\$ \$	13.17 13.40	\$	0.23	1.75%
Does Not Include State and County Tax	2021	\$ 13.86	\$	0.46	3.43%	\$	13.86	\$	0.46	3.43%	\$	13.86	\$	0.46	3.43%
(County 35% and State Tax is 9.75%)	2022	\$ 14.34	\$	0.48	3.46%	\$	14.34	\$	0.48	3.46%	\$	14.34	\$	0.48	3.46%
	2023	\$ 14.83	\$	0.49	3.42%	\$	14.83	\$	0.49	3.42%	\$	14.83	\$	0.49	3.42%
	2024	\$ 15.36	\$	0.53	3.57%	\$	15.36	\$	0.53	3.57%	\$	15.36	\$	0.53	3.57%
		\$ 16.43 \$ 17.17	\$ \$	1.07 0.74	6.97% 4.50%	\$ \$	16.43 17.17	\$ \$	1.07 0.74	6.97% 4.50%	\$ \$	16.43 17.17	\$ \$	1.07 0.74	6.97% 4.50%
		\$ 17.17	\$	0.77	4.48%	\$	17.94	\$	0.77	4.48%	Ś	17.94	Ś	0.77	4.48%
	2027	•	•	0.77	4.52%	\$	18.75	Ś	0.77	4.52%	Ś	18.75	Ś	0.77	4.52%
		•	•					Τ.			· ·		Τ.		
	2029	\$ 19.59	\$	0.84	4.48%	\$	19.59	Ş	0.84	4.48%	\$	19.59	\$	0.84	4.48%

One Cart exchange per year - No charge Refuse and Recycling at City Facilities - No Charge Valet Service upon approval \$10

Other

Date: February 26, 2024

To: Members of the Council

From: Mara Bain, Mayor

Re: Commission Appointment Recommendations

The following Commissioners have expressed an interest in continuing to serve on their respective Commissions. After interviews were conducted, the following appointments to Commissions of the City of Forest Lake are proposed:

Commission	Term	Appointee
EDA	Six-Year Term	Eric Langness
Planning Commission	Three-Year Term	Tim Stender
Planning Commission	Tillee-Year Term	Jesse Wagner

Requested Action

The Council is requested to consider and approve the proposed Commission Appointments. If the Council is favorable, the recommended motion is as follows:

"Move to appoint the noted Commissioners to their respective board or commission."

Date: February 21, 2024

Agenda Item: Pickleball Resurfacing Project

To: Honorable Mayor and City Council

From: Dave Adams, Public Works Director

BACKGROUND:

In 2023 there were resident concerns with the cracking at the pickleball courts at Fenway. These concerns were reviewed and found accurate and during the budget process staff included repairs to these courts within the Fenway Improvement Project in the 2024 Park Dedication Fund CIP. The other portion of this project is the rehabilitation of the 5 infields due to safety concerns and lowering of the surrounding fences that have heaved over time. While the City is still planning on completing the entire project in 2024, the Pickleball Court repairs are more time sensitive as the city needs to get onto a contractor's schedule early to ensure the work will be completed this year. Staff solicited quotes for the work and received two bids back. The low bid was received from Upper Midwest Athletic Construction in the amount of \$18,870.

ISSUE BEFORE COUNCIL:

Should the Council accept the low bid and proceed to have the Pickleball Courts crack filled and resurfaced?

PROPOSAL/ANALYSIS:

The approved 2024 CIP includes a budget of \$250,000 for the complete Fenway Improvement Project. Early estimates of the infield rehabilitations and fence lowering point to a cost of approximately \$175,000-\$200,000 so acceptance of this bid and proceeding with this project will keep the city within the approved overall budget of the project.

As far as the actual project goes, the contractor states that the project will take approximately a week to complete. Staff will need to coordinate with the contractor on a tentative schedule, remove the nets a day prior to the project start date, provide a hydrant meter and access to City water supply, and also communicate with residents so that they are aware of the closure in advance.

FISCAL IMPACT:

The fiscal impact of this project would be an planned expense of \$18,870 from the Park Dedication Fund.

RECOMMENDATION:

Approve the bid from Upper Midwest Athletic Construction for Fenway Pickleball Court Resurfacing in the amount of \$18,870.

ATTACHMENTS:

• Upper Midwest Athletic Construction for Pickleball Court Resurfacing Quote.

February 15, 2024

City of Forest Lake 1408 Lake St S Forest Lake, MN 55025

Fenway Park Pickleball Court Resurfacing

We propose the following

Pickleball Court Color Coat System

- 1. Power wash surface to remove loose paint, dirt and debris
- 2. Machine rout all existing cracks and clean with compressed air
- 3. Fill cracks with crack patch binder to level of existing surface with multiple applications and grind smooth
- 4. Apply two coats of sand filled acrylic resurfacer
 - a. 8-10 lbs. silica sand added per gallon of concentrate material
 - b. Coverage: .05-.07 gallons per square yard per coat
- 5. Apply two coats of sand filled acrylic paint
 - a. Color to be selected by owner
 - b. 6 lbs. silica sand added per gallon of concentrate material
 - c. Coverage: .05 gallons per square yard per coat
- 6. Reline per USAPA standards

Total \$18,870

Notes:

Work to be completed spring of 2024 1-year material and workmanship warranty Water access to be provided by owner

Thank you,

Eric Hicks

Upper Midwest Athletic Construction, Inc.

