

**REGULAR MEETING OF THE CITY COUNCIL
CITY OF LAKE ST CROIX BEACH
16455 20th STREET SOUTH
WASHINGTON COUNTY, MINNESOTA**

September 19, 2016

AGENDA

7:00 P.M.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **APPROVE AGENDA**

4. **CONSENT AGENDA** Roll Call Vote. *(Consent Agenda items, listed on the following page, are defined as routine business, not requiring discussion and approved by a roll call vote. Councilmembers may elect to pull a Consent Agenda item(s) for discussion and/or separate action)*

5. **OPEN COMMENTS FROM THE PUBLIC**

Visitors may share their comments or concerns on **any issue** that is a responsibility or function of the City Council of Lake St. Croix Beach, not an issue as listed on this agenda. Persons who wish to address the City Council must fill out a comment card before the meeting begins and give it to the City Clerk or City staff. The mayor will ask you to come to the podium, state your name and address, and present your comments. Your presentation will be limited to no more than 3 minutes. The mayor reserves the right to limit an individual's presentation if it becomes redundant, repetitive, overly argumentative, or if it is not relevant to an issue that is part of the City Council's responsibilities. The mayor may also limit the number of individual presentations.

PUBLIC COMMENTS (Agenda Items)

Visitors may share their comments or concerns on any **agenda item listed** that is a responsibility or function of the City Council of Lake St. Croix Beach. Persons who wish to address the City Council must fill out a comment card before the meeting begins and give it to the City Clerk or City staff. The mayor will ask you to come to the podium, state your name and address, and present your comments. Your presentation will be limited to no more than 3 minutes. The mayor reserves the right to limit an individual's presentation if it becomes redundant, repetitive, overly argumentative, or if it is not relevant to an issue that is part of the City Council's responsibilities. The mayor may also limit the number of individual presentations.

6. **PUBLIC SAFETY REPORTS**

- A. Law Enforcement
- B. Emergency Response and Fire
 - Kevin Wall, Fire Dept. Relief Association
- C. Animal Control

7. **CITY STAFF REPORTS**

- A. City Engineer Parotti
- B. City Attorney Sandstrom
 - 1. "Granny Pod" Opt-Out
 - 2. Minnesota Government Access

C. City Clerk-Administrator Schuler

1. Candidate Forum
2. Update on Afton Septic
3. Update on Lower St. Croix Valley Workshop
4. Update on Bluff Project
5. Matching Grant – Playground Equipment
6. Approval of Park Committee Chairperson
7. Questions from Parks Board
8. Treasurer’s Report

- September Claims: \$41,904.86 with check numbers 17308 through 17332

D. Deputy Clerk Andrew Brunick

8. **NEW BUSINESS**

- A. Building Inspector Proposals
- B. Jacobs Variance
- C. Fat Tire Trike CUP and IUP
 - **Resolution 2016-13** – Granting a CUP as request by Joe Bush to operate businesses at 1980 Quasar Avenue South.
- D. Preliminary Levy

9. **UNFINISHED BUSINESS**

- A. City Clerk-Administrator Performance Review

10. **OTHER BUSINESS**

11. **COUNCIL/STAFF REPORTS**

- A. Councilmember Brown
 - Cable Commission
- B. Councilmember Kline
- C. Councilmember Reiter
 - Environmental Advisory Board
- D. Councilmember Unker
 - Afton Wastewater treatment System
- E. Mayor McCarthy
 - Veterans memorial
 - Sentence -To- Serve (STS)
 - Planning Commission
 - Middle St Croix Water Management Organization
 - Lower St Croix Valley Partnership Team

12. **ADJOURNMENT**

4. **CONSENT AGENDA ITEMS**

- A. *Minutes from the August 15, 2016 City Council Meeting.*

CONSENT AGENDA

**REGULAR MEETING OF THE CITY COUNCIL
CITY OF LAKE ST CROIX BEACH
16455 20th STREET SOUTH
WASHINGTON COUNTY, MINNESOTA**

CITY COUNCIL MEETING

August 15, 2016

MEMBERS PRESENT: Tom McCarthy, Charles W. Brown, Michelle Kline, Cindie Reiter, Jim Unker

STAFF PRESENT: John Parotti, Kevin Sandstrom, Andrew Brunick, Sue Schuler

OTHERS PRESENT: Dolly Burns, Becky Brewster, Bill Glampe, JP Armstrong, James Langenberger, Andrew Langenberger, Jo Hull

CALL TO ORDER by Mayor McCarthy at 7:05 p.m.

PLEDGE OF ALLEGIANCE was said.

APPROVE AGENDA Agenda item 3.

Councilmember Brown requested that item 10 to item 6B. Councilmember Reiter requested that “City Clerk-Administrator Performance Appraisal” be added as 9A.

MOTION BY COUNCILMEMBER BROWN, SECONDED BY COUNCILMEMBER REITER, TO APPROVE THE AGENDA AS AMENDED. MOTION PASSED, 5 AYES, 0 NAYS.

CONSENT AGENDA Agenda item 4.

Councilmember Reiter requested that the July 18, 2016 council meeting minutes be pulled from the consent agenda and moved to 9B.

MOTION BY COUNCILMEMBER REITER, SECONDED BY MAYOR MCCARTHY, TO APPROVE THE CONSENT AGENDA AS AMENDED. THE FOLLOWING ROLL CALL VOTE WAS TAKEN: UNKER – AYE, KLINE – AYE, BROWN – AYE, REITER – AYE, MCCARTHY – AYE.

OPEN COMMENTS FROM THE PUBLIC Agenda item 5.

Jim Golden, 1920 Quarry Avenue South, requested that people send their comments in for the Afton Wastewater Treatment Project during the federal comment period that just opened up to try and stop the project.

PUBLIC COMMENTS (Agenda Items)

No comments from the public.

PUBLIC SAFETY REPORTS

Law Enforcement

Deputy Laura Jackson introduced herself as the new deputy for the lower St. Croix Valley. She reported 56 calls in July and went on to talk about some of the more common calls she's received. Deputy Jackson also provided an update on the investigation regarding a shooting that occurred in LSCB recently.

Neighborhood Watch (Schuler)

Clerk-Admin. Schuler reported that residents have expressed an interest in forming a neighborhood watch to try and deter undesirable activity down at the public beach.

Deputy Jackson said that she will be working with Deputy Sullivan on community initiatives like that.

Emergency Response and Fire

Chris Peterson, Fire Chief, reported 43 calls, 6 of which were in LSCB in July.

Kevin Wald, President of the Lower St. Croix Valley Firefighters' Relief Association, presented their annual audit for fiscal year 2015.

Animal Control

0 calls, 0 warning letters sent, 1 lost dog, 2 lost cats, a fainting goat, and 1 dog found in July.

CITY STAFF REPORTS

City Engineer Parotti

Street Patching Update

City Engineer Parotti reported that he met with the mayor and the contractor down at the streets that will be redone next year to see if any patching would be needed in the meantime. Engineer Parotti stated that the Council will be provided a quote for "dump and run" patching if these streets require it.

City Engineer Parotti reported that the spray emulsion patching is about two thirds completed and expect to finish early next week.

Culvert Televising – Riviera Avenue Levy

City Engineer Parotti reported that he got the contract back from the contractor last week and it is ready for the mayor and administrator's signature. City Engineer Parotti reported that the contractor that they could get that work done in the next couple of weeks.

River Elevation

City Engineer Parotti reported that the river elevation peaked at 680.5 on Saturday or Sunday and the current elevation is roughly 679.0.

City Attorney Sandstrom

Nothing to present.

City Clerk-Administrator Schuler

Well Testing on Quant Avenue

Clerk-Admin. Schuler proposed that the council approve testing the water at 4 residences on Quant Avenue to provide them with a baseline to help them better identify contamination in the future. Clerk-Admin. Schuler also brought up the option of working with Afton to put these residences on city water.

Councilmember Reiter stated that she thought it should be the responsibility of the residents to get their wells tested.

Councilmember Unker stated that he thought everyone should be encouraged to get their wells tested not just these 4 residents on Quant Avenue.

Jim Golden, 1920 Quarry Avenue South, again voiced his opposition to the Afton Septic project. City Attorney Sandstrom stated that he believed the city did everything it could to try and stop the project.

Jim Golden, 1920 Quarry Avenue South, then proposed having the City Attorney draft a letter on behalf of the city to submit during the Federal comment period protesting the Afton Septic project.

Councilmember Reiter asked for comment from City Attorney Sandstrom. City Attorney Sandstrom stated that he is fine with revising a previous letter that was sent in opposition to the Afton Septic project and asked that the council provide a budget limit for this. City Attorney Sandstrom stated that he could draft the letter for under \$500.00.

Mayor McCarthy stated that he didn't think the city should spend any more money on opposing the Afton Septic project.

City Attorney Sandstrom stated that he didn't believe the city should be getting involved in recommending well testing for residents.

MOTION BY COUNCILMEMBER UNKER, SECONDED BY COUNCILMEMBER REITER, TO DIRECT THE CITY ATTORNEY TO REVISIT THE ORIGINAL LETTER SENT IN OPPOSITION TO THE AFTON SEPTIC SYSTEM PROJECT AND UPDATE AS NECESSARY AND SUBMIT TO THE MINNESOTA POLLUTION CONTROL AGENCY FOR THE COMMENT PERIOD ENDING SEPTEMBER 1, 2016, NOT TO EXCEED OF \$500. MOTION PASSED, 5 AYES, 0 NAYS.

Building Inspection Services

Clerk-Admin. Schuler stated that the City of Bayport is using their 60 day “opt out” of the contract for building inspection services they have with LSCB. Clerk-Admin. Schuler then stated that MNSpect will be presenting an offer to contract directly with the city for building inspection services. Clerk-Admin. Schuler recommended contracting with an individual at an hourly rate that could be in the office 2 to 3 days a week. This would cut down costs because the inspector would not be getting a percentage of the permit cost, just an hourly rate. Clerk-Admin. Schuler stated that she would have more next meeting on this.

Proposed Address Change

Clerk-Admin. Schuler stated that property in question is 16561 14th Street South. Washington County is suggesting that the address be changed to 14656 Queens Avenue South which would make it easier for emergency responders. Clerk-Admin. Schuler proposed sending out a letter to the assessor’s office, Xcel Energy, Comcast, CenturyLink, Waste Management, the water department, Washington County GIS, and the postal service notifying them of the address change and reasons for the change. Clerk-Admin. Schuler also proposed sending a letter to the homeowner notifying them of what has been done for them in regard to the address change.

MOTION BY MAYOR MCCARTHY, SECONDED BY COUNCILMEMBER BROWN, TO APPROVE AN ADDRESS CHANGE AT 16561 14TH STREET SOUTH TO 14656 QUEENS AVENUE SOUTH AND LETTERS NOTIFYING THE HOMEOWNER, WASHINGTON COUNTY, AND UTILITIES. MOTION PASSED, 5 AYES, 0 NAYS.

League of Women Voters Study

Clerk-Admin. Schuler presented a study put out by the League of Women Voters concerning openness in government.

Councilmember Reiter asked if Mayor McCarthy, liaison to the fire dept., would bring a copy of this study to them and encourage them to start posting their meetings.

August Claims: \$63,119.31

Clerk-Admin. Schuler reported that check number 17283 in the amount of \$3,757.66 had been pulled because of double payment. The updated claims amount is \$59,361.65.

MOTION BY COUNCILMEMBER REITER, SECONDED BY COUNCILMEMBER BROWN, TO APPROVE CHECK NUMBER 17270 THROUGH 17303 IN THE AMOUNT OF \$59,361.65. MOTION PASSED, 5 AYES, 0 NAYS.

Deputy Clerk Andrew Brunick

Deputy Clerk Brunick requested a motion for \$150.00 in startup cash to be used at the Fall Cleanup.

MOTION BY MAYOR MCCARTHY, SECONDED BY COUNCILMEMBER KLINE, TO APPROVE \$150 IN STARTUP CASH TO BE USED AT THE FALL CLEANUP EVENT ON SEPTEMBER 17, 2016. MOTION PASSED, 5 AYES, 0 NAYS.

Street Signs Update

Deputy Clerk Brunick stated that he has been working with the City of Maplewood on getting street signs ordered.

NEW BUSINESS

Shoreland/Park Security (Reiter)

Councilmember Reiter stated that some people she has talked to want Shoreline Park to be private and it is her understanding that this is not possible since the city is a public entity and the city has used federal dollars along Shoreline Park. Councilmember Reiter then stated that she was in favor of starting up a “neighborhood watch” as an effort to reduce crime in Shoreline Park and not in favor of the city hiring security to patrol the park.

Council Meeting Consent Agenda Process (Reiter)

Councilmember Reiter reminded the council that if they want to amend anything on the consent agenda, they need to pull it from the consent agenda first.

New Candidates Bio Format – Newsletter (Reiter)

Councilmember Reiter requested that the council allow candidates to put a half page bio in the newsletter.

MOTION BY COUNCILMEMBER REITER, SECONDED BY MAYOR MCCARTHY, TO APPROVE ALLOWING CANDIDATES TO INCLUDE HALF PAGE BIOGRAPHIES IN THE CITY NEWSLETTER. MOTION PASSED, 5 AYES, 0 NAYS.

Public Hearing – Wald Variance Recommendation

Resolution 2016-12 – Granting Variances as Requested by David and Carol Wald to Construct Addition onto Home at 1640 Riviera Avenue South.

Clerk-Admin. Schuler presented on the application submitted by David and Carol Wald for an addition on to the residence at 1640 Riviera Avenue South.

Councilmember Unker questioned where the “practical difficulty” was in the application.

Councilmember Brown expressed concern that he had not seen anything on this project prior to the meeting.

MOTION BY COUNCILMEMBER REITER, SECONDED BY MAYOR MCCARTHY, TO APPROVE RESOLUTION 2016-12 GRANTING VARIANCES AS REQUESTED BY DAVID AND CAROL WALD TO CONSTRUCT ADDITION ONTO HOME AT 1640 RIVIERA AVENUE SOUTH WITH THE RECOMMENDED CHANGES FROM THE CITY ADMINISTRATOR. THE

FOLLOWING ROLL CALL VOTE WAS TAKEN: UNKER – AYE, KLINE – AYE, BROWN – AYE, REITER – AYE, MCCARTHY – AYE.

UNFINISHED BUSINESS

City Clerk-Admin. Performance Appraisal

Councilmember Reiter proposed to either give Clerk-Admin. Schuler a performance appraisal at the September Council meeting or give her a 3% raise. City Attorney Sandstrom recommended a formal performance evaluation to provide feedback and documentation. The council agreed to individually complete a performance appraisal before the next council meeting.

OTHER BUSINESS

Minutes of July 18, 2016 City Council Meeting

Councilmember Reiter requested some changes to the July 18, 2016 City Council Meeting Minutes. Clerk-Admin. Schuler asked for clarification on the style and level of detail the council would like in the meeting minutes.

City Attorney Sandstrom stated that minutes could not be amended after they have been approved.

COUNCIL/STAFF REPORTS

Councilmember Brown

Nothing to report.

Councilmember Kline

Nothing to report.

Councilmember Reiter

Councilmember Reiter stated that she went to the Planning Commission and Parks Board meetings.

Councilmember Unker

Nothing to report.

Mayor McCarthy

Mayor McCarthy reported that he attended the following meetings; Planning Commission, Middle St Croix Water Management Organization, Lower St Croix Valley Partnership Team

ADJOURNMENT

**MOTION BY COUNCILMEMBER BROWN, SECONDED BY
COUNCILMEMBER REITER, TO ADJOURN THE MEETING. MOTION
PASSED UNANIMOUSLY.**

DRAFT

Public Safety Reports

AGN	Date	Citation Number	Badge	Officer Name	Citation Type	Warning	Street Name	City	Literal Desc
WCSO	2016-08-29	820025624201	160	K. Manis	Citation	N	19TH ST S	Lake St. Croix Beach	MOV-Passing-Prohibited by Signs-No Passing Zone
WCSO	2016-08-22	820012623501	176	N. Sullivan	Citation	N	18TH ST S	Lake St. Croix Beach	CRIM-ASSAULT-5TH DEGREE-INFLICT OR ATTEMPT BODILY HARM

9/01/16 7:37:47

Washington County Sheriff's Office

CONTRACT ICR's

Contract Report for LAKE ST CROIX BEACH

For the Period 8/01/16 To 8/31/16

Date	Time	ICR #	ID#	Street Name	Complaint
8/02/16	13:59:57	116028488	0077	QUINLAN AV	CHECK WELFARE **21 >>>>>>>>>
8/02/16	16:07:45	116028524	0077	18TH ST	JUVENILE COMPLAINT
8/02/16	23:08:07	116028566	1281	RIVER FRONT	PAR NIGHT TO UNITE
8/04/16	2:50:05	116028730	0150	RIVIERA AV	SHOTS FIRED/PROPERTY DAMAGE
8/04/16	2:50:05	116501990	0100	RIVIERA AV	AOA/SHOTS FIRED/PROPERTY DAMAG
8/04/16	10:47:28	116028779	0132	RIVIERA AV	SEARCH WARRANT
8/04/16	21:15:03	116028874	0091	RIVIERA AV	SUSPICIOUS ACTIVITY
8/05/16	13:34:45	116028969		17TH ST	WARRANT / WCCS / CR152876
8/05/16	16:28:30	116029004	1281	RIVIERA AV	KNOCK & TALK
8/05/16	17:34:56	116029015	0084	17TH ST	A & D ORDER INFORMATION
8/05/16	18:33:54	116029023	1281	20TH ST	MEDICAL - LEVEL 1
8/05/16	23:15:27	116029051	0142	RIVIERA AV	POSSIBLE BURGLARY
8/06/16	18:17:30	116029137	0093	RIVIERA AV	THREATS REPORT
8/07/16	15:40:16	116029244	1253	ST CROIX RIVER	WATERCRAFT VIOLATION WARNING T
8/08/16	15:48:38	116029371	0174	UPPER 22ND ST	MEDICAL LEVEL 3
8/08/16	16:40:07	116029387	0192	SAINT CROIX TR	GAS DRIVE OFF
8/09/16	6:48:44	116029456	0130	REDWING AV	MEDICAL/SUICIDAL MALE LEVEL 1
8/09/16	15:36:15	116029533	0130	QUINLAN AV CT	SUSPICIOUS ACTIVITY
8/09/16	19:13:16	116029560	0076	RIVIERA AV	PARKING COMPLAINT
8/10/16	0:00:18	116029590	1264	QUINLAN AV	SUSPICIOUS ACTIVITY
8/10/16	7:45:42	116029615	0160	18TH ST	FOUND DOG
8/10/16	9:20:18	116029625	0160	RACINE AV	PUBLIC ASSIST
8/10/16	14:09:27	116029670	0160	RAMADA AV	INFORMATION/IRS SCAMS
8/10/16	17:45:51	116029698	0176	20TH ST	BREAK IN REPORT
8/10/16	19:39:51	116029714	0113	17TH ST	GUN INCIDENT/SHOOTING
8/10/16	19:39:51	116502038	0090	17TH ST	AOA/GUN INCIDENT
8/10/16	19:40:27	116029715	0084	15TH ST	OFFICER INFORMATION *RSTK
8/10/16	22:10:09	116029737	1208	QUEBEC AV	POWER LINES DOWN
8/11/16	9:03:04	116029776	0068	19TH ST	PARKING COMPLAINT
8/11/16	15:18:37	116029854	0113	RIVIERA AV	DRUG ACTIVITY
8/11/16	15:46:51	116029857	0088	QUARRY AV	CIVIL QUESTIONS *RSTK CALL CO
8/12/16	7:45:05	116029919	0088	QUEENS AV	JUV RUNAWAY
8/12/16	16:09:19	116030011	0095	QUEBEC AV	911 OPEN LINE
8/13/16	20:34:24	116030143	0093	SAINT CROIX TR	INTOXICATED MALE
8/15/16	9:37:14	116030327		RIVIERA AV	RECEIPT# 160003906
8/15/16	18:43:13	116030408	0174	20TH ST	LAKE ST CROIX BEACH CITY COUNC
8/15/16	22:48:08	116030430	0174	RIVIERA AV	OFFICER INFORMATION
8/15/16	22:59:32	116030432	1264	17TH ST	ASSIST
8/16/16	1:48:38	116030442	1264	17TH ST	SUSPICIOUS ACTIVITY
8/16/16	17:26:52	116030557	0130	13TH ST	MEDICAL LEVEL 1
8/17/16	8:53:22	116030617	0130	QUASAR CT	VEH LOCKOUT
8/18/16	3:54:14	116030736	0070	RIVIERA AV	SUSPICIOUS VEHICLE
8/18/16	8:24:05	116030748	0160	RIVIERA AV	INFORMATION/IRS SCAM
8/18/16	19:39:45	116030838	0176	SAINT CROIX TR	PUBLIC ASSIST

8/19/16 20:21:49 116031014 0176 QUANT AV PARKING CONCERN
8/21/16 22:00:23 116031245 0076 18TH ST ASSAULT REPORT **RSTK 176 2
8/22/16 2:40:12 116031258 0067 UPPER 17TH ST UNK SITUATION **RESTACK/AMB RO
8/22/16 12:20:00 116031318 0077 18TH ST DAMAGE TO PROPERTY
8/23/16 19:07:31 116031534 0174 20TH ST FOUND BIKE
8/24/16 17:10:11 116031675 0082 18TH ST MISSING DOG
8/25/16 15:07:02 116031811 QUINLAN AVE RECEIPT# 160004108
8/29/16 10:59:32 116032270 0088 QUEBEC AV VEHICLE LOCKOUT
PRT CONTRACT ICR REPORT TALEE Page 2

9/01/16 7:37:47

Washington County Sheriff's Office

CONTRACT ICR's

Contract Report for LAKE ST CROIX BEACH

For the Period 8/01/16 To 8/31/16

Date	Time	ICR #	ID#	Street Name	Complaint
8/29/16	11:45:48	116032281	0160	19TH ST	TRAFFIC
8/29/16	13:29:38	116032307	0088	QUEBEC AV	WINDOW ALARM
8/30/16	17:14:32	116032493	0091	18TH ST	FRAUD REPORT
8/30/16	17:30:01	116032496	0091	SAINT CROIX TR	TRESSPASSING *CALL COMP WI

Total ICRs Processed: 56

** END OF REPORT **

OFFICE OF THE STATE AUDITOR

2016 Maximum Benefit Worksheet

	A	B	C	D	E
	Fire State Aid and Supplemental State Aid	Municipal Contribution	10% of Surplus *	Active Members in Relief Association	Per Year Average [(A + B + C) / D]
	(From FIRE-15)	(From FIRE-15)	(SC-15 or Actuarial)	(From FIRE-15)	
2015	47,347	0	23,809	29	2,454
	(From RF-14)	(From RF-14)	(SC-14 or Actuarial)	(From RF-14)	
2014	43,687	0	25,561	28	2,473
	(From RF-13)	(From RF-13)	(SC-13 or Actuarial)	(From RF-13)	
2013	44,218	4,979	12,121	26	2,358

* If deficit for the year, leave blank.

Average available financing per active member for the most recent 3-year period:
(sum of column E divided by 3)

2,428

Maximum Lump Sum Benefit Level under Minn. Stat. § 424A.02, subd. 3

4,500

Lower St Croix Valley Fire Department Relief
Association
1560 St Croix Trail S
Lakeland, MN 55043
(651) 436-7033

Date: Sunday July 10, 2016

From: Lower St Croix Valley Fire Department Relief Association (LSCVFDRA) Board of Directors

To: Lower St Croix Valley Fire Protection District Joint Powers Honorable City Mayors

Dear Board members and honorable city mayors,

Please receive the following enclosures and action items:

- LSCVFDRA 2015 Annual Audit
- Office of the State Auditor form SC-16 (financials)
- Request for City ratification of benefit level increase

LAKE ST. CROIX
BEACH

The General Membership (your residents, neighbors & firefighters) of the Lower St Croix Valley Firefighters Relief Association voted at their June 2016 Annual Meeting to approve a benefit level increase. As you are aware, the Relief Association must have 100% joint powers cities approval for the benefit level to become fully ratified.

The new membership and Board of Directors approved benefit level is \$ 3400/ year of service, an increase of \$150/ year. The last increase was also \$150/ year in 2014.

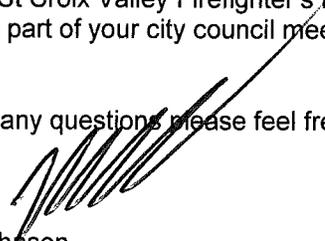
The attached audit and financials page of the SC-16 as required by MN State Statute and governed by the MN Office of the State Auditor projects the Relief Association will be funded as follows:

Projected Assets	\$1,544,354
2016 Accrued Liability	\$1,360,913
Surplus of (Deficit)	\$ 183,441
Funding Ratio	113.38%

The Lower St Croix Valley Firefighter's Relief Association formally request your city officially ratify the benefit level increase as part of your city council meeting.

If you have any questions please feel free to contact me.

Sincerely,


Kevin R. Johnson
Treasurer, Lower St Croix Valley Firefighters Relief Assn
robkev@comcast.net
C- (612) 209-2825

Encl: see above for attachment list

✓

OFFICE OF THE STATE AUDITOR

	2016	2017	
Total Active Member Liabilities	1,296,284	1,386,996	
Total Deferred Member Liabilities	64,629	64,629	
Total Unpaid Installments	0	0	
Grand Total Special Fund Liability	A. 1,360,913	B. 1,451,625	
Normal Cost (Cell B minus Cell A)			C. 90,712

Projection of Net Assets for Year Ending December 31, 2016

Special Fund Assets at December 31, 2015 (FIRE-15 Form ending assets) 1 1,504,506

Projected Income for 2016

Fire State Aid (2015 fire state aid of \$38,040 may be increased by up to 3.5%)	D.	38,041	
Supplemental State Aid (actual 2015 supplemental state aid)	E.	9,307	
Municipal / Independent Fire Dept. Contributions	F.	0	
Interest / Dividends	G.	0	
Appreciation / (Depreciation)	H.	0	
Member Dues	I.	0	
Other Revenues	J.	0	
Total Projected Income for 2016 (Add Lines D through J)			2 47,348

Projected Expenses for 2016

Service Pensions (fill in individual pension amounts below) K. 0

Names:	\$ Amounts:

Other Benefits L.
 Administrative Expenses M. 7,500

Total Projected Expenses for 2016 (Add Lines K through M) 3 7,500

Projected Net Assets at December 31, 2016 (Add Lines 1 and 2, subtract Line 3) 4 1,544,354

Projection of Surplus or (Deficit) as of December 31, 2016

Projected Assets (Line 4)	5	1,544,354
2016 Accrued Liability (Page 4, cell A)	6	1,360,913
Surplus or (Deficit) (Line 5 minus Line 6)	7	183,441

MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA COURT DATA SERVICES FOR GOVERNMENTAL AGENCIES

THIS AGREEMENT is entered into by and between

City of Lake St. Croix Beach

(Government Subscriber Name)

of 16455 20th Street South, Lake St. Croix Beach, MN 55043

(Government Subscriber Address)

(hereinafter "Government Subscriber") and THE STATE OF MINNESOTA

Office of State Court Administration

of 25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155

(hereinafter "the Court").

Recitals

The Court offers Court Data Services, as defined herein, to Minnesota Government Subscribers as authorized by the Rules of Public Access and Court Order. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted herein. Government Subscriber desires to use Court Data Services, and the Court desires to provide the same, to assist Government Subscriber in the efficient performance of its governmental duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

Court Data Services are defined in the Definitions section of this Agreement and may involve a one-way or two-way transmission of information between the parties, some of which may include court information that is not accessible to the public pursuant to the Rules of Public Access and which may not be disclosed by Government Subscriber without the prior approval of the appropriate court or record custodian. Government Subscriber agrees herein to limit its access to and use of Court Records and Court Documents through Court Data Services to the Government Subscriber's "Legitimate Governmental Business Need" as defined herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Court and Government Subscriber agree as follows:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.**

1.1 **Term.** This Agreement shall be effective on the date executed by the Court and shall remain in effect according to its terms.

1.2 Termination.

1.2.1 Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty (30) days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. Termination of this Agreement pursuant to Clause 4.5 shall be effective immediately and may occur without prior notice to Government Subscriber.

1.2.2 The provisions of Clauses 5, 6, 8, 9, 10, 12.2, 12.3 and 15 through 24 shall survive any termination of this Agreement, as shall any other provisions that by their nature are intended or expected to survive such termination. Upon termination, the Government Subscriber shall perform the responsibilities set forth in paragraph 8.6 hereof.

1.3 Subsequent Agreement. This Agreement may be superseded by a subsequent agreement between the parties.

2. DEFINITIONS.

2.1 "Agency Account Manager" means the Government Subscriber employee assigned with the tasks of: (1) being the point of contact for communications between Government Subscriber and the Court; (2) maintaining a current list Government Subscriber's Individual Users and their signed User Acknowledgment Forms and promptly notifying the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted; (3) reporting violations of this agreement by Government Subscriber's Individual Users and steps taken to remedy violations to the Court.

2.2 "Court Data Services" means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website, which is currently www.mncourts.gov, or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:

2.2.1 "Bulk Data Delivery" means the electronic transmission of Court Records in bulk form from the Court to the Government Subscriber, from one or more of the Court's databases and through any means of transmission, as described in applicable Policies & Notices and materials referenced therein.

2.2.2 "Court Integration Services" means pre-defined automated transmissions of i) Court Records from the Court's computer systems to Government Subscriber's computer systems; and/or ii) Government Subscriber Records from the Government Subscriber's computer systems to the Court's computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Policies & Notices and materials referenced therein.

2.2.3 "MNCIS Login Accounts" means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records and Court Documents maintained by the Minnesota Court

Information System (“MNCIS”), as described in applicable Policies & Notices and materials referenced therein.

- 2.3 **“Court Data Services Databases”** means any databases and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.
- 2.4 **“Court Data Services Programs”** means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.
- 2.5 **“Court Records”** means all information in any form made available by the Court and/or its affiliates to Government Subscriber for the purposes of carrying out this Agreement, including:
- 2.5.1 **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information and Court Documents, as defined herein.
- 2.5.2 **“Court Confidential Case Information”** means any information in the Court Records (including Court Documents) that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- 2.5.3 **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- 2.5.4 **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
- 2.5.5 **“Court Documents”** means electronic images of documents that are part of or included in a court file.
- 2.6 **“DCA”** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.
- 2.7 **“Government Subscriber Records”** means any information in any form made available by the Government Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.
- 2.8 **“Government Subscriber’s Individual Users”** means Government Subscriber’s employees or independent contractors whose use or access of Court Data Services,

as well as the access, use and dissemination of Court Records (including Court Documents), is necessary to effectuate the purposes of this Agreement.

- 2.9 **“Legitimate Governmental Business Need”** means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
- 2.10 **“Policies & Notices”** means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Government Subscriber’s use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications, such as transport mechanisms, that Government Subscriber may need to procure separately to use Court Data Services.
- 2.11 **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court and/or the SCAO entitled “Limits on Public Access to Case Records” or “Limits on Public Access to Administrative Records,” all of which by this reference are made a part of this Agreement. It is the obligation of Government Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. Such rules, lists, and tables are posted on the main website for the Court, for which the current address is www.mncourts.gov.
- 2.12 **“SCAO”** means the State of Minnesota, State Court Administrator’s Office.
- 2.13 **“This Agreement”** means this Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, including all Exhibits, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.
- 2.14 **“Trade Secret Information of SCAO and its licensors”** is defined in sections 8.1, 8.2 and 8.4 of this Agreement.
- 2.15 **“User Acknowledgement Form”** means the form signed by Government Subscriber’s Individual Users to confirm in writing that the Individual User has read and understands the requirements and restrictions in this Agreement (Exhibit A).
3. **DATA ACCESS SERVICES PROVIDED TO GOVERNMENT AGENCY.** Following execution of this Agreement by both parties, Government Subscriber will be offered access to the Court Records (including Court Documents) described in the Government Subscriber Access Chart, which is posted on the Policies & Notices.

4. **AUTHORIZED ACCESS, USE, AND DISSEMINATION OF COURT DATA SERVICES AND COURT RECORDS LIMITED; TRAINING; VIOLATIONS; SANCTIONS.**

4.1 **Authorized Access to Court Data Services and Court Records.**

- 4.1.1 Government Subscriber and Government Subscriber's Individual Users shall access only the Court Data Services and Court Records (including Court Documents) necessary for a Legitimate Governmental Business Need.
- 4.1.2 The access of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.
- 4.1.3 Government Subscriber and Government Subscriber's Individual Users shall not access or attempt to access Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.2 **Authorized Use of Court Data Services and Court Records.**

- 4.2.1 Government Subscriber and Government Subscriber's Individual Users shall use the Court Data Services and Court Records (including Court Documents) accessed only for a Legitimate Governmental Business Need and according to the instructions provided in corresponding Policies & Notices or other materials.
- 4.2.2 The use of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.
- 4.2.3 Government Subscriber and Government Subscriber's Individual Users shall not use or attempt to use Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.3 **Dissemination of Court Records.** Government Subscriber and Government Subscriber's Individual Users shall not share the Court Records (including Court Documents) accessed and data therefrom with third parties and other individuals other than as needed to further a Legitimate Governmental Business Need.

4.4 **Training.** Government Subscriber shall provide Government Subscriber's Individual Users training in the proper access, use, and dissemination of Court Records (including Court Documents).

4.5 **Violations.**

- 4.5.1 The access, use, or dissemination of Court Data Services or Court Records (including Court Documents) beyond what is necessary for a Legitimate

Governmental Business Need by Government Subscriber or Government Subscriber's Individual Users is a violation of this Agreement. The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal use is a violation of this Agreement.

- 4.5.2 Any violation pursuant to Clause 4.5.1, or any unauthorized or attempted access, use or dissemination of Court Data Services, Court Records or Court Documents by Government Subscriber or Government Subscriber's Individual Users shall be grounds for the Court to impose sanctions as described in Clause 4.6 and to terminate this Agreement without prior notice to Government Subscriber and/or Government Subscriber's Individual Users.

4.6 Sanctions.

- 4.6.1 Sanctions for a violation pursuant to Clause 4.5.1 may be imposed upon a Government Subscriber and/or Government Subscriber's Individual Users and may include the suspension of access or termination of access for Government Subscriber and/or Government Subscriber's Individual Users.

- 4.6.2 If the Court decides to terminate the access for Government Subscriber and/or Government Subscriber's Individual Users, the Court shall notify the affected party in writing. The termination shall be effective immediately. Prior notice to Government Subscriber and/or Government Subscriber's Individual Users is not required. Reinstatement of the access shall only be upon the written direction of the Court.

5. GUARANTEES OF CONFIDENTIALITY. Government Subscriber agrees:

- 5.1 To not disclose Court Confidential Information to any third party except where necessary to carry out the Government Subscriber's Legitimate Governmental Business Need as defined in this Agreement.
- 5.2 To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Government Subscriber's obligations under this Agreement.
- 5.3 To limit the use of and access to Court Confidential Information to Government Subscriber's Individual Users. Government Subscriber shall advise Government Subscriber's Individual Users of the restrictions upon access, use and disclosure contained in this Agreement, requiring each Government Subscriber's Individual User to acknowledge in writing that the individual has read and understands such restrictions. Government Subscriber's Individual Users shall sign the User Acknowledgment Form (Exhibit A) before accessing Court Data Services.
- 5.4 That, without limiting Clause 1 of this Agreement, the obligations of Government Subscriber and Government Subscriber's Individual Users with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Agreement and the termination of their relationship with Government Subscriber.

5.5 That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Government Subscriber and Government Subscriber's Individual Users under this Agreement, such obligations of Government Subscriber and Government Subscriber's Individual Users are founded independently on the provisions of this Agreement.

5.6 That, a violation of Government Subscriber's agreements contained in this Clause 5, or a violation of those same agreements by Government Subscriber's Individual Users, shall be grounds for the Court to terminate this agreement and Government Subscriber and/or Government Subscriber's Individual Users access to Court Data Services and Court Records (including Court Documents).

6. **APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE AND PREVIOUSLY DISCLOSED COURT RECORDS AND COURT DOCUMENTS.** Subscriber acknowledges and agrees:

6.1 **Court Case Information Provided Under Legal Mandate.** When the Court is required to provide Government Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Government Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Government Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Government Subscriber's access to and use of Court Confidential Security and Activation Information.

6.2 **Previously Disclosed Court Records and Court Documents.** Without limiting section 6.1, all Court Records and Court Documents disclosed to Government Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.

7. **ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.**

7.1 **Requirement to Advise Government Subscriber's Individual Users.** To affect the purposes of this Agreement, Government Subscriber shall advise each of Government Subscriber's Individual Users who are permitted to use and/or access Court Data Services and Court Records (including Court Documents) under this Agreement of the requirements and restrictions in this Agreement.

7.2 **Required Acknowledgement by Government Subscriber's Individual Users.**

7.2.1 Government Subscriber shall require each of Government Subscriber's Individual Users to sign the User Acknowledgement Form (Exhibit A).

7.2.2 The User Acknowledgement Forms of current Government Subscriber's Individual Users must be obtained prior to submitting this Agreement to the

Court for approval and shall accompany the submission of this Agreement for approval.

7.2.3 Until the User Acknowledgement Form required in Clause 7.2.1 is signed, a Government Subscriber's Individual User is prohibited from accessing, using or disseminating Court Data Services and Court Records (including Court Documents). The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by a Government Subscriber's Individual User that has not completed a User Acknowledgement Form as required in Clause 7.2.1 is a violation of this Agreement.

7.2.4 Government Subscriber shall keep all such written User Acknowledgment Forms on file while this Agreement is in effect and for one (1) year following the termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such acknowledgements upon request to the Agency Account Manager.

7.2.5 The User Acknowledgment Forms are incorporated herein by reference.

8. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Government Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive Court Records (including Court Documents). SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Government Subscriber. These modifications shall be treated in all respects as their previous counterparts.

8.1 **Court Data Services Programs.** SCAO is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of SCAO and its licensors.

8.2 **Court Data Services Databases.** SCAO is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of SCAO and its licensors.

8.3 **Marks.** Government Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

8.4 **Restrictions on Duplication, Disclosure, and Use.**

8.4.1 Trade secret information of SCAO and its licensors will be treated by Government Subscriber in the same manner as Court Confidential

Information. In addition, Government Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of SCAO and its licensors" does not, however, include information which was known to Government Subscriber prior to Government Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Government Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law.

8.4.2 It will not be a violation of Clause 8.4 for Government Subscriber to make up to one (1) copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement.

8.4.3 Government Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Government Subscriber will advise Government Subscriber's Individual Users who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

8.5 Proprietary Notices. Government Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of SCAO and its licensors, or any part thereof, made available by SCAO or the Court, and Government Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Government Subscriber by SCAO or the Court, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

8.6 Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, made available by the Court and SCAO to Government Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Government Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration

materials, if any, and logon account information; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

- 8.7 Reasonable Security Measures.** The Court may add reasonable security measures including, but not limited to, a time-out feature, to Court Data Services Programs.
- 9. INJUNCTIVE RELIEF; LIABILITY.** Government Subscriber acknowledges that the Court, SCAO, SCAO's licensors, and DCA will be irreparably harmed if Government Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Government Subscriber of its obligations. Therefore, Government Subscriber agrees that the Court, SCAO, SCAO's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Government Subscriber or Government Subscriber's Individual Users without the necessity of the Court, SCAO, SCAO's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Government Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Government Subscriber shall be liable to the Court, SCAO, SCAO's licensors, and DCA for reasonable attorney's fees incurred by the Court, SCAO, SCAO's licensors, and DCA in obtaining any relief pursuant to this Agreement.
- 10. COMPROMISE LIABILITY.** Government Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Government Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Government Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.
- 11. AVAILABILITY.** Specific terms of availability shall be established by the Court and set forth in the Policies & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Government Subscriber's approved Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.
- 12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Government Subscriber set forth in this section are in addition to the other obligations of the Government Subscriber set forth elsewhere in this Agreement.
- 12.1 Judicial Policy Statement.** Government Subscriber agrees to comply with all policies identified in applicable Policies & Notices. Upon failure of the Government Subscriber to comply with such policies, the Court shall have the option of immediately suspending or terminating the Government Subscriber's Court Data Services on a temporary basis and/or immediately terminating this Agreement.

