

**City of Grant
City Council Agenda
February 5, 2013**

The regular monthly meeting of the Grant City Council will be called to order at 7:00 o'clock p.m. on Tuesday, February 5, 2013, in the Grant Town Hall, 8380 Kimbro Ave. for the purpose of conducting the business hereafter listed, and all accepted additions thereto.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF REGULAR AGENDA**
4. **APPROVAL OF CONSENT AGENDA**
 - A. January 8, 2013 City Council Meeting Minutes
 - B. Bill List, \$39,149.97
 - C. Washington County Sheriff, July-December 2012, \$54,774.45
 - D. 2013 Tort Liability, City DOES NOT Waive Monetary Limits
 - E. Resolution No. 2013-03, Washington County All-Hazard Mitigation Plan
 - F. Resolution No. 2013-06, Schmidt Lot Line Adjustment
 - G. Resolution No. 2013-07, Kelley Lot Line Adjustment
5. **PUBLIC INPUT**
6. **STAFF REPORTS**
 - A. City Engineer, Phil Olson
 - i. January Staff Report
 - B. City Planner, Jennifer Haskamp
 - i. January Staff Report
 - C. City Attorney, Nick Vivian
 - i. Harmony Horse Farm Enforcement
 - ii. Resolution No. 2013-04, Approving JPA with State of Minnesota/BCA
 - iii. Joint Powers Agreement with State of Minnesota/BCA
 - iv. Court Data Services Subscriber Amendment to CJDN Subscriber Agreement
 - v. January Staff Report
 - D. Building Inspector, Jack Kramer (report for January building activities)
7. **NEW BUSINESS**

- A. City Policy for Public Comments, Mayor Carr
- B. Reconsideration of Deputy Mayor Appointment, Mayor Carr
- C. Joint City Council/Planning Commission Work Session Recap, Mayor Carr
- D. Emergency Siren Locations, Council Member Lobin
- E. Town Crier Meetings, Council Member Lobin
- F. City Policy for Town Hall Community Meetings, Mayor Carr
- G. Consideration of City Meeting Procedures, Mayor Carr
- H. Resolution No. 2013-05, Dedicated Funds for Town Hall and County Road 68 Overlay Sharon Schwarze
- J. Charter Commission Discussion, Mayor Carr

8. **OLD BUSINESS**

- A. Appointments for Brushing, Mowing and Tree Service, Council Member Huber

9. **DISCUSSION ITEMS**

- A. City Council Reports (any updates from Council)
- B. Other Discussion Items (any updates from staff)

10. **COMMUNITY CALENDAR FEBRUARY 6 THROUGH FEBRUARY 28, 2013:**

City Council Goal Setting Session, Tuesday, February 12, 2013, Town Hall, 7:00 p.m.

Mahtomedi Public Schools Board Meeting, Thursday, February 14, 2013, Mahtomedi District Education Center, 7:00 p.m.

Stillwater Public Schools Board Meeting, Thursday, February 14, 2013, Stillwater City Hall, 7:15 p.m.

Washington County Commissioners Meeting, Tuesdays, Government Center, 9:00 a.m.

Planning Commission Meeting, Tuesday, February 19, 2013, Town Hall, 7:00 p.m.

11. **ADJOURNMENT**

I. **GUIDELINES FOR CONDUCT AT GRANT CITY MEETINGS**

- 1. Public input (agenda item) and public comment during agenda items will be addressed as time allows and individuals must be recognized by the Meeting Chair prior to making comments.

2. Any individual addressing the Council will approach the microphone and clearly state their name and full address.
3. Comments and reading of written statements shall be limited to two (2) minutes. You are encouraged not to be repetitious of comments made by any previous speakers.
4. No personal attacks are allowed during any public input, public comment or public hearings.

II. PUBLIC INPUT –AGENDA ITEM

Citizens may share their comments or concerns on any issue not on the agenda that is the responsibility of the Grant City Council. It is the portion of the Council meeting to address the Council or on subjects that are not on the meeting agenda. The Council will not comment during the public input agenda item. The Council may later in the meeting give direction to staff regarding investigation of the concerns expressed. Out of respect for others in attendance, comments are limited to two (2) minutes or less. Citizens will state their name and full address clearly for the record. All comments/questions shall be posed to the Mayor and Council, no comments or questions may be directed to staff. A simple picture or diagram may be accepted for viewing. No presentations or audio/visual materials will be allowed during public input. These types of presentations will follow the Agenda Item Policy.

III. PUBLIC COMMENT – DURING AGENDA ITEMS

Citizens may share their comments or concern on a specific agenda item if called upon by the City Council. This is the portion of the Council meeting that citizens may comment on an individual agenda item if called on to do so. All comments must be addressed to the Mayor and Council and name and full address must be stated clearly. If the agenda item has had a public hearing, this will not be a continuation of that hearing.

CITY OF GRANT
MINUTES

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DATE : January 8, 2013
TIME STARTED : 7:03 p.m.
TIME ENDED : 10:01 p.m.
MEMBERS PRESENT : Councilmember Bohnen, Fogelson, Huber, Lobin and Mayor Carr
MEMBERS ABSENT : None

Staff members present: City Attorney, Nick Vivian; and Administrator/Clerk, Kim Points

CALL TO ORDER

Mayor Carr called the meeting to order at 7:03 p.m.

PLEDGE OF ALLEGIANCE

OATH OF OFFICE, TINA LOBIN, JEFF HUBER AND TOM CARR

The oath of office was administered to Tina Lobin, Jeff Huber and Tom Carr.

SETTING THE AGENDA

Council Member Huber moved to approve the agenda as presented. Council Member Bohnen seconded the motion. Motion carried unanimously.

CONSENT AGENDA

- Bill List, \$47,155.63 Approved
- KEJ Inc., Snow Removal and Sign Replacement, \$18,487.50 Approved
- 2012 Pay Equity Report Approved

Council Member Huber moved to approve the Consent Agenda, as presented. Council Member Bohnen seconded the motion. Motion carried unanimously.

2012 YEAR END REVIEW, MAYOR TOM CARR

Mayor Carr provided a 2012 year-end review noting it was a good year. More road shouldering was completed, an emergency siren was installed and the dry hydrant was repaired. He thanked everyone for all their help in accomplishing those tasks.

1 Council Member Huber commended the Council Members present and stated Mr. Dan Potter did a
2 great job on the Council and saved the City some dollars. He stated he hopes that the new Council
3 continues with that. The 2013 Levy is again low and the City can be proud of that. The Road
4 Commissioner did an outstanding job on the roads the past year.

5 6 **PUBLIC COMMENT**

7
8 Mayor Carr advised guidelines for public input are posted on the agenda and they are better defined.
9 The Council will review a policy relating to public input, public comment and public hearings at the
10 February Council meeting. He read the guidelines and stated the City is going to follow them.

11 Mr. Loren Sederstrom, 9330 107th Street, came forward and provided a year end update of the All
12 Around Grant show. He noted he has reapplied to be the Cable commissioner and asked Council
13 Members to abstain for appointments they may be nominated for.

14 Mr. Larry Lanoux, Keswick Avenue, came forward and thanked Mayor Carr for his years of service
15 and congratulated Council Member Lobin on the election.

16 Ms. Joyce Welander, 83rd Street, came forward and stated she wrote 43 burn permits last year and
17 encouraged residents to contact Fire Departments and the Sheriff's Department if they are burning
18 when a permit is not required.

19 Mr. Bob Tufty, 6365 Jasmine, came forward and added that common sense says to call the Fire
20 Department and Sherriff's Department when a burn occurs when a permit is not needed, typically
21 during the winter when there are three or more inches of snow on the ground.

22 23 **STAFF REPORTS**

24 25 **City Engineer, Phil Olson**

26
27 **Staff Report** -- A report from City Engineer Olson was provided for December 2013 engineering
28 activities to be placed on file.

29 30 **City Planner, Breanne Rothstein**

31
32 **Staff Report** -- A report from City Planner Rothstein was provided for December 2012 planning
33 activities to be placed on file.

34 35 **City Attorney, Nick Vivian**

36
37 **December Staff Report** -- A verbal report was provided from City Attorney Vivian for December
38 2012 Legal activities.

39
40 **Building Inspector, Jack Kramer** -- A report was from Building Inspector Kramer was provided for
41 December 2012 to be placed on file for review.

42 43 **NEW BUSINESS**

1
2 **December 4, 2012 City Council Meeting Meeting Minutes – Council Member Fogelson moved to**
3 **approve the December 4, 2012 Meeting Minutes, as presented. Council Member Bohnen**
4 **seconded the motion. Motion carried with Council Member Lobin abstaining.**
5

6 **December 28, 2012 Special City Council Meeting Minutes – Council Member Huber moved to**
7 **approve the December 28, 2012 Special City Council Meeting Minutes, as presented. Council**
8 **Member Bohnen seconded the motion. Motion carried with Council Member Fogelson and**
9 **Lobin abstaining.**
10

11 **Resolution No. 2013-02, Dust Control Process – Council Member Bohnen reviewed the proposed**
12 **policy advising it is a copay program for chloride treatment. The proposal allows for approximately**
13 **10% of the chloride budget to be used with residents that get their own dust control. The ultimate**
14 **goal is to extend the chloriding to 25 miles within the City. He explained the neighborhood process**
15 **noting it must be done early every year. Language could be put in the policy to allow some leeway to**
16 **the Road Commissioner relating to the first come first serve basis on participation. The City can do**
17 **the best job possible to accommodate and the program can be reevaluated after this year.**
18

19 **Council Member Bohnen moved to adopt Resolution No. 2013-02, as presented. Council**
20 **Member Lobin seconded the motion. Motion carried unanimously.**
21

22 **Ordinance No. 2013-28, 2013 Fee Schedule – Mayor Carr advised there are no real changes. The**
23 **fee for a driveway permit has been added.**
24

25 Council Member Bohnen clarified the grading permit language on the fee schedule.
26

27 **Council Member Fogelson moved to approve Ordinance No. 2013 – 28, as presented. Council**
28 **Member Huber seconded the motion. Motion carried unanimously.**
29

30 **Resolution No. 2013-01, Summary Publication of 2013 Fee Schedule – Mayor Carr advised**
31 **Resolution No. 2013-01 authorizes a summary publication of the fee schedule ordinance.**
32

33 **Council Member Huber moved to adopt Resolution No. 2013-01, as presented. Council**
34 **Member Fogelson seconded the motion. Motion carried unanimously.**
35

36 **2013 Meeting Schedule – Administrator/Clerk Points reviewed the proposed calendar noting the**
37 **May 2 Council meeting is a Thursday to accommodate the Local Board of Review meeting.**
38

39 **Council Member Bohnen moved to approve the 2013 Meeting Calendar as presented. Council**
40 **Member Lobin seconded the motion. Motion carried unanimously.**
41

42 **2013 Appointment List – Mayor Carr advised he would like to go through each appointment**
43 **individually.**
44

1 **Mayor Carr moved to appoint Council Member Huber as Deputy Mayor. Council Member**
2 **Lobin seconded the motion.**

3
4 Council Member Bohnen noted Council Member Fogelson does have the most experience and asked
5 if he was interested in Deputy Mayor.

