

*Our Mission is to Provide Quality Public Services
in a Fiscally Responsible Manner While Preserving
the City's Open Space Character*

Environmental Committee Meeting

Monday, February 24, 2020

5:30 p.m.

**City Council Chambers
3800 Laverne Avenue North**

AGENDA

- A. Call To Order**
- B. Election of Committee Officers**
- C. Minutes – April 22, 2019**
- D. Arbor Day 2020**
- E. Water Conservation Program**
- F. Next Meeting – TBD**
- G. Adjourn**

**City of Lake Elmo
Environmental Committee Meeting
Minutes of April 22, 2019**

COMMITTEE MEMBERS PRESENT: Chair Tedi Carlson, Committee Members Brenda Jo Carlson, Scott Drommerhausen, and Dominic Travis

COMMITTEE MEMBERS ABSENT: Committee Member Beverly Schwalbach

STAFF PRESENT: Assistant City Administrator Jake Foster

Call to Order

By Chair Carlson at 5:30PM

Minutes – Monday, March 25, 2019

Motion by Brenda Jo Carlson, seconded by Committee Member Drommerhausen to approve the minutes from the March 25, 2019 meeting. Motion carried 4-0.

Smart Controller Pilot Program

John Hodler gave an update to the committee on the Smart Controller Pilot Program. Mr. Hodler detailed how the Smart Controller system can reduce clean water usage which will save water users money and reduce the need for new wells.

No official committee action was taken on this agenda item.

UWRF Students Water Conservation Presentation

University of Wisconsin – River Falls students gave a presentation on water conservation, including measures that could be taken by the City to inform residents about reducing water usage.

Lake Elmo Inn Sustainable Practices Recognition

Motion by Scott Drommerhausen, seconded by Chair Carlson, that the Environmental Committee recommended to the City Council that the Lake Elmo Inn be recognized for engaging in environmentally friendly practices. Motion carried 4-0.

Next Meeting – TBD

Meeting adjourned at 5:38PM

Respectfully Submitted,
Jake Dickson



STAFF REPORT

DATE: February 24, 2020

TO: Environmental Committee

AGENDA ITEM: Arbor Day 2020

SUBMITTED BY: Jake Dickson, Assistant City Administrator

BACKGROUND:

As in past years and discussed at previous meetings, the committee will be hosting an Arbor Day Tree Giveaway event. The date and time of the event will be Saturday, April 25, 2020 from 9:00 AM to 11AM. People will need to bring their own bags to transport the trees. There will be 425 trees to giveaway. The Mayor will also be issuing an Arbor Day Proclamation at the April 7th meeting to maintain our Tree City USA status.

ISSUE BEFORE COMMITTEE:

Are there any Committee members committed to volunteering on April 25 from 8:30AM to noon?

PROPOSAL DETAILS/ANALYSIS:

We will need volunteers from the committee to commit to helping with the event. Set up will occur at roughly 8:30AM. Kristina and myself will be at the event and can open the city hall doors for access to a table for checking IDs. We won't have residents sign-in, but volunteers can check IDs to verify that individuals are Lake Elmo residents. Help may also be needed in assisting folks with their tree selection. As in years past, flyers with planting instructions will be provided for each tree.

To save with shipping costs, the trees will once again be combined with the County's shipment and delivered to the fairgrounds, public works staff will pick up the trees from the fairgrounds and deliver them to City Hall.

FISCAL IMPACT:

\$499 for trees, ordered on January 14

ATTACHMENTS:

- Arbor Day Flyer
- Schumacher Nursery & Berry Farm Sales Order
- 2020 Arbor Day Tree List
- Planting Instructions

Schumacher Nursery & Berry Farm

37806 910th St
Heron Lake, MN 56137
USA

Voice: 507-793-2288

Fax: 507-793-0025

SALES ORDER

Sales Order Number: SO2351
Sales Order Date: Jan 14, 2020
Ship By: Apr 20, 2020
Page: 1

To:

CITY OF LAKE ELMO
3880 LAVERNE AVE N
SUITE 100
LAKE ELMO, MN 55042

Ship To:

CITY OF LAKE ELMO
3880 LAVERNE AVE N
SUITE 100
LAKE ELMO, MN 55042

Customer ID	PO Number	Sales Rep Name
CITY OF LAKE ELMO	DEL WITH WASH SWCD	
Customer Contact	Shipping Method	Payment Terms
JAKE FOSTER	Spee-Dee	Net 30 Days