12.2 Access and Use; Log.

12.2.1 Government Subscriber shall be responsible for all access to and use of Court Data Services and Court Records (including Court Documents) by Government Subscriber's Individual Users or by means of Government Subscriber's equipment or passwords, whether or not Government Subscriber has knowledge of or authorizes such access and use.

12.2.2 Government Subscriber shall also maintain a log identifying all persons to whom Government Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Government Subscriber shall maintain such logs while this Agreement is in effect and for a period of one (1) year following termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such logs upon request.

12.2.3 Government Subscriber, through the Agency Account Manager, shall promptly notify the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted. Upon Government Subscriber's failure to notify the Court of these changes, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.2.4 The Court may conduct audits of Government Subscriber's logs and use of Court Data Services and Court Records (including Court Documents) from time to time. Upon Government Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.3 Personnel. Government Subscriber agrees to investigate (including conducting audits), at the request of the Court, allegations of misconduct pertaining to Government Subscriber's Individual Users having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records. Government Subscriber, through the Agency Account Manager, agrees to notify the Court of the results of such investigation, including any disciplinary actions, and of steps taken to prevent further misconduct. Government Subscriber agrees to reimburse the Court for costs to the Court for the investigation of improper use of Court Data Services, Court Records (including Court Documents), or trade secret information of the SCAO and its licensors.

13. FEES AND INVOICES. Applicable monthly fees commence ten (10) days after notice of the Court's approval of this Agreement or upon the initial Government Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Government Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within thirty (30) days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Government Subscriber and pursue all available legal remedies. Government Subscriber certifies that

funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

14. **MODIFICATION OF FEES.** SCAO may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty (30) days from the publication of the Policies & Notices. Government Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.
15. **WARRANTY DISCLAIMERS.**
 - 15.1 **WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.
 - 15.2 **ACCURACY, COMPLETENESS AND AVAILABILITY OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS. THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH COURT DATA SERVICES DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR.
16. **RELATIONSHIP OF THE PARTIES.** Government Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, SCAO, SCAO'S licensors, or DCA. Neither Government Subscriber nor the Court, SCAO, SCAO'S licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
17. **NOTICE.** Except as provided in Clause 2 regarding notices of or modifications to Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding notices of or modification of fees, any notice to Court or Government Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.
18. **NON-WAIVER.** The failure by either Party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. **FORCE MAJEURE.** Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.
20. **SEVERABILITY.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Government Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Government Subscriber.
22. **GOVERNING LAW.** This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.
23. **VENUE AND JURISDICTION.** Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Government Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
24. **INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in Clause 2 regarding Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.
25. **MINNESOTA DATA PRACTICES ACT APPLICABILITY.** If Government Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Government Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (*see* section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Government Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided under this Agreement; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Agreement, intending to be bound thereby.

1. GOVERNMENT SUBSCRIBER
Government Subscriber must attach documented verification of authority to sign on behalf of and bind the entity ("Master Subscriber Agreement Signing Authority"), such as a council resolution, board authority or legally binding decision maker, and attach same as Exhibit B.

By _____
(SIGNATURE)

Date _____

Name (typed) Sue Schuler

Title City Administrator

Office Lake St. Croix Beach City Hall

2. THE COURT

By _____
(SIGNATURE)

Date _____

Title CIO/Director

Office Information Technology
Division of State Court
Administration

3. Form and execution approved
for Court by:

By: _____
(SIGNATURE)

Title: Staff Attorney - Legal Counsel Division

Date: _____

2016 Minnesota Session Laws

Key: (1) ~~language to be deleted~~ (2) new language

CHAPTER 111--S.F.No. 2555

An act relating to local government; regulating zoning of temporary family health care dwellings; establishing temporary dwelling permits; amending Minnesota Statutes 2014, section 144D.01, subdivision 4; proposing coding for new law in Minnesota Statutes, chapters 394; 462.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. Minnesota Statutes 2014, section 144D.01, subdivision 4, is amended to read:

Subd. 4. Housing with services establishment or establishment. (a) "Housing with services establishment" or "establishment" means:

(1) an establishment providing sleeping accommodations to one or more adult residents, at least 80 percent of which are 55 years of age or older, and offering or providing, for a fee, one or more regularly scheduled health-related services or two or more regularly scheduled supportive services, whether offered or provided directly by the establishment or by another entity arranged for by the establishment; or

(2) an establishment that registers under section 144D.025.

(b) Housing with services establishment does not include:

(1) a nursing home licensed under chapter 144A;

(2) a hospital, certified boarding care home, or supervised living facility licensed under sections 144.50 to 144.56;

(3) a board and lodging establishment licensed under chapter 157 and Minnesota Rules, parts 9520.0500 to 9520.0670, 9525.0215 to 9525.0355, 9525.0500 to 9525.0660, or 9530.4100 to 9530.4450, or under chapter 245D;

(4) a board and lodging establishment which serves as a shelter for battered women or other similar purpose;

(5) a family adult foster care home licensed by the Department of Human Services;

(6) private homes in which the residents are related by kinship, law, or affinity with the providers of services;

(7) residential settings for persons with developmental disabilities in which the services are licensed under Minnesota Rules, parts 9525.2100 to 9525.2140, or applicable successor rules or laws;

(8) a home-sharing arrangement such as when an elderly or disabled person or single-parent family makes lodging in a private residence available to another person in exchange for services or rent, or both;

(9) a duly organized condominium, cooperative, common interest community, or owners' association of the foregoing where at least 80 percent of the units that comprise the condominium, cooperative, or common interest community are occupied by individuals who are the owners, members, or shareholders of the units; ~~or~~

(10) services for persons with developmental disabilities that are provided under a license according to Minnesota Rules, parts 9525.2000 to 9525.2140 in effect until January 1, 1998, or under chapter 245D; or

(11) a temporary family health care dwelling as defined in sections 394.307 and 462.3593.

Sec. 2. [394.307] TEMPORARY FAMILY HEALTH CARE DWELLINGS.

Subdivision 1. Definitions. (a) For purposes of this section, the following terms have the meanings given.

(b) "Caregiver" means an individual 18 years of age or older who:

(1) provides care for a mentally or physically impaired person; and

(2) is a relative, legal guardian, or health care agent of the mentally or physically impaired person for whom the individual is caring.

(c) "Instrumental activities of daily living" has the meaning given in section 256B.0659, subdivision 1, paragraph (i).

(d) "Mentally or physically impaired person" means a person who is a resident of this state and who requires assistance with two or more instrumental activities of daily living as certified in writing by a physician, a physician assistant, or an advanced practice registered nurse licensed to practice in this state.

(e) "Relative" means a spouse, parent, grandparent, child, grandchild, sibling, uncle, aunt, nephew, or niece of the mentally or physically impaired person. Relative includes half, step, and in-law relationships.

(f) "Temporary family health care dwelling" means a mobile residential dwelling providing an environment facilitating a caregiver's provision of care for a mentally or physically impaired person that meets the requirements of subdivision 2.

Subd. 2. Temporary family health care dwelling. A temporary family health care dwelling must:

(1) be primarily assembled at a location other than its site of installation;

(2) be no more than 300 gross square feet;

(3) not be attached to a permanent foundation;

(4) be universally designed and meet state-recognized accessibility standards;

(5) provide access to water and electric utilities either by connecting to the utilities that are serving the principal dwelling on the lot or by other comparable means;

(6) have exterior materials that are compatible in composition, appearance, and durability to the exterior materials used in standard residential construction;

(7) have a minimum insulation rating of R-15;

(8) be able to be installed, removed, and transported by a one-ton pickup truck as defined in section 168.002, subdivision 21b, a truck as defined in section 168.002, subdivision 37, or a truck tractor as defined in section 168.002, subdivision 38;

(9) be built to either Minnesota Rules, chapter 1360 or 1361, and contain an Industrialized Buildings Commission seal and data plate or to American National Standards Institute Code 119.2; and

(10) be equipped with a backflow check valve.

Subd. 3. Temporary dwelling permit; application. (a) Unless the county has designated temporary family health care dwellings as permitted uses, a temporary family health care dwelling is subject to the provisions in this section. A temporary family health care dwelling that meets the requirements of this section cannot be prohibited by a local ordinance that regulates accessory uses or recreational vehicle parking or storage.

(b) The caregiver or relative must apply for a temporary dwelling permit from the county. The permit application must be signed by the primary caregiver, the owner of the property on which the temporary family health care dwelling will be located, and the resident of the property if the property owner does not reside on the property, and include:

(1) the name, address, and telephone number of the property owner, the resident of the property if different from the owner, and the primary caregiver responsible for the care of the mentally or physically impaired person; and the name of the mentally or physically impaired person who will live in the temporary family health care dwelling;

(2) proof of the provider network from which the mentally or physically impaired person may receive respite care, primary care, or remote patient monitoring services;

(3) a written certification that the mentally or physically impaired person requires assistance with two or more instrumental activities of daily living signed by a physician, a physician assistant, or an advanced practice registered nurse licensed to practice in this state;

(4) an executed contract for septic service management or other proof of adequate septic service management;

(5) an affidavit that the applicant has provided notice to adjacent property owners and residents of the application for the temporary dwelling permit; and

(6) a general site map to show the location of the temporary family health care dwelling and other structures on the lot.

(c) The temporary family health care dwelling must be located on property where the caregiver or relative resides. A temporary family health care dwelling must comply with all setback requirements that apply to the primary structure and with any maximum floor area ratio limitations that may apply to the primary structure. The temporary family health care dwelling must be located on the lot so that septic services and emergency vehicles can gain access to the temporary family health care dwelling in a safe and timely manner.

(d) A temporary family health care dwelling is limited to one occupant who is a mentally or physically impaired person. The person must be identified in the application. Only one temporary family health care dwelling is allowed on a lot.

(e) Unless otherwise provided, a temporary family health care dwelling installed under this section must comply with all applicable state law and local ordinances.

Subd. 4. **Initial permit term; renewal.** The initial temporary dwelling permit is valid for six months. The applicant may renew the permit once for an additional six months.

Subd. 5. **Inspection.** The county may require that the permit holder provide evidence of compliance with this section as long as the temporary family health care dwelling remains on the property. The county may inspect the temporary family health care dwelling at reasonable times convenient to the caregiver to determine if the temporary family health care dwelling is occupied and meets the requirements of this section.

Subd. 6. **Revocation of permit.** The county may revoke the temporary dwelling permit if the permit holder violates any requirement of this section. If the county revokes a permit, the permit holder has 60 days from the date of revocation to remove the temporary family health care dwelling.

Subd. 7. **Fee.** Unless otherwise specified by an action of the county board, the county may charge a fee of up to \$100 for the initial permit and up to \$50 for a renewal of the permit.

Subd. 8. **No public hearing required; application of section 15.99.** (a) Due to the time-sensitive nature of issuing a temporary dwelling permit for a temporary family health care dwelling, the county does not have to hold a public hearing on the application.

(b) The procedures governing the time limit for deciding an application for the temporary dwelling permit under this section are governed by section 15.99, except as provided in this section. The county has 15 days to issue a permit requested under this section or to deny it, except that if the county board holds regular meetings only once per calendar month the county has 30 days to issue a permit requested under this section or to deny it. If the county receives a written request that does not contain all required information, the applicable 15-day or 30-day limit starts over only if the county sends written notice within five business days of receipt of the request telling the requester what information is missing. The county cannot extend the period of time to decide.

Subd. 9. **Opt-out.** A county may by resolution opt-out of the requirements of this section.

Sec. 3. **[462.3593] TEMPORARY FAMILY HEALTH CARE DWELLINGS.**

Subdivision 1. **Definitions.** (a) For purposes of this section, the following terms have the meanings given.

(b) "Caregiver" means an individual 18 years of age or older who:

(1) provides care for a mentally or physically impaired person; and

(2) is a relative, legal guardian, or health care agent of the mentally or physically impaired person for whom the individual is caring.

(c) "Instrumental activities of daily living" has the meaning given in section 256B.0659, subdivision 1, paragraph (i).

(d) "Mentally or physically impaired person" means a person who is a resident of this state and who requires assistance with two or more instrumental activities of daily living as certified in writing by a physician, a physician assistant, or an advanced practice registered nurse licensed to practice in this state.

(e) "Relative" means a spouse, parent, grandparent, child, grandchild, sibling, uncle, aunt, nephew, or niece of the mentally or physically impaired person. Relative includes half, step, and in-law relationships.

(f) "Temporary family health care dwelling" means a mobile residential dwelling providing an environment facilitating a caregiver's provision of care for a mentally or physically impaired person that meets the requirements of subdivision 2.

Subd. 2. **Temporary family health care dwelling.** A temporary family health care dwelling must:

- (1) be primarily assembled at a location other than its site of installation;
- (2) be no more than 300 gross square feet;
- (3) not be attached to a permanent foundation;
- (4) be universally designed and meet state-recognized accessibility standards;
- (5) provide access to water and electric utilities either by connecting to the utilities that are serving the principal dwelling on the lot or by other comparable means;
- (6) have exterior materials that are compatible in composition, appearance, and durability to the exterior materials used in standard residential construction;
- (7) have a minimum insulation rating of R-15;
- (8) be able to be installed, removed, and transported by a one-ton pickup truck as defined in section 168.002, subdivision 21b, a truck as defined in section 168.002, subdivision 37, or a truck tractor as defined in section 168.002, subdivision 38;
- (9) be built to either Minnesota Rules, chapter 1360 or 1361, and contain an Industrialized Buildings Commission seal and data plate or to American National Standards Institute Code 119.2; and
- (10) be equipped with a backflow check valve.

Subd. 3. **Temporary dwelling permit; application.** (a) Unless the municipality has designated temporary family health care dwellings as permitted uses, a temporary family health care dwelling is subject to the provisions in this section. A temporary family health care dwelling that meets the requirements of this section cannot be prohibited by a local ordinance that regulates accessory uses or recreational vehicle parking or storage.

(b) The caregiver or relative must apply for a temporary dwelling permit from the municipality. The permit application must be signed by the primary caregiver, the owner of the property on which the temporary family health care dwelling will be located, and the resident of the property if the property owner does not reside on the property, and include:

- (1) the name, address, and telephone number of the property owner, the resident of the property if different from the owner, and the primary caregiver responsible for the care of the mentally or physically impaired person; and the name of the mentally or physically impaired person who will live in the temporary family health care dwelling;

(2) proof of the provider network from which the mentally or physically impaired person may receive respite care, primary care, or remote patient monitoring services;

(3) a written certification that the mentally or physically impaired person requires assistance with two or more instrumental activities of daily living signed by a physician, a physician assistant, or an advanced practice registered nurse licensed to practice in this state;

(4) an executed contract for septic service management or other proof of adequate septic service management;

(5) an affidavit that the applicant has provided notice to adjacent property owners and residents of the application for the temporary dwelling permit; and

(6) a general site map to show the location of the temporary family health care dwelling and other structures on the lot.

(c) The temporary family health care dwelling must be located on property where the caregiver or relative resides. A temporary family health care dwelling must comply with all setback requirements that apply to the primary structure and with any maximum floor area ratio limitations that may apply to the primary structure. The temporary family health care dwelling must be located on the lot so that septic services and emergency vehicles can gain access to the temporary family health care dwelling in a safe and timely manner.

(d) A temporary family health care dwelling is limited to one occupant who is a mentally or physically impaired person. The person must be identified in the application. Only one temporary family health care dwelling is allowed on a lot.

(e) Unless otherwise provided, a temporary family health care dwelling installed under this section must comply with all applicable state law, local ordinances, and charter provisions.

Subd. 4. Initial permit term; renewal. The initial temporary dwelling permit is valid for six months. The applicant may renew the permit once for an additional six months.

Subd. 5. Inspection. The municipality may require that the permit holder provide evidence of compliance with this section as long as the temporary family health care dwelling remains on the property. The municipality may inspect the temporary family health care dwelling at reasonable times convenient to the caregiver to determine if the temporary family health care dwelling is occupied and meets the requirements of this section.

Subd. 6. Revocation of permit. The municipality may revoke the temporary dwelling permit if the permit holder violates any requirement of this section. If the municipality revokes a permit, the permit holder has 60 days from the date of revocation to remove the temporary family health care dwelling.

Subd. 7. Fee. Unless otherwise provided by ordinance, the municipality may charge a fee of up to \$100 for the initial permit and up to \$50 for a renewal of the permit.

Subd. 8. No public hearing required; application of section 15.99. (a) Due to the time-sensitive nature of issuing a temporary dwelling permit for a temporary family health care dwelling, the municipality does not have to hold a public hearing on the application.

(b) The procedures governing the time limit for deciding an application for the temporary dwelling permit under this section are governed by section 15.99, except as provided in this section. The municipality has 15 days to issue a permit requested under this section or to deny it, except that if the statutory or home rule charter city holds regular meetings only once per calendar month the statutory or home rule charter city has 30 days to issue a permit requested under this section or to deny it. If the municipality receives a written request that does not contain all required information, the applicable 15-day or 30-day limit starts over only if the municipality sends written notice within five business days of receipt of the request telling the requester what information is missing. The municipality cannot extend the period of time to decide.

Subd. 9. Opt-out. A municipality may by ordinance opt-out of the requirements of this section.

Sec. 4. EFFECTIVE DATE. This act is effective September 1, 2016, and applies to temporary dwelling permit applications made under this act on or after that date.

Presented to the governor May 12, 2016

Signed by the governor May 12, 2016, 1:27 p.m.

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PARTNERSHIP TEAM
LOWER ST. CROIX MANAGEMENT COMMISSION
MINUTES OF MEETING #60
May 31, 2016

Oak Park Heights City Hall, Oak Park Heights, Minnesota

1. **Roll call – Introductions – Sign-in**

The meeting was called to order by Buck Malick at 7:05 p.m. Present: Buck Malick, St. Croix County and St. Croix Scenic Coalition; David Beaudet, Sierra Club; Jan Cuccia, Town of Troy; Jen Sorensen, MN DNR; Bill Palmquist, City of Afton; Richard Bend, City of Afton; Natalie Warren, St. Croix River Association; and Steve Ebner, West Lakeland Township. Also present: Mike Isensee, Middle St. Croix Watershed Management Organization.

2. **Approval of Minutes of March 29, 2016**

Beaudet, seconded by Palmquist, moved to approve the Minutes. Motion carried.

3. **Land Use Reviews**

A. **Dolan, Pierce County, Reviewer Palmquist:** Palmquist provided his review report and showed a map and photos. Review report attached hereto and incorporated into the Minutes.

4. **Mike Isensee, Middle St. Croix Watershed Organization, Case Review Project**

Isensee reported that there were ten appointees to a board that helped drive the work that the Middle St. Croix Watershed Management Organization does. He stated that submittals were required and reviewed by the board and that they had no enforcement authority but were a technical committee to the communities. Isensee reported that in July 2015 they had a discussion on the challenge of riverway rules, ordinances, and the variance process and the inconsistencies, and they questioned if there was a way to develop a process to improve transparency and consistency. He stated that one solution they created was to designate one person who represented all communities and allow the Middle St. Croix Watershed Management Organization to do a technical review of variance requests and report back. He stated that one designated representative would look at variances that violate the riverway ordinances and provide assistance towards a solution. Isensee reported that they discussed the importance of getting a handle on what had happened with variances in the past and review which have passed with inconsistencies. He stated they had been working with Natalie Warren on the work that she had been doing with the St. Croix River Association. Malick asked if there would be a fee for service. Isensee responded that there would have to be an application fee and process. He stated that designated representative would have to be a person who was an expert in riverway ordinances and variances so City staff did not need to be experts. He said the watershed management organization would develop framework and meet with communities one-on-one, and Warren would be working with him to update handouts on riverway rules. Beaudet added that he hoped one of the application requirements would be submittal of a recent survey.

5. **General Riverway Announcements/Adjourn**

Palmquist, seconded by Beaudet, moved to adjourn the meeting at 8:23 p.m. Motion carried.

1. Applicant name/address: **Todd Dolan & Renee Clement, N6319 1323rd Street, Prescott, WI 54021, Tax Parcel No. 002--1122-0800, Lot 2 Section 3, T26N, R20W, Town of Clifton**

2. Local government decision-maker: **Pierce County**

3. Project description: **Stairway**

4. Type of permit(s) - Variances(s) or Conditional/Special Use Permit(s)- Standards in Ordinance/
Requested deviation: **CUP**

5. Did applicant submit adequate material to enable the local government to make a sound decision? **Yes. Additionally on 2-24-2016, staff met the applicant on-site to review the proposed stairway location and application**

6. Did the local government notify DNR in the proper time frame and include appropriate application materials? **Yes**

7. Did the local government hold a proper hearing (if required)? **Yes** When? **March 24, 2016**

8. Did the local government document its decision with appropriate findings, etc. **Yes, however findings limited to referencing criteria for stairways and conditional use procedures.** If a hardship was found, what was it? **None Required.** If variances were granted, what were they and were they justified? **No variances were required.**

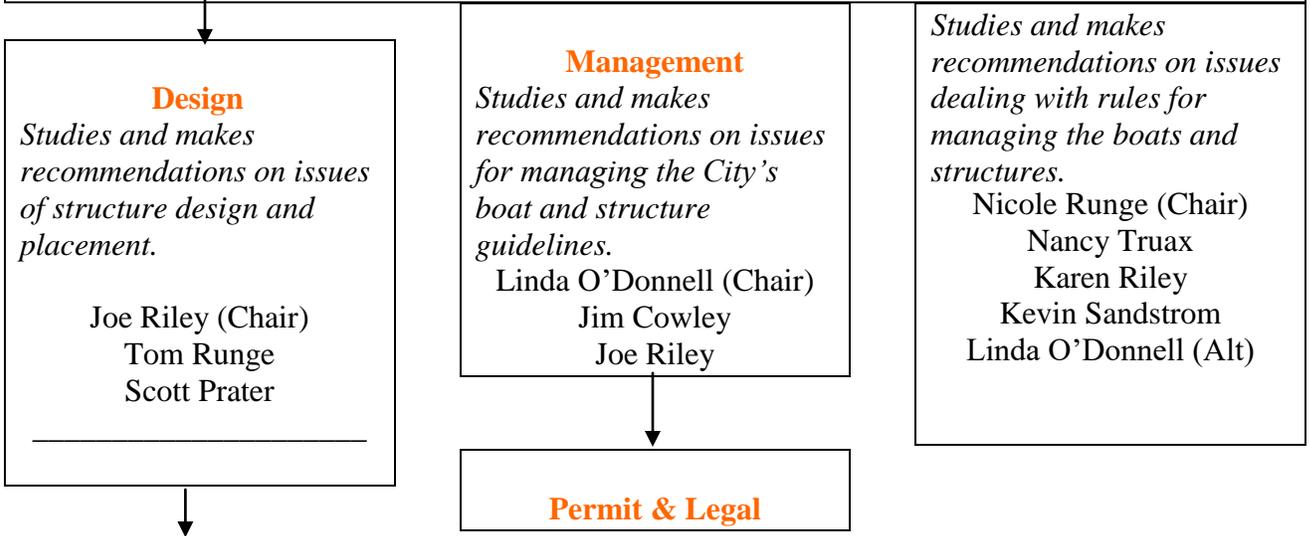
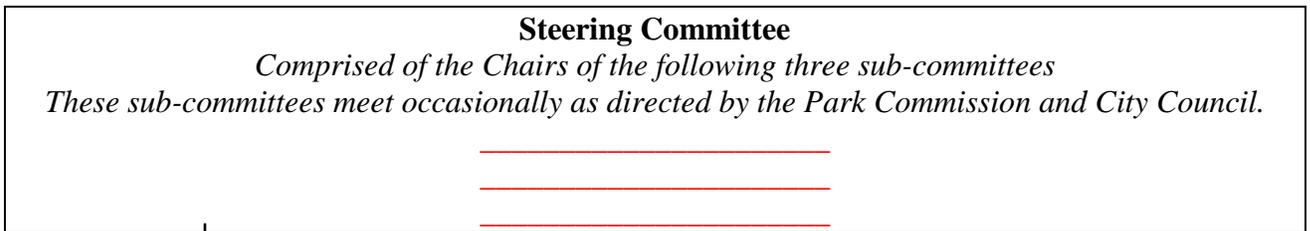
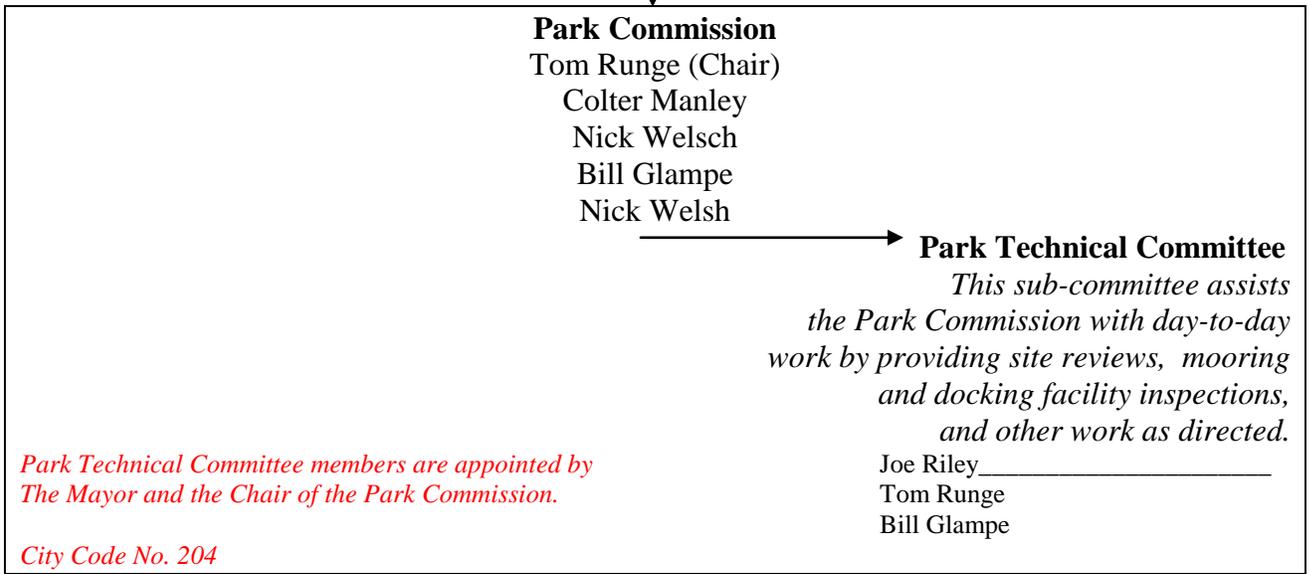
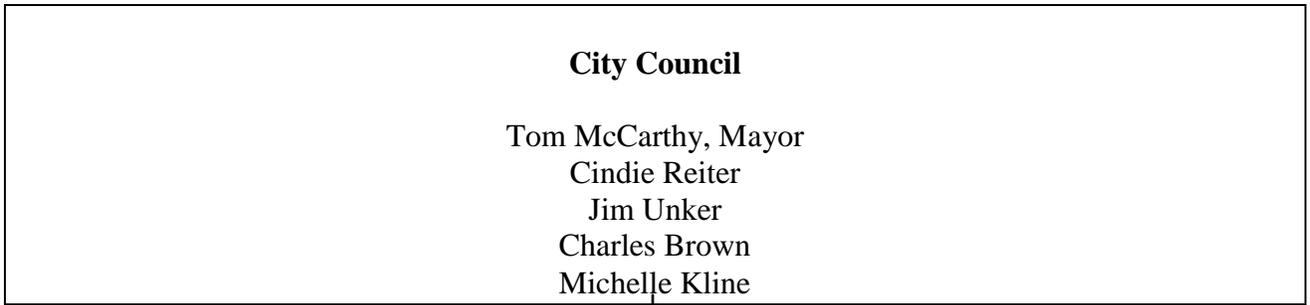
9. Did the DNR respond in the appropriate time frame? **Yes** What were DNR comments? **DNR referenced Section §239-10 L of the Pierce County St. Croix Riverway Zoning Ordinance, noting if all conditions cannot be met the department recommends denial. DNR also recommended ensuring stairway meets all floodplain zoning requirements.**

10. What was the outcome? **Approved** If variances or permits were denied, why? **N/A** When? **March 24, 2016**

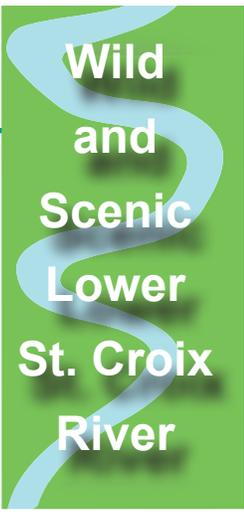
11. Is the outcome consistent with protection of the river's outstandingly remarkable values (scenic, recreational, geologic)? **Current guidelines provide for stairway access for property owners who require it to access the river contingent on meeting requirements of §239-10 L.** How is visibility from the river affected? **Unknown. Approval contingent on adequate screening within 5 years of construction, however staff correspondence states "The Board decided that additional vegetation was not needed for the structure to be visually inconspicuous."** If any conditions or mitigation are required, what are they and how effective will they be? **Unknown due to conflicting information on vegetative screening.**

12. Reviewer, date: **Palmquist 05/12/2016**

Park Commission Subcommittees 2016



Lower St. Croix River: A National Wild and Scenic Treasure



Why was the St. Croix designated a wild and scenic river?



Lower St. Croix River (in blue).

Interest in protecting rivers for their wild and scenic qualities began in the 1950s when construction started on the controversial Glen Canyon dam on the Colorado River. Completed in 1963, the dam created Lake Powell and flooded a spectacularly scenic portion of the river upstream of the Grand Canyon. About that time, Northern States Power (NSP) proposed construction of two power plants on the St. Croix River. A citizen-based group, "Save the St. Croix," sought but failed to block the first power plant, which started operating in 1968. In the end, NSP built just one plant and donated 25,000 acres of upper St. Croix riverfront to Minnesota and Wisconsin.

With national interest stirred in protecting scenic rivers, Congress passed the Wilderness Act in 1964 and the National Wild and Scenic Rivers Act in 1968. The latter act provided immediate protection for eight rivers deemed nationally significant, including the upper St. Croix River (above Taylor's Falls). The act also provided a process to add additional rivers and identified 27 rivers to be studied. In 1972, the lower St. Croix River became the tenth river segment in the federal wild and scenic rivers system. The 52-mile segment from Taylor's Falls to the confluence with the Mississippi River was designated a recreational riverway. The National Park Service manages the river above Taylor's Falls, while Minnesota, Wisconsin, and the National Park Service cooperatively manage the lower segment. The St. Croix is Minnesota's only river in the federal wild and scenic rivers system.

Today, only 165 rivers in the United States are protected by the federal wild and scenic river designation. That number represents just ¼ of 1 percent of the rivers in our country; more than half of the designated rivers are located in the Pacific Northwest and Alaska. The presence of the St. Croix River on this exclusive list is special and significant.

In 1972, Minnesota enacted the Lower St. Croix Wild and Scenic River Act to protect the river and its values. Under this act, the state developed rules incorporating standards for minimum lot size, setback from water and bluff lines, and approved land uses, as well as specific strategies to maintain the unique values of the river. The land use regulations are administered through local zoning ordinances.

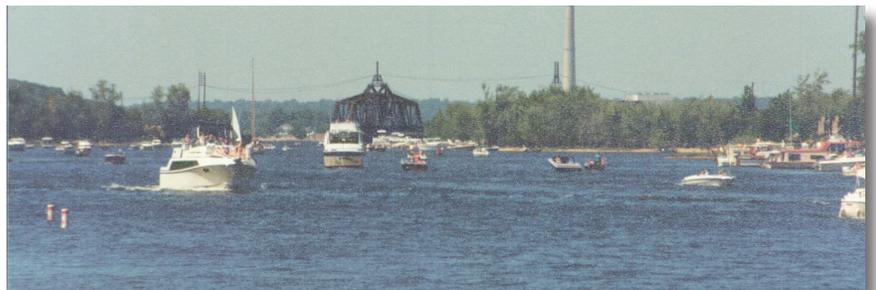


Scenic easements, zoning, and standards help preserve the scenic views of the St. Croix riverway.

How is the St. Croix River protected?

Property owners along the St. Croix are the primary stewards of the river. They are vital to protecting the resources of the St. Croix today and for future generations. Protection is accomplished by stewardship efforts and compliance with federal, state, and local requirements. Property owners, stakeholders, and conservation organizations have collaborated with government agencies to preserve the riverway's values.

State standards and local zoning. The St. Croix riverway is protected by a combination of standards, zoning, and easements. The land along the St. Croix is classified as urban or rural, and the state developed dimensional standards for each district to preserve natural views from the water, control erosion, and protect water quality. These standards are administered through local zoning ordinances and include lot size and width, structure setbacks and height, and sanitary system requirements (see diagrams and table, page 2). Maximum structure height is 35 feet for structures conforming to standards, and impervious surfaces are limited to 20 percent of a lot, including roof, sidewalk, driveways, patios, and decks. The color of new or remodeled structures must be earth tones or summer vegetation tones.



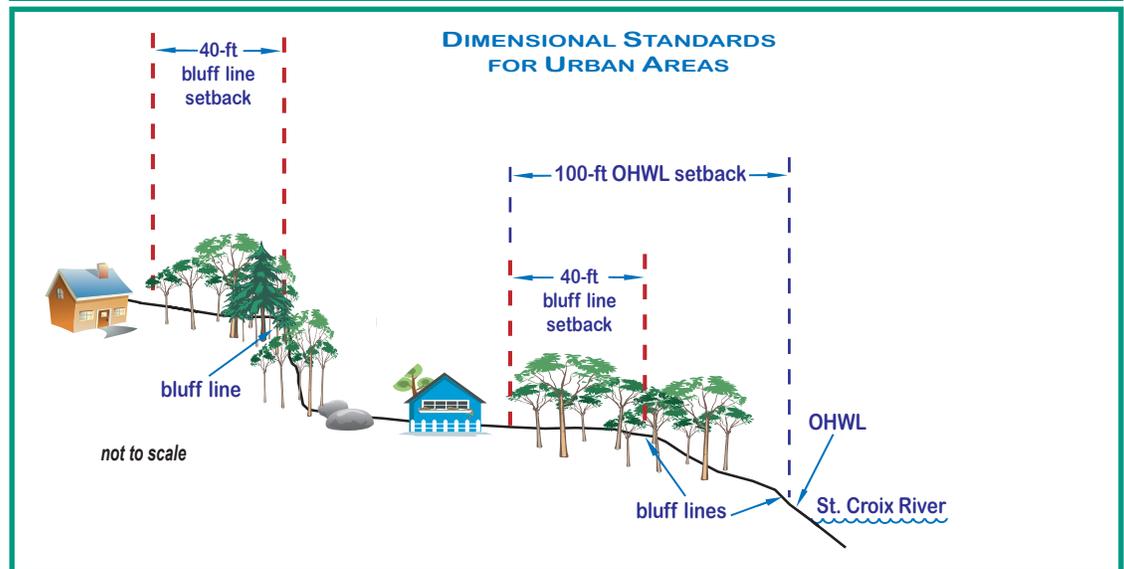
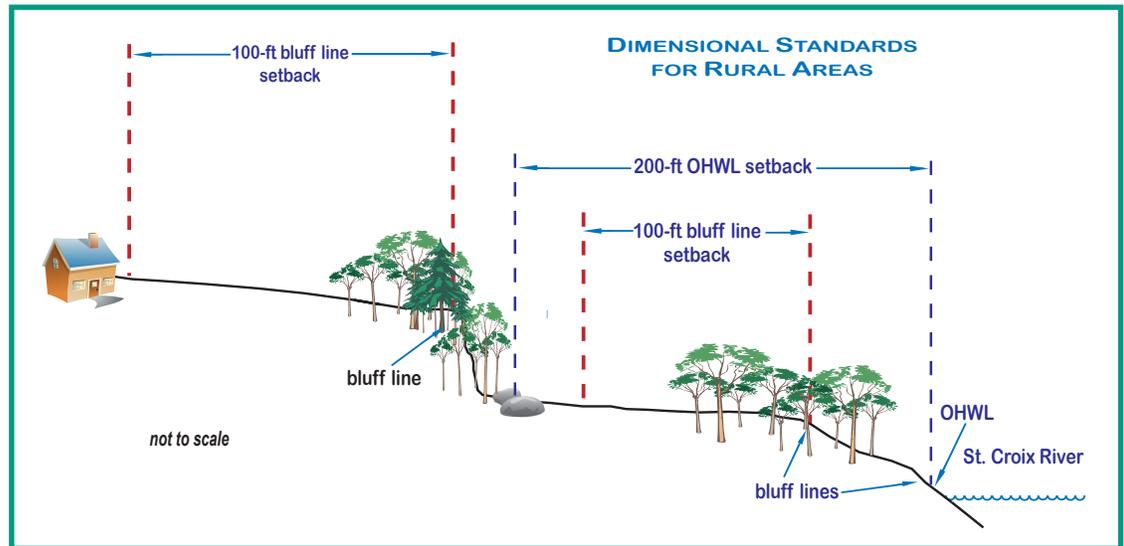
Management on segments of the St. Croix includes no-wake zones to lessen wave damage to shores and banks and to minimize congestion.

Lower St. Croix River: A National Wild and Scenic Treasure

Local zoning ordinances also require permits for alterations to the natural landscape such as grading and filling and cutting vegetation. These activities are restricted within setback areas and on slopes greater than 12 percent. Existing vegetation must be maintained to screen structures from view on the river, which preserves the scenic qualities important to the river's designation.

Since much of the St. Croix's shoreline is already developed, most of the pressure involves redevelopment proposals to expand or raze and reconstruct existing structures. Before starting on any project, landowners, developers, or prospective homebuyers should check with the local government to ensure that all local riverway standards and permit requirements are met. Generally, reconstruction or expansion of any existing structure is limited if it does not meet current setback standards to protect slopes and the natural appearance of the river. A variance from the local government may be needed and it may or may not be granted.

Scenic easements. The National Park Service holds most of the scenic easements on private land in the riverway. Landowners or prospective homebuyers should be aware of any easements on their land because proposed redevelopment projects must comply with the terms of those easements.



Dimensional standards for setbacks from ordinary high-water level (OHWL) and bluff lines in rural (top) and urban (bottom) districts along the St. Croix River. The OHWL setback in a rural district is greater than in an urban district. As a result of these setback protections, this depiction shows available space for one homesite in the rural district and two in the urban district. The box below cites some other standards intended to preserve the qualities of the St. Croix.