6
7 Council Member Fogelson stated he would like to be Deputy Mayor.

8
9 Council Member Huber indicated Council Member Fogelson being Deputy Mayor is a good idea.

10
11 Mayor Carr withdrew the motion. Council Member Lobin withdrew the second.

12
13 **Mayor Carr moved to appoint Council Member Fogelson as Deputy Mayor. Council Member**
14 **Lobin seconded the motion. Motion carried unanimously.**

15
16 **Council Member Huber moved to appoint Council Member Lobin to Emergency preparedness.**
17 **Council Member Bohnen seconded the motion. Motion carried unanimously.**

18
19 **Mayor Carr moved to appoint Council Member Fogelson to the Metropolitan Council.**
20 **Council Member Bohnen seconded the motion. Motion carried unanimously.**

21
22 Council Member Fogelson advised he would like to continue as newsletter editor.

23
24 Council Member Huber advised he would like to be the newsletter editor.

25
26 **Mayor Carr moved to appoint Council Member Huber as newsletter editor. Council Member**
27 **Lobin seconded the motion. Motion carried with Council Member Fogelson voting nay and**
28 **Council Member Huber abstaining.**

29
30 **Mayor Carr moved to appoint Council Member Bohnen to Road Commissioner. Council**
31 **Member Fogelson seconded the motion. Motion carried With Council Member Bohnen**
32 **abstaining.**

33
34 **Council Member Huber moved to appoint Nick Vivian as City Attorney. Council Member**
35 **Fogelson seconded the motion. Motion carried unanimously.**

36
37 **Mayor Carr moved to appoint Kim Points as Administrator/Clerk. Council Member Huber**
38 **seconded the motion. Motion carried unanimously.**

39
40 **Council Member Bohnen moved to appoint Phil Olson as City Engineer. Council Member**
41 **Fogelson seconded the motion. Motion carried unanimously.**

42
43 **Council Member Huber moved to appoint Jack Kramer as Building Inspector. Council**
44 **Member Fogelson seconded the motion. Motion carried unanimously.**

45

1 **Council Member Bohnen moved to appoint Breanne Rothstein as City Planner. Motion failed**
2 **with no second.**

3
4 Mayor Carr advised he had a conversation with the City's previous planner and a proposal was
5 submitted. Ms. Haskamp is willing to come back with the same job description and at same cost as
6 current planner. He stated he would like to have the previous planner back.

7
8 **Mayor Carr moved to appoint Jennifer Haskamp as City Planner. Council Member Huber**
9 **seconded the motion.**

10
11 Council Member Fogelson suggested the planner appointment be left open until the joint Council
12 Planning Commission work session.

13
14 Council Member Bohnen stated the previous planner resigned because of Planning Commissioners
15 that are still in place. He stated he is uncomfortable with making this decision without talking to her
16 first.

17
18 Mayor Carr indicated he had the same concerns but did talk to Ms. Haskamp and he is comfortable
19 with moving forward.

20
21 Council Member Fogelson stated he has those concerns also. He indicated he believes Ms. Haskamp
22 is better qualified but he would like to see if she can work with the Planning Commission.

23
24 Council Member Huber stated if the Planning Commission cannot work with whom the City Council
25 appoints as the City's professionals that is a problem. The Council makes decisions for the City.
26 Picking the professionals based on the Planning Commission is not the right way to make
27 appointments.

28
29 Mayor Carr stated the City has had issues in the last few months and would like the more experienced
30 planner back.

31
32 Council Member Huber stated he would like to move forward tonight. Everyone is aware that Ms.
33 Haskamp is well qualified and she is a known quantity.

34
35 **Motion carried with Council Member Bohnen and Fogelson voting nay.**

36
37 **Mayor Carr moved to appoint Sharon Schwarze as City Treasurer. Council Member Huber**
38 **seconded the motion. Motion carried unanimously.**

39
40 **Council Member Huber moved to appoint SRAC to Animal Control. Council Member Bohnen**
41 **seconded the motion. Motion carried unanimously.**

42
43 **Council Member Huber moved to appoint Todd Smith as City Assessor. Council Member**
44 **Bohnen seconded the motion.**

1 Council Member Lobin asked why Mr. Smith is in place when the process has to go through the
2 County.

3
4 Council Member Huber stated he had the same questions. Mr. Smith has saved the City some money
5 and has provided good service. There are no quality control issues.

6
7 Council Member Bohnen stated he likes that the assessor is getting paid by the City. Mr. Smith
8 answers to the Council and he likes to think of him as a buffer between the City and the County.

9
10 Mayor Carr stated he is not in favor or a buffer but it is nice that Mr. Smith is the City's mouthpiece.

11
12 Council Member Fogelson stated one of the public meetings with Mr. Smith was not efficient. He
13 stated he would like to appoint the County as the City's assessor.

14
15 **Motion carried with Council Member Fogelson voting nay and Mayor Carr abstaining.**

16
17 **Council Member Bohnen moved to appoint LarsonAllen as City Auditor. Council Member**
18 **Fogelson seconded the motion. Motion carried unanimously.**

19
20 Council Member Huber referred to the brushing services within the City of Grant and stated he is
21 concerned about the amount of snow this year. He is proposing the plowing contractor submit a
22 proposal for brushing, mowing and tree services and keep the other companies for secondary
23 contractors. He stated he is worried about KEJ maintaining economic viability. He would like to see if
24 KEJ would like to bid on the other services.

25
26 City Attorney Vivian noted the City does not have to obtain bids from other contractors as it is a
27 service contract. The City can also neogitate with a specific contractor.

28
29 Council Member Huber clarified that the proposal is to see if KEJ would like to be primary contractor
30 on those services and would like to put a proposal together.

31
32 Council Member Bohnen advised he would schedule a meeting with KEJ.

33
34 Council Member Huber suggested the appointment be interim for brushing, mowing and tree service
35 until a discussion is held and brought back in February.

36
37 **Council Member Bohnen moved to apoint Mike Perron, T.H.E. Company and KEJ to**
38 **brushing. Council Member Fogelson seconded the motion. Motion carried unanimously.**

39
40 **Council Member Fogelson moved to appoint Wells Fargo as Depository. Council Member**
41 **Huber seconded the motion. Motion carried unanimously.**

42
43 **Mayor Carr moved to appoint Bob Tufty and Joyce Welander as Fire Marshalls. Council**
44 **Member Huber seconded the motion. Motion carried unanimously.**

1 Council Member Bohnen moved to appoint T.H.E. Company and KEJ to Roadside Mowing.
2 Council Member Fogelson seconded the motion. Motion carried unanimously.

3
4 Council Member Huber moved to appoint the White Bear Press and St. Croix Valley Lowdown
5 to Newspaper. Motion carried unanimously.

6
7 Council Member Huber moved to appoint Waste Mangement to Recycling. Council Member
8 Fogelson seconded the motion. Motion carried unanimously.

9
10 Council Member Huber moved to appoint Kline Brothers to Road Grading. Council Member
11 Fogelson seconded the motion. Motion carried unanimously.

12
13 Council Member Huber moved to appoint Maroney's to Roadside Trash. Council Member
14 Fogelson seconded the motion. Motion carried unanimously.

15
16 Council Member Huber moved to appoint Washington County to Septic Permits. Council
17 Member Fogelson seconded the motion. Motion carried unanimously.

18
19 Council Member Fogelson moved to appoint KEJ to Snow Plowing. Council Member Bohnen
20 seconded the motion. Motion carried unanimously.

21
22 Council Member Bohnen moved to appoint T.H.E. Company and KEJ to Tree Service. Council
23 Member Fogelson seconded the motion. Motion carried unanimously.

24
25 Council Member Huber moved to appoint Ken Ronnan as Video Technician. Council Member
26 Bohnen seconded the motion. Motion carried unanimously.

27
28 Council Member Huber moved to appoint Council Member Lobin to Animal Control. Mayor
29 Carr seconded the motion. Motion carried unanimously.

30
31 Council Member Huber advised a proposal for website services was distributed to the Council. He
32 asked the Council how to proceed. He suggested the appointment be made as an interim until it is
33 further discussed.

34
35 Council Member Fogelson applauded Council Member Huber for coming forward with the proposal.

36
37 Council Member Huber stated Glenn Larson has done a great job as a volunteer on the website and he
38 invested a lot of time. He reviewed the proposal and cost estimate noting the City needs to have a
39 new web management team moving forward.

40
41 Council Member Bohnen stated he is in full support of moving in a different direction with the
42 website.

43
44 Mr. Brent Larson, Halogen, came forward and provided the background of his company and the
45 proposed website. He noted the proposed system is very easy to use and the most economic platform

1 available. The City will have to determine how they want everything formatted. It will also work
2 with citizens who have dial up connection.

3
4 Council Member Huber noted that the City does control the cityofgrant.com and is in possession of
5 all the content on the current website.

6
7 Mr. Larson provided basic information realting to security, users and the transition to the new
8 platform. There will be a learning curve but the platform is very easy to use. Training is included in
9 the cost of the proposal. No new software will be necessary. On-going costs include software
10 updates and the basic labor fee is \$150 per hour. That will only happen 1-3 times a year. They are
11 available for calls and customer service.

12
13 **Council Member Huber moved to accept the proposal and appoint Halogen as Webmaster.**
14 **Council Membrer Bohnen seconded the motion.**

15
16 Mayor Carr asked if the current webmaster is aware of the proposal. He thanked Council Member
17 Huber for getting the proposal but noted he did not hear anyone say the City should go out for bids.
18 He stated he does not believe this is consistent. The current webmaster is a resident of the City and
19 deserves respect.