Quantity	Description	Item Type	Size	Unit Price	Amount
100.00	SPRUCE, NORWAY	TR 2-2	7"-15"	1.15	115.00
75.00	BIRCH, RIVER	S	12-18"	1.16	87.00
25.00	HACKBERRY	S	12-18"	0.93	23.25
50.00	MAPLE, SUGAR	S	12-18"	0.99	49.50
100.00	PINE, WHITE	TR 2-2	7"-15"	1.11	111.00
50.00	LILAC, PERSIAN	TR	12-18"	1.69	84.50
25.00	CHERRY, NANKING	S	18-24"	1.15	28.75

Subtotal	499.00
Sales Tax	
Freight	0.00
TOTAL ORDER AMOUNT	499.00

Tree and Shrub Information Guide

Tree	Shade tolerance	Soil moisture	Drought tolerance	Height	Growth rate
Norway Spruce	Fair	Poor to well-drained	Fair	80-100 ft.	Medium
Hackberry	Poor	Moist, well-drained	Good	74-100 ft.	Medium
White Pine	Fair	Moist, well-drained	Poor	80-100 ft.	Medium
Silver Maple	Fair	Moist, well-drained	Good	50-70 ft.	Fast
Nanking Cherry	Poor	Well to poorly-drained	Good	6-10 ft.	Medium
River Birch	Poor	Well to poorly-drained	Good	40-70 ft.	Medium to fast
Persian Lilac	Poor	Moist, well-drained	Good	4-8 ft.	Medium

Lake Elmo Arbor Day Celebration

Saturday, April 25, 2020



In celebration of Arbor Day, the City of Lake Elmo's Environmental Committee is sponsoring a tree give-away on April 25th , 9:00am-11:00am at City Hall. Please bring a bag for your tree.

www.arborday.org

Planting a Tree Seedling with Shovel or Planting Bar

Planting with a Shovel

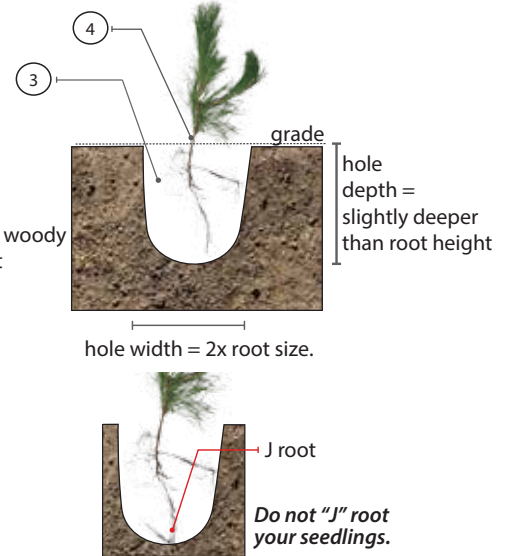
TOOLS



- 1 Contact Gopher State One-Call at 800-252-1166 before digging.
- 2 Brush aside loose organic material such as leaves and grass to expose soil.
- 3 Dig a hole twice as wide as the size of the roots and slightly deeper.
- 4 Place seedling in the hole. Make sure top of the first root is slightly below the soil surface. Distribute the roots evenly, making sure the taproot is straight down. Avoid making a "J" root.
- 5 Pack the soil firmly around the roots. Make sure there are no air pockets.



NOTE: Keep seedlings in a cool, shaded, and protected place and keep roots damp until planting.

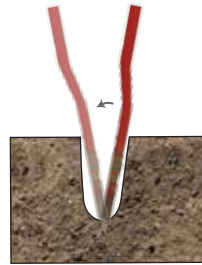


Planting with a Planting Bar

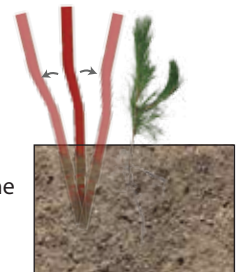
TOOLS



- 1 Follow steps one and two from above.
- 2 Drive blade into soil; move it back and forth to form a V-shaped hole. Make sure hole is deep enough for the roots to be fully extended. Avoid making a "J" root. (See "J" root image above.)
- 3 Insert seedling into hole. Set seedling vertically with top of first root slightly below soil surface.