Other dimensional standards	Rural district	Urban district
Minimum lot size	2.5 acres	1 acre (20,000 sq ft if sewered)
Minimum water frontage	200 feet	150 feet (100 feet if sewered)
Minimum lot width at building line	200 feet	150 feet (100 feet if sewered)
Maximum structure height	35 feet	35 feet
Maximum area of impervious surface	20 percent	20 percent
Minimum setback, vegetation cutting area	200 ft from OHWL 40 ft from bluff line	100 ft from OHWL 40 ft from bluff line
Minimum setback, sewage system	200 ft from OHWL 40 ft from bluff line	100 ft from OHWL 40 ft from bluff line

Contact Information



DNR Waters in St. Paul: 500 Lafayette Road, Box 32, St. Paul, MN 55155-4032, (651) 259-5700
State Wild and Scenic Rivers information at DNR Waters website: <http://mndnr.gov/waters>

National Wild and Scenic Rivers information: www.rivers.gov
Lower St. Croix River National Scenic Riverway at National Park Service: www.nps.gov/sacn
Saint Croix National Park in Saint Croix Falls, WI: (715) 483-3284

As of 12/31/2016

General Fund - Routine Op

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
General Property Taxes	\$472,519.00	\$253,967.52	(\$218,551.48)
Total Acct 311	\$472,519.00	\$253,967.52	(\$218,551.48)
Business Licenses and Permits	\$900.00	\$272.00	(\$628.00)
Liquor&Cigarette Licenses	\$1,525.00	\$0.00	(\$1,525.00)
Total Acct 321	\$2,425.00	\$272.00	(\$2,153.00)
Animal Licenses and Fees	\$100.00	\$60.00	(\$40.00)
Total Acct 322	\$100.00	\$60.00	(\$40.00)
State Grants and Aids	\$248.00	\$124.00	(\$124.00)
Local Government Aid	\$73,735.00	\$36,867.50	(\$36,867.50)
Total Acct 334	\$73,983.00	\$36,991.50	(\$36,991.50)
Recycle Grants and Aids	\$4,200.00	\$0.00	(\$4,200.00)
Cable Commission Aids	\$10,000.00	\$9,398.91	(\$601.09)
Total Acct 336	\$14,200.00	\$9,398.91	(\$4,801.09)
Zoning Applications	\$3,500.00	\$4,098.60	\$598.60
Building Permit Fees	\$2,000.00	\$14,980.19	\$12,980.19
Assessment Searches	\$100.00	\$0.00	(\$100.00)
Rental Registration Fees	\$0.00	\$50.00	\$50.00
Total Acct 341	\$5,600.00	\$19,128.79	\$13,528.79
Clean Up Day Fees	\$2,000.00	\$0.00	(\$2,000.00)
Total Acct 344	\$2,000.00	\$0.00	(\$2,000.00)
Watercraft Permit Fees	\$6,500.00	\$6,439.00	(\$61.00)
Beach Parking Permit Fees	\$24,000.00	\$33,171.71	\$9,171.71
Total Acct 347	\$30,500.00	\$39,610.71	\$9,110.71
Court Fines and Fees	\$2,000.00	\$1,336.59	(\$663.41)
Total Acct 351	\$2,000.00	\$1,336.59	(\$663.41)
Interest Earnings	\$0.00	\$487.18	\$487.18
Newsletter Sponsors	\$2,000.00	\$1,575.00	(\$425.00)
Miscellaneous Revenues	\$100.00	\$532.00	\$432.00
Reimbursements	\$0.00	\$3,512.77	\$3,512.77
Insurance Dividends	\$1,169.00	\$1,384.00	\$215.00
Donations	\$150.00	\$390.00	\$240.00
Gaming Donations	\$0.00	\$1,435.43	\$1,435.43
Total Acct 362	\$3,419.00	\$9,316.38	\$5,897.38
Total Revenues	\$606,746.00	\$370,082.40	(\$236,663.60)
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
City Council Wages	\$8,787.00	\$4,986.20	\$3,800.80
Total Acct 411	\$8,787.00	\$4,986.20	\$3,800.80

City Clerks Office Wages	\$129,513.00	\$66,262.51	\$63,250.49
Elections	\$4,000.00	\$790.38	\$3,209.62
Total Acct 414	\$133,513.00	\$67,052.89	\$66,460.11
Financial Audit	\$6,515.00	\$6,515.00	\$0.00
Accounting Services / Treas	\$0.00	\$7,386.00	(\$7,386.00)
Assessing Services	\$7,150.00	\$7,167.68	(\$17.68)
Office Equipment & Supplies	\$6,700.00	\$8,301.78	(\$1,601.78)
Communication Equip & Service	\$1,500.00	\$2,529.08	(\$1,029.08)
Postal Permits/Box Rental	\$0.00	\$96.89	(\$96.89)
Mileage - reimbursement	\$1,500.00	\$732.26	\$767.74
Total Acct 415	\$23,365.00	\$32,728.69	(\$9,363.69)
Legal Services	\$35,000.00	\$8,389.64	\$26,610.36
Total Acct 416	\$35,000.00	\$8,389.64	\$26,610.36
Parcel Searches	\$5,000.00	\$0.00	\$5,000.00
Total Acct 417	\$5,000.00	\$0.00	\$5,000.00
Insurances	\$10,000.00	\$404.93	\$9,595.07
Dues League Minnesota Cities	\$1,871.00	\$10,461.00	(\$8,590.00)
Dues & Subscriptions Other	\$2,000.00	\$2,394.95	(\$394.95)
Newsletter	\$7,000.00	\$2,345.68	\$4,654.32
Publishing & Printing	\$1,500.00	\$1,265.70	\$234.30
Gvmt Buildings Maint/Utilities	\$14,000.00	\$7,835.50	\$6,164.50
Gvmt Buildings Capital Outlay	\$5,000.00	\$0.00	\$5,000.00
Banking Fees & Charges	\$50.00	\$1,164.96	(\$1,114.96)
Total Acct 419	\$41,421.00	\$25,872.72	\$15,548.28
Law Enforcement	\$62,358.00	\$61,822.28	\$535.72
Total Acct 421	\$62,358.00	\$61,822.28	\$535.72
Fire & Emergency Response	\$55,075.00	\$41,306.25	\$13,768.75
Fire Dept. Bldg	\$13,827.00	\$0.00	\$13,827.00
Total Acct 422	\$68,902.00	\$41,306.25	\$27,595.75
Animal Control Services	\$2,000.00	\$300.00	\$1,700.00
Total Acct 427	\$2,000.00	\$300.00	\$1,700.00
Street Maintenance	\$25,000.00	\$28,980.22	(\$3,980.22)
Engineering Services	\$35,000.00	\$25,668.17	\$9,331.83
Street Snow & Ice Removal	\$20,000.00	\$4,225.79	\$15,774.21
Street Signs	\$25,000.00	\$0.00	\$25,000.00
Street Lighting	\$10,200.00	\$5,725.47	\$4,474.53
Street Seal Coat & Crack Seal	\$0.00	\$99.00	(\$99.00)
Street Drainage/Flooding	\$2,700.00	\$7,934.90	(\$5,234.90)
Total Acct 431	\$117,900.00	\$72,633.55	\$45,266.45
City Clean Up Day	\$26,000.00	\$150.00	\$25,850.00
Recycle Service	\$5,000.00	\$18,218.82	(\$13,218.82)
Weed Control	\$1,000.00	\$0.00	\$1,000.00
Tree Program	\$5,000.00	\$16,959.00	(\$11,959.00)
Bluffland Improvement/Maint.	\$5,000.00	\$2,739.27	\$2,260.73
Total Acct 432	\$42,000.00	\$38,067.09	\$3,932.91
Park Maintenance & Supplies	\$10,000.00	\$17,924.55	(\$7,924.55)
Park Wages	\$4,850.00	\$2,850.31	\$1,999.69
Erosion & Flood Management	\$8,000.00	\$3,130.31	\$4,869.69
Mowing & Lawn Maintenance	\$15,000.00	\$11,447.75	\$3,552.25
Total Acct 452	\$37,850.00	\$35,352.92	\$2,497.08

Water Mgmt Organization	\$10,750.00	\$0.00	\$10,750.00
Total Acct 453	\$10,750.00	\$0.00	\$10,750.00
City Development/Heritage Day	\$500.00	\$570.06	(\$70.06)
Land Development (Zoning)	\$0.00	\$7,515.46	(\$7,515.46)
Meeting Per Diem & Expenses	\$4,250.00	\$793.16	\$3,456.84
Total Acct 461	\$4,750.00	\$8,878.68	(\$4,128.68)
Easement & Land Acquisition	\$0.00	\$962.00	(\$962.00)
Total Acct 463	\$0.00	\$962.00	(\$962.00)
Payroll Tax Deductions	\$0.00	\$20,076.24	(\$20,076.24)
Payroll Service	\$1,750.00	\$1,326.16	\$423.84
Payroll PERA	\$0.00	\$1,188.28	(\$1,188.28)
Payroll PEIP	\$0.00	\$274.42	(\$274.42)
Miscellaneous	\$500.00	\$1,364.44	(\$864.44)
Total Acct 492	\$2,250.00	\$24,229.54	(\$21,979.54)
Buildings & Equipment	\$0.00	\$36.69	(\$36.69)
Parks, Recreation and Other	\$11,000.00	\$312.46	\$10,687.54
Total Acct 498	\$11,000.00	\$349.15	\$10,650.85
Total Disbursements	\$606,846.00	\$422,931.60	\$183,914.40
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
Beginning Cash Balance		\$390,764.63	
Cash Balance as of 12/31/2016		\$337,915.43	

Date range : 08/16/2016 to 09/16/2016

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Detail</u>
08/25/2016	CENTERPOINT	Monthly Service - Acct 7711653-1&7711657-2 & 7711658-0	10146	\$51.94	100-41940-380 100-41940-380 100-41940-380	\$16.98 \$17.98 \$16.98
08/31/2016	Clifton Larson Allen	Weekly processing & Financial strnt. inv 1340299	10147	\$1,761.00	100-41510-300	\$1,761.00
08/31/2016	COMCAST	Phone Lines	10148	\$171.54	100-41575-380	\$171.54
08/31/2016	ECM Publishers, Inc.	August Publications	10149	\$150.10	100-41930-351 100-41930-351	\$55.30 \$94.80
08/31/2016	MENARDS	Summary	10150	\$151.57	100-45201-210 100-45201-210 100-45201-210	\$11.74 \$71.96 \$67.87
08/31/2016	MCFOA	MCFOA - Membership fee Susan Schuler	10151	\$35.00	100-41911-308	\$35.00
08/31/2016	Madison National Life Ins Co, Inc	Disability Insurance	10152	\$80.32	100-41900-360	\$80.32
08/31/2016	On Site Sanitation Inc	Portable Restrooms & Service to those restrooms	10153	\$874.00	100-45201-310 100-45201-310 100-45201-380	\$233.00 \$487.00 \$154.00
08/31/2016	Paper Roll Products	paper for parking meter	10154	\$104.57	100-45201-210	\$104.57
08/31/2016	QUILL OFFICE SUPPLIES	Office Supplies	10155	\$150.06	100-41570-200	\$150.06
08/31/2016	RCM Specialties Inc.	Patching	10156	\$21,587.00	402-43120-400	\$21,587.00
08/31/2016	SavATree	Tree care in the park and by the road	10157	\$1,925.00	100-45201-310 100-43120-310 100-43120-310	\$175.00 \$1,350.00 \$400.00
08/31/2016	SHORT ELLIOTT HENDRICKSON	Engineering Services INV. 319891	10158	\$4,982.28	100-43122-300 100-46101-300 100-46101-300 100-43180-300 100-43122-300 100-43122-300 203-43122-300 100-43122-300 100-43122-300 100-43122-300 100-43122-300	\$119.25 \$67.06 \$198.75 \$654.90 \$715.50 \$1,323.99 \$120.87 \$721.98 \$79.50 \$79.50 \$562.98

Check #'s 17308-17332

Date	Vendor	Description	Claim #	Total	Account #	Detail
08/31/2016	T2 Systems Canada Inc.	Digital Itrs/EMS Services	10159	\$55.00	100-46101-300	\$318.00
08/31/2016	U.S. Bank Equipment Finance	Copier Lease - August & September	10160	\$360.00	100-45201-400	\$55.00
08/31/2016	WASTE MANAGEMENT OF MINNESOTA	Monthly Recycling Bill	10161	\$2,021.38	100-41570-390	\$180.00
08/31/2016	XCEL ENERGY	Electricity for accounts 51-0011291859-6, 51-5580426-7 & 51-6544553-6	10162	\$1,316.14	100-43245-380	\$2,021.38
08/31/2016	LEONA RAVEN	Cleaning - August	10168	\$100.00	100-41940-380	\$241.71
09/01/2016	LAWN BARBERS LAWN CARE	Lawn Care - inv 8308	10165	\$2,713.00	410-43280-380	\$12.59
09/01/2016	U.S. Bank	Transactions on Charge Card	10167	\$1,762.00	100-49860-380	\$61.92
					100-41940-380	\$215.53
					100-49860-380	\$62.47
					100-43160-380	\$721.92
					100-41940-310	\$100.00
					100-45206-310	\$2,713.00
					100-41570-200	\$20.62
					100-46100-210	\$30.00
					100-41400-308	\$339.08
					100-46100-210	\$10.93
					100-41410-200	\$72.84
					100-41570-200	\$80.76
					100-41570-200	\$40.81
					100-46100-210	\$40.00
					100-41570-200	\$37.79
					100-41570-200	\$290.25
					100-41570-200	\$39.95
					100-41960-610	\$44.36
					100-41570-200	\$1.00
					100-41110-308	\$190.68
					100-41570-200	\$95.78
					100-46100-210	\$172.61
					100-41570-200	\$6.00
					100-41110-308	\$27.24
					100-41110-308	\$27.24
					100-41110-308	\$27.24
					100-45201-210	\$66.29
					100-41570-200	\$64.04
					100-46100-210	\$10.94
					100-41570-200	\$25.55
09/01/2016	Minnesota Mayors Association	Annual Dues for Tom McCarthy & Inv 239117 <i>Minnesota the City Portion</i>	10169	\$1,272.00	100-41910-430	\$1,242.00
09/01/2016	ROBERT SHEARER	Reimbursement - Park Supplies	10170	\$5.50	100-41910-430	\$30.00
					100-45201-210	\$5.50

LAKE ST CROIX BEACH

Claims List for Approval

09/16/2016

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Detail</u>
09/08/2016	MARONEY'S SANITATION INC	Sanitation Services	10166	\$27.96	100-43245-380	\$27.96
09/16/2016	Cash	Startup cash for Fall Cleanup per council approval on 8/15	10163	\$150.00	100-43240-220	\$150.00
09/16/2016	DON FIXMER	Video Taping Services	10164	\$97.50	100-41575-300	\$97.50
Total For Selected Claims				\$41,904.86		\$41,904.86

Approved _____ Date _____

August 6, 2016

Susan Schuler MCMC

Clerk/Administrator
City of Lake St Croix Beach

Good morning Susan.

I hope that you had a very pleasant weekend.

Thank you for spending the time to discuss with me the open Building Official position in your City of Lake St Croix Beach. I understand that you are considering a "contract" Building Official that could work in your office two to three days per week, depending upon workload. I would be very interested in such a position and I would like to offer some of my thoughts.

I find your suggestion about having a Building Official that could be in the office during normal working hours for two to three days a week to be beneficial to both the city staff and to all of the residents that will be able to actually spend some time chatting with the Building Official about their ideas or concerns. Having an office in City Hall will also provide the Building Official with a space to work on building plan reviews in between other functions such as inspections, zoning issues and other projects as assigned.

As a contract person, such as myself, if given this opportunity, I would be able to fulfill some other teaching commitments that I have scheduled (architect lunch & learn programs around the Twin Cities) and a few full-day educational programs that I will be presenting at the Roseville office of the Builders Association of the Twin Cities (BATC) later this fall.

During our phone conversation I mentioned that I have been attending the national I-Code hearings that will be the basis for the 2018 International Building Code, 2018 International Residential Code, and 2018 International Energy Conservation Code, to name a few. During the hearings I am speaking for the National Association of Home Builders (NAHB) and I will be attending one more week of code hearings that take place between October 17th and October 21st in Kansas City, MO. I am placing a link here of a nine minute video clip taken during the last hearings in Louisville, KY that kinds of shows what I have been doing during these hearings. My assignment ends with NAHB after the October hearings are completed.

https://www.youtube.com/watch?v=dnzy9_ft2dg

I have an extensive knowledge of residential and commercial building codes, energy codes and green building practices. I have previously worked on staff with the International Code Council (ICC), the State of Minnesota Department of Labor and Industry Construction Codes and Licensing Division (DLI) and as a Building Inspector for eleven years with the City of Blaine. I have taught building code and energy code programs for building inspectors, builders, and designers during the two decades. I have written six published books on building codes, energy codes and green building codes and standards.

Recently I completed a six-month contract position with the City of Golden Valley Building Inspection Department as a Building Plans Examiner where I worked on assigned plans for new single-family homes, one proposed apartment building and a multitude of residential additions and remodeling plans. I also covered the building permit counter during the lunch hour assisting the local residents with their inquiries and ideas about future remodeling.

I have been told by others that I am very dependable and a good person to work with. I will send along a copy of biography and personal references.

So I would like to propose the following for your consideration.

First, because I would be working in your office during the day, it would give me the opportunity to work on building plans in between other assignments, thus, there would be no percentage of building permit fee or building plan review fee for my services as is often quoted by contract full-service inspection companies.

I propose an hourly rate of \$ 79.00 (seventy nine dollars) per hour from when I arrive at city hall to the time I depart city hall. As a contract service, I will be responsible for paying my own federal tax, state tax, social security tax, retirement, etc., out of that \$ 79.00. I carry a two million dollar business liability policy and I can provide that upon request.

I am open to using my own vehicle or a city vehicle for city assignments.

I would suggest that if I am to travel a lot during the day that the city provide me with a business cell phone that I can leave at the office when not on assignment.

I appreciate the idea of using the prior Building Official's office, computer, office phone, etc.

Please consider this a draft document and edit as needed. Thank you again Sue for your time and consideration.

Kindest regards,

Peter

Peter Kulczyk

PO Box 490304
Blaine, MN 55449

Pkulczyk1063@gmail.com

Office phone 763.205.9293

Cell phone 763.267.1139

www.greencodeknowledge.com

CITY OF LAKE ST CROIX BEACH

Attention: Susan Schuler
Administrator-Clerk
16455 20th Street South
Lake St Croix Beach, MN 55043

Building Inspection Services Proposal

**SUBMITTED BY:
MNSPECT, LLC**

235 First Street West
Waconia, MN 55387
Office Phone (952) 442-7520
Toll Free (888) 446-1801
Fax (952) 442-7521
www.mnspect.com
Scott Qualle, President
Mobile Phone (763) 458-6926
E-Mail – scott@mnspect.com

September 6, 2016



MNSPECT COMPANY BACKGROUND

Since 1987, MNSPECT has been providing comprehensive Designated Building Official and Supplemental/As-Needed Building Safety services for Minnesota communities. MNSPECT's highly-qualified, certified, and experienced team of Building Officials currently provides services for 21 communities, performing more than 8000 inspections, issuing almost 2000 permits and performing more than 600 plan reviews during calendar year 2015.

MNSPECT LLC was formed in 2010. MNSPECT Inc., the predecessor company to MNSPECT LLC, was incorporated in 1987 and was originally named Paul Waldron and Associates Limited.

MNSPECT's many years of successful service to the communities we serve extends to all activities related to the administration and enforcement of the Minnesota State Codes for Accessibility, Building, Electrical, Energy, Fire, Fuel Gas, Industrialized/Modular Buildings, Manufactured Homes, Mechanical, Plumbing, and Prefabricated Buildings.

In addition to executing designated Building Official duties, we perform services related to sediment and erosion control enforcement, rental license and property maintenance inspections, zoning ordinance enforcement, fire safety inspections, and commercial plumbing plan review.

The State of Minnesota demonstrates its confidence in our staff's qualifications and competencies by granting us approval to provide these specialized services:

1. Administration of the State Building Code on 'Public Buildings' and 'State Licensed Facilities' granting the authority to perform all plan review and inspections on public buildings and State licensed facilities. This special authority ensures all permit revenue for these projects of large magnitude stay with the community instead of going to the State.
2. Approval from the Minnesota Department of Labor and Industry, Plumbing Plan Review and Inspections Unit to perform plumbing plan review on plumbing systems that serve the public.
3. Approval from the Minnesota Department of Public Safety, State Fire Marshal Division, to perform plan review and inspections on fire suppression systems and fire alarm systems.
4. Approval from the Minnesota Department of Public Safety, State Fire Marshal Division, to perform State required fire inspections on Minnesota Department of Human Services licensed facilities.
5. Approval for MNSPECT President and Chief Certified Building Official to teach the Code to contractors and other Building Officials.

MNSPECT partners with communities to provide a high level of service for homeowners, building owners, contractors, and municipal staff. We work to exceed community goals and standards of service. We are recognized for our expert knowledge of Minnesota Building Codes, our helpful and professional approach, our commitment to timely service and communication, and our focus on code education, as our formula for success.

MNSPECT'S comprehensive Plan Review, utilizing a detailed checklist, combined with our knowledgeable inspectors working with property owners, builders and contractors, often saves time and money in the construction process.

MNSPECT provides exceptional value by providing our partner communities with the right sized staff, the right service skill set, and the right experience all at the right time – with a positive impact on budget bottom lines.

MNSPECT provides a seamless, professional, trouble free, and reliable integration and transition from your current building official.

MNSPECT's licensing credentials, qualifications, and insurance coverage exceed minimum requirements.

MNSPECT staff consists of:

1. Ten (10) Code Enforcement personnel
2. Five (5) Administrative personnel

MNSPECT PERSONNEL

Scott Qualle, President/Designated Building Official

- MN Certified Building Official BO002643
- ICC Certified Building Official
- MN Certified Fire Inspector I
- MN delegate for Public Building
- MN delegate for State Licensed Facilities
- Statutory Warranty Dispute Resolution Neutral (mediator)
- Erosion/Sediment Control Installer, Inspector, and Site Manager
- MN Foster/Daycare Fire Inspector
- MN Approved Continuing Education Instructor
- Building Inspection Technology (BIT) Certificate
- Associate in Applied Science Degree, BIT
- Associate in Applied Science Degree, Accounting
- Bachelor of Science Degree, Business
- Master's Degree in Business Administration (MBA)

Inspection Personnel

Ty Turnquist

Operations Director/Senior Commercial Plans Examiner

MN Certified Building Official BO002901
Backflow Prevention Tester BT068839
Building Inspection Technology Certification
Erosion and Sediment Control Regulatory Enforcement Certificate
Erosion/Sediment Control Installer, Inspector, and Site Manager Certification
MN Approved Continuing Education Instructor
MN Foster/Daycare Fire Inspector

Nick Qualle

Senior Residential Plans Examiner/Field Inspector
MN Certified Building Official BO002752
Building Inspection Technology Certification
Erosion/Sediment Control Installer, Inspector, and Site Manager Certification
MN Approved Continuing Education Instructor

Derek Qualle

Residential Field Inspector/Rental Housing Inspector

Limited Building Official LBO705817
Erosion/Sediment Control Installer, Inspector, and Site Manager Certification

Dale Engelmann

Senior Plumbing Plans Examiner/Plumbing Inspector

MN Approved Commercial Plumbing Plans Examiner
Master Plumber PM062282

Steven Maki

Field Inspector

MN Certified Building Official BO002079
Building Inspection Technology Certificate
Associate in Applied Science Degree, BIT
Hazardous Material Certification CFR 49, IATA

Administrative Personnel

Kandis Hanson

Relationship Manager

Associates of Applied Science Degree
Bachelor of Science Degree
Masters of Arts Degree

Tracy Montgomery

Officer Manager

Bachelor of Science Degree

Wendy Morrissey

Administrative Assistant

Bachelor of Arts Degree

Brandy Blauert

Operations Assistant

Bachelor of Arts Degree

Tamara Stuart

Administrative Assistant

Bachelor of Arts Degree

Contract Personnel

Dave Hucky

Electric Inspector

MN State Electrical Inspector
Member, International Association of Electrical Inspectors
Master Electrician AM004736

Dean Mau

Senior Fire Plans Examiner

MN Certified Building Official BO002730
ICC Certified Building Official
ICC Certified Fire Marshal
ICC Certified Fire Code Official
ICC Certified Fire Plans Examiner
ICC Certified Fire Inspector II
IFSAC Certified Fire Inspector II and III
MN Certified Fire Inspector – III
MN Certified Fire Fighter – II
Certified Fire Fighter – V (Industrial)

Steven Horsman

Combination Field Inspector

MN Certified Building Official BO001981

Associate Applied Science Degree

Building Inspection Technology Certificate

International Fire Code Certificate

Incident Command Systems/FEMA ICS Certif

International Mechanical Code Certification

Zoning Administration Certification

Ermias Mekonnen

Plans Examiner

Bachelor of Applied Science

Bachelor of Science - Architecture

Building Inspection Technology Certification

Qualifying Building License QB673913

OSHA-10 Certification

SUMMARY OF PROPOSED SERVICES

MNSPECT will serve as the City of Lake St Croix Beach's Designated Building Official. MNSPECT will perform administrative and enforcement services related to the Minnesota State Building Code as directed in MN Rules Chapter 1300, fire suppression and alarm systems (MN State Fire Code), and any additional services requested by the City of Lake St Croix Beach. This includes, but is not limited to, assisting the City in such activities as permit submission, plan review, permit issuance, scheduling, field inspections, construction meetings, record keeping, code interpretations, answering questions, attending meetings, and providing information to the public.

1. General

- **Reviews permit applications, plans and materials to ensure they are consistent with codes and approved plans.**

MNSPECT reviews the building construction plans and site plans for conformance with the Building Code and applicable City ordinances, and approves or rejects same.

- **Inspects all types of structures, signs, grading and erosion control installations for consistency with codes and approved plans and conditions.**

MNSPECT performs all required inspections and notifies the Permit Holder of any violations and of final approval. MNSPECT Inspectors utilize an inspection checklist for consistency and quality control.

Required inspection functions may include:

- ✓ Site
- ✓ Insulation
- ✓ Footing
- ✓ Foundation
- ✓ Pre-backfill/foundation waterproofing
- ✓ Concrete slab/under floor
- ✓ Plumbing rough-in
- ✓ Heat/mechanical rough-in
- ✓ Gas line pressure test
- ✓ Fire suppression systems rough-in
- ✓ Fire alarm rough-in
- ✓ Accessibility rough-in
- ✓ Framing
- ✓ Lath
- ✓ Gypsum/wall board
- ✓ Fire-resistive assemblies
- ✓ Fire caulking
- ✓ Fire suppression systems final
- ✓ Fire alarm systems final
- ✓ Heat/mechanical final
- ✓ Plumbing final
- ✓ Accessibility final
- ✓ Building final
- ✓ Authorize Certificate of Occupancy

▪ **Issues Certificates of Occupancy.**

MNSPECT creates the Certificate of Occupancy at permit issuance and approves and sends it to the City with the final inspection notice. City Staff issues the Certificate of Occupancy to the permit holder upon final City approval and when consistent with any additional City requirements.

▪ **Conducts inspections for housing code compliance.**

At the request of the City, MNSPECT will promptly investigate complaints related to health, safety, or other housing code violations.

▪ **Investigates complaints to determine whether code violations exist.**

When MNSPECT is made aware of a code violation (whether by personal observation, resident complaint or City notice), we promptly investigate the concern or complaint and work with the City to mitigate the issue.

▪ **Issues correction orders when violations persist.**

Should normal inspection protocols fail to achieve compliance, MNSPECT issues orders such as Stop Work Orders and Do Not Occupy notices, as required. MNSPECT works with City staff and the City Attorney in order to resolve persistent violations.

▪ **Establishes valuations of the construction costs and determines permit fees.**

MNSPECT strives to determine valuations fairly and consistently for all applicants. For determining the permit valuation, the Building Official will use the applicant-supplied valuation with a minimum value as calculated by the current Building Valuation Data Table, published each May by the Department of Labor and Industry and by other data, as needed, for projects not otherwise specified. Once valuations have been established, MNSPECT calculates permit fees as specified by City ordinance in the building permit fee schedule.

- **Interprets and explains city ordinances and state codes to homeowners, architects, engineers, contractors and developers.**

MNSPECT answers any questions from construction stakeholders regarding the City and State building codes and ordinances and helps all parties understand the issues to the best of our ability. Our company motto is “Helping you comply with the Code.”

- **Verifies contractor licensing.**

Pursuant to MN Statute 326B.85, upon receipt of every building permit application where a contractor is required by MN Statute 326B.805 to be licensed, MNSPECT verifies that the contractor’s license and lead certification is valid and current.

- **Provides information responding to questions regarding codes, city building procedures.**

MNSPECT’s inspectors perform all required field inspections and investigate and respond in a timely manner to constituent/stakeholder’s questions and concerns.

MNSPECT has a wide variety of informational handouts ranging from “Choosing a Contractor” to “New Home Construction.” We strive to respond to code-related phone calls the same day. Prior to the beginning of our service, we will meet with City staff to discuss any City procedures of which we should be aware.

We use personal, written, electronic, and telephonic methods to communicate with constituents. In addition, a toll-free phone number and an email address (info@mnspect.com) are available for building code questions. We will maintain regular and open communication with City staff and Council, working closely with them in order to discuss and draft appropriate responses to constituent questions and concerns.

MNSPECT Building Officials, live or via video conferencing, are available during business hours to assist homeowners, building owners, contractors and other stakeholders to answer questions, review plans, and meet with City staff and the public.

As requested, MNSPECT personnel will make presentations on relevant topics. We have extensive experience and a vast resource library of information at our disposal for preparing and delivering brief presentations, short talks, and all-day seminars on many aspects of the building inspections process, code changes, or other topics of concern and interest.

MNSPECT will provide recommendations to Staff and City Council regarding constituent requests and issues in accordance with the building code, City codes, ordinances, fee schedules, and other established processes.

MNSPECT has prepares and distributes the monthly newsletter, *The MNSPECT Minute*, which contains relevant and timely topics regarding the building process, state codes, and safety issues.

- **Communicates observed violations of other city codes to the appropriate person.**
 Upon discovery of a violation in the City, the inspector communicates with the appropriate City staff.
- **Reviews and recommends amendments to city code.**
 If selected, we will review the City of Lake St Croix Beach’s codes and ordinances. We will make recommendations for possible changes or updates. When requested, we will attend meetings to create or revise local ordinances as they relate to the administration or other duties of the Department of Building Safety.
- **Creates and maintains logs, records and reports and disseminates them to the appropriate person/entities.**
 We use software to track permit activity. The permit information is entered when the permit application is received and data entry continues until project completion. We scan and electronically retain inspection notices and applications, as well as copies of all correspondence regarding permit activity and property maintenance and housing code complaints. MNSPECT provides robust reporting of permits, permit activity, permit status, inspections, permit revenue fees and charges. We concisely organize and present key data in electronic format.
- **Researches new products and methods used in construction.**
 When new materials or methods are proposed, we will research and approve as appropriate. We consult the Department of Labor and Industry to interpret the MN Building Code and resolve disagreements about whether new products and methods comply with the Building Code. We take a proactive approach to identifying, researching, reviewing and developing appropriate positions on new products and construction methods.
- **Maintains state certifications and keeps current with changes and innovation in construction techniques and materials. Attends job-related training to keep current on laws, code and regulations and/or related changes to the Code.**
 All MNSPECT Building Official and Code Enforcement personnel meet or exceed all state required certifications. Certified Building Officials must receive at least 19 hours of continuing education each year to maintain their certification. In addition, our inspectors assist in the development of code-related continuing education courses taught by MNSPECT.

2. City meetings

- **Attends internal and external meetings involving building code and inspection questions and issues.**
 MNSPECT will attend all internal and external meetings involving code and inspection questions and issues and will come prepared to address those issues.

- **Acts as City liaison and City representative with other communities and entities including local, county, state and federal agencies in areas of responsibility.**

As the City’s Designated Building Official, MNSPECT will serve as Lake St Croix Beach’s liaison and will communicate with other communities, and with all local, county, state and federal agencies and stakeholders as needed in that capacity.

- **Attends City Council and/or other City meetings as necessary.**

Whenever necessary, MNSPECT will attend City Council meetings, City staff meetings, preconstruction meetings, or special meetings to discuss issues involving the building code or our services.

COMPENSATION

1. Fee Schedule

- If selected, MNSPECT will use the fee schedule currently adopted by the City of Lake St Croix Beach. MNSPECT may recommend fee schedule changes to City Staff and the City Council over time.
- We utilize the most current State-supplied valuation table to calculate valuations.

2. Proposed Service Fees

- Residential 85% of Permit and Plan Review Fee per City Schedule
- Commercial 85% of Permit and Plan Review Fee per City Schedule
- Industrial 85% of Permit and Plan Review Fee per City Schedule
- Re-Inspection 100% of reinspection fee
- Hourly \$65.00 *
- Additional Services - Because of the nuances and complexities of local ordinances for rental licensing, property maintenance, and commercial fire safety inspections, we propose the following: After gaining a full understanding, the parties will negotiate.
- All items not specified in the City’s Fee Schedule will be hourly as a default. However, once we better understand the City’s needs, the fees for such services can be negotiated as a part of our contract with the City of Lake St Croix Beach.
- Reimbursable Expenses - The City of shall reimburse MNSPECT 100% of all preapproved travel, accommodations, meals, event attendance fees, and materials for all ‘special circumstance’ event attendance the City requires MNSPECT to attend and/or participate in.

*Inspections for which no fee is indicated, miscellaneous and special services.

3. Billing

- MNSPECT uses a monthly billing cycle, wherein compensation for proposed services is based on that month’s processed permit applications and other performed services.
- We are open to discussing other billing methods as the City may request.

4. Contract Term

- MNSPECT proposes a three year contract term. The contract can be terminated, by either party, on 30 days written notice, for cause.

CURRENT PUBLIC CLIENTS & REFERENCES

City of Bayport – Aug 2016 – present 294 3 rd Street North, Bayport, MN 55003 Logan Martin, Administrator	Pop. 3767	(651) 275-4404
Castle Rock Township – Jun 2009 – present 2537 240 th St W, Farmington, MN 55024 Barb Lang, Clerk	Pop. 1,495	(651) 460-2221
Douglas Township – Jan 2011 – present PO Box 151, Hampton, MN 55031 Peggy Varien, Clerk	Pop. 760	(651) 769-5061
City of Eagan (backup) – Nov 2013 – present 3830 Pilot Knob Rd, Eagan, MN 55122 Dale Schoeppner, Building Official	Pop. 65,453	(651) 675-5675
City of Glencoe – Mar 1991 - present 1107 11 th St E, Ste. 107, Glencoe, MN 55336 Mark Larson, Administrator	Pop. 5,631	(320) 864-5586
Greenvale Township – Jan 2012 – present 31800 Guam Ave, Northfield, MN 55057 Greg Langer, Board Chair	Pop. 684	(507) 649-2376
City of Hamburg – Jun 1989 – present 181 Broadway, Hamburg, MN 55339 Jeremy Gruenhagen, Clerk	Pop. 513	(952) 467-3232
City of Hampton – Apr 2010 – present PO Box 128, Hampton, MN 55031 Wendy Carpenter, Clerk	Pop. 689	(651) 437-8846
City of Lakeland 1190 St. Croix Trail South, Lakeland, MN 55043 Sandie Thone, Administrator	Pop. 1,814	(651) 436-4430
City of Lakeland Shores PO Box 246, Lakeland, MN 55043 Sandie Thone, Administrator	Pop. 312	(651) 436-4430

City of Lake St Croix Beach (interim) 16455 20 th Street South, Lake St Croix Beach, MN Sue Schuler, Administrator-Clerk	Pop. 1055	(651) 436-7031
City of Lester Prairie – Mar 1997 – present PO Box 66 Lester Prairie, MN 55354 Marilyn Pawelk, Clerk	Pop. 1,730	(320) 395-2646
City of New Hope (backup) – Feb 2016 4401 Xylon Ave North, New Hope, MN 55428 Roger Axel, Building Official	Pop. 20,812	(763) 531-5100
City of Hutchinson (backup) – Aug 2011 111 Hassan St SE, Hutchinson, MN 55350 Matt Jaunich, Administrator	Pop. 14,178	(320) 587-5151
City of Mound – Jan 2003 – present 2415 Wilshire Blvd, Mound, MN 55364 Sarah Smith, Community Development Director Greg Pederson, Fire Chief	Pop. 9,052	(952) 472-0604 (952) 472-3533
City of Plato – Jan 1994 – present PO Box 7, Plato, MN 55370 Gerri Scott, Clerk	Pop. 320	(320) 238-2432
Scott County (backup) – July 2016 200 4 th Ave West, Shakopee, MN 55379 Jeff Munsterteiger, Building Official	Pop. 137,232	(952)496-8100
City of Shorewood (backup) – Jan 2006 – present 5755 Country Club Rd, Shorewood, MN 55331 Joe Pazandak, Building Official	Pop. 7,533	(952) 474-3236
City of Silver Lake – Apr 1994 – present 308 Main St W, Silver Lake, MN 55381 Kerry Venier, Clerk	Pop. 837	(320) 327-2412
City of Spring Park – May 2008 – present 4349 Warren Ave, Spring Park, MN 55384 Dan Tolsma, Administrator	Pop. 1,669	(952) 471-9051
City of Stewart – Sep 2008 – present PO Box 195, Stewart, MN 55385 Ronda Huls, Clerk	Pop. 571	(320) 562-2518

Waterford Township – April 2014 – present
PO Box 531, Northfield, MN 55057
Liz Messner, Board Member

Pop. 517

(507) 663-1096

INTERESTS & AFFILIATIONS

MNSPECT has an interest in or affiliation with:

Welcome Home Inspections (WHI) – MNSPECT is the parent company of Welcome Home Inspections. WHI performs point of sale inspections for prospective home buyers. Several MNSPECT personnel are involved with WHI.

Wall Bracing Code Verification Services (WBCVS) – This service assists builders and designers by confirming that wall bracing plans meet the submittal requirements of the MN State Residential Code and local jurisdictions administering the code.

MNSPECT Continuing Education – MNSPECT is engaged in teaching codes and statutes to contractors, building officials, and other licensed professionals. MNSPECT Continuing Education has the direct experience and demonstrated expertise required to impart appropriate and related knowledge in the applicable construction codes.

We believe that the code should be understood by all those responsible for designing, constructing, or inspecting to its requirements.

MNSPECT certifies its ability to provide the services requested by the City of Lake St Croix Beach.



Scott Qualle, President



– Request for CUP
Fat Tire Trikes
Address of 1980 Quasar Ave. South
Lots 370 through 379
RB Retail Business
We request Planning Commission approval

Mr. Bush and his partners purchased the property and are proposing to open a retail, Assembly, and Rental shop for adult non-motorized Trikes (bicycles). He is also proposing having his real estate and construction offices there as well. Mr. Bush has supplied everything to the city office in regards to his businesses; he is working with me and the city engineer currently in restoring the rain garden to address the drainage issues. Mr. Bush would like to use this space to assemble the adult trike (bikes) for resale and also rent them for use on the Bike path. Washington County has approved the septic in support of their business, copies provided within. I find that this is conjunction with the CIP and would be nice addition to our small business district. He has supplied the city with requests that I have included in your packets with his application, Exhibit A of CUP application. I have incorporated those into a preliminary CUP for your discussion and review. I would recommend approving Fat Tire Trike their Conditional Use Permit to operate the businesses as they have requested.

My findings are in conjunction to various portions of the Lake St Croix Beach city ordinances pertaining to the CUP in that district and they are as follows.

Exterior Storage RB:
Section 708 Screening:
708.02 for supplies and storage
708.03 exception: merchandise displayed for sale
727.09 permitted signs in commercial districts.
727.37, Signs

Drainage: See City Engineer recommendations provided.

Thank you

Susan Schuler
Zoning Administrator

– Request for IUP
Joe Bush
Address of 1980 Quasar Ave. South
Lots 370 through 379
RB Retail Business District

Planning Commission discussion

Mr. Bush and his partners purchased the property and are proposing to open a commercial retail shop with various offices included inside. Mr. Bush is seeking an IUP to remodel and construct a temporary living quarters above the shed that was built in 2006 that is 30' X 48' this shed was issue of some conditions and debates when constructed, which was before the then interim zoning administrator introduced ordinance 2015-167 Interim use permits also with 2015-168 amending section 719 dwelling units in commercial districts. Mr. Bush is proposing to make this structure compliant with All MN State building codes for living space, and staying in this living space as Owner Occupied for a period of time to be discussed while he operates his business and constructs a new home. This will be as proposed temporary in nature. The structure in its current state is non-conforming for living, and the use is not permitted in RB. The applicant has provided with his application attached exhibit B for consideration. This is a new ordinance for the city and should not be compared with the Boat repair business next door for that IUP was issued to a business owner in the RB district specifically due to the structure was originally a home. I have provided all the documents for your review and for your discussion at the public hearing that will enable you to make a fair and informed recommendation to council. Mr. Bush will be present at the public hearing to answer any questions you may have. There are many variables to consider such as what will happen to the structure when the IUP expires, and the fact if approved cannot go back to a non-conforming structure.