20
21 Council Member Huber pointed out the current webmaster could build another City website but
22 platforms are very specific and the City should have a different platform.

23
24 **Motion carried with Mayor Carr voting nay.**

25
26 **Council Member Bohnen moved to appoint Bob Mikkelsen as Investment Advisor. Council**
27 **Member Fogelson seconded the motion. Motion carried unanimously.**

28
29 **Council Member Huber moved to appoint the Administrator/Clerk to the Ballfield. Council**
30 **Member Lobin seconded the motion. Motion carried unanimously.**

31
32 Council Member Huber advised he would like to be the primary Cable Commissioner and is
33 proposing Council Member Bohnen be the alternate.

34
35 Council Member Bohnen stated he doe s appreciate the effort Mr. Sederstrom put into the Cable
36 Commission. He added there is not a lot of communication between Mr. Sederstrom and Council
37 Member Huber. He stated he would work better with Council Member Huber.

38
39 Mr. Loren Sederstrom came forward and stated he has been working on negotiations within the Cable
40 Commission. It is beneficial for his work on the Cable Commission that he also has a cable show on
41 the air. He stated he works well with the whole staff over there. He stated he would like to continue
42 and believes he has done a good job. He added he does not have a problem working with Council
43 Member Huber.

1 Council Member Bohnen moved to appoint Mr. Loren Sederstrom as the Cable Commission
2 alternate. Council Member Fogelson seconded the motion. Motion failed with Council
3 Member Huber, Lobin and Mayor Carr voting nay.

4
5 Mayor Carr moved to appoint Council Member Huber as Cable Commissioner. Council
6 Member Bohnen seconded the motion. Motion carried with Council Member Huber
7 abstaining.

8
9 Mayor Carr moved to appoint Council Member Bohnen as Cable Commissioner alternate.
10 Council Member Huber seconded the motion. Motion carried with Council Member Bohnen
11 abstaining.

12
13 Mayor Carr moved to appoint Joyce Welander to Heritage Preservation. Council Member
14 Fogelson seconded the motion. Motion carried unanimously.

15
16 Mayor Carr moved to appoint Joyce Welander to Roadside Clean Up. Council Member Huber
17 seconded the motion. Motion carried with Council Member Bohnen and Fogelson voting nay.

18
19 **2013 CUP Annual Review List** – Mayor Carr advised the City has not done any annual CUP reviews
20 for a couple of years. He asked if the Council is interested in doing a review. He stated he believes it
21 behooves the City to do reviews. He noted he is not in favor of reviewing every CUP within the City.
22 It is important to have a consistent process.

23
24 Council Member Fogelson stated he is in favor of utilizing the complaint process only in terms of
25 CUP's. If some CUP reviews are conducted, a non-political process that is fair is needed.

26
27 Council Member Huber stated a complaint process doesn't always address safety issues that may
28 occur. He added he does not want neighbors in a position that they have to call on each other and
29 make complaints. The City issues the permits so the City should review compliance in cases relating
30 to safety issues.

31
32 Mayor Carr advised he started the CUP review process for a reason. A CUP reflects what people are
33 doing on their property. The City needs to check on special use permits and it is the City's job to
34 enforce them. This is for any CUP's that can affect safety, welfare and the health of others.

35
36 The Council determined the CUP review process will be on the next meeting agenda as well as
37 options on how to implement the process.

38
39 **Approval of Administrator/Clerk Job Description** – Mayor Carr referred to the job description that
40 was provided in the Council packets noting the Clerk is already performing all those job functions.

41
42 Mayor Carr moved to approve the Administrator/Clerk job description, as presented. Council
43 Member Huber seconded the motion. Motion carried unanimously.

1 **Administrator/Clerk Salary Increase** – Mayor Carr noting there was nothing in the Council packet
2 relating to this item.

3
4 City Treasurer Schwarze came forward and provided the budget information relating to the Clerk.
5 She noted with the promotion it may be the appropriate time to increase the salary.

6
7 Council Member Bohnen advised the Council did discuss a \$5,000 increase at the meeting in
8 November.

9
10 Council Member Huber stated a discussion was also held regarding changing the payment to salary so
11 all payroll reports are the same every month.

12
13 Council Member Bohnen stated he believes the Clerk is subjected to a lot of public scrutiny and he
14 agrees with Council Member Huber regarding payment in the salary form. He stated he believes it
15 would create a better work environment.

16
17 Council Member Fogelson agreed with the position being a salaried position and noted he thinks it is
18 a full time position.

19
20 **Mayor Carr moved to approve the Administrator/Clerk salary in 2013 of \$52,000 paid on a**
21 **monthly basis. Council Member Bohnen seconded the motion. Motion carried unanimously.**

22
23 **Video Technician Salary Increase, Mayor Carr** – Mayor Carr reviewed the staff report requesting a
24 raise for the Video Technician in the amount of \$1.00 per hour.

25
26 **Mayor Carr moved to approve the Video Technician salary increase in the amount of \$1.00 per**
27 **hour. Council Member Huber seconded the motion. Motion carried unanimously.**

28
29 **Schedule 2013 Council Goal Setting Session** – Mayor Carr advised there have been requests to have
30 a goal setting session to discuss what the Council would like to work on. He asked if the Council
31 would like to schedule a meeting for that purpose.

32
33 It was the consensus of the Council that a goal setting session would be scheduled based on dates
34 being provided by staff.

35
36 **OLD BUSINESS**

37
38 **Public Input, Mayor Carr** – Mayor Carr read the guidelines for public input. He stated it was not
39 followed in this meeting and the City is not going to do this anymore. He apologized to Mr. Huber
40 for not stopping the inappropriate comments that were made earlier in the meeting. He stated City
41 meetings are not the place for that. If a citizen has a formal complaint it should be sent to the City.

42
43 **DISCUSSION ITEMS**

1 **City Council Reports** – Mayor Carr stated there are no Planning Commission applications in but the
2 PC would still like to have a January meeting. There is a joint work session on January 24. He stated
3 he does not believe there should be a January PC meeting.

4
5 It was the consensus of the Council that the January Planning meeting would be cancelled.

6
7 Council Member Bohnen advised a dust control policy was approved this evening. He asked that any
8 residents interested in the program should contact him or the City.

9
10 Council Member Bohnen referred to snow plowing and stated the complaints received have been
11 ridiculous. Eighteen inches of snow fell in one storm and a not all vehicles are made to drive in that.
12 The plows were unable to plow in some areas because of vehicles that were stuck in the roadways.

13
14 Council Member Huber stated he will be working with Halogen on a daily basis. He requested
15 Council Member Bohnen begin working on some road facts to post on the new website.

16
17 City Treasurer Schwarze stated she spoke with Investment Advisor Mikkelsen today. There bank has
18 recently been much more responsive to him as he found someone new to work with. He did speak to
19 the LMC investment advisor and they are getting a higher rate for investments but that is short term.

20
21 Mayor Carr noted the tour of the school is scheduled for January 22, 2013 at 4:00 p.m.

22
23 **Staff Reports (any updates from Staff)** – Administrator/Clerk Points referred to the proposed
24 comprehensive plan amendment for the City of Mahtomedi. The Council advised they had no
25 comments on the planned amendment.

26
27
28 **COMMUNITY CALENDAR JANAUARY 9 THROUGH JANUARY 31, 2013:**

29
30 **Mahtomedi Public Schools Board Meeting, Thursday, January 10, 2013, Mahtomedi District**
31 **Education Center, 7:00 p.m.**

32
33 **Stillwater Public Schools Board Meeting, Thursday, January 10, 2013, Stillwater City Hall,**
34 **7:15 p.m.**

35
36 **Washington County Commissioners Meeting, Tuesdays, Washington County Government**
37 **Center, 9:00 a.m.**

38
39 **City Council/Planning Commission Work Session, Thursday, January 24, 2013, Town Hall,**
40 **7:00 p.m.**

41
42 **ADJOURN**

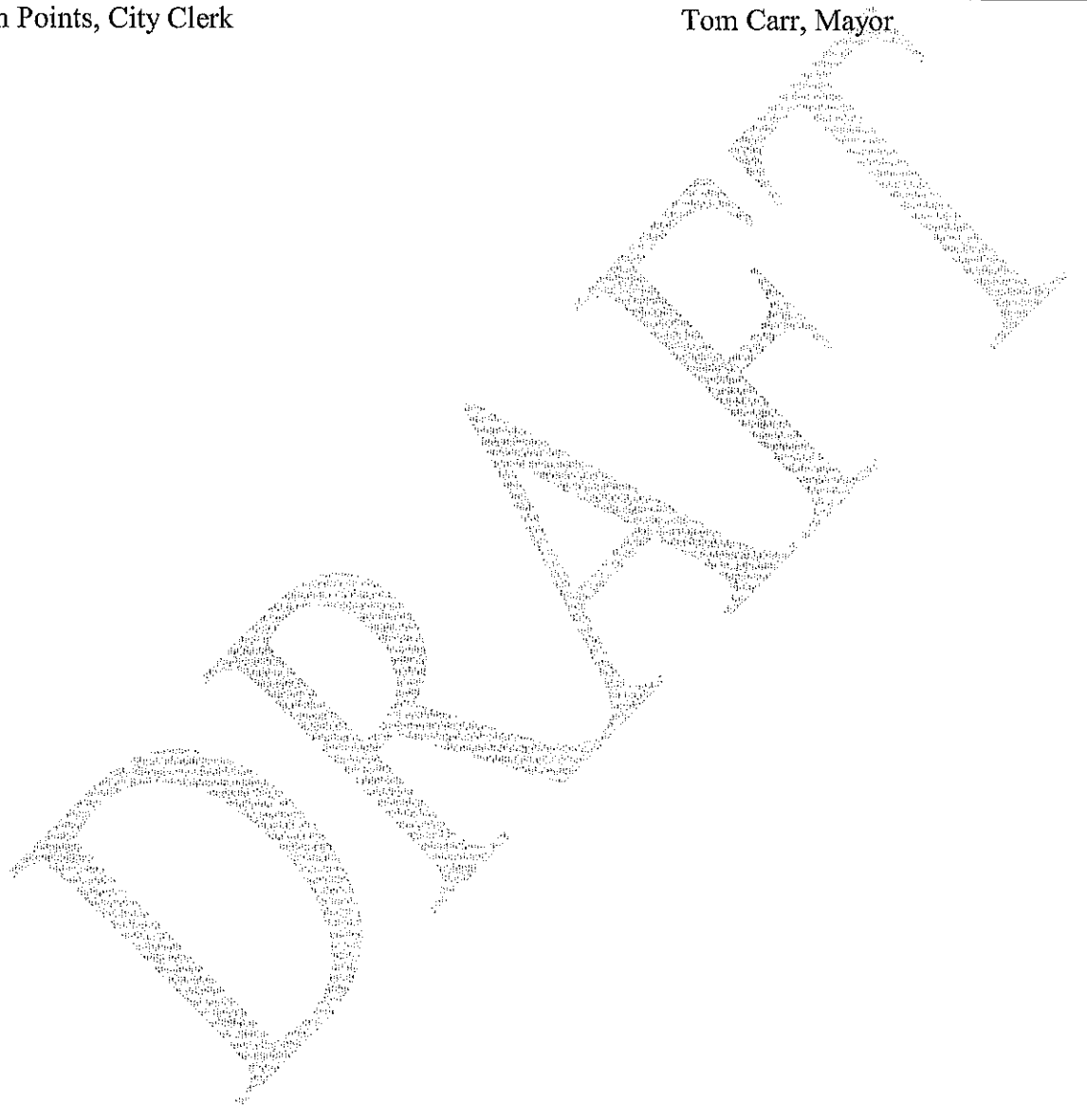
43
44 **There being no further business, Council Member Fogelson moved to adjourn at 10:01 p.m.**
45 **Council Member Huber seconded the motion. Motion carried unanimously.**

