RESEVILLE REQUEST FOR COUNCIL ACTION

Date: May 22, 2023 Item No.: 10.m

Department Approval

City Manager Approval

Para / Trueger

Janue Gundrach

Item Description: Authorize Mayor & City Manager to execute Sewer Availability Charge

Agreement with BOING US HOLDCO, INC. dba Take 5 Carwash

BACKGROUND 1

Take 5 Carwash was issued a building permit on January 23, 2023 to construct a new carwash at 1701

County Road C. The permit includes constructing a vehicle wash facility using an on-site water 3

reclaim system in order to reduce the amount of water used. Metropolian Council Environmental

Services reviewed the plans regarding Sewer Availability Charge (SAC) requirements and determined 5

the facility would be charged 15 SAC units with the on-site water reclaim system. Without such 6

system, the facility would be charged 58 SAC. The Metropolitan Council charges this fee directly to

the City of Roseville, who passes the fee on to the business/property owner. Given the reduction in 8

SAC is based on a properly functioning on-site water reclaim system, it was determined an agreement

would be required to establish expectations regarding the water reclaim system and actual water usage. 10

The agreement acknowledges the reduction in SAC is based on the water reclaim system operating as 11

originally designed and represented to the Metropolitan Council and City, and if actual water use 12

requires payment of additional SAC, Take 5 Carwash is obligated to pay any future redetermined SAC 13

charges. 14

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POLICY OBJECTIVE

The City of Roseville enforces the Minnesota State Building Code, which is the minimum construction 16

standard throughout all of Minnesota. Metropolitan Council Environmental Services operates the 17

regional wastewater collection and treatment system for the seven-county metro area. User fees, 18

known as SAC fees, are collected from new development to cover the entire cost of wastewater 19

operations, including maintenance, replacement, and upgrades to the physical infrastructure of the 20

system. 21

BUDGET IMPLICATIONS

None 23

RACIAL EQUITY IMPACT SUMMARY

25 There are no racial equity impacts related to this request.

STAFF RECOMMENDATION 26

- Authorize the Mayor and City Manager to execute the Sewer Availability Charge Agreement with 27
- Take 5 Carwash. 28

REQUESTED COUNCIL ACTION

Authorize the Mayor and City Manager to execute the Sewer Availability Charge Agreement with 30

Take 5 Carwash. 31

Prepared by:

Attachments:

David Englund, Building Official
A: Sewer Availability Charge Agreement
B: Metropolitan Council SAC determination

SEWER AVAILABILITY CHARGE AGREEMENT

THIS AGREEMENT is entered into this _____ day of May, 2023, by and between Boing US Holdco, Inc., a Delaware business corporation, d/b/a Take 5 Carwash (the "Developer"), and the City of Roseville, a Minnesota municipal corporation (the "City") (each a "Party" and together the "Parties").

RECITALS

A. Developer is the fee owner of certain real property located at 1701 County Road C, Roseville, Ramsey County, Minnesota, legally described as follows:

Lot 5, Block 1, Twin Lakes 4th Addition, Ramsey County, Minnesota.

(the "Property").

- B. Developer intends to redevelop the Property for the purposes of constructing and operating a vehicle wash facility using an on-site water reclaim system in order to reduce the amount of water used by the vehicle wash facility.
- C. The Metropolitan Council Environmental Services ("MCES") has reviewed the Developer's application regarding Sewer Availability Charge ("SAC") requirements related to the Property and its development.
- D. MCES determined that the standard charge for a vehicle wash facility project would be 58 SAC units, but, with the water reclaim system used by Developer in place, MCES would reduce the charge accordingly to 15 SAC units.
- E. The City and the Developer now desire to enter into this Agreement setting forth certain requirements and obligations relating to the payment of SAC and other agreements and obligations related to the Property.

NOW, THEREFORE, in consideration of the mutual covenants and considerations contained herein, the parties agree as follows:

- 1. <u>City Inspection of Plumbing.</u> In addition to all other necessary inspections related to the construction of the building on the Property, the Developer agrees that the City will inspect the construction of the vehicle car wash facility and its plumbing for purposes of inspecting the water reclaim system. The Developer expressly waives any claim of trespass against the City for entry onto the Property for the purpose of conducting its inspection or inspections.
- 2. Water Usage Records. The City agrees that it will monitor the Property's water usage records.
- 3. <u>Backflow Prevention Testing.</u> The Developer will comply with the City's Backflow Prevention testing program, requiring annual testing of backflow devices.