- 4 Insert the bar into the soil 2 inches away from the planting hole. Pull the handle toward you, firming the soil at the bottom of the planting hole. This is important to prevent air pockets at the bottom of the hole.



- 5 Push handle toward seedling to firm soil at the top of planting hole.

- 6 Remove the bar and firmly pack the soil around seedling with your heel.



Mulching and Watering

TOOLS



- 1 Water seedling well after planting and then a good soaking once a week.
- 2 Mulch around the seedling, keeping mulch 2-3" away from trunk.



- 3 Protect your seedling from lawn mowers and deer browsing by adding a cage or netting.



Note: Watering, mulching, and protecting trees may not be feasible for a large scale planting project.

Note: Check periodically to make sure that brush, grass and other vegetation is kept under control by mowing, mulching, spraying or a combination of these treatments.



STAFF REPORT

DATE: February 24, 2020

TO: Environmental Committee

AGENDA ITEM: Water Conservation

SUBMITTED BY: Jake Dickson, Assistant City Administrator

BACKGROUND:

Water efficiency and water conservation continue to be very important topics within the City of Lake Elmo. In 2019 the City of Lake Elmo entered into a pilot program for smart controller irrigation devices. There were 25 participants in the pilot program and the 2019 water usage for the participants was significantly lower than 2018 usage. In September of 2019 the Metropolitan Council implemented a water efficiency grant program to provide funding to support technical and behavioral changes that improve municipal water use efficiency in the seven-county metropolitan area. The grant provides rebates for toilet replacements and smart irrigation controllers that will reduce clean water usage in line with the grant program goal. The City of Lake Elmo received notice of the grant award in December of 2019 and the City Council accepted the award in January of 2020. The Metropolitan Council will reimburse 75% of the cost of the program. Staff is preparing advertisements, mailings, newsletters, online updates and social media updates to residents to encourage participation. The Program is estimated to replace 150 toilets and 250 irrigation controllers. City staff will begin advertising the program as well as updating toilets in City buildings and irrigation systems where appropriate.

ISSUE BEFORE THE COMMITTEE:

Does the Committee have any recommendations for the program? Volunteers for spreading word of the program?

PROPOSAL DETAILS/ANALYSIS:

The City will participate in the grant by installing smart controller irrigation systems at Lions Park as well as Water Sense toilets. A copy of the grant agreement is attached to this report.

FISCAL IMPACT:

The grant provides for an initial reimbursement of up to \$40,000. Additional funding is available if there is a greater level of program participation than anticipated. The grant will be executed as a rebate, participants who purchase and install a Water Sense toilet will receive a \$100 credit on their utility bill and participants who purchase a smart irrigation controller will receive a 90% rebate on the purchase (up to \$200).

ATTACHMENTS:

- Clean Water Fund Grant Agreement NO. SG-1348
- Communication Examples

**METROPOLITAN COUNCIL
CLEAN WATER FUND GRANT AGREEMENT NO. SG-13483**

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

RECITALS

1. Minnesota Session Laws 2019, 1st Special Session, chapter 2, article 2, section 9, appropriated to the Council funds from the Legacy Amendment's Clean Water Fund ("Clean Water Fund") for State fiscal years 2020 and 2021, to establish a water demand reduction grant program that encourages implementation of water demand reduction measures in municipalities in the seven-county metropolitan area.

2. The Council is authorized by Minnesota Statutes sections 473.129, subdivision 4 to apply for and use grants from the State for any Metropolitan Council purpose and may dispose of the money in accordance with the terms of the appropriation.

3. The Grantee is authorized to receive grants from the Clean Water Fund to protect, enhance and restore water quality in lakes, rivers and streams, to protect groundwater from degradation and protect drinking water sources by encouraging implementation of water demand reduction measures by municipalities in the seven-county metropolitan area to ensure reliability and protection of drinking water supplies.

4. On July 10, 2019, the Council authorized the granting of portions of the appropriation to the Grantees participating in the grant program.

5. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the reasonable satisfaction of the Council.

GRANT AGREEMENT

1. Term of Grant Agreement.

1.1. **Effective Date.** The effective date of this Grant Agreement is the date this agreement is fully executed.

1.2. **Grant Activity Period.** The first day of the month following the Effective Date through and including the expiration date.

1.3. **Expiration Date.** Upon satisfactory fulfillment of obligations, but in no event later than June 30, 2022.

