

**City of Grant
City Council Agenda
September 6, 2016**

The regular monthly meeting of the Grant City Council will be called to order at 7:00 o'clock p.m. on Tuesday, September 6, 2016, 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

PUBLIC INPUT

Citizen Comments – Individuals may address the City Council about any item not included on the regular agenda. The Mayor will recognize speakers to come to the podium. Speakers will state their name and address and limit their remarks to three (3) minutes. Generally, the City Council will not take any official action on items discussed at this time, but may typically refer the matter to staff for a future report or direct that the matter be scheduled on an upcoming agenda.

- (1) _____
- (2) _____
- (3) _____
- (4) _____

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF REGULAR AGENDA

4. APPROVAL OF CONSENT AGENDA

- A. August 2, 2016 City Council Meeting Minutes
- B. Bill List, \$53,991.87
- C. Kline Bros. Excavating, Road Work, 18,390.00
- D. Envirotech, 2016 Dust Control, \$38,870.99
- E. M.J. Raleigh, 2016 Gravel, \$33,115.63
- F. Allied Blacktop Company, 2016 Seal Coat Project, \$35,997.50
- G. Washington County Sheriff, Jan-June 2016 Police Services, \$55,950.78
- H. Brochman Blacktopping, Keats Avenue Overlay Project, \$41,401.00
- I. Master Subscriber Agreement and New MGA Request Form
- J. Contract Extension, Gravel Roadway Maintenance, Kline Bros. Excavating, 2017-2019

5. STAFF AGENDA ITEMS

A. City Engineer, Brad Reifsteck

- i. Consideration of Resolution No. 2016-23, Accept Bids and Award Project, Keswick Avenue**

B. City Planner, Jennifer Haskamp

- i. Consideration of Resolution No. 2016-22, Application for Conditional Use Permit, Commercial Tree Farm 10000 Lansing Avenue**

- ii. Consideration of Ordering Environmental Assessment Worksheet**

C. City Attorney, Nick Vivian

- i. Consideration of Resolution No. 2016-25, Petition for Detachment and Annexation from City of Grant, 6636 Indian Wells Trail**

6. NEW BUSINESS

- A. Consideration of Resolution No. 2016-24, Summary Publication of Ordinance No. 2016-47**

- B. Consideration of Resolution No. 2016-20, 2017 Preliminary Budget, Treasurer Schwarze**

- C. Consideration of Resolution No. 2016-21, 2017 Preliminary Levy Certification, Treasurer Schwarze**

7. UNFINISHED BUSINESS

8. DISCUSSION ITEMS

- A. City Council Reports (any updates from Council, no action taken)**

- i. Expungement, Loren Sederstrom**

B. Staff Updates

- i. Data Security, League of MN Cities**

- ii. MS4 Audit**

- iii. Minnesota Certified Municipal Clerk**

9. COMMUNITY CALENDAR SEPTEMBER 7 THROUGH SEPTEMBER 30, 2016:

Mahtomedi Public Schools Board Meeting, Thursday, September 8th and 22nd, Mahtomedi District Education Center, 7:00 p.m.

Stillwater Public Schools Board Meeting, Thursday, September 22nd, Stillwater City Hall, 7:00 p.m.

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

10. ADJOURNMENT

CITY OF GRANT
MINUTES

1
2
3
4
5 **DATE** : August 2, 2016
6 **TIME STARTED** : 7:05 p.m.
7 **TIME ENDED** : 9:11 p.m.
8 **MEMBERS PRESENT** : Councilmember Sederstrom, Lobin, Huber,
9 Lanoux and Mayor Carr
10 **MEMBERS ABSENT** : None

11
12 Staff members present: City Attorney, Nick Vivian; City Planner, Jennifer Haskamp; City Treasurer,
13 Sharon Schwarze; and Administrator/Clerk, Kim Points
14

CALL TO ORDER

15
16
17 Deputy Mayor Huber called the meeting to order at 7:05 p.m.
18

PUBLIC INPUT

19
20 (1) Mr. Jerry Helander, Jasmine Avenue, came forward and commented on the false accusations
21 relating to police reports, requested an apology and asked that the bad behavior be stopped.

22 (2) Mr. Jim Drost, 8682 Jamaca, came forward and commented on how the City needs elected
23 officials that don't act like clowns.
24

PLEDGE OF ALLEGIANCE**SETTING THE AGENDA**

25
26
27
28
29 **Council Member Sederstrom moved to add grazable acres to the agenda. Council Member**
30 **Lanoux seconded the motion.**

31
32 Council Member Sederstrom stated he would like the City to be consistent with the state regarding
33 grazable acres in relation to manure management.
34

35 Mayor Carr stated the City has grazable acres and manure management within the current ordinance.
36

37 Council Member Huber stated the Council put a lot of time into the ordinance and requirements
38 incorporating the best of the state and county ordinances. More horses are allowed with a manure
39 management plan.
40

41 **Council Member Lanoux amended the motion requesting the issue be on the next Council**
42 **agenda. Council Member Sederstrom agreed to the amendment.**
43

1 Council Member Huber stated two Council Members continue to try to add things to the agenda
2 without any information, background or purpose.

3
4 Mayor Carr added the Council can put items on the regular agenda when submitted to the
5 Administrator with information and there is a point to it.

6
7 **Motion failed with Council Member Lobin, Carr and Deputy Mayor Huber voting nay.**

8
9 **Mayor Carr moved to approve the agenda as presented. Council Member Lobin seconded the**
10 **motion. Motion carried with Council Member Lanoux and Sederstrom voting nay.**

11
12 **CONSENT AGENDA**

13
14 June 28, 2016 City Council Meeting Minutes Approved

15
16 Bill List, \$63,809.76 Approved

17
18 Kline Excavating, Road Projects, \$24,072.50 Approved

19
20 Resolution No. 2016-15, Appointment of
21 2016 Election Judges Approved

22
23 **Council Member Lanoux moved to approve the consent agenda moving the June 28, 2016 City**
24 **Council Meeting Minutes to New Business. Council Member Sederstrom seconded the motion.**

25
26 Deputy Mayor Huber clarified with Council Member Lanoux that he did not email the clerk regarding
27 questions or corrections to the minutes. He stated it is the City's policy to amend the minutes prior to
28 the meeting.

29
30 **Motion failed with Council Member Lobin, Huber and Mayor Carr voting nay.**

31
32 **Mayor Carr moved to approve the consent agenda, as presented. Deputy Mayor Huber**
33 **seconded the motion. Motion carried with Council Member Lanoux and Sederstrom voting**
34 **nay.**

35
36 **STAFF AGENDA ITEMS**

37
38 **City Engineer, Brad Reifsteck**

39
40 **PUBLIC HEARING, Keswick Avenue Improvements** – City Engineer Reifsteck advised residents
41 submitted a petition for road improvements based on 100% assessments. The feasibility study was
42 prepared and costs were provided to residents. The City received the majority of the waivers back but
43 not all of them, therefore a public hearing is required.
44

1 Deputy Mayor Huber explained the road policy within the City and stated the public hearing should
2 proceed.

3
4 Deputy Mayor Huber opened the public hearing at 7:19 p.m. No one was presented to speak.

5
6 Deputy Mayor Huber closed the public hearing at 7:19 p.m.

7
8 **Consideration of Resolution No. 2016-16, Ordering Public Improvement, Keswick Avenue –**
9 City Engineer Reifsteck advised the City Council authorized preparation of the Feasibility Report for
10 the project area on June 7th and received the Feasibility Report on June 28, 2016.

11
12 As identified in the Feasibility Report, total project cost is estimated to be \$117,550, including
13 construction, legal, engineering, administrative, and finance costs.

14
15 The City notified affected property owners and persons expressing interest in the project of the
16 scheduled Improvement Hearing within the minimum 10-day notification requirement and published
17 the notice of hearing in the City's official newspaper for two weeks.

18
19 The improvements are anticipated to be funded by special assessments to benefitting properties, in
20 accordance with the Assessment Policy, adopted by City Council.

21
22 The benefitting properties have agreed to waive the public hearing for the Keswick Avenue Roadway
23 Improvements. He added two waivers have not been submitted as those property owners are
24 concerned about costs. He recommended the City move forward with the ordering of the project,
25 plans and bids to get the exact costs.

26
27 City Attorney Vivian advised the City will have to schedule an assessment hearing if the waivers are
28 not received. Those property owners can file notice to appeal the assessment.

29
30 Mayor Carr noted the City does have 75% of the residents in favor of the project without the two
31 additional waivers.

32
33 **Mayor Carr moved to adopt Resolution No. 2016-16, with an assessment hearing if the final two**
34 **waivers are not received by August 22, 2016. Deputy Mayor Huber seconded the motion.**

35
36 City Attorney Vivian advised the Council did previously order the feasibility study per findings that
37 the project is necessary and feasible. The City still has to go out for bids. If it is determined that the
38 project is too expensive, the City won't accept a bid. The assessment hearing process is separate from
39 the bid process. The City has to move forward with the project and get the bids.

40
41 **Motion carried with Council Member Lanoux and Sederstrom voting nay.**
42
43

1 **Consideration of Resolution No. 2016-17, Keswick Avenue Road Improvement, Plan Approval**
2 **and Bid Date** – City Engineer Reifsteck advised the City Council authorized preparation of plans and
3 specifications for the project on June 28th.

4
5 The City Council authorized preparation of a Feasibility Report for the project on June 7th, 2016,
6 received the Feasibility Report on June 28th, and ordered the public improvement for the project
7 following a noticed public hearing held at the August 2, 2016 regular Council meeting.

8
9 A bid date and time has been proposed for Wednesday, August 31, 10:00 a.m., 2016. At that time all
10 bids shall be opened, tabulated for mathematical accuracy, and prepared for City Council
11 consideration at the September 6, 2016 regular Council meeting.

12
13 **Mayor Carr moved to adopt Resolution No. 2016-17, as presented. Deputy Mayor Huber**
14 **seconded the motion.**

15
16 Council Member Lanoux stated the City already ordered the project and doesn't know the cost.

17
18 Deputy Mayor Huber stated the City has moved forward and is getting the bids to the petitioners to
19 know the exact cost of the project.

20
21 Council Member Lobin stated the project itself is not moving forward but the City is going to get the
22 bids.

23
24 **Motion carried with Council Member Lanoux voting nay.**

25
26 **McKusick Road Speed Zone Modification** – City Engineer Reifsteck stated a neighborhood
27 meeting was held on June 14, 2016 for property owners adjacent to McKusick Road and the speed of
28 vehicles using the roadway was a concern of many residents.

29
30 Minnesota statute defines maximum speed limits for non-posted roadways. Under specific conditions,
31 the local road authority having jurisdiction may adjust speed limits lower without performing a formal
32 speed study.

33
34 A segment of McKusick Road between Lofton Ave N and 88th Street lies within a rural residential
35 district, a special condition, which allows the local road authority to adjust the speed limit to 35 MPH.

36
37 The adjusted speed limit along McKusick Road is not effective unless the road authority has adopted
38 the speed change and erected signs designating the speed limit and indicating the beginning and end
39 of the rural residential district.

40
41 Deputy Mayor Huber stated in the specified area the lots are more dense. McKusick has always been
42 a problem and much of the traffic on that roadway is speeding. He indicated his only concern is the
43 safety issue of going from a 55 mph to 35 mph.

1 City Engineer Reifsteck stated the City would have to install speed limit change signs in advance of
2 the speed change. The only way to change the speed on the entire roadway is with a speed study
3 which would result in adjusting the speed to the average speed. Experience would indicate that the
4 speed limit would increase. The designated section can be lowered without a speed study because it
5 is within a residential area and zoned residential. Any gravel road that does not have a posted speed
6 limit is 55 mph.

7
8 Deputy Mayor Huber stated residents brought forward a petition to do road improvements on
9 Keswick. The City empowers residents with their own roads. McKusick residents also get to decide
10 what they want on their road.

11
12 Council Member Lobin stated the neighborhood meeting that was held clearly indicated they were in
13 favor of a speed reduction.

14
15 Deputy Mayor Huber stated he would support the speed reduction if the majority of residents are in
16 favor and the City has a plan for proper signage.

17
18 Council Member Lanoux stated "slow" signs could be put up instead of changing the speed limit.
19 The road should just be redone.

20
21 Deputy Mayor Huber stated slow signs do not have legal ramifications like a posted speed limit sign
22 does. A speed zone modification is what is being talked about. The road is unique in a way because
23 of the speed, traffic, etc. If this can be done under state law and it is what the residents want it should
24 be done.

25
26 Council Member Sederstrom expressed concern regarding the appearance of setting a speed trap.

27
28 It was determine staff would do another survey of the neighborhood regarding the potential speed
29 modification.

30
31 **Pavement Condition Report** – City Engineer Reifsteck advised the pavement condition report will
32 provide a **guide** to the City for planning and making strategic decisions related to roadway
33 maintenance and reconstruction activities.

34
35 Each roadway segment is given an Overall Condition Index (OCI) score representing poor, fair, good,
36 or excellent condition and determines the appropriate maintenance required to maximize the useful
37 life of the pavement and to minimize maintenance costs by performing proper actions at the optimum
38 time.

39
40 The report performs cost effective analysis of various maintenance and rehabilitation strategies to
41 extend the life of pavements, which assist the City in making the best decisions on the use of
42 available resources.

43
44 The City's current annual budget for paved roadway maintenance is as follows:
45

Pothole Repairs	\$33,500
Seal Coating/Crack Filling	\$34,000
<u>Special Road Projects</u>	<u>\$43,485</u>
Subtotal Paved Roadway Maintenance Budget	\$110,985
<u>Estimated Roadway Improvements by Special Assessments \$100,000*</u>	
*Keswick Ave Roadway Improvements	
Total Annual Paved Roadway Improvements	\$210,985

Deputy Mayor noted the entire budget for next year is approximately \$1.4 million. It is the engineer's job to push quality using experience and engineering. The plan points out what the City should be doing if there was a larger tax base. It is difficult for the City to do that at this time but the plan will be used to refer to and the City should try to work within it.

Mayor Carr stated it is a good study but it isn't something the City didn't already know. The road policy and numbers in the plan just don't math up. The date can be incorporated into a ten year road plan and it is a good analysis to have. It shows residents that the City does take the roads seriously.

Council Member Lanoux requested the plan be posted on the City's website. He noted that continuing as is, patching on McKusick for \$25,000 per year the City could have a brand new road in ten years.

Council Member Sedestrom stated he previously worked with Phil Olson on McKusick to do a patch and overlay for about \$100,000. It wasn't done and it should have been.

Deputy Mayor Huber stated Keats had to be done in thirds. McKusick wasn't on the table at that time. McKusick can be done when other projects that have been started are completed. The City has to fiscally plan for these road projects years out.

City Planner, Jennifer Haskamp

Consideration of Resolution No. 2016-18, Application for Septic Variance, 7555 99th Street Court – City Planner Haskamp advised The Applicant and Owner ("Applicant"), Brad Micetic, has requested a variance from wetland setbacks for installation of a new mound septic system on the property located at 7555 99th Street Court North. The Applicant recently purchased the subject property which includes an existing single family residential home and accessory structure. The existing septic system which serves the property has failed, and therefore the system must be replaced to serve the home. The Applicant has been coordinating with Washington County to acquire a permit for installing the new system, and they were notified by the County that the location of the replacement system is within the City's required wetland setbacks and thus would need to obtain a variance from the city prior to being issued a permit for installation of the new system.

1 On July 19, 2016 the Planning Commission held a duly noticed public hearing to consider the subject
2 application. After public testimony and discussion, the Planning Commission unanimously
3 recommended that the City Council approve the request with the stated conditions, as revised.
4

5 **Mayor Carr moved to adopt Resolution No. 2016-18, as presented. Deputy Mayor Huber**
6 **seconded the motion. Motion carried unanimously.**
7

8 **Consideration of Resolution No. 2016-19, Application for Septic Variance, 9313 75th Street**
9 **North** – City Planner Haskamp advised The Applicants, John and Bernadette Fiske, and Owners,
10 Brian and Megan Ratnayake (hereafter collectively referred to as “Applicants”), have requested a
11 variance from wetland setbacks for installation of a new mound septic system on the property located
12 at 9313 75th Street North. A third party inspection of the existing system revealed that the system is
13 non-compliant with current standards, and therefore the Applicants are requesting approval to bring
14 the system into compliance. The Applicants have been working with Washington County to acquire a
15 permit for installation of the new system at which time they were notified by the County that the
16 location of the replacement system is within the City’s required wetland setbacks and thus would need
17 to obtain a variance from the city prior to being issued a permit for installation of the new system.
18

19 The site is located in the Valley Branch Watershed District, and it is the responsibility of the
20 Applicants to contact the watershed district and acquire any necessary permits or approvals prior to
21 beginning work. As referenced previously, the Applicants will be required to obtain a permit from
22 the Washington County department of Public Health and Environment prior to installation of the
23 system, as they are the permitting authority for septic systems in the City.
24

25 The following draft findings related to the hardship (practical difficulty) are provided for your review
26 and consideration:
27

- 28 ▪ The Applicants must replace the non-compliant system to comply the standards of the
29 Washington County Department of Public Health and Environment.
- 30 ▪ Replacement of the non-compliant system is a health, safety, and welfare issue and must be
31 completed to the satisfaction of Washington County to protect the current and any future home
32 owners as well as any adjacent properties which could be affected if the non-compliant system
33 were to remain.
- 34 ▪ The lot is considered a legal non-conforming property for lot area and constrains the buildable
35 area on the site limiting the available locations to site the new system.
- 36 ▪ There is one large wetland/unclassified water body, a stormwater pond and fairly limited depth
37 to groundwater which limit the available area to site the replacement system.
38

39 *Draft Conditions:*
40

- 41 ▪ The Applicants shall be required to obtain the proper permits from the Washington County
42 Department of Public Health and Environment prior to installation of the replacement system.