- 4. Redesignation of SAC. The Developer agrees that, in the event the Property's water usage records show a change in water usage, a redetermination of the SAC units will be made by MCES, and the City shall submit the SAC unit change to Developer. A change in water usage includes the removal of the water reclaim system or the water reclaim system not operating as originally designed. The City will notify the Developer in writing of any changes to the SAC. The Developer agrees to pay the SAC charges as redetermined by MCES.
- 5. <u>Binding Effect.</u> This Agreement shall be recorded in the land records of Ramsey County. The provisions of this Agreement shall run with the land and shall be binding upon and benefit the parties and their successors and assigns. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall release the Developer from the terms of this Agreement unless the City expressly so releases the Developer in a signed writing to be recorded in the land records of Ramsey County.
- 6. <u>Amendment.</u> Any amendment to this Agreement must be in writing and signed by all parties and recorded against the property.
- 7. <u>Severability</u>. The provisions of this Agreement are severable, and in the event that any provision of this Agreement is found invalid, the remaining provisions shall remain in full force and effect.
- 8. Any communication which may or shall be given by the City or the Developer under this Agreement shall be deemed as given on the date the same is hand delivered, or the date of receipt, or the date of delivery if deposited in the United States mail, registered or certified, postage prepaid, and addressed as follows:

If to the City:

City of Roseville Attn: City Manager 2660 Civic Center Drive Roseville, MN 55113

With a copy to:

Kennedy & Graven, Chartered

Attn: Rachel Tierney

150 South 5th Street, Suite 700

Minneapolis, MN 55402

If to the Developer:

Boing US Holdco, Inc. Attn: General Counsel

440 S. Church Street, Suite 700

Charlotte, NC 28202

or such other address as either party may give to another party in accordance with this Paragraph.

9. <u>Counterparts.</u> This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

- 10. Non-waiver. Each right, power or remedy conferred, respectively, upon the City or Developer by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City, the Developer at law or in equity, or under any other agreement. Each right, power and remedy set forth in this Agreement may be exercised from time to time as often and in such order as may be deemed expedient by the City or the Developer, as the case may be, and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If either party waives in writing any default or nonperformance by the other party, such waiver shall be deemed to apply only to such event.
- 11. <u>Controlling Law.</u> This Agreement has been made under the substantive laws of the State of Minnesota, and such laws shall control its interpretation.

[Signatures on following pages.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the above date.

	CITY OF ROSEVILLE
	Daniel J. Roe, Mayor
	Patrick Trudgeon, City Manager
STATE OF MINNESOTA COUNTY OF RAMSEY)) ss.)
2023 by Daniel J. Roe and	ment was acknowledged before me this day of, Patrick Trudgeon, the Mayor and City Manager, respectively, of the ota municipal corporation, on behalf of the City.
Notary Public	

BOING US HOLDCO, INC. dba Take 5 Carwash

By: Anthony Winchester, Vice President – Legal, Real Estate

By: Author Windull

STATE OF NORTH CAROLINA) ss. COUNTY OF MECKLENBURG)

The foregoing instrument was acknowledged before me this 9th day of May, 2023 by Anthony Winchester, the Vice President – Legal, Real Estate, of Boing US Holdco, Inc., a Delaware business corporation, d/b/a Take 5 Carwash, on behalf of the Developer.

Notary Public EXP: 1-6-2028

CRYSTAL M. CAMPBELL
NOTARY PUBLIC
Mecklenburg County
North Carolina

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered 150 South Fifth Street, Suite 700 Minneapolis, Minnesota 55402-1299

Telephone: 612-337-9300

MCES USE: Letter Reference: 220624A8 Address ID: 756558 Payment ID: 459323

B22-0415

Attachment B Date of Determination: 06/24/22 **Determination Expiration:** 06/24/24

Project Name: Take 5 Car Wash **Project Address:** 1743 County Road C

City Name: Roseville

Applicant: Rosa Morquecho, Rogue Architects

Special Notes: The SAC determination is based on the Metropolitan Council Environmental Service's (MCES) understanding that the proposed vehicle wash facility will utilize an on-site water reclaim system thus reducing the discharge to the metropolitan sanitary sewer system. This understanding is based on the attached letter from Jorge Planta, Boing Us Holdco, Inc, stating that the facility is committed to the installation and continued operation and maintenance of the reclaim system. It also states that the facility cannot operate without the reclaim system being in use. It is also our understanding that the City shall inspect all plumbing systems associated with said vehicle wash facility to verify that no cross-connections to the water supply system exist so that the reclaim system can be bypassed, and the wash facility cannot be operated without reclaimed water use.