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These minutes were considered and approved at the regular Council Meeting February 5, 2013.

Kim Points, City Clerk

Tom Carr, Mayor



Disbursements List

City of Grant

Date range: 01/10/2013 to 01/29/2013

Vendor	Date	Check #	Total	Description	Void	Account #	Detail
Payroll Period Ending 01/28/2013	01/28/2013	11975	\$3,171.64		No	100-41101-100	\$3,171.64
KEJ Enterprises	01/28/2013	11976	\$6,775.00	Snow Removal/Sand Salt	No	100-43110-300 100-43113-300	\$1,125.00 \$5,650.00
Washington County Sheriff	01/28/2013	11977	\$54,774.45	Jul-Dec 2012 Services	No	100-42001-300	\$54,774.45
AirFresh Industries	01/28/2013	11978	\$133.91	PortaPot	No	100-43007-210	\$133.91
Xcel Energy	01/28/2013	11979	\$378.53	Utilities	No	100-43004-381 100-43010-381 100-43117-381	\$282.35 \$10.97 \$85.21
Lyle Signs, Inc.	01/28/2013	11980	\$6,038.40	Sign Replacement	No	100-43110-330	\$6,038.40
Shermill Reid Animal Control	01/28/2013	11981	\$90.00	Animal Control/Inv 2012-4	No	100-42006-300	\$90.00
Washington County Sheriff	01/28/2013	11982	\$321.94	2013 Code Red Fee	No	100-42001-300	\$321.94
CenturyLink	01/28/2013	11983	\$163.94	City Phone	No	100-41309-321	\$163.94
Washington County Transportation	01/28/2013	11984	\$3,516.85	Snow and Ice Control	No	100-43113-210	\$3,516.85
Sprint	01/28/2013	11985	\$34.57	City Cell Phone	No	100-43116-321	\$34.57
Press Publications	01/28/2013	11986	\$92.00	legals	No	100-41308-351	\$92.00
M.J. Raleigh Trucking	01/28/2013	11987	\$875.00	gravel	No	100-43113-210	\$875.00
Kevin Johnson	01/28/2013	11988	\$85.50	Video Services	No	100-41318-300	\$85.50
Waste Management	01/28/2013	11989	\$4,347.38	Recycling	No	100-43011-384	\$4,347.38
MN Department of Labor & Industry	01/28/2013	11990	\$479.03	Cont#15802163060	No	100-42005-520	\$479.03
WSB & Associates	01/28/2013	11991	\$1,552.00	Engineering	No	100-41203-300 100-41209-300 100-43102-300 844-49310-300 845-49310-300 849-49310-300 850-49310-300	\$415.00 \$222.50 \$158.00 \$89.00 \$89.00 \$311.50 \$267.00
Eckberg Lammers	01/28/2013	11992	\$4,466.97	Legal Services	No	100-41204-300 100-41205-300 100-41206-300 801-49310-300	\$1,629.40 \$285.20 \$1,542.12 \$220.50

City of Grant

Disbursements List

01/29/2013

<u>Vendor</u>	<u>Date</u>	<u>Check #</u>	<u>Total</u>	<u>Description</u>	<u>Void</u>	<u>Account #</u>	<u>Detail</u>
Croix Valley Inspector	01/28/2013	11993	\$3,093.09	Building Inspector	No	844-49310-300	\$540.00
PERA	01/28/2013	11994	\$584.95	PERA	No	849-49310-300	\$249.75
IRS	01/28/2013	EFT32	\$1,045.41	Payroll Taxes January	No	100-42004-300	\$3,093.09
Swanson Haskamp Consulting	01/29/2013	11995	\$1,903.86	Planning	No	100-41102-120	\$314.14
						100-41113-100	\$270.81
						100-41103-100	\$331.48
						100-41107-100	\$382.45
						100-41110-100	\$268.65
						100-41112-100	\$62.83
						100-41209-300	\$775.00
						850-49310-430	\$322.00
						851-49310-430	\$806.86

Total For Selected Checks

\$93,924.42

\$93,924.42



WASHINGTON CTY SHERIFF
 15015 62ND ST N
 PO BOX 3801
 STILLWATER MN 55082

INVOICE	
Invoice Number:	74394
Account Number:	27164
Due Date:	02/14/13
Amount Enclosed:	\$ _____
Federal Tax Id: 41-6005919	

TO: GRANT CITY
 PO BOX 577
 WILLERNIE MN 55090

Please return top portion with payment. Thank You.

Invoice					
Date	Type	Number	Due Date	Remark	Amount
01/15/13	RI	74394 001	02/14/13	JUL-DEC 2012 POLICE SERVICES	54,774.45
I declare under the penalties of law that this account claim or demand, is just and correct and no part of it has been paid.				Invoice Total	\$54,774.45
Please make check payable to Washington County and mail to the address above.				Sales Tax	\$0.00
<i>Jenny Arbogast 651-430-7844</i>				Balance Due	\$54,774.45

LEAGUE OF MINNESOTA CITIES INSURANCE TRUST

LIABILITY COVERAGE – WAIVER FORM

Cities obtaining liability coverage from the League of Minnesota Cities Insurance Trust must decide whether or not to waive the statutory tort liability limits to the extent of the coverage purchased. The decision to waive or not to waive the statutory limits has the following effects:

- *If the city does not waive the statutory tort limits*, an individual claimant would be able to recover no more than \$500,000. on any claim to which the statutory tort limits apply. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether or not the city purchases the optional excess liability coverage.
- *If the city waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could potentially recover up to \$1,500,000. on a single occurrence. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$1,500,000., regardless of the number of claimants.
- *If the city waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

This decision must be made by the city council. **Cities purchasing coverage must complete and return this form to LMCIT before the effective date of the coverage.** For further information, contact LMCIT. You may also wish to discuss these issues with your city attorney.

_____ accepts liability coverage limits of \$_____ from the League of Minnesota Cities Insurance Trust (LMCIT).

Check one:

- The city **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minnesota Statutes 466.04.
- The city **WAIVES** the monetary limits on tort liability established by Minnesota Statutes 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of city council meeting _____

Signature _____ Position _____

Return this completed form to LMCIT, 145 University Ave. W., St. Paul, MN. 55103-2044

Grant City Clerk

Good Afternoon,

Many of you have not heard from me for a few months now – probably not since last spring. I did have my baby girl in May and took a few weeks off to enjoy her and the chronic sleep deprivation that comes with newborns. Fortunately, my sons adore her.....so far.

I wanted to let you all know that the Washington County All-Hazard Mitigation Plan you helped update has been approved by the State and by the Federal Emergency Management Agency (FEMA) with one contingency (explained in the next paragraph) and with one change – updated numbers of repetitive loss structures - which I have since updated. Not bad at all!! In fact, the State staff member who reviewed it wrote “It is one of the better plans I have reviewed.” Thank you all for helping to update this plan, it would have been a LOT more work for me to do without your input and would not have been as good of a product.

The Washington County All-Hazard Mitigation Plan was approved by the State and FEMA, contingent on the county and jurisdictions formal approval of the plan. At your earliest convenience, please ask your City Council or Town Board to approve a resolution adopting the plan. Sample resolutions are attached for both the cities and the townships. After the resolutions are signed, please fax or mail a copy to myself or Robin Shim. A letter will be sent in the mail shortly with a cd copy of the plan.

Lastly, two weeks ago, I spoke with a State Mitigation Officer who informed me that there are funds currently available for mitigation projects – I believe she said there is \$20 million available. So, let’s get the plan adopted and get some applications in! I realize a few of you have already submitted grant applications and I wish you all the luck!

Please contact me if you have any questions. Thanks.

~Kelli

RESOLUTION OF THE CITY OF GRANT
No. 2013-03

ADOPTION OF THE
WASHINGTON COUNTY ALL-HAZARD MITIGATION PLAN

WHEREAS, the City of Grant has participated in the hazard mitigation planning process as established under the Disaster Mitigation Act of 2000, and

WHEREAS, the Act establishes a framework for the development of a multi-jurisdictional County Hazard Mitigation Plan; and

WHEREAS, the Act as part of the planning process requires public involvement and local coordination among neighboring local units of government and businesses; and

WHEREAS, the Washington County Plan includes a risk assessment including past hazards, hazards that threaten the County, an estimate of structures at risk, a general description of land uses and development trends; and

WHEREAS, the Washington County Plan includes a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects; and

WHEREAS, the Washington County Plan includes a maintenance or implementation process including plan updates, integration of the plan into other planning documents and how Washington County will maintain public participation and coordination; and

WHEREAS, the Plan has been shared with the Minnesota Division of Homeland Security and Emergency Management and the Federal Emergency Management Agency for review and comment; and

WHEREAS, the Washington County All-Hazard Mitigation Plan will make the county and participating jurisdictions eligible to receive FEMA hazard mitigation assistance grants; and

WHEREAS, this is a multi-jurisdictional Plan and cities that participated in the planning process may choose to also adopt the County Plan.