Please refer to: Items included

Section 4;
401 through 402.09 (As provided in your packets)
719 IUP and 504 Dwelling on Commercial (as provided in your packets)
2016 CUP for Nails (previous owner)

As the structure stands it is a non- permitted use in the RB district

Thank you

Susan Schuler
Zoning Administrator

City of Lake St. Croix Beach

Conditional Use Permit Application

Applicant Information

Name	Fat Tire Trike, LLC
Street Address	1980 Quasar Ave S.
City ST ZIP Code	Lakeland, MN 55043
Home Phone	
Work Phone	651-775-4222
E-Mail Address	joe@fattiretrike.com

Property Location

(Legal Description)

lots 370 thru 379 Lake St Croix Beach
Sec No. 1 Lot 370

Description and/or reason for request

Summarize the current use of the property (attach additional pages if needed)

See Attached Exhibit ~~1A~~ A

1980 Quasar Ave S – Lake St. Croix Beach, MN 55043

Exhibit A

- A. Main Building: 42ft x 50ft, Accessory Building: 24ft x 30ft, Storage Shed: 30ft x 48ft
Building with 2nd Floor
- B. Fencing: Fence yard behind buildings. Secured cattle gates – lockable.
- C. Exterior Storage Approximately three trailers used to transport supplies and equipment.
- D. Exterior Usage: Display Products – Bikes.
- E. Lighting: Flood lamps for identification and security purposes
- F. Parking: Parking for approximately eight employees. Parking area for customers
- G. Hours of Operations:
- Inside Business Hours:
Monday – Saturday 6:00 AM – 12:00 PM
 - Bikes on Display
Monday – Friday 8:00 AM – 7:00 PM
- J. Adverting/Signage:
- Lighting Exterior Sign
 - Signage on Building
 - Trikes and bikes on display on landscape
 - Platform
1. Retail sales of Fat Tire Bikes and Trikes.
 2. Assembly of Fat Tire Bikes and Trikes.
 3. Rental of Fat Tire Bikes and Trikes.
 4. Operation of Custom Homes by JP Bush (includes meetings with clients and storage of materials on-site within the fenced in area and/or outbuildings in neat, organized manner with restricted view to the public.)
 5. Operation of JP Bush construction and real estate business office.



Building a Better World
for All of Us®

MEMORANDUM

TO: Sue Schuler | City Clerk/Administrator, Lake St. Croix Beach

FROM: John D. Parotti, PE | City Engineer

DATE: August 12, 2016

RE: 1980 Quasar Ave So - Fat Tire Trike 2016 CUP Application
SEH No. LAKES 138250 14.00

At your request, we have completed a review of the engineering documents submitted by the applicant as part of his CUP application to operate a business at the above address. This memo serves to document our review of the following documents as well as to summarize certain discussions the Engineer has had with the applicant with respect to this submittal.

Documents submitted by the applicant for review:

- Certificate of Survey - Existing Conditions dated July 28, 2016
- Certificate of Survey - Proposed Conditions dated August 10, 2016
- Construction Details dated August 10, 2016

BACKGROUND

This property previously reviewed by the City Engineer for a CUP application in 2005 +/- . At that time, the previous owner was required to construct and maintain an infiltration practice to control storm water runoff from the NW portion of the property. The (previous) applicant's engineer submitted a design and supporting calculations for a rain garden with a storage volume of 1,116 cubic feet. The previous owner constructed such a feature and it was found by the City Engineer to be in compliance with the previously approved plan on June 12, 2009.

On June 16, 2016 the City Engineer completed a site review of this property at your request and in response to the change in use of the property. You and the current owner Joe Bush were also present.

During the site visit, the following was observed:

1. The rain garden appeared to be considerably smaller than what was approved in 2005 and smaller than was observed by the City Engineer on June 12, 2009.
2. A PVC pipe was installed to convey water from the east portion of the rain garden to the west portion. Gravel had been placed over the pipe, level with the gravel parking surface.
3. The west portion of the rain garden was overgrown with vegetation which made inspection difficult. The condition of this area could not be assessed at the time of this visit.
4. Fill and boulders were placed over the area where the septic system drain field are believed to be located on the east side of the property along Quasar Avenue.

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

REVIEW COMMENTS AND RECOMMENDATIONS

5. The applicant's surveys call for restoring the rain garden area to an approximate size and shape of the previously approved design. However, volume calculations have not been provided for review. **The applicant should be required to add volume calculations to the survey which confirm that the proposed design provides a minimum of 1,116 cubic feet of storage as was previously approved.**
6. The Bioinfiltration Detail on page 3 of the plans calls for a variable depth planting medium. **The minimum depth of the planting medium should be added to this detail as recommended by the WMO.**
7. Construction of the bioinfiltration within 90 days of City approval should be made a condition of approval.
8. **The Washington County Department of Health and Environment should be asked to review the soil and boulders which were placed over what is believed to be the septic drain field and to issue an opinion on whether this material can remain. Correspondence from the County summarizing their findings and recommendations should be provided in written form for the City files and the applicant required to follow any recommendations provided therein.**
9. **The Washington County Department of Health and Environment should be asked to review the existing septic system to determine if it is adequate to serve the proposed use. Correspondence from the County summarizing their findings and recommendations should be provided in written form for the City files and the applicant required to follow any recommendations provided therein.**

SUMMARY

The items above recommendations should be addressed by the applicant and resubmitted for review prior to the public hearing with the exception of Item 7 which should be made a condition of approval.

If you have any questions, please don't hesitate to contact me at 612.284.1530.

Sue Schuler

From: Mike Isensee <MIsensee@mnwcd.org>
Sent: Wednesday, August 17, 2016 9:34 AM
To: Sue Schuler; Joe Bush
Cc: John Parotti; Kevin Sandstrom; Rachel Reber
Subject: RE: Acceptance letter

Thank you Sue. I concur, that the MSCWMO no longer has a role in this process.

Regards,

Mike

Mikael Isensee, CPESC | Administrator
Middle St. Croix Watershed Management Organization
Watershed Specialist | Washington Conservation District | 455 Hayward Ave. | Oakdale, MN 55128
☎ 651-330-8220 Ext. 22 | Fax 651-330-7747
Cell Phone: 612-839-6492 ✉ misensee@mnwcd.org
🌐 www.mscwmo.org www.mnwcd.org

From: Sue Schuler [<mailto:sschulerlscb@comcast.net>]
Sent: Thursday, August 11, 2016 4:33 PM
To: Joe Bush
Cc: John Parotti; Kevin Sandstrom; Mike Isensee; Rachel Reber
Subject: Acceptance letter

Mr. Bush,

Thank you for submitting all required paperwork and for completing your applications in reference to your CUP and IUP. Please see the attached letter included of acceptance.

Susan Schuler MCMC
Clerk/Administrator
City of Lake St Croix Beach
(651)-436-8751

CONDITIONAL USE PERMIT
REPORT
Fat Tire Trike

Legal Description: PID # 1102820340075 Lots 370 thru 379
Lake St. Croix Beach

Owner: Fat Tire Trike LLC

Address: 1980 Quasar Avenue South
Lake St. Croix Beach, MN 55043

Present Zoning District: RB (Retail Business)

Permitted Uses set forth in Ordinance 85 Section 5.

I. CONDITIONAL USE PERMIT FOR:

General Description: Main Building: 42" X 50 "

1. Rental Sales for Fat Tire Trike
2. Assembly of Trikes
3. Office of Custom Homes by JP Bush
4. Office of JP Bush Construction

II. ADDITIONAL RESTRICTIONS AND PROVISIONS

- A. Storage Shed, 20' X 30'
- B. Storage Shed, 30'X 48'
- C. Exterior fencing, Fence yard behind buildings, secure with lockable gates
- D. Exterior Storage, approximately three trailers used to transport supplies and equipment.
- E. Exterior usage, Display of Trikes during open business hours
- F. Parking, Parking for approximately 8 (eight) employees, additional parking for customers.
- G. Inside hours of operation, Monday through Saturday 6:00 AM to 10:00 PM
- H. Bikes on Display Hours, Monday through Sunday 8:00 AM to 7:00 PM
- I. Platform, to display Trikes
- J. Advertising/Signage Two permanent Signs, one on a pole unlit, and one on Building With Back lite
- K. Temporary signs (feather signs Banners around platform) Banners
- L. Drainage, Restoring of the original rain garden to an approximate size and shape per city engineer recommendation
- M. Construction of a bio filtration system within 90 days of City council approval as recommended by the city engineer

Historical Data from Previous CUP Holder NAILS

II. ADDITIONAL RESTRICTIONS AND PROVISIONS:

- A. Accessory Buildings: 24ft X 30 ft. storage shed. 2006: Added 30 x 48 shed, 2nd floor storage space only. No office or livable space allowed (zoning and structure issues – this would require egress and outside exit from the 2nd story).
- B. Fencing: Fence yard behind building. Secured cattle gates – lockable.
- C. Exterior Storage: Approximately three trailers used to transport supplies and equipment.
- D. Exterior Usage: Display products.
- E. Screening: See Item B.
- F. Landscaping: Shrubs and landscape improvements on east side of lot. Clearing of trees in back yard area.
- G. Lighting: Two flood lamps for identification and security purposes.
- H... Parking: Parking for approximately eight employees. Parking area for customers. Parked truck removed from City ROW to corner of 20th Street & Quartz Ave. presents a line of sight issue. (Owner commented to City Staff it would be removed 10/07)
- I. Hours of Operation:
 - Monday the Friday 7:00 a.m. to 6:00 p.m.
 - Saturday: 10:00 a.m. to 3:00 p.m.
 - Sunday: Noon to 3:00 p.m.
- J. Advertising/Signage: One permanent sign., temporary signs

(next page)

- K. Drainage:
 - 2006: Required to have raingarden installed and maintained after storage building added. Raingarden plans on file.
 - 2007: Several attempts made by staff (City Engineer & Zoning Administrator) to encourage placement of required rain garden. No response received from property owner regarding rain garden installation.
 - 2007: *Approved contingent upon a \$5,000 escrow given to the City by January 1, 2008 for a 1700 square foot raingarden that must be installed by June 1, 2008 or the City of Lake St. Croix will hire someone to install it with escrow funds.***
 - 2008: Rain garden in progress just prior to June 2008 as required. Local excavator (Chavez) working with lawn care service to install the rain garden. City Engineer & city Clerk viewed excavation with rain garden installer. It was noted that further excavation was needed as well as swaling. Death in family caused delay by excavator. No progress up through Sept. 2008 – Owner Mike Edgell has called 2-3 times to say the excavator has not come as promised. October 2008 – confirmed to owner city still in receipt of \$5,000 security deposit. City Engineer confirmed he spoke with excavator and that he intended to finish excavation of rain garden – excavator to contact City Engineer when completed as of this date (11/10/08) no contact/call.**
- L. Other:

1. Connected to municipal water.

File: C: CUP NAILS ETC 2015



Property Records and
Taxpayer Services
Department

Jennifer Wagenius
Director

Delinquent Tax Certification

Re: PID #: 11.028.20.34.0075

Property Address: 1980 Quasar Ave S
Lakeland, MN 55043

We have checked the delinquent tax records in this office and certify that there are no delinquent taxes due on this property.

Washington County Auditor-Treasurer

By Amy Eccles
Deputy

Date: 6/14/16

(Top 3 inches reserved for recording data)

CONTRACT FOR DEED
by Business Entity

DATE: April 1, 2016

THIS CONTRACT FOR DEED (the "Contract") is made on the above date by Michael Edgell and Kathy Edgell, Husband and Wife (together "Seller"), and Fat Tire Trike, LLC, a Wisconsin limited liability company ("Purchaser"). (Check box if joint tenancy.)

Seller and Purchaser agree to the following terms:

1. **Property Description.** Seller hereby sells and Purchaser hereby buys real property in Washington County, Minnesota, described as follows:

Lots 370 through 379, inclusive, Lake St. Croix Beach, Section No. 1, Washington County, Minnesota, excepting and reserving to the State of Minnesota all minerals and mineral rights in trust for the taxing districts concerned as provided by law.

Torrens Certificate No. 57898

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto (the "Property"). Unless otherwise specified, Seller hereby delivers possession of the Property to Purchaser on the date hereof.

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: [...].)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

2. **Title.** Seller warrants that title to the Property is, on the date of this Contract, subject only to the following exceptions:
- (a) Covenants, conditions, restrictions (without effective forfeiture provisions) and declarations of record, if any;
 - (b) Reservation of minerals or mineral rights by the State of Minnesota, if any;
 - (c) Utility and drainage easements which do not interfere with present improvements;
 - (d) Applicable laws, ordinances, and regulations;
 - (e) The lien of real estate taxes and installments of special assessments which are payable by Purchaser pursuant to paragraph 6 of this Contract; and
 - (f) The following liens or encumbrances: None
3. **Delivery of Deed and Evidence of Title.** Upon Purchaser's full performance of this Contract, Seller shall:
- (a) Execute, acknowledge, and deliver to Purchaser a Warranty Deed, in recordable form, conveying marketable title to the Property to Purchaser, subject only to the following exceptions:
 - (i) Those exceptions referred to in paragraph 2(a), (b), (c), (d), and (e) of this Contract;
 - (ii) Liens, encumbrances, adverse claims or other matters which Purchaser has created, suffered or permitted to accrue after the date of this Contract; and
 - (iii) The following liens or encumbrances: None
 - (b) Deliver to Purchaser the abstract of title to the Property, without further extension, to the extent required by the purchase agreement (if any) between Seller and Purchaser.
4. **Purchase Price.** Purchaser shall pay to Seller at [...] the sum of Three Hundred Twenty Thousand and No/100 Dollars (\$320,000.00), as and for the purchase price (the "Purchase Price") for the Property, payable as follows:
- \$20,000.00 – Down payment. Payable in cash or cash equivalents at closing (\$5,000 paid as earnest money).
 - \$300,000.00 – In equal monthly installments of \$1,625.00, commencing on May 1, 2016 and continuing on the first day of every month thereafter until May 1, 2021 at which time all outstanding balances of principal and interest, together with all other amounts accrued shall be due and payable to Seller. Interest shall accrue on the outstanding balance during the contract term at the rate of 5% per annum.
5. **Prepayment.** Unless otherwise provided in this Contract, Purchaser shall have the right to fully or partially prepay this Contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this Contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments.
6. **Real Estate Taxes and Assessments.** Real estate taxes and installments of special assessments which are due and payable in the year in which this Contract is dated shall be paid as follows:
- Purchaser shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in all subsequent years. Seller warrants that the real estate taxes and installments of special assessments which were due and payable in the years preceding the year in which this Contract is dated are paid in full. If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, Purchaser shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents.
7. **Property Insurance.**
- (a) Insured Risks and Amounts. Purchaser shall keep all buildings, improvements, and fixtures now or later located on or a part of the Property insured against loss by fire, lightning and such other perils as are included in a standard "all-risk" endorsement, and against loss or damage by all other risks and hazards covered by a standard extended coverage insurance policy, including, without limitation, vandalism, malicious mischief, burglary, theft and, if applicable, steam boiler explosion. Such insurance shall be in an amount no less than the full replacement cost of the buildings, improvements, and fixtures, without deduction for physical

depreciation. If any of the buildings, improvements, or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Purchaser shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller.

(b) Other Terms. The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchaser or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.

(c) Notice of Damage. In the event of damage to the Property by fire or other casualty, Purchaser shall promptly give notice of such damage to Seller and the insurance company.

8. Damage to the Property.

(a) Application of Insurance Proceeds. If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchaser under this Contract, even if such amounts are not then due to be paid, unless Purchaser makes a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this Contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchaser.

(b) Purchaser's Election to Rebuild. If Purchaser is not in default under this Contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchaser may elect to have that portion of such insurance proceeds necessary to repair, replace, or restore the damaged Property (the "Repairs") deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchaser. The election may only be made by written notice to Seller within sixty (60) days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the Repairs are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchaser, Seller and Purchaser shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the Repairs, Purchaser shall, before the commencement of the Repairs, deposit into such escrow sufficient additional money to insure the full payment for the Repairs. Even if the insurance proceeds are unavailable or are insufficient to pay the cost of the Repairs, Purchaser shall at all times be responsible to pay the full cost of the Repairs. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchaser into such escrow before the commencement of the Repairs. Purchaser shall complete the Repairs as soon as reasonably possible and in a good and workmanlike manner, and in any event the Repairs shall be completed by Purchaser within one (1) year after the damage occurs. If, following the completion of and payment for the Repairs, there remains any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchaser under this Contract in accordance with paragraph 8(a) above.

(c) Owners' Association. If the Property is subject to a recorded declaration, so long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amount as are required by this Contract, then: (i) Purchaser's obligation in the Contract to maintain hazard insurance coverage on the Property is satisfied; (ii) the provisions of paragraph 8(a) of this Contract regarding application of insurance proceeds shall be superseded by the provisions of the declaration or other related documents; and (iii) in the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchaser are hereby assigned and shall be paid to Seller for application to the sum secured by this Contract, with the excess, if any, paid to Purchaser.

9. Injury or Damage Occurring on the Property.

(a) Liability. Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this Contract to any person or persons or property while on or about the Property. Purchaser shall defend and indemnify Seller from all liability, loss, cost, and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchaser shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.

(b) Liability Insurance. Purchaser shall, at Purchaser's own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.

10. **Insurance Generally.** The insurance which Purchaser is required to procure and maintain pursuant to paragraphs 7 and 9 of this Contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Seller. The insurance shall be maintained by Purchaser at all times while any amount remains unpaid under this Contract. The insurance policies shall provide for not less than ten (10) days written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchaser shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.

11. **Condemnation.** If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchaser under this Contract, even if such amounts are not then due to be paid. Such amounts shall be applied in the same manner as a prepayment as provided in paragraph 5 of this Contract. Such payments shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments. The balance, if any, shall be the property of Purchaser.

12. **Waste, Repair, and Liens.** Purchaser shall not remove or demolish any buildings, improvements, or fixtures now or later located on or a part of the Property without written permission of seller, nor shall Purchaser commit or allow waste of the Property. Purchaser shall maintain the Property in good condition and repair. Purchaser shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchaser shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.

13. **Compliance with Laws.** Except for matters which Seller has created, suffered, or permitted to exist prior to the date of this Contract, Purchaser shall comply or cause compliance with all laws and regulations of any governmental authority which affect the Property or the manner of using or operating the same, and with all restrictive covenants, if any, affecting title to the Property or the use thereof.

14. **Recording of Contract; Deed Tax.** Purchaser shall, at Purchaser's expense, record this Contract in the Office of the County Recorder or Registrar of Titles in the county in which the Property is located within four (4) months after the date hereof. Purchaser shall pay any penalty imposed under Minn. Stat. 507.235 for failure to timely record the Contract. Seller shall, upon Purchaser's full performance of this Contract, pay the deed tax due upon the recording of the deed to be delivered by Seller.

15. **Notice of Assignment.** If either Seller or Purchaser assigns its interest in the Property, the assigning party shall promptly furnish a copy of such assignment to the non-assigning party.

16. **Protection of Interests.** If Purchaser fails to pay any sum of money required under the terms of this Contract or fails to perform any of the Purchaser's obligations as set forth in this Contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this Contract, as an additional amount due Seller under this Contract. If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchaser, and provided Purchaser is not in default under this Contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts or take any actions reasonably necessary to cure defaults there under and deduct the amounts so paid together with interest at the rate provided in this Contract from the payments next coming due under this Contract.

17. **Defaults and Remedies.** The time of performance by Purchaser of the terms of this Contract is an essential part of this Contract. If Purchaser fails to timely perform any term of this Contract, Seller may, at Seller's option, elect to declare this Contract cancelled and terminated by notice to Purchaser in accordance with applicable law or elect any other remedy available at law or in equity. If Seller elects

to terminate this Contract, all right, title, and interest acquired under this Contract by Purchaser shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchaser pursuant to this Contract (including escrow payments, if any) shall belong to Seller as liquidated damages for breach of this Contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this Contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this Contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchaser shall, upon demand, surrender possession of the Property to Seller, but Purchaser shall be entitled to possession of the Property until the expiration of such period. Failure by Seller to exercise one or more remedies available under this paragraph 17 shall not constitute a waiver of the right to exercise such remedy or remedies thereafter.

18. Binding Effect. The terms of this Contract shall run with the land and bind the parties hereto and the successors in interest.

19. Headings. Headings of the paragraphs of this Contract are for convenience only and do not define, limit, or construe the contents of such paragraphs.

20. Additional Terms: Check here if [X] an addendum to this Contract containing additional terms and conditions is attached hereto. Itemization of Personal Property included in the Sale Exhibit A.

Purchaser

Fat Tire Trike, LLC

By: Patricia Jurek
Patricia Jurek
Its: Chief Manager

Sellers

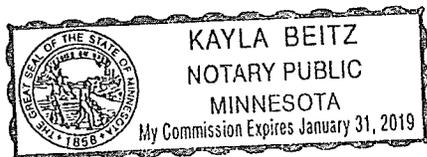
Michael Edgell

Kathy Edgell
Kathy Edgell

State of Minnesota,
County of Washington

This instrument was acknowledged before me on April 1, 2016, by Patricia Jurek, Chief Manager of Fat Tire Trike, LLC, a Wisconsin limited liability company, the above named Purchaser.

(Stamp)



Kayla Beitz

(signature of notarial officer)

Title (and Rank): Notary Public

My commission expires: 1/31/2019
(month/day/year)

State of Minnesota,

County of Washington

This instrument was acknowledged before me on April 1, 2016, by Michael Edgell and Kathy Edgell, husband and wife, above named Sellers.

(Stamp)



Kayla Beitz

(signature of notarial officer)

Title (and Rank): Notary Public

My commission expires: 1/31/2019
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:

Siegel Brill, P.A.
100 Washington Avenue South
Suite 1300
Minneapolis, MN 55401
612-337-6100

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

Fat Tire Trike, LLC
1980 Quasar Ave. South
Lakeland, MN 55043

Note: Failure to record this contract for deed may give other parties priority over Purchaser's interest in the property.

PERSONAL PROPERTY ADDENDUM
EXHIBIT A

The following items of personal property shall be included in the sale and subject to all terms of the Contract for Deed:

1. Rear Building contents and equipment contained therein (except 327 Motor, hood, and car engine lift)
2. White enclosed trailer
3. Air Compressor
4. Solvent Tank
5. Pallet Racks
6. Pallet lift
7. Built in air hose
8. Shelving
9. Beer refridgerator
10. Clark Lift
11. File Cabinet
12. Security camera / system

CONTRACT FOR DEED ADDENDUM

THIS CONTRACT FOR DEED ADDENDUM (this "Addendum") is attached to and made a part of that certain Contract for Deed dated April 1, 2016 between Michael Edgell and Kathy Edgell ("Seller"), and Fat Tire Trike, LLC ("Purchaser").

The terms and conditions contained in the Addendum shall supersede any conflicting provisions contained in this Contract. Unless defined in this Addendum, all capitalized terms have the same meaning as in the Contract. Only those provisions checked in the "Yes" column, below, shall be included and be part of this Addendum.

Yes No

- A. **Late Payment Fee.** If any payment is not received by Seller within ten (10) days of the date when due, Purchaser shall additionally pay to Seller, to the extent allowed by law, a late charge of four percent (4%) of the amount of the delinquent payment.
- B. **Transfer Restrictions.** Purchaser may not sell, assign, or otherwise transfer Purchaser's interest in this Contract, or the Property, or any part thereof, or if Purchaser is an entity, the controlling interest in Purchaser may not be transferred without the written consent of Seller, which consent:
- (check only one box) shall be granted or withheld in the sole discretion of Seller.
 shall not be unreasonably withheld, or delayed by Seller.
- C. **Escrows.** In Addition to the monthly payments of principal and interest, Purchaser shall deposit with Seller, with each payment, an amount representing one-twelfth (1/12) of the annual real estate taxes, installments of special assessments, and insurance premiums with respect to the Property (or such other amount as Seller is required to deposit under any underlying encumbrance on the Property). The amount of such taxes, special assessments, and insurance premiums, when unknown, shall be estimated by Seller. Such deposit shall be used by Seller to pay real estate taxes, installments of special assessments, and insurance premiums with respect to the Property when due. If Seller fails to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts and deduct the amounts so paid from payments next coming due under this Contract. If the balance deposited with Seller is insufficient to pay such real estate taxes, special assessments and insurance premiums when due, Purchaser shall pay the deficiency to Seller upon written demand.
- D. **Property Improvements.** Except for work reasonably necessary to permit Purchaser to comply with Purchaser's obligations under this Contract, Purchaser shall not hire or perform any repairs or improvements to or replacements of the Property having an aggregate cost in excess of [...] Dollars (\$[...]) without securing the prior written consent of the Seller. Purchaser will not cause or permit any mechanics' liens to be recorded against the Property. Purchaser agrees to defend, indemnify, and hold Seller harmless from any loss, damage, or expense incurred by Seller with respect to any party asserting a mechanics' lien claim, it being understood and agreed that this undertaking shall survive cancellation of this Contract or the delivery of a deed pursuant to the terms hereof.
- E. **Hazardous Substances.** Purchaser shall not bring, store, generate, or treat hazardous wastes or substances or petroleum products upon the Property, except for small quantities which are stored and used in compliance with applicable law. Purchaser hereby agrees to indemnify, defend and hold Seller harmless from any and all claims, demands, actions, causes of action, liabilities or rights which may be asserted against Seller with respect to such substances, or products, it being understood and agreed that this obligation will survive the cancellation of this Contract or the delivery of a deed pursuant to the terms hereof.

Note: This document must be attached to a contract for deed and cannot be independently recorded.

- F. **Alternative Acceleration Remedy.** If Purchaser fails to timely perform any term of this Contract, Seller may elect, on thirty (30) days written notice given to Purchaser, to declare the entire unpaid Purchase Price, together with accrued interest thereon, immediately due and payable in full and commence an action against Purchaser to collect all amounts due hereunder. Purchaser shall have the right to reinstate this Contract at any time before entry of final judgment against Purchaser for amounts due hereunder if Purchaser: (i) pays Seller all sums due hereunder as of the date of reinstatement; (ii) cures any other defaults existing under this Contract as of the date of reinstatement; and (iii) pays all expenses incurred by Seller in enforcing this Contract, including, but not limited to, reasonable attorneys' fees and costs. Seller shall deliver the deed for the Property in the manner required by paragraph 3 of this Contract when all amounts due hereunder have been paid.
- G. **Nonrecourse Obligation.** Notwithstanding any other provision contained in this Contract to the contrary, if Purchaser defaults in Purchaser's performance of this Contract, Seller's sole remedy shall be to cancel this Contract in accordance with Minn. Stat. 559.21, as the same may from time to time be amended. Seller specifically waives any right it may have to commence an action for the specific performance of this Contract or any right it may have to seek an award of damages against Purchaser.
- H. **Additional Provisions.** [...]

Note: This document must be attached to a contract for deed and cannot be independently recorded.

(Top 3 inches reserved for recording data)

AFFIDAVIT REGARDING BUSINESS ENTITY

State of Minnesota, County of Washington

Patricia Jurek, being first duly sworn on oath say[s] that:

1. [They are][She is][He is] the Chief Manager of Fat Tire Trike L.L.C., a Wisconsin limited liability company (the "Business Entity"), named as in the document dated 4/11/2010 and filed for record _____ as Document Number _____ (or in Book _____ of _____, Page _____), in the Office of the County Recorder Registrar of Titles of Washington County, Minnesota.

2. The Business Entity's principal place of business is at _____, and the Business Entity's principal place[s] of business during the last ten (10) years [has][have] been at:

3. There have been no:
a. Bankruptcy or dissolution proceedings involving the Business Entity during the time period in which the Business Entity has had any interest in the premises described in the above document ("Premises");
b. Unsatisfied judgments of record against the Business Entity nor any actions pending in any courts, which affect the Premises;
c. Tax liens filed against the Business Entity;
except as herein stated:
- NONE -

4. Any bankruptcy or dissolution proceedings of record against business entities with the same or similar names during the time period in which the Business Entity had any interest in the Premises are not against the Business Entity.

5. Any judgments or tax liens of record against entities with the same or similar names are not against the Business Entity.

6. There has been no labor or materials furnished to the Premises for which payment has not been made.

7. There are no unrecorded contracts, leases, easements, or other agreements or interests relating to the Premises except as stated herein:

8. There are no persons in possession of any portion of the Premises other than pursuant to a recorded document except as stated herein:

9. There are no encroachments or boundary line questions affecting the Premises of which Affiant[s] [has][have] knowledge.

Affiant[s] know[s] the matters herein stated are true and make[s] this Affidavit for the purpose of inducing the acceptance of title to the Premises.

Affiant

Patricia Jurek

Signed and sworn to before me on this 1st day of April, 2016, by Patricia Jurek

(Stamp)



Kayla Beitz

(signature of notarial officer)

Title (and Rank): Notary Public

My commission expires: 1/31/2019
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:

Land Title, Inc.
Commercial Dept., 2200 W County Road C Suite 2205
Roseville, MN 55113

LT File No. 535919

Minnesota Department of Labor and Industry
 Construction Codes and Licensing Division
 Licensing and Certification Services
 443 Lafayette Road North
 St. Paul, MN 55155
 Phone: (651) 284-5034
 Fax: (651) 284-5743
 TTY/MRS: (651) 297-4198
 E-mail: DLI.BusinessLicense@state.mn.us
 www.dli.mn.gov/ccld.asp



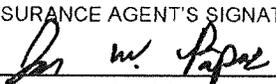
Certificate of Insurance Covering General Liability and Property Damage

Liability Insurance Coverage

This is to certify that the insurance policy listed below has been issued to the named insured for the policy period indicated and that the policy meets the minimum coverage requirements applicable under Minnesota Statutes, section 326B.86, Subd. 2.

PRINT IN INK or TYPE your responses.
 Unreadable or illegible certificates will be denied.

Form must be completed by the insurance agent or insurance company, not by the business/contractor.

LICENSE TYPE Residential Roofing Contractor	LICENSE NO (if applicable)	POLICY NUMBER (pending is not acceptable) CPS2314117	
INSURED (Use the person(s) name if business structure is sole proprietor or partnership (i.e., John Doe, or John Doe and Jane Doe, otherwise the insured is the legal name of the business entity) Custom Homes by JP Bush		FROM (mm/dd/yyyy) 01/07/2016	TO (mm/dd/yyyy) 01/07/2017
DBA ("doing business as" or also known as an assumed name) (if applicable)		<input checked="" type="checkbox"/> Check - Mandatory Insurance policy meets the minimum statutory requirements.	
STREET ADDRESS (no PO Box) PO Box 37		STATUTORY REQUIREMENT Policy provides commercial general liability insurance, which includes premises and operations insurance and products and completed operations insurance, with limits of at least \$100,000 per occurrence, \$300,000 aggregate limit for bodily injury, and property damage insurance with limits of at least \$25,000 or a policy with a single limit for bodily injury and property damage of \$300,000 per occurrence and \$300,000 aggregate limits.	
CITY LAKELAND MN	STATE MN	ZIP CODE 55043	
MAILING ADDRESS (if different from above)		NAME OF INSURANCE COMPANY SCOTTSDALE INS COMPANY	NAIC ID 600.000
CITY	STATE	ZIP CODE	
INSURANCE AGENT'S NAME (Print) JACK PAPAS		Mn INSURANCE AGENT'S LICENSE NO. 20581320	
INSURANCE AGENT'S SIGNATURE 		DATE 01/07/16	
INSURANCE AGENT'S SIGNATURE Certificate Holder		DATE 01/07/16	
NAME OF INSURANCE AGENCY/CO. SCOBIE GROUP		PHONE NUMBER (952) 807-0099	
ADDRESS 5001 American Boulevard West, Suite 775		CITY Minneapolis, MN	
CITY		STATE	ZIP CODE 55437

Data Practices Notice
 Minnesota law requires that contractors licensed by the Minnesota Department of Labor and Industry, Construction Codes and Licensing Division maintain on file with the Commissioner a certificate evidencing compliance with the liability insurance requirements prescribed in the applicable statute. Data provided on this form is used to determine compliance with the applicable Minnesota law and becomes public upon the issuance and/or renewal of the license.

Cancellation
 Independent of this certificate, the policyholder notified the issuing company pursuant to M.S. 60A.36 to add an endorsement to the policy to provide notice to the department of labor and industry if the issuing company cancels or non-renews the policy subject to the terms of the policy. Notwithstanding the expiration date set forth in this certificate, should this policy be canceled before the expiration date, the issuing company shall send written notice to the Certificate Holder at the same time that a cancellation request is received from or notice is sent to the insured.

OFFICE USE ONLY
 Date of DLI Receipt

Minnesota Department of Labor and Industry
 CCLD Licensing and Certification Services
 443 Lafayette Road North
 St. Paul, MN 55155

This insurance form has been filed with the Minnesota Department of Commerce pursuant to Minnesota Statutes, section 60A.39, Subd. 5.



License/Certificate/Registration Detail

Class Type: RESIDENTIAL BLDG CONTRACTOR
Application No: 364729
Expire Date: 3/31/2017
Orig Date: 1/8/2016
Enforcement Action: NO

Number: BC702623
Status: ISSUED
Effect Date: 1/8/2016
Print Date:

Name: CUSTOM HOMES BY JP BUSH LLC
Address: PO BOX 37
LAKELAND, MN 55043
Phone: 651-775-4222 Fax: Other:

Business Relationship Requirements
Name: BUSH, JOSEPH P Lic/Reg No: QB118519
Status: ISSUED Application No: 253613
Expire Date: 3/31/2016 Effect Date: 9/24/2015
Orig Date: 10/22/1998



**Minnesota
License Certification
Prepared For Minnesota
Joseph Patrick Bush**

Mark Dayton, Governor
Mike Rothman, Commissioner of Commerce
This is an official certification issued by the State of Minnesota, valid
without signature and seal.

PO BOX 37
LAKELAND MN 55043

Date: June 08, 2016

This is to certify that the named licensee has complied with our licensing standards and is licensed in this state:

Licenses and Active Qualifications

Board	License Type	License Number	Original Issue Date	Status	Effective Date	Expiration Date	Inactivation Reason
Real Estate	Resident Real Est Salesperson	40239814	03-07-2011	Active	07-22-2015	06-30-2016	
				Status	Begin Date	Inactivation Reason	
				Inactive	06-30-2015	Suspended for Education	
				Status	Begin Date	Inactivation Reason	
				Active	03-31-2014		
				Status	Begin Date	Inactivation Reason	
				Inactive	02-15-2014	Inactive	
				Status	Begin Date	Inactivation Reason	
				Active	07-24-2013		
				Status	Begin Date	Inactivation Reason	
				Inactive	06-30-2013	Association Terminated	
				Status	Begin Date	Inactivation Reason	
				Active	08-29-2012		

Minnesota License Certification Prepared For Minnesota

This letter certifies that on the date it was produced, the referenced licensee was actively licensed by the Minnesota Department of Commerce for the license type indicated.

The licensee was in good standing unless otherwise indicated.



**Minnesota
License Certification
Prepared For Minnesota**
Joseph Patrick Bush

Mark Dayton, Governor
Mike Rothman, Commissioner of Commerce
This is an official certification issued by the State of Minnesota, valid
without signature and seal.

PO BOX 37
LAKELAND MN 55043

Date: June 08, 2016

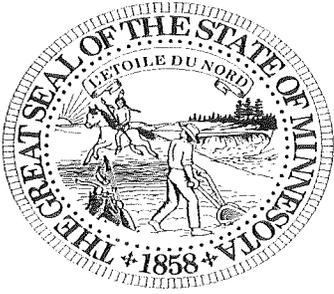
This is to certify that the named licensee has complied with our licensing standards and is licensed in this state:

Status	Begin Date	Inactivation Reason
Inactive	06-30-2012	Failure to Renew
Status	Begin Date	Inactivation Reason
Active	03-07-2011	

Minnesota License Certification Prepared For Minnesota

This letter certifies that on the date it was produced, the referenced licensee was actively licensed by the Minnesota Department of Commerce for the license type indicated.

The licensee was in good standing unless otherwise indicated.



**Minnesota
License Certification
Prepared For Minnesota
Joseph Patrick Bush**

Mark Dayton, Governor
Mike Rothman, Commissioner of Commerce
This is an official certification issued by the State of Minnesota, valid
without signature and seal.

PO BOX 37
LAKELAND MN 55043

Date: June 08, 2016

This is to certify that the named licensee has complied with our licensing standards and is licensed in this state:

Enforcement Action

Department records indicate no administrative action against this licensee.

Minnesota License Certification Prepared For Minnesota

This letter certifies that on the date it was produced, the referenced licensee was actively licensed by the Minnesota Department of Commerce for the license type indicated.

The licensee was in good standing unless otherwise indicated.



State of Wisconsin
Department of Financial Institutions

ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY

Executed by the undersigned for the purpose of forming a Wisconsin Limited Liability Company under Chapter 183 of the Wisconsin Statutes:

- Article 1. **Name of the limited liability company:**
Fat Tire Trike L.L.C.
- Article 2. **The limited liability company is organized under Ch. 183 of the Wisconsin Statutes.**
- Article 3. **Name of the initial registered agent:**
Mark Bushinski
- Article 4. **Street address of the initial registered office:**
N1932 County Road K
Hager City, WI 54014
United States of America
- Article 5. **Management of the limited liability company shall be vested in:**
A member or members
- Article 6. **Name and complete address of each organizer:**
Patricia Jurek
1820 Quinlan Ave S
Lakeland, MN 55043
United States of America
- Other Information. **This document was drafted by:**
Patricia Jurek
Not executed in Wisconsin
- Organizer Signature:**
Patricia Jurek

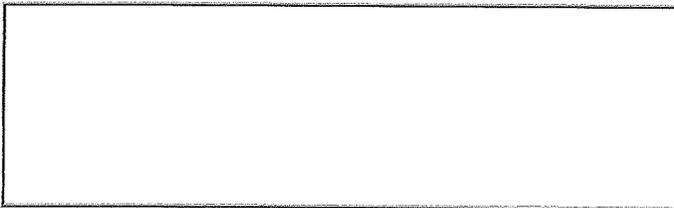
Date & Time of Receipt:

2/5/2016 9:51:32 AM

Order Number:

201602054638023

**ARTICLES OF ORGANIZATION - Limited Liability
Company(Ch. 183)**



Filing Fee: \$130.00

Total Fee: \$130.00

ENDORSEMENT

**State of Wisconsin
Department of Financial Institutions**

EFFECTIVE DATE	
2/5/2016	

FILED 2/15/2016	Entity ID Number F054204
---------------------------	-----------------------------

14949 62nd Street North PO Box 200
Stillwater, MN 55082-0200
(651) 430-6175 www.co.washington.mn.us

Property ID: **11.028.20.34.0075** Bill#: **515393**

Taxpayer: MICHAEL EDGELL
14141 15TH ST S
AFTON MN 55001-9307



REFUNDS?

You may be eligible for one or even two refunds to reduce your property tax. Read the back of this statement to find out how to apply.