- 1 ▪ The Applicants shall be required to contact the Valley Branch Watershed District and obtain
- 2 any necessary approvals or permits prior to installing the new system. If no further review or
- 3 permits are required from the watershed district, then the Applicants shall provide a written
- 4 correspondence from the watershed indicating that not further review is necessary.
- 5 ▪ The replacement system must be placed outside of all wetland/ponding areas on the site.

6
7 As recommended by the Planning Commission, Staff prepared a resolution of approval with draft
8 findings and conditions for your review and consideration.

9
10 Mayor Carr advised he did speak to the County regarding a variance for the septic and asked if there
11 was another location for the septic. The County indicated they do prefer to locate the system
12 somewhere that has not already been disturbed but the first choice in this case is the other area.

13
14 Deputy Mayor Huber stated the City does not have the license authority for septic. He did ask about
15 the requirement relating to the design of the septic and ditching that needs to be done wondering how
16 the City ensures that will be done.

17
18 City Planner Haskamp stated the designer has to propose the exact construction that is then reviewed
19 by the county for permitting. There is also a condition that refers to drainage issues from another
20 regulatory agency. It is not uncommon to includes those types of conditions for final approval.

21
22 Mayor Carr asked how the exact design of the system is part of the City's resolution for approval.

23
24 City Planner Haskamp stated the cover letter, design and final resolution is what is provided to the
25 County.

26
27 Council Member Lanoux stated the City will see more and more of these types of applications with
28 homes being sold. It is important to keep working with the County on septic and preferred locations.

29
30 **Council Member Lanoux moved to adopt Resolution No. 2016-19, as presented. Council**
31 **Member Sederstrom seconded the motion. Motion carried unanimously.**

32
33 **City Attorney, Nick Vivian**

34
35 **Consideration of Ordinance No. 2016-47, Opt-Out Ordinance or Temporary Family Health**
36 **Dwellings Statute** – City Attorney Vivian stated that effective as of September 1, 2016, a recently
37 enacted Minnesota statute, Minn. Stat. 462.3593 (the "Statute"), will permit certain temporary family
38 health care dwellings ("TFHC Dwellings") to be located adjacent to principal dwellings, subject only
39 to limitations set forth in the Statute. The Statute appears to be designed to permit residents to
40 establish temporary dwelling structures adjacent to their primary residence for family members that
41 need supervision and/or health assistance. However, there are a number of issues raised by this
42 Statute that may cause the City to consider opting-out of the statute, including the following:

- 43
44 1. The Statute is designed to preempt City zoning ordinances with respect to TFHC Dwellings
45 (though do not reduce any set back requirements), and supersedes the City's existing zoning

controls with respect to dwellings of this nature. If the City does not opt-out, the sole conditions for establishing such a temporary dwelling will be the conditions set forth in the Statute (attached below).

2. The temporary nature of the TFHC Dwellings is not ensured by the Statute. The initial permit is applicable for six months (and renewable for another six months). However, nothing in the Statute limits an applicant for reapplying for the permit annually, which could potentially result in a dwelling to remain indefinitely.
3. The Statute requires that an applicant for a TFHC Dwelling deliver certain (minimal) health records to the City. The health records will likely be nonpublic data under the Minnesota Government Data Practices Act, imposing an administrative burden on the City in possessing and maintaining such records in accordance with such Act. Furthermore, such health records may potentially trigger obligations on the City under the Health Insurance Portability and Accountability Act (HIPAA), further increasing the administrative burden on the City.

For these reasons, the City may elect to opt-out of the Statute, as permitted by Subdivision 9 of the Statute.

Deputy Mayor Huber stated the opt out portion is a good thing. He read the City's code relating to manufactured homes and noted that society is getting older and nursing homes are getting very expensive.

City Attorney Vivian stated that is the reason the City may not want to be subject to the state mandated legislation. Each City has its own ordinances and zoning. The City may want to review that specific portion of the code. The opt out provides the City being able to make its own choices relating to this issue.

Mayor Carr stated the current ordinance does provide options.

Council Member Lanoux stated the City needs to consider the elderly. The City should review the ordinance and offer options.

Mayor Carr moved to approve Ordinance No. 2016-47 as presented. Council Member Lobin seconded the motion. Motion carried with Council Member Sederstrom voting nay.

NEW BUSINESS

Endorsement of Incumbent Craig Leiser, Brown's Creek Watershed District – Mayor Carr moved to endorse incumbent Craig Leiser to reappointment on the Brown's Creek Watershed District, as presented. Council Member Lobin seconded the motion. Motion carried unanimously.

UNFINISHED BUSINESS

1 There was no unfinished business.

2

3 **DISCUSSION ITEMS**

4

5 **City Council Reports:**

6

7 Council Member Lanoux stated there is a storm water holding pond at the School site which will hold
8 contaminants. It is not holding water so there is illicit discharge in Grant. He inquired about the
9 permitting process.

10

11 Deputy Mayor Huber commented on illicit discharge that can't be found or proven. The City can only
12 make its decisions based on information it has. The City can't make the owners do anything without
13 any proof. He requested Council Member Lanoux go to the School Board meetings. They are the
14 owners of the property and there is no duty for the City to respond to your allegations. Make the
15 School Board answer to you.

16

17 Council Member Lanoux stated the School Board won't address his concerns.

18

19 Deputy Mayor Huber stated the School Board, the MPCA and the City of Mahtomedi don't want to
20 listen to Council Member Lanoux. Mr. Lanoux should take legal action. The School has the
21 responsibility for the site and they have the CUP. In addition, they are adhering to the requirements
22 within the CUP.

23

24 Council Member Sederstrom noted he has the DVD from the City of Mahtomedi meeting and he was
25 not asked to leave. He added that there were budget constraints at the cable commission. Public
26 access was cut and he is concerned that no other options were discussed. IT is very disturbing that the
27 religion channel was taken away with no discussion about playing DVD's. It was not talked about at
28 the regular meeting and no one even knew about the cuts. Hopefully, the commission will consider
29 DVD playbacks at some point in the future.

30

31 Council Member Lanoux stated Comcast as franchise rights in the City. He requested the City to opt
32 out of the commission completely and go to another agency so residents can get what they pay for.

33

34 Deputy Mayor Huber explained the cable commission's role relating to cable and provided the
35 background of the PEG and public access. He noted public access was never part of the agreement.
36 The commission's budget had to be to cities by August 1. It was not surprise to anyone and the grants
37 were cut out as well. No one's freedom of speech has been impacted. Technical people from the
38 commission will be going out to various organizations such as nursing homes and setting up other
39 options for religious programming. He asked if anyone has any questions relating the public access to
40 please give him a call.

41

42 Mayor Carr stated it is very confusing for residents when the meetings get out of hand and everyone is
43 talking at once. The City needs order and decorum at meetings and motions should not be made out
44 of order.

45

1 City Attorney Vivian stated the City has a policy on how meetings are run.

2 **Staff Updates:**

3
4 City Treasurer Schwarze thanked Council Member Lobin for providing refreshments at the meeting
5 tonight. The Council has reviewed the preliminary budget twice and it will be on the regular
6 September meeting agenda.

7
8 **COMMUNITY CALENDAR AUGUST 3 THROUGH AUGUST 31, 2015:**

9 **City Office Candidate Filings, August 2 through August 16, 2016**

10 **Planning Commission Meeting, Tuesday, August 16, 2016, 7:00 p.m.**

11 **Mahtomedi Public Schools Board Meeting, Thursday, August 11th and August 25th,**
12 **Mahtomedi District Education Center, 7:00 p.m.**

13 **Stillwater Public Schools Board Meeting, Thursday, August 25th, Stillwater City Hall, 7:00**
14 **p.m.**

15 **Washington County Commissioners Meeting, Tuesdays, Government Center, 9:00 a.m.**
16

17 **ADJOURN**

18
19 **Mayor Carr moved to adjourn at 9:11 p.m. Deputy Mayor Huber seconded the motion.**
20 **Motion carried unanimously.**

21
22
23 These minutes were considered and approved at the regular Council Meeting September 6, 2016.
24
25
26
27

28 _____
29 Kim Points, Administrator/Clerk
30

Tom Carr, Mayor

City of Grant

Disbursements List

08/29/2016

Date range: 08/01/2016 to 08/31/2016

<u>Vendor</u>	<u>Date</u>	<u>Check #</u>	<u>Total</u>	<u>Description</u>	<u>Void</u>	<u>Account #</u>	<u>Detail</u>
Ross Sublett	08/29/2016	13144	\$90.25	Election Judge	No	100-41301-100	\$90.25
Patricia Coan	08/29/2016	13145	\$90.25	Election Judge	No	100-41301-100	\$90.25
Jerome Linser	08/29/2016	13146	\$109.25	Election Judge	No	100-41301-100	\$109.25
Laura Fruci	08/29/2016	13147	\$90.25	Election Judge	No	100-41301-100	\$90.25
Danny Gagliardi	08/29/2016	13148	\$90.25	Election Judge	No	100-41301-100	\$90.25
Linda Johnson	08/29/2016	13149	\$263.25	Election Judge	No	100-41301-100	\$263.25
Bill McMichael	08/29/2016	13150	\$256.50	Election Judge	No	100-41301-100	\$256.50
Robert Tufty	08/29/2016	13151	\$166.25	Election Judge	No	100-41301-100	\$166.25
Kristine Durdin	08/29/2016	13152	\$161.50	Election Judge	No	100-41301-100	\$161.50
Iona Holsten	08/29/2016	13153	\$95.00	Election Judge	No	100-41301-100	\$95.00
Edward Sapinski	08/29/2016	13154	\$95.00	Election Judge	No	100-41301-100	\$95.00
Joseph Fruci	08/29/2016	13155	\$95.00	Election Judge	No	100-41301-100	\$95.00
Helen Bystrom	08/29/2016	13156	\$95.00	Election Judge	No	100-41301-100	\$95.00
Michael Herbst	08/29/2016	13157	\$76.00	Election Judge	No	100-41301-100	\$76.00
Petty Cash	08/29/2016	13158	\$200.00	Postage/Supplies	No	100-41301-100	\$200.00
Xcel Energy	08/29/2016	13159	\$74.25	Utilities	No	100-41310-210 100-41313-200	\$100.00 \$100.00
Allied Blacktop Co.	08/29/2016	13160	\$35,997.50	2016 Sealcoating	No	100-43004-381 100-43010-381 100-43117-381	\$24.15 \$7.95 \$42.15
M.J. Raleigh Trucking	08/29/2016	13161	\$33,115.63	River Rock	No	100-43112-400	\$35,997.50
Nicholas Anderson	08/29/2016	13162	\$40.00	Video Tech Services	No	100-43106-210	\$33,115.63
CenturyLink	08/29/2016	13163	\$123.65	City Phone	No	100-41318-100	\$40.00
AirFresh Industries	08/29/2016	13164	\$125.00	PortaPot #23772	No	100-41309-321	\$123.65
Todd Smith	08/29/2016	13165	\$1,991.92	Monthly Assessment Services	No	100-43007-210	\$125.00
Brochman Blacktopping Co.	08/29/2016	13166	\$41,401.00	Patching	No	100-41208-300	\$1,991.92

City of Grant

Disbursements List

08/29/2016

<u>Vendor</u>	<u>Date</u>	<u>Check #</u>	<u>Total</u>	<u>Description</u>	<u>Void</u>	<u>Account #</u>	<u>Detail</u>
Envirotech Services	08/29/2016	13167	\$38,870.99	Dust Control	No	100-43109-300	\$2,151.00
Waste Management	08/29/2016	13168	\$4,140.36	Recycling	No	100-43128-300	\$39,250.00
WSB & Associates	08/29/2016	13169	\$9,513.50	Engineering	No	100-43107-210	\$38,870.99
						100-43011-384	\$4,140.36
						100-41203-300	\$491.00
						100-43102-300	\$7,243.25
						100-43125-300	\$104.00
						100-43128-300	\$118.75
						100-43130-300	\$1,282.50
						867-49310-300	\$274.00
Sprint	08/29/2016	13170	\$33.06	City Cell Phone	No	100-43116-321	\$33.06
Washington County Sheriff	08/29/2016	13171	\$55,950.78	Jan/June 2016 Services	No	100-42001-300	\$55,950.78
Ken Ronnan	08/29/2016	13172	\$60.00	Video Tech Services	No	100-41318-100	\$60.00
Press Publications	08/29/2016	13173	\$199.60	Advertisement for Bids	No	100-43104-351	\$199.60
Croix Valley Inspector	08/29/2016	13174	\$4,230.64	Building Inspector	No	100-42004-300	\$4,230.64
SHC, LLC	08/29/2016	13175	\$3,271.75	Planning	No	100-41209-300	\$1,355.75
						100-41210-300	\$300.00
						910-49310-300	\$227.25
						913-49310-300	\$252.50
						914-49310-300	\$454.50
						915-49310-300	\$277.75
						916-49310-300	\$252.50
						917-49310-300	\$151.50
Kline Bros Excavating	08/29/2016	13176	\$18,390.00	Road Maintenance	No	100-43101-300	\$5,300.00
						100-43106-300	\$1,080.00
						100-43108-300	\$2,090.00
						100-43111-300	\$4,977.50
						100-43126-300	\$937.50
						100-43128-300	\$4,005.00
KEJ Enterprises	08/29/2016	13177	\$9,000.00	July 2016 Road Contractor	No	100-42006-300	\$83.00
						100-43006-300	\$125.00
						100-43009-300	\$125.00
						100-43102-300	\$166.14
						100-43105-300	\$167.00
						100-43106-300	\$20.84
						100-43107-300	\$41.67
						100-43110-300	\$83.84
						100-43111-300	\$20.84
						100-43113-300	\$5,416.67
						100-43114-300	\$2,250.00
						100-43115-300	\$500.00

City of Grant

Disbursements List

08/29/2016

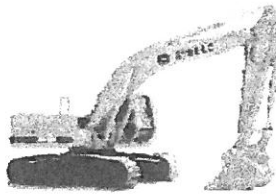
Vendor	Date	Check #	Total	Description	Void	Account #	Detail
Rinc 2 Corp	08/29/2016	13178	\$376.00	Escrow Refund	No		
KGI Wireless	08/29/2016	13179	\$1,132.98	Escrow Refund - Jamaca Tower	No	901-46001-400	\$376.00
Payroll Period Ending 08/31/2016	08/29/2016	13180	\$3,449.68		No	909-49310-430	\$1,132.98
Bernadette & Patrick Fiske	08/29/2016	13181	\$1,822.32	Escrow Refund	No	100-41101-100	\$3,449.68
Burnet Title	08/29/2016	13182	\$1,761.48	Escrow Refund	No	910-49310-430	\$1,822.32
Eckberg Lammers	08/29/2016	13183	\$8,855.23	Legal Services	No	913-46001-430	\$1,761.48
PERA	08/29/2016	13184	\$662.91	PERA	No	100-41204-300	\$1,985.50
						100-41205-300	\$5,234.18
						100-41206-300	\$1,635.55
IRS	08/29/2016	EFT79	\$1,153.79	Payroll Taxes	No	100-41102-120	\$355.13
						100-41113-100	\$307.78
						100-41103-100	\$362.24
						100-41107-100	\$429.31
						100-41110-100	\$293.58
						100-41112-100	\$68.66

Total For Selected Checks

\$277,717.77

\$277,717.77

KLINE BROS EXCAVATING
8996 110th St N
STILLWATER, MN 55082



Invoice

DATE	INVOICE #
8/28/16	2416

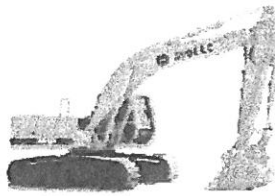
BILL TO	JOB ADDRESS
CITY OF GRANT 111 WILDWOOD RD WILLERNIE, MN 55090	SPECIAL PROJECTS DITCHWORK 100-43128

DUE DATE
9/7/16

DESCRIPTION	QTY	UNIT COST	AMOUNT
JARVIS AVE N DITCHWORK			0.00
8-08-16 E70	5.5	90.00	495.00
8-08-16 1845C	5.5	85.00	467.50
8-08-16 T600	5.5	75.00	412.50
8-08-16 LNT9000	4	75.00	300.00
JARVIS - 63RD DITCHWORK			0.00
8-09-16 E70	5.5	90.00	495.00
8-09-16 T600	4	75.00	300.00
8-09-16 1845C	5.5	85.00	467.50
8-09-16 LNT9000	6	75.00	450.00
JAMACA- 64TH DITCHWORK			0.00
8-10-16 E70	2	90.00	180.00
8-10-16 1845C	2.5	85.00	212.50
8-10-16 LNT9000	2	75.00	150.00
8-10-16 T600	1	75.00	75.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONHTLY SERV CHARGE	Total		4,005.00

#18,390.00

KLINE BROS EXCAVATING
8996 110th St N
STILLWATER, MN 55082



Invoice

DATE	INVOICE #
8/27/16	2412

BILL TO	JOB ADDRESS
CITY OF GRANT 111 WILDWOOD RD WILLERNIE, MN 55090	ROAD GRADING 100-43101

DUE DATE
9/6/16

DESCRIPTION	QTY	UNIT COST	AMOUNT
8-02-16 770B	6	80.00	480.00
8-02-16 740A	6	80.00	480.00
8-03-16 770B	4	80.00	320.00
8-03-16 740A	4.5	80.00	360.00
8-11-16 770B	4	80.00	320.00
8-11-16 740A	3	80.00	240.00
8-12-16 770B	4	80.00	320.00
8-12-16 740A	5	80.00	400.00
8-22-16 770B	8	80.00	640.00
8-22-16 740A	10.25	80.00	820.00
8-24-16 770B	5.75	80.00	460.00
8-24-16 740A	5.75	80.00	460.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE			
Total			5,300.00