NOW THEREFORE BE IT RESOLVED that the City of Grant supports the hazard mitigation planning effort and wishes to adopt the Washington County All-Hazard Mitigation Plan.

This Resolution was declared duly passed and adopted and was signed by the Mayor and attested to by the Clerk this 5th day of February, 2013.

Attest:

CONSENT AGENDA ITEM 4D: LOT LINE REARRANGEMENT - Schmidt

TO: Mayor and City Council **Date:** January 27, 2013
 Kim Points, City Clerk
 Nick Vivian, City Attorney **RE:** Lot Line Rearrangement -
From: Jennifer Haskamp 1303021440002
1303021440001

Background

The Applicant submitted an application for a minor subdivision that involves the creation of a new parcel, and rearrangement of an existing lot line. The proposed application does not result in any additional lots; however creates a new parcel that will serve as a legal description for an easement to correct a discrepancy with the adjacent property owners. Per the city code, in circumstances where lots are not created and a rearrangement is requested, a Public Hearing is not required, nor is a review by the planning commission. Therefore staff has prepared the following short memo to assist with your review, and also has provided a resolution for your review and consideration.

Project Summary

Applicant & Owner: Edward & Kathleen Schmidt	Site Size: 1303021440002 – 10.01 Acres 1303021440001 – 18.73 Acres <i>(Existing Conditions)</i>
Zoning & Land Use: A-2	Request: Move the northern lot line 200- feet to the south on PIN 1303021440002 reducing the lot size by approximately 2.23 acres; and, also establish a new Parcel of approximately 0.06 Acres along the northern boundary of the site to correct a discrepancy with the adjacent property to the north.

The Applicants own all of the subject parcels, and are requesting the creation of a new Parcel to coincide with an existing easement which has created a discrepancy with the property owner to the north, and to rearrange the lot line associated with the existing homestead. The Applicants would retain ownership of Parcels A and B. The existing acreage is identified below (See attached Survey):

Existing Parcel 1: 18.72 Acres

Existing Parcel 2: 10.01 Acres

The proposed rearrangement would result in the following:

Proposed Parcel A: 20.80 Acres

Proposed Parcel B: 7.87 Acres

Proposed Parcel C: 0.06 Acres

Based on the application, the request to create Parcel C is due to a discrepancy with the adjacent parcel to the north. By establishing the Parcel and legally describing the boundary, the discrepancy will be resolved and Parcel C can then be deeded over to the adjacent property owner. The request to rearrange the remaining land, does not have the effect of creating a new lot, it simply adjusts the northern lot line on Existing Parcel 1 approximately 200-feet south of the current boundary.

Review Criteria

The City's subdivision ordinance allows for minor subdivisions and lot line adjustments as defined in Section 30-9 and 30-10. The subdivision ordinance states that provided all other aspects of the zoning ordinance are met, that an applicant may request the minor subdivision and lot line rearrangement directly from the City Council through a minor subdivision application.

The sections of the code that related to dimensional standards and other zoning considerations are provided for your reference:

Secs. 32--246

Secs. 33-313

Existing Site Conditions

The existing homestead is located on Existing Parcel 2, and is located approximately 302.9-feet from Dellwood Road N (Highway 96). There is an existing 60' x 40' (2,400 square feet) accessory structure on the site that is located to the northwest of the home, and is setback approximately 35.7-feet from the western property line. On the north and northwest portion of the property there is a fairly large wetland complex, and there is significant tree coverage on the eastern portion of the site. The current home and accessory structure meet the City's dimensional standards as identified in the Zoning Ordinance.

Existing Parcel 2 is currently vacant with some vegetation, but no structures are present on the site. The property is bordered by Dellwood Road N on the South, and Manning Avenue N on the eastern boundary. The current site meets all City standards.

Comprehensive Plan Review

The adopted comprehensive plan sets a maximum density of 1 unit per 10 acres. The proposed lot line rearrangement and minor subdivision does not affect density, and meets the intent of the comprehensive plan.

Zoning/Site Review

Dimensional Standards

The following site and zoning requirements in the A-2 district are defined as the following for lot standards and structural setbacks:

Dimension	Standard
Lot Area	5 acres
Lot Width (public street)	300'
Lot Depth	300'
FY Setback	65'
Side Yard Setback (Interior)	20'
Rear Yard Setback	50'

Lot Size and Lot Area

The proposed lot line rearrangement will meet the city's ordinance standards for size and area and will not increase density in the area. However, the applicant should be aware that for purposes of building entitlements and eligibility, any future subdivision of any of these parcels shall be required to consider Proposed Parcel A, and Proposed Parcel B collectively to establish the number of allowed units. Any future subdivision shall be subject to the City's standards and ordinances at the time of application.

The purpose of establishing Parcel C is to legally describe an area that has created a discrepancy in the lot lines for the subject property and the adjacent property to the north. By legally describing Parcel C, the area can properly and accurately be deeded to the north. Parcel C is not a lot, and is not buildable, but simply defines the area to correct the discrepancy.

Lot Width

The proposed lot line rearrangement reconfigures the lot layout, but does not increase the number of buildable lots. Parcel A is proposed to be expanded, while Parcel B will be reduced by approximately 2.23 acres. The proposed rearrangement does not alter the amount of frontage on either Dellwood Road N. or Manning Avenue N. The proposal does not include any additional access points, or review of buildability with respect to Proposed Parcel A.

Setbacks

Based on the submitted information, all setback requirements are met for the proposed lot line rearrangement. The existing home and driveway will continue to be in conformance with the zoning standards as proposed. There are no alterations to access, number of accessory structures or any other improvements considered as a part of this application.

Accessory Structures

The existing accessory structure on Existing parcel 2 is 2,400 square feet and meets the zoning ordinance standards for a lot of the existing size. The proposed reduction of the lot size to 7.87 acres changes the entitlement for accessory structures to a maximum of 2,500 square feet. The Applicant should be aware that by adjusting the lot size, the allotment of accessory square-footage is nearly met on Proposed Parcel B.

Staff Recommendation

Staff would recommend approval of the minor subdivision and lot line rearrangement with the following findings:

- Approval of the lot line rearrangement will not negatively impact the character of the neighborhood
- The existing conditions of the site will not be changed
- No accesses will be changed or altered as a part of this approval
- Approval of the lot line rearrangement does not make any determination with respect to the buildability of Proposed Parcel A. If a building is proposed in the future, it shall be subject to all zoning standards including setbacks, upland areas, wetland/shoreland

setbacks, etc. Approval of this rearrangement does not constitute confirmation of Proposed Parcel A being buildable.

- Any future proposed subdivision shall be required to consider Parcel A, and Parcel B to establish the number of units and density allotment.

Action Needed

The Resolution is attached for your consideration.

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2013-06**

**RESOLUTION APPROVING A REQUEST FOR LOT LINE REARRANGEMENT
11770 DELLWOOD ROAD NORTH, GRANT, MINNESOTA**

WHEREAS, Edward Schmidt (“Applicant”) has submitted an application for a Lot Line Rearrangement, a subsection of the Minor Subdivision process, for the property located at 11770 Dellwood Road North in the City of Grant, Minnesota; and

WHEREAS, the lot line rearrangement would result in the same number of lots as existing; and

WHEREAS, the creation of Parcel C as depicted on Attachment A serves to correct a lot line discrepancy occurring on the north property boundary; and

WHEREAS, the City Council for the City of Grant has considered the application at its February 5, 2013, City Council meeting;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA, that it does hereby approve the request of Edward Schmidt for a lot line rearrangement as described in Chapter 30, based upon the following findings pursuant to Section 30-6 of the City’s Subdivision Ordinance. The City Council’s Findings relating to the standards are as follows:

- The lot line rearrangement will not negatively affect the physical characteristics of the lots or the neighborhood.
- The proposed lot line rearrangement conforms to the city’s comprehensive plan.
- The lots resulting from the lot line rearrangement will meet all standards and requirements for lot dimensions, and size as described in Section 32-246.
- There will be no visible changes to the property and the lots will continue to use the existing accesses from Dellwood Road North.

- The rearrangement will not be detrimental to or endanger the public health, safety or general welfare of the city, its residents, or the existing neighborhood.

Adopted by the Grant City Council this 5th day of February, 2013.

Tom Carr, Mayor

State of Minnesota)
) ss.
County of Washington)

I, the undersigned, being the duly qualified and appointed Clerk of the City of Grant, Minnesota do hereby certify that I have carefully compared the foregoing resolution adopted at a meeting of the Grant City Council on _____, 2013 with the original thereof on file in my office and the same is a full, true and complete transcript thereof.

Witness my hand as such City Clerk and the corporate seal of the City of Grant, Washington County, Minnesota this _____ day of _____, 2013.

Kim Points
Clerk
City of Grant

CONSENT AGENDA ITEM 4E: LOT LINE REARRANGMENT - Kelley

TO: Mayor and City Council
 Kim Points, City Clerk
 Nick Vivian, City Attorney
Date: January 27, 2013
RE: Lot Line Rearrangement –
 1303021330005
 1303021330004
From: Jennifer Haskamp

Background

The Owners submitted an application for a lot line rearrangement, which per the City Ordinance is a subsection of the minor subdivision code. The proposed application does not result in any additional lots; it is simply the adjustment of lot lines to create an even distribution of acreage on both of the subject properties. Per the city code a Public Hearing is not required, nor is a review by the planning commission. Therefore staff has prepared the following short memo to assist with your review, and has also provided a resolution for your review and consideration.

Project Summary

Applicant: Dave Kelley Owner: Barbara Kelley	Site Size: 11054 Dellwood Rd (1303021330005) – 20.04 Acres 11204 Dellwood Rd (1303021330004) – 10.22 Acres <i>(Existing Conditions)</i>
Zoning & Land Use: A-2	Request: Transfer 5.0 Acres from 11054 Dellwood to 11204 Dellwood

The Applicant and Owner would like to sell and/or transfer approximately 5.0 acres, as depicted on the attached survey, from 11054 Dellwood Rd. to 11204 Dellwood Rd. The attached survey is dated 1998, which was commissioned and attached as a part of a contract for deed agreement. The Applicant and Owner would now like to sell 11054 Dellwood Rd., but prior to the closing would like to complete the lot line rearrangement originally depicted in the 1998 survey. The existing acreage is identified below (See attached Survey):

11054 Dellwood: 20.04 Acres

11204 Dellwood: 10.22 Acres

The proposed rearrangement would result in the following:

11054 Dellwood: 15.03 – Dave Kelley Property

11204 Dellwood: 15.23 Acres – Sam Kelley Property

Based on the application, the rearrangement will result in two relatively equally sized lots. The result is simply the rearrangement of the lot lines with the existing Dave Kelley property, and a transfer of ownership to the Sam Kelley property.