Property Address:
1980 QUASAR AVE S
LAKE LAND MN 55043

Description:
Lot 370 LAKE ST CROIX BEACH SEC NO 1 LOTS
370 THRU 379 LAKE ST CROIX BEACH SEC NO 1

TAX STATEMENT 2016			
2015 Values for Taxes Payable in 2016			
VALUES AND CLASSIFICATION			
	Taxes Payable Year:	2015	2016
Step 1	Estimated Market Value:	218,900	218,900
	Homestead Exclusion:		
	Taxable Market Value:	218,900	218,900
	New Improvements/ Expired Exclusions:		
	Property Classification:	Comm/Ind	Comm/Ind
Sent in March 2015			
Step 2	PROPOSED TAX		
	Did not include special assessments or referenda approved by the voters at the November election		\$6,532.00
Sent in November 2015			
Step 3	PROPERTY TAX STATEMENT		
	First half taxes due	May 15	\$3,270.00
	Second half taxes due	October 15	\$3,270.00
	Total Taxes Due in 2016:		\$6,540.00

Tax Detail for Your Property:			
Taxes Payable Year:		2015	2016
1. Use this amount on Form MIPR to see if you are eligible for a property tax refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible. <input type="checkbox"/>			
2. Use these amounts on Form MIPR to see if you are eligible for a special refund.		\$0.00	\$0.00
Tax and Credits	3. Property taxes before credits	\$6,784.00	\$6,540.00
	4. Credits that reduce property taxes		
	A. Agricultural market value credit	\$0.00	\$0.00
	B. Other Credits	\$0.00	\$0.00
	5. Property taxes after credits	\$6,784.00	\$6,540.00
Property Tax by Jurisdiction	6. WASHINGTON COUNTY	A. County General \$696.31	\$680.97
		B. County Regional Rail Authority \$4.90	\$5.52
	7. CITY OF LAKE ST CROIX BEACH	\$1,107.78	\$1,021.22
	8. State General Tax	\$1,844.48	\$1,764.70
	9. ISD 834 STILLWATER	A. Voter approved levies \$339.46	\$355.09
		B. Other Local Levies \$585.35	\$539.05
		A. Metropolitan Council \$21.74	\$20.79
		B. Metropolitan Mosquito Control \$11.29	\$10.87
		C. County HRA \$27.24	\$34.10
		D. Fiscal Disparities \$2,136.68	\$2,099.16
	11. Non-school voter approved referenda levies	\$8.77	\$8.53
	12. Total property tax before special assessments	\$6,784.00	\$6,540.00
	13. Special assessments	\$0.00	\$0.00
	14. TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS	\$6,784.00	\$6,540.00

PAYABLE 2016 2nd HALF PAYMENT STUB
TO AVOID PENALTY PAY ON OR BEFORE: October 15

Property ID: **11.028.20.34.0075** Bill #: **515393**



Taxpayer:
MICHAEL EDGELL
14141 15TH ST S
AFTON MN 55001-9307

Detach at perforation & mail this stub with your 2nd half payment in the enclosed green envelope
Comm/Ind

SECOND HALF TAX AMT
\$3,270.00

MAKE CHECKS PAYABLE TO:
Washington County
P.O. Box 200
Stillwater MN 55082-0200

CHECK
 CASH

No Receipt sent. Your canceled check is proof of payment. Do not send postdated checks.

1102820340075 2 00000000327000 3

PAYABLE 2016 1st HALF PAYMENT STUB
TO AVOID PENALTY PAY ON OR BEFORE: May 15

Property ID: **11.028.20.34.0075** Bill #: **515393**



Taxpayer:
MICHAEL EDGELL
14141 15TH ST S
AFTON MN 55001-9307

Detach at perforation & mail this stub with your 1st half payment in the enclosed green envelope
Comm/Ind

FIRST HALF TAX AMT
\$3,270.00

MAKE CHECKS PAYABLE TO:
Washington County
P.O. Box 200
Stillwater MN 55082-0200

CHECK
 CASH

No Receipt sent. Your canceled check is proof of payment. Do not send postdated checks.

1102820340075 1 00000000327000 5

Washington County Parcel Information		
Parcel Number	Status	Last Update
11.028.20.34.0075	Active	6/10/2016 12:54:02 AM
Current Owner: FAT TIRE TRIKE LLC 1980 QUASAR AVE S LAKELAND, MN 55043		Property Address: 1980 QUASAR AVE S LAKELAND MN 55043
Taxing District 4001 LK ST CR BCH-834-MSCWMO		
Tax Description		
LOTS 370 THRU 379 LAKE ST CROI		

Select a Tax Year for Payment History and Tax Detail information.

Tax Bill Totals					
Tax Year	Net Tax	Total Paid	Penalty/Fees	Interest	Amount Due
2016	\$6,540.00	\$3,270.00	\$0.00	\$0.00	\$3,270.00
2015	\$6,784.00	\$6,784.00	\$0.00	\$0.00	\$0.00
2014	\$7,158.00	\$7,158.00	\$0.00	\$0.00	\$0.00
2013	\$9,788.00	\$9,788.00	\$0.00	\$0.00	\$0.00
2012	\$7,276.00	\$7,276.00	\$0.00	\$0.00	\$0.00
2011	\$6,572.00	\$6,572.00	\$0.00	\$0.00	\$0.00
2010	\$6,312.00	\$6,312.00	\$0.00	\$0.00	\$0.00
2009	\$5,974.00	\$5,974.00	\$0.00	\$0.00	\$0.00
2008	\$6,050.00	\$6,050.00	\$0.00	\$0.00	\$0.00
2007	\$4,868.00	\$4,868.00	\$0.00	\$0.00	\$0.00
2006	\$4,576.00	\$4,576.00	\$0.00	\$0.00	\$0.00
2005	\$4,660.00	\$4,660.00	\$0.00	\$0.00	\$0.00
2004	\$4,408.00	\$4,408.00	\$0.00	\$0.00	\$0.00
2003	\$3,668.00	\$3,888.08	\$0.00	\$0.00	\$0.00
Total					\$3,270.00

Information & Links

APPRAISAL & VALUE INFORMATION with GIS MAP

IS YOUR PROPERTY ABSTRACT OR TORRENS?

TAX PAYMENT OPTIONS

2016 TAX STATEMENT

2015 TAX STATEMENT

2014 TAX STATEMENT

2013 TAX STATEMENT

BACK OF TAX STATEMENT WITH LATE PAYMENT PENALTY SCHEDULE

2016 VALUATION NOTICE

BACK OF VALUATION NOTICE WITH APPEAL INFORMATION

MINNESOTA REVENUE PROPERTY TAX REFUND

Pay Your Property Tax by Credit Card or eCheck

To make a payment other than the Total Due, use the Partial option and enter the amount.

Select a payment option:

- Total Due \$3,270.00
- Partial

ADD TO CART

Cart: \$0.00

Online Payment Fees

Convenience Fees are charged for online property tax payments.

eCheck fee is \$0.75 per transaction. Be sure to use the 9 digit bank routing number from your checking account, not the internal bank number from a savings or deposit slip. Pay multiple parcels in one transaction with the payment cart.

Credit Card fee is 2.39% of amount paid. Discover, MasterCard and Visa are accepted. American Express is no longer accepted.

Fees are paid directly to a payment services provider to cover the costs of the online payment services and charges from the credit card companies.

A \$30 fee will be charged for non-sufficient fund payments.

Payment information collected by our online services provider, or its' affiliates, is private and governed by the service providers privacy statement.

COMMON POLICY DECLARATIONS



POLICY NUMBER: CM46547
NEW POLICY

NAMED INSURED AND MAILING ADDRESS AGENT AND ADDRESS 564 X
X FAT TIRE TRIKE LLC METRO INSURANCE BROKERS INC
1980 QUASAR AVE S 6949 VALLEY CREEK RD
ST CROIX BEACH, MN 55043-9501 STE 200
WOODBURY MN 55125
651-775-4222 (651) 578-0233

POLICY PERIOD: FROM 4/21/2016 TO 4/21/2017 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

This replaces all previously issued policy declarations, if any. In return for the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy during the policy period shown above.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Table with 2 columns: Coverage Part and Premium. Rows include Commercial Property, Commercial General Liability, Employment Practices Liability, Cyber Liability, Commercial Crime, and Certified Terrorism coverage. Total Annual Premium is \$4,365.00. Premium Audit Period: Annual.

BILL TO: INSURED

(THIS IS NOT A BILL; STATEMENT WILL FOLLOW)

COUNTERSIGNED: 4/21/2016 BY _____ (OUR AUTHORIZED REPRESENTATIVE) 1

COMMERCIAL LIABILITY DECLARATIONS



POLICY NUMBER: CM46547
 NEW POLICY
 POLICY PERIOD: 4/21/2016 TO 4/21/2017

COMMERCIAL GENERAL LIABILITY COVERAGE PART

LIMITS OF INSURANCE:

GENERAL AGGREGATE LIMIT	\$ 2,000,000
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT	\$ - 0 -
PERSONAL AND ADVERTISING INJURY LIMIT	\$ 1,000,000
EACH OCCURRENCE LIMIT	\$ 1,000,000
FIRE DAMAGE LIMIT (ANY ONE FIRE)	\$ 100,000
MEDICAL EXPENSE LIMIT (ANY ONE PERSON)	\$ 5,000

FORM OF BUSINESS: LIMITED LIABILITY CORPORATION

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY AND BUSINESS DESCRIPTION:

LOC. 01 1980 QUASAR AVE S, ST CROIX BEACH, MN 55043; BIKE SHOP

CLASSIFICATION:	CODE NO.	PREMIUM BASE	ADVANCE PR/CO	PREMIUM ALL OTHER
BICYCLE STORES - SALES AND SERVICE	10150	250,000		\$ 232.00MP

COMMERCIAL LIABILITY DECLARATIONS
PAGE 2

1 YIF

POLICY NUMBER: CM46547



NEW POLICY
POLICY PERIOD: 4/21/2016 TO 4/21/2017

EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

LIMITS OF INSURANCE

AGGREGATE LIMIT	\$	50,000
EACH CLAIM LIMIT	\$	50,000

DEDUCTIBLE AMOUNT - EACH CLAIM: \$ 2,500

RETROACTIVE DATE: 4/21/2016

CYBER LIABILITY COVERAGE PART

DEFENSE EXPENSE WITHIN LIMIT OF INSURANCE

LIMITS OF INSURANCE

EACH CLAIM LIMIT	\$	100,000
AGGREGATE LIMIT	\$	100,000

EFFECTIVE DATE: 4/21/2016

RETROACTIVE DATE: 4/21/2016

Your policy is subject to the forms/endorsements listed below—any new or revised forms/endorsements are attached and now apply. (If this is a renewal certificate or a revision, only the new or revised forms/endorsements are attached.) Current policy forms are available on request.

- IL0017(11-98) COMMON POLICY CONDITIONS
- CF-1836(03-06) ACTUAL CASH VALUE (WHERE APPLICABLE)
- CP0010(10-12) BUILDING & PERSONAL PROPERTY COVERAGE FORM
- CP0090(07-88) COMMERCIAL PROPERTY CONDITIONS
- CP0108(10-12) MINNESOTA CHANGES
- CP0140(07-06) EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
- CP0157(07-98) MINNESOTA CHANGES-COINSURANCE

1980 Quasar Ave S



04/26/2014

Inspect Minnesota & Midwest Soil Testing

P.O. Box 383 Hugo, MN 55038
651-492-7550/Brian@midwestsoiltesting.com

Brian Humpal
MPCA Licensed Advanced Inspector

SUBSURFACE SEWAGE TREATMENT SYSTEM (SSTS) COMPLIANCE REPORT

Date: July 5, 2016

Time: 11:15 AM

Owner: Joe Bush

Inspection Address: 1980 Quasar Ave S, Lake St. Croix Beach, MN 55043

REPORT SUMMARY

I have performed an "MPCA Compliance Inspection" on this system. This system consists of a pre-cast septic tank and a rock trench drainfield.

It should be noted that there some landscaping has recently been completed in the area of the drainfield. This landscaping does not appear to have impacted the system. Additionally, it is my understanding that it is the owner's intent to install a bathroom in the building located in the southwest corner of the property. It is my opinion that the existing system will support the addition of this bathroom.

Predicated on my inspection of the system, it is my opinion that this system presently meets MPCA minimum compliance inspection requirements.

Inspect Minnesota and Midwest Soil Testing have been hired to perform a compliance inspection of this SSTS for compliance with local ordinances pursuant to Minn. Stat. § 115.55 (2013). This compliance inspection covers only the criteria required by Minn. Stat. § 115.55 Subd. 5a (2013) and Minn. R. 7080.1500 (2011). A compliance inspection is an indication of the current compliance status of the system and does not guarantee the performance or longevity of this system beyond the date of inspection, as it is impossible to determine the future performance of any system. Inspect Minnesota and Midwest Soil Testing disclaim any use of this compliance inspection beyond determining SSTS compliance pursuant to Minn. Stat. § 115.55 Subd. 5a (2013) and Minn. R. 7080.1500 (2011).

Please contact me should you have any questions.



Brian Humpal

NOTE: This report is not complete without the inclusion/attachment of the additional pages which consist of up to three (3) MPCA drafted Compliance Inspection Documents, one (1) Homeowner/Occupant Information Sheet (when obtainable), one (1) site diagram, one (1) log of soil boring(s), one (1) Brian L Humpal, Inc. Disclaimer Sheet, and one (1) MPCA License.

Joe Bush

From: Chris LeClair [Chris.LeClair@co.washington.mn.us]
Sent: Tuesday, August 09, 2016 1:35 PM
To: sschulerlscb@comcast.net
Cc: 'joe@joebushmn.com'; Alex Pepin; Girard Goder
Subject: 1980 Quasar Ave S

Sue:

Regarding the addition of two bedrooms to the accessory structure on the west side of the property at 1980 Quasar AVE S:

1. On July 14, 2016, the County has received a Compliance Inspection showing that the existing system at 1980 Quasar AVE S currently meets minimum compliance inspection requirements set forth by Washington County Development Code, Chapter Four, Subsurface Sewage Treatment System Regulations (Washington County Ordinance #196) and MN Rules, Chapter 7080.
2. As to whether the current system can accommodate the addition of 2 bedrooms in the accessory structure, we first need to determine how many gallons per day the current system was designed for. As of right now, I have found that the County issued a permit for this system in 1998. However, the permit is not currently in our possession. We are making attempts to track the permit down and view the permit record to determine the size of the current system.
 - a. Brian's report shows a tank and two trenches. Since sizing is not a criteria for a compliance inspection, Brian did not note the size of the tank and/or drainfield. In 1998, the County had a two tank requirement, so it very well could be that the tank is a single tank with two compartments, a 1000 gallon compartment, followed by a 500 gallon compartment. This would lead me to assume that the system may have been sized for 300 gallons per day, which is the minimum flow that must be used to design a system. A 1500-two compartment tank would be consistent with a design flow of 300 gallons per day.
 - b. The building that the current building serves currently has 2.5 full time employees. Using a flow estimate of 18 gallons per day per full time employee, the current system is probably generating approximately 45 gallons per day.
 - c. 2 additional bedrooms would require the system to be sized for an additional 300 gallons per day, for a total of 345 gallons per day.

So the question we must answer is how many gallons per day was the existing system designed for in 1998. Once we get the permit in the next day or two, we should be able to answer that question. If we cannot locate the permit, I think a safe assumption would be that the system was sized for 300 gallons per day. At a minimum, if the system were designed for 300 gallons per day, the County would require the addition of an extra septic tank to accommodate the extra flow generated by the bedroom additions. If the trenches would need to be replaced and/or added to, that is not a difficult task, given the nature of the soils in the area.

Please contact me with any further questions.

Thank you

Christopher W. LeClair, R.E.H.S.

Sr. Environmental Specialist
 Washington County Department of
 Public Health & Environment
 651-430-4052
Chris.LeClair@co.washington.mn.us



Minnesota Pollution Control Agency

520 Lafayette Road North
St. Paul, MN 55155-4194

Compliance Inspection Form
Existing Subsurface Sewage Treatment Systems (SSTS)

Doc Type: Compliance and Enforcement

Instructions: Inspection results based on Minnesota Pollution Control Agency (MPCA) requirements and attached forms – additional local requirements may also apply.

For local tracking purposes:

Submit completed form to Local Unit of Government (LUG) and system owner within 15 days

System Status

System status on date (mm/dd/yyyy): 7/5/2016

[X] Compliant – Certificate of Compliance
(Valid for 3 years from report date, unless shorter time frame outlined in Local Ordinance.)

[] Noncompliant – Notice of Noncompliance
(See Upgrade Requirements on page 3)

Reason(s) for noncompliance (check all applicable)

- [] Impact on Public Health (Compliance Component #1) – Imminent threat to public health and safety
[] Other Compliance Conditions (Compliance Component #3) – Imminent threat to public health and safety
[] Tank Integrity (Compliance Component #2) – Failing to protect groundwater
[] Other Compliance Conditions (Compliance Component #3) – Failing to protect groundwater
[] Soil Separation (Compliance Component #4) – Failing to protect groundwater
[] Operating permit/monitoring plan requirements (Compliance Component #5) – Noncompliant

Property Information

Parcel ID# or Sec/Twp/Range:

Property address: 1980 Quasar Ave S, Lake St. Croix Beach, MN Reason for inspection: Owner Request

Property owner: Joe Bush Owner's phone: 651-775-4222

or

Owner's representative: Representative phone:

Local regulatory authority: Washington County Regulatory authority phone: 651-430-4052

Brief system description: Pre-cast septic tank and a rock trench drainfield.

Comments or recommendations:

Certification

I hereby certify that all the necessary information has been gathered to determine the compliance status of this system. No determination of future system performance has been nor can be made due to unknown conditions during system construction, possible abuse of the system, inadequate maintenance, or future water usage.

Inspector name: Brian Humpal Certification number: L5342

Business name: Inspect Minnesota, Midwest Soil Testing License number: L2896

Inspector signature: [Signature] Phone number: 651-492-7550

Necessary or Locally Required Attachments

- [X] Soil boring logs [X] System/As-built drawing [] Forms per local ordinance
[X] Other information (list): Report Summary, Property Information, Disclaimer, License

1. Impact on Public Health – Compliance component #1 of 5

Compliance criteria:

System discharge sewage to the ground surface.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
System discharge sewage to drain tile or surface waters.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
System cause sewage backup into dwelling or establishment.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Any "yes" answer above indicates the system is an Imminent Threat to Public Health and Safety.

Comments/Explanation:
None of the above found.

Verification method(s):

- Searched for surface outlet
- Searched for seeping in yard/backup in home
- Excessive ponding in soil system/D-boxes
- Homeowner testimony (See Comments/Explanation)
- "Black soil" above soil dispersal system
- System requires "emergency" pumping
- Performed dye test
- Unable to verify (See Comments/Explanation)
- Other methods not listed (See Comments/Explanation)

2. Tank Integrity – Compliance component #2 of 5

Compliance criteria:

System consists of a seepage pit, cesspool, drywell, or leaching pit. <i>Seepage pits meeting 7080.2550 may be compliant if allowed in local ordinance.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Sewage tank(s) leak below their designed operating depth.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, which sewage tank(s) leaks:	

Any "yes" answer above indicates the system is Failing to Protect Groundwater.

Comments/Explanation:
Lowered underwater camera into tank - baffles and tank walls OK.

Verification method(s):

- Probed tank(s) bottom
- Examined construction records
- Examined Tank Integrity Form (Attach)
- Observed liquid level below operating depth
- Examined empty (pumped) tanks(s)
- Probed outside tank(s) for "black soil"
- Unable to verify (See Comments/Explanation)
- Other methods not listed (See Comments/Explanation)

3. Other Compliance Conditions – Compliance component #3 of 5

- a. Maintenance hole covers are damaged, cracked, unsecured, or appear to structurally unsound. Yes* No Unknown
- b. Other issues (electrical hazards, etc.) to immediately and adversely impact public health or safety. Yes* No Unknown

Explain:

- c. System is non-protective of ground water for other conditions as determined by inspector Yes* No
- *System is failing to protect groundwater**

Explain:

4. Soil Separation – Compliance component #4 of 5

Date of installation: _____ Unknown
 Shoreland/Wellhead protection/Food Beverage Lodging? Yes No

<p>Compliance criteria:</p> <p><i>For systems built prior to April 1, 1996, and not located in Shoreland or Wellhead Protection Area or not serving a food, beverage or lodging establishment:</i></p> <p>Drainfield has at least a two-foot vertical separation distance from periodically saturated soil or bedrock.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p><i>Non-performance systems built April 1, 1996, or later or for non-performance systems located in Shoreland or Wellhead Protection Areas or serving a food, beverage, or lodging establishment:</i></p> <p>Drainfield has a three-foot vertical separation distance from periodically saturated soil or bedrock.*</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><i>“Experimental”, “Other”, or “Performance” systems built under pre-2008 Rules; Type IV or V systems built under 2008 Rules (7080.2350 or 7080.2400 (Advanced Inspector License required)</i></p> <p>Drainfield meets the designed vertical separation distance from periodically saturated soil or bedrock.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Any “no” answer above indicates the system is Failing to Protect Groundwater.

Verification method(s):

Soil observation does not expire. Previous soil observations by two independent parties are sufficient, unless site conditions have been altered or local requirements differ.

- Conducted soil observation(s) (Attach boring logs)
- Two previous verifications (Attach boring logs)
- Not applicable (Holding tank(s), no drainfield)
- Unable to verify (See Comments/Explanation)
- Other (See Comments/Explanation)

Comments/Explanation:

Indicate depths of elevations

A. Bottom of distribution media	See Attached Boring Log(s)
B. Periodically saturated soil/bedrock	
C. System separation	
D. Required compliance separation*	

*May be reduced up to 15 percent if allowed by Local Ordinance.

5. Operating Permit and Nitrogen BMP* – Compliance component #5 of 5 Not applicable

Is the system operated under an Operating Permit? Yes No **If “yes”, A below is required**

Is the system required to employ a Nitrogen BMP? Yes No **If “yes”, B below is required**

BMP=Best Management Practice(s) specified in the system design

If the answer to both questions is “no”, this section does not need to be completed.

Compliance criteria

a. Operating Permit number: _____ Have the Operating Permit requirements been met?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the required nitrogen BMP in place and properly functioning?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Any “no” answer indicates Noncompliance.

Upgrade Requirements (Minn. Stat. § 115.55) *An imminent threat to public health and safety (ITPHS) must be upgraded, replaced, or its use discontinued within ten months of receipt of this notice or within a shorter period if required by local ordinance. If the system is failing to protect ground water, the system must be upgraded, replaced, or its use discontinued within the time required by local ordinance. If an existing system is not failing as defined in law, and has at least two feet of design soil separation, then the system need not be upgraded, repaired, replaced, or its use discontinued, notwithstanding any local ordinance that is more strict. This provision does not apply to systems in shoreland areas, Wellhead Protection Areas, or those used in connection with food, beverage, and lodging establishments as defined in law.*

Inspect Minnesota & Midwest Soil Testing

Subsurface Sewage Treatment System Owner/Property Information

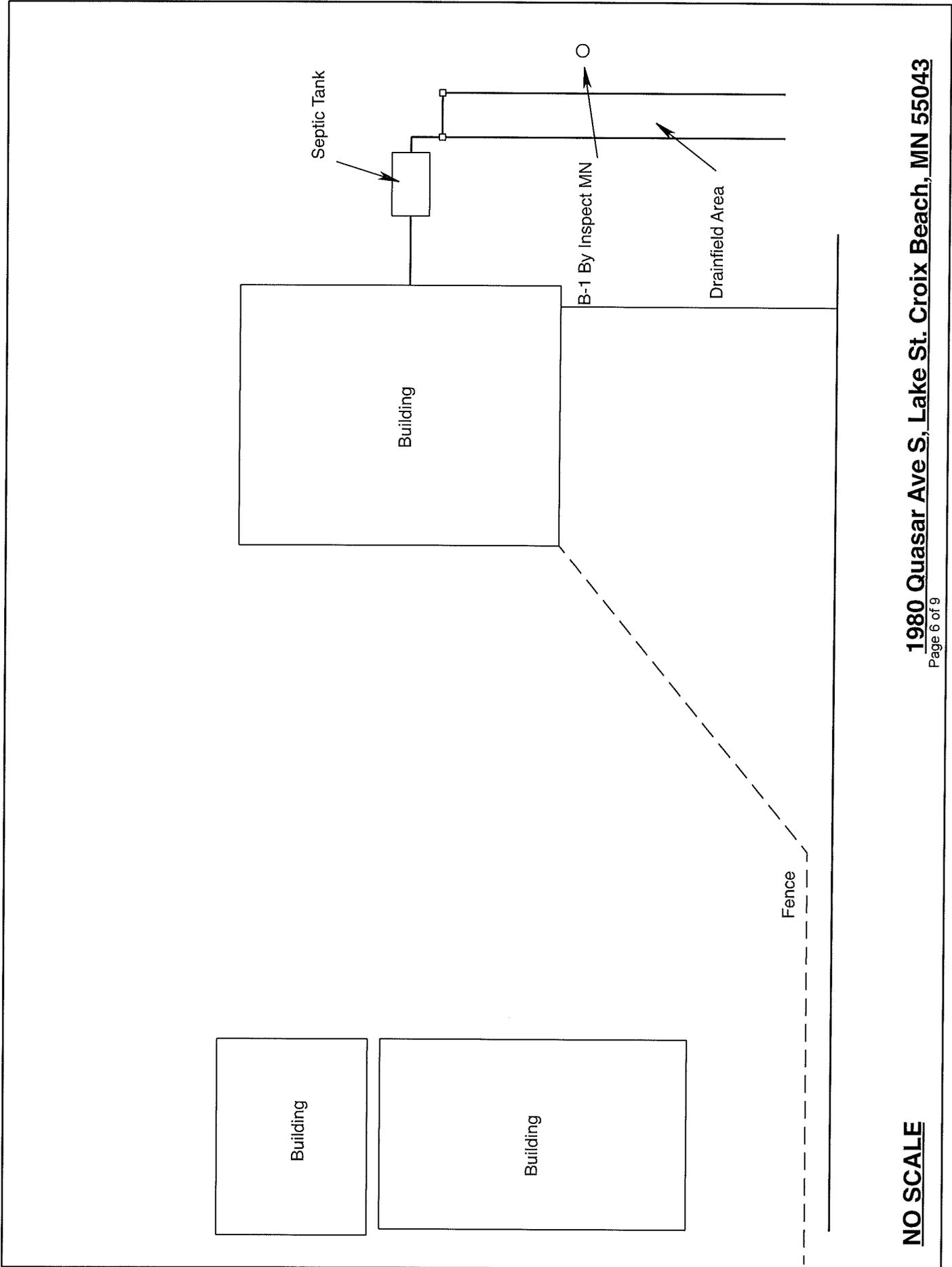
This information will be used for the purpose of conducting an MPCA Compliance Inspection.

Date of Inspection: July 5, 2015		Time: 11:15 AM	
Property Address: 1980 Quasar Ave S, Lake St. Croix Beach, MN		Zip: 55043	
Property Owner: Joe Bush		Phone: 651-775-4222	
<u>Tank(s)</u> <input checked="" type="checkbox"/> Septic 1 <input type="checkbox"/> Aerobic <input type="checkbox"/> Lift <input type="checkbox"/> Holding <input type="checkbox"/> Other:	<u>Tank(s)Material</u> <input type="checkbox"/> Fiberglass <input type="checkbox"/> Plastic <input type="checkbox"/> Metal <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Block <input type="checkbox"/> Other _____	<u>Soil Treatment System</u> <input checked="" type="checkbox"/> Rock trench <input type="checkbox"/> Gravelless trench <input type="checkbox"/> Chamber trench <input type="checkbox"/> Seepage bed <input type="checkbox"/> Mound <input type="checkbox"/> At-grade	<u>Other</u> <input type="checkbox"/> Alternative system _____ <input type="checkbox"/> Experimental system _____ <input type="checkbox"/> Cesspool system _____ <input type="checkbox"/> Other system _____ _____ _____
Are the tank maintenance covers accessible? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No *If no, proper maintenance must be performed through the maintenance holes. Maintenance hole covers should be made accessible to the ground surface to facilitate access and proper maintenance of the system.			
Year house built:	Year septic installed:	Tank size (gals.): 1200 est	
How long has seller owned the property?		Number of residents in home?	
Number of bedrooms? N/A	Are all floors drained by gravity? Y		
Garbage disposal?	Whirlpool bath?		
More than one system (laundry, etc.)?			
Does this property have any footing drain tiles connected to the septic system?			
Are any buildings on this property such as garages or out-buildings connected to this system?			
Are there any additional systems on this property serving other buildings?			
Location of septic system on lot? East Side			
Location of water well on lot?		Is the well a deep well?	
Have you ever experienced any problems with the system such as: tree roots, sewage back-ups, surfacing of sewage onto the ground, septic tank overflowing, etc.; or have any repairs been made to the system? If yes, explain:			
When was the system last pumped?		Name of pumper:	
How often pumped in previous years?		Is system on a monitoring plan?	
Have you received notices from any government agency concerning this system?			
Is your property located in a shoreland management area? N			
Do you have any additional information that should be given to the new owner?			

I hereby certify that the above information is correct to the best of my knowledge. I also understand that if the system is considered "non-compliant/failing" per MPCA rules, that the inspector must by law submit a copy of this report to the local government unit within 15 days of the date of inspection completion. I also agree that unless otherwise noted in this report, that I/we are ultimately responsible for payment of all fees for all work performed relative to this inspection by Inspect Minnesota and Midwest Soil Testing.

Owner/Occupant: _____

Date: _____



Log Of Soil Borings

Location of Project:		1980 Quasar Ave S, Lake St. Croix Beach, MN 55043	
Borings Made By:		Inspect Minnesota	Date: 7/5/16
Auger Used:		Hand/Bucket	Classification System: USDA
Boring Number:		1	Boring Number:
Surface Elevation of Boring	Same ground surface as last drainfield trench		Surface Elevation of Boring
Depth In Inches	<u>Soils Encountered</u>	Depth In Inches	<u>Soils Encountered</u>
0-12	7.5YR 2.5/2 Loamy Sand		
12-21	7.5YR 3/4 Sandy Loam		
21-30	7.5YR 3/4 Medium Coarse Sand		
30-48	7.5YR 4/4 Medium Coarse Sand With Medium Sand Pockets		
48-79	7.5YR 5/4 Medium Coarse Sand		
79-96	7.5YR 5/4 Very Medium Coarse Sand		
96"	Depth To End Of Boring Or Redox		Depth To End Of Boring Or Redox
Same	Elevation Of Boring Relative To System		Elevation Of Boring Relative To System
-51"	Depth To Bottom Of Distribution Media		Depth To Bottom Of Distribution Media
≥45"	Of Separation		Of Separation
End Of Boring At:		96"	End Of Boring At:
Redox Present At:		None	Redox Present At:
Standing Water Present At:		None	Standing Water Present At:

Bottom Of Distribution Medium At: 51 Inches

DISCLAIMER

Brian L. Humpal, Inc. dba. Inspect Minnesota, Midwest Soil Testing Relative to Subsurface Sewage Treatment System (SSTS) Compliance Inspections

1. This inspection/report is being performed for only the seller/owner of the property on which the SSTS is located. In such case that another party is paying for the inspection, the contract is between only said party and Brian L. Humpal, Inc.; there is no contract between Brian L. Humpal, Inc. and any other party unless otherwise noted.
3. Brian L. Humpal, Inc. has not been retained to warranty, guarantee, or certify the proper functioning of the SSTS for any period of time beyond the date of inspection or into the future. Because of the numerous factors (usage, maintenance, soil characteristics, previous failures, etc.) which may affect the proper operation of an SSTS, as well as the inability of Brian L. Humpal, Inc. to supervise or monitor the use or maintenance of the SSTS, the report shall not be construed as a warranty by Brian L. Humpal, Inc. that the SSTS will function properly for any particular party for any period of time.
4. Brian L. Humpal, Inc. is unable to verify the frequency and/or, quality of prior or future maintenance of the SSTS. Maintenance of the tank(s) must be performed through the tanks maintenance hole. The removal of solids from any location other than the maintenance hole is not a compliant method of maintenance. It is strongly recommended that maintenance covers be made accessible to the ground surface to facilitate proper maintenance.
5. Minimum Compliance Inspection requirements relative to this inspection and this report include only verification that the SSTS has tank(s) (septic tanks, lift tanks, dosing tanks, stilling tanks, etc.) which are watertight below the designed operating depth, the required separation between the bottom of the subsurface soil distribution medium and seasonally saturated soils, no back-ups of sewage into the dwelling, no discharge of sewage/effluent to the ground surface or surface waters, and no imminent safety hazards. Brian L. Humpal, Inc. does not inspect plumbing or pumps prior to the first SSTS component as these are plumbing components. The performance of exterior pumps and associated components are not inspected as they are considered to be maintenance items. Additionally, no indications relative to compliance with electrical code requirements have been made. It is recommended that any other applicable plumbing, electrical, housing, etc. inspections be performed by a qualified inspection business. Sewage back-up verification is limited to observing the floor drain area and/or the information supplied by the last occupants of the building prior to inspection. Brian L. Humpal, Inc. cannot guarantee that the information given to them by the last occupants of the building prior to inspection relative to back-ups is accurate.
4. Certification of this SSTS does not warranty future use beyond the date of the inspection. Any SSTS, old or new, can become hydraulically overloaded or discharge sewage/effluent to the ground surface as a result of more people moving into the house than were previously occupying the house, improper maintenance, heavy usage, leaking plumbing fixtures, groundwater infiltration, tree roots, freezing conditions, surface drainage problems, poor initial design, poor construction practices, or unsuitable materials used in constructing the system; the system can also simply stop working because of its age. An SSTS that has been properly designed and installed, properly maintained, and used in the manner for which the system was designed can be expected to provide service for twenty to twenty-five years on average. Some parts of the SSTS such as alarms, switches, pumps, filters, etc. will most likely have to be repaired or replaced over the lifetime of the system.
5. A Compliance Inspection is not meant to be a test or inspection for longevity of the system; a Compliance Inspection is strictly for the purpose of determining if the SSTS is protective of public health and safety, as well as the groundwater at the date and time the inspection was performed. This inspection is not intended to determine if the SSTS was originally designed or installed to past or present MPCA or other Local Government Unit code requirements. This inspection is not intended to determine if the SSTS was designed and/or installed to support the anticipated flow from the building as the use of the building may have changed since the design and construction of the SSTS due to the addition of bedrooms, occupants, etc. In addition, this inspection is not intended to determine the quality of the original SSTS design, the quality of the construction practices used while installing the SSTS, or the quality of the materials used in constructing the SSTS.
6. Brian L. Humpal, Inc. cannot guarantee the performance of SSTS products/components such as: gravelless pipe, chamber trenches, effluent filters, tanks, sewage pre-treatment components, piping, etc. Products such as gravelless pipe are no longer approved for installation in the State of Minnesota and may have a significantly reduced performance and/or life expectancy.
7. WINTER WORK: By accepting this report, it is understood that inspections conducted during winter months (approximately November 1st through April 1st) are more difficult to perform because of possible snow cover and/or ground frost. SSTS components such as tanks, maintenance covers, tank inspection pipes, subsurface distribution medium inspection pipes, and soil treatment areas are more difficult or impossible to locate due to snow cover and/or ground frost. In addition, soil borings are more difficult to perform due to snow cover and/or ground frost. Brian L. Humpal, Inc. will attempt to use the same level of standards when performing work during winter periods as when performing work during non-winter periods. However, the recipient of this report understands that because of the aforementioned considerations, the same level of standards may not be possible.
8. By accepting this report, the client understands that Brian L. Humpal, Inc. will not be responsible for any monetary damages exceeding the fee for the services provided.

Subsurface Sewage Treatment Systems

Non-transferable

License

License # L2896

Date of Issuance: Oct 28, 2015
 Maintainer License Expires: Dec 22, 2016
 Installer License Expires: Dec 22, 2016
 Adv Inspector License Expires: Dec 22, 2016
 Adv Designer License Expires: Dec 22, 2016

Inspect Minnesota, Midwest Soil Testing

Designated Certified Individual (DCI)	Certification Type	Certification Expires
Brian L. Humpal	Maintainer (Certified)	10/15/2017
Brian L. Humpal	Advanced Designer (Certified)	10/15/2017
Brian L. Humpal	Advanced Inspector (Certified)	10/15/2017
Brian L. Humpal	Installer (Certified)	10/15/2017
Brian L. Humpal	Service Provider (Certified)	10/15/2017
Christopher R. Uebe	Designer (Certified)	03/04/2018
Christopher R. Uebe	Inspector (Certified)	03/04/2018



Minnesota Pollution Control Agency

520 Lafayette Road North
 St. Paul, Minnesota 55155-4194

Steven Giddings
 Steven Giddings Manager

Environmental Business Assistance Section

FEE: \$ 75.00

WASHINGTON COUNTY, MINNESOTA

Sewage Treatment Permit No. 4718

Inspection of Installation Must Be Made By the Building Official Before Any Portion of System is Covered
Contact Planning Department, 779-5444, 24 Hour Notice Required

Owner AROLD E. HICKES 1177-30-011

Property Description Lot 54-24 & 25 in Lake James Park S.E. 1/4 Sec 10

Property Address 1470 Grand Avenue S., White

Use of Building: SINGLE FAMILY RES. Flow Rate: 4.0 gpm Percolation Rate: 5 mpi

Septic Tank 1700 Gal. Liquid Capacity Lift Station (if needed) no Gal.

Type of System: SEPTIC TANK AND ABSORPTION

Absorption Trench — Square Feet 700 Lineal Feet 374 Width 3.0

Depth of Rock Below Lines 12 Inches, Above Lines — Inches

Depth of Trench From Existing Grade — Minimum 36 Inches, Maximum 48 Inches

Recommended Number of Lines 2 x 11 ft (Note: Maximum Length of Individual Line is 100 Feet.)

Minimum Spacing of Lines 7.0 Ft. Center to Center

Special Conditions 10' x 14' trench in area adjacent to well house must
have 18" of deep sand, the minimum number of 4 lines is
required.

PERMIT: Permission is hereby granted to the above named applicant to perform the work described in the applicaiton to the minimum specifications shown above and per attached site plan. This permit is granted upon express condition that the person to whom it is granted, and his agents, employees and workmen shall conform in all respects to ordinances of Washington County, Minnesota. This permit may be revoked at any time upon violation of any said ordinance, and permit shall be void if work is not commenced within six (6) months.
INSTALLER MUST HOLD CURRENT SEPTIC INSTALLER LICENSE WITH WASHINGTON COUNTY.

Approved: [Signature] Date 5/18/88
Zoning Administrator/Authorized Agent

Comments ROSS - 1250 TANK & LINES - 43, 55, 55, 50 w/ 10'-20'
rock.

Installation Approved [Signature] Date 5/18/88
Inspector

Quasar Ave. Sa

RECEIVED APR 23 1988

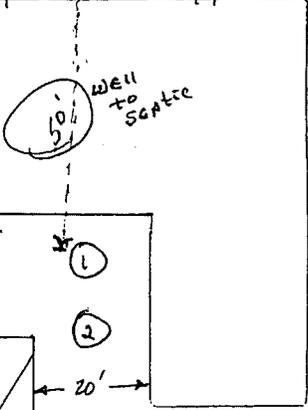
GARAGE

WELL IS 100' DEEP

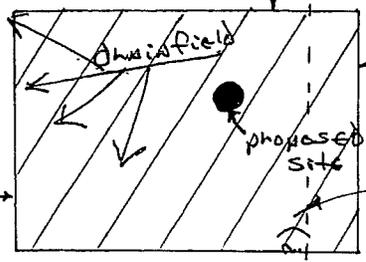
(50'?)

Storage

Storage



15 ft



Small Cabins

20'

20'

20'

(100'?)

Approved over [Signature]

Quartz St.



WASHINGTON COUNTY

PLANNING DEPARTMENT

GOVERNMENT CENTER
14900 61ST STREET NORTH, P.O. BOX 8 • STILLWATER, MINNESOTA 55082-0008
612/779-5443

Robert J. Lockyear
Planning Coordinator

Allan R. Goodman
Building Official

TO: Donald F. Harkus PROP. DES. Lots 357-369 and 300-390
1980 Jackson Avenue S. LSCBI, Section 11, T20N, R20W
Lakeland, MN 55043 COMMUNITY Lake St. Clair Beach

NOTE: Your sewage treatment system permit application cannot be processed until the following items are completed and/or submitted.

