

Lakeland Shores City Council Meeting  
August 3, 2017, 6:30 p.m.  
Lakeland City Hall



*a special place to be!*

- 1) Regular Council Meeting
  - Call to Order
  - Roll Call
  - Pledge of Allegiance
  - Adopt Agenda
  
- 2) Consent Agenda (Items may be pulled for discussion and/or separate action)
  - A) Approve June 1, 2017 City Council Meeting Minutes
  - B) Approve Monthly Claims and Financial Reports
  
- 3) Public Comments
  - A. Kandis Hanson, MNSPECT, 1<sup>st</sup> Half Activity Report
  
- 4) Unfinished and New Business
  - A) Lease Agreement with City of Lake St. Croix Beach
  - B) Elections JPA, Washington County
  - C) Appointment to Recycling Collaboration Board
  - D) 2017 Street Improvements, Contractor Application for Payment No.1
  
- 5) Council and Staff Reports
  - A) Roads Commissioner Report
  - B) Treasurer Report
  - C) City Clerk/Zoning Administrator Report
  - D) Mayor and Council Reports
  
- 6) Agency Reports
  - A) Washington County Sheriff Report
  - B) Fire Department Report
  - C) Building Permit Report
  - D) Engineering Report
  
- 7) Adjourn

# Lakeland Shores City Council Meeting Minutes | 2017 June 1

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Regular City Council Meeting  
Lakeland City Hall

**Lakeland Shores City Council Meeting Call to Order:** Mayor Brian Zeller opened the June 1, 2017 City Council meeting at 6:30 p.m.

**Roll Call:**

**Council Present:** Mayor Brian Zeller, Council Member Tom Wilson, Council Member John Bischoff, Council Member Tim Schroeder, and Council Member Randy Kopesky

**Council Absent:** None

**Staff Present:** City Treasurer Tom Niedzwiecki, Interim City Clerk; **Staff Absent:** City Attorney Dave Magnuson; City Engineer John Parotti

The Pledge of Allegiance was said.

**Review and Approve Meeting Agenda: Mayor Zeller made a motion to adopt the agenda; Council Member Wilson seconded. All ayes, 5-0. Agenda Adopted.**

**Review and Approve Consent Agenda** (Items may be pulled for discussion or separate action):

- A) Approve May 4,, 2017 City Council Meeting Minutes
- B) Approve Monthly Claims and Financial Report

**.Council Member Schroeder made a motion to approve Consent Agenda as presented; Council Member Wilson seconded; All ayes, 5-0. Consent Agenda approved.**

**Public Comments:** Ms. Natalie Warren, St. Croix River Association came forward and updated the Council on current projects to bring a great awareness to river way regulations. Currently a guide has been produced and panel cards have been developed with the goal of prevention and developing best practices.

**Washington County Sheriff's Report:** There was no report.

**Fire Department Report:** There was no report.

**Building Permit Report:** There was no report.

**Engineering Report:** City Engineer Parotti provided a memo relating to the 2017 street improvement project, preconstruction meeting for that project as well as the current trail project.

**Consideration of Resolution No. 2017-06-01, Renewal of Liquor License, Shiners LLC:** Shiner's LLC has applied for a liquor license renewal as their current liquor

license period ends 7/15/2017. The resolution for the City's license holder that submitted their renewal is attached and states approval is based on the outlined conditions.

Staff is requesting a motion, second and vote be taken for the liquor license renewal based on the state approval, insurance, background checks and all fees paid.

**Council Member Schroeder made a motion to adopt Resolution No. 2017-06-01 as presented; Council Member Wilson seconded; All ayes, 5-0. Bid awarded.**

**Consideration of Gambling:** The St. Paul Festival and Heritage Foundation has applied for a Premises Permit for charitable gambling at Shiners Bar and Grill. The organization is a licensed 501 (C)(3) nonprofit. The application as well as a Lease Agreement was included in the Council packets.

**Council Member Schroeder made a motion to approve charitable gambling permit for the St. Paul Festival and Heritage Foundation at the Shiner's Bar and Grill location, as presented; Council Member Bischoff seconded; All ayes, 5-0. Gambling Permit approved.**

**Consideration of Ordinance No. 74, Solid Waste:** In an effort to update the City's solid waste management Ordinance and obtain a RFP for participating communities, a consultant to Washington County, has reviewed the City of Lakeland Shores ordinances that pertain to solid waste management in the City.