KLINE BROS EXCAVATING
8996 110th St N
STILLWATER, MN 55082



Invoice

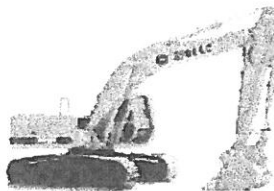
DATE	INVOICE #
8/28/16	2413

BILL TO	JOB ADDRESS
CITY OF GRANT 111 WILDWOOD RD WILLERNIE, MN 55090	ROAD GRAVEL 100-43106

DUE DATE
9/7/16

DESCRIPTION	QTY	UNIT COST	AMOUNT
7-28-16 LOADS HAULED FOR LOCKRIDGE HILL	5	75.00	375.00
7-29-16 LOADS HAULED FOR LOCKRIDGE	5	75.00	375.00
7-29-16 1845C	2	85.00	170.00
7-29-16 770B	2	80.00	160.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE			
Total			1,080.00

KLINE BROS EXCAVATING
8996 110th St N
STILLWATER, MN 55082



Invoice

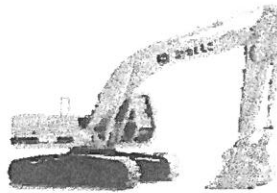
DATE	INVOICE #
8/28/16	2414

BILL TO	JOB ADDRESS
CITY OF GRANT 111 WILDWOOD RD WILLERNIE, MN 55090	ROAD SHOULDERING 100-43108

DUE DATE
9/7/16

DESCRIPTION	QTY	UNIT COST	AMOUNT
110TH ST NEAR LOCKRIDGE			0.00
7-29-16 1845C	1	85.00	85.00
7-29-16 LNT9000	2	75.00	150.00
JUSTEN TLR ACROSS FROM VICTORIA BARN SOUTH OF ELEC POLE			0.00
8-26-16 E70	6	90.00	540.00
8-26-16 1845C	4	85.00	340.00
8-26-16 T600	6.5	75.00	487.50
8-26-16 LNT9000	6.5	75.00	487.50
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE	Total		2,090.00

KLINE BROS EXCAVATING
8996 110th St N
STILLWATER, MN 55082



Invoice

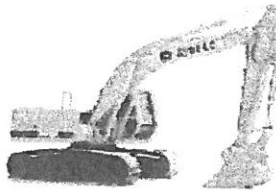
DATE	INVOICE #
8/28/16	2417

BILL TO	JOB ADDRESS
CITY OF GRANT 111 WILDWOOD RD WILLERNIE, MN 55090	DITCHWORK 100-43126

DUE DATE
9/7/16

DESCRIPTION	QTY	UNIT COST	AMOUNT
LOCKRIDGE DITCHWORK			0.00
7-28-16 E70	4.5	90.00	405.00
7-28-16 1845C	4.5	85.00	382.50
7-28-16 LNT9000	1	75.00	75.00
7-28-16 T600	1	75.00	75.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE			
Total			937.50

KLING BROS EXCAVATING
8996 110th St N
STILLWATER, MN 55082



Invoice

DATE	INVOICE #
8/28/16	2415

BILL TO	JOB ADDRESS
CITY OF GRANT 111 WILDWOOD RD WILLERNIE, MN 55090	CULVERT WORK 100-43111

DUE DATE
9/7/16

DESCRIPTION	QTY	UNIT COST	AMOUNT
CULVERT AND DRAINAGE WORK ACROSS FROM VICTORIA BARN ON JUSTEN TRL N			0.00
8-18-16 15" X 30' METAL CULVERT WITH APRONS			2,000.00
8-18-16 1845C	3	85.00	255.00
8-18-16 LNT9000	3	75.00	225.00
8-23-16 E70	4.5	90.00	405.00
8-23-16 T600	4.5	75.00	337.50
8-23-16 LNT9000	4.5	75.00	337.50
8-23-16 1845C	1	85.00	85.00
8-25-16 T600	5.5	75.00	412.50
8-25-16 E70	5	90.00	450.00
8-25-16 LNT9000	4	75.00	300.00
8-25-16 1845C	2	85.00	170.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE			
Total			4,977.50



PO Box 5512 • Denver, CO 80217
Inquiries: 800.369.3878 • Fax: 970.346.3959

Collective Invoice

ORIGINAL

Invoice Date 06/30/2016
Invoice Number CD201616053
Customer Number 13555

Customer Address
City of Grant
111 Wildwood Road
Box 577
Willernie MN 55090

Due Date
07/15/2016
Terms of Payment
15 Days Net

Order Number D9937
Your Reference Scott Anderson 651-762-6300
Purchase Order Number verbal
Customer City of Grant

DO #	Pos	Part No	Taxabl	Sales Quantity	Unit	Sale Unit Price	Disc. %	Discount Amount	Net Amount
Receipt Ref:		Description		Price Quantity	Unit		Tax %		USD
394981	1	1010-APP		4,252.00	gal	0.8850	0%	0.00	3,763.02
2057		Calcium Chloride 38% - Applied		4,252.00	gal		%		
394982	1	1010-APP		4,302.00	gal	0.8850	0%	0.00	3,807.27
2058		Calcium Chloride 38% - Applied		4,302.00	gal		%		
394983	1	1010-APP		4,299.00	gal	0.8850	0%	0.00	3,804.62
2061		Calcium Chloride 38% - Applied		4,299.00	gal		%		
394984	1	1010-APP		4,297.00	gal	0.8850	0%	0.00	3,802.85
2060		Calcium Chloride 38% - Applied		4,297.00	gal		%		
394985	1	1010-APP		4,300.00	gal	0.8850	0%	0.00	3,805.50
2059		Calcium Chloride 38% - Applied		4,300.00	gal		%		
394986	1	1010-APP		4,252.00	gal	0.8850	0%	0.00	3,763.02
2064		Calcium Chloride 38% - Applied		4,252.00	gal		%		
394987	1	1010-APP		4,303.00	gal	0.8850	0%	0.00	3,808.16
2067		Calcium Chloride 38% - Applied		4,303.00	gal		%		

Invoice No: CD201616053
Due Date: 07/15/2016
Total Invoice: 31,567.97

Past due invoices accrue finance charges at 1.5% per month



PO Box 5512 • Denver, CO 80217
Inquiries: 800.369.3878 • Fax: 970.346.3959

Collective Invoice

ORIGINAL

Invoice Date 06/30/2016
Invoice Number CD201616053
Customer Number 13555

DO #	Pos	Part No	Taxabl	Sales Quantity	Unit	Sale Unit Price	Disc. %	Discount Amount	Net Amo
Receipt Ref:		Description		Price Quantity	Unit		Tax %		U:
394988	1	1010-APP		4,450.00	gal	0.8850	0%	0.00	3,938.2
2069		Calcium Chloride 38% - Applied		4,450.00	gal		%		
394989	1	1010-APP		1,215.00	gal	0.8850	0%	0.00	1,075.2
2072		Calcium Chloride 38% - Applied		1,215.00	gal		%		

Order Sub Total Amount 31,567.9

Order Total Exclusive Tax 31,567.9

Tax 0.00

Order Total 31,567.97

Sub Total Amount 31,567.97

Total Exclusive Tax 31,567.97

Total Tax 0.00

Invoice Amount to Pay 31,567.97

Invoice No: CD201616053
Due Date: 07/15/2016
Total Invoice: 31,567.97

Past due invoices accrue finance charges at 1.5% per month



PO Box 5512 • Denver, CO 80217
Inquiries: 800.369.3878 • Fax: 970.346.3959

Collective Invoice

ORIGINAL

Invoice Date 07/29/2016
Invoice Number CD201617966
Customer Number 13555

Customer Address
City of Grant
111 Wildwood Road
Box 577
Willernie MN 55090

Due Date
08/13/2016
Terms of Payment
15 Days Net

Order Number D9938
Your Reference Scott Anderson 651-762-6300
Purchase Order Number verbal
Customer City of Grant

DO #	Pos	Part No	Taxabl	Sales Quantity	Unit	Sale Unit Price	Disc. %	Discount Amount	Net Amount
Receipt Ref:		Description		Price	Quantity	Unit	Tax %		USD
394990	1	1010-APP		4,252.00	gal	0.8850	0%	0.00	3,763.02
2135		Calcium Chloride 38% - Applied		4,252.00	gal		%		
394991	1	1010-APP		4,000.00	gal	0.8850	0%	0.00	3,540.00
2139		Calcium Chloride 38% - Applied		4,000.00	gal		%		

Order Sub Total Amount 7,303.02

Order Total Exclusive Tax 7,303.02

Tax 0.00

Order Total 7,303.02

Sub Total Amount 7,303.02

Total Exclusive Tax 7,303.02

Total Tax 0.00

Invoice Amount to Pay 7,303.02

Past due invoices accrue finance charges at 1.5% per month

Invoice No: CD201617966
Due Date: 08/13/2016
Total Invoice: 7,303.02

M.J. RALEIGH TRUCKING INC.
P.O. BOX 261
STILLWATER, MN 55082-0261
(651)-439-1488

STATEMENT
CLOSING DATE

thru 07/31/16

CITY of GRANT
111 WILDWOOD ROAD
WILLERNIE, MN

55090

Cust. # 730

Invoice Date	Ref Number	Reference	Mat. Qty.	Unit Price	Haul/ Service	Sales Tax	Charges/ Credits
Job #							
Job Name		DELIVERED/SPREAD					
Location		PIT					
6/20/2016	160416	C-5/HC/DEL/SPREAD	23.37 TON	\$9.20		\$0.00	\$215.00
6/20/2016	160417	C-5/HC/DEL/SPREAD	19.3 TON	\$9.20		\$0.00	\$177.56
6/20/2016	160418	C-5/HC/DEL/SPREAD	23.45 TON	\$9.20		\$0.00	\$215.74
6/20/2016	160419	C-5/HC/DEL/SPREAD	23.46 TON	\$9.20		\$0.00	\$215.83
6/20/2016	160420	C-5/HC/DEL/SPREAD	26 TON	\$9.20		\$0.00	\$239.20
6/20/2016	160422	C-5/HC/DEL/SPREAD	22.36 TON	\$9.20		\$0.00	\$205.71
6/20/2016	160423	C-5/HC/DEL/SPREAD	19.2 TON	\$9.20		\$0.00	\$176.64
6/20/2016	160424	C-5/HC/DEL/SPREAD	23.67 TON	\$9.20		\$0.00	\$217.76
6/20/2016	160425	C-5/HC/DEL/SPREAD	23.34 TON	\$9.20		\$0.00	\$214.73
6/20/2016	160426	C-5/HC/DEL/SPREAD	25.67 TON	\$9.20		\$0.00	\$236.16
6/20/2016	160429	C-5/HC/DEL/SPREAD	22.5 TON	\$9.20		\$0.00	\$207.00
6/20/2016	160431	C-5/HC/DEL/SPREAD	23.13 TON	\$9.20		\$0.00	\$212.80
6/20/2016	160434	C-5/HC/DEL/SPREAD	18 TON	\$9.20		\$0.00	\$165.60
6/20/2016	160435	C-5/HC/DEL/SPREAD	22.72 TON	\$9.20		\$0.00	\$209.02
6/20/2016	160437	C-5/HC/DEL/SPREAD	25.98 TON	\$9.20		\$0.00	\$239.02
6/20/2016	160440	C-5/HC/DEL/SPREAD	22.55 TON	\$9.20		\$0.00	\$207.46
6/20/2016	160441	C-5/HC/DEL/SPREAD	19.3 TON	\$9.20		\$0.00	\$177.56
6/20/2016	160442	C-5/HC/DEL/SPREAD	23.68 TON	\$9.20		\$0.00	\$217.86
6/20/2016	160443	C-5/HC/DEL/SPREAD	23.26 TON	\$9.20		\$0.00	\$213.99
6/20/2016	160455	C-5/HC/DEL/SPREAD	25.65 TON	\$9.20		\$0.00	\$235.98
6/20/2016	160461	C-5/HC/DEL/SPREAD	22.75 TON	\$9.20		\$0.00	\$209.30
6/20/2016	160462	C-5/HC/DEL/SPREAD	19.4 TON	\$9.20		\$0.00	\$178.48
6/20/2016	160464	C-5/HC/DEL/SPREAD	23.23 TON	\$9.20		\$0.00	\$213.72
6/20/2016	160465	C-5/HC/DEL/SPREAD	23 TON	\$9.20		\$0.00	\$211.60
6/20/2016	160466	C-5/HC/DEL/SPREAD	25.79 TON	\$9.20		\$0.00	\$237.27
6/20/2016	160468	C-5/HC/DEL/SPREAD	22.65 TON	\$9.20		\$0.00	\$208.38
6/20/2016	160469	C-5/HC/DEL/SPREAD	19.2 TON	\$9.20		\$0.00	\$176.64
6/20/2016	160470	C-5/HC/DEL/SPREAD	23.12 TON	\$9.20		\$0.00	\$212.70
6/20/2016	160471	C-5/HC/DEL/SPREAD	23.31 TON	\$9.20		\$0.00	\$214.45
6/20/2016	160472	C-5/HC/DEL/SPREAD	25.92 TON	\$9.20		\$0.00	\$238.46
6/20/2016	160474	C-5/HC/DEL/SPREAD	19.5 TON	\$9.20		\$0.00	\$179.40
6/20/2016	160476	C-5/HC/DEL/SPREAD	24.5 TON	\$9.20		\$0.00	\$225.40
6/20/2016	160477	C-5/HC/DEL/SPREAD	25.77 TON	\$9.20		\$0.00	\$237.08
6/20/2016	160479	C-5/HC/DEL/SPREAD	23.45 TON	\$9.20		\$0.00	\$215.74
6/20/2016	160480	C-5/HC/DEL/SPREAD	19.3 TON	\$9.20		\$0.00	\$177.56

6/20/2016	160481	C-5/HC/DEL/SPREAD	25.83 TON	\$9.20	\$0.00	\$237.64
6/20/2016	160482	C-5/HC/DEL/SPREAD	24.5 TON	\$9.20	\$0.00	\$225.40
6/20/2016	160485	C-5/HC/DEL/SPREAD	25.9 TON	\$9.20	\$0.00	\$238.28
6/20/2016	160487	C-5/HC/DEL/SPREAD	24.35 TON	\$9.20	\$0.00	\$224.02
6/20/2016	160488	C-5/HC/DEL/SPREAD	25.64 TON	\$9.20	\$0.00	\$235.89
6/20/2016	160491	C-5/HC/DEL/SPREAD	25.92 TON	\$9.20	\$0.00	\$238.46
6/20/2016	160492	C-5/HC/DEL/SPREAD	24.5 TON	\$9.20	\$0.00	\$225.40
6/20/2016	160493	C-5/HC/DEL/SPREAD	23.23 TON	\$9.20	\$0.00	\$213.72
6/20/2016	160494	C-5/HC/DEL/SPREAD	23.45 TON	\$9.20	\$0.00	\$215.74
6/21/2016	160119	C-5/HC/DEL/SPREAD	23.75 TON	\$9.20	\$0.00	\$218.50
6/21/2016	160497	C-5/HC/DEL/SPREAD	23.48 TON	\$9.20	\$0.00	\$216.02
6/21/2016	160498	C-5/HC/DEL/SPREAD	23.75 TON	\$9.20	\$0.00	\$218.50
6/21/2016	160499	C-5/HC/DEL/SPREAD	18.9 TON	\$9.20	\$0.00	\$173.88
6/21/2016	160500	C-5/HC/DEL/SPREAD	23.6 TON	\$9.20	\$0.00	\$217.12
6/21/2016	161146	C-5/HC/DEL/SPREAD	25.96 TON	\$9.20	\$0.00	\$238.83
6/21/2016	161147	C-5/HC/DEL/SPREAD	23.75 TON	\$9.20	\$0.00	\$218.50
6/21/2016	161149	C-5/HC/DEL/SPREAD	23.21 TON	\$9.20	\$0.00	\$213.53
6/21/2016	161150	C-5/HC/DEL/SPREAD	23.59 TON	\$9.20	\$0.00	\$217.03
6/21/2016	161151	C-5/HC/DEL/SPREAD	25.97 TON	\$9.20	\$0.00	\$238.92
6/21/2016	161152	C-5/HC/DEL/SPREAD	22.92 TON	\$9.20	\$0.00	\$210.86
6/21/2016	161153	C-5/HC/DEL/SPREAD	23.75 TON	\$9.20	\$0.00	\$218.50
6/21/2016	161154	C-5/HC/DEL/SPREAD	23.19 TON	\$9.20	\$0.00	\$213.35
6/21/2016	161155	C-5/HC/DEL/SPREAD	22.52 TON	\$9.20	\$0.00	\$207.18
6/21/2016	161156	C-5/HC/DEL/SPREAD	26.1 TON	\$9.20	\$0.00	\$240.12
6/21/2016	161157	C-5/HC/DEL/SPREAD	23.1 TON	\$9.20	\$0.00	\$212.52
6/21/2016	161158	C-5/HC/DEL/SPREAD	23.75 TON	\$9.20	\$0.00	\$218.50
6/21/2016	161160	C-5/HC/DEL/SPREAD	23.18 TON	\$9.20	\$0.00	\$213.26
6/21/2016	161161	C-5/HC/DEL/SPREAD	23.2 TON	\$9.20	\$0.00	\$213.44
6/21/2016	161163	C-5/HC/DEL/SPREAD	25.87 TON	\$9.20	\$0.00	\$238.00
6/21/2016	161164	C-5/HC/DEL/SPREAD	23.09 TON	\$9.20	\$0.00	\$212.43
6/21/2016	161165	C-5/HC/DEL/SPREAD	18.5 TON	\$9.20	\$0.00	\$170.20
6/21/2016	161167	C-5/HC/DEL/SPREAD	23.12 TON	\$9.20	\$0.00	\$212.70
6/21/2016	161169	C-5/HC/DEL/SPREAD	25.7 TON	\$9.20	\$0.00	\$236.44
6/21/2016	161170	C-5/HC/DEL/SPREAD	22.63 TON	\$9.20	\$0.00	\$208.20
6/21/2016	161171	C-5/HC/DEL/SPREAD	22.99 TON	\$9.20	\$0.00	\$211.51
6/21/2016	161172	C-5/HC/DEL/SPREAD	23.15 TON	\$9.20	\$0.00	\$212.98
6/21/2016	161173	C-5/HC/DEL/SPREAD	23.21 TON	\$9.20	\$0.00	\$213.53
6/21/2016	161175	C-5/HC/DEL/SPREAD	19.2 TON	\$9.20	\$0.00	\$176.64
6/21/2016	161178	C-5/HC/DEL/SPREAD	26 TON	\$9.20	\$0.00	\$239.20
6/21/2016	161180	C-5/HC/DEL/SPREAD	23.75 TON	\$9.20	\$0.00	\$218.50
6/21/2016	161183	C-5/HC/DEL/SPREAD	23.75 TON	\$9.20	\$0.00	\$218.50
6/21/2016	161184	C-5/HC/DEL/SPREAD	18.7 TON	\$9.20	\$0.00	\$172.04
6/21/2016	161185	C-5/HC/DEL/SPREAD	23.23 TON	\$9.20	\$0.00	\$213.72
6/21/2016	161186	C-5/HC/DEL/SPREAD	26 TON	\$9.20	\$0.00	\$239.20
7/26/2016	161986	C-5/HC/DEL/SPREAD	23.59 TON	\$9.20	\$0.00	\$217.03
7/26/2016	162399	C-5/HC/DEL/SPREAD	23.75 TON	\$9.20	\$0.00	\$218.50
7/26/2016	162400	C-5/HC/DEL/SPREAD	19.3 TON	\$9.20	\$0.00	\$177.56
7/26/2016	162401	C-5/HC/DEL/SPREAD	23.51 TON	\$9.20	\$0.00	\$216.29
7/26/2016	162402	C-5/HC/DEL/SPREAD	23.75 TON	\$9.20	\$0.00	\$218.50
7/26/2016	162403	C-5/HC/DEL/SPREAD	26.07 TON	\$9.20	\$0.00	\$239.84
7/26/2016	162404	C-5/HC/DEL/SPREAD	23.04 TON	\$9.20	\$0.00	\$211.97
7/26/2016	162405	C-5/HC/DEL/SPREAD	23.49 TON	\$9.20	\$0.00	\$216.11
7/26/2016	162406	C-5/HC/DEL/SPREAD	23.38 TON	\$9.20	\$0.00	\$215.10
7/26/2016	162407	C-5/HC/DEL/SPREAD	25.92 TON	\$9.20	\$0.00	\$238.46
7/26/2016	162408	C-5/HC/DEL/SPREAD	23.17 TON	\$9.20	\$0.00	\$213.16
7/26/2016	162409	C-5/HC/DEL/SPREAD	23.75 TON	\$9.20	\$0.00	\$218.50
7/26/2016	162410	C-5/HC/DEL/SPREAD	23.75 TON	\$9.20	\$0.00	\$218.50
7/26/2016	162411	C-5/HC/DEL/SPREAD	25.89 TON	\$9.20	\$0.00	\$238.19
7/26/2016	162412	C-5/HC/DEL/SPREAD	23.23 TON	\$9.20	\$0.00	\$213.72