- Application for permit is not included with your submitted material. Please complete attached and return.
- The application/permit fee is not included with your application. The site cannot be reviewed/permit cannot be written until the \$75.00 fee is submitted.
- Legal description.
- Proper/~~final~~ site plan is not included with your application. The site cannot be reviewed/~~permit cannot be written~~ until a proper/~~final~~ site plan is submitted showing location of (tested area) in relation to proposed house and well locations, property boundaries, and other relevant physiographic features.
- The drainfield area is not staked. Please stake and notify this office for reinspection.
- Soil boring holes must be open for reiew. Please re-open holes and notify this office so a review can be completed.
- One copy of the final building plan must be submitted for review.
- Other _____

Proposed area for sewage treatment

BY *[Signature]* DATE 4/25/08
 Robert W. Whitemeyer
 Code Enforcement Officer

43 18" ROCK
55
55
50

FEE: \$ 75.00

WASHINGTON COUNTY, MINNESOTA

Sewage Treatment Permit No. 4453

Inspection of Installation Must Be Made By the Building Official Before Any Portion of System is Covered
Contact Planning Department, 779-5444, 24 Hour Notice Required

Owner DONALD F. HAWKES 44795-2840M
 Property Description Lots 357-369 & 300-390 Lake St Croix Beach I Sec 11 T18N D E20W
 Property Address 1450 Quasar Avenue S., Lakeland
 Use of Building: SINGLE FAMILY RES. Flow Rate: 4 BEDROOMS / 100 GAL. DISP. Percolation Rate: 6 mpi
 Septic Tank 1200 Gal. Liquid Capacity Lift Station (if needed) 1000 Gal.
 Type of System: SEPTIC TANK AND DRAINFIELD
 Absorption Trench — Square Feet 702 Lineal Feet 25A Width 3 FT
 Depth of Rock Below Lines 12 Inches, Above Lines 2 Inches
 Depth of Trench From Existing Grade — Minimum 36 Inches, Maximum 42 Inches
 Recommended Number of Lines 4 @ 64 FT (Note: Maximum Length of Individual Line is 100 Feet.)
 Minimum Spacing of Lines 7 1/2 Ft. Center to Center
 Special Conditions Install system in area reviewed and shown on site
Plan. Use of drop boxes and minimum number of 4 lines is
required.

PERMIT: Permission is hereby granted to the above named applicant to perform the work described in the application to the minimum specifications shown above and per attached site plan. This permit is granted upon express condition that the person to whom it is granted, and his agents, employees and workmen shall conform in all respects to ordinances of Washington County, Minnesota. This permit may be revoked at any time upon violation of any said ordinance, and permit shall be void if work is not commenced within six (6) months.

INSTALLER MUST HOLD CURRENT SEPTIC INSTALLER LICENSE WITH WASHINGTON COUNTY.

Approved: [Signature] Date 5/4/80
Planning Administrator/Authorized Agent

Comments _____

Installation Approved _____ Date _____
Inspector

Distribution: White—Applicant Canary—File Pink—Inspector Goldenrod—Municipality

Inspect Minnesota & Midwest Soil Testing

MPCA Licensed Advanced Designers, Inspectors, & Service Providers

July 6, 2016

Mr. Joe Bush
JP Bush Homes
1980 Quasar Ave S
Lakeland, MN 55043

Subject: Septic System at 1980 Quasar Ave S, Lake St Croix Beach

Dear Joe:

Please find the attached septic system compliance report and the proposed accessory building tank design for subject property.

Per our agreement, please find the attached invoice, which is due for payment upon receipt. If you are not in agreement with this method of payment, please advise me as to the proper procedure to receive payment.

Thank you very much for allowing me to do this work. Please contact me should you have any questions.

Sincerely,

Brian Humpal

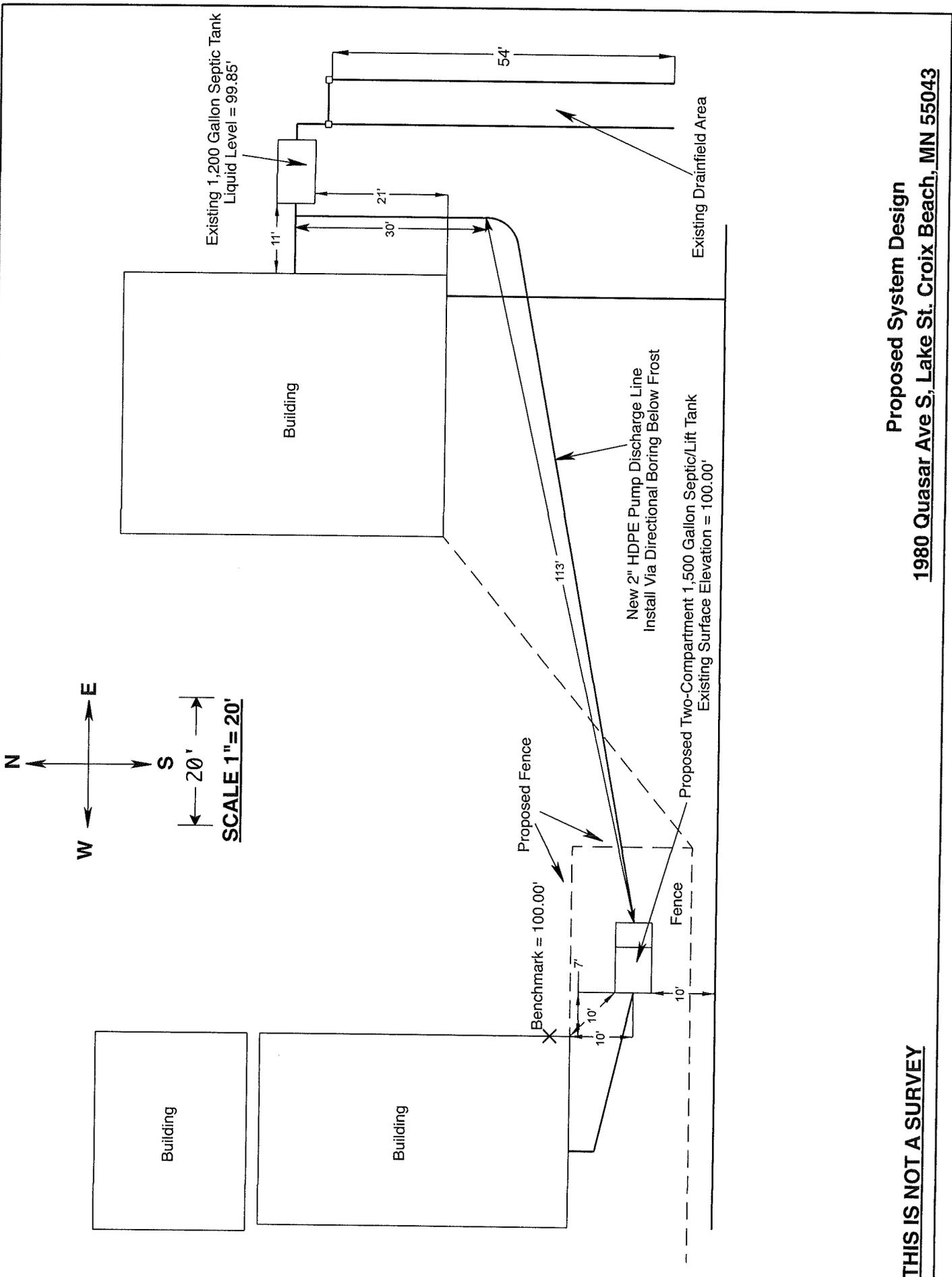
Brian Humpal

NOTES/CALCULATIONS
1980 Quasar Ave S, Lake St. Croix Beach
Accessory Building Bathroom Addition

- Verify all drawing dimensions, elevations, property lines, and setbacks to neighboring wells.
- This design is not a substitute for a licensed survey.
- This design is subject to approval by Washington County.
It is the intent of this design to connect a proposed bathroom in an accessory building into the existing system located on the east side of the property. The existing system has been found to be compliant and consists of a 1,200 gallon septic tank with approximately 325 square feet of drainfield.

Tanks/Pump

- Install one 1,500 gallon two compartment septic/lift tank in the location shown on the attached drawing.
- A fence will need to be installed around the tank to prevent vehicle access.
- I recommend installing the pump discharge line via directional boring to limit disruption to the site. This line must be installed approximately 7 feet deep or below the frost line to prevent freezing.
- The pump discharge line will need to be insulated at the new tank as well as the connection into the existing tank.
- The pump should be set to dose 50 gallons per pumping event.
- I recommend installing an effluent filter with an alarm on the outlet of the existing septic tank.
- The contractor shall coordinate the location and elevation of the proposed building sewer with the septic contractor.
- All tanks must be installed to provide a minimum of two feet of cover over the top of the tanks, but no more than four feet. If two feet of cover is not possible, the tops of the tanks must be insulated to an R-value of 10.
- Tank locations shown on drawing are approximate and can be field located to fit site: 10' set-back to property lines, 10' to buildings, and 50' from adjacent wells.



Proposed System Design
 1980 Quasar Ave S, Lake St. Croix Beach, MN 55043

THIS IS NOT A SURVEY



20TH ST S

11.028.20.34.0075

377

376

375

374

373

372

371

370

378

379

300

381

380

368

369

1100



OSTP Basic Pump Selection Design Worksheet



PUMP CAPACITY Project ID:

Pumping to Gravity or Pressure Distribution: Gravity Pressure **Selection required**

1. If pumping to gravity enter the gallon per minute of the pump: GPM (10 - 45 gpm)

2. If pumping to a pressurized distribution system: GPM

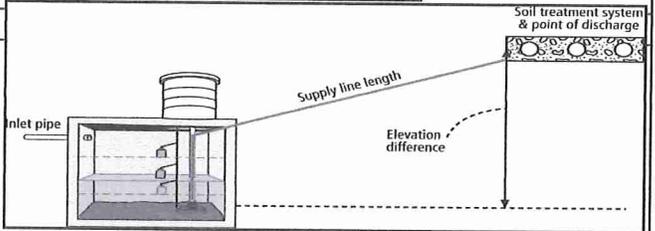
3. Enter pump description:

2. HEAD REQUIREMENTS

A. Elevation Difference ft
between pump and point of discharge:

B. Distribution Head Loss: ft

C. Additional Head Loss: ft (due to special equipment, etc.)



Distribution Head Loss	
Gravity Distribution = 0ft	
Pressure Distribution based on Minimum Average Head Value on Pressure Distribution Worksheet:	
Minimum Average Head	Distribution Head Loss
1ft	5ft
2ft	6ft
5ft	10ft

Flow Rate (GPM)	Pipe Diameter (inches)			
	1	1.25	1.5	2
10	9.1	3.1	1.3	0.3
12	12.8	4.3	1.8	0.4
14	17.0	5.7	2.4	0.6
16	21.8	7.3	3.0	0.7
18		9.1	3.8	0.9
20		11.1	4.6	1.1
25		16.8	6.9	1.7
30		23.5	9.7	2.4
35			12.9	3.2
40			16.5	4.1
45			20.5	5.0
50				6.1
55				7.3
60				8.6
65				10.0
70				11.4
75				13.0
85				16.4
95				20.1

D. 1. Supply Pipe Diameter: in

2. Supply Pipe Length: ft

E. Friction Loss in Plastic Pipe per 100ft from Table I:

Friction Loss = ft per 100ft of pipe

F. Determine *Equivalent Pipe Length* from pump discharge to soil dispersal area discharge point. Estimate by adding 25% to supply pipe length for fitting loss. *Supply Pipe Length (D.2) X 1.25 = Equivalent Pipe Length*

ft X 1.25 = ft

G. Calculate *Supply Friction Loss* by multiplying *Friction Loss Per 100ft* (Line E) by the *Equivalent Pipe Length* (Line F) and divide by 100.

Supply Friction Loss =

ft per 100ft X ft ÷ 100 = ft

H. *Total Head* requirement is the sum of the *Elevation Difference* (Line A), the *Distribution Head Loss* (Line B), *Additional Head Loss* (Line C), and the *Supply Friction Loss* (Line G)

ft + ft + ft + ft = ft

3. PUMP SELECTION

A pump must be selected to deliver at least **10.0** GPM (Line 1 or Line 2) with at least **7.6** feet of total head.

Comments:

I recommend setting the pump to dose 50 gallons per pumping event.

Subsurface Sewage Treatment Systems

Non-transferable

License

License # L2896

Date of Issuance: Oct 28, 2015

Maintainer License Expires: Dec 22, 2016

Installer License Expires: Dec 22, 2016

Adv Inspector License Expires: Dec 22, 2016

Adv Designer License Expires: Dec 22, 2016

Inspect Minnesota, Midwest Soil Testing

Designated Certified Individual (DCI)	Certification Type	Certification Expires
Brian L. Humpal	Maintainer (Certified)	10/15/2017
Brian L. Humpal	Advanced Designer (Certified)	10/15/2017
Brian L. Humpal	Advanced Inspector (Certified)	10/15/2017
Brian L. Humpal	Installer (Certified)	10/15/2017
Brian L. Humpal	Service Provider (Certified)	10/15/2017
Christopher R. Uebe	Designer (Certified)	03/04/2018
Christopher R. Uebe	Inspector (Certified)	03/04/2018



Minnesota Pollution Control Agency

520 Lafayette Road North
St. Paul, Minnesota 55155-4194

Steven Giddings
Steven Giddings, Manager

Environmental Business Assistance Section

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CONTOUR LEGEND

 2 FOOT INTERNAL CONTOUR
 10 FOOT INTERNAL CONTOUR

LEGEND

 DNR PROTECTED WATERS
 DNR PROTECTED WETLAND
 MUNICIPAL BOUNDARY
 PARK BOUNDARY

SCALE: 1 inch = 30 feet

 NORTH

SECTION-TOWNSHIP-RANGE INDEX

1502820	1402820	1302820
1002820	1102820	1202820
0302820	0202820	0102820



SECTION VICINITY MAP

22	21	12	11
NW	24	13	14
SW	31	42	41
33	34	43	44

PROPERTY IDENTIFICATION NUMBER FORMAT (GEODESIC)

SECTION NUMBER	TOWNSHIP RANGE	QUARTER	PARCEL
####	###	##	###
(0001) - LAST FOUR DIGITS OF PROPERTY IDENTIFICATION NUMBER			

THIS DRAWING IS THE RESULT OF A COMPILATION AND REPRODUCTION OF LAND RECORDS AS THEY APPEAR IN VARIOUS WASHINGTON COUNTY OFFICES. WASHINGTON COUNTY IS NOT RESPONSIBLE FOR ANY INACCURACIES.
 MAP LAST UPDATED: May 11, 2016
 NO ADDITIONAL CHANGES HAVE BEEN REPORTED TO DATE
 DATE OF CONTOURS: November, 2011 DATE OF PHOTOGRAPHY: May, 2013
 REPRESENT ACTUAL LOCATIONS.
 PROPERTY LINES AS SHOWN ARE FOR REFERENCE PURPOSES AND MAY NOT



LEGEND

- DNR PROTECTED WATERS
- DNR PROTECTED WETLAND
- MUNICIPAL BOUNDARY
- PARK BOUNDARY



SECTION-TOWNSHIP-RANGE INDEX

0202820	0202820	0102820
102820	1102820	1202820
1502820	1402820	1302820

SECTION VICINITY MAP

22	21	20	19	18
23	22	21	20	19
24	23	22	21	20
25	24	23	22	21
26	25	24	23	22

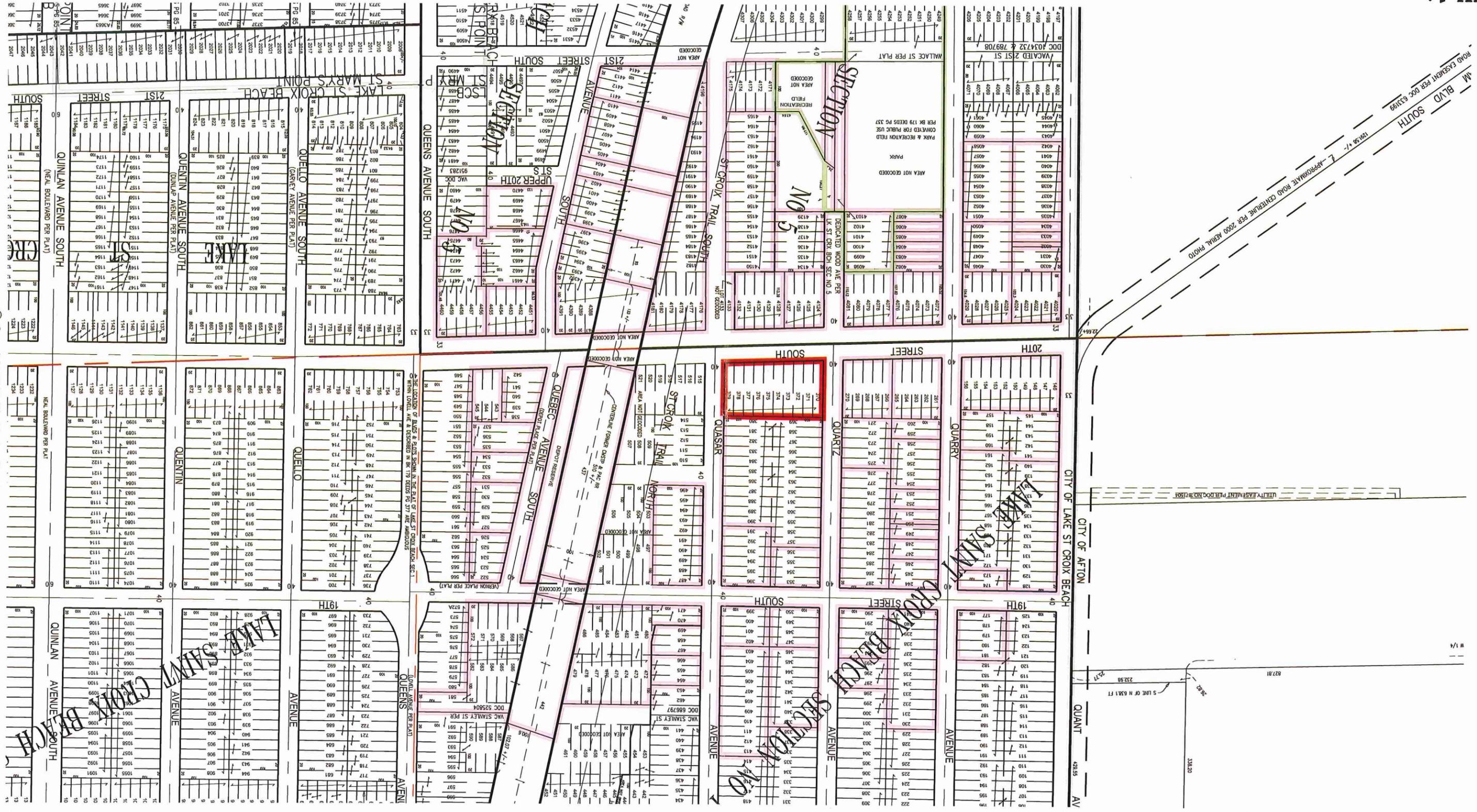
* - LOCATION OF THIS MAP

PROPERTY IDENTIFICATION NUMBER FORMAT (GEOCOORD)

SECTION NUMBER QUARTER NUMBER QUARTER NUMBER QUARTER NUMBER IDENTIFICATION NUMBER

(0001) - LAST FOUR DIGITS OF PROPERTY IDENTIFICATION NUMBER

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Washington County
 PUBLIC WORKS DEPARTMENT
 SURVEY AND LAND MANAGEMENT DIVISION
 14949 62nd Street North, P.O. Box 6
 Stillwater, Minnesota 55082-0006
 (651) 430-6875
 surveyor@co.washington.mn.us
 www.co.washington.mn.us/surveyor

CONTOUR LEGEND
 10 FOOT INTERVAL CONTOUR
 2 FOOT INTERVAL CONTOUR

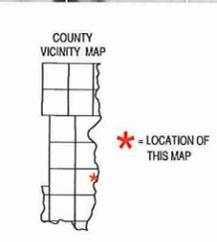
Contours are provided courtesy of the Minnesota Department of Natural Resources (DNR). The Minnesota DNR makes no representation or warranties, express or implied, with respect to the reuse of data provided herewith, regardless of its format or the means of transmission. There is no guarantee or representation to the user as to the accuracy, currency, suitability, or reliability of this data for any purpose. The user accepts the data 'as is', and assumes all risks associated with its use. The Minnesota DNR assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data.

LEGEND
 DNR PROTECTED WATERS
 DNR PROTECTED WETLAND
 DNR PROTECTED WATERCOURSE
 MUNICIPAL BOUNDARY
 PARK BOUNDARY

NORTH
 SCALE: 1 inch = 30 feet

SECTION-TOWNSHIP-RANGE INDEX

0302820	0202820	0102820
1002820	1102820	1202820
1502820	1402820	1302820



SECTION VICINITY MAP

22	21	12	11
NW	+	NE	
23	24	13	14
32	31	42	41
SW	+	SE	
33	34	43	44

PROPERTY IDENTIFICATION NUMBER FORMAT (GEOCODE)

SECTION NUMBER	TOWNSHIP NUMBER	RANGE NUMBER	QUARTER	SPECIFIC PARCEL
##	###	##	##	####

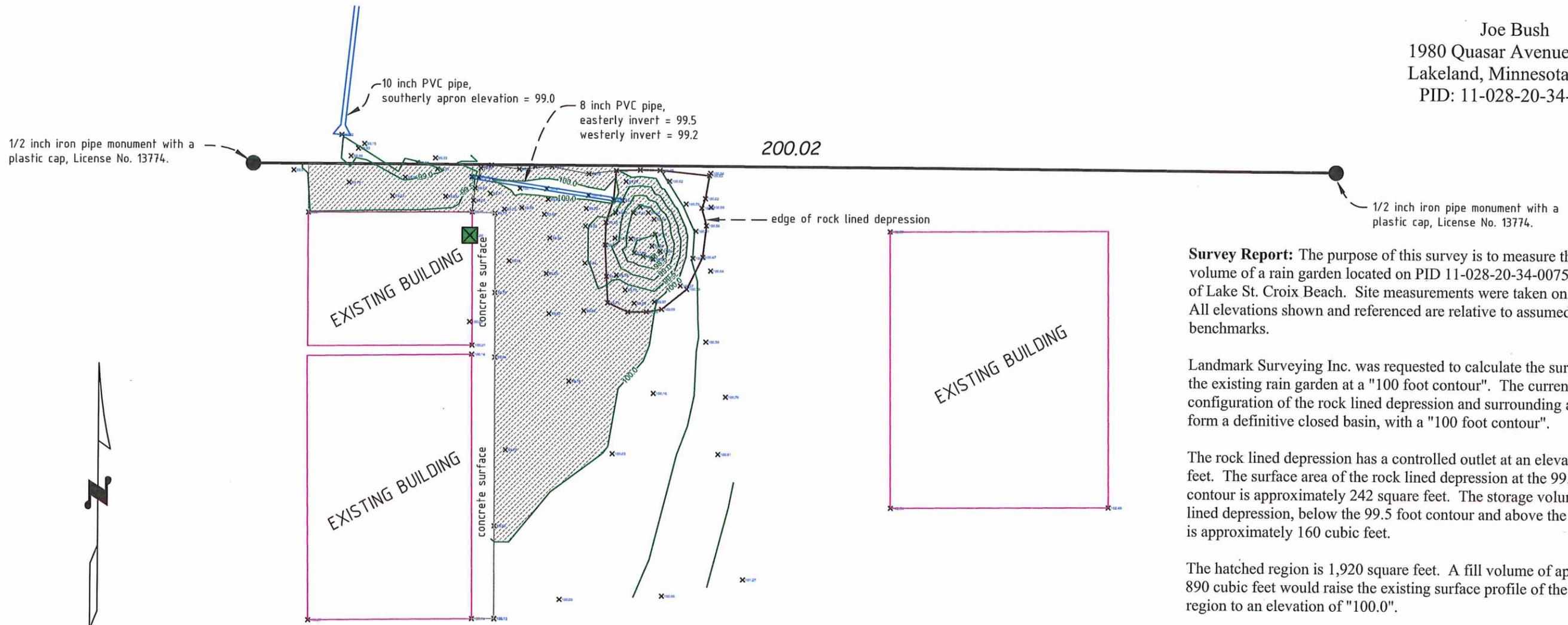
(0001) = LAST FOUR DIGITS OF PROPERTY IDENTIFICATION NUMBER

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 PROPERTY LINES AS SHOWN ARE FOR REFERENCE PURPOSES AND MAY NOT REPRESENT ACTUAL LOCATIONS.
 MAP LAST UPDATED: May 11, 2016
 NO ADDITIONAL CHANGES HAVE BEEN REPORTED TO DATE
 DATE OF CONTOURS: November, 2011 DATE OF PHOTOGRAPHY: May, 2013

CERTIFICATE OF SURVEY

Site Location Survey
Prepared for:

Joe Bush
1980 Quasar Avenue South
Lakeland, Minnesota 55043
PID: 11-028-20-34-0075



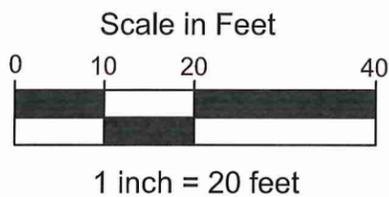
Survey Report: The purpose of this survey is to measure the storage volume of a rain garden located on PID 11-028-20-34-0075, in the City of Lake St. Croix Beach. Site measurements were taken on July 26, 2016. All elevations shown and referenced are relative to assumed vertical site benchmarks.

Landmark Surveying Inc. was requested to calculate the surface area of the existing rain garden at a "100 foot contour". The current grading configuration of the rock lined depression and surrounding area does not form a definitive closed basin, with a "100 foot contour".

The rock lined depression has a controlled outlet at an elevation of 99.5 feet. The surface area of the rock lined depression at the 99.5 foot contour is approximately 242 square feet. The storage volume of the rock lined depression, below the 99.5 foot contour and above the rock surface is approximately 160 cubic feet.

The hatched region is 1,920 square feet. A fill volume of approximately 890 cubic feet would raise the existing surface profile of the hatched region to an elevation of "100.0".

Found hydrant, top nut elevation = 104.55 feet.



Legend	
	Denotes found site benchmark, concrete slab elevation at north end of garage door, assumed elevation = 100.00 feet.
X ^{99.67}	Denotes spot elevation, measured by Landmark Surveying Inc. on July 26, 2016.
	Denotes existing contour.



Landmark Surveying, Inc.

21090 Olinda Trail North, Suite B Office number: 651-433-3421
P.O. Box 65 Cell number: 651-755-5760
Scandia, Minnesota 55073 E-mail: inthefield@frontiernet.net

REVISED AUGUST 09, 2016: Added hatched region, revised survey report.
REVISED AUGUST 10, 2016: Added SHEET 2 of 3 and SHEET 3 of 3.

OFFICIAL COPIES OF THIS MAP ARE CRIMP SEALED

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

Landmark Surveying, Inc.

Milo B Horak

July 28, 2016

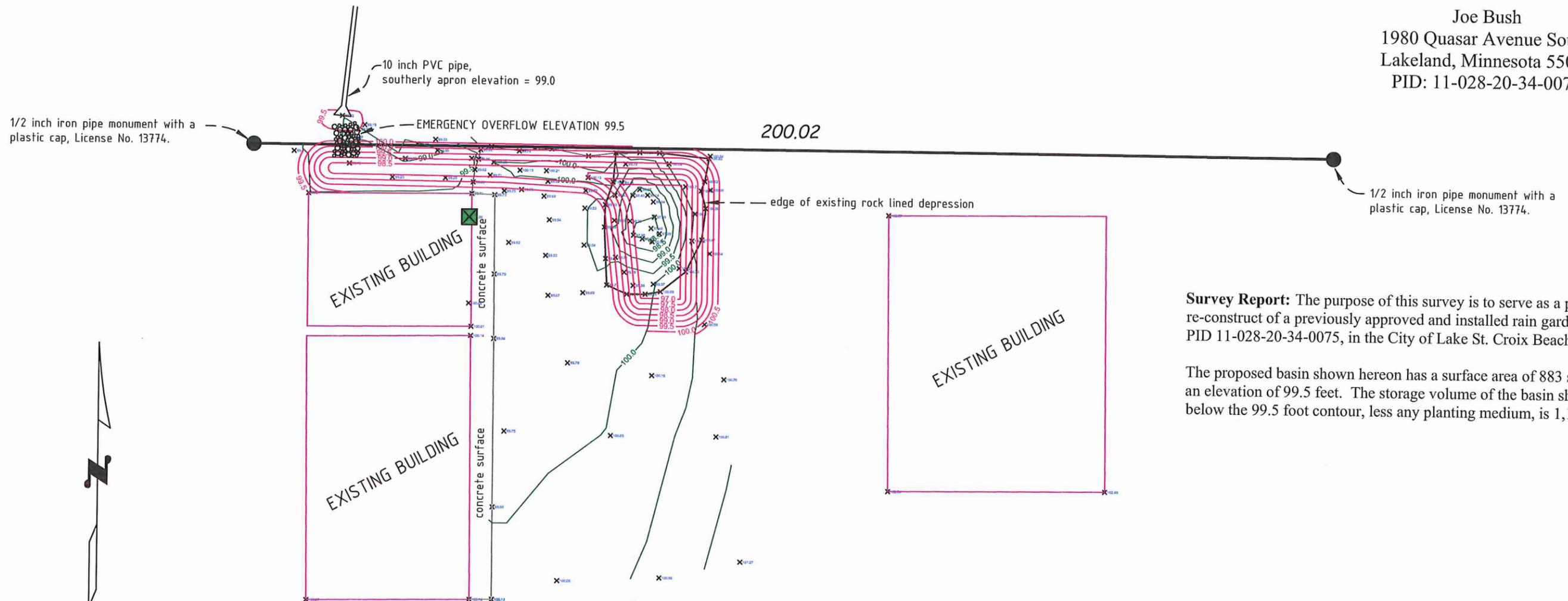
Milo B Horak Minnesota License No. 52577

Date

CERTIFICATE OF SURVEY

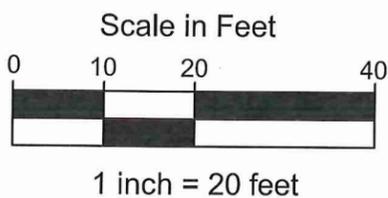
Site Location Survey - Proposed Conditions
Prepared for:

Joe Bush
1980 Quasar Avenue South
Lakeland, Minnesota 55043
PID: 11-028-20-34-0075



Survey Report: The purpose of this survey is to serve as a plan for a re-construct of a previously approved and installed rain garden located on PID 11-028-20-34-0075, in the City of Lake St. Croix Beach.

The proposed basin shown hereon has a surface area of 883 square feet at an elevation of 99.5 feet. The storage volume of the basin shown hereon below the 99.5 foot contour, less any planting medium, is 1,130 cubic feet.



Legend

- Denotes found site benchmark, concrete slab elevation at north end of garage door, assumed elevation = 100.00 feet.
- $\times_{99.67}$ Denotes spot elevation, measured by Landmark Surveying Inc. on July 26, 2016
- Denotes existing contour.
- Denotes proposed contour.

Found hydrant, top nut elevation = 104.55 feet.

OFFICIAL COPIES OF THIS MAP ARE CRIMP SEALED

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

Landmark Surveying, Inc.

Milo B Horak

August 10, 2016

Milo B Horak Minnesota License No. 52577

Date

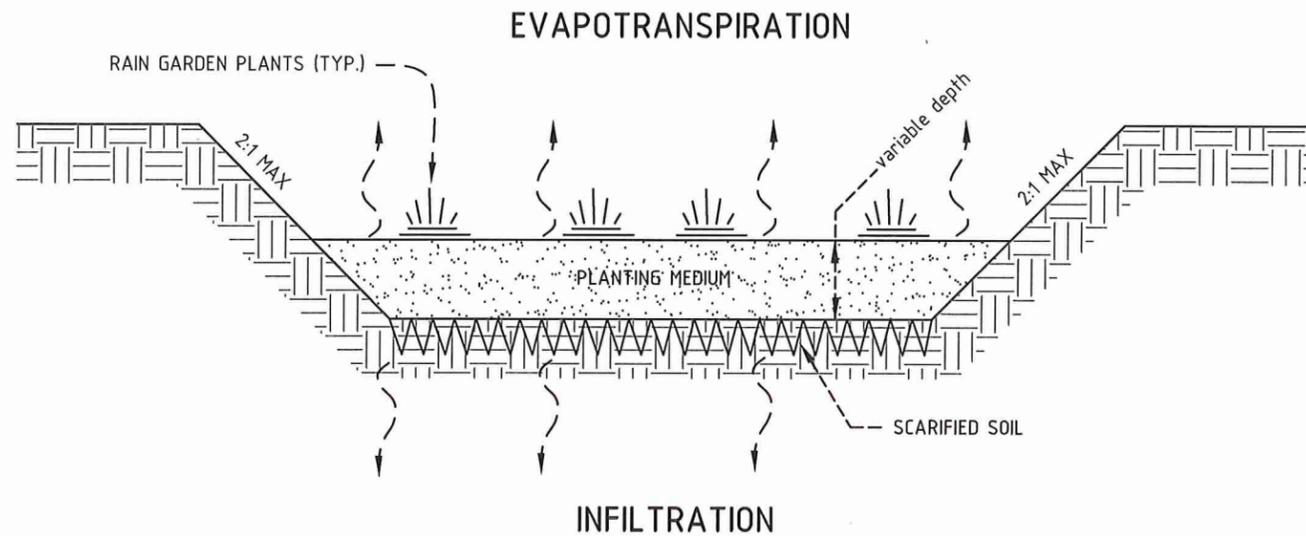


Landmark Surveying, Inc.

21090 Olinda Trail North, Suite B Office number: 651-433-3421
P.O. Box 65 Cell number: 651-755-5760
Scandia, Minnesota 55073 E-mail: inthefield@frontiernet.net

CONSTRUCTION DETAILS

Bioinfiltration Detail (site specific)



Procedures and standards listed below provided by:
Middle St. Croix Watershed Management Organization

Erosion Prevention:

- i. All exposed soil areas (including stockpiles) will be stabilized with temporary erosion control (seed and mulch) within 7 days after construction activities or before the next rain event.

Infiltration Basin Construction Standards:

- i. Infiltration basin installation must occur in dry soil conditions. Excavation, soil placement and rapid stabilization of perimeter slopes must be accomplished prior to the next precipitation event.
- ii. Excavation shall be performed by an excavator with a toothed bucket. Use excavator bucket to place materials. Construction equipment shall not be allowed into the basin.
- iii. Top soil must not be placed in the bottom of the basin.



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OFFICIAL COPIES OF THIS MAP ARE CRIMP SEALED

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

Landmark Surveying, Inc.

Milo B Horak

August 10, 2016

Milo B Horak Minnesota License No. 52577

Date

\$75 app fee
+ \$425 Escrow fee

City of Lake St. Croix Beach

IUP (interim use permit) Permit Application

\$500

Applicant Information

Name	Fat Tire Trike, LLC
Street Address	1980 QUASAR AVE S
City ST ZIP Code	Lake land, MN 55043
Home Phone	
Work Phone	651 775 4222
E-Mail Address	joe@fattiretrike.com

Property Location

(Legal Description)

lots 370 thru 379 Lake St Croix Beach SEC No. 1
lot 370

Description and/or reason for request

Summarize the current use of the property (attach additional pages if needed)

See Attached EXHIBIT B
7-14-16

EXHIBIT B

Conditions of the IUP for 1980 Quasar ave South Lakeland Mn

The operators of business located at 1980 Quasar Ave South are allowed to use the 30x 50 rear second story building for residence.

The building must meet code for residential use.

If the commercial use ceases, then the interim use of the single-family detached dwelling for residential use shall also cease

The single-family dwelling cannot be rented or sold separately from the commercial use or doing so shall invalidate the single-family detached dwelling's interim use status.

The property owners shall notify the city of any changes in ownership or tenants of the business use or residential use.

If the commercial use is rented the person or persons, who appears on the leases of the commercial use shall also appear on the rental agreement of the single-family detached dwelling

If not the residential use is subject to revocation.

This residence shall be attached as an amendment to the CUP for 1980 Quasar Avenue So

This residence shall be subject to an annual or periodic review.

This residence shall also be subject to an annual fire inspection

Sue Schuler

From: Joe Bush <joe@joebushmn.com>
Sent: Wednesday, August 10, 2016 8:45 AM
To: 'Sue Schuler'; jparotti@jehinc.com
Subject: FW: 1980 Quasar Ave S



CUSTOM HOMES BY
J. P. Bush
BUILDER • DESIGNER
CUSTOM HOMES • RENOVATIONS
BUILDERS LICENSE # BC742623

JOE BUSH – REAL ESTATE PROFESSIONAL

Edina Realty®

a Berkshire Hathaway affiliate

Joe Bush
Contact 651.775.4222
Email: joe@joebushmn.com
www.joebushmn.com

From: Chris LeClair [<mailto:Chris.LeClair@co.washington.mn.us>]
Sent: Tuesday, August 09, 2016 1:35 PM
To: sschulerlscb@comcast.net
Cc: 'joe@joebushmn.com'; Alex Pepin; Girard Goder
Subject: 1980 Quasar Ave S

Sue:

Regarding the addition of two bedrooms to the accessory structure on the west side of the property at 1980 Quasar AVE S:

1. On July 14, 2016, the County has received a Compliance Inspection showing that the existing system at 1980 Quasar AVE S currently meets minimum compliance inspection requirements set forth by Washington County Development Code, Chapter Four, Subsurface Sewage Treatment System Regulations (Washington County Ordinance #196) and MN Rules, Chapter 7080.
2. As to whether the current system can accommodate the addition of 2 bedrooms in the accessory structure, we first need to determine how many gallons per day the current system was designed for. As of right now, I have found that the County issued a permit for this system in 1998. However, the permit is not currently in our possession. We are making attempts to track the permit down and view the permit record to determine the size of the current system.
 - a. Brian's report shows a tank and two trenches. Since sizing is not a criteria for a compliance inspection, Brian did not note the size of the tank and/or drainfield. In 1998, the County had a two tank requirement, so it very well could be that the tank is a single tank with two compartments, a 1000 gallon compartment, followed by a 500 gallon compartment. This would lead me to assume that the system may have been sized for 300 gallons per day, which is the minimum flow that must be used to design a system. A 1500-two compartment tank would be consistent with a design flow of 300 gallons per day.

- b. The building that the current building serves currently has 2.5 full time employees. Using a flow estimate of 18 gallons per day per full time employee, the current system is probably generating approximately 45 gallons per day.
- c. 2 additional bedrooms would require the system to be sized for an additional 300 gallons per day, for a total of 345 gallons per day.

So the question we must answer is how many gallons per day was the existing system designed for in 1998. Once we get the permit in the next day or two, we should be able to answer that question. If we cannot locate the permit, I think a safe assumption would be that the system was sized for 300 gallons per day. At a minimum, if the system were designed for 300 gallons per day, the County would require the addition of an extra septic tank to accommodate the extra flow generated by the bedroom additions. If the trenches would need to be replaced and/or added to, that is not a difficult task, given the nature of the soils in the area.

Please contact me with any further questions.

Thank you

Christopher W. LeClair, R.E.H.S.

Sr. Environmental Specialist
Washington County Department of
Public Health & Environment
651-430-4052
Chris.LeClair@co.washington.mn.us

– Request for Variance
Steven and Ann Jacobs
Proposed Address of 1555 Quinlan Ave. South
Lots 2468 through 2473
R-3 Residential
We request Planning Commission approval

1. **Variance to Lot Size:** Our R-3 lot is approximately 12,000 sq. ft. Minimum lot size to be considered “buildable” is minimum 10,000 sq. ft. (5 lots) R-3 Zoning is for 16,000 sq. ft. per Model Zoning Ordinance dated 2/28/80.