Per Ms. Young, Foth Environmental, the City's solid waste ordinances have not been updated for a considerable period of time. Modifications to the ordinances required by changes to State law or County ordinances are attached in the attached draft Ordinance. Highlights of the suggested updates to the Ordinance include:

- ◆ Definitions are updated to be consistent with definitions in State law and County ordinances.
- ◆ Provision has been made for collection of Source Separated Organic Materials (SSOM) when the regional collection system has matured to offer those services in the City.
- ◆ Requirements for licensing of private haulers include provisions for the hauler to provide a schedule of rates, documentation of fees to be charged to customers, certification that employees have undergone background checks for offenses such as felonies, and updated insurance requirements and reporting requirements.

- ◆ The hours of hauler operations are specified as 7:00 a.m. though 6:00 p.m.
- ◆ Weekly recycling service is specified if the City does not provide recycling service. Weekly recycling service is considered to be a best practice.
- ◆ Customer-service requirements are specified.
- ◆ Administrative Penalties are contained in the draft, to be used if haulers fail to comply with Ordinance requirements. This is a streamlined process for the City to achieve compliance with the Ordinance.

In addition, other recommended changed are outlined in the draft ordinance and noted as follows:

- The Ordinance draft refers to the 2040 Comprehensive Plan
- Trash/Hauler License \$80.00
- The Ordinance draft does not refer to specific amount of hauler fees but rather includes language that requires a variable rate billing structure in accordance with State Law
- Current bonding license at \$5,000
- The Ordinance draft refers to having a designated collection day. However, the ordinance does not need to expressly state the date as the joint contract will include that
- The Ordinance draft states the hauler “must” provide containers
- The Ordinance draft requires haulers to participate in an annual clean-up day as part of their license obligations

**Council Member Wilson made a motion to approve as presented; Council Member Schroeder seconded: All ayes, 5-0. Ordinance No. 74 approved.**

**Consideration of Resolution No. 2017-06-02, Authorization of Summary**

**Publication:** Resolution No. 2017-06-02 authorizes a summary publication of Ordinance No. 74.

**Mayor Zeller made a motion to adopt Resolution No. 2017-06-02 as presented; Council Member Bischoff seconded: All ayes, 5-0. Resolution No. 2017-06-02 approved.**

**Proclamation of Appreciation:** Mayor Zeller read the Proclamation of Appreciation for Fire Chief Kris Peterson.

**Accessory Building Ordinance:** Council Member Kopesky advised he would like to put up a carport and a carport is not an accessory structure. He would like to review the City ordinance to ensure everyone is on the same page about allowing these types of

structures. A carport does fall out of all jurisdictions and the building official advised it is a structure and a building permit would be required.

Mayor Zeller advised the City's definition of structure is very clear. Temporary structures are not addressed and those should be defined in the ordinance. He requested copies of other community's accessory building ordinance for review at a potential work session in August

It was the consensus of the Council to review other communities ordinance relating to accessory buildings schedule a future work session for discussion.

**Roads Commissioner Report:** Road Commissioner Bischoff advised this is time for buckthorn and requested residents cut back their buckthorn.

**City Treasurer Report:** City Treasurer Niedzwiecki reviewed outstanding escrow issues and noted the bill pay to Washington County for assessment services. It was determined a bill would be sent to the outstanding escrow applicant to include a \$42.00 recording fee. He added a preliminary budget will be sent out in July. A work session will be scheduled prior to the August Council meeting and a preliminary budget will be sent to the Council in July.

Mayor Zeller indicated the Interim Clerk is willing to stay on with the City for a while and authorization should be made for her to purchase any needed supplies.

**Council Member Kopesky made a motion to authorize a card for the Interim Clerk with a limit of \$1,000.00; Council Member Wilson seconded the motion; Motion carried 5-0; Authorization carried.**

**City Clerk/Zoning Administrator Report:** Interim City Clerk Points reviewed a memo from the League of Minnesota Cities relating to bill pay in absence of a regular City Council meeting. A bill summary will be sent to the Clerk to send to the City Council in the absence of a regular meeting. A summary of the June bills will be provided to the City Council for review.

**Mayor and Council Reports:**

**Council Member Kopesky:** No report.

**Council Member Bischoff:** Council Member Bischoff inquired about the response time relating to the current zoning complaint.