7/26/2016	162413	C-5/HC/DEL/SPREAD	23.02 TON	\$9.20	\$0.00	\$211.78
7/26/2016	162414	C-5/HC/DEL/SPREAD	23.42 TON	\$9.20	\$0.00	\$215.46
7/26/2016	162415	C-5/HC/DEL/SPREAD	23.75 TON	\$9.20	\$0.00	\$218.50
7/26/2016	162416	C-5/HC/DEL/SPREAD	25.8 TON	\$9.20	\$0.00	\$237.36
7/26/2016	162417	C-5/HC/DEL/SPREAD	23.2 TON	\$9.20	\$0.00	\$213.44
7/26/2016	162418	C-5/HC/DEL/SPREAD	22.33 TON	\$9.20	\$0.00	\$205.44
7/26/2016	162419	C-5/HC/DEL/SPREAD	23.75 TON	\$9.20	\$0.00	\$218.50
7/26/2016	162420	C-5/HC/DEL/SPREAD	19 TON	\$9.20	\$0.00	\$174.80
7/26/2016	162421	C-5/HC/DEL/SPREAD	25.05 TON	\$9.20	\$0.00	\$230.46
7/26/2016	162423	C-5/HC/DEL/SPREAD	23.75 TON	\$9.20	\$0.00	\$218.50
7/26/2016	162424	C-5/HC/DEL/SPREAD	23.07 TON	\$9.20	\$0.00	\$212.24
7/26/2016	162425	C-5/HC/DEL/SPREAD	23.54 TON	\$9.20	\$0.00	\$216.57
7/26/2016	162426	C-5/HC/DEL/SPREAD	23.75 TON	\$9.20	\$0.00	\$218.50
7/26/2016	162427	C-5/HC/DEL/SPREAD	25.7 TON	\$9.20	\$0.00	\$236.44
7/26/2016	162428	C-5/HC/DEL/SPREAD	23.37 TON	\$9.20	\$0.00	\$215.00
7/26/2016	162429	C-5/HC/DEL/SPREAD	18.7 TON	\$9.20	\$0.00	\$172.04
7/26/2016	162430	C-5/HC/DEL/SPREAD	22.81 TON	\$9.20	\$0.00	\$209.85
7/26/2016	162431	C-5/HC/DEL/SPREAD	23.62 TON	\$9.20	\$0.00	\$217.30
7/26/2016	162432	C-5/HC/DEL/SPREAD	26.04 TON	\$9.20	\$0.00	\$239.57
7/26/2016	162433	C-5/HC/DEL/SPREAD	23.24 TON	\$9.20	\$0.00	\$213.81
7/26/2016	162434	C-5/HC/DEL/SPREAD	23.16 TON	\$9.20	\$0.00	\$213.07
7/26/2016	162435	C-5/HC/DEL/SPREAD	23.75 TON	\$9.20	\$0.00	\$218.50
7/26/2016	162436	C-5/HC/DEL/SPREAD	19.2 TON	\$9.20	\$0.00	\$176.64
7/26/2016	162437	C-5/HC/DEL/SPREAD	23.75 TON	\$9.20	\$0.00	\$218.50
7/26/2016	162438	C-5/HC/DEL/SPREAD	23.62 TON	\$9.20	\$0.00	\$217.30
7/26/2016	162439	C-5/HC/DEL/SPREAD	23.75 TON	\$9.20	\$0.00	\$218.50
7/26/2016	162440	C-5/HC/DEL/SPREAD	22.36 TON	\$9.20	\$0.00	\$205.71
7/26/2016	162441	C-5/HC/DEL/SPREAD	23.75 TON	\$9.20	\$0.00	\$218.50
7/26/2016	162443	C-5/HC/DEL/SPREAD	23.39 TON	\$9.20	\$0.00	\$215.19
7/26/2016	162444	C-5/HC/DEL/SPREAD	23.25 TON	\$9.20	\$0.00	\$213.90
7/27/2016	162446	C-5/HC/DEL/SPREAD	19.1 TON	\$9.20	\$0.00	\$175.72
7/27/2016	162447	C-5/HC/DEL/SPREAD	25.73 TON	\$9.20	\$0.00	\$236.72
7/27/2016	162449	C-5/HC/DEL/SPREAD	23.85 TON	\$9.20	\$0.00	\$219.42
7/27/2016	162450	C-5/HC/DEL/SPREAD	23.59 TON	\$9.20	\$0.00	\$217.03
7/27/2016	162453	C-5/HC/DEL/SPREAD	24.64 TON	\$9.20	\$0.00	\$226.69
7/27/2016	162454	C-5/HC/DEL/SPREAD	25.25 TON	\$9.20	\$0.00	\$232.30
7/27/2016	162457	C-5/HC/DEL/SPREAD	25.98 TON	\$9.20	\$0.00	\$239.02
7/27/2016	162458	C-5/HC/DEL/SPREAD	23.78 TON	\$9.20	\$0.00	\$218.78
7/27/2016	162459	C-5/HC/DEL/SPREAD	24.73 TON	\$9.20	\$0.00	\$227.52
7/27/2016	162460	C-5/HC/DEL/SPREAD	26.1 TON	\$9.20	\$0.00	\$240.12
7/27/2016	162461	C-5/HC/DEL/SPREAD	24.66 TON	\$9.20	\$0.00	\$226.87
7/27/2016	162463	C-5/HC/DEL/SPREAD	25.25 TON	\$9.20	\$0.00	\$232.30
7/27/2016	162466	C-5/HC/DEL/SPREAD	25.83 TON	\$9.20	\$0.00	\$237.64
7/27/2016	162468	C-5/HC/DEL/SPREAD	25.25 TON	\$9.20	\$0.00	\$232.30
7/27/2016	162469	C-5/HC/DEL/SPREAD	24.22 TON	\$9.20	\$0.00	\$222.82
7/27/2016	162471	C-5/HC/DEL/SPREAD	25.78 TON	\$9.20	\$0.00	\$237.18

SUBTOTAL

3283.58

SUBTOTAL

\$30,208.94

Job #

Job Name

Location

FOB

PIT

6/16/2016	160374	C-5/HC/FOB	40.94 TON	\$5.20	\$0.00	\$212.89
6/16/2016	160394	C-5/HC/FOB	27.86 TON	\$5.20	\$0.00	\$144.87
6/17/2016	160405	C-5/HC/FOB	98.46 TON	\$5.20	\$0.00	\$511.99
6/17/2016	160410	C-5/HC/FOB	52.89 TON	\$5.20	\$0.00	\$275.03
7/5/2016	161780	C-5/HC/FOB	37.43 TON	\$5.20	\$0.00	\$194.64
7/6/2016	161802	C-5/HC/FOB	62.66 TON	\$5.20	\$0.00	\$325.83

7/7/2016 161830	C-5/HC/FOB	25.16 TON	\$5.20	\$0.00	\$130.83
7/8/2016 161857	C-5/HC/FOB	64.64 TON	\$5.20	\$0.00	\$336.13
7/8/2016 161870	C-5/HC/FOB	13.09 TON	\$5.20	\$0.00	\$68.07
7/18/2016 162185	C-5/HC/FOB	10.34 TON	\$5.20	\$0.00	\$53.77
7/28/2016 162546	C-5/HC/FOB	63.33 TON	\$5.20	\$0.00	\$329.32
7/29/2016 162559	C-5/HC/FOB	62.18 TON	\$5.20	\$0.00	\$323.34

SUBTOTAL

558.98

SUBTOTAL

\$2,906.70

MN SALES TAX INCLUDED IN UNIT PRICE
WHERE APPLICABLE

WASH. CO. GRAVEL TAX INCLUDED
IN UNIT PRICE WHERE APPLICABLE

BALANCE DUE

\$33,115.63

BALANCE DUE

\$33,115.63

ALLIED BLACKTOP COMPANY
10503 89TH AVENUE NORTH
MAPLE GROVE, MN 55369
Phone (763) 425-0575

Invoice No.	22551
Page	1

B I L L T O	CITY OF GRANT WILLERNIE CITY HALL 111 WILDWOOD ROAD WILLERNIE MN 55090-0487	J O B N O	1643 CITY OF GRANT
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Invoice Date	Invoice No.	Customer No.	Payment Terms	Contract No.
08/16/16	22551	GRA017	NET 30	

Quantity	Description	Unit Price	Extended Price
1.00	2016 STREET SEAL COAT PROGRAM	35997.5000	35,997.50
	1) CRS-2: 6,895 GAL @ .50 = \$3,447.50		
	2) 1/8" TRAP: 280 TON @ 110 = \$30,800.00		
	3) TRAFFIC CONTROL: LUMP SUM 1 = \$1,750.00		
<i>Approved</i> <i>8/18</i> <i>Barz</i>			
Gross		Retainage	Tax
35,997.50		.00	.00
			Net Amount
			35,997.50



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

To: GRANT CITY
PO BOX 577
WILLERNIE MN 55090

Invoice

Invoice Number:	90847
Account Number:	27164
Due Date	8/21/16
Amount Enclosed:	\$ _____
Federal Tax Id:41-6005919 JF	

Please return top portion with payment. Thank You.

Invoice					
Date	Number	Type	Due Date	Remark	Amount
7/29/16	90847	Invoice	8/21/16	Jan-Jun 2016 Police Services	\$55,950.78
<p>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.</p> <p>Please make check payable to Washington County and mail to the address above.</p>				Invoice Total	\$55,950.78
				Sales Tax	
				Balance Due	\$55,950.78

Questions?

Jenny Flores 651-430-7844
Jennifer.Flores@co.washington.mn.us

Brochman Blacktopping Co.
12770 Mckusick Rd.
Stillwater, Mn. 55082

Invoice

Date 8/10/2016
Invoice # 4200

Bill To

City Of Grant
111 Wildwood Rd.
Po. Box. 577
Willernie, MN 55090

Terms Due on receipt

Due Date 8/10/2016

Item	Description	Qty	Price	Amount
Overlay	Labor & materials for Special Asphalt Overlay Project installed at the south end of Keats Avenue (Grant) MN 55082. 08/09/2016	1	39,250.00	39,250.00
Thank you! for your business.		Subtotal		\$39,250.00
		Sales Tax (0.0%)		\$0.00
		Total		\$39,250.00
		Payments/Credits		\$0.00
		Balance Due		\$39,250.00

brochmanpaving@msn.com 651-439-5379

Bill ToCity Of Grant
111 Wildwood Rd.
Po. Box. 577
Willernie, MN 55090

Terms Due on receipt

Due Date 8/10/2016

Item	Description	Qty	Price	Amount
asphalt mix	Tons			
Truck	With driver (hours)	3	49.00	147.00
Skid loader	With operator (hours)	4	88.00	352.00
Roller	With operator (hours)	2	78.00	156.00
Man hours	Labor	2	73.00	146.00
		5	57.00	285.00
	Labor & materials for large asphalt pot hole patching repair at Mckusick Rd. No. (Grant). 07/23/2016			
Thank you! for your business.				
Subtotal				\$1,086.00
Sales Tax (0.0%)				\$0.00
Total				\$1,086.00
Payments/Credits				\$0.00
Balance Due				\$1,086.00

brochmanpaving@msn.com 651-439-5379 651-439-5379

Brochman Blacktopping Co.
12770 Mckusick Rd.
Stillwater, Mn. 55082

Invoice

Date 8/12/2016
Invoice # 4204

Bill To

City Of Grant
111 Wildwood Rd.
Po. Box. 577
Willernie, MN 55090

Terms Due on receipt

Due Date 8/12/2016

Item	Description	Qty	Price	Amount
asphalt mix	Tons	5	49.00	245.00
Truck	With driver (hours)	2	88.00	176.00
Skid loader	With operator (hours)	2	73.00	146.00
Roller	With operator (hours)	2	78.00	156.00
Man hours	Labor	6	57.00	342.00
	Labor & materials for asphalt pot hole patching at Mckusick Rd. No. (Grant) MN 55082. 08/11/2016			

Thank you! for your business.

Subtotal	\$1,065.00
Sales Tax (0.0%)	\$0.00
Total	\$1,065.00
Payments/Credits	\$0.00
Balance Due	\$1,065.00

brochmanpaving@msn.com

651-439-5379
651-439-5379



**ECKBERG
LAMMERS**
ATTORNEYS AT LAW

www.eckberglammers.com

Writer's Direct Dial:
(651) 351-2119

Writer's E-mail:
tweidner@eckberglammers.com

Reply to Stillwater

August 12, 2016

City of Grant
Attn: City Administrator
111 Wildwood Road
Willernie, MN 55090

Re: New State Required MGA Program as of August 1, 2016

Dear Administrator:

The State of Minnesota implemented a new document access program, "New MGA", as of August 1, 2016. The "New MGA" program provides us with the same information as the former program, Odyssey. The change of programs requires a new portal access. The change in portal access for the "New MGA" requires new applications be completed by the City for the New MGA program before our office can access the information.

Please place these documents on your next council agenda for approval: Master Subscriber Agreement and New MGA Request Form.

Once approved, we respectfully request your signature, as well as the Mayor's on each and return to our office. Our office will then submit the application on your behalf. Please note that the access provided by this program is essential to prosecute criminal cases on behalf of your city. The information accessed includes court information regarding a defendant's past criminal charges, convictions and dispositions.

Also enclosed please find an Overview of the new Required Minnesota Government Access Program for your reference. If you have any questions, please feel free to contact my office.

Sincerely,

Thomas J. Weidner

TJW
Enclosures

Stillwater Office
1809 Northwestern Avenue
Stillwater, MN 55082
Phone: 651-439-2878
Fax: 651-439-2923

Hudson Office
430 Second Street
Hudson, WI 54016
Phone: 715-386-3733
Fax: 715-386-6456

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Complete this entire form. You may clearly print, type, or complete electronically. **Tip:** This is a Microsoft Word document. To complete this form electronically: 1) save to your computer, 2) press Tab to fill out the form fields, 3) save and attach to e-mail submission

5. Signatures

This Request Form is submitted in connection with and made part of the most recent Master Subscriber Agreement executed by the Applicant and the State. An individual authorized to sign on behalf of and bind the government agency in written agreements signs under the Applicant signature block below.

APPLICANT		THE STATE	
By:		By:	
	(signature)		(signature)
Date:		Date:	
Name:	Kim Points	Name:	
	(typed)		(typed)
Title:	City Administrator	Title:	
Office:	Grant City Hall	Office:	

6. Submission

This Request Form and all required attachments should be emailed to GSAreceiving@sp.courts.state.mn.us.