Review Criteria

The City's subdivision ordinance allows for minor subdivisions and lot line adjustments as defined in Section 30-9 and 30-10. The subdivision ordinance states that provided all other aspects of the zoning ordinance (Chapter 32) are met, that an applicant may request the lot line rearrangement directly from the City Council through a minor subdivision application.

The sections of the code that relate to dimensional standards and other zoning considerations are provided for your reference:

Secs. 32--246

Secs. 33-313

Existing Site Conditions

11054 Dellwood Rd

The property at 11054 Dellwood Rd. is 20.04 Acres, has an existing principal structure located near the rear of the site, with no accessory buildings on site. The lot is accessed from an existing driveway connected to Dellwood Rd. There are several wetlands on the property, as well as heavy vegetation. The existing frontage on the road is approximately 975 feet, and all structures meet current lot size and setback standards.

11204 Dellwood Rd

The property at 11204 Dellwood Rd. is approximately 10.22 Acres, with a principal structure, and two existing accessory structures. After reviewing the records at city hall, a building permit was pulled for the large accessory structure on site, and the permit identifies the structure to be 3,456 square feet. There is no record for the smaller accessory structure, however, based upon a calculation from the County's GIS system the structure appears to be approximately 375 square feet. The total square footage of accessory structures on the property is approximately 3,831 square feet. The property is subject to the standards for accessory structures as defined in Section 32-313, which allows for up to four buildings and a total square footage of 3,500 square feet on a parcel of this size. The location of all structures, principal and accessory, meets the City's ordinance for setbacks and location. The

existing lot has approximately 492-feet of frontage on Dellwood Rd., and a single driveway serves the principal structure and accessory buildings.

Based upon the aerials, and subsequent research, it was determined that there is also an existing business operating as a home occupation on the site. It appears that the existing accessory buildings are being used for the boat repair business, and that associated outdoor storage is primarily located behind the principal structure and is properly screen from adjacent property owners and the road.

Comprehensive Plan Review

The adopted comprehensive plan sets a maximum density of 1 unit per 10 acres. The proposed lot line rearrangement does not affect density, and meets the intent of the comprehensive plan for land use.

Zoning/Site Review

Dimensional Standards

The following site and zoning requirements in the A-2 district are defined as the following for lot standards and structural setbacks:

Dimension	Standard
Lot Area	5 acres
Lot Width (public street)	300'
Lot Depth	300'
FY Setback	65'
Side Yard Setback (Interior)	20'
Rear Yard Setback	50'

Lot Size and Lot Area

The resulting lot at 11054 Dellwood will be 15.03 acres, and the lot at 11204 will be 15.22 acres. The proposed lot line rearrangement will meet the city's ordinance standards for size and area and will not increase density in the area.

Lot Width & Depth

As previously described, the property at 11054 Dellwood has 975-feet of frontage, which will be reduced by approximately 235-feet as a part of this rearrangement, leaving approximately 740-feet of lot width. 11204 Dellwood has approximately 492-feet of existing frontage, and

will be increased to approximately 727-feet. Both lots have an approximate depth of 902-feet, and exceed the ordinance standard.

Setbacks

Based on the submitted information, all setback requirements are met for the proposed lot line rearrangement. The existing homes, accessory structures and driveways will continue to be in conformance with the zoning standards as proposed.

Accessory Structures

As discussed in the existing conditions the property at 11204 Dellwood has approximately 3,831 square feet of accessory structures onsite, which exceeds the City's current standards for the existing lot size. The lot line rearrangement will expand the lot size at 11204 Dellwood to 15.22 acres, which will increase the allowed accessory square footage to 4,000 square feet. The lot line rearrangement will bring the site into conformance with the Section 32-313 for accessory structures.

Home Occupation

As discussed in the existing conditions, there is a home occupation being run from 11204 Dellwood Rd. There is not a Certificate of Compliance (COC), or any other permit associated with this business on file at the City. Section 30-9 of the Subdivision Code requires a site to be in compliance with all sections of Chapter 32 prior to allowing a lot line rearrangement. According to the City's code a business of this nature would meet the criteria for a home occupation, and would therefore require a Certificate of Compliance (COC). Since the use is a somewhat separate issue from the lot line rearrangement, staff would recommend that prior to full execution of the deeds for the rearrangement, that the property owner be required to make an application for a COC to bring the home occupation into compliance with the City's Zoning Ordinance. Once the application and application fee has been received, the final deeds can be released.

Staff Recommendation

Staff would recommend approval of the lot line rearrangement with the following findings:

- Approval of the lot line rearrangement will not negatively impact the character of the neighborhood
- The existing conditions of the site will not be changed
- The proposed rearrangement will bring the accessory buildings on 11204 Dellwood Road into compliance with the City's Ordinance with respect to allowed square footage.

- All lot dimensional standards, including: setbacks, width, depth, and area are met with the proposed rearrangement.

Proposed Conditions

- The Owner of 11204 Dellwood Road shall be required to make an application and pay the application fee for a Certificate of Compliance (COC) related to the Home Occupation and associated outdoor storage prior to release of the final deeds.

Action Needed

The Resolution is attached for your consideration.

CERTIFICATE OF SURVEY

PART OF SW1/4 OF SEC. 13, T30N, R21W, WASH. CO., MN.



1981, Melittsch, 300
 115 de Witt, 1000
 115 de Witt, 1000
 115 de Witt, 1000
 115 de Witt, 1000

NOTES:

- 1. A comparison of this bearing against the original data is shown on the plan.
- 2. The bearings and distances were measured with a transit and stadia.
- 3. The bearings were measured with a transit and stadia.
- 4. The distances were measured with a transit and stadia.
- 5. The bearings and distances were measured with a transit and stadia.
- 6. The bearings and distances were measured with a transit and stadia.
- 7. The bearings and distances were measured with a transit and stadia.
- 8. The bearings and distances were measured with a transit and stadia.
- 9. The bearings and distances were measured with a transit and stadia.
- 10. The bearings and distances were measured with a transit and stadia.

This proposed realignment of property lines will be subject to the review and approval of the City of Washburn, Washburn County, Minnesota.

The proposed realignment of property lines will be subject to the review and approval of the City of Washburn, Washburn County, Minnesota.

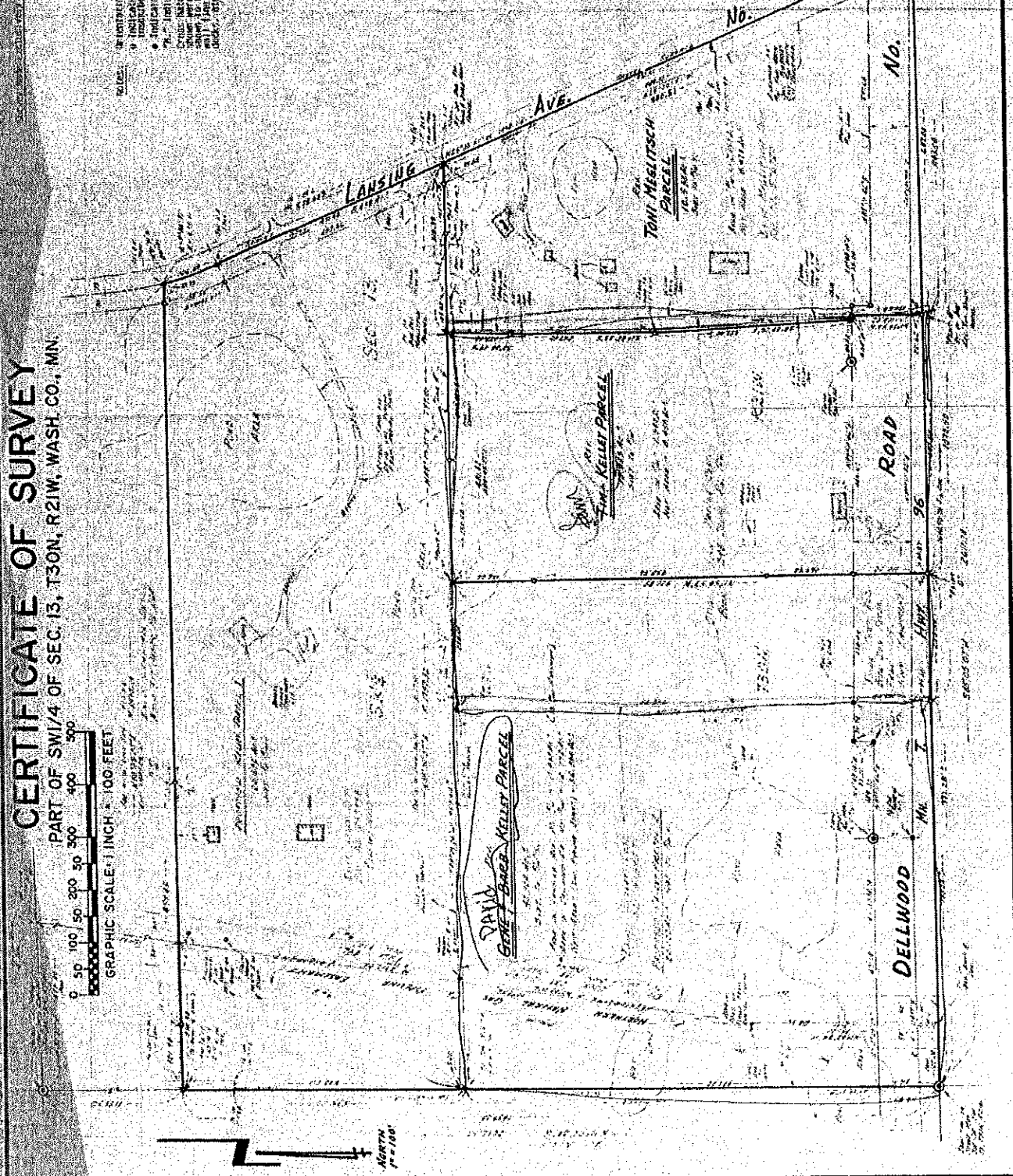
February 10, 1936
 I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