**Mayor Zeller:** Mayor Zeller advised he would still like to pursue a Local Board of Review relating to property values and the assessor. He requested the regular July meeting be cancelled if there are no agenda items. He advised he has talked to Mark Nagel about the Comprehensive Plan updates and that work can be accomplished at a rate of approximately \$35 per hour for 60 hours.

**Council Member Schroeder:** Council Member Schroeder commented on seeing many properties within the community that are in bad shape.

**Council Member Wilson:** Council Member Wilson provided the fire department runs for the month and requested resident's clear tree branches from the roadway. The budget has been completed and is approved.

**Adjourn:** Council Member Wilson made a motion to adjourn the meeting; Council Member Schroeder seconded the motion; All ayes; 5-0; Motion carried. Mayor Zeller adjourned the meeting at 8:12 p.m.

City Council of Lakeland Shores

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Brian Zeller, Mayor

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Interim City Clerk

DRAFT

## **AGENDA ITEM 4A**

**STAFF ORIGINATOR** City Clerk  
**MEETING DATE** August 3, 2017  
**TOPIC** Lease Agreement, City Hall Use, Lake St. Croix Beach

### **BACKGROUND**

The City previously had a lease agreement with the City of Lakeland for use of the Town Hall. The City indicated interest in a change in location for City meetings.

The City of Lake St. Croix Beach has provided consent for the City to utilize their building and Council Chambers for City meetings at a fee of \$100 per month, each additional meeting night at a fee of \$50, based on availability.

The City of Lakeland incurs the cost for the video technician for recordings. The attached lease agreement is similar to the previous agreement with Lakeland

### **OPTIONS**

- 1) Approve City Hall Use Agreement as presented
- 2) Approve City Hall Use Agreement with revisions
- 3) Deny City Hall Use Agreement

## LAKE ST. CROIX BEACH CITY HALL USE AGREEMENT

THIS AGREEMENT by and between CITY OF LAKE ST. CROIX BEACH, a Minnesota municipal corporation, with its principal offices located at 16455 20th Street South, Lake St. Croix Beach, Minnesota 55043 (the "City"), and the City of Lakeland Shores, Minnesota, (the "User"), is effective this day of August, 2017.

WHEREAS, the City owns the premises located at 616455 20th Street South Lake St Croix Beach, Minnesota 55043; and

WHEREAS, User desires to use the premises for the purpose of conducting meetings for the City of Lakeland Shores; and

WHEREAS, City has agreed to allow User to use the building in accordance with the following terms and conditions.

### AGREEMENT

1. City agrees to provide access to User for the use of the premises located at 16455 20th Street South, Lake St Croix Beach, Minnesota, for the following purposes:
  - Conducting meetings of the City of Lakeland Shores in Council Chambers.
  - 1. Use of audio-video equipment to record public meetings at City Hall.

The City Clerk is designated as the contact person for User. Contact person can be reached at 651-436-1789. The City Clerk is the contact person for City. All correspondence and communications directed to the City of Lake St Croix Beach shall be directed to the City Clerk.

2. City agrees to allow User to use the premises located at 16455 20th Street South, Lake St. Croix Beach, Minnesota 55043 on the following dates:
  - First Thursday each month for regularly scheduled evening meetings
  - 2. Other meetings as scheduled with the Lake St Croix Beach City Clerk
3. User agrees to pay City \$100.00 per month for August 2017 through August 2018 effective 8/1/17 for use of the premises and audio-video equipment as described under 1. above.
4. User agrees to abide by any rules or regulations for use of the premises that may be promulgated by City, as follows:

- A. The Lakeland Shores Mayor will be provided with the alarm code information. The Lakeland Shores Mayor may provide the alarm to
  - B. code, to Lakeland Shores Deputy Mayor or staff designees on a written list given to the City of Lake St. Croix Beach.
  - C. No alcohol on the premises.
  - D. No Firearms on the premises
  - E. Restore the room, furniture and equipment to original location
5. User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,500,000. User will provide a certificate of insurance to the City at least seven (7) days prior to the next meeting date upon which the User begins to use the above-described premises. The Certificate of Insurance will include that User has made City an "additional insured" on User's policy with respect to the use by User of the above-described premises.
  6. User agrees to hold harmless, indemnify and defend City (including City's agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, emotional injury or property damage which may result for any person using the above-described premises, its entrances and exits, and surrounding areas, for User's purposes, regardless of whether such injury or damage results from the negligence of the City (including City's agents, employees, and representatives) or otherwise.
  7. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User will use including entrances and exits.
  8. User agrees to conduct a visual inspection of the premises including entrances and exits prior to each use and warrants that the premises will be used only if it is in safe condition.
  9. This Agreement may be terminated unilaterally by either party with thirty (30) days written notice to the other party.
  10. User agrees it will not assign *any* of its rights under the Agreement and such assignment will void this Agreement at the sole discretion of the City.
  11. City and User agree that any disputes arising under this Agreement

will be resolved in a mutually acceptable alternative dispute resolution process . If City and User cannot mutually agree upon such a process, the dispute will be submitted to a three (3) member arbitration panel of the American Arbitration Association for final resolution.

12. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

13. This Agreement shall be interpreted in accordance with the laws of the State of Minnesota without regard to its conflict of laws provisions.

**CITY:**  
**LAKE ST. CROIX BEACH**

**USER:**  
**LAKELAND SHORES**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Mayor \_\_\_\_\_

Mayor \_\_\_\_\_

City Clerk \_\_\_\_\_

City Clerk \_\_\_\_\_

## **AGENDA ITEM 4B**

<b>STAFF ORIGINATOR</b>	City Clerk
<b>MEETING DATE</b>	August 3, 2017
<b>TOPIC</b>	Joint Powers Agreement, 2018 Elections

### **BACKGROUND**

Washington County Elections has submitted a 2018 Estimated Election Costs for managing the City's elections. The estimated costs are in the amount of \$9,326.00 for the primary and general elections.

Included and attached with the estimated costs is a Joint Powers Agreement detailing the services provided by the County for managing the elections.

It is unclear the history regarding management of elections in the City of Lakeland Shores so that background has not been provided.

### **OPTIONS**

- 1) Approve Joint Powers Agreement as presented
- 2) Approve Joint Powers Agreement with revisions
- 3) Deny Joint Powers Agreement

**JOINT POWERS AGREEMENT BETWEEN  
WASHINGTON COUNTY AND THE CITY OF LAKELAND SHORES  
FOR THE PURPOSE OF MANAGING THE CITY'S ELECTIONS**

This Joint Powers Agreement is entered into by and between the County of Washington, State of Minnesota (hereinafter "County") and the City of Lakeland Shores, State of Minnesota (hereinafter "City") in order for the County to provide certain election services for the City.

**WHEREAS**, the County has certain election-related duties imposed upon it under Minnesota election law and other relevant state and federal laws; and

**WHEREAS**, the City has certain election related duties imposed upon it under Minnesota election law and other relevant state and federal laws; and

**WHEREAS**, the City and County agree that efficiencies and economies of scale make it desirable for the County to assume some of the City's election related responsibilities; and

**WHEREAS**, MINN. STAT. § 471.59 authorizes local governmental units to enter into joint powers agreements with other governmental units to perform on behalf of that unit any service or function which that government would be authorized to provide for itself.

**NOW, THEREFORE**, pursuant to MINN. STAT. § 471.59 and the various Chapters of the Minnesota Election Laws, the County and City (hereinafter "Parties") agree as follows:

**I. TERM OF AGREEMENT**

- A. This Agreement shall commence on January 1, 2018 and shall terminate when either party gives the other party a notice of termination pursuant to paragraph I.B. of this Agreement. In no event shall this Agreement be terminated prior to December 31, 2018.
- B. This Agreement may only be terminated on January 1 of an odd year. To effect termination, either party must give its notice to terminate to the other

party no later than May 1 of the even year prior to the January 1 termination date.

- C. This Agreement shall only apply to the Statewide Primary Elections, the Statewide General Elections, and any Special Election required.

## **II. COUNTY RESPONSIBILITIES**

The County will assume the following election duties which are assigned to the City under Minnesota election law and other relevant state and federal laws:

- A. The County shall be responsible for recruitment, training and assignment of election judges.
- B. The County shall be responsible for the payment of the election judges' salaries.
  - 1. The amount of salary paid to election judges shall be the salary established by the municipal board prior to a state, county and/or municipal election.
- C. The County shall arrange for the use of optical scan voting systems and attendant polling place equipment for every primary, special or general election identified in this Agreement.
- D. The County will coordinate with the City for the placement and use of City owned election equipment at each polling place.
  - 1. Election Equipment for purposes of this Agreement is defined in Section III.B.1. of this Agreement.
  - 2. In the event that additional or replacement Election Equipment is needed at a polling place, the County shall purchase the Equipment

and bill the City for the cost of this additional or replacement Election Equipment.