The MCES reserves the right to request and obtain water usage records from the City to verify the operation of the water reclaim system. If our evaluation of these water records indicates that the reclaim system is not operating as originally designed, a redetermination of SAC shall be made. If it is found that there is a shortage in the amount of SAC collected for this project, the City will be required to submit the appropriate SAC payment to reflect actual water usage and facility operation. The City may be called upon to inspect the facility to verify that no interconnections between fresh water supply and the reclaim system exist. If for some reason the Owner, either present or future Owner(s), of the vehicle wash facility withdraws the usage of the water reclaim system, or the City cannot accept the terms of this letter, the project should be charged 58 SAC units. This SAC determination assumes the use of the same wash equipment as originally proposed and an average water usage of 78.50 gallons/vehicle.

Charge Calculation:

Fixture Units: 7 fixture units @ 17 fixture units / SAC = 0..41

Conveyor/Pull Through Car Wash: 1 bay x 20.3 gallons / wash x 200 cars / day @ 274 gallons / SAC = 14.82

Total Charge: 15.23 or 15.00

Credit Calculation:

None

Total Credit:

15 SAC Due Net SAC: 15.00

The business information was provided to MCES by the applicant at this time. It is the City's responsibility to substantiate the business use and size at the time of the final inspection. If there is a change in use or size, a redetermination will need to be made. If you have any questions email me at: toni.janzig@metc.state.mn.us.

Thank you,

Toni Janzig

SAC Technician

Please visit our SAC website by going to: http://www.metrocouncil.org/SACprogram





April 12, 2022

To Who It May Concern:

In regards to Take 5 Carwash and the SAC Requirements for reclaim carwash systems:

- 1. The City of Roseville will complete plumbing and building inspections on the new construction of the carwash to insure the equipment is installed so that no cross-connections or bypass features exist that would allow the wash system to function without the use of the reclaim water.
- 2. The property owner will be responsible for complying with the City's Backflow Prevention testing program, which requires annual testing of backflow devices.
- 3. The City of Roseville will provide water usage records to MCES upon request.

Don't hesitate to contact me if you have further questions.

Sincerely,

Amy Bahe
Building Inspector, City of Roseville
Amy.bahe@cityofroseville.com
651-792-7081



April 29, 2022

Metropolitan Council, Environmental Services 390 Robert Street North St. Paul, MN 55101-1805

RE: SAC Reclaim Requirements for Boing US Holdco, Inc. dba Take 5 Carwash ("Boing") at 1743 County Road C, Roseville, MN ("Facility")

To Whom It May Concern,

Please accept this letter as confirmation that Boing US Holdco, Inc. hereby agrees to the following requirements:

- 1. Boing is committed to continued use of the reclaim process;
- 2. The Facility will not, and cannot, operate without the reclaim system;
- 3. Boing will, if required by the City, pay for an independent plumber to inspect the Facility.

Best regards,

Boing US Holdco, Inc.

Jorge flanta
By: 35643B3C0C0B4CD...

Jorge Planta, Vice President of Real Estate Development





April 26, 2022

Site: Take 5 Car Wash - Roseville, MN

Wash Info: NCS (Tunnel)
Subject: Water Usage Information
To Whom It May Concern:

The PurWater Recovery System has been engineered and designed specifically with the Professional Car Wash Operator in mind and incorporates the same innovative, cutting edge technology the industry has come to expect from PurClean. Modular in design, the PurWater System platform provides a simplified approach that allows the system to be easily adapted to meet the needs and requirements of the targeted wash facility and eliminates the confusion typically associated with water recovery.

NCS- Tunnel

It is a commonly used number that you will lose 6 gallons to evaporation and carry out. Using 78.5 gallons total (reclaim, RO, RO reject and freshwater) per vehicle will put you at 80.28% reclaim which should be a good balance of wash quality and conservation. With your chemical applications and final rinse applications at 20.3 gallons per vehicle, all your undercarriage, and all cloth applications running on reclaimed water you will be at 14.3 gallons per vehicle going to sewer.

Water Use Per Vehicle

- evaporation and carry out 6 gallons
- chemical application and final rinse (RO, RO reject and freshwater) 20.3 gallons
- undercarriage and wash applications running on reclaim water 58.2 gallons
- at maximum going to sewer 14.3 gallons of reclaim water

Summary

- Total of 78.5 gallons of water used per vehicle
- 20.3 gallons of RO, RO reject and freshwater for chemistry
- 58.2 gallons of water for the wash / recycle
- 6 gallons of water lost to evaporation and carry out
- 14.3 gallons going to the sewer calculates to 80.28% reclaim

Total Gallons to Sewer Daily (estimated at 300 cars per day count)

14.3 gallons per vehicle going to sewer (estimated 300 cars per day) total to sewer per day 4,290 gallons