1.4. **Survival of Terms.** The following clauses survive the expiration, termination or cancellation of this Grant Agreement; 9. Liability and Insurance; 10. Audits; 11. Government Data Practices; 13. Data Availability; 14. Governing Law, Jurisdiction and Venues; 16. Data Disclosure; 18. Future Eligibility.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Time.

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

4. Eligible Costs.

Eligible costs are those costs incurred by parties within the jurisdiction of the Grantee for 75% of rebate or grant payments as defined in **Exhibit B**. The Council will not reimburse Grantee for non-eligible costs. Any cost not defined as an eligible cost or not included in the Grant Grantee Program or approved in writing by the Council is a non-eligible cost.

5. Consideration and Payment.

5.1 **Consideration.** The Council will reimburse Grantee for eligible costs performed by the Grantee during the Grant Period as specified in this agreement. The Council bears no responsibility for any cost overruns that may be incurred by the Grantee or sub-recipients of any tier. The initial Grant amount to Grantee under this Grant Agreement is \$40,000.00. The Grantee may be eligible to receive additional Grant amounts or an adjustment in Grant amount in accordance with the procedure in the Grant Amendment Form attached and incorporated as **Exhibit C**. Upon signature by both Grantee and Council on **Exhibit C** this Grant is amended by the amount in **Exhibit C**.

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

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

6. Conditions of Payment.

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

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

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

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

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

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

7. Authorized Representative.

The Council's Authorized Representative is:

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

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

The Grantee's Authorized Representative is:

Name: Jake Dickson
Title: Assistant City Administrator
Mailing Address: 3880 Laverne Ave N, Suite 100
Lake Elmo, MN 55042
Phone: 651-747-3908
E-Mail Address: jdickson@lakeelmo.org

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

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

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

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

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

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

9. Liability and Insurance.

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

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

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

10. Audits.

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

11. Government Data Practices.

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

12. Workers' Compensation.

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

13. Data Availability.

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

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

14. Governing Law, Jurisdiction, and Venue.

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

15. Termination.

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

16. Data Disclosure.

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

17. Notices.

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

To the Grantee at:

Name: Jake Dickson
Title: Assistant City Administrator
Mailing Address: 3880 Laverne Ave N, Suite 100
Lake Elmo, MN 55042
Phone: 651-747-3908
E-Mail Address: jdickson@lakeelmo.org

To the Council's Authorized Representative at:

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

18. Miscellaneous.

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

18.2 Supplement. The funds granted under this agreement are to supplement and shall not substitute for traditional sources of funding. Grantee certifies to the Council that there was and is no

traditional Grantee sources of funding for the City to help fund one-fourth of the subject water efficiency rebate or grant work.

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

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

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

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

18.7 Future Eligibility. Future eligibility for money from the Clean Water Fund is contingent upon the Grantee satisfying all application requirements related to Council's fulfillment of Minn. Stat. § 114D.50 as well as any additional requirements contained in 2019, 1st Special Session, chapter 2, article 2, section 9.

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

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

18.10. General Provisions.

- (i) Grants. The Grantee shall implement this Grant Agreement according to Minnesota Statutes, section 16B.98, and shall account for all expenditures of funds.
- (ii) Lawsuit. This Grant shall be canceled to the extent that a court determines that the appropriation illegally substitutes for a traditional source of funding.
- (iii) Termination Due to Lack of Funds. Grantee recognizes that Council's obligation to reimburse Grantee for eligible Grantee Program costs is dependent upon Council's receipt of funds from the State of Minnesota appropriated to Council under 2019 Session Laws, 1st Special Session, Chapter 2, Article 2, Section 9. Should the State of Minnesota terminate such appropriation or should such funds become unavailable to Council for any reason, Council shall, upon written notice to Grantee of termination or unavailability of such funds, have no further obligations for reimbursement or otherwise under this Grant Agreement. In the event of such written notice, Grantee has no further obligation to complete the Grantee Program as required by this Grant Agreement.