3. The County shall store the City Election Equipment in County facilities during the duration of the Agreement.

(a) At the termination of this Agreement, the County will return all City Election Equipment stored in County facilities to the City.

(b) Notwithstanding anything in section II.D.3 of this Agreement that may be to the contrary, the City shall be responsible to replace any lost, stolen, damaged or destroyed City election equipment and will hold the County harmless if any of the City's election equipment is lost, stolen, damaged or destroyed while in the care and custody of the County.

E. The County shall arrange for the use of polling places in the City.

1. In the case of City and special elections where no state, county or school district election is being concurrently held, the County shall consult with the City prior to establishing polling locations.

F. The County shall be responsible to provide election forms, supplies and other related materials for each polling place and to publish any required primary or general sample ballots.

G. The County shall conduct preliminary tests and public accuracy tests of voting systems and publish and post notices of the public accuracy tests.

- H. The County shall be responsible for the programming, layout and printing of ballots for the City.
- I. The County shall administer absentee voting for the City.
- J. The County shall be responsible for compiling and reporting election results and statistics to the Office of the Secretary of State.
- K. The County shall on behalf of the City provide to City officials, candidates and the public information and assistance relating to election procedures.
  - 1. Notwithstanding the above subparagraph, the County shall not be responsible to provide the City with legal advice concerning questions related to election law, and the City will seek any such advice from the City Attorney and other City officials.
- L. If requested by the City, the County shall provide the City with technical assistance in matters of reapportionment following a decennial census.

**III. CITY RESPONSIBILITIES**

The City shall be responsible for the following under this agreement:

- A. The City shall designate a principal contact person for the County. This individual shall be available to assist as necessary on election day.
- B. The City shall provide the County with election equipment to be utilized at each polling place.
  - 1. Election equipment for purposes of this Agreement shall mean voting booths, polling place signs, flags, stands and City supply boxes.

- C. The City shall be responsible for preparing the resolution for the City Council establishing polling places and determining precinct boundary changes.
- D. The City shall provide to the County the title and text of City ballot questions and provide the certification of candidate names for City offices.
- E. The City shall prepare a resolution authorizing the County to designate an absentee ballot board for the purpose of accepting and rejecting ballots for the City.
- F. The City shall perform the duties of candidate filing officer for city offices, providing to candidates the candidate filing packets.
  - 1. Candidate filing packets shall include acceptance of affidavits of candidacy, petitions and information to campaign committees.
- G. The City shall administer initial and ongoing campaign financial reporting and economic disclosure activities; prepare; post and publish election notices; post sample ballots at the City Office and conduct the official canvass of election results following each City election.
- H. The City shall retain election records for a period not less than twenty-two (22) months after each City election and retain a permanent archive of election results.

**IV. RECOUNTS**

The parties recognize that under Minnesota State law the City Clerk or designee serves as the recount official for recounts conducted by the City Council or City Canvassing Board. If mutually agreed by the Parties, a County official may act as the recount official.

A. The Parties will determine the duties, responsibilities and cost reimbursements for any such recount agreement.

**V. LEGAL REPRESENTATION**

The County shall not be responsible to provide the City with legal advice concerning questions of election law, and the City will seek such legal advice from its City Attorney. Moreover, the City Attorney shall approve in a timely manner the format of the City ballot prior to the ballot being printed.

A. The County Attorney shall advise and represent the County in its performance of this Agreement.

**VI. COST**

A schedule of costs is attached hereto as Exhibit A-1.

A. The City shall pay the County for the actual services provided hereunder upon presentation of an invoice detailing the costs incurred. Payment shall be due within thirty (30) days of receipt of the invoice by the City.

B. The Parties agree that the County may amend the costs to the City from time to time by giving the City thirty (30) days' notice of the new cost. The notice of the new costs shall be given to the City no later than April 15 of an even numbered year, the new cost shall not apply until January 1 of the odd numbered year.

C. Notwithstanding anything in subsection VI.B. to the contrary, if the number of precincts in the City should change in any subsequent year, the County may immediately amend the costs associated with the services provided to the City under this agreement to reflect either the increase or decrease in the number of election precincts in the City. Such change in costs shall be given to the City

within thirty (30) days of the change in number of precincts, and the costs shall be effective immediately upon receipt of notice by the City of the change in costs.