The Jacobs have purchased an empty lot here in Lake St Croix Beach and are proposing to build a small single family home with a tuck under garage and are asking for a Variance due to the Lot size Ordinance 602.01 minimum lot size 16,000 feet. It is not uncommon for variances like these to be sought within our city. The size of the Jacobs lot is 12,000 square feet and they have been able to design and propose to build an efficient small single family home in the area purchased. This was an empty lot located on South Quinlan Avenue and did not even have an address. The Jacobs have worked with Washington County on designing a compliable septic system, and have been able to meet all minimum setbacks, they have stayed under then 20% impervious surface requirements, at 15.8%, they have stayed within the minimum levels of grading and fill to prevent triggering the WMO and also created an erosion and sediment control plan. They are able to identify the natural vegetation on their property and are able to build without disturbing. We are proposing an address of 1555 Quinlan Ave. South. The Jacobs have done everything necessary to apply for the variance and have worked diligently to meet all said requirements. It is my recommendation to the planning commission to approve the Jacobs a variance due to lot size. Some other reasons for the request are as follows:

1. City Water does not run to the lot for residential water service.
 2. Special Assessment for water service must be paid by property owner.
 3. This is not a newly created parcel and should not be treated as one, as it is pre-existing.
 4. Property owner has submitted plans that meet all set-backs and building sq. footage requirements. Improved design options & septic systems make it possible to place a house with garage.
 5. There are 36 existing homes on lots such as this in the city.
- No reasonable use for this parcel exists, except that it was once residential prior to the City Ordinance requiring a minimum of 16,000 sq. ft. lot. This ordinance causes an undue hardship on the home owner, as no adjacent land exists for purchase.

The homeowner believes that the carefully considered, proposed plan, which will fit on the parcel without interference to other required setbacks and to the impervious surface requirement that is 20% of lot (as planned it will be 15.8%) will provide an attractive alternative to a vacant lot and is in keeping with the character and preservation of the Community, as well as, contribute to the City's tax base.

Some conditions that the planning commission might place on the variance are as follows:

1. The variance will ensure the maintenance of safe and healthful conditions
2. The variance will ensure the prevention and control of water pollution, including sedimentation, with appropriate erosion control during construction
3. Any and all driveways shall comply with applicable city ordinances
4. City Water does not run to the lot for residential water service.
5. Special Assessment for water service must be paid by property owner.
6. The owner will file a ROW permit with the city and will abide by all conditions set forth by the city engineer in regards to hooking up the city's water main and any necessary repairs to the street

Thank you for your time

Susan Schuler
Zoning Administrator
City of Lake St Croix Beach

City of Lake St. Croix Beach
Washington County, Minnesota

APPLICATION FORM

_____ Comprehensive Plan Amendment

_____ Conditional Use Permit

_____ Zoning District Amendment

_____ Special Use Permit

_____ Text Amendment

_____ Subdivision

X Variance

_____ Planned Unit Development

_____ Certificate of Compliance

_____ Vacation of Street

_____ Other

_____ Preliminary/Final Plat

Applicant: Steve Jacobs
(Name)

612-296-5876
(Phone)

135 St. Croix Tract N. Lakeview, MN
(Address)

Fee Owner of Affected Property Steve + Ann Jacobs
(Name)

PID # 11.028.20.42.0151 Lake St. Croix Beach 2468-2473
(Address)

Property Location: (Legal Description)

See Attached:

Description and/or Reason for Request:

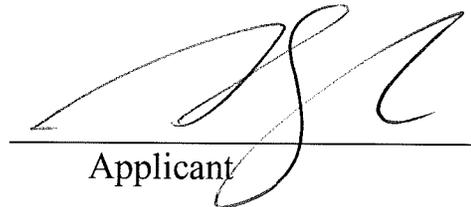
Lot size is smaller than required.
proposing address (1555 Overland Ave S.)

In signing this application, I hereby acknowledge that I have read and fully understand the applicable provisions of the Ordinances of the City of Lake St. Croix Beach. I understand that this application shall not be received or accepted by the City until all data and information required by Resolution of the City Council or Ordinance has been provided to the City.

I understand that I am responsible for and hereby agree to pay all statements received from the City of Lake St. Croix Beach pertaining to administrative or processing expenses with regard to this application. Further, I agree to pay to the City Clerk at the time of filing this application, a deposit to be specified by the City Clerk for the purpose of paying all administrative expenses incurred by the City in this matter.

I understand that upon completion of the City action on this request, the City Clerk shall forward a statement of fees incurred remitting any excess from the deposit held by the City or billing for additional fees incurred over and above the deposit.

Dated this 15 day of June, 20 16


Applicant

I hereby certify that all data required under the Ordinances of the City of Lake St. Croix Beach pertaining to this application has been provided by the applicant and that the above application is hereby received and accepted by the City of Lake St. Croix Beach, this 9th day of August, 20 16.


City Clerk

City of Lake St. Croix Beach

Variance Application All Other Zones

Applicant Information

Name	Steve & Ann Jacobs
Street Address	135 St. Croix Trail N.
City ST ZIP Code	Lakeland, MN 55043
Home Phone	651-436-2320
Work Phone	612-296-5876
E-Mail Address	stillwaterballoons@comcast.net

Property Location

(Legal Description)

Lake St. Croix Beach
Lots 2468-2473

Description and/or reason for request

Summarize the current use of the property (attach additional pages if needed)

I purchased a vacant lot that is comparable to lot sizes in the area, but does not meet city requirements. We would like to build a small house that fit into neighborhood on lot - Single Family home.

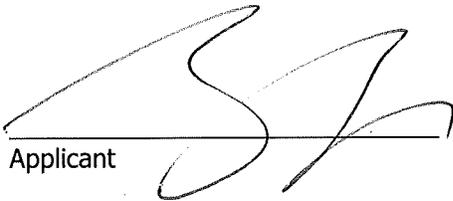
Check 2218-825.00 8-9-16

Please include the following items with this signed application:

- ✓ • Proof of ownership of the property (either abstract of title or registered property certificate. Property certificates must be certified by a licensed abstractor, together with any unrecorded documents that show legal or equitable ownership).
- ✓ • Accurate list showing names and mailing addresses of record owners of all properties within a minimum of 500 feet of your property. Preferably submitted to zoning administrator in electronic format.
- ✓ • Certificate of survey showing the property location, boundaries, dimensions, elevations, utility and road corridors,
- ✓ • Recent aerial photo of property with property lines drawn in
- ✓ • Detailed site plan drawn to scale showing location of existing and proposed structures including height and setback dimensions and total square footage of all existing and proposed structures
- ✓ • Impervious surface calculation for property
- Location of existing and proposed alterations of vegetation and topography
- ?? ✓ • Septic System Map – Type, size, and location of the system shall be indicated in addition to setbacks from property lines and all structures
- ✓ • Water supply system map

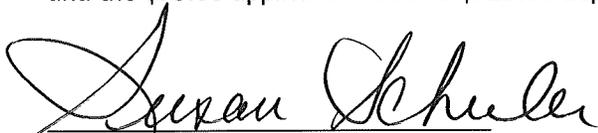
Agreement and Signature

By signing and submitting this application, I hereby acknowledge that I have read and understand the applicable provisions of the ordinances of the City of Lake St. Croix Beach. In addition to submitting this application form, I understand that I must pay a \$150.00 application fee and an \$850.00 deposit when submitting this form to the city. I understand that I am responsible for paying all statements received from the city pertaining to expenses incurred during this project review even if total costs are over and above my deposit amount. Upon completion of the city action on this request, the City shall forward a statement of fees incurred and remit any excess from the deposit held if any excess amount exists.


Applicant

6-15-16
Date

The application form and required documents submitted are sufficient in order to begin an official review, and the \$75.00 application fee and \$525.00 deposit have been paid.


City Administrator/Clerk

8-9-16
Date



Legal Description

Hosted by Vanguard Appraisals, Inc

Parcel Number: 11.028.20.42.0151
Property Address: LAKE ST CROIX BEACH, [MAPS](#)
Class: RESIDENTIAL



Legal Description:

LOTS 2468, 2469, 2470, 2471, 2472, 2473 LAKE SAINT CROIX BEACH, SECTION NO. 2, WASHINGTON COUNTY, MINNESOTA. LOT 2468 SUBDIVISIONCD 44798 SUBDIVISIONNAME LAKE ST CROIX BEACH SEC NO.2 2101-2852 LOT 2469 SUBDIVISIONCD 44798 SUBDIVISIONNAME LAKE ST CROIX BEACH SEC NO.2 2101-2852 LOT 2470 SUBDIVISIONCD 44798 SUBDIVISIONNAME LAKE ST CROIX BEACH SEC NO.2 2101-2852 LOT 2471 SUBDIVISIONCD 44798 SUBDIVISIONNAME LAKE ST CROIX BEACH SEC NO.2 2101-2852 LOT 2472 SUBDIVISIONCD 44798 SUBDIVISIONNAME LAKE ST CROIX BEACH SEC NO.2 2101-2852 LOT 2473 SUBDIVISIONCD 44798 SUBDIVISIONNAME LAKE ST CROIX BEACH SEC NO.2 2101-2852

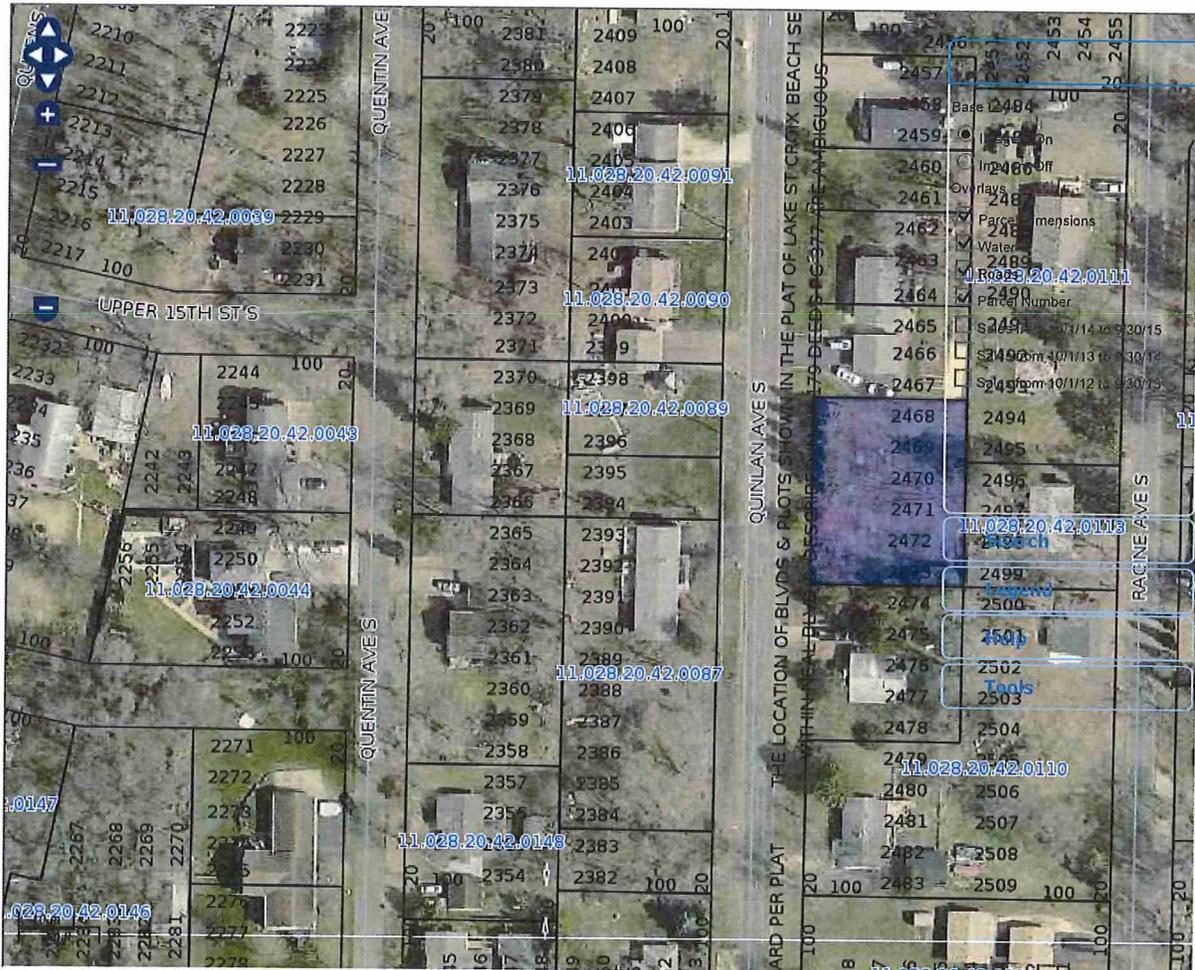
Prior Year Value Information

Year	Land Value	Dwelling Value	Improvement Value	Total Value
2016	\$49,500	\$0	\$0	\$49,500
2015	\$1,800	\$0	\$0	\$1,800
2014	\$1,800	\$0	\$0	\$1,800

Land Information

Lot Type	Square Feet	Acres
Lump Sum	12,023	0.276

GIS Map Information





Property Records and
Taxpayer Services
Department

Jennifer Wagenius
Director

Delinquent Tax Certification

Re: PID #: 11.028.20.42.0151

Property Address: Lake St Croix Beach Lots 2468-2473

We have checked the delinquent tax records in this office and certify that there are no delinquent taxes due on this property through 2016.

Washington County Auditor-Treasurer

By Amy Eccles
Deputy

Date: 10/15/14

Steve Jacobs

(Top 3 inches reserved for recording data)

**CONTRACT FOR DEED
by Individual(s)**

**Minnesota Uniform Conveyancing Blanks
Form 30.1.1 (2011)**

DATE: May 1, 2016
(month/day/year)

THIS CONTRACT FOR DEED (the "Contract") is made on the above date by William J. Hannigan and
(insert name and marital status of each Seller)
Sonja A. Hannigan - married ("Seller"),
and Steven L. Jacobs + Ann J Jacobs - married.
(insert name of each Purchaser)
("Purchaser"). (Check box if joint tenancy.)

Seller and Purchaser agree to the following terms:

1. Property Description. Seller hereby sells and Purchaser hereby buys real property in Washington
County, Minnesota, described as follows:

See attached.

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto (the "Property"). Unless otherwise specified, Seller hereby delivers possession of the Property to Purchaser on the date hereof.

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____.)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

N/A
N/A

2. Title. Seller warrants that title to the Property is, on the date of this Contract, subject only to the following exceptions:
- (a) Covenants, conditions, restrictions (without effective forfeiture provisions) and declarations of record, if any;
 - (b) Reservation of minerals or mineral rights by the State of Minnesota, if any;
 - (c) Utility and drainage easements which do not interfere with present improvements;
 - (d) Applicable laws, ordinances, and regulations;
 - (e) The lien of real estate taxes and installments of special assessments which are payable by Purchaser pursuant to paragraph 6 of this Contract; and
 - (f) The following liens or encumbrances:

No Known Liens or encumbrances.

3. Delivery of Deed and Evidence of Title. Upon Purchaser's full performance of this Contract, Seller shall:

- (a) Execute, acknowledge, and deliver to Purchaser a _____ Deed, in recordable form, conveying marketable title to the Property to Purchaser, subject only to the following exceptions:
 - (i) Those exceptions referred to in paragraph 2(a), (b), (c), (d), and (e) of this Contract;
 - (ii) Liens, encumbrances, adverse claims or other matters which Purchaser has created, suffered or permitted to accrue after the date of this Contract; and
 - (iii) The following liens or encumbrances:

None

(b) Deliver to Purchaser the abstract of title to the Property, without further extension, to the extent required by the purchase agreement (if any) between Seller and Purchaser.

4. Purchase Price. Purchaser shall pay to Seller at _____

Seller's home.

the sum of _____

Thirty-five Thousand and 00/100

Dollars (\$ *35,000*)

), as and for the purchase price (the "Purchase Price") for the Property, payable as follows:

\$500 down Payment due when contract is signed.

Balance due of \$34,500.00

<i>1st Payment</i>	<i>4/30/17</i>	<i>— \$9,070.00</i>	<i>Balance = 27,500</i>
<i>2nd Payment</i>	<i>4/30/18</i>	<i>— \$8,650.00</i>	<i>Balance = 20,500</i>
<i>3rd Payment</i>	<i>4/30/19</i>	<i>— \$8,230.00</i>	<i>Balance = 13,500</i>
<i>4th Payment</i>	<i>4/30/20</i>	<i>— \$7,810.00</i>	<i>Balance = \$6,500</i>
<i>5th Payment</i>	<i>4/30/21</i>	<i>— \$6,880.00</i>	<i>Balance = 0</i>

Balance due in full upon sale or Refinance.

5. Prepayment. Unless otherwise provided in this Contract, Purchaser shall have the right to fully or partially prepay this Contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this Contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments.

pp
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6. Real Estate Taxes and Assessments. Real estate taxes and installments of special assessments which are due and payable in the year in which this Contract is dated shall be paid as follows:

Purchaser shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in all subsequent years. Seller warrants that the real estate taxes and installments of special assessments which were due and payable in the years preceding the year in which this Contract is dated are paid in full. If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, Purchaser shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents.

7. Property Insurance.

(a) Insured Risks and Amounts. Purchaser shall keep all buildings, improvements, and fixtures now or later located on or a part of the Property insured against loss by fire, lightning and such other perils as are included in a standard "all-risk" endorsement, and against loss or damage by all other risks and hazards covered by a standard extended coverage insurance policy, including, without limitation, vandalism, malicious mischief, burglary, theft and, if applicable, steam boiler explosion. Such insurance shall be in an amount no less than the full replacement cost of the buildings, improvements, and fixtures, without deduction for physical depreciation. If any of the buildings, improvements, or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Purchaser shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller.

(b) Other Terms. The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchaser or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.

(c) Notice of Damage. In the event of damage to the Property by fire or other casualty, Purchaser shall promptly give notice of such damage to Seller and the insurance company.

8. Damage to the Property.

(a) Application of Insurance Proceeds. If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchaser under this Contract, even if such amounts are not then due to be paid, unless Purchaser makes a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this Contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchaser.

(b) Purchaser's Election to Rebuild. If Purchaser is not in default under this Contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchaser may elect to have that portion of such insurance proceeds necessary to repair, replace, or restore the damaged Property (the "Repairs") deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchaser. The election may only be made by written notice to Seller within sixty (60) days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the Repairs are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchaser, Seller and Purchaser shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the Repairs, Purchaser shall, before the commencement of the Repairs, deposit into such escrow sufficient additional money to insure the full payment for the Repairs. Even if the insurance proceeds are unavailable or are insufficient to pay the cost of the Repairs, Purchaser shall at all times be responsible to pay the full cost of the Repairs. All escrowed funds shall be disbursed by the

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3 of 6

escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchaser into such escrow before the commencement of the Repairs. Purchaser shall complete the Repairs as soon as reasonably possible and in a good and workmanlike manner, and in any event the Repairs shall be completed by Purchaser within one (1) year after the damage occurs. If, following the completion of and payment for the Repairs, there remains any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchaser under this Contract in accordance with paragraph 8(a) above.

(c) Owners' Association. If the Property is subject to a recorded declaration, so long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amount as are required by this Contract, then: (i) Purchaser's obligation in the Contract to maintain hazard insurance coverage on the Property is satisfied; (ii) the provisions of paragraph 8(a) of this Contract regarding application of insurance proceeds shall be superseded by the provisions of the declaration or other related documents; and (iii) in the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchaser are hereby assigned and shall be paid to Seller for application to the sum secured by this Contract, with the excess, if any, paid to Purchaser.

9. Injury or Damage Occurring on the Property.

(a) Liability. Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this Contract to any person or persons or property while on or about the Property. Purchaser shall defend and indemnify Seller from all liability, loss, cost, and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchaser shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.

(b) Liability Insurance. Purchaser shall, at Purchaser's own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.

10. Insurance Generally. The insurance which Purchaser is required to procure and maintain pursuant to paragraphs 7 and 9 of this Contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Seller. The insurance shall be maintained by Purchaser at all times while any amount remains unpaid under this Contract. The insurance policies shall provide for not less than ten (10) days written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchaser shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.

11. Condemnation. If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchaser under this Contract, even if such amounts are not then due to be paid. Such amounts shall be applied in the same manner as a prepayment as provided in paragraph 5 of this Contract. Such payments shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments. The balance, if any, shall be the property of Purchaser.

12. Waste, Repair, and Liens. Purchaser shall not remove or demolish any buildings, improvements, or fixtures now or later located on or a part of the Property, nor shall Purchaser commit or allow waste of the Property. Purchaser shall maintain the Property in good condition and repair. Purchaser shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchaser shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.

13. Compliance with Laws. Except for matters which Seller has created, suffered, or permitted to exist prior to the date of this Contract, Purchaser shall comply or cause compliance with all laws and regulations of any governmental authority which affect the Property or the manner of using or operating the same, and with all restrictive covenants, if any, affecting title to the Property or the use thereof.

CD
4 of 6

14. Recording of Contract; Deed Tax. Purchaser shall, at Purchaser's expense, record this Contract in the Office of the County Recorder or Registrar of Titles in the county in which the Property is located within four (4) months after the date hereof. Purchaser shall pay any penalty imposed under Minn. Stat. 507.235 for failure to timely record the Contract. Seller shall, upon Purchaser's full performance of this Contract, pay the deed tax due upon the recording of the deed to be delivered by Seller.

15. Notice of Assignment. If either Seller or Purchaser assigns its interest in the Property, the assigning party shall promptly furnish a copy of such assignment to the non-assigning party.

16. Protection of Interests. If Purchaser fails to pay any sum of money required under the terms of this Contract or fails to perform any of the Purchaser's obligations as set forth in this Contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this Contract, as an additional amount due Seller under this Contract. If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchaser, and provided Purchaser is not in default under this Contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts or take any actions reasonably necessary to cure defaults thereunder and deduct the amounts so paid together with interest at the rate provided in this Contract from the payments next coming due under this Contract.

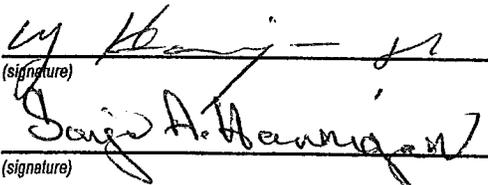
17. Defaults and Remedies. The time of performance by Purchaser of the terms of this Contract is an essential part of this Contract. If Purchaser fails to timely perform any term of this Contract, Seller may, at Seller's option, elect to declare this Contract cancelled and terminated by notice to Purchaser in accordance with applicable law or elect any other remedy available at law or in equity. If Seller elects to terminate this Contract, all right, title, and interest acquired under this Contract by Purchaser shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchaser pursuant to this Contract (including escrow payments, if any) shall belong to Seller as liquidated damages for breach of this Contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this Contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this Contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchaser shall, upon demand, surrender possession of the Property to Seller, but Purchaser shall be entitled to possession of the Property until the expiration of such period. Failure by Seller to exercise one or more remedies available under this paragraph 17 shall not constitute a waiver of the right to exercise such remedy or remedies thereafter.

18. Binding Effect. The terms of this Contract shall run with the land and bind the parties hereto and the successors in interest.

19. Headings. Headings of the paragraphs of this Contract are for convenience only and do not define, limit, or construe the contents of such paragraphs.

20. Additional Terms: Check here if an addendum to this Contract containing additional terms and conditions is attached hereto.

Seller



(signature)

Purchaser



(signature)

CD
5066

Parcel Search: June 15, 2016 at 3:55 p.m. by SURVPUB
500 feet surrounding 1102820420151. 84 parcels, 66 labels.

1102820130012	1102820420115
1102820130013	1102820420116
1102820130015	1102820420117
1102820410003	1102820420118
1102820410006	1102820420120
1102820410010	1102820420121
1102820410012	1102820420124
1102820410016	1102820420125
1102820410017	1102820420127
1102820410018	1102820420129
1102820410023	1102820420130
1102820410046	1102820420131
1102820420029	1102820420132
1102820420030	1102820420133
1102820420033	1102820420134
1102820420034	1102820420135
1102820420035	1102820420136
1102820420038	1102820420137
1102820420039	1102820420138
1102820420040	1102820420139
1102820420042	1102820420140
1102820420043	1102820420141
1102820420044	1102820420142
1102820420048	1102820420143
1102820420050	1102820420144
1102820420062	1102820420145
1102820420070	1102820420146
1102820420071	1102820420147
1102820420073	1102820420148
1102820420075	1102820420149
1102820420078	1102820420150
1102820420079	1102820420151
1102820420082	
1102820420086	
1102820420087	
1102820420088	
1102820420089	
1102820420090	
1102820420091	
1102820420095	
1102820420099	
1102820420100	
1102820420101	
1102820420102	
1102820420103	
1102820420104	
1102820420105	
1102820420109	
1102820420110	
1102820420111	
1102820420113	
1102820420114	



Legal Description

Hosted by Vanguard Appraisals, Inc.

Parcel Number: 11.028.20.42.0151

Property Address: LAKE ST CROIX BEACH, MAPS

Class: RESIDENTIAL

Legal Description:

LOTS 2468, 2469, 2470, 2471, 2472, 2473 LAKE SAINT CROIX BEACH, SECTION NO. 2, WASHINGTON COUNTY, MINNESOTA. LOT 2468 SUBDIVISIONCD 44798 SUBDIVISIONNAME LAKE ST CROIX BEACH SEC NO.2 2101-2852 LOT 2469 SUBDIVISIONCD 44798 SUBDIVISIONNAME LAKE ST CROIX BEACH SEC NO.2 2101-2852 LOT 2470 SUBDIVISIONCD 44798 SUBDIVISIONNAME LAKE ST CROIX BEACH SEC NO.2 2101-2852 LOT 2471 SUBDIVISIONCD 44798 SUBDIVISIONNAME LAKE ST CROIX BEACH SEC NO.2 2101-2852 LOT 2472 SUBDIVISIONCD 44798 SUBDIVISIONNAME LAKE ST CROIX BEACH SEC NO.2 2101-2852 LOT 2473 SUBDIVISIONCD 44798 SUBDIVISIONNAME LAKE ST CROIX BEACH SEC NO.2 2101-2852

Prior Year Value Information

Year	Land Value	Dwelling Value	Improvement Value	Total Value
2016	\$49,500	\$0	\$0	\$49,500
2015	\$1,800	\$0	\$0	\$1,800
2014	\$1,800	\$0	\$0	\$1,800

Land Information

Lot Type	Square Feet	Acres
Lump Sum	12,023	0.276

GIS Map Information



6 of 6
6/9/2016



INFO
TO SEE ANY ACTIONS SPECIFIC TO YOUR USER ACCOUNT, [PLEASE LOG IN.](#)

Installation Permit
Permit # 2016-0273

Washington County Public Health & Environment
14949 - 62ND ST N, PO BOX 6,
STILLWATER, MN
55082-0006
(651) 430-6655
FAX (651) 430-6730

Applicant Information

Applicant Contact Information:

Name: Steve Jacobs
 Phone: (612) 296 - 5876
 Alternate Phone: () -
 Email Address: stillwaterballoons@comcast.net
 Mailing Address: 135 St Croix Trail N
 Lakeland MN 55043

Are you the owner of the property? Yes

Property Information

Project Selected:

Location:

Compliance Status		Property Record	Property Address							Property Owner	Property Attributes					
Compliance Expiration	Compliance Status	PIN	Site Address	Building Number	Street Name	Type	Dir	City	Municipality	zip	Owner	Lot	Block	Plat	Year Built	Property Hold
		1102820420151	CITY OF LAKE ST CROIX BEACH						CITY OF LAKE ST CROIX BEACH		HANNIGAN WILLIAM J & SONJ A					

Use of Single Family Use the Building:

Design Contractor Information

Design Contractor Information: Selected:

Name	License Number	Phone Number	Address	Maintainer	Installer	Service Provider	Designer	Inspector
All State Septic Services	L1568	651-439-7323	12020 Square Lake Trail Court North, Stillwater MN 55082	No	No	No	Yes	Yes

Is the Designer also the Install Contractor? Yes

Design Contractor Email Address: tomtroolen@aol.com

Application Type

What work is proposed: New Installation

System Type

System Type: Type I
 Design Flow: 450 Gallons Per Day

System Components

Soil Treatment Area Type: Pressure Bed
 Are any tanks being replaced/installed? Yes

Design

Attach a copy of the design:

File 1: 15xx_quinlan-08192016090139.pdf
 File 2: floor_plan_of_new_house.docx

Design Summary - Design Flow & Tanks - B

- Minimum Code Required Septic Tank Capacity:	2000 Gallons
:	2 Tanks or Compartments
- Recommended Septic Tank Capacity:	2000 Gallons
:	2 Tanks or Compartments
- Effluent Screen:	Yes
- Alarm:	Yes

Design Summary - Design Flow & Tanks - D

- Pump Tank 1 Capacity (Code Minimum):	1000 Gallons
- Pump Tank 1 Capacity (Designer Rec):	1000 Gallons
- Pump 1:	48 Gallons Per Minute
- Total Head:	16.8 Feet
- Supply Pipe Diameter:	1.5 Inches
- Dose Volume Minimum:	106 Gallons
- Dose Volume Maximum:	112.5 Gallons

Design Summary - Tank Sizes

Tank 1 Size:	1000 Gallons
Tank 2 Size:	1000 Gallons
Lift Station Size:	1000 Gallons

Design Summary - System Type

System Components:	Bed
Distribution Types:	Pressure Distribution-Level
System Type:	Type I
Type of Distribution Media:	Drainfield Rock

Design Summary - Site Evaluation

Depth of Limit Layer:	5.5 Feet
:	66 Inches
Measured Land Slope %:	1%
Soil Texture:	Sand
Soil Hyd. Loading Rate:	0.6 GPD/ ft ²
Minimum Required Separation:	36 Inches
:	3 Feet
Code Maximum Depth of System:	48 Inches

Design Summary - Bed Design

Absorption Area:	750 Square Feet
Bed Width:	15 Feet
Bed Length:	50 Feet
Depth of Sidewall:	6 Inches
Code Maximum Bed Depth:	48 inches
Designer's Max Bed Depth:	24 Inches

Design Summary - Level & Equal Pressure

Number of Perforated Laterals:	5
Perforation Spacing:	3.0 Feet
Perforation Diameter:	7/32 Inch
Lateral Diameter:	1-1/2 Inches
Min. Delivered Volume:	106 Gallons
Maximum Delivered Volume:	112.5 Gallons

Terms

Terms and Conditions

The following exhibits are required as part of the application and shall be attached hereto: Percolation Test Reports; Soil Boring Logs; Site Plan drawn to scale showing location of buildings, lot lines, percolation test holes, soil boring holes, proposed location of system and location of well(s); one (1) copy of the System Design; and one (1) copy of the Final Building Plan. The house and drainfield areas must be staked. Inaccurate or incomplete information will result in delays in processing.

AGREEMENT: The undersigned hereby makes Application for Permit to Install or Extend the Sewage Treatment System herein specified, agreeing that all work shall be done in strict accordance with ordinances and regulations of the County of Washington, Minnesota. Applicant agrees that the Site Plan, Sketches, and Design submitted herewith, and which are reviewed by Washington County, together with any requirements and/or restrictions made necessary by conditions peculiar to a particular location, shall become part of the permit. Applicant further agrees to provide access, at reasonable times, to Washington County for the purpose of performing inspections required and that no part of the system shall be covered until it has been inspected and accepted. APPLICATION IS FOR AN INSTALLATION AT A SPECIFIC LOCATION; ANY DEVIATION FROM THE APPROVED LOCATION WILL VOID THE PERMIT. It shall be the responsibility of the applicant for the permit to notify the Office of the Washington County Department of Public Health & Environment that the installation is ready for inspection.

PERMITS WILL NOT BE ISSUED ONCE FROZEN GROUND CONDITIONS EXIST due to the inability to conduct soil reviews unless arrangements are made BY THE APPLICANT to provide a backhoe, geo-probe, or any other device that can penetrate the frozen soil to allow Washington County to conduct a soil review. In accordance with Minnesota Statute 15.99, Subdivision 2, Washington County has up to SIXTY (60) DAYS to review and approve or deny the permit application.

I hereby certify the above to be true and correct. I hereby give the Washington County Department of Public Health & Environment permission to enter upon my property during normal business hours for the purpose of determining the suitability of the location, design, and construction, which may include minor excavations or soil borings by the Department.

Invoice 08/19/2016

Charge	Cost	Quantity	Total
Drainfield/Trench/Drip/Pressure Bed System Permit added 08/19/2016 10:19 AM \$315 flat fee	\$315.00	x 1	\$315.00
Soil/Site Review Application Fee added 08/19/2016 10:19 AM \$285 Flat Fee	\$285.00	x 1	\$285.00
Grand Total			
		Total (Paid)	\$600.00

Approvals

Approval	Signature
Applicant	Steve Jacobs - 08/22/2016 3:35 PM - witnessed by Kati Hallermann
#1 Initial Office Review	Kati Hallermann - 08/22/2016 3:37 PM
#2 Issue Permit	Christopher W. LeClair REHS - 09/02/2016 1:35 PM



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Installation Permit
 Permit # _____

Washington County Public Health & Environment
 14949 - 62ND ST N, PO BOX 6,
 STILLWATER, MN
 55082-0006
 (651) 430-6655
 FAX (651) 430-6730

Applicant Information

Applicant Contact Information:

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--	--

Are you the owner of the property? Yes

Property Information

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 Location:

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Compliance Expiration	Compliance Status	PIN	Site Address	Building Number	Street Name	Type	Dir	City	Municipality	zip	Owner	Lot	Block	Plat	Year Built	Property Hold
		1102820420151	, CITY OF LAKE ST CROIX BEACH						CITY OF LAKE ST CROIX BEACH		HANNIGAN WILLIAM J & SONJA A					

Use of Single Family Use
 the Building:

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System Type: Type I

System Components

Soil Treatment Area Type: Pressure Bed

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Grand Total			
		Total (Paid)	\$600.00

Approvals

Approval	Signature
Applicant	
#1 Initial Office Review	
#2 Issue Permit	

Sue Schuler

From: Steve Jacobs, Stillwater Balloons <stillwaterballoons@comcast.net>
Sent: Thursday, September 1, 2016 5:49 PM
To: Sue Schuler
Subject: Fwd: Lot in St Croix Beach

Here are matts notes

Steve Jacobs
Stillwater Balloons

Begin forwarded message:

From: Matt Kline <mkline@ci.lakeland.mn.us>
Date: September 1, 2016 at 1:07:47 PM CDT
To: Steve Jacobs <stillwaterballoons@comcast.net>
Subject: RE: Lot in St Croix Beach

Steve,

It looks like the main might actually be in the boulevard on your side of the road. LSCB will still likely have you put money in escrow in case part of the road is damaged. My only advice would be to keep the water line off the driveway. There will be a \$40 main tap fee, a \$15 water permit fee, and a \$300 connection fee associated with the connection. There will likely be an assessment from LSCB for hooking to the system. All work to be done by an insured contractor. The main tap connection, curb stop installation, and pressure test shall all be observed by a water department employee before it is back filled.

Nothing needs to be done immediately. Give me a couple days notice before you start work if you get approval. Thanks.

Matthew Kline, MPA | Director of Public Works | City of Lakeland |
Phone: 651-436-8044
Mobile: 651-253-3263

From: Steve Jacobs [<mailto:stillwaterballoons@comcast.net>]
Sent: Thursday, September 01, 2016 9:39 AM
To: Lakeland Water Department
Subject: Lot in St Croix Beach

Matt, I have attached a survey of a lot I bought. The city would like me to make contact with you as far as water hook ups.

Looks like the main is on my side of the road and I would just put the hook up in the center of the lot.

Anything I missed?? Anything you want me to do right now?

Steve Jacobs

Website - www.stillwaterballoons.com

Email - stillwaterballoons@comcast.net

Phone – 651-439-1800



PART OF 11-028-20-44-0072
 THE LOCATION OF BLDGS & PLOTS SHOWN IN THE PLATS OF LAKE ST CROIX BEACH SEC 1, 2 & 3 WITHIN NEAL BLVD & LOVELL AND AS DESCRIBED IN BK 179 DEEDS PG 337 ARE AMBIGUOUS

Washington County
 PUBLIC WORKS DEPARTMENT
 SURVEY AND LAND MANAGEMENT DIVISION
 14949 62nd Street North, P.O. Box 6
 Stillwater, Minnesota 55082-0006
 (651) 430-6875
 surveyor@co.washington.mn.us
 www.co.washington.mn.us/surveyor

- LEGEND**
- DNR PROTECTED WATERS
 - - - DNR PROTECTED WETLAND
 - - - DNR PROTECTED WATERCOURSE
 - - - MUNICIPAL BOUNDARY
 - PARK BOUNDARY



SCALE: 1 inch = 170 feet

SECTION-TOWNSHIP-RANGE INDEX

0302820	0202820	0102820
1002820	1102820	1202820
1502820	1402820	1302820



SECTION VICINITY MAP

22	21	12	11
NW	+	NE	
23	24	13	14
32	31	42	41
SW	+	SE	
33	34	43	44

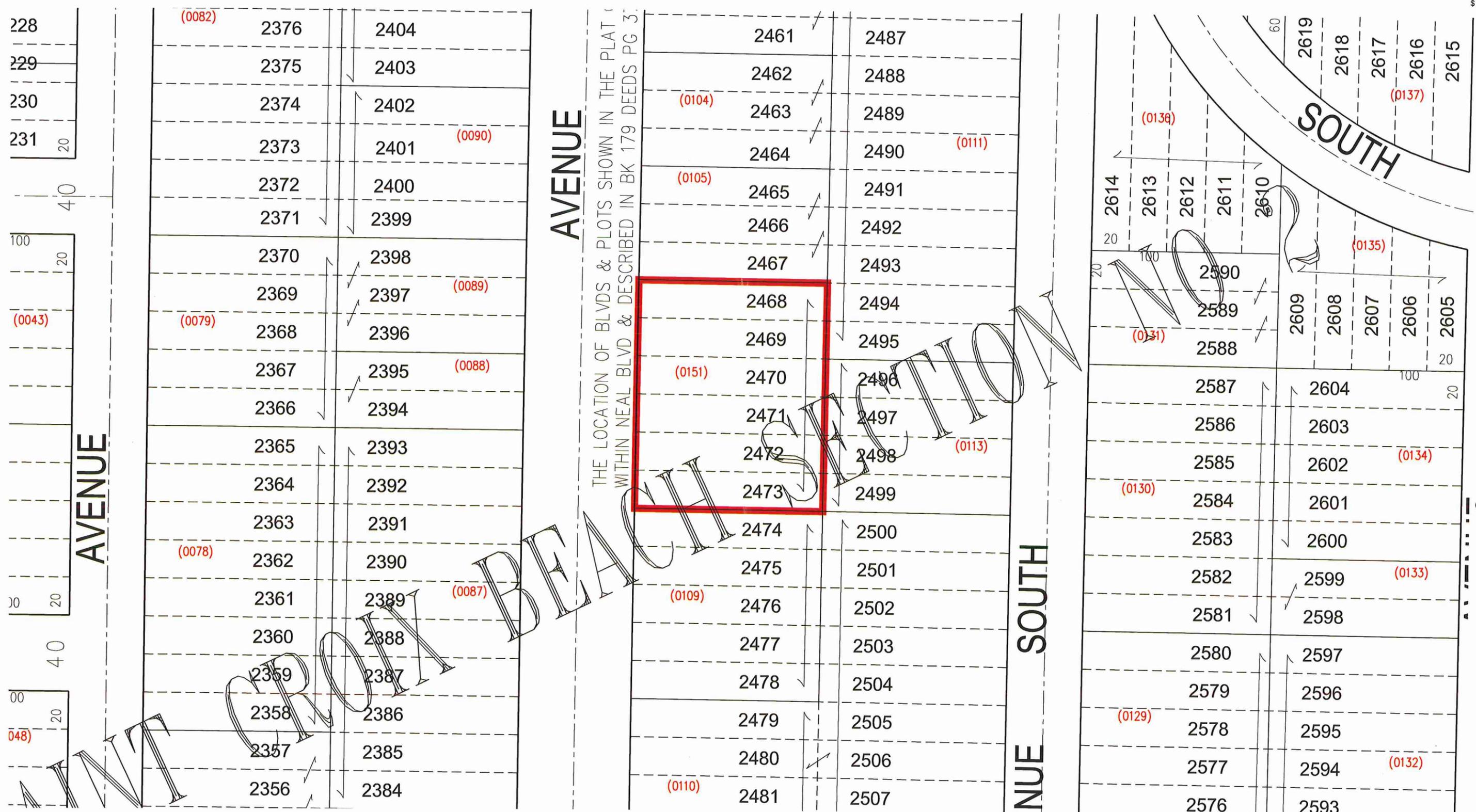
PROPERTY IDENTIFICATION NUMBER FORMAT (GEOCODE)

SECTION NUMBER TOWNSHIP NUMBER RANGE NUMBER QUARTER NUMBER SPECIFIC PARCEL

####

(0001) - LAST FOUR DIGITS OF PROPERTY IDENTIFICATION NUMBER

THIS DRAWING IS THE RESULT OF A COMPILATION AND REPRODUCTION OF LAND RECORDS AS THEY APPEAR IN VARIOUS WASHINGTON COUNTY OFFICES. WASHINGTON COUNTY IS NOT RESPONSIBLE FOR ANY INACCURACIES.
 PROPERTY LINES AS SHOWN ARE FOR REFERENCE PURPOSES AND MAY NOT REPRESENT ACTUAL LOCATIONS.
 MAP LAST UPDATED: May 11, 2016
 NO ADDITIONAL CHANGES HAVE BEEN REPORTED TO DATE
 DATE OF CONTOURS: November, 2011 DATE OF PHOTOGRAPHY: May, 2013



THE LOCATION OF BLVDS & PLOTS SHOWN IN THE PLAT WITHIN NEAL BLVD & DESCRIBED IN BK 179 DEEDS PG 3.

