



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

NOTICE OF MEETING

**City Council Workshop
3800 Laverne Avenue North
September 10, 2019
6:30 PM**

AGENDA

- | | |
|---|----------------|
| I. Call to Order | 6:30 PM |
| II. New Septic Systems in Old Village/MUSA | 6:30 PM |
| III. Stairway on Discover Crossing Bridge | 7:00 PM |
| IV. Items for Future Work Session Agenda | 7:30 PM |
| V. Adjourn | 7:30 PM |



STAFF REPORT

DATE: September 10, 2019

DISCUSSION

AGENDA ITEM: New Septic Systems in the Old Village/MUSA
SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

In 2016 the City Engineer presented the Old Village Capital Improvement Phasing Plan. It included bringing sewer, replacing watermain and roads to seven areas in the Old Village. A copy of the phasing plan is attached. The City is planning to begin Phases 5 and 6 in 2021 and Phase 7 tentatively in 2023. It was noted in his presentation that the portion of Phase 6 just south of the railroad tracks would only be done if the property owners granted the city an easement to run sewer and water since those properties are not located on a city road but rather a private drive. Some areas were not included in the plan because they were not feasible at the time. Also most of these properties have larger lots and can likely accommodate their own septic needs onsite even if replacements are needed in the future. They will continue to be evaluated as development progresses in the area.

ISSUE BEFORE COUNCIL:

Should the City be doing anything differently related to new septic systems in the Old Village/MUSA?

PROPOSAL DETAILS/ANALYSIS:

The Mayor has asked that we have a discussion about the city's response to requests for new septic systems in the MUSA area, particularly in areas where municipal sewer is not readily available at the time the request for a new septic is received.

The city's practice has been to allow Washington County to permit new septic systems in areas where municipal sewer is not currently available and no definitive plan has been adopted. For example, a request for a new home along the private drive south of the railroad tracks came in and since the city did not have any other option to provide sewer service to that parcel, they were directed towards a private system.

In areas where we know we will be bringing sewer in the future, i.e. phase 5, phase 6 (north of the tracks) phase 7 and Heritage Farms, we have worked with the county to have them not require replacement of non-compliant systems at the time of sale given that we have plans to bring municipal sewer to the area in the next few years.

There was a new connection to the city drainfield system along 32nd St that was approved in 2018 due to a non-compliant system. In that case the city required the property owner to sign an assessment waiver before we allowed him to connect to the 201 system.

Should the city continue with the practices described above? Should we prohibit new septic systems, thereby prohibiting development, in the MUSA until municipal sewer is available? Should we require future assessment waivers in all cases?

FISCAL IMPACT:

NA

ATTACHMENTS:

- Old Village CIP Phasing Plan



STAFF REPORT

DATE: 9/10/2019

DISCUSSION

TO: City Council

FROM: Marty Powers, Public Works Director

REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND:

As identified in past years, the block retaining walls at the Discovery Crossing Bridge are failing. Earlier this summer Public Works fenced off and closed the stairways along the bridge. The steps are becoming a safety hazard and the four block columns on each corner of the bridge are unlocking, leaning and are no longer secure.

Criterium-Schimnowski Engineering has been involved in investigating the site in the past and revisited the site recently. In minimizing potential cost their recommendation is to remove the steps and the majority of the block walls and columns, add shorter boulder walls and regrade the site.

Public Works requested proposals from four contractors to complete the work as described. Only two submitted bids.

ISSUE BEFORE COUNCIL:

Does the Council have any additional questions about options to improve the Discovery Crossing bridge site? Should the City move forward with removing and improving the site?

PROPOSAL DETAILS/ANALYSIS:

The City received two proposals to remove the majority of the block retaining walls, create new boulder walls and landscape the site.

Contractor	Project Cost
Miller Excavating	\$45,058.81
GT Lawns/Genadek Excavating	\$101,600.00

FISCAL IMPACT:

The cost to accept Miller Excavating's Proposal to improve the Discovery Crossing Retaining Walls should not exceed \$50,000. The extra \$5000 would be for unforeseen issues or creating railings should extensions be needed.

ATTACHMENTS:

- Two proposals
- Site Photos



MILLER EXCAVATING, INC.

3741 Stagecoach Trail North

Stillwater, MN 55082

Estimator: Steve St.Claire

Phone / Fax: 651-439-1637 / 651-351-7210

Email: office@millerexc.com

<u>Quote To:</u>	City of Lake Elmo 3880 Laverne Ave N Lake Elmo, MN 55042	<u>Job Name:</u>	Discover Crossing Retaining Wall
<u>Attn:</u>	Marty Powers	<u>Job Address:</u>	
<u>Phone:</u>	651-747-3900	<u>Job Location:</u>	Lake Elmo, MN
<u>Email:</u>	mpowers@lakeelmo.org	<u>Date:</u>	August 27, 2019
		<u>Estimate #:</u>	19313