19. Default and Remedies.


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

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

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

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

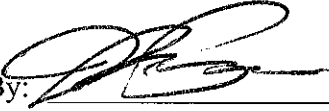
METROPOLITAN COUNCIL

By: 
Regional Administrator, successor, or delegate

Date: 1/16/2000

GRANTEE:

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

By:  _____

Printed Name and Title

Date: 1/8/2020 _____

EXHIBIT A

(Application from community)

Metropolitan Council Water Efficiency Grant Application Form

Applicant Information:

Municipality: City of Lake Elmo
Municipal Utility: City of Lake Elmo
Mailing Address: 3880 Laverne Ave N, Suite 100, Lake Elmo, MN 55042

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

NAME: Jake Dickson
TITLE: Assistant City Administrator
STREET: 3880 Laverne Ave N, Suite 100
CITY, ZIP: Lake Elmo 55042
PHONE: 651.747.3908
EMAIL: jdickson@lakeelmo.org

Secondary Contact Information: Municipality secondary authorized representative:

NAME: Kristina Handt
TITLE: City Administrator
STREET: 3880 Lavernve Ave N, Suite 100
CITY, ZIP: Lake Elmo 55042
PHONE: 651.747.3905
EMAIL: khandt@lakeelmo.org

Municipal Total Per Capita Water Use (2018): 131 (gallons per person-day)
Municipal Residential Per Capita Water Use (2018): 52 (gallons per person-day)
Municipal Ratio of Peak Month to Winter Month Water Use (2018): 3.7
Municipality's estimated annual water savings from proposed program: 9.5 million (gallons)

Municipal Utility Grant or Rebate Program Design:

Requested Grant Amount (must equal 75% of total program budget): \$ 50,000

Required Utility Matching Amount (must equal 25% of total program budget): \$ 16,666

Will your program be a grant program or rebate program? Rebate

Estimated Number of Items:

Item	Estimated Number
Toilets	150
Irrigation Controllers	250
Clothes Washing Machines	0
Irrigation Spray Sprinkler Bodies	0
Irrigation System Audits	0

Project Work Plan and Schedule:*

Task Description	Responsible Person	Start Date	Completion Date
Submit Grant Application Create Rebate Program Approve and Sign Grant Agreement with Met Council	City Admin City Staff (Admin, Asst Admin) and Environmental Committee City Council, Mayor, Clerk	8/28/19	1/21/20
Create media program-e-newsletters, print newsletter, facebook, utility billing message, website, press release, posters	Assistant City Administrator Accounting Clerk	12/2/19	5/31/20
Rebate Program administration: processing invoices/receipts from customers, applying rebate to utility account. Rebate Program Advertising	Assistant City Administrator, Deputy Clerk Assistant City Administrator	2/1/20	6/30/22
Obtain quotes and update city irrigation systems with smart controllers and toilets in city buildings as appropriate	Public Works Director	2/1/20	6/30/22
Quarterly reporting to Met Council	Assistant City Administrator	4/1/20	7/15/22

* Municipal utility may create own project plan and schedule form

Communications to Property Owners:

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

- Newsletter
- Print Media
- Email
- Twitter
- Website
- Radio
- Television
- Facebook
- Nextdoor
- Other Social Media

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

Critical Points to Remember:

- The applying municipality must be a water supplier
- New construction and new developments are not eligible
- Funds are for rebates or grants only; consulting and city staff time are ineligible
- Combined Council and municipality funds cannot pay for 100% of an eligible activity's cost
- A portion of each eligible activity's cost must be paid by the property owner
- Grant recipients must display the Clean Water, Land and Legacy Amendment logo and the Metropolitan Council logo on program-related web pages and paper communications

EXHIBIT B

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

Overview

The Metropolitan Council (Council) will implement a water efficiency grant program effective September 30, 2019 to June 30, 2022. Grants will be awarded on a competitive basis to municipalities that manage municipal water systems. The Council will provide 75% of the program cost; the municipality must provide the remaining 25%. Municipalities will use the combined Council and municipality funds to run their own grant or rebate programs.

Grants will be made available in amounts with a minimum of \$2,000 and a maximum of \$50,000. Grantees will be required to provide estimated water savings achieved through this program for Clean Water, Land & Legacy Amendment reporting purposes.

Legislative Directive - Minnesota 2019 Session Law

\$375,000 the first year and \$375,000 the second year are for the water demand reduction grant program to encourage municipalities in the metropolitan area to implement measures to reduce water demand to ensure the reliability and protection of drinking water supplies. Fiscal year 2020 appropriations are available until June 30, 2021, and fiscal year 2021 appropriations are available until June 30, 2022.