AVENUE

BEACH SECTION

SOUTH

Washington County
 PUBLIC WORKS DEPARTMENT
 SURVEY AND LAND MANAGEMENT DIVISION
 14949 62nd Street North, P.O. Box 6
 Stillwater, Minnesota 55082-0006
 (651) 430-6875
 surveyor@co.washington.mn.us
 www.co.washington.mn.us/surveyor

LEGEND
 ——— DNR PROTECTED WATERS
 DNR PROTECTED WETLAND
 - - - - DNR PROTECTED WATERCOURSE
 - - - - MUNICIPAL BOUNDARY
 ——— PARK BOUNDARY

NORTH
 SCALE: 1 inch = 50 feet

SECTION-TOWNSHIP-RANGE INDEX

0302820	0202820	0102820
1002820	1102820	1202820
1502820	1402820	1302820

COUNTY VICINITY MAP

SECTION VICINITY MAP

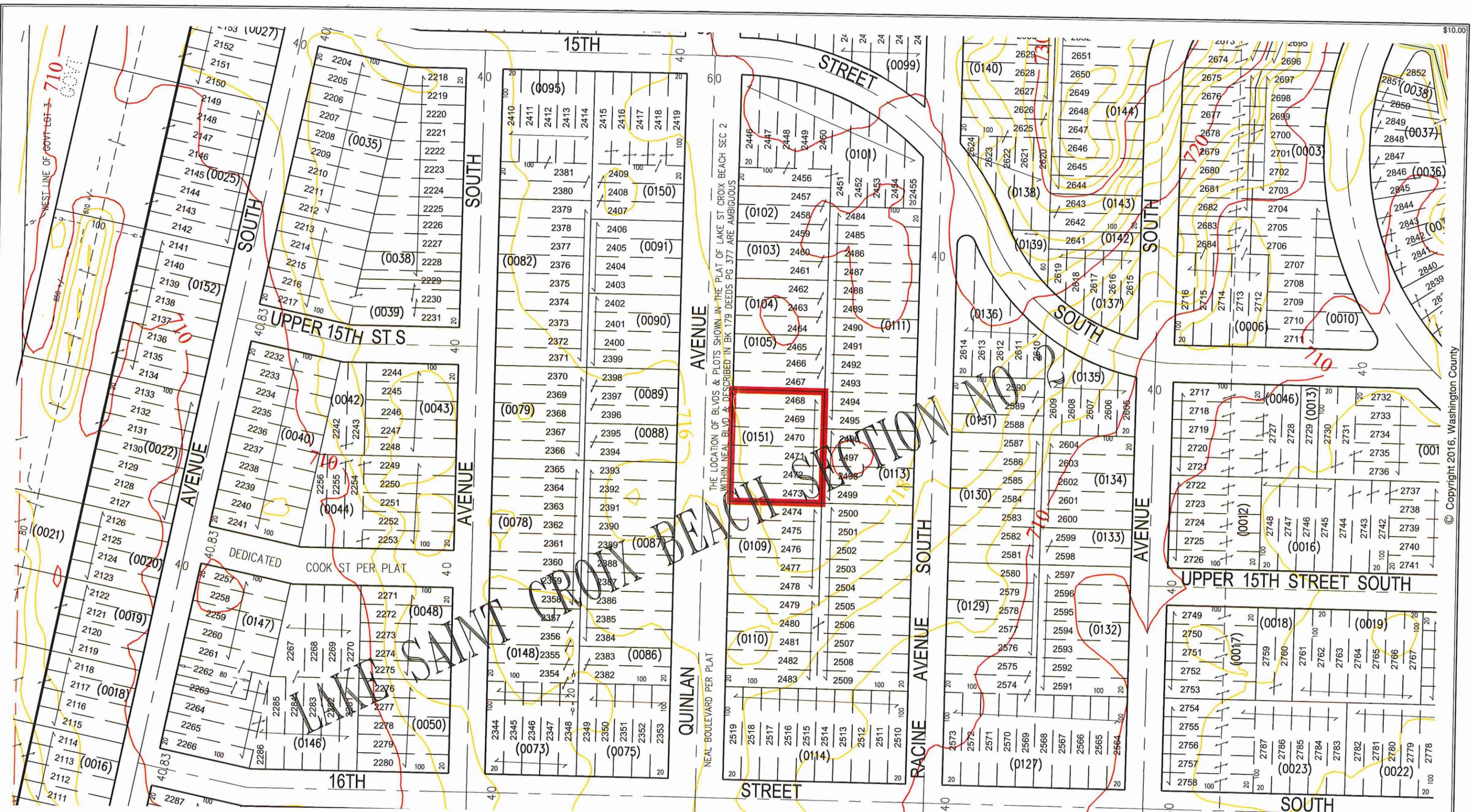
22	21	12	11
NW		NE	
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SW		SE	
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PROPERTY IDENTIFICATION NUMBER FORMAT (GEOCODE)

SECTION NUMBER	TOWNSHIP NUMBER	RANGE NUMBER	QUARTER	SPECIFIC PARCEL
##	###	##	##	####

 (0001) - LAST FOUR DIGITS OF PROPERTY IDENTIFICATION NUMBER

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 DATE OF CONTOURS: November, 2011 DATE OF PHOTOGRAPHY: None



Washington County
 PUBLIC WORKS DEPARTMENT
 SURVEY AND LAND MANAGEMENT DIVISION
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 surveyor@co.washington.mn.us
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CONTOUR LEGEND
 10 FOOT INTERVAL CONTOUR
 2 FOOT INTERVAL CONTOUR

Contours are provided courtesy of the Minnesota Department of Natural Resources (DNR). The Minnesota DNR makes no representation or warranties, express or implied, with respect to the reuse of data provided herewith, regardless of its format or the means of transmission. There is no guarantee or representation to the user as to the accuracy, currency, suitability, or reliability of this data for any purpose. The user accepts the data 'as is', and assumes all risks associated with its use. The Minnesota DNR assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data.

LEGEND

- DNR PROTECTED WATERS
- DNR PROTECTED WETLAND
- DNR PROTECTED WATERCOURSE
- MUNICIPAL BOUNDARY
- PARK BOUNDARY

NORTH

SCALE: 1 inch = 100 feet

SECTION-TOWNSHIP-RANGE INDEX

0302820	0202820	0102820
1002820	1102820	1202820
1502820	1402820	1302820



SECTION VICINITY MAP

22	21	12	11
NW	+	NE	
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32	31	22	41
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33	34	43	44

PROPERTY IDENTIFICATION NUMBER FORMAT (GEOCODE)

SECTION TOWNSHIP RANGE QUARTER SPECIFIC
 NUMBER NUMBER NUMBER NUMBER PARCEL
 ## ### ## ## ###

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 MAP LAST UPDATED: May 11, 2016
 NO ADDITIONAL CHANGES HAVE BEEN REPORTED TO DATE
 DATE OF CONTOURS: November, 2011 DATE OF PHOTOGRAPHY: None

SONNENTAG CONSULTING, LLC

616 TOWER RD. HUDSON, WI 54016 PH. 651-334-3332

JACOBS HOUSE CONSTRUCTION

SITE PLAN APPROVAL

PROJECT:

PROPOSED HOUSE
1555 (7) QUINLAN AVE S - CITY
OF LAKE SAINT CROIX BEACH
STEVE JACOBS
153 ST. CROIX TRAIL N.
LAKELAND, MN 55043

DRAWN BY:	JMS	
CHECKED BY:		
DATE:	07/26/16	
DWG FILE:	126-JACOBS	
REF FILE:		
JOB NUMBER:	126-JACOBS	
REVISION DESC.	STAFF	DATE
RELEASED FOR:	JMS	08/01/16
REVIEW:		

TITLE SHEET	
SHEET NO. 1 OF 3	

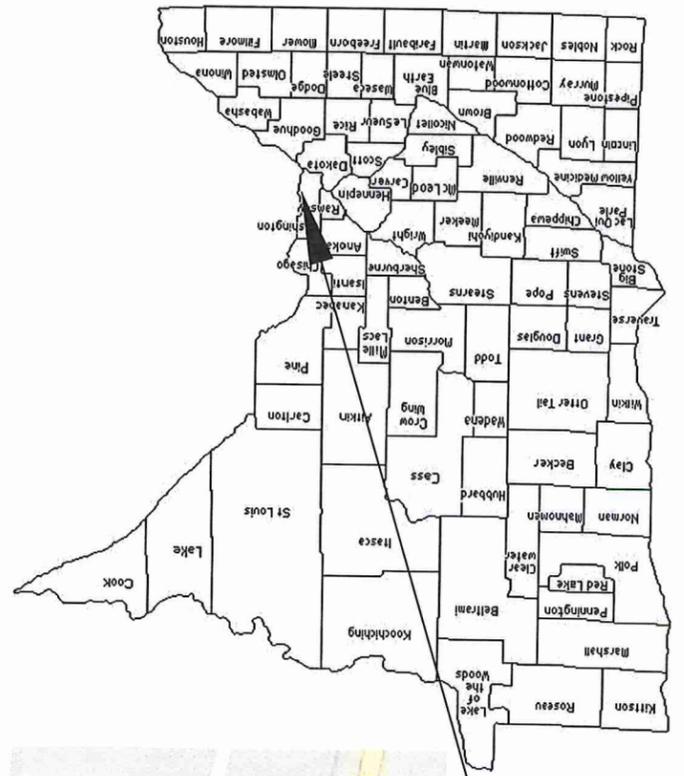


LOCATION MAP
M.T.S.

- GENERAL CONSTRUCTION NOTES**
1. ALL UNDERGROUND HAZARDS AND UTILITIES MUST BE INVESTIGATED PRIOR TO CONSTRUCTION. NOTIFICATION OF EFFECTED UTILITY COMPANIES IS THE RESPONSIBILITY OF THE CONTRACTOR. CONTACT Gopher ONE BEFORE COMMENCING CONSTRUCTION.
 2. THIS PLAN IS FOR SITE PLAN APPROVAL ONLY. BUILDING DESIGN AND UTILITY CONNECTIONS BY OTHERS.
 3. EROSION CONTROL CONSTRUCTION NOTES CAN BE FOUND ON SHEETS HEREIN (SEE SHEET INDEX ON THIS PAGE).

SHEET	SHEET DESCRIPTION
1	TITLE SHEET/LOCATION MAP
2	SITE PLAN
3	EROSION CONTROL DETAILS & NOTES

SHEET INDEX



PROJECT LOCATION

STANDARD LEGEND
(unless otherwise noted)

—	PROPERTY LINE
- - -	EXISTING 1FT CONTOUR
- - -	EXISTING 5FT CONTOUR
- - -	EXISTING 1FT CONTOUR
xxx	EXISTING SPOT ELEVATION
7/8	TOP OF SLAB ELEVATION
1/4	TOP OF WALL ELEVATION
—	EXISTING BRITANNIOUS EDGE
—	EXISTING CURB AND GUTTER
—	EXISTING CONCRETE EDGE
○	EXISTING TREES AND BUSHES
W	EXISTING WATER LINE
S.S.	EXISTING SANITARY SEWER LINE
—	EXISTING STORM SEWER LINE
F	EXISTING UNDERGROUND FIBER OPTICS LINE
G	EXISTING UNDERGROUND GAS LINE
E	EXISTING UNDERGROUND ELECTRIC LINE
T	EXISTING UNDERGROUND TELEPHONE LINE
O.E.	EXISTING OVERHEAD ELECTRIC LINE
▲	SOIL BORING
M	EXISTING GATE VALVE
○	EXISTING HYDRANT
○	EXISTING SANITARY MANHOLE
○	EXISTING STORM SEWER MANHOLE
○	EXISTING POWER POLE
□	EXISTING TELEPHONE PEDESTAL OR TRANSFORMER
□	EXISTING LIGHT POLE
□	EXISTING GAS METER
○	TRAFFIC SIGNAL
○	ELECTRIC MANHOLE
—	EXISTING SIGN, TRAFFIC OR PRIVATE
⊙	FOUND COUNTY SECTION CORNER MONUMENT (AS NOTED)
○	FOUND U.L.M. SURVEY MARKER
□	FOUND IRON BAR DISTURBED
○	FOUND 1.25" OUTSIDE DIAMETER IRON PIPE
○	FOUND 0.75" OUTSIDE DIAMETER IRON PIPE
○	FOUND 0.50" SURVEY MONUMENT
○	FOUND SPIKE
○	SET 3/4" DIAMETER BY 18" LONG REBAR
⊗	SET LAWN
⊗	SET SPIKE
()	RECORDED DISTANCE

SITE PLAN

PROPERTY LOCATED IN PART OF GOVERNMENT LOT 3 OF SECTION 11, T28N, R20W, BEING LOTS 2468-2473 OF THE PLAT OF LAKE SAINT CROIX BEACH (SECTION NO. 2), CITY OF LAKE ST. CROIX BEACH, WASHINGTON COUNTY, MINNESOTA

PROPERTY INFORMATION

ZONED: R3
MINIMUM LOT SIZE = 16,000 SQ.FT.
EXISTING PARCEL = ±12,000 SQ.FT.

*CURRENT ORDINANCES INCLUDE CONTRADICTING REGULATIONS. APPLICABLE SETBACKS TO BE VERIFIED WITH THE CITY OF LAKE ST. CROIX BEACH.

SETBACKS
FRONT 25 FEET
REAR 7 FEET
SIDE 7 FEET

MAXIMUM BLDG HEIGHT 35 FEET

MAXIMUM IMPERVIOUS AREA 20%

FLOODPLAIN
ST. CROIX RIVER
(100 YR REGIONAL FLOOD ELEV.) 692.0

IMPERVIOUS SURFACES

- TOTAL LOT AREA = ±12,000 SQ.FT.
- TOTAL EXISTING IMPERVIOUS = 0.0 SQ. FT. (0.0% OF TOTAL LOT AREA)
- TOTAL PROPOSED IMPERVIOUS = 1,895 SQ.FT. (15.8% OF TOTAL LOT AREA)

IMPERVIOUS SURFACES (shown w/hatching) INCLUDE THE FOLLOWING:
*OVERLAPPING AREAS WERE NOT COUNTED TWICE
1215 SQ.FT. - BUILDING FOOTPRINTS
615 SQ.FT. - DRIVEWAY
65 SQ.FT. - SIDEWALK
1,895 SQ.FT. - TOTAL

CONSTRUCTION NOTES

- CONTRACTOR TO REVIEW ARCHITECTURAL PLANS TO VERIFY FINAL CONSTRUCTION DIMENSIONS. FINAL SLAB ELEVATION SHALL BE REVIEWED WITH OWNER PRIOR TO CONSTRUCTION.
- PRIOR TO COMMENCING CONSTRUCTION, CONTRACTOR TO VERIFY SITE PLAN AND LOCAL REQUIREMENTS WITH THE LOCAL AUTHORITY.
- CONTRACTOR TO VERIFY THE LOCATION OF PROPERTY CORNERS.
- CONTRACTOR TO VERIFY UNDERGROUND UTILITIES WITH GOPHER STATE ONE PRIOR TO EXCAVATION.

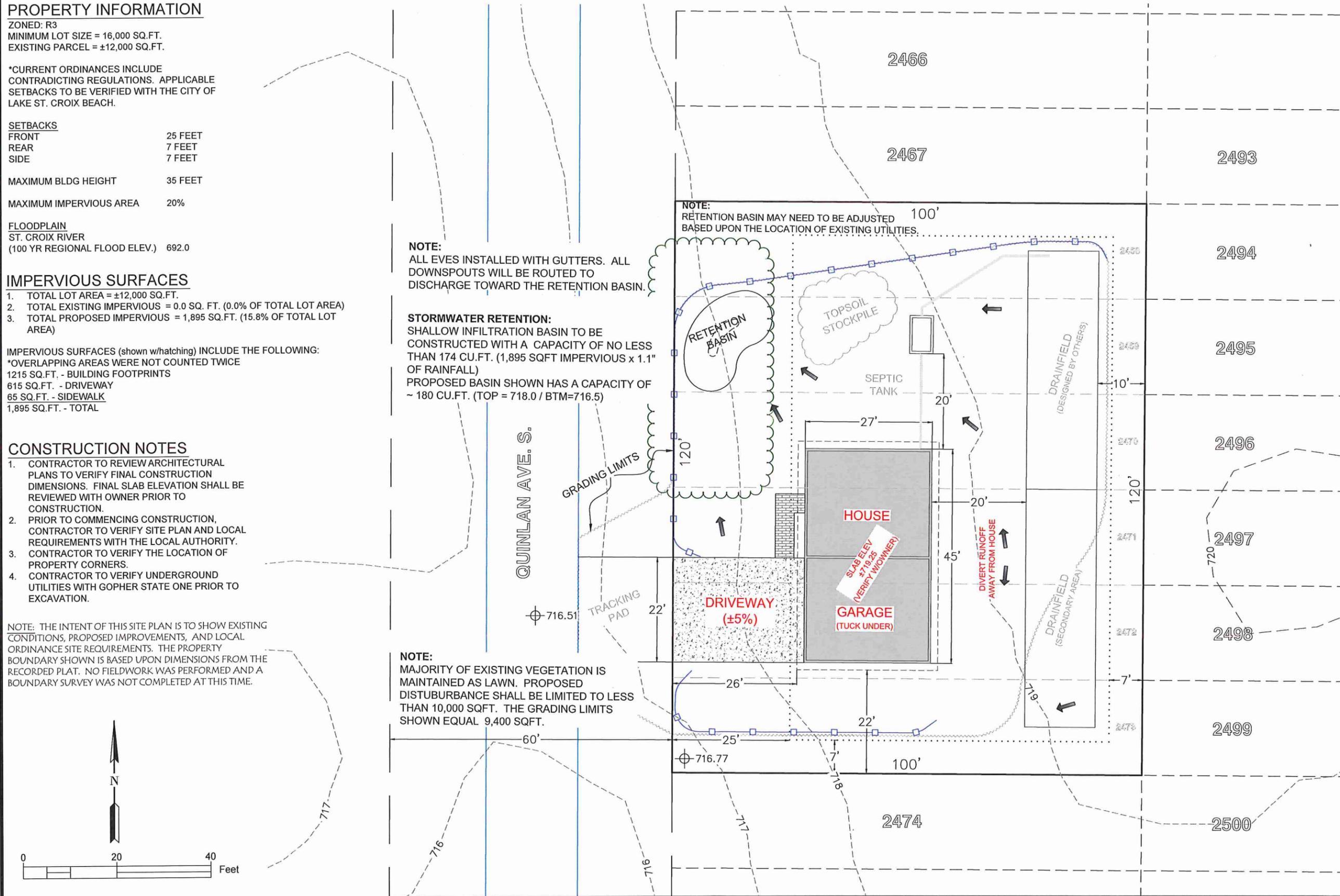
NOTE: THE INTENT OF THIS SITE PLAN IS TO SHOW EXISTING CONDITIONS, PROPOSED IMPROVEMENTS, AND LOCAL ORDINANCE SITE REQUIREMENTS. THE PROPERTY BOUNDARY SHOWN IS BASED UPON DIMENSIONS FROM THE RECORDED PLAT. NO FIELDWORK WAS PERFORMED AND A BOUNDARY SURVEY WAS NOT COMPLETED AT THIS TIME.

NOTE:
ALL EVES INSTALLED WITH GUTTERS. ALL DOWNSPOUTS WILL BE ROUTED TO DISCHARGE TOWARD THE RETENTION BASIN.

STORMWATER RETENTION:
SHALLOW INFILTRATION BASIN TO BE CONSTRUCTED WITH A CAPACITY OF NO LESS THAN 174 CU.FT. (1,895 SQFT IMPERVIOUS x 1.1" OF RAINFALL)
PROPOSED BASIN SHOWN HAS A CAPACITY OF ~ 180 CU.FT. (TOP = 718.0 / BTM=716.5)

NOTE:
MAJORITY OF EXISTING VEGETATION IS MAINTAINED AS LAWN. PROPOSED DISTURBANCE SHALL BE LIMITED TO LESS THAN 10,000 SQFT. THE GRADING LIMITS SHOWN EQUAL 9,400 SQFT.

NOTE:
RETENTION BASIN MAY NEED TO BE ADJUSTED BASED UPON THE LOCATION OF EXISTING UTILITIES.



PROJECT:

PROPOSED HOUSE
1555 (?) QUINLAN AVE. S. - CITY OF LAKE SAINT CROIX BEACH

STEVE JACOBS
135 ST. CROIX TRAIL N.
LAKELAND, MN 55045

LEGEND:

EXISTING

- PROPERTY LINE
- 5FT CONTOUR
- 1FT CONTOUR
- xxx.xx SPOT ELEVATION

PROPOSED

- TEMPORARY DITCH CHECK
- SILT FENCE
- DIRECTION OF FLOW

THE ELEVATIONS SHOWN ARE ON NAVD 1988 DATUM DERIVED FROM LIDAR DATA AVAILABLE FROM MINNESOTA GEOSPATIAL INFORMATION OFFICE

DRAWN BY: JMS

CHECKED BY:

DATE: 07/26/16

DWVG FILE: 126-JACOBS

REF FILE:

JOB NUMBER: 126-JACOBS

REVISION DESC.	STAFF	DATE
RELEASED FOR REVIEW	JMS	08/02/16
REVISED SEPTIC AREA	JMS	08/25/16

SITE PLAN

SHEET NO.
1 OF 1

EROSION CONTROL DETAILS

PROPERTY LOCATED IN PART OF GOVERNMENT LOT 3 OF SECTION 11, T28N, R20W, BEING LOTS 2468-2473 OF THE PLAT OF LAKE SAINT CROIX BEACH (SECTION NO. 2), CITY OF LAKE ST. CROIX BEACH, WASHINGTON COUNTY, MINNESOTA

EROSION & SEDIMENT CONTROL CONTACT

THE EROSION & SEDIMENT CONTROL CONTACT WILL COMPLETE THE REQUIRED INSPECTION TASKS AND INSURE THAT ANY AREAS OF CONCERN ARE BEING ADDRESSED IN A TIMELY MANNER. THIS PERSON WILL ALSO OVERSEE THE PROPER INSTALLATION METHODS OF SEDIMENT AND EROSION CONTROL IMPROVEMENTS.

STEVE JACOBS
612-296-5876
stillwaterballoons@comcast.net

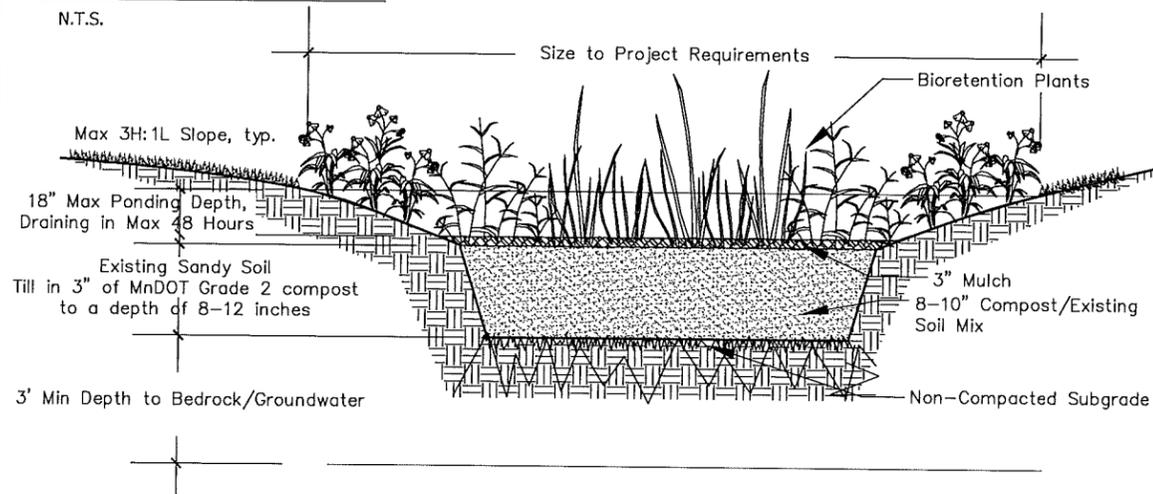
CONSTRUCTION SEQUENCE

- PERFORM CONTINUOUS INSPECTIONS OF EROSION CONTROL PRACTICES.
- INSTALL SILT FENCE ALONG THE PERIMETER OF THE SITE TO PREVENT SEDIMENT FROM LEAVING THE SITE DURING THE CONSTRUCTION PROCESS.
- ALL DOWNGRADE PERIMETER SEDIMENT-CONTROL BMPs MUST BE IN PLACE BEFORE ANY UP GRADIENT LAND-DISTURBING ACTIVITY BEGINS.
- REMOVE TOPSOIL FROM THE SITE AND PLACE IN TEMPORARY STOCKPILE LOCATION. TEMPORARILY SEED THE STOCKPILE.
- INSTALL UNDERGROUND UTILITIES (WATER, SANITARY SEWER, ELECTRIC AND PHONE) TAKING THE LOCATION AND FUNCTION OF STORM WATER BMPs INTO CONSIDERATION.
- ROUGH GRADE THE SITE.
- SEED AND MULCH DISTURBED AREAS ON SITE.
- PERFORM ALL OTHER SITE IMPROVEMENTS TAKING THE LOCATION AND FUNCTION OF THE STORMWATER BMPs INTO CONSIDERATION.
- FINAL GRADE THE SITE. ANY COMPACTED AREAS SHALL BE TILLED AND FINE GRADED PRIOR TO FINAL STABILIZATION. IF NEEDED, ADDITIONAL TOPSOIL AND COMPOST SHALL BE ADDED IN AREAS OF GRASS RESTORATION.
- CONSTRUCT AND VEGETATE INFILTRATION DEVICE FOLLOWING STABILIZATION OF CONTRIBUTING DRAINAGE AREA. ENSURE THAT CRITICAL ELEVATIONS, SUCH AS TOP OF MEDIA, TOP OF MULCH, AND INVERT OF OVERFLOW STRUCTURE (IF PRESENT) ARE CORRECT.
- STABILIZE THE SITE BY RESTORING DISTURBED AREAS WITH SEED AND LANDSCAPING MULCH FOR THE PERIMETER OF THE HOME. INSTALL EROSION CONTROL BLANKET IN CRITICAL AREAS.
- REMOVE THE SILT FENCE AFTER THE SITE IS STABILIZED PER PROJECT MANAGER APPROVAL.

INFILTRATION BASIN NOTES

- FACILITIES MAY NOT BE EXCAVATED WITHIN 2.0 FEET OF FINAL GRADE UNTIL THE CONTRIBUTING DRAINAGE AREA HAS BEEN CONSTRUCTED AND FULLY STABILIZED.
- GRADING OF THE INFILTRATION BASIN SHALL BE ACCOMPLISHED USING LOW-IMPACT EARTH-MOVING EQUIPMENT TO PREVENT COMPACTION OF THE UNDERLYING SOILS. EXCAVATION SHALL BE PERFORMED BY AN EXCAVATOR WITH A TOOTHED BUCKET. USE EXCAVATOR BUCKET TO PLACE MATERIALS. CONSTRUCTION EQUIPMENT SHALL NOT BE ALLOWED INTO THE BASIN. CONSTRUCTION SHALL NOT OCCUR DURING WET SOIL CONDITIONS TO AVOID DESTROYING SOIL STRUCTURE.
- EXCAVATE THE INFILTRATION BASIN TO THE SPECIFIED DEPTH (ELEVATION). IT IS RECOMMENDED THAT ALL SUB MATERIAL BELOW THE SPECIFIED ELEVATION SHALL BE LEFT UNDISTURBED, UNLESS OTHERWISE DIRECTED BY THE PROJECT MANAGER.
- GRADE TO THE DEPTH (ELEVATION) SPECIFIED IN THE CONSTRUCTION DOCUMENTS UNLESS OTHERWISE DIRECTED BY THE PROJECT MANAGER.
- IN THE EVENT THAT SEDIMENT IS INTRODUCED INTO THE BMP DURING OR IMMEDIATELY FOLLOWING EXCAVATION, THIS MATERIAL WILL NEED TO BE REMOVED FROM THE BASIN PRIOR TO INITIATING THE NEXT STEP IN THE CONSTRUCTION PROCESS. SEDIMENT THAT HAS BEEN WASHED INTO THE BASIN DURING THE EXCAVATION PROCESS CAN SEAL THE PERMEABLE MATERIAL, SIGNIFICANTLY REDUCING THE INFILTRATION CAPACITY OF THE SOILS.
- SEEDING AND INSTALLATION OF EROSION CONTROL BLANKET SHALL BE COMPLETED WITHIN 48 HOURS OF FINAL GRADING.
- INFILTRATION AREA SHALL BE STAKED OFF DURING CONSTRUCTION TO RESTRICT HEAVY EQUIPMENT TRAFFIC FROM COMPACTING NATIVE SOILS.

INFILTRATION BASIN



EROSION CONTROL NOTES

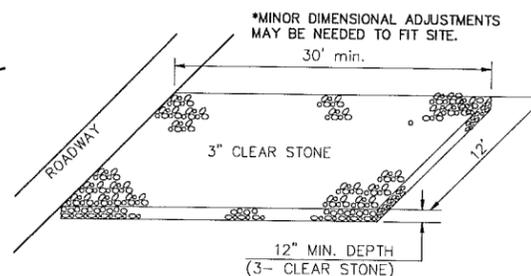
- EROSION CONTROL MEASURES MUST BE INSTALLED BY THE CONTRACTOR PRIOR TO ANY OTHER LAND DISTURBING ACTIVITIES. EXCAVATION, SOIL PLACEMENT AND RAPID STABILIZATION OF PERIMETER SLOPES MUST BE ACCOMPLISHED PRIOR TO THE NEXT PRECIPITATION EVENT.
- ALL EROSION CONTROL DEVICES SHALL BE INSPECTED BY THE CONTRACTOR. CLEANING, ADJUSTING AND REPLACING EROSION CONTROL DEVICES SHALL BE DONE AS NECESSARY THROUGHOUT CONSTRUCTION. ALL EROSION CONTROL DEVICE MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORK DAY. THE CONTRACTOR SHALL PERFORM SITE INSPECTIONS AT LEAST ONCE PER WEEK AND FOLLOWING EACH RAINFALL EVENT OF 1/2-INCH OR MORE. ALL MAINTENANCE WILL FOLLOW AN INSPECTION WITHIN 24 HOURS. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THESE WEEKLY WRITTEN REPORTS OF ALL INSPECTIONS CONDUCTED.
- EROSION CONTROL DEVICES SHALL BE INSTALLED ACCORDING TO THE PLANS AND THE DETAILS OR AS APPROVED BY THE CITY.
- THE CONTRACTOR SHALL INSTALL ADDITIONAL EROSION CONTROL MEASURES WHEN NECESSARY TO PREVENT EROSION.
- TRACKING PADS SHALL BE INSTALLED AT ALL CONSTRUCTION SITE EXITS TO PREVENT TRACKING OF SOIL. TRACKED SOIL SHALL BE COLLECTED (BY MEANS OF SWEEPING RATHER THAN FLUSHING) FROM PAVED ROADS LOCATED NEAR THE CONSTRUCTION SITE AT THE END OF EACH WORK DAY AND AS DIRECTED BY THE CITY.
- EXISTING VEGETATION SHALL BE REMOVED ONLY AS NECESSARY TO PERFORM CONSTRUCTION ACTIVITIES. CLEARING OF LARGE AREAS THAT ARE CLEARLY OUTSIDE THE LIMITS OF CONSTRUCTION SHALL NOT BE PERMITTED.
- EROSION CONTROL DEVICES SHALL NOT BE REMOVED UNTIL THE AREAS SERVED HAVE ESTABLISHED VEGETATIVE COVER SATISFACTORY TO THE CITY.
- STABILIZATION OF ALL EXPOSED SOILS (INCLUDING STOCKPILES) MUST BE INITIATED IMMEDIATELY TO LIMIT SOIL EROSION (IN NO CASE IMPLEMENTED LATER THAN 7 DAYS AFTER CONSTRUCTION HAS TEMPORARILY/PERMANENTLY CEASED FOR INDIVIDUAL AREAS). ONCE DISTURBED, GRADING OF INDIVIDUAL AREAS SHALL CONTINUE UNTIL FINAL GRADES ARE ACHIEVED TO ALLOW FOR THE TIMELY INSTALLATION OF GRASS AND/OR LANDSCAPING.
- EROSION CONTROL IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ACCEPTANCE OF THIS PROJECT. EROSION CONTROL MEASURES AS SHOWN SHALL BE THE MINIMUM PRECAUTIONS THAT WILL BE ALLOWED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECOGNIZING AND CORRECTING ALL EROSION CONTROL PROBLEMS. THE REQUIRED REPAIR, REPLACEMENT, OR ENHANCEMENT SHALL BE COMPLETED WITHIN 24 HOURS. ADDITIONAL EROSION CONTROL MEASURES, AS REQUESTED IN WRITING BY THE STATE OR LOCAL INSPECTORS, SHALL BE INSTALLED THE NEXT BUSINESS DAY.
- DURING WET PERIODS, THE CONTRACTOR SHALL SUSPEND THOSE CONSTRUCTION ACTIVITIES WHICH RESULT IN TRACKING ON PUBLIC STREETS. THE CONTRACTOR SHALL CLEAN ALL TRACKED MATERIAL FROM PUBLIC STREETS AT THE END OF EACH DAY AND AT OTHER TIMES AS DIRECTED BY THE CITY.
- SLOPES EXCEEDING 12% SHALL BE SEEDED AND STAKED WITH EROSION MAT IF SUBJECT TO SIGNIFICANT RUNOFF PRIOR TO THE ESTABLISHMENT OF GRASS.
- REMOVE SEDIMENT DEPOSITS WHEN BUILD UP EXCEEDS 1/2 OF THE EROSION CONTROL DEVICE (CHECK DAM, FILTER SOCK, SILT FENCE) ETC.
- LIMIT GRADING TO THE AREAS SHOWN ON THE PLANS. NO MATERIALS STORAGE, VEHICLE TRAFFIC, OR GRADING MAY OCCUR IN UNDISTURBED OR BUFFER AREAS (SLOPES >12%) SHOWN ON THE PLAN. SHOULD CONSTRUCTION REQUIRE ADDITIONAL DISTURBANCE, CONSULT WITH THE CITY PRIOR TO ESTABLISH PROPER EROSION CONTROL.
- DEWATERING TURBID OR SEDIMENT LADED WATER TO SURFACE WATERS (WETLANDS, STREAMS, LAKES) AND STORMWATER CONVEYANCES (GUTTERS, CATCH BASINS, OR DITCHES) IS PROHIBITED.

POLLUTION PREVENTION

- SOLID WASTE MUST BE STORED, COLLECTED AND DISPOSED OF IN ACCORDANCE WITH STATE LAW.
- PROVIDE EFFECTIVE CONTAINMENT FOR ALL LIQUID AND SOLID WASTES GENERATED BY WASHOUT OPERATIONS (CONCRETE, STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS).
- HAZARDOUS MATERIALS THAT HAVE POTENTIAL TO LEACH POLLUTANTS MUST BE UNDER COVER TO MINIMIZE CONTACT WITH STORMWATER.

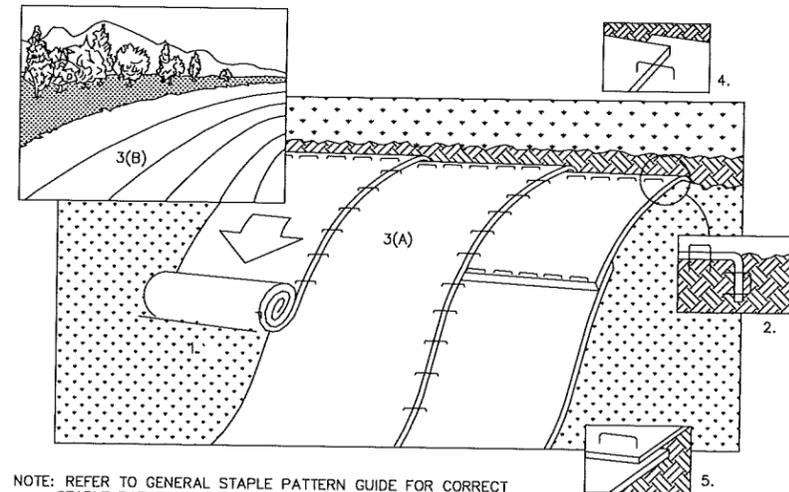
QUANTITY ESTIMATES

- SILT FENCE = 225 LINEAR FEET
- SEDIMENT LOGS = 1 (8 FEET EACH)
- COMPOST AMENDMENTS = 2 CU.YDS.
- STONE TRACKING PAD (3" CLEAR STONE) = 13 CU.YDS.



STONE TRACKING PAD

N.T.S. *INSTALL ONLY IF THERE IS POTENTIAL FOR TRACKING ONTO PUBLIC ROADS.



NOTE: REFER TO GENERAL STAPLE PATTERN GUIDE FOR CORRECT STAPLE PATTERN RECOMMENDATIONS FOR SLOPE INSTALLATIONS.

- PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING APPLICATION OF FERTILIZER AND SEED. NOTE: WHEN USING CELL-0-SEED DO NOT SEED PREPARED AREA. CELL-0-SEED MUST BE INSTALLED WITH PAPER SIDE DOWN.
- BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN 6" DEEP X 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
- ROLL THE BLANKETS (A.) DOWN OR (B.) HORIZONTALLY ACROSS THE SLOPE.
- THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 2" OVERLAP.
- WHEN BLANKETS MUST BE SPLICED DOWN THE SLOPE, PLACE BLANKETS END OVER END (SHINGLE STYLE) WITH APPROXIMATELY 4" OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" APART.
- ALL BLANKETS MUST BE SECURELY FASTENED TO THE SLOPE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS RECOMMENDED BY THE MANUFACTURER.

EROSION CONTROL MAT - SLOPE INSTALLATION

N.T.S. (SHOWN FOR REFERENCE - REQUIRED IF PROBLEM AREAS ARISE AND SOIL STABILITY IS A CONCERN)

SONNENTAG
CONSULTING, I.L.C.

616 TOWER RD.
HUDSON, WI 54016
PH. 651-334-3332

PROJECT/OWNER:

PROPOSED HOUSE
1555 (?) QUINLAN AVE. S. - CITY
OF LAKE SAINT CROIX BEACH

STEVE JACOBS
155 ST. CROIX TRAIL N.
LAKELAND, MN 55045

LEGEND:

THE ELEVATIONS SHOWN
ARE ON NAVD 1988
DATUM DERIVED FROM
GPS OBSERVATIONS.

DRAWN BY: JMS

CHECKED BY:

DATE: 07/26/16

DWG FILE: 126-JACOBS

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REVISION DESC. STAFF DATE

RELEASED FOR REVIEW JMS 06/01/16

EROSION CONTROL DETAILS

SHEET NO.
3 OF 3