Community Development



Date: February 26, 2024

To: Mayor Bain and City Council Members

From: Abbi Wittman, Community Development Director

Re: EDA Work Plan Discussion

In October, 2023 the EDA held a work shop session to discuss community strengths, weaknesses, opportunities, and threats as a start to the development of a new EDA work plan. In December, 2023 Washington County Economic Development Director Chris Eng reviewed the work shop session findings with the EDA, asking EDA members to rank the Opportunities which the EDA would like to work on in the next 18 months. Based that meeting, Chris has prepared the enclosed *draft* work plan for 2024 and 2025.

The *draft* workplan was reviewed by the EDA at their last regularly-scheduled meeting. Inquiries were made about the EDA's desire to work on additional items – such as branding, community communication, wayfinding signage, and events. Discussions surrounded around which of these activities were city-led, EDA-led, as well as led by community partners and that staff continues to work with the City and its community partners on these items. After discussion, and with minor modifications to the timeline, it was determined the work plan encompassed the work the EDA will need to do in the next two years.

City Council members are being asked to review the enclosed work plan and discuss. If the Council is favorable to the goals, objectives and timelines outlined in the *draft* work plan, staff will bring the final work plan back to the EDA for final approval. It is anticipated final approval will be in March 11, 2024. If the Council is not favorable to the goals, objectives and timelines outlined in the *draft* work plan, the Council should provide direction to staff on modifications needed prior to sending to the EDA for adoption.

Requested Action:

Provide feedback on the *draft* work plan and direction to staff regarding the EDA workplan.

Attached

2024-2025 Draft EDA Work Plan

DRAFT 2024-2026 City of Forest Lake Economic Development Authority Economic Development Work Plan





Forest Lake EDA Mission Statement

To assist and support the economic climate of the City of Forest Lake through programming and communication to achieve the greatest outcome for its citizens and businesses by

- Marketing the City and its assets
- Supporting existing businesses
- Supporting new businesses
- Creating partnerships
- Providing a vision for the future of commercial areas

Strengths, Weaknesses, Opportunities and Challenges

In order to achieve the goals previously identified, several opportunities and challenges were identified by EDA members in order to inform future action steps. This was done at the EDA's October 9, 2023 workshop in which Washington County Economic Development Director led EDA members and Forest Lake Area Chamber Director, Nannette LaNasa in a brainstorming session.

Strengths

- Growing but room to expand/availability of land for residential and business growth
- Good/State of the Art Schools that serve many communities
- Small, lakeside community
- Vibrant array of large and small businesses (both franchise and locally-owned) that serves as a regional hub/destination
- Far enough away from metro but close enough within 30 minutes
- Active business leadership (in schools)
- Reasonable tax rate
- Room to preserve local history
- Room to improve transportation options
- Build stronger relationship/partnerships with business and community leaders
- Highlight successes of business, schools and community and increase leadership opportunities

Weaknesses

- Citizen education (how the city works, how taxes work) and public communication of local news
- The 'what is next' for vibrant downtown redevelopment
- Lack of City control for downtown redevelopment
- HWY 61 and Broadway corridors are not controlled by the City
- Infrastructure improvements (including repair and replacement) to make development easier and/or more appealing
- Self-identity (entrance monuments)
- Better planning for parks and trails
- City Codes and Ordinance development/update
- Community design/cohesion (especially in downtown area) guidelines and ordinances
- Enforcement (theatre)
- Transportation (especially when crossing county lines) and safety concerns related
- Parking downtown
- Business/Resident retention efforts
- Mixed use land use/zoning district which is widely affected by market factors and much is being developed as multiple-family residential

Opportunities

- Communication with residents (newsletter?) that is easy to get to/retrieve as well as steer the ship as we develop out
- Downtown redevelopment (with parking)
- Infrastructure (road, trails, park dog park) development/redevelopment
- Push harder on the Headwaters 123 parcel
- Create opportunities for businesses and good jobs
- Seek out and fix the stumbling blocks (process, zoning, code, etc.)
- Business retention (willingness to help)
- Financial room from historical under-investment
- Creation of a 'better downtown' and continued evolvement of the area
- "Historic Downtown" (Lakeside Memorial Park) and Parking
- Planning as large player but has been small-town feel. We need to plan for big community.
- Work on community branding (all signage the same) trail signage, monument signage
- More promotion (trade fairs attendance)
- Working with planning/zoning staff to input
- Consult with younger generation to see what they would like to see in their community, visit and stay
- Youth leadership
- Identify 'look and feel' of downtown area (what do we want, how do we want to look)
- Work with neighbors on regional infrastructure development and seek alternative funding sources

Threats

- Roadway ownership and improvement scheduling
- Natural resources preservation/protection and impact on local development
- Economy
- Watershed District
- Met Council (housing density requirements)
- Cost of housing
- Balance of the Single and Multi-family
- Growth rate and responsibility
- Older homes are being bought and being turned into rentals
- Home ownership trends
- Neighbor community development/Wisconsin non-residential tax rate

Goal 1 – Review public financial assistance policies and procedures and make recommendations to the City Council

A. **Action Step:** The Forest Lake EDA will review and make recommendations to the City Council on Business Subsidy, TIF, Tax Abatement, and Incentive Forgivable Loan.