Arnold M. Beck

MINNESOTA REGISTRATION NO. 13774

1936, Large Survey
 1936, Large Survey
 1936, Large Survey
 1936, Large Survey

1936, Large Survey
 1936, Large Survey
 1936, Large Survey
 1936, Large Survey



**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2013-07**

**RESOLUTION APPROVING A REQUEST FOR LOT LINE REARRANGEMENT
11054 DELLWOOD ROAD & 11204 DELLWOOD ROAD, GRANT, MINNESOTA**

WHEREAS, Dave Kelley (“Applicant”) and Barbara Kelley (“Owner”) have submitted an application for a Lot Line Rearrangement, a subsection of the Minor Subdivision process, to allow for the purchase of property located at 11054 Dellwood Road in the City of Grant, Minnesota; and

WHEREAS, the lot line rearrangement would result in the same number of lots as existing; and

WHEREAS, the City Council for the City of Grant has considered the application at its February 5, 2013, City Council meeting;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA, that it does hereby approve the request of Dave Kelley and Barbara Kelley for a lot line rearrangement as described in Chapter 30, based upon the following findings pursuant to Section 30-6 of the City’s Subdivision Ordinance. The City Council’s Findings relating to the standards are as follows:

- The lot line rearrangement will not negatively affect the physical characteristics of the lots or the neighborhood.
- The proposed lot line rearrangement conforms to the city’s comprehensive plan.
- The lots resulting from the lot line rearrangement will meet all standards and requirements for lot dimensions, and size as described in Section 32-246.
- There will be no visible changes to the property and the lots will continue to use the existing accesses from Dellwood Road.

- The rearrangement will not be detrimental to or endanger the public health, safety or general welfare of the city, its residents, or the existing neighborhood.

FURTHER BE IT RESOLVED, that the following conditions of approval of the Lot Line Rearrangement shall be met:

- The Owner of 11204 Dellwood Road shall make an application and pay the application fee to obtain a Certificate of Compliance (COC) for the Home Occupation and associated outdoor storage prior to the release of the deeds.

Adopted by the Grant City Council this 5th day of February, 2013.

Tom Carr, Mayor

State of Minnesota)
) ss.
County of Washington)

I, the undersigned, being the duly qualified and appointed Clerk of the City of Grant, Minnesota do hereby certify that I have carefully compared the foregoing resolution adopted at a meeting of the Grant City Council on _____, 2013 with the original thereof on file in my office and the same is a full, true and complete transcript thereof.

Witness my hand as such City Clerk and the corporate seal of the City of Grant, Washington County, Minnesota this ____ day of _____, 2013.

Kim Points
Clerk
City of Grant



Memorandum

To: *Honorable Mayor and City Council, City of Grant
Kim Points, City of Grant*

From: *Phil Olson, PE, City Engineer
WSB & Associates, Inc.*

Date: *January 28, 2013*

Re: *February Staff Report - Engineering*

Staff Report/Council Update:

Wetland Conservation Act (WCA) Annual Reporting: The annual WCA reporting form was completed and submitted to the Minnesota Board of Water and Soil Resources (BWSR). No major wetland changes or violations were reported in 2012. A copy of the submitted form is on file at the City.

Valley Branch Watershed District (VBWD) Rules and Regulations Update and Revision: We are currently reviewing the VBWD's proposed rule changes. A comment memo will be sent to VBWD by January 31st. The memo will be sent to the City for filing.

MS4 SWPPP Public Hearing: As part of the Municipal Separate Storm Sewer System (MS4) permit, the Minnesota Pollution Control Agency (MPCA) requires the City to hold an annual public hearing to review the permit Status. The annual MS4 SWPPP public hearing is scheduled for the regular City Council meeting on March 5, 2013. Notification is required a minimum of 30 days prior to the public hearing.

If you have any questions, please contact me at 763-512-5245.

MEMORANDUM

To: Mayor and Grant City Council	Date: January 29, 2013
CC: Kim Points, City Clerk	RE: Staff Report
Nick Vivian, City Attorney	
From: Jennifer Haskamp, City Planner	

Staff Report

Consent Agenda – Schmidt Lot Line Rearrangement

Staff has been working with Mr. Schmidt on the lot line rearrangement at his property. A staff report and resolution are attached for you review and consideration under the consent agenda. If approved, the City Attorney will work on completing the deeds for the resulting parcels.

Consent Agenda – Kelley Lot Line Rearrangement

Staff has been working with the Applicant on the lot line rearrangement at the properties located at 11204 and 11054 Dellwood Road. Working with the City Attorney, it was determined that prior to release of the final deeds, the Owner of 11204 Dellwood will need to apply for a Certificate of Compliance for the Home Occupation operating from the business. Staff will work with the Applicant to complete this condition of approval.

Other

- » Staff met with the owner of the Indian Hills golf course to discuss the possibility for future subdivision of the properties adjacent to the golf course. Staff will keep the council informed if this process moves forward.

RESOLUTION NO. _____

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS
AGREEMENTS WITH THE CITY OF GRANT ON BEHALF OF ITS CITY
ATTORNEY AND ITS LAW ENFORCEMENT AGENCY**

WHEREAS, the City of Grant on behalf of its Prosecuting Attorney and its Law Enforcement Agency desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Grant, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Grant on behalf of its Prosecuting Attorney and Law Enforcement Agency, are hereby approved. Copies of the two Joint Powers Agreements are attached to this Resolution and made a part of it.
2. That the Washington County Sheriff, William Hutton, or his or appointee, is designated the Authorized Representative for the Law Enforcement Agency. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That Attorney Wendy Murphy, or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Attorney Nicholas J. Vivian, is appointed as the Authorized Representative's designee.

4. That Tom Carr, the Mayor for the City of City of Grant, and Kim Points, the City Clerk / Administrator, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 5th day of February, 2013.

CITY OF GRANT:

By: Tom Carr
Its: Mayor

ATTEST:

By: Kim Points
Its: Clerk / Administrator

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
CRIMINAL JUSTICE AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Grant on behalf of its Prosecuting Attorney ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in such agreements as are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit criminal justice agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit criminal justice agencies in performing their duties. Agency wants to access these data in support of its criminal justice duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration date:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA will provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at www.dps.state.mn.us/cjdn/.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function needs to be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses and maintains data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety, Agency must have a transaction record of all access to the data that are maintained. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

3 Payment

The Agency understands there is a cost for access to the criminal justice data communications network described in Minn. Stat. § 299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

Agency will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Agency will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Kim Points, City Clerk, PO Box 577, Willernie, MN 55090, 651-426-3383, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, or their successors in office.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

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

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the Rules of Public Access for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal law, state law, and policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

(THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Name: _____
(PRINTED)

Signed: _____

Date: _____

CFMS Contract No. A- _____

2. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**4. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division**

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the City of Grant on behalf of its Prosecuting Attorney ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 28285, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Amendment. Any party may terminate this Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“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, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“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.
- iv. **“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.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“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 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 Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of a Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or

other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties 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. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's 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.

b. 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 Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Agreement, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court 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 Court and its licensors.

b. Court Data Services Databases. Court 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 Court and its licensors.

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

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, 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 Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court 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 Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its

licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. 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 Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and 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 Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. 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, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (1) 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, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court'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 Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. 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 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

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. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized 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.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon 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 Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, 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 Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Amendment; (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.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice 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 30 days of the date of the invoice, the Court may immediately cancel this Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court 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 days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'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.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court'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 section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or 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 any party at any time to enforce any of the provisions of this Subscriber Amendment 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 Subscriber Amendment. 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 Subscriber nor Court 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 subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment 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 Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment 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 Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions

of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

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

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Name: _____
(PRINTED)

Signed: _____

Date: _____

SWIFT Contract No. _____

2. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

4. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

5. COURTS
Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

City Council Report for January 2013

Date: January 19, 2013

To: Honorable Mayor & City Council Members

From: Jack Kramer Building & Code Enforcement Official

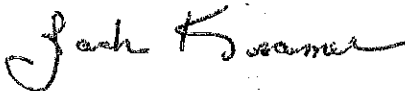
Zoning Enforcement:

1, No new violations noted.

Building Permit Activity:

1. (5) Five Building Permits were issued with a total valuation of \$26,408.00

Respectfully submitted,



Jack Kramer

Building & Code Enforcement Official

Grant Master Form

Permit	Permit Type	Name	Project Address	Date Issued	Valuation:	City Fee:	75% Plan CK Fe	Surcharge	Paid
2013-1	Windows	Renewal	8320 Dellwood Ave..	1/15/2013	\$ 14,717.00	\$ 251.25	\$ 188.43	\$ 7.35	
2013-2	Windows	Renewal	11050-115 th. St. N.	1/15/2013	\$ 4,298.00	\$ 111.25	\$ 83.43	\$ 2.14	
2013-3	Windows	Renewal	7390 Jamaca Ave. N.	1/15/2013	\$ 7,393.00	\$ 153.25	\$ 114.93	\$ 3.69	
2013-4	HVAC Permit	Affordable	10185 -67th. Ln. N.	1/17/2013	\$ -	\$ 80.00	\$ 60.00	\$ 5.00	
2013-5	HVAC Permit	Nowthen	7424- 99th. St. N.	1/17/2013	\$ -	\$ 80.00	\$ 60.00	\$ 5.00	
Monthly total					\$ 26,408.00	\$ 675.75	\$ 506.79	\$ 23.18	

CITY OF GRANT
POLICY AND PROCEDURES FOR PUBLIC INPUT,
PUBLIC COMMENT, PUBLIC HEARINGS
AND AGENDA ITEMS/PRESENTATIONS

I. GUIDELINES FOR CONDUCT AT GRANT CITY MEETINGS

1. Public input (agenda item) and public comment during agenda items will be addressed as time allows and individuals must be recognized by the Meeting Chair prior to making comments.
2. Any individual addressing the Council will approach the microphone and clearly state their name and full address.
3. Comments and reading of written statements shall be limited to two (2) minutes. You are encouraged not to be repetitious of comments made by any previous speakers.
4. No personal attacks are allowed during any public input, public comment or public hearings.