CITY OF GRANT
GRAVEL ROAD MAINTENANCE AGREEMENT

This amended agreement, made and entered into this 6th day of September, 2016, by and between the City of Grant, a Municipal Corporation, hereinafter referred to as "City", and _____ Kline Bros. Excavating, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the City is desirous of contracting with the Contractor for the performance of routine maintenance of gravel roadways under the jurisdiction of said City; and

WHEREAS, the Contractor is agreeable to and desirous of rendering such maintenance services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for under Minnesota Law; and

WHEREAS, the parties acknowledge that this Agreement includes and incorporates by reference herein, the Request for Quotes, Special Provision for 2017-2019 Gravel Roadway Maintenance which is attached and incorporated herein as Exhibit A, and the Contractor's Accepted Quote which is attached and incorporated herein as Exhibit B, and

NOW, THEREFORE, pursuant to the terms of the law and any amendments and revisions subsequent thereto and in consideration of the mutual promises contained herein, it is mutually agreed between the City and Contractor as follows:

SECTION I
SERVICES

The Contractor agrees to provide gravel roadway maintenance within the corporate limits of the City to the extent and in the manner hereinafter set forth.

1. The Contractor will perform routine maintenance of the City's gravel roadways, which shall include grading and spot graveling as directed by the City's Road Commissioner and in accordance with the Special Provision prepared by WSB & Associates, Inc., for the contract years of 2017 —2019 which are incorporated herein by reference.
2. The Contractor will perform additional maintenance, which shall include, but is not limited to, graveling, hauling as specifically requested by the Road Commissioner.
3. The Contractor will furnish personnel and operate equipment or hire same for said road maintenance operations as needed. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of the maintenance, but the Contractor shall not be responsible for the negligence of the City, its staff, or engineer in the Special Provision, method, technique, sequence or procedure which is shown or indicated in and expressly required by this Agreement and Policies which are incorporated herein by reference.
4. The standards of performance, discipline of employees, method of providing services, and other matters incident to the performance of road maintenance services under this Agreement, including personnel to be employed, shall be determined by the Contractor. Contractor shall

provide competent, suitably qualified personnel to perform the maintenance work as required by the contract, specifications, and policies. Contractor shall at all times maintain good discipline and order of its employees, contractors, and agents performing work under this contract, specifications, or policies.

5. The Contractor agrees to furnish all supplies, except as provided herein, hand tools and supervision necessary to perform the street and road maintenance services to be rendered under this Agreement.
6. The Contractor agrees to keep a record of the time of employees (start and finish times less breaks and lunch) for work done, equipment furnished, materials furnished, and shall prepare and make an itemized statement thereof showing the amount due hereunder and submit a weekly statement to the City.

SECTION II **COST AND PAYMENT**

The City agrees to pay the Contractor for the cost and expense for performing the road maintenance services provided for by this Agreement, with the amount of payment to be determined as set forth in the Request for Quotes.

1. The City agrees to compensate the Contractor as set forth in the bid submitted by the Contractor for each piece of equipment or type of work set forth therein. The bid proposal was accepted on a per unit basis contract.
2. The City shall pay the Contractor for fuel escalation costs as defined in the table below. To qualify for such reimbursement, the Contractor shall file a written claim presenting all required data and receipts for determining the amount of reimbursement. Minimum documentation shall include the purchase receipt, date of purchase and consumption, equipment operated, location of grading, and length of operating time. Payment shall be made on an hourly basis as an increase to the bid unit price in the proposal form. The City shall make the final determination if payment for fuel escalation has been proven and payment is warranted.

<u>Fuel Price</u>	<u>Additional Hourly Payment</u>
\$4.00 - \$4.49 per gallon	No additional compensation
\$4.50 - \$4.99 per gallon	Additional \$2.50 per hour
\$5.00 per gallon or greater	Additional \$5.00 per hour
3. Upon receipt of a monthly statement from Contractor to the Engineer for equipment and material costs, the City agrees to pay contractor on a monthly basis.
4. Except as otherwise specified herein, the City shall not be obligated to, or responsible for, or liable for compensation or indemnity to any employee of the Contractor performing maintenance services under this Agreement to the City for injury or sickness arising out of his/her employment, and the Contractor agrees to hold the City harmless against any such claim.
5. The City shall determine the extent, nature, and level of service to be provided on said streets and roads and so inform the Contractor.

SECTION III

TERMINATION OF CONTRACT

Unless sooner terminated as provided herein, this Agreement shall be effective upon the date specified in Section VII, Paragraph 5 of this Agreement and shall be valid a period not to exceed two years ending on December 31, 2016. This contract and its terms may be renewed at the discretion of City Council. The contract shall be reviewed on an annual basis and is subject to termination by the City if the quality or performance of the work by the Contractor is unacceptable, or if the City in its sole discretion, deems it appropriate to utilize other means for maintaining their roadways.

- a. The City may terminate this contract for cause if any one or more of the following events occurs:
 - 1. Contractor's persistent failure to perform the work in accordance with the Agreement and policies (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment.)
 - 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction.
 - 3. Contractor's disregard of the authority of the City, its Road Commissioner, or its Engineer.
 - 4. Contractor's violation in any substantial way of any provisions of this Contract, the specifications, and policies of the City.

If one or more of the events identified in Section III, paragraph a. occur the City may, after giving the Contractor (and the surety) seven (7) days written notice terminate the services of Contractor. In such case, Contractor shall not be entitled to receive any further payments and City shall utilize whatever means are necessary to contract for the services to perform the duties the Contractor was to perform under this contract, specifications, or policies. If the unpaid balance owed to the Contractor exceeds all claims, costs, losses and charges of engineers, attorneys, and other professionals and all court or arbitration or other dispute resolution costs sustained by the City arising out of or relating to completing the maintenance contract, such excess will be paid to the Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to the City. When exercising any rights or remedies under this paragraph the City shall not be required to obtain the lowest price for the work to be performed.

Where the Contractor's services have been so terminated by the City, the termination will not affect any of the rights or remedies of City against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by City will not release Contractor from liability.

- b. Notwithstanding the provisions of the above paragraph, or other provisions of this Agreement, the City or the Contractor may without cause and without prejudice terminate this Agreement upon seven (7) days written notice; after which said seven (7)

days this Agreement shall terminate. In such case, Contractor shall be paid (without duplication of any items).

1. For completed and acceptable work executed in accordance with the Agreement and Policies prior to the effective date of the termination.
2. For expenses sustained prior to the effective date of termination in performing services and furnishing labor and materials as required by the Agreement and Policies in connection with uncompleted work.
3. For reasonable expenses directly attributable to termination.

Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

The City reserves the right to award work under this Contract based upon its budget, availability of manpower and equipment, response time, type and size of equipment available, referenced or previous work performed, and familiarity with the road system.

SECTION IV **EQUIPMENT UTILIZED UNDER THIS CONTRACT**

The Contractor shall utilize the equipment set forth in the Request for Quotes submitted by the Contractor.

SECTION V **DISPUTES OR GRIEVANCES**

1. In the event of a grievance or dispute between the City and the Contractor as to the extent, nature, and level of duties and services to be rendered under this Agreement, there shall be a hearing thereof by the Grant City Council.
 - a. The grievance or dispute may be presented at a regularly scheduled meeting of the City Council and the Contractor and City officer responsible for the roads along with the City Engineer may attend and present to the Council any information or data which will aid the Council in reaching a just, fair, and equitable determination of the grievance or dispute.
 - b. When a party wishes to present a dispute or grievance to the Council, Road Commissioner, the City Engineer's office, or Contractor shall contact the City Attorney and arrange for the time and date of the hearing on said dispute and the City Attorney shall notify in writing the parties at least five (5) days before said hearing, except in case of emergency.
 - c. In cases of extreme urgency or other emergency conditions, the City's Road Commissioner, the Council Engineer's office or the Contractor may request a special meeting of the Council by contacting the City Attorney to request the special meeting and to explain to the City Attorney the reasons for the necessity of such special meeting.

- d. In the event an agreement cannot be reached between the City and the Contractor, an arbitration panel shall be established and the findings of this panel shall be final and conclusive upon the City and the Contractor. The panel shall consist of three members with one member selected by the City, one selected by the Contractor, and the third selected by the two previously selected members.

SECTION VI

LIABILITY AND INDEMNIFICATION

1. The City, its officers, agents, and employees shall not assume or be liable for any intentional or negligent act of the Contractor or any officer, agent, or employee of the Contractor, and the Contractor agrees to hold the City, its officers, agents, and employees harmless from any intentional or negligent act of the Contractor or any officer, agent or employee of such Contractor, and the Contractor agrees to defend the City, its officers, agents, or employees from any claim for damages resulting from the alleged negligent or intentional act of the Contractor, or any officer, agent, or employee of the Contractor.
2. The Contractor, its officers, agents, and employees shall not assume or be liable for any intentional or negligent act of the City or any officer, agent, or employee of the City, and the City agrees to hold the Contractor, its officer's agents, and employees harmless from any intentional or negligent act of the City or any officer, agent, or employee of the City, and the City agrees to defend the Contractor, its officers, agents, or employees from any claim for damages resulting from the alleged negligent or intentional act of the City, or any officer, agent, or employee of the City.

Contractor shall not allow any subcontractor to commence work on a subcontract until such subcontractor has obtained satisfactory insurance coverage as to compensation, public liability, property damage and automobile insurance.

The Contractor shall maintain such insurance as will protect him from claims under worker's compensation acts, and from any other claims for damages for personal injury, including death, which may arise from operations under this Agreement, or Policies of the City which are part of this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them.

The Contractor shall take out and maintain during the life of this contract Comprehensive Automobile Public Liability Insurance in the amount not less than \$300,000 for injuries, including accidental death of any one person, and subject to the same limits for each person, in an amount not less than \$1,500,000 and Property Damage in an amount of not less than \$100,000 for each and every motor vehicle engaged in operations within the terms of this contract per occurrence.

The Contractor shall take out and maintain during the life of this contract such Comprehensive Public Liability Insurance, Property Damage Insurance and Contractor's Contingent or Protective Insurance as shall protect him and any subcontractors performing work covered by this contract from claims for damages for personal injury, including death, as well as from claims for property damages which may arise from operations under this contract, whether such operations are by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

Public Liability Insurance in an amount of not less than \$300,000 for injuries, including accidental death of any one person, and subject to the same limits for each person, in an amount of not less than \$1,200,000 on account of each occurrence, and Property Damage Insurance in an amount of not less than \$150,000 for each occurrence and \$300,000 aggregate amount.

In addition, the Contractor shall provide a \$1,000,000 umbrella clause.

The Contractor shall take out and maintain during the life of the Contract, in a company or companies approved by the City Engineer, City Protective Contingent Liability Insurance with the City as named insured and with the City Engineer as an additional named insured and in amounts as specified for Contractor's Liability Insurance for personal injury, including death, and for property damage which shall be provided and paid for by the Contractor. The policy shall be delivered to the City after its approval by the City Engineer.

Contractor shall furnish Performance and Payment Bonds, each in an amount of \$50,000 as security for the faithful performance and payment of all Contractors' obligations under the Contract, Specifications, and Policies of the City. These bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract. Contractor shall also furnish such other Bonds as are required by the Contract, Specifications, or Policies of the City.

All Bonds shall be in the form prescribed by the City except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, as amended by the Financial Management Service, Surety Bond Branch, U.S. Department of Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business in this state is terminated or it ceases to meet the requirements of this section, Contractor shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of this section.

All Bonds and insurance required by this Contract, Specifications, and Policies of the City to be purchased and maintained by the City or Contractor shall be obtained from a surety or insurance companies that are duly licensed or authorized to issue Bonds or insurance in the State of Minnesota for the limits and coverage so required. Such surety and insurance companies shall meet such additional requirements and qualifications as set forth herein.

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SECTION VII

GENERAL PROVISIONS

1. The City, its officers, agents, and employees will cooperate with and assist the Contractor in the performance of this Agreement.
2. It is understood that this Agreement contains the entire Agreement between the City and the Contractor and that no statement, promises or inducements made by any party hereto, or officer, agent or employee of either party hereto, which is not contained in this written Agreement shall

IN WITNESS WHEREOF, the City has caused this Agreement to be signed by its Mayor and attested to by its Clerk, and the Contractor has caused this Agreement to be signed by its authorized representative.

CITY OF GRANT

CONTRACTOR

Tom Carr Date
Mayor

Contractor Date

Kim Points Date
City Clerk

Approved as to form:

Nicholas J. Vivian Date
Grant City Attorney

Exhibit B

Contractor's Accepted Quote

2017 - 2019 Pricing

\$80.00/Hour: Articulating Hydraulic Grader

\$80.00/Hour: Non-Articulating Hydraulic Grader

\$90.00/Hour: Snow Plowing (Either Grader)

\$75.00/Load: Gravel hauled including labor

Material will be billed by the gravel pit directly to the city

STAFF REPORT

To: Mayor and City Council Members
Kim Points, City Clerk

Date: August 29, 2016

From: Jennifer Haskamp
Consulting City Planner

RE: Application for a Conditional Use Permit (CUP) to operate a Commercial Tree Farm & Nursery

Background Summary

The Owners and Applicants, Jon and Kirsten Yocum ("Applicant"), are requesting a Conditional Use Permit ("CUP") to operate a commercial/wholesale Tree Farm and Nursery on a portion of the property located at 10000 Lansing Avenue North. The Applicant recently acquired the property and is currently constructing a new home on the property which will be their principal residence. In addition to living on the subject property the Applicant would like to utilize a portion of their property for the establishment of a Tree Farm and Nursery, which per the City's code requires a CUP.

Planning Commission Recommendation

A duly noticed public hearing was held on July 19th, 2016 at the Planning Commission's regular meeting, and public testimony was taken. The Planning Commission closed the public hearing on July 19th and discussed the Applicant's request. The Commissioners determined that additional information was needed from the Applicant and continued the discussion to the August 16, 2016 regular meeting. After consideration and discussion on August 16th, the Planning Commission made a unanimous recommendation to the City Council to approve the requested CUP with the draft conditions as presented by staff.

The following staff report was generally that which was presented to the Planning Commission. The report has been updated to reflect the inclusion of the supplemental information provided by the Applicant, and omits those portions of the report that were based on the previous plan set.

Project Summary

Applicants & Owners: Jon and Kirsten Yocum	Site Size: 116.4 Acres (Total)
Zoning & Land Use: A-2	Request: Conditional Use Permit (CUP)
Address: 10000 Lansing Avenue N.	PIDs: 1103021440001 (74.92 Acres) 1403021110002 (5 Acres) 1403021120001 (35.75 Acres) 1103021430003 (0.76 Acres)

The Applicant is applying for a CUP to establish and operate a wholesale Tree Farm and Nursery on an approximately 0.99 Acre portion of the site. As indicated in the Project Summary table there are several separate Property Identification Numbers (PIDs) associated with the total project site, and the CUP would apply to and be recorded against all parcels included in the Application. The following summary of the proposed site improvements is provided:

Tree Farm Area: As shown on the updated plan set contained in Exhibit B, the initial Tree Farm Area would be located south of the existing driveway and would be located on an approximately one-acre portion of the site. The Tree Farm would be comprised of a variety of planting areas that are shown on the Exhibit entitled “Tree Farm – Layout Plan.” The operations would include several hoop houses, community gravel nursery beds, orchard space and a perennial/vegetable garden. Further description of the uses of each of the planting areas can be found in Exhibit A which includes the Applicant’s narratives.

Storage Shed & Shade Structure: To support the nursery operations the Applicant is proposing to construct a small storage shed approximately 12’ x 15’ (180 SF) and shade structure approximately 12’ x 15’ (180 SF) on the southwestern corner of the proposed initial Tree Farm Area.

Main Access and Parking: The Applicant is proposing to use the existing gravel driveway which was previously used to access a single family home on the site. While the existing home has been demolished, the Applicant is constructing a new home in generally the same location as that which was previously onsite, and it is their intent to use the existing gravel driveway to access their new home. The Tree Farm Area is located east of the new residential structure, and therefore it is logical that the existing graveled driveway would be used to serve the Tree Farm operations as well provide a single access from Lansing Avenue North. Internal to the Tree Farm Area there would be an extension of the gravel driveway to access the various planting areas and would provide space for staging as well as some onsite parking. The updated plan set has been revised to show the internal circulation as one-way through the Tree Farm Area. Visitors would enter the Tree Farm Area from the easterly driveway access and exit on the westerly access driveway thereby reducing the need to back-up and also reducing the potential for conflicts between those entering and exiting the operations.

Utilities: To properly irrigate the proposed nursery stock a well and power will be necessary to operate the irrigation pumps. The Layout Plan (Exhibit B) indicates that the well would be located to the west of the Storage shed which would be located on the southwestern corner of the Tree Farm Area. The supplemental narrative states that the electricity needed to power the operations will be sourced by a solar system which will be constructed as part of the operations.

Stormwater Control/Ponding: The proposed project is located in the Brown’s Creek Watershed District (BCWD) and is subject to their rules and regulations, as well as the City’s. While the proposed use is agricultural in nature there will be hardcover added and grading work completed to create Tree Farm Area. The narrative states that the Tree Farm Area would be graded to smooth out the area will opportunities for positive drainage and passive irrigation. This information is being reviewed by the City Engineer, and BCWD should be contacted to ensure compliance with any of their applicable rules and regulations.