**VII. ANNUAL MEETING AND REPORT**

Between November 15 and December 15 of each year, the County will meet with the City to review the performances under this Agreement. The County will provide the City with a report for the previous year and will inform the City of any issues that are likely to affect performances in the coming year.

**VIII. TERMINATION**

Upon termination of this Agreement, all property held pursuant to the Agreement shall be distributed to the Party providing the property.

**IX. DATA PRACTICES**

All data created, collected, received, maintained or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Data Practices Act, MINN. STAT. CHAPT. 13, or any rules adopted to implement the Act, and any other applicable state or federal law relating to data privacy.

**X. ENTIRE AGREEMENT**

It is understood and agreed that the entire agreement of the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof.

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

WASHINGTON COUNTY

CITY OF LAKELAND SHORES

By: \_\_\_\_\_  
Lisa Weik, Chair  
Washington County Board of Commissioners

By: \_\_\_\_\_  
Brian Zeller, Mayor  
City of Lakeland Shores

Approved:

Approved:

By: \_\_\_\_\_  
Molly O'Rourke, County Administrator

By: \_\_\_\_\_  
City Administrator

By: \_\_\_\_\_  
Assistant County Attorney

By: \_\_\_\_\_  
City Attorney

Recommended:

By: \_\_\_\_\_  
Jennifer Wagenius, Director of Washington  
County Property Records and Taxpayer  
Services Department

**2018 Estimated Election Costs for:  
City of Lakeland Shores**

**Exhibit A**

	1 Precinct		
	Primary	General	Total
Ballot Costs	\$0	\$0	\$0
Equipment Licensing, Maint. & Software			\$830
County Staff Costs	\$1,593	\$1,693	\$3,286
Other Costs	\$694	\$694	\$1,388
Election Judge Costs (Includes training)	\$1,696	\$1,926	\$3,622
Publication Costs	\$100	\$100	\$200
<b>Total</b>			<b>\$9,326</b>

**Notes:**

The Equipment Licensing, Maintenance & Software is billed at the beginning of each year.  
The County Staff; Other; Election Judge; and Publication Costs are billed in December.

Prepared June 20, 2017

## **AGENDA ITEM 4C**

<b>STAFF ORIGINATOR</b>	City Clerk
<b>MEETING DATE</b>	August 3, 2017
<b>TOPIC</b>	Recycling Collaboration

### **BACKGROUND**

The City of Lakeland Shores has amended and updated the City's solid waste management Ordinance in an effort to obtain a RFP for participating communities. The Ordinance has been adopted and published.

The next step in the process is to draft a Joint Powers Agreement for the four participating communities to go out for the RFP.

Each City is appointing a member to the JPA Board to work collaboratively on the Joint Powers Agreement.

Council Member Tom Wilson has participated in the Recycling Collaboration meetings and has indicated he is willing to serve on the JPA Board on behalf of the City of Lakeland Shores.

### **RECOMMENDATION**

Appoint Council Member Tom Wilson to the JPA Board



Building a Better World  
for All of Us®

## MEMORANDUM

TO: Mayor Roettger and St. Mary's Point City Council  
Mayor Zeller and Lakeland Shores City Council

FROM: John D. Parotti, PE | City Engineer

DATE: July 26, 2017

RE: 2017 Street Improvements - Contractor Application for Payment  
SEH No. STMPT 138251 14.00

Attached with this memo you will find a copy of the first Application for Payment (AFP No. 1) from the City's contractor, Hardrives Inc., for work completed on the above project. Below is a summary of approved construction funding and costs to date:

### Construction Funding Summary

Item	St. Mary's Point	Lakeland Shores	Total
Project Budget	\$97,600.00	\$30,000.00	\$127,600.00
Original Contract Amount + Contingency	\$95,511.33	\$28,122.33	\$123,633.65
Changes	\$0.00	\$2,500.00	\$2,500.00
<b>Total Construction Funding</b>	<b>\$95,511.33</b>	<b>\$30,622.33</b>	<b>\$126,133.65</b>

### Contractor Payment History

Application for Payment			Total
1 - July 26, 2017 - Pending Approval	\$65,177.70	\$21,171.17	\$86,348.86
2 -			
<b>Total Contractor Payments to Date</b>			<b>\$86,348.86</b>

All work is completed except for the punch list items. AFP 1. However, the City Engineer has not been able to confirm quantities of additional work items completed so the attached AFP No. 1 is a partial representation of work completed. It is expected that the Contractor will submit a second AFP for the balance of the work completed for approval at a future City Council meeting.