II. PUBLIC INPUT –AGENDA ITEM

Citizens may share their comments or concerns on any issue not on the agenda that is the responsibility of the Grant City Council. It is the portion of the Council meeting to address the Council or on subjects that are not on the meeting agenda. The Council will not comment during the public input agenda item. The Council may later in the meeting give direction to staff regarding investigation of the concerns expressed. Out of respect for others in attendance, comments are limited to two (2) minutes or less. Citizens will state their name and full address clearly for the record. All comments/questions shall be posed to the Mayor and Council, no comments or questions may be directed to staff. A simple picture or diagram may be accepted for viewing. No presentations or audio/visual materials will be allowed during public input. These types of presentations will follow the Agenda Item Policy.

III. PUBLIC COMMENT – DURING AGENDA ITEMS

Citizens may share their comments or concern on a specific agenda item if called upon by the City Council. This is the portion of the Council meeting that citizens may comment on an individual agenda item if called on to do so. All comments must be addressed to the Mayor and Council and name and full address must be stated clearly. If the agenda item has had a public hearing, this will not be a continuation of that hearing.

IV. PUBLIC HEARINGS

- A. The Meeting Chair will announce the proposal to be reviewed and ask for the staff report. The Meeting Chair shall maintain strict order and etiquette at all meetings of the Council.
- B. Staff will present their report on the proposal.
- C. Council Members will then ask City staff questions about the proposal.
- D. The Meeting Chair will then open up the public hearing for anyone present who wishes to comment on the proposal. This is the time for the public to make comments or ask questions about the proposal.
- E. Any person desiring to address the Council shall first obtain consent from the Meeting Chair and then will approach the microphone.
- F. Each person shall state their name and full address for the record.
- G. Comments shall be limited to two (2) minutes or less unless further time is granted by the Meeting Chair. All comments should be directed to the Council as a body and not to any individual Council Member or City Staff Member. The Council will not speak during the public hearing. No person shall be permitted to enter into any discussion, either directly or through a member of the Council. Individuals addressing the Council may address the Council one time per agenda item.
- H. After all residents in the audience wishing to speak has done so, the public hearing will be closed.
- I. The City Council will then discuss the proposal. No further public comments are allowed.
- J. The Council will then make a recommendation and/or decision.

V. AGENDA ITEM/PRESENTATIONS SUBMITTAL

Because the Grant City Council meets in a regular meeting once per month, it is important that the City is responsive to requests for consideration of items at a regular Council meeting. It is also important the City staff have a sufficient period of time to prepare information regarding requested agenda items. The purpose of the following policy is to balance these concerns.

Policy – Citizens of Grant, organizations, businesses or other entities wishing to place items on the regular City Council meeting agenda must submit an agenda request form with supporting documents to the Administrator/Clerk at least eight (8) days prior to the scheduled meetings. The latest an item will be accepted is noon on the Monday the week prior to the scheduled meeting. If an item is complex and requires substantial analysis or information gathering to enable the Council to make an

informed decision at the meeting, the minimum timeline for submittal may be lengthened or the request may be moved to the next meeting at the discretion of the Administrator/Clerk. The agenda request form is available on-line, via email, at the City Office or Town Hall. Requests that are not received on time will not be put on the agenda. In order to be inclusive of all residents, each request for an agenda item must be signed by a member of the Council, the Mayor or the Administrator/Clerk.

City of Grant

Public Agenda Item Request

Name of Requester: _____

Address: _____

Mailing Address: _____

Phone: (_____) _____

Requested Agenda Item: _____

(Attached explanation page as necessary)

- City of Grant must have lawful jurisdiction
- The application and reference documents must be received eight days prior to the City Council meeting. Agendas and meeting packets are distributed to Council Member's one week prior to the regular scheduled meeting
- All referenced documents need to be provided before the agenda is distributed
- Agenda Item/Presentation must be approved by a Council Member, Mayor or Administrator/Clerk
- All meeting procedures will be followed
- Presentations will be limited to five (5) minutes
- All materials presented at a public meeting will be public

Council Meeting Date Requested: _____

Signature of Applicant: _____ Date: _____

Required Signature of Council Member, Mayor or Administrator/Clerk:

AGENDA ITEM 7D

STAFF ORIGINATOR Kim Points
MEETING DATE February 5, 2013
TOPIC Emergency Sirens
VOTE REQUIRED Simple Majority

BACKGROUND

In 2012, the City authorized, purchased and located the first emergency siren within the City of Grant. The cost of that siren was approximately \$20,000. The City did allocate the same amount in the 2013 budget.

The Emergency Preparedness Coordinator, Council Member Lobin, has worked with the installer of that siren to secure and locate two (2) additional sirens. Two (2) Phase 3 sirens have been secured for the City of Grant.

The cost of each siren is approximately \$6,000-\$7,000. The sirens can be refurbished for an approximate cost of \$1,000 each. That cost includes all maintenance that may be required and would ensure the sirens are in good condition. The refurbishing would ensure the sirens would be operational for a lifetime.

Phase 3 sirens are the type of siren that needs to be located by a transformer. These siren types are used in many major cities around the metro and these particular sirens are sourced location. The contractor has assured us that the sirens will be refurbished with all components being inspected and replaced as necessary to achieve industry standard function.

In addition, right of way issues may need to be addressed to locate.

Council Member Lobin is requesting authorization for WSB and Barr Engineering work on the locations of the two additional sirens. The work will include best locations based on coverage, transformers and right of way issues for both sirens. That work will be completed for an approximate cost of \$4,000.

Attached is a spec sheet outlining the type of sirens that will be located.

OPTIONS

1. Authorize WSB to work on two (2) siren locations
2. Authorize refurbishing of sirens in the amount of \$1,000 per siren

SECTION II SPECIFICATIONS

2-1 POWER REQUIREMENTS

A. Motor

➔ Model RSH10A*240	208-240/480VAC 3 phase, 50/16Hz, 34/17A
Model RSH10B*240	240VAC, 1 phase, 60Hz only, 56A

2-2 PHYSICAL

Diameter (both models) 48" (121.9cm)

Height (both models) 68" (172.7cm)

Shipping Weight

➔ RSH10A (pole)	670 lb. (304 kg.)
RSH10A (roof)	698 lb. (317 kg.)
RSH10B (pole)	685 lb. (310 kg.)
RSH10B (roof)	703 lb. (319 kg.)

2-3 MISCELLANEOUS

Sound Output 128dBC at 100 ft. (30.5m)

Motor Type

➔ Model RSH10A	3 phase ball bearing induction dual voltage 208-240/480VAC
Model RSH10B	Single phase repulsion-induction 240VAC

Power 10HP

Top Frequency (approx.) 675Hz (60Hz)
578Hz (50Hz)

2-4 ROTATOR ASSEMBLY

Gear Reducer 1592:1 reduction

Rotation Motor

Power 1/4 HP at 1800 RPM (nominal - both models)

Beam Rotation Speed 2 RPM

AGENDA ITEM 7D

STAFF ORIGINATOR	Kim Points
MEETING DATE	February 5, 2013
TOPIC	Town Crier Meetings
VOTE REQUIRED	None

BACKGROUND

Council Member Lobin would like to schedule two annual Town Crier meetings within the City of Grant, one in the spring and one in the fall.

The purpose of the meetings is to allow citizens within the City to gather, meet and talk to their City officials without the formality of a City Council meeting.

It is anticipated that all Council Members would not be present but a couple Council Members at the meetings on a rotating basis.

Council Member Lobin will be requesting input and scheduling the first Town Crier meeting.

CITY OF GRANT

City Council Meeting Procedures

- **Agenda**

The draft agenda is tentatively set at the staff meeting following the City Council meeting based on the actions taken at that meeting. It is revised as needed.

- **Packet**

The City Council Meeting packet is distributed one week prior to the regular Council meeting.

- **Staff Reports**

All staff reports and documents to be included in the Council packet should be submitted to the City office no later than noon on the day prior to packet distribution.

- **Bill Submittal**

All billing for Council approval must be submitted no later than noon on Friday prior to packet distribution.

- **Packet on Website**

The City Council meeting packet will be posted on the City website no later than three business days after packet distribution.

- **Revised Agendas**

Revised agendas may or may not be posted on the City website as time allows. Revised agendas are available at Town Hall prior to meetings.

- **Expanded Agendas**

Expanded agendas will be posted on the City website no later than one week after the Council meeting. Expanded agendas include only actions taken by the City Council, no other information is reflected in expanded agendas.

- **Draft Minutes**

Draft minutes are distributed to the City Council one week prior to packet distribution. Council Members are encouraged to correct any mistakes. Those corrections are included in the draft minutes that are distributed in the Council packet. Corrections suggested to other Council Member's statements will not be made, nor with the maker of the motion, seconds or vote totals.

- **Approved Minutes**

Approved minutes will be posted on the City website no later than five days after the Council meeting.

- **Meeting DVD's**

Meeting DVD's are available three business days after a Council meeting for a fee of \$10.00. Meeting DVD's can be checked out at the Washington County Library at no charge.

- **Meeting Playback**

City Meeting playback occurs at 8:00 am on Tuesdays and Thursdays; 7:00 pm on Mondays and Thursdays; and 1:00 pm on Saturdays.

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2013-05**

**RESOLUTION ESTABLISHING COMMITTED FUND BALANCE IN THE GENERAL
FUND IN ACCORDANCE WITH GRANT POLICY ADOPTED IN RESOLUTION 2012-**

WHEREAS, the Governmental Accounting Standards Board (“GASB”) has adopted Statement 54 (“GASB 54”), a new standard for governmental fund balance reporting and governmental fund type definitions that became effective in governmental fiscal years starting after June 15, 2010, and

WHEREAS, the City of Grant elects to implement GASB 54 requirements, and to apply such requirements to its financial statements; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA, that it hereby adopts the following funding:

FUND BALANCE POLICY

FURTHER BE IT RESOLVED, that the City Council of the City of Grant, Washington County, Minnesota assigns its January 1, 2013 fund balance as follows:

Committed Fund Balance in the General Fund in an amount as determined by Council Resolution in 2013 for Council Designated Projects.

Council Designated Projects:

1. Town Hall steps and grading in the amount of \$15,000;
2. Overlay fund from Washington County upon the receipt of \$50,000 in acceptance of former County Road 68.

Mayor Tom Carr
Council Member Bohnen
Council Member Fogelson
Council Member Huber
Council Member Lobin

Whereupon, said resolution was declared duly passed and adopted and signed by the Mayor and attested by the City Clerk, passed by the City Council, City of Grant, Washington County, Minnesota, on this 13 day of February, 2013.

Thomas Carr, Mayor

Kim Points, City Clerk