Operations: The Applicant's narrative and supplemental narrative (Exhibit A) describes the proposed operations of the Tree Farm. The following summary of the materials is provided:

- The Applicant describes the use as a tree farm and plant propagation operation. The use will include the creation of a "new nursery area for the specialty cultivation of bare root woody vegetation and perennials."
- Number of Employees: One permanent employee and potential for temporary seasonal employment once the nursery is more established during busy seasons.
- Hours of Operations (Tree Farm/Nursery Operations): The hours of operation will be irregular and are likely to vary by season; however, the majority of the work can be conducted between 8 a.m. and 6 p.m.
- Small Classes and Growing Events: The Applicant is proposing to hold small classes and growing events on-site as part of the nursery operations. The classes/events would be limited to attendees that could be accommodated by the five on-site parking stalls shown on the Tree Farm Layout Plan. Classes/Growing Events would include topics such as: basic gardening – planting, care and harvest; advanced gardening – seed saving season extension; Plant combinations/pots and borders; edible plants and their uses; herbs and uses; basic floral design; holiday decorations; tablescape design; porchescape design.
- Classes (Hours of Operation, Frequency): The Applicant is proposing a maximum of two events per month for the months between May and October. Classes would be offered during regular business hours Monday through Friday, and may be offered on Saturday between 8 am and 6 pm.
- Traffic/Parking: The Applicant has indicated in their Supplemental Narrative that the wholesale tree farm would potentially generate approximately five (5) delivery vehicles per month, with those trips occurring between the months of May through October. Additionally, the Applicant would use their own vehicle/truck for nearby deliveries, and potential trucks from landscapers or local delivery vehicles may also visit the site. Online sales deliveries would occur via UPS or FedEx. The updated Layout Plan identifies five (5) parking stalls, with one noted as Handicap Accessible.

Review Criteria

According to the City Code, Conditional Use Permits are subject to the process and review criteria stated in City Code Section 32-152. The City Code further states the following for consideration when reviewing a Conditional Use Permit (32-141):

"(d) In determining whether or not a conditional use may be allowed, the City will consider the nature of the nearby lands or buildings, the effect upon traffic into and from the premises and on adjoining roads, and all other relevant factors as the City shall deem reasonable prerequisite of consideration in determining the effect of the use on the general welfare, public health and safety."

(e) If a use is deemed suitable, reasonable conditions may be applied to issuance of a conditional use permit, and a periodic review of said permit may be required."

Further Section 32-146 lays out nine specific standards to consider when reviewing a request for a conditional use permit.

In order to determine the appropriateness of the proposed amendments to the CUP based upon the code criteria, the following analysis regarding the proposed use is provided for your background and discussion.

Existing Site Conditions

The Applicant owns four separate parcels (PIDs 1103021430003, 1103021440001, 1403021110002, and 1403021120001) totaling approximately 116 Acres. The proposed operations would be conducted on PID 1103021440001 which has frontage on Lansing Avenue North.

The Applicants recently acquired the property which included an existing single family home that was located on parcel 1403021110002. The existing home was on a 5-acre parcel and was accessed primarily from Lansing Avenue North by a 2,800-foot long driveway, which is connected from the eastern edge of the property. Secondary access to the site is available to the north via PID 1103021430003 that provides a connection to Kismet Avenue North.

A wetland delineation was not submitted as part of this application, however, based upon GIS information there do appear to be wetlands interspersed throughout the site. Based upon the submitted aerial the closest wetland/pond appears to be located approximately 150-feet south of the proposed Tree Farm Area. There is significant tree cover and vegetation on the site, with several areas of clearing including the area proposed to be used for the tree farm.

There are two easements which were identified on the Certificate of Survey, one on the northern portion of the property which is identified for "ingress and egress and ponding" and also a Northern Natural Gas (NNG) easement which runs north-south through the property near the eastern edge. The NNG easement appears to be located just to the east of the proposed Tree Farm Area, but does appear to potentially cross the area identified for future expansion.

Comprehensive Plan Review

The site is guided A-2 Small Scale Agricultural which promotes rural residential and agricultural uses. The proposed principal use of the property for a single-family rural residential homesite with a wholesale tree farm is generally consistent with the goals for the A-2 land use designation as stated within the Comprehensive Plan.

Zoning/Site Review

The City of Grant zoning ordinance permits "Nursery – Commercial" with a Conditional Use Permit in the A-2 zoning district, where "*Nursery, landscape*, means a business growing and selling trees, flowering and decorative plants, and shrubs which may be conducted within a building or without." The following review

is provided with respect to how the proposed project conforms, is consistent, or inconsistent with the zoning and site regulations.

Dimensional Standards

The following site and zoning requirements in the A-1 district regulate the site and proposed project:

Dimension	Standard
Lot Size	5 acres
Frontage – public road	300'
Front Yard Setback	65'
Side Yard Setback	20'
Rear Yard Setback	50'
Height of Structure	35'
Fence	May be on property line, but not within any ROW
Driveway Setback	5'
Parking Lot setback	10' from ROW
Wetland Setback Structure (Buffer)	75' (50')

Setbacks & Frontage: The proposed Tree Farm Area is located approximately 1,490-feet from Lansing Avenue North, 70-feet from the closest easterly side-yard, 990-feet from west side-yard, 670-feet from the south property line and 1,050-feet from the north property line. As proposed, the Tree Farm Area meets all setback requirements. As for the Proposed Tree Farm Future Expansion Area, since a detailed plan is not provided it is hard to determine whether it would meet all setbacks, particularly the east side-yard setback which depending on the operations may encroach upon the setback. *As proposed, the Proposed Tree Farm Area meets all setbacks, and staff would recommend including a condition that all operations within the Proposed Tree Farm Future Expansion Area be required to meet the City's setback requirements.*

The property's primary access is from Lansing Avenue which is located on the easterly corner of the subject property, with secondary access from Kismet Avenue N on the northern corner of the property. The lot has approximately 66-feet of frontage on Lansing Avenue, and approximately 88-feet of frontage on Kismet. The subject property does not meet the City's current requirements for frontage on a public roadway. However, the parcels pre-date the current ordinance requirements, and in prior ordinances there were no requirements for frontage. *Therefore, the subject parcels/lot would be considered a legal non-conforming lot, and per the ordinance, would be viewed as conforming provided all other standards are met and the current configuration is maintained.*

Parking Lot (Location & Spaces): The updated Tree Farm Layout Plan identifies five (5) parking spaces to be located adjacent to the Storage Shed and Shade Area. The Plan identifies one (1) stall as

Handicap Accessible. Since the Applicant will provide classes to the general public, and also is proposing retail by-appointment, they are required to install one ADA compliant stall. The ADA standards require that the parking stall be constructed of a durable, flat, even surface. As proposed, the stall is proposed to be gravel. *Staff would recommend including a condition that the ADA compliant stall shall be constructed to ADA accessibility standards, which may require paving of the stall, but can be confirmed with the City's Building Official.* The City's ordinance requires off-street parking areas to be located a minimum of 10-feet from a public roadway. *As proposed, the location of the graveled area which could accommodate parking meets the City's setback standards.* Section 32-374 of the City Code addresses required off-street spaces per use; however, a Landscape Nursery is not included on the table, and as such would fall under the "Uses not specifically noted" on the table, which then requires the Planning Commission and City Council to determine how many spaces are necessary. The Applicant's supplemental narrative states that the proposed classes/growing events would be limited to only the number of cars which can be parked within the designated parking area. Based on that constraint, a maximum of five (5) vehicles could be parked on the site. Provided that no delivery trucks, or other vehicles need to park in this area for operations, then the number of parking stalls/parking area would be adequate. *Staff would recommend including a condition limiting the number of participants in the classes/events to those that can be accommodated by the on-site parking.*

Traffic/Trip Count

As previously summarized, the Applicant has indicated in their Supplemental Narrative that the wholesale tree farm would potentially generate approximately five (5) delivery vehicles per month, with those trips occurring between the months of May through October. In addition, there may be the potential for local delivery and pick-up from UPS, FedEx or from local landscape contractors. Additionally, the Applicant describes on-line or by-appointment retail sales which may generate some additional trips unless such orders are fulfilled by delivery from the Applicant. As a result, it is difficult to determine how many trips per day may be generated as a result of the wholesale nursery. Staff would propose allowing up to six (6) additional trips per day (average) which would not apply to those trips created by the Owner or from those which live on the subject property, or from the classes as previously described and conditioned. This would allow for a low level of activity in and out of the site for the wholesale operations, but would ensure that retail uses were not a principal use on the site. *Staff would recommend including a condition regarding generated daily trips associated with the wholesale operations, and would propose limiting the average number of trips per day to no more than*

six.

- Driveway/Circulation: The Applicant is proposing to use the existing graveled driveway to serve the Tree Farm Area. The existing driveway which would serve the area is approximately 14-feet wide, and the proposed ~~Primary Access~~ one-way access into the Tree Farm is approximately 16-feet wide. During the Public Hearing, concerns were raised regarding the increased traffic generated by the proposed use and the potential conflicts it may create because the existing driveway is adjacent to the Gateway Trail. In response, the Applicant has shown on Sheet L102 that they will clear the brush and trees near the existing driveway intersection with Lansing Avenue to improve the sight lines for those accessing the operations. *Staff would recommend including a condition that this tree/brush clearing be maintained for the duration of the use as a wholesale tree farm.* Section 32-376 Design and maintenance of off-street parking areas (a) Design states, "Parking areas shall be designed so as to provide adequate means of access to a public alley or street. Such driveway access widths shall be in accordance with the state highway department standards..." Based on the information provided, it seems that there will be limited traffic into and out of the operations. However, for example, there remains the possibility that attendees of a class or growing event could be entering the site on the driveway at the same time as a landscape truck is picking up an order. *Therefore, staff would recommend including a condition that the Applicant must work with the City Engineer and Planner to locate a minimum of two (2) pull over locations between the entrance to the Tree Farm Operations and Lansing Avenue, and each pull-over must be a minimum of 20-feet wide to ensure that two vehicles could pass each other and still access the operations. Staff would further recommend including a condition that any intensification of the number of trips beyond that contemplated and reviewed in this application may require an amendment to this permit.*
- Architecture, Building Height & Accessory Structures: The Applicant is proposing to construct a storage shed and shade area to support the Tree Farm operations. A brochure depicting the storage shed is attached for your review and reference (Exhibit D). Since the lot exceeds 20-acres, there is no limit on the number of accessory buildings on the site. *Additionally, as proposed the storage shed will meet the city's standards for height, floor area ratio and coverage.*
- Utilities (well and septic): As summarized above, the Applicant is proposing to install an additional well to serve the Tree Farm area and will require electric service to the area. Since the parcel is large, and only one single-family structure is on-site, it seems reasonable that there would be an additional well on the property. The Applicant is proposing to serve the well and electrical service with a solar system which we be constructed as part of the Operations. *Staff would recommend including a*

condition that the Applicant will be required to get any necessary permits from the regulatory agencies having jurisdiction over the installation of wells, including, but not necessarily limited to the Minnesota Department of Health.

Easements (NNG)

As shown on the plan, there is an existing Northern Natural Gas (NNG) easement which runs north-south through the property, and is adjacent to eastern edge of the Proposed Tree Farm Area. While the initial Tree Farm Area does not appear to encroach upon the easement, there is not a site plan which shows both the easement and the site plan on the same graphic. *Generally, NNG is fairly restrictive with their easements, so staff would recommend including a recommendation that the Applicant coordinate with the gas line to ensure that the site plan as contemplated is acceptable to NNG.*

Lighting

The Applicant has updated the Layout Plan to indicate three (3) light fixtures one which will be located on the north façade of the Storage Shed, and two which be located on the eastern edge of the shade area. The Applicant has described all light fixtures as down-cast. The designated area is fairly secluded and setback from structures on adjacent properties and there is significant vegetation around the area which will buffer the operations, and the proposed lighting. *Staff would recommend including a condition that ~~any future~~ the light installation as shown on the Updated Layout Plan shall be required to meet the City's ordinance standards for lighting identified in Section 32-321 Lighting, lighting fixtures and glare.*

Signage

The Applicant has identified on sheet L102 that a sign indicating the "Landsvagar Farm" operations would be placed on the north side of the driveway from Lansing Avenue. As stated within the supplemental Narrative, the sign is proposed to be 30" x 30". *The described sign size and location is consistent with the City's Zoning Ordinance for sign area and location. Since a detail of the sign is not provided, staff would recommend including a condition which states that the sign shall be constructed per the specifications provided, and that aspects of the sign shall be in conformance with the applicable sections of the ordinance.*

Employees and Hours of Operation

The Applicant has stated that there will likely be one permanent employee of the operations, with the opportunity to employ temporary seasonal employees. As described in the narrative, the hours of operation may not be regular, but could be kept to the hours of 8 a.m. and 6 p.m. Since the Applicant will be residing on the property, it seems reasonable that they may conduct some maintenance of the Tree Farm outside of the standard hours of operation. Staff would recommend including a condition that would restrict all outside Employees, any visitors, clients or vendors of the Tree Farm to be limited to the hours of operations, but that the Applicant (Owners) would be permitted to conduct work in the area outside of the

standard hours.

Noise

While not specifically addressed within the application materials, noise related to the landscape operations has the potential to cause a nuisance. Often, the noise generated from back-up warnings on trucks, back-hoes and equipment (beeping) if constant can cause significant disturbance to neighbors. In response to this concern, the Applicant has updated the layout to allow for one-way traffic through the area, and the driveway through the Tree Farm Area will be signed "one-way" which will reduce the need for frequent backing-up through the area of operations. Additionally, depending on the frequency of trucks and visitors also could cause disturbance to adjacent property owners. Once more information is provided regarding the anticipated number of trips per day, staff will better be able to assist with determining what, if any, mitigation may be helpful to maintain the quiet enjoyment of neighboring properties. At a minimum, the planning commission should be aware that there are noise standards established by the Minnesota Pollution Control Agency (MPCA), which the Applicant will be required to meet, and *staff would recommend including a condition that operations must meet the MPCA's noise standards.*

Possible Future Expansion Area

The Applicant has identified an additional 2.42 acres to the north of the Proposed Tree Farm Area for a possible Future Expansion Area. Generally, staff would assume that the area would be used in a similar way to that of the initial Tree Farm Area with similar levels of intensity. While this would generally seem to be acceptable, there are some potential concerns regarding the identified Expansion Area. The NNG easement does appear to encroach within the Expansion Area, and since the site plan for the area is unknown, it is difficult to know if there would be any potential conflicts between the operations and the easement. Likewise, the circulation of the area is unknown, and the trip generation is unknown. In order to adequately review the Expansion Area, staff would look for some additional information regarding anticipated traffic patterns and a conceptual site plan if the Applicant would like the Expansion Area to be permitted as part of this CUP process. *If it is simply too premature to conceptually layout the Expansion Area, then staff would recommend including a condition that the Expansion Area generally appears acceptable but that an amendment to the CUP will be required when detailed plans for the area are known.*

Engineering Standards

During the July 19th meeting, the Planning Commission requested additional comments from the City Engineer regarding dust control internal to the site, as well as at the connection of the driveway with Lansing Avenue. The City Engineer has indicated that due to the fairly limited number of trips anticipated that

additional dust control is likely not warranted. However, if significant intensification of the use occurs resulting in increased trips, then a dust control plan may be necessary. Additionally, the trip information was provided to the City Engineer and he recommends that rather than widening the entire length of the driveway, that two bump-outs or pull-over locations be identified to ensure two cars could pass each other internal to the site. This recommendation is reflected in the analysis above, as well as in the proposed conditions.

Other Agency Review

The property is located within the Brown's Creek Watershed District (BCWD), and the Applicant will be required to obtain any necessary permits or approvals from them prior to beginning operations.

Draft Conditions

The following draft recommendations and findings are provided for your consideration and discussion. The following can be modified, deleted, added to, etc., depending on the public testimony and discretion of the planning commission.

1. The Permit shall be granted for the approximately 0.99-acre area located south of the existing graveled driveway, and the site shall be constructed according to the Plans dated August 5, 2016.
2. The hours of operation shall be from 8 a.m. to 6 p.m., and shall apply to all clients, vendors and employees of the Wholesale Tree Farm Operations.
3. All visitor, employee and vendor parking shall be accommodated on site, and located on an improved (graveled) surface.
4. A grading permit shall be acquired prior to commencement of work on site.
5. The Applicant shall work with the City Engineer and Planner to identify two pull-over locations on the driveway between the entrance to the Tree Farm Area and Lansing Avenue. The bump-outs shall be constructed to the width and design as recommended by the City Engineer.
6. The Owner shall initially clear the area depicted as "Clear Brush and Trees for Maximum Line of Sight" on Sheet L102 prior to commencing operations, and shall keep the area cleared for so long as the Tree Farm is operational.
7. The lighting as identified on the Tree Farm Layout Plan shall be installed in compliance with Section 32-321 of the City's Zoning Ordinance.
8. The proposed 30" x 30" sign identifying the "Landsvagar Farm" and location as depicted on sheet L102 is consistent with the City's Zoning Ordinance, and installation, design and construction shall be completed in compliance with the applicable sections of the City's sign ordinance.
9. The wholesale tree farm shall not generate more than an average of six (6) additional vehicle trips per day (including delivery trucks) from the site. If the number of trips exceed this amount, the Owner shall work with the City on appropriate steps to ensure safe ingress and egress from the

- operations, which may include an amendment of the Conditional Use Permit. This shall not include the trips created by the Owner or any occupants of the subject property as the principal residence, or the trips generated from the classes as conditioned subsequently.
10. All trips generated as a result of the wholesale tree farm operations shall occur during the hours of 8 a.m. and 6 p.m. Monday through Friday.
 11. The Owner shall be permitted to conduct a maximum of 12 educational or growing events per growing season, with a maximum of 2 events per month between the months of May and October.
 12. The Education and Growing Events shall be conducted during regular business hours Monday through Friday, and may be permitted on Saturdays between the hours of 8 a.m. and 6 p.m.
 13. A maximum of 5 vehicles associated with the educational or growing events, not belonging to the Owner, may be parked on-site (limit of 10 vehicle trips generated for classes per day). All participants of the event shall park on the site in the area designated on the Layout Plan.
 14. The ADA compliant parking stall shall be constructed to ADA accessible standards which shall be verified by the City's Building Official.
 15. Retail sales shall be permitted during the educational and growing events and shall only be available to those in attendance at such events during those hours.
 16. Retail sales to local residents or by-appointment shall be permitted only if such trips can be accommodated within the daily maximum as indicated in condition number 11.
 17. The Applicant should coordinate with Northern Natural Gas (NNG) to ensure compliance with their easement requirements and the proposed operations.
 18. All operations on site shall meet the MPCA's noise standards and regulations.
 19. All necessary permits from Brown's Creek Watershed District must be obtained prior to issuance of a grading or building permit.
 20. All necessary permits shall be obtained from Washington County, MPCA, Minnesota Department of Health, and any other entity having jurisdiction of the operations.
 21. Any future expansion shall require an amendment to the Permit, including the 2.42 acre area identified within the Application materials.
 22. All future expansion of the Tree Farm operations shall be subject to any and all setback requirements in the City's adopted Zoning Ordinance.