Deliverable: By End of Q4, 2024 – Completion of all policies in 1-3 month segments each

Program Costs: Staff Time

B. **Action Step:** The Forest Lake EDA will assist the City Council in identifying uses for and distribution of new state Local Affordable Housing Aide (LAHA).

Deliverable: Q2 2024 – Identify potential LAHA Uses

Q2 2025 - Establish LAHA Program Use Policies

Program Costs: Up to \$300,000 per year funded by State of MN sales tax dollars/ Staff

Time

Goal 2 – Study and support opportunities for growth, development, and redevelopment

A. **Action Step:** Develop the SW Area Infrastructure Phasing Study by applying for EPA and/or Predevelopment Finance Fund grant funding through the Washington County CDA.

Deliverable: Q1, 2024 – Apply for Grant

Q4, 2024 - Completion of Phasing Study

Program Costs: Up to a 50:50 match

Staff and Consultant Time

B. **Action Step:** Refine, promote, and implement the downtown plan by engaging with diverse stakeholders to encourage downtown development and redevelopment opportunities.

Deliverable: Q2, 2024 – Finalize Shoreline Stabilization and Boat Launch Relocation

Study

Q4, 2024 – Determine 2025 downtown priorities

Ongoing - Meet with local businesses and landowners to discuss downtown

needs

Program Costs: Staff Time

C. Action Step: The Forest Lake EDA will continue to promote the business incentive programs upon reviewing the policy and after EDA/Council approval.

Deliverable: Annually - Determine the number of potential forgivable loans

Ongoing – Continue to update the City's *Invest in Forest Lake* website with

incentive program materials

Program Costs: Staff Time \$5,000/Abatement

Goal 3 - Support marketing efforts for the sale and development of Headwater 123

A. **Action Step:** Define and build consensus on what success looks like and educate all team members on the benefits of the defined desired outcomes.

Deliverable: Q1-2, 2025 - Consensus building workshops will be held by the EDA and

City Council.

Program Costs: Staff Time

B. **Action Step:** The EDA will conduct an RFP for developers/partners to purchase and develop the Headwaters 123-acre property.

Deliverable: Q3-Q4 2025. An RFP will be developed and sent out to the development

community, brokers and interested parties to partner with the city on the

future development of the Headwaters 123 acre site.

Program Cost: Staff Time

C. **Action Step:** Continue to support the efforts of the MN Technology Corridor by actively marketing the Headwaters 123 acres as a premier property for technology-based businesses within the corridor.

Deliverable: Ongoing – Continue to update City's *Invest in Forest Lake* website with

current materials for the Headwaters 123 parcel and business park listings

Program Costs: Staff Time

D. **Action Step:** Partner with Washington County CDA and attend Real Estate and Development Trade Shows and the annual MNCAR event to promote and market the Headwaters 123 site.

Deliverable: Annually – Attend Annual MNCAR Expo

Ongoing – Attend MN Real Estate Journal Development Summits. Ongoing - Circulate marketing brochures, banners and web-based promotional materials in conjunction with the listing broker.

Program Costs: \$500 for tradeshow booth displays and marketing collateral

Staff Time

Commissioner Time

Appendix A

Definitions

What is Economic Development? No single definition incorporates all of the different strands of economic development. Typically, economic development can be described in terms of objectives. These are most commonly described as the creation of jobs and wealth, and the improvement of the quality of life. Economic development can also be described as a process that influences growth and restructuring of an economy to enhance the economic well-being of a community.

The main goal of economic development is to improve the economic well-being of a community through efforts that entail quality job creation, job retention, tax base enhancements and quality of life. It is therefore worthwhile to define economic base, a good job, and quality of life as it will relate to the recommendations of this document. As there is no single definition for economic development, there is no single strategy, policy or program for achieving successful economic development in Forest Lake. Thus, the plan laid out in this document is developed from a comprehensive and broad-based perspective.

What is an Economic Base? The basic component of an economic base is the production of goods and/or services that are exported, bringing outside wealth into the area. The economic base theory argues that economic development occurs when there is an expansion of the economic base, producing direct, indirect and induced benefits.

Economic development organizations (including the Forest Lake EDA) strive to expand the economic base, producing direct economic benefits. As the export base grows, bringing more wealth into a community, a portion of these receipts is spent on local consumption creating a multiplying effect. The rounds of spending create indirect and induced economic benefits, thereby creating an expansion of jobs, income, value-added – in short, economic development.

What is a Good Job?

A good job is one that is stable and safe, with sufficient work hours, a predictable schedule and has wages and benefits that can support households, families and communities.

Appendix B

Demographic Characteristics

Insert data from the CDA's economic development website:

https://www.eastmetromsp.org/communities/forest-lake/p/v/data/item/782/forest-lake#population