Work completed has been inspected and found to be in conformance with the contract documents. Therefore, we recommend payment to Hardrives Inc. in the amount of \$86,348.86 as requested.

### Attachment

\\sehnr\projects\ptl\stmpt\138251\streets\2017 street improvements\construction\afp\afp 1 memo 2017\_07\_26.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 156 High Street, Suite 300, New Richmond, WI 54017-1128  
SEH is 100% employee-owned | sehinc.com | 715.246.9906 | 888.881.4281 | 888.908.8166 fax



**Application for Payment**  
 (Unit Price Contract)  
 No. 1

Eng. Project No.: STMP1 138251

Location: St. Mary's Point, Minnesota

Contractor <u>Hardrives, Inc.</u>	Contract Date <u>May 12, 2017</u>
<u>14475 Quiran Drive</u>	
<u>Rogers, MN 55374</u>	Contract Amount <u>\$ 112,394.23</u>

Contract for 2017 Street Improvements

Application Date <u>7/26/17</u>	For Period Ending <u>7/21/17</u>
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Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
<b>SCHEDULE A (ST. MARY'S POINT)</b>						
01 54 10.01	COMMON LABORERS	HOUR	10	0	\$60.00	
01 54 10.02	SKID LOADER	HOUR	10	0	\$90.00	
01 55 25.01	TRAFFIC CONTROL	LS	1	0.8	\$1,200.00	\$960.00
01 71 13.01	MOBILIZATION	LS	1	0.8	\$5,000.00	\$4,000.00
31 11 00.01	CLEARING	TREE	16	13	\$215.00	\$2,795.00
31 11 00.02	GRUBBING	TREE	16	13	\$110.00	\$1,430.00
31 23 10.01	COMMON EXCAVATION (EV)	CY	93		\$25.00	
31 23 10.02	SELECT GRANULAR BORROW (CV)	CY	50	58.5	\$18.00	\$1,053.00
31 23 10.03	SUBGRADE EXCAVATION (EV)	CY	10		\$18.00	
31 23 10.04	SELECT TOPSOIL BORROW (CV)	CY	35		\$35.00	
31 23 10.05	TOPSOIL BORROW SPECIAL	CY	40		\$65.00	
31 23 10.06	DITCH GRADING (SHALLOW)	SY	382		\$7.50	
31 23 10.07	SHOULDER GRADING	SY	135		\$5.00	
31 25 10.01	SILT FENCE, TYPE MS	LF	90		\$3.75	
31 25 10.02	STREET SWEEPER (WITH PICKUP)	HOUR	4		\$0.01	
31 25 10.03	INLET PROTECTION	EA	1		\$110.00	
32 01 16.01	MILL BITUMINOUS SURFACE (1.5	SY	4400	4400	\$2.00	\$8,800.00
32 11 14.01	TEST ROLLING	RS	1		\$100.00	
32 11 22.01	AGGREGATE BASE, CLASS 5	TON	5	75.4	\$13.50	\$1,017.90
32 12 16.01	BITUMINOUS MATERIAL FOR TACK	GAL	229		\$1.50	
32 12 16.02	TYPE SP 9.5 WEAR COURSE MIX	TON	544	526.43	\$53.81	\$28,327.20
32 12 16.03	TYPE SP 12.5 WEAR COURSE MIX	TON	15	15	\$140.00	\$2,100.00
32 12 16.04	TYPE SP 9.5 WEAR COURSE MIX	SY	475	405	\$25.00	\$10,125.00
32 92 12.01	EROSION CONTROL BLANKETS	SY	50		\$1.60	
32 92 12.02	HYDROSEEDING	SY	782		\$2.65	
33 41 00.00	RECONST DR. STRUCTURE, SPEC.	EA	1	1	\$8,000.00	\$8,000.00
<b>SCHEDULE A SUBTOTAL</b>						<b>\$68,608.10</b>

**SCHEDULE B (LAKELAND SHORES)**

01 54 10.01	COMMON LABORERS	HOUR	10	0	\$60.00	
01 54 10.02	SKID LOADER	HOUR	10	0	\$90.00	
01 55 25.01	TRAFFIC CONTROL	LS	1	0.8	\$1,200.00	\$960.00
01 57 33.01	WATER FOR DUST CONTROL	MGAL	5	0	\$0.01	
01 71 13.01	MOBILIZATION	LS	1	0.8	\$2,500.00	\$2,000.00