Action requested:

Staff is requesting a recommendation from the Planning Commission reflecting one of the following options:

- Recommendation to the City Council of Approval with Draft Conditions and Findings
- Recommendation to the City Council of Denial with Findings

If the Planning Commission recommends Approval, the following draft Findings are provided for your consideration:

- The proposed Tree Farm use conforms to the City's Comprehensive Plan for rural residential and agricultural uses.
- The proposed Tree Farm is classified as a *Nursery, Commercial*, and is a conditionally permitted user per the City's zoning code.
- The proposed Tree Farm will not be detrimental to or endanger the public health, safety or general welfare of the city, its residents, or the existing neighborhood.
- The proposed Tree Farm is compatible with the existing neighborhood.
- The proposed Tree Farm meets the conditions or standards adopted by the city through resolutions or other ordinances.
- The proposed Tree Farm will not create additional requirements for facilities and services at public cost beyond the city's normal low-density residential and agricultural uses.

Attachments

Exhibit A: Application, Applicant's CUP Narrative and Supplemental Narrative

Exhibit B: Revised Plans - dated 08/05/2016

City of Grant
P.O. Box 577
Willemie, MN 55090



Phone: 651.426.3383
Fax: 651.429.1998
Email: clerk@cityofgrant.com

Application Date:	June 9, 2016
Fee: \$400	Escrow: \$3,000

pd 6/13 Check # 1913 - 1911 \$34

CONDITIONAL USE PERMIT

Certain uses, while generally not suitable in a particular Zoning District, may, under certain circumstances be acceptable. When such circumstances exist, a Conditional Use Permit may be granted. Conditions may be applied to the issuance of the Permit and/or periodic review may be required. The Permit shall be granted for a particular use and not for a particular person or firm.

PARCEL IDENTIFICATION NO (PIN): 11.030.21.44.0001		ZONING DISTRICT & COMP PLAN LAND USE: A2 - 1 Dwelling / 10 Acres LOT SIZE: 116 Acres
LEGAL DESCRIPTION: See Attached Survey for Legal Description		
PROJECT ADDRESS: 10000 Lansing Ave N. Grant, MN 55082	OWNER: Name: Jon and Kirsten Yocum Address: 5188 Marquess Trail N. City, State: Lake Elmo, MN 55042 Phone: 651 303-6655 Email: Kirstenandjon@Yocumfamily.net	APPLICANT (IF DIFFERENT THAN OWNER):
BRIEF DESCRIPTION OF REQUEST: This is a conditional use permit request to build and operate a wholesale commercial tree farm / nursery at 10000 Lansing Ave N in Grant, MN. The tree farm will be a specialty horticultural producer and will not be a nuisance.		
EXISTING SITE CONDITIONS: The site is currently serving as the staging area for soils from the excavation of the new house. The site is in a disturbed state, but will be regraded to function as a tree farm space. Expansion areas are also possible.		
APPLICABLE ZONING CODE SECTION(S): Please review the referenced code section for a detailed description of required submittal documents, and subsequent process. 1. Division 5. Conditional Use Permits 32-141 through 157		

Submittal Materials

The following materials must be submitted with your application in order to be considered complete. If you have any questions or concerns regarding the necessary materials please contact the City Planner.

AP - Applicant check list, CS - City Staff check list

AP	CS	MATERIALS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p><u>Site Plan:</u> All full scale plans shall be at a scale not smaller than 1" = 100' and include a north arrow</p> <ul style="list-style-type: none">Property dimensions See Attached Boundary SurveyArea in acres and square feet - See Site Layout Plan for Project AreaSetbacks - See Property Context DiagramLocation of existing and proposed buildings (including footprint, and dimensions to lot lines) - See Attached Topo SurveyLocation of utilities - Not determined at this timeLocation of well and septic systems on adjacent properties - Information UnavailableLocation of current and proposed curb cuts, driveways and access roads - See Project Context Diagram - 2 / L100Existing and proposed parking (if applicable) - See Site Layout PlanOff-street loading areas (if applicable) See Site Layout PlanExisting and proposed sidewalks and trails Not ApplicableSanitary sewer and water utility plans Not Applicable <p>COPIES: 4 plans at 22"x34", 20 plans at 11"x17"</p>

Application for: CONDITIONAL USE PERMIT
City of Grant

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p><u>Grading/Landscape Plan:</u> All full scale plans shall be at a scale not smaller than 1" = 100' and include a north arrow</p> <ul style="list-style-type: none"> Grading Plan Vegetation, landscaping, and screening plans including species and size of trees and shrubs Wetland Delineation Buildable area Topographic contours at 2-foot intervals, bluff line (if applicable) Waterbodies, Ordinary High Water Level and 100 year flood elevation Finished grading and drainage plan sufficient to drain and dispose of all surface water accumulated <p>The Planting Information is in Drawing 1 / L100 but all of the remaining information is in this drawing</p> <p>COPIES: 4 plan sets 22"x34", 20 plan sets 11"x17"</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p><u>Architectural/Building Plan (if Applicable):</u> All full scale plans shall be at a scale not smaller than 1" = 100' and include a north arrow</p> <ul style="list-style-type: none"> Location of proposed buildings and their size including dimensions and total square footage Proposed floor plans Proposed elevations Description of building use <p>See Attached Brochure for Shed Architectural Info</p> <p>COPIES: 4 plan sets 22"x34", 20 plan sets 11"x17"</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p><u>Written Narrative Describing your request:</u> A written description of your request for the Conditional Use will be required to be submitted as a part of your application. The description must include the following:</p> <ul style="list-style-type: none"> Description of operation or use Number of employees (if applicable, if not state why) Sewer and water flow/user rates (if applicable, if not state why) Any soil limitations for the intended use, and plan indicating conservation/BMP's Hours of operation, including days and times (if applicable) Describe how you believe the requested conditional use fits the City's comprehensive plan <p>See Attached Project Description and Written Narrative</p> <p>COPIES: 20</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>Statement acknowledging that you have contacted the other governmental agencies such as Watershed Districts, County departments, State agencies, or others that may have authority over your property for approvals and necessary permits. - See attached project statement</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mailing labels with names and address of property owners within 1/4 mile (1,320 feet).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Paid Application Fee: \$400
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escrow Paid: \$3,000
MATERIALS THAT MAY BE REQUIRED UPON THE REQUEST OF THE CITY PLANNER		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p><u>Survey of the property:</u> An official survey, by a licensed surveyor, must be submitted with the application. The survey shall be scalable and in an 11" x 17" or 8 1/2" x 11" format.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Electronic copy of all submittal documents

This application must be signed by ALL owners of the subject property or an explanation given why this not the case.

We, the undersigned, have read and understand the above.

Signature of Applicant

Date

Signature of Owner (if different than applicant)

Date

WRITTEN NARRATIVE

Description of Operation or Uses

This request is for a Conditional Use Permit to establish and operate a tree farm and plant propagation operation at 10000 Lansing Ave North in Grant, Minnesota. This will create a new nursery area for the specialty cultivation of bare root woody vegetation and perennials. There will be hoop houses for annual and perennial production and gravel bed tree nurseries for bare root tree plant establishment, as well as vegetable and fruit production. Some of these plants will be sold wholesale to other vendors and landscape professionals, as well as internet and by-appointment retail. The initial site disturbance and grading will smooth out the site and create positive drainage and passive irrigation opportunities. It is intended that a small shed (approximately 12'x15') and shade structure (approximately 12' x 15') will also be constructed to store equipment and to serve as a work space. In the short term it is anticipated that there will be enclosures around the individual planting areas, but ultimately there may be the need to install a fence around the perimeter. There will ultimately be the need to dig a new well and provide power to the area for the irrigation pumps. The site has historically been a tree farm and this use will update and modernize that past use.

Number of Employees

It is estimated that it will only be a single employee permanently with potential for temporary seasonal hires during busy seasons. These busy times will likely be during key plant establishment, transportation, and processing times (2-3 events per Season). There will likely be light and intermittent truck activity except during particularly busy times of year.

Water Flow User Rates

The program will require a well and irrigation system to support the tree cultivation activities. Initial Water Usage Rates are estimated to be in the range of up to 1000 gallons per day to irrigate each 40'x10' Gravel tree bed. The Initial gravel tree beds will be using a drip irrigation system with up to four potential beds. Excess water from these gravel beds will be directed via passive irrigation towards other fruit, and orchard production systems. The second initial use of water will be for the annual and perennial cultivation planned to take place in the hoop house. It is not possible to estimate the water consumption rates for the annual and perennial cultivation until specific production quantities are established. However, there is a maximum of four possible 13'x 20' hoop houses as well as the potential for water usage for an orchard or perennial / vegetable cultivation areas as well.

Any Soil Limitations for Intended Use

There are no significant soil limitations for the proposed use. The area natively consists primarily of a sandy loam that is freely drained. The site is being regraded using the excess fill from the home excavation site. The topsoil will be preserved onsite and will be spread over the finished grade to be reseeded. In areas with steep slopes there will be geojute erosion control blanket installed during establishment to prevent soil movement.

WRITTEN NARRATIVE

Hours of Operation

The Tree Farm will have irregular hours, but all work can be conducted between the hours of 8am-6pm. This will not be a high traffic nursery, so will only have wholesale or scheduled buyers visiting the site. The site will generate little noise aside from the operation of light equipment such as trucks and skid-loaders and the occasional use of chainsaws or other specialized arboricultural equipment.

City of Grant Comprehensive Plan

The City of Grant has been identified by the Metropolitan Council as a permanently rural area with a low density of only one dwelling per ten acres of land established as a goal for the 2030 Comprehensive Plan. Minimizing the land use conflicts between agricultural and residential situations while preserving and enhancing open space. The plan calls for continued use of the land as an Agricultural landscape. The site has historically been a tree farm and the intended improvement of this space as a modernized nursery and processing facility to enable production. The plantings will be sold wholesale for a range of landscaping and natural resource restoration purposes. This usage clearly maintains the character of the community and its continued agricultural use and is respectful of the community and the site history.

Narrative – Supplemental Information:
Updated Site Plan:

- Shown on the plan, we are showing 4 parking spaces plus 1 handicap accessible space on the plan to allow for small sized classes of 2 to 4 vehicles to be parked.
 - Shown on the plan is the removal of the words "Potential Secondary Access Road", replaced with "Exit" as to be constructed.
 - Traffic circulation in the tree farm area is designed to be one-way to prevent "back-up" beeping; One-way signage will be present at the entrance and exit points.
 - Shown on the plan is the location of proposed lighting. Planning for 3 Outdoor Down Lights, one located on the north wall of the shed, and two located under the shade structure. Lighting will be in conformance with requirements in the City code. See provided spec for proposed fixture.
 - The proposed 30" x 30" "Landsvägar Farm" sign shall be present on the North side of the driveway entrance, 10 feet from the lot line on Lansing Avenue N.
-
- In regards to traffic generated by the tree farm operation, the wholesale tree farm would potentially generate approximately 5 delivery vehicles per month over from May through October (over time once the business grows). Plans are to utilize my own vehicle for nearby deliveries, with potential for trucks from landscapers or local delivery vehicles to make other deliveries. Online sales deliveries will most likely occur via UPS or FedEx.
 - The nursery operation will include classes and growing events where up to 4 vehicles would be at the site for those taking classes. These classes will occur at various weekday times and Saturdays throughout the summer months (May-September, between 8AM and 6PM). We are planning for up to 10 classes to be held through the months of May-October (approximately 2 per month, resulting in a total of a possible 16 additional trips per month (4 incoming vehicles per class and 4 outgoing vehicles per class). We plan to offer a variety of class subjects with a focus on self-development and useful life skills. Potential courses include topics such as: Basic gardening - Planting, care and harvest; Advanced gardening: Seed saving, season extension, etc.; Plant combos/pots and borders; Edible plants and their uses; Herbs and uses; Basic floral design; Holiday decorations; Tablescape design; Porchscape design.
 - The on-site retail sales that I referred to in the CUP Application may occur during these educational events as mentioned above or upon appointment (from local inquiries). It is not my intention to have regular retail sales hours, but to accommodate requests from those in attendance at classes or those in the surrounding community who wish to call and make an appointment to view and purchase trees, shrubs or plants.
 - Electricity will be sourced by a solar system to power the well and electricity needs of the farm operations.
 - Undergrowth near the front of the driveway near Lansing Avenue N will be removed to allow for better sightlines for incoming and outgoing vehicles as proposed at the July Planning Commission meeting (see sheet L102).

**LANDSVAGAR FARM – NURSERY AND TREE FARM
CONDITIONAL USE PERMIT
CITY OF GRANT**

APPLICANT: Jon and Kirsten Yocum
5188 Marquess Trail N.
Lake Elmo, MN 55042

LEGAL DESCRIPTION: Attachment A

PID: 1103021440001
1403021110002
1403021120001
1103021430003

ZONING: A-2

ADDRESS: 10000 Lansing Avenue North
Grant, MN 55082

This is a Conditional Use Permit to allow for the establishment and operations of a Nursery and Tree Farm per the plan set submitted August 5, 2016. Any expansion of the Tree Farm Area, or intensification of the operations, shall require an amendment to this Conditional Use Permit.

All uses shall be subject to the following conditions and/or restrictions imposed by the City Council, City of Grant, Washington County, Minnesota, and applicable ordinances, statutes or other laws in force within the City:

1. The Permit shall be granted for the approximately 0.99-acre area located south of the existing graveled driveway, and the site shall be constructed according to the Plans dated August 5, 2016.
2. The hours of operation shall be from 8 a.m. to 6 p.m., and shall apply to all clients, vendors and employees of the Wholesale Tree Farm Operations.
3. All visitor, employee and vendor parking shall be accommodated on site, and located on an improved (graveled) surface.
4. A grading permit shall be acquired prior to commencement of work on site.
5. The Applicant shall work with the City Engineer and Planner to identify two pull-over locations on the driveway between the entrance to the Tree Farm Area and Lansing Avenue. The bump-outs shall be constructed to the width and design as recommended by the City Engineer.
6. The Owner shall initially clear the area depicted as "Clear Brush and Trees for Maximum Line of Sight" on Sheet L102 prior to commencing operations, and shall keep the area cleared for so long as the Tree Farm is operational.

7. The lighting as identified on the Tree Farm Layout Plan shall be installed in compliance with Section 32-321 of the City's Zoning Ordinance.
8. The proposed 30" x 30" sign identifying the "Landsvagar Farm" and location as depicted on sheet L102 is consistent with the City's Zoning Ordinance, and installation, design and construction shall be completed in compliance with the applicable sections of the City's sign ordinance.
9. The wholesale tree farm shall not generate more than an average of six (6) additional vehicle trips per day (including delivery trucks) from the site. If the number of trips exceed this amount, the Owner shall work with the City on appropriate steps to ensure safe ingress and egress from the operations, which may include an amendment of the Conditional Use Permit. This shall not include the trips created by the Owner or any occupants of the subject property as the principal residence, or the trips generated from the classes as conditioned subsequently.
10. All trips generated as a result of the wholesale tree farm operations shall occur during the hours of 8 a.m. and 6 p.m. Monday through Friday.
11. The Owner shall be permitted to conduct a maximum of 12 educational or growing events per growing season, with a maximum of 2 events per month between the months of May and October.
12. The Education and Growing Events shall be conducted during regular business hours Monday through Friday, and may be permitted on Saturdays between the hours of 8 a.m. and 6 p.m.
13. A maximum of 5 vehicles associated with the educational or growing events, not belonging to the Owner, may be parked on-site (limit of 10 vehicle trips generated for classes per day). All participants of the event shall park on the site in the area designated on the Layout Plan.
14. The ADA compliant parking stall shall be constructed to ADA accessible standards which shall be verified by the City's Building Official.
15. Retail sales shall be permitted during the educational and growing events and shall only be available to those in attendance at such events during those hours.
16. Retail sales to local residents or by-appointment shall be permitted only if such trips can be accommodated within the daily maximum as indicated in condition number 11.
17. The Applicant should coordinate with Northern Natural Gas (NNG) to ensure compliance with their easement requirements and the proposed operations.
18. All operations on site shall meet the MPCA's noise standards and regulations.
19. All necessary permits from Brown's Creek Watershed District must be obtained prior to issuance of a grading or building permit.
20. All necessary permits shall be obtained from Washington County, MPCA, Minnesota Department of Health, and any other entity having jurisdiction of the operations.
21. Any future expansion shall require an amendment to the Permit, including the 2.42 acre area identified within the Application materials.
22. All future expansion of the Tree Farm operations shall be subject to any and all setback requirements in the City's adopted Zoning Ordinance.
23. All escrow amounts shall be brought up to date and kept current.
24. This permit shall be reviewed in compliance with the City's CUP review process, which maybe on an annual basis.

25. Any violation of the conditions of this permit may result in the revocation of said permit.

IN WITNESS WHEREOF, the parties have executed this agreement and acknowledge their acceptance of the above conditions.