Grant Program Goal

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

Critical Points to Remember

- The applying municipality must be a water supplier
- New construction and new developments are not eligible
- Funds are for rebates or grants only; consulting and city staff time are ineligible
- Combined Council and municipality funds cannot pay for 100% of an eligible activity's cost
- A portion of each eligible activity's cost must be paid by the property owner
- Grant recipients must display the Clean Water, Land and Legacy Amendment logo and the Metropolitan Council logo on program-related web pages and paper communications

Grant Program Structure: Administration and Funding

The Water Efficiency Grant Program will be administered by Metropolitan Council Environmental Services (MCES) and will be funded with \$750,000 appropriated by the 2019 Minnesota Legislature. Grant applications will be reviewed and ranked by the MCES Water Supply Planning Unit staff.

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

Grants will be awarded to municipalities in amounts ranging from \$2,000 to \$50,000 for providing rebates or grants to property owners. Municipalities will be responsible for the design and operation of their rebate or grant program and its details. Grant payments to the municipality will be for 75% of approved program amounts. The municipality must provide the remaining 25% of the program cost. Municipality rebates or grants are eligible for reimbursement on device replacements conducted September 30, 2019 through June 30, 2022.

Here is an example showing the grant funding design:

Metropolitan Council Grant Amount	\$15,000
Municipality Match	\$5,000
Municipality Grant/Rebate Program Total	\$20,000

Eligibility

Per legislative language, the grant program is limited to municipalities in the seven-county metropolitan area.

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

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

Eligible water efficiency devices consist of the following:

- Toilet replacement with a US EPA WaterSense labeled toilet
- Irrigation controller replacement with a US EPA WaterSense labeled controller
- Clothes washing machine replacement with an US DOE Energy Star labeled clothes washing machine
- Irrigation spray sprinkler body replacement with a US EPA WaterSense labeled spray sprinkler body
- Irrigation system audit by an Irrigation Professional certified by a US EPA WaterSense program

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

Application Process

- Applicants must be municipal water suppliers
- Municipalities will submit MCES supplied application form by September 30, 2019. Required information includes:
 - the municipality's rebate or grant program design and work plan
 - proposed examples of communications to property owners
 - requested total grant amount
 - estimated annual amount of water saved by the applying municipality
- Application form is available at: <https://metro council.org/Wastewater-Water/Funding-Finance/Available-Funding-Grants.aspx>
- Submit completed application to: brian.davis@metc.state.mn.us
- Metropolitan Council will notify municipalities of grant awards and provide grant agreements by December 2, 2019.

Proposal Selection Criteria

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

- Municipalities that are supplied 100% with groundwater
- Municipalities with identified water supply issues in Master Water Supply Plan Community Profiles or Local Water Supply Plans
- Municipalities' ratio of peak monthly water use to winter monthly water use
- Municipalities' average residential per capita water use
- The order in which applications are received and until grant funds are completely committed

Funding Process and Reporting Requirements

- Utilizing forms provided by MCES, the following information must be reported on a quarterly basis:
 - Number, type and amount of rebates or grants provided to property owners, along with each property address
 - Estimated annual gallons of water saved per device installation
 - Municipality matching funds disbursed
 - Number of unmet funding requests from property owners, if any
- Upon review and confirmation of the above information, MCES will process a grant payment in the amount of 75% of approved total rebates or grants for the reporting period.
- MCES will provide confirmation of grant balances available upon request and reserves the right to amend grant agreements, in collaboration with grantee municipality, if quarterly reporting indicates rebate or grant programs will not fully utilize grant awards within the grant period.

Qualified Activities

- Toilet replacement with a US EPA WaterSense labeled toilet:
http://www.epa.gov/WaterSense/product_search.html
- Irrigation controller replacement with a US EPA WaterSense labeled controller:
<https://www.epa.gov/watersense/product-search>
- Clothes washing machine replacement with an US DOE Energy Star labeled clothes washing machine:
<https://www.energystar.gov/productfinder/product/certified-clothes-washers/results>
- Irrigation spray sprinkler body replacement with a US EPA WaterSense labeled spray sprinkler body
<https://www.epa.gov/watersense/product-search>
- Irrigation system audit by an Irrigation Professionals certified by a US EPA WaterSense program