Total Gallons Freshwater, RO & Reject used (estimated at 300 cars per day count)

20.3 gallons per vehicle which includes freshwater, RO & RO Reject (estimated 300 cars per day) total freshwater used per day is 6,090 gallons

Best Regards,

Steven Samudio Technical Sales Manager

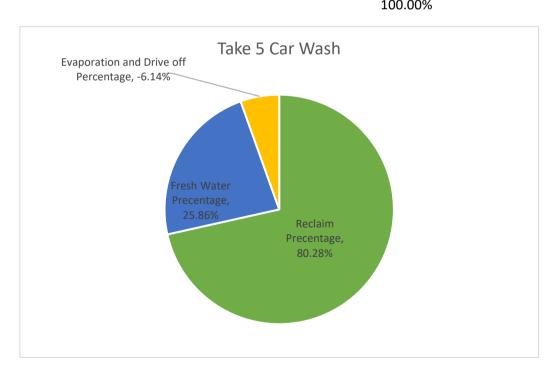
Steven Samudio

PurClean

Take 5 Car Wash - Roseville, MN

Application	Gallons Used	Fresh/Reclaim
RS-1000 Evolution Top Brush (94" Electric)	2	Reclaim
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RS-301 High Side Washer	6.5	Reclaim
RS-400T Lower Detail Washer w/ 45" Core (ELECTRIC)	2.5	Reclaim
RS-701 SuperFlex - Long Arm Design	8.5	Reclaim
BW100-P Bumper Pre-Soak (Front and Rear)	3	Reclaim
BB-200 Bumper Blaster	15.7	Reclaim
Magnum Wheel Blaster Arch - 9 Nozzle	18	Reclaim
Full Foaming Manifold	6	Fresh
Full Non-Foaming Manifold - Water Only	7.8	Fresh
Rain Manifold with Mounting Bars	6.5	Fresh

	Total Usage	78.5
Evaporation and Drive Off Gallons		-6.0
Fresh Water Usage Gallons		20.30
Reclaim Water Usage Gallons		58.2
Reclaim Precentage		80.28%
Fresh Water Precentage		25.86%
Evaporation and Drive off Percentage		-6.14%
		100 00%



513 Main Street Suite 300 Fort Worth, Texas 76102 Office: 817.820.0433 Fax: 682.224.8917 roguearchitects.com



March 18, 2022

SAC 390 North Robert Street St. Paul, MN 55101 P. 651.602.1421 SAC 651.602.1770

Proposed job address: 1743 County Rd C Roseville, MN 55113

City Comments - Revision 1 Response

- C) Detailed Plumbing Plans that show/highlight (Please label each item on plan)
 - 1. Reclaim Tanks.
 - Response: Reclaim tanks have been identified on drawing sheet P502 and marked with "C-1".
 - 2. Method of connection to sanitary sewer.
 - Response: Sanitary sewer connection is shown on drawing sheet P502 and on sheet P102. Methods of connection can be found in civil utility drawings .Called out with "C-2".
 - 3. Location and size of reclaim supply line.
 - Response: Location and size of reclaim system supply line is shown on drawing sheet P501 and P200 and is called out with "C-3".
 - 4. Location, elevation, and size of interconnection(s) between tanks.

 Response: Interconnection between tanks is shown on drawing sheet P502 and P102. Called out with "C-4".
 - 5. Freshwater supply line from the entrance into building to equipment connections. Response: Fresh water supply line shown on drawing sheet P501 and P200. Called out with "C-6".
 - 6. Size of freshwater supply line (should be sized so that it is insufficient to deliver adequate water pressure to operate wash system without reclaim system)
 - Response: Fresh water supply line has been configured so that fresh water is not available for car wash unless reclaim system is active and working. See drawing sheet P501.
 - 7. Freshwater supply line showing connection to a separate manifold that feeds fresh water only during appropriate cycles.
 - Response: Fresh water has been configured so that only a ¾" line used for priming is available for that purpose only unless reclaim system is active and working. Called out with "C-7" on sheet P501.
 - 8. Plan must include sufficient detail to show that no cross-connections or bypass features exist which would allow the wash system to function without reclaim water.

Response: Fresh water supply line has been configured so that fresh water is not available for car wash unless reclaim system is active and working. See drawing sheet P501. Called out as "C-8".

E) Detailed floor plan of wash area that shows and identifies each piece of equipment in wash bay.

Response: See A102 Equipment Plan for a detailed floor plan of each equipment piece in the wash bay.

Feel free to contact me with any questions or concerns.

Sincerely,

Kim Tran Senior Project Manager 817.529.6884