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
02 41 33.01	SAWING BITUMINOUS PAVEMENT	LF	171		\$2.00	
02 41 33.02	SALVAGE AND INSTALL MAIL BOX	EA	1	0	\$125.00	
31 23 10.02	SELECT GRANULAR BORROW (CV)	CY	10		\$0.01	
31 23 10.03	SUBGRADE EXCAVATION (EV)	CY	10		\$0.01	
31 23 10.04	SELECT TOPSOIL BORROW (CV)	CY	10		\$35.00	
31 25 10.03	STREET SWEEPER (WITH PICKUP)	HOUR	5	0	\$0.01	
32 01 15.01	PULVERIZE BITUMINOUS	SY	996	996	\$5.65	\$5,627.40
32 01 15.02	SALVAGE PULVERIZED BIT. AND	CY	5		\$0.01	
32 11 14.01	TEST ROLLING	RS	3		\$100.00	
32 11 22.01	AGGREGATE BASE, CLASS 5	TON	10		\$13.50	
32 12 16.01	BITUMINOUS MATERIAL FOR TACK	GAL	48		\$1.50	
32 12 16.02	TYPE SP 9.5 WEAR COURSE MIX	TON	94	98.62	\$56.00	\$5,522.72
32 12 16.03	TYPE SP 12.5 WEAR COURSE MIX	TON	125	131.86	\$62.00	\$8,175.32
32 92 12.01	EROSION CONTROL BLANKETS	SY	250		\$1.60	
<b>SCHEDULE B SUBTOTAL</b>						<b>\$22,285.44</b>
<b>TOTAL (SCHEDULE A AND SCHEDULE B)</b>						<b>\$90,893.54</b>

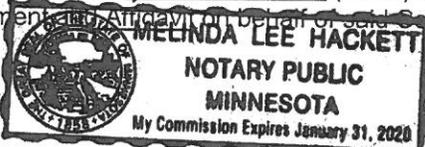
**Application for Payment (continued)**

Total Contract Amount	\$ <u>112,394.23</u>	Total Amount Earned	\$ <u>90,893.54</u>
Contract Change Order No. _____		Material Suitably Stored on Site, Not Incorporated into Work	_____
Contract Change Order No. _____		Percent Complete	_____
Contract Change Order No. _____		Percent Complete	_____
Less Previous Applications:		GROSS AMOUNT DUE	\$ <u>90,893.54</u>
AFP No. 1: _____ AFP No. 6: _____		LESS <u>5</u> % RETAINAGE	\$ <u>4,544.68</u>
AFP No. 2: _____ AFP No. 7: _____		AMOUNT DUE TO DATE	\$ <u>86,348.86</u>
AFP No. 3: _____ AFP No. 8: _____		LESS PREVIOUS APPLICATIONS	\$ _____
AFP No. 4: _____ AFP No. 9: _____		AMOUNT DUE THIS APPLICATION	\$ <u>86,348.86</u>
AFP No. 5: _____			

**CONTRACTOR'S AFFIDAVIT**

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the Contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications for Payment under said contract, 2017 Street Improvements, St. Mary's Point, Minnesota, and (2) all material and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment and free and clear of all liens, claims, security interests and encumbrances.

Date July 26, 2017 \_\_\_\_\_  
 COUNTY OF Hennepin )  
 STATE OF MN ) SS  
 By [Signature] \_\_\_\_\_  
Michael G. Leuer (Name and Title) GM  
 Hardrives, Inc. (Contractor)

Before me on this 26<sup>th</sup> day of July, 2017, personally appeared  
Michael G. Leuer known to be, who being duly sworn did depose and say that he is the General Manager (office) of the Contractor above mentioned that he executed the above Application for Payment and Affidavit on behalf of said Contractor; and that all of the statements contained therein  
 My Commission expires \_\_\_\_\_  
[Signature] (Notary Public)  


The undersigned has checked the Contractor's Application for Payment shown above. A part of this Application is the Contractor's Affidavit stating that all previous payments to him under this contract have been applied by him to discharge in full all of his obligations in connecting with the work by all prior Applications for Payment.

In accordance with the Contract, the undersigned recommends approval of payment to the Contractor for the Amount due.

[Signature] \_\_\_\_\_  
 Short Elliott Hendrickson Inc.  
 By John D. Parotti, PE  
 Date July 26, 2017  
 City of St. Mary's Point  
 By \_\_\_\_\_  
 Date \_\_\_\_\_