ITEM	DESCRIPTION	QUANTITY	UNIT		AMOUNT
100	MOBILIZATION	1.00	LS		
110	REMOVE SMALL TREES & BRUSH	1.00	LS		
120	REMOVE RETAINING WALL & STEPS	4.00	EA		
130	BOULDER RETAINING WALL	161.00	TON		
140	COMMON BORROW (LV)	280.00	CY		
150	TOPSOIL BORROW (LV)	140.00	CY		
160	SEED & BLANKET DISTURBED AREA	4.00	EA		
	SUBTOTAL RETAINING WALLS				\$42,471.51
200	SAWCUT CONCRETE CURB	2.00	EA		
210	REMOVE & REPLACE CONCRETE CURB	30.00	LF		
	SUBTOTAL CURB				\$2,587.30

NOTES:

Quote valid for 30 days.
 Proposal based on one (1) mobilization to complete the work. Additional mobilizations to be charged at \$300.00 each.
 Retainage as withheld by Owner. Not to exceed 5%.
 Sales taxes included (if applicable)
 No bond included
 Payment due within 30 days of initial invoice. Past due accounts will accrue 1.5% per month service charge.
 Standard insurance included.
 Gopher State One Call locates included 4 business days prior to start of work.
 Miller Exc. is not responsible for weather, utility conflicts, other contractors, strikes, lockouts, material shortages, acts of god, or other circumstances beyond our control that may delay the completion of the work.
 All items listed above are tied, unless arrangements are made PRIOR to bid opening.
 The information in this proposal is considered confidential between the two parties listed.
 All work to be completed during normal business hours. (Monday thru Friday 700 am to 500 pm)

THIS PROPOSAL HAS BEEN PREPARED ACCORDING TO THE FOLLOWING DOCUMENTS:

PLANS:Per site visit
SPECS:Per City standards & direction
GEOTECHNICAL:None
ADDENDA:None

THE FOLLOWING ITEMS ARE EXCLUDED FROM OUR PROPOSAL:

Surveying, staking, blue tops, or project layout
Waiver of Subrogation
Private utility locating
Winter conditions (frost ripping, frost blankets, road restrictions, ground thawing, etc.)
Vapor barrier, foundation insulation, or waterproofing
Contaminated material testing, excavation, abatement, remediation.
Traffic control
Sweeping required for non-Miller Exc work.
Final tolerance of aggregate base prior to concrete and/or asphalt
Sod, hydroseeding, straw mulch
Hand raking, rock removal, final tolerance prior to seeding and/or sod
Soil correction
Dewatering of site
Concrete washout area
Manhole or catch basin adjustments
Rock excavation
Retaining wall excavation or backfill
Fence removal or reinstallation
ROW degradation fees
Downspout connections
Concrete equipment or cleanout pads
Landscaping or irrigation installation and/or repair
Temporary access road grading, gravel, or removal
Soil testing. Gradations for imported materials available upon request.
Electrical or irrigation conduit installation
Concrete or bituminous paving
Wall removal to be directed in field by City

PROPOSAL ACCEPTANCE

We hereby accept the proposal for the work as outlined above and agree to the terms and conditions as listed. Any alteration or deviation from the work as specified above will become extra work over the estimate and will be paid as a change order to the original contract. Miller Excavating, Inc. is authorized to proceed with the work. Payment will be made according to the terms outlined above.

Signed: _____

Print: _____

Title: _____

Date: _____



13880 Tomahawk Dr. S
Afton, MN 55001

ESTIMATE

Phone# 612-715-3637

Contact: Tim Wilmes

RETAINING WALLS

DEMOLITION

EXCAVATION

Incorporating courtesy, dependability and integrity into everything we do.

8/27/2019

Work to be performed: **Retaining Wall**

Client Name: Lake Elmo

Project description:

Demolish and dispose of portions of the existing retaining walls where needed and leave the rest in place for structural support. Build new retaining walls based on an engineered plan (prices may change based on type of material used in wall construction). Import and place fill soil behind proposed walls to create more natural slopes that resemble the existing grades on either side of the bridge/road.

Proposal includes:

*SE stair side by pond area:

Proposed wall 675 sf + demo and fill \$35,000

*NE side:

Proposed wall 360 sf + demo and fill \$18,000

NW side:

Proposed wall 330 sf + demo and fill \$17,600

SW side:

Proposed wall 576 sf + demo and fill \$31,000

Proposal does not include: Handling of hazardous materials, permit fees, surveying, dewatering, soil correction, bridge repair, parking lot, road, driveway or sidewalk repair/ replacement, finish landscape plantings, sod, seed, tree or stump removal, sprinkler repair, fence repair or installation, erosion control or engineering fee.

Notice of Pre-Lien

This notice is to advise you of your rights under the Minnesota Law in connection with the improvement to your property. Any person or company supplying labor or materials for this improvement may file a lien against your property if that person or company has not been paid for the contributions. Under Minnesota Law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave you a timely notice.

\$100 to schedule the project. 1/2 down at the start of the project and balance due upon completion. If you have any questions please call Tim at 612-715-3637.

Signature of Acceptance: _____













Trail
Closed

NO TRAIL
RUNNING