<https://www.epa.gov/watersense/find-pro>

Reporting Example

Community	Property Street Address	Property Type	Device Replaced	Cost per Device	# of Devices	Rebate or Grant per Device	Est. Annual Water (Gal) Saved Per Device	Total Rebate or Grant	Municipality Contribution	Eligible Grant Amount
Anytown	652 Silvis St	Residential	Clothes Washer	\$624.60	1	\$150.00	3,000	\$150.00	\$37.50	\$112.50
Anytown	1952 Ingram Way	Residential	Irrigation Controller	\$199.99	1	\$100.00	8,800	\$100.00	\$25.00	\$75.00
Anytown	630 Gibbons Ave	Residential	Clothes Washer	\$599.90	1	\$150.00	3,000	\$150.00	\$37.50	\$112.50
Anytown	4424 Barriger Blvd	Residential	Toilet	\$168.00	1	\$50.00	4,000	\$50.00	\$12.50	\$37.50

EXHIBIT C Revision #

METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES

**2019 CLEAN WATER FUND WATER EFFICIENCY GRANT PROGRAM
GRANT AMENDMENT FORM**

NOTICE TO GRANTEE: Submission of this form is required to modify your city's agreement with Metropolitan Council Environmental Services (MCES) 2019 Clean Water Fund Water Efficiency Grant program (Grantee Program).

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

The process for modifying your agreement is as follows:

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

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

Grant Agreement #

1. Date of change request:

2. Change request number:

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

4. Increase due to request for additional funding:

5. Decrease due to less demand:

6. Amended Grant Agreement Amount requested:

CITY NAME: _____

I request the above changes (sign with title and date):

MCES PROGRAM ADMINISTRATOR APPROVAL (signature and date):

COUNCIL AUTHORIZED SIGNATURE AND DATE

Questions may be directed to the MCES Authorized Representative:

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



SMART CONTROLLER REBATE PROGRAM

Do you have a smart controller for your sprinkler system? You should! Smart controllers utilize local data and weather conditions in order to make your irrigation system water use more efficient. Studies have found that use of smart controllers may reduce your outdoor watering usage by as much as 49%. Folks have saved 30,000 gallons of water annually.



If you're a Lake Elmo Municipal Water customer you may apply for a rebate for 90% of the cost (up to \$200) of a new Water Sense smart controller. Visit <https://www.epa.gov/watersense/product-search> to find a controller that matches your needs and meets the EPA Water Sense standards for efficiency.

Then complete the rebate form at www.lakeelmo.org and turn in your form, receipt, and water sense label to Jake Dickson at city hall. Upon approval, the rebate will be applied to your utility account.

For questions on the program call, 651.747.3908 or email jdickson@lakeelmo.org





WATER SENSE TOILET REBATE PROGRAM

Are you considering replacing that old toilet in your home or business? Are you a Lake Elmo Municipal Water customer? If you answered yes to both of these questions consider updating to a Water Sense toilet and receive a \$100 rebate credit to your utility account.

According to the EPA, toilets are a main source of water use in the home, accounting for nearly 30 percent of an average home's indoor water consumption. Older, inefficient toilets that use as much as 6 gallons per flush also happen to be a major source of wasted water in many homes. Water Sense toilets use 1.6 gallons of water per flush or less. Replacing old, inefficient toilets could save nearly 13,000 gallons of water a year. Visit <https://www.epa.gov/watersense/product-search> to find a list of eligible toilets or visit your local home improvement store and look for the Water Sense label.



After you purchase a Water Sense toilet, complete the rebate form at www.lakeelmo.org and turn in your form, receipt, and water sense label to Jake Dickson at city hall. Upon approval, the rebate will be applied to your utility account.

For questions on the program call, 651.747.3908 or email jdickson@lakeelmo.org





DID YOU KNOW?

In 1992, the US Congress passed a law, the Environmental Policy act of 1992, which required all toilets in the US to use a maximum of 1.6 gallons of water for each flush. If your house or toilets are older than 1994 when the law took effect, you could be using more than 10,000 gallons of water each year that could be saved by using a more efficient toilet.

The City of Lake Elmo is offering a \$100 rebate to municipal water customers who purchase a Water Sense toilet. After you make your purchase, complete the rebate form at www.lakeelmo.org and turn in your form, receipt, and water sense label to Jake Dickson at city hall. Upon approval, the rebate will be applied to your utility account.

For questions on the program call, 651.747.3908 or email jdickson@lakeelmo.org