CITY OF GRANT:

Date: _____

Tom Carr, Mayor

Date: _____

Kim Points, City Clerk

State of Minnesota)
)ss.
County of Washington)

On this _____ day of _____, 2016, before me, a Notary Public, personally appeared Tom Carr and Kim Points, of the City of Grant, a Minnesota municipal corporation within the State of Minnesota, and that said instrument was signed on behalf of the City of Grant by the authority of the city council and Tom Carr and Kim Points acknowledge said instrument to be the free act and deed of said City of Grant.

Notary Public

APPLICANT/OWNER:
JON AND KIRSTEN YOCUM

Date: _____

By: _____

Its: _____

Date: _____

Kim Points, City Clerk

State of Minnesota)
)ss.
County of Washington)

On this _____ day of _____, 2016, before me, a Notary Public, personally appeared _____ the Owner who acknowledged that said instrument was authorized and executed on behalf of said Applicant.

Notary Public

EXHIBIT A

PARCEL A

Outlot A of White Birch Acres according to the plat on file in the office of the County Recorder, Washington County, Minnesota.

PARCEL B

Also, that part of the North Half of the Northwest Quarter of Section 13 and the Northeast Quarter of the Northeast Quarter of Section 14 all in said Township 30 North, Range 21 West lying northerly of the north line of the former Soo Line Railroad right-of-way and westerly of the center line of Lansing Avenue as presently traveled, Except that part of said Northeast Quarter of the Northeast Quarter described as follows: Commencing at the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 14; thence easterly along the North line of Section 14, a distance of 80 feet to the point of beginning; thence South at right angles, a distance of 400 feet; thence East at right angles, a distance of 545 feet; thence North at right angles, a distance of 400 feet to the North line of Section 14; thence Westerly, along the North line of Section 14, a distance of 545 feet to the point of beginning, Washington County, Minnesota.

AND

Also, that part of the Southwest Quarter of the Southwest Quarter of Section 12 of said Township 30 North, Range 21 West described as follows: Beginning at the southwest corner of said Southwest Quarter of the Southwest Quarter; thence North 88 degrees 36 minutes 00 seconds East, bearing oriented to the Washington County Coordinate System, North Zone, along the south line of said Southwest Quarter of the Southwest Quarter a distance of 730.00 feet; thence North 01 degree 24 minutes 00 seconds West 50.00 feet; thence South 88 degrees 36 minutes 00 seconds West parallel with said south line 235.00 feet; thence North 86 degrees 00 minutes 00 seconds West 419.46 Feet; thence North 76 degrees 40 minutes 00 seconds West 80.70 feet to the west line of said Southwest Quarter of the Southwest Quarter; thence South 01 degree 44 minutes 15 seconds East along said west line 110.00 feet to the point of beginning.

AND

That part of the Southwest Quarter of the Southwest Quarter of Section 12, Township 30 North, Range 21 West, described as follows: Commencing at the southwest corner of said Southwest Quarter of the Southwest quarter; thence North 01 degree 44 minutes 15 seconds west along the west line of said Southwest Quarter of the Southwest Quarter a distance of 821.29 feet to the westerly extension of the south line of the tract described in Book 268 of Deeds, page 386, recorded and on file in said office of the County Recorder and the point of beginning; thence North 88 degrees 36 minutes 00 seconds East along said westerly extension of said tract 366.09 feet to the southwest corner of said tract; thence North 01 degree 44 minutes 15 seconds west along the west line of said tract 500.00 feet to the north line of said Southwest Quarter of the Southwest Quarter; thence South 88 degrees 36 minutes 33 seconds West along said north line 366.09 feet to the northwest corner of said Southwest Quarter of the Southwest Quarter; thence South 01 degree 44 minutes 15 seconds East along said west line of the Southwest Quarter of the Southwest Quarter a distance of 500.06 feet to the point of beginning.

PARCEL C

That part of the Northeast Quarter of the Northeast Quarter of Section 14, Township 30 North, Range 21 West, Washington County, Minnesota described as follows: Commencing at the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 14; thence easterly along the North line of Section 14, a distance of 80 feet to the point of beginning; thence South at right angles, a distance of 400 feet; thence East at right angles, a distance of 545 feet; thence North at right angles, a distance of 400 feet to the North line of Section 14; thence Westerly, along the North line of Section 14, a distance of 545 feet to the point of beginning.

PARCEL D

Also that part of the Northwest Quarter of the Northeast Quarter of Section 14, Township 30, North, Range 21 West, Washington County, Minnesota, lying northwesterly of the northwesterly line of the former Soo Line Railroad Company right-of-way.

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2016-22**

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR
10000 LANSING AVENUE N
(LANDSVAGAR FARM)**

WHEREAS, Jon and Kirsten Yocum (“Applicant”) has submitted an application for a Conditional Use Permit to establish and operate a Nursery and Tree Farm to be located at 10000 Lansing Avenue North (“Subject Property”) in the City of Grant, Minnesota; and

WHEREAS, the Applicant is constructing a new single family home on the Subject Property and such home will be their principal residence; and

WHEREAS, the Applicant is proposing to operate the Nursery and Tree Farm on approximately 0.99 Acres of the Subject Property; and

WHEREAS, the Nursery and Tree Farm use will be accessory to the principal use; and

WHEREAS, the Planning Commission has considered the Applicant’s request at a duly noticed Public Hearing which took place on July 19, 2016; and

WHEREAS, the Planning Commission requested additional information at the July 19th meeting and subsequently considered the Application on August 16, 2016 at their regular meeting; and

WHEREAS, on August 16, 2016 the Planning Commission recommended approval of the application subject to certain conditions; and

WHEREAS, the City Council has considered the recommendation of the Planning Commission and the Applicant’s request at a regular City Council meeting which took place on September 6, 2016.

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 Jon and Kirsten Yocum for a Conditional Use Permit, based upon the following findings pursuant to Section 32-147 of the City's Zoning Ordinance which provides that a Conditional Use Permit may be granted "if the applicant has proven to a reasonable degree of certainty" that specific standards are met. The City Council's Findings relating to the standards are as follows:

- The Nursery - Commercial use is designated in Section 32-245, table of uses, as a conditional use for the Agricultural A2 zoning district.
- The use conforms to the city's comprehensive plan, and maintains large lot sizes in compliance with the guided land used designation.
- The use will not be detrimental to or endanger the public health, safety or general welfare of the city, its residents, or the existing neighborhood if conditions of the permit are met.
- The use meets conditions or standards adopted by the city (through resolutions or other ordinances).
- The use will not create additional requirements for facilities and services at public cost beyond the city's normal low density residential and agricultural uses.
- The use will not result in the destruction, loss or damage of natural, scenic, or historic features of importance.
- The use will not increase flood potential or create additional water runoff onto surrounding properties.

FURTHER BE IT RESOLVED that the following conditions of approval of the Conditional Use Permit shall be met:

1. The Applicant shall meet and comply with all of the conditions stated within the Conditional Use Permit dated September 6, 2016 (the "Permit").
2. The Permit shall be reviewed in compliance with the City's CUP review process, which may be on an annual basis.
3. Any violation of the conditions of the Permit may result in the revocation of said Permit.
4. All escrow amounts shall be brought up to date and kept current.
5. The Owner shall obtain any necessary permits from Washington County, Minnesota Department of Health, Browns Creek Watershed District, the MPCA or any other regulatory agency having jurisdiction over the proposed use, which are necessary in

carrying out its operations on the premises which may include a building permit and/or grading permit.

Adopted by the Grant City Council this 6th day of September 2016.

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 _____, 2016 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 _____, 2016.

Kim Points
Clerk
City of Grant

MEMORANDUM

To: Mayor and Grant City Council CC: Kim Points, City Clerk Nick Vivian, City Attorney From: Jennifer Haskamp, City Planner	Date: August 25, 2016 RE: CUP Amendment Application Ice Arena, Applicant: Rinc2
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On August 15, 2016 staff received an application from Rinc 2 (Applicant) and ISD 831 (Owner) to amend the current conditional use permit (CUP) to allow for construction and operation of an ice arena. The existing CUP addresses the athletic fields and supporting uses, and the proposed amendment seeks approval to construct an ice arena with a single sheet of ice on approximately four (4) acres of the site.

In compliance with Minnesota Statutes Section 15.99, staff reviewed the application for completeness, and has determined that all of the materials per the City's checklist were submitted. Included within the application materials were several environmental reports, including a Phase I Environmental Site Assessment.

After preliminarily reviewing the materials, staff is recommending that the City Council consider ordering an Environmental Assessment Worksheet (EAW) for the proposed project. Chapter 32, Division 7, Section 32-213 (d) Option by City, allows the City Council to require an EAW "on any proposed action to determine if the project has the potential for significant environmental effect...provided any of the following exist: (4) The proposed project is adjacent to or near a public recreation land or facility and alters or increases use..." Preparation of such EAW would be at the cost of the Applicant/Owner which would be funded through an escrow, and if ordered, the City Council would select the consultant to prepare the EAW on the City's behalf.

Action Requested: Staff is recommending that the City Council order an EAW for the Subject project to ensure an independent review of the proposed project. Staff is further recommending that a third-party consultant, specializing in environmental review and analysis, be selected to prepare the EAW.

ECKBERG LAMMERS
MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Nicholas J. Vivian, City Attorney

DATE: August 30, 2016

RE: Grant, City of - Pohl, Rose Ann - Petition for Detachment
01200-30695

Rose Ann Pohl has filed a Petition for Concurrent Detachment and Annexation ("Petition") with the Office of Administrative Hearings for the property legally described as Northridge Acres, Lot 5 Block 3. Below is a summary of the proceedings that a property owner must conduct to cause simultaneous detachment of its property from one municipality and annexation of its property to another municipality.

Minnesota Statute Section 414.061, Subdivision 5 provides as follows:

Property owners may initiate proceedings for the concurrent detachment of their property from one municipality and its annexation to an adjacent municipality by a petition signed by all of them that they submit to the [Office of Administrative Hearings – Municipal Boundary Adjustment Unit] accompanied by a resolution of the city council of at least one of the affected municipalities.

(the Office of Administrative Hearings – Municipal Boundary Adjustment Unit is hereafter referred to as the "OAH").

If the City opposes the motion, it is not necessary to file any affirmative filing/pleading in response to the property owner's request or adopt an affirmative resolution opposing it. If the other municipality adopts a resolution approving the detachment/annexation, the OAH will, within 30-60 days, schedule a hearing to consider the request, and must mail the city notice of the hearing. *Minn. Stat. § 414.09, Subd. 1.*

There are no statutory formalities that require (or even contemplate) the City to take affirmative measures to approve or oppose the detachment/annexation, but it is prudent for the City to take a formal position prior to the hearing, and adopt a resolution approving or opposing the detachment/annexation. Furthermore, it is prudent to submit a written letter making the case for such support/opposition. In making its final decision, the OAH must consider the following (*Minn. Stat. § 414.02, Subd. 3*):

- (1) present population and number of households, past population and projected population growth for the subject area;
- (2) quantity of land within the subject area; the natural terrain including recognizable physical features, general topography, major watersheds, soil conditions and such natural features as rivers, lakes and major bluffs;
- (3) present pattern of physical development, planning, and intended land uses in the subject area including residential, industrial, commercial, agricultural, and institutional land uses and the impact of the proposed action on those uses;
- (4) the present transportation network and potential transportation issues, including proposed highway development;
- (5) land use controls and planning presently being utilized in the subject area, including comprehensive plans, policies of the Metropolitan Council; and whether there are inconsistencies between proposed development and existing land use controls;
- (6) existing levels of governmental services being provided to the subject area, including water and sewer service, fire rating and protection, law enforcement, street improvements and maintenance, administrative services, and recreational facilities and the impact of the proposed action on the delivery of the services;
- (7) existing or potential environmental problems and whether the proposed action is likely to improve or resolve these problems;
- (8) fiscal impact on the subject area and adjacent units of local government, including present bonded indebtedness; local tax rates of the county, school district, and other governmental units, including, where applicable, the net tax capacity of platted and unplatted lands and the division of homestead and nonhomestead property; and other tax and governmental aid issues;
- (9) relationship and effect of the proposed action on affected and adjacent school districts and communities;
- (10) whether delivery of services to the subject area can be adequately and economically delivered by the existing government;
- (11) analysis of whether necessary governmental services can best be provided through the proposed action or another type of boundary adjustment;
- (12) degree of contiguity of the boundaries of the subject area and adjacent units of local government; and
- (13) analysis of the applicability of the State Building Code.

After the hearing, the OAH may issue its order within one year of the hearing. *Minn. Stat. § 414.07*. The order may be appealed within 30 days of the date it is issued. *Id. at Subd. 2(c)*.

At this time, it is my recommendation the City adopt a Resolution opposing the Petition with a written submission formally notifying the Office of Administrative Hearings of its opposition.

**PROPERTY OWNER PETITION FOR CONCURRENT
DETACHMENT AND ANNEXATION**

IN THE MATTER OF THE PETITION BY ALL OF THE PROPERTY OWNERS FOR THE
DETACHMENT OF CERTAIN LAND FROM THE CITY OF GRANT, MINNESOTA AND
CONCURRENT ANNEXATION TO THE CITY OF DELLWOOD, MINNESOTA
PURSUANT TO MINNESOTA STATUTES § 414.061, SUBD. 5

TO: Office of Administrative Hearings
Municipal Boundary Adjustment Unit
P. O. Box 64620
St. Paul, MN 55164-0620

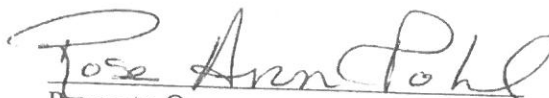
We, the undersigned, being all of the property owners of the following described land, hereby request the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings to detach said property from the City of Grant and annex it to the City of Dellwood, pursuant to Minnesota Statutes § 414.061, Subd. 5:

***INSERT THE COMPLETE AND ACCURATE PROPERTY DESCRIPTION.
DO NOT USE DESCRIPTIONS FROM PROPERTY TAX STATEMENTS.***

In bringing forward this petition, the petitioners state that:

1. There are one of property owners in the area proposed for detachment/annexation. (All of the property owners are required to sign a petition under Minnesota Statutes § 414.061, Subd. 5, to commence the proceeding. If the land is owned by both husband and wife, both must sign the petition to represent all owners.)
2. The property is presently within the City of Grant and abuts the City of Dellwood, in the County of Washington.
3. The property proposed for detachment/annexation is 10 acres.
4. This boundary adjustment is being requested because: Owner has lived here for 37 years and desires to develop some of the acreage. The City of Dellwood will allow the property owner to develop and City of Grant will not.

Date: Aug 1 2016


Property Owner

NOTE: Pursuant to Minnesota Statutes § 414.061, Subd. 5, the petition must be accompanied by a resolution of at least one of the affected municipalities.

Municipal Boundary Adjustment Unit Contacts

Star Holman star.holman@state.mn.us 651-361-7909
Katie Lin katie.lin@state.mn.us 651-361-7911
(September 2011)

Receipt# 329029

QCD \$46.00
Transferred Entered
No Delinquent Taxes
CRV Not Required

4074547



Certified Filed and/or recorded on:

7/13/2016 11:59 AM

4074547

Return to:
ROSE ANN POHL
6636
INDIAN WELLS TRL
WHITE BEAR LAKE MN
55110-1221

Office of the County Recorder
Washington County, Minnesota
Jennifer Wagenius, County Recorder
Kevin Corbid, Auditor Treasurer

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED Reserving Lien in
Marriage Dissolution (Divorce) Judgment and Decree

Minnesota Uniform Conveyancing Blanks
Form 10.3.7 (2011)

NO DEED TAX DUE pursuant to Minn. Stat. 287.22(14)

DATE: 7-13-2016
(month/day/year)

FOR VALUABLE CONSIDERATION, Daniel Peter Pohl married
(insert name and marital status of each Grantor)

hereby conveys and quitclaims to _____ ("Grantor"),

Rose Ann Pohl (insert name of each Grantee)

in Washington County, Minnesota, legally described as follows: ("Grantee"), real property

Northridge Acres Lot 5 Block 3

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

together with all hereditaments and appurtenances belonging thereto, but reserving the lien(s), if any, in favor of Grantor, created in Marriage
Dissolution (Divorce) Case No. F8-94-4870 in Washington County, Minnesota.

Grantor

Daniel Pohl
(signature)

(signature)

State of Minnesota, County of Washington state of MNThis instrument was acknowledged before me on July 13, 2016, by Joleen K Jacobsen
(month/day/year)DANIEL POHL - divorced, married
(insert name and marital status of each Grantor)

(Stamp)

Joleen K Jacobsen
(signature of notarial officer)Title (and Rank): Personal BankerMy commission expires: Jan 31, 2017
(month/day/year)THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Rose Ann Pohl
6636 Indian Wells Tr
White Bear Lake, MN
55110

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS
INSTRUMENT SHOULD BE SENT TO:
(insert legal name and residential or business address of Grantee)

Rose Ann Pohl
6636 Indian Wells Tr
White Bear Lake, MN
55110

RESOLUTION NO. 2016-25

**CITY OF GRANT
WASHINGTON COUNTY
STATE OF MINNESOTA**

**RESOLUTION FOR THE PROPOSED CONCURRENT DETACHMENT AND
ANNEXATION OF REAL PROPERTY**

WHEREAS, Minnesota Statutes, Chapter 414, as amended (the "Act"), and specifically Section 414.061 of the Act, creates a procedure in which property situated within a municipality and abutting the municipal boundary of another municipality, may be simultaneously detached from its current municipality and annexed to the other municipality; and

WHEREAS, the detachment and annexation proceeding may be initiated by one or more property owners submitting a petition signed by all affected property owners to the Minnesota Office of Administrative Hearings, Municipal Boundary Adjustment Unit ("OAH"), together with a resolution of one of the affected municipalities; and

WHEREAS, the City of Grant, Minnesota (the "City") has received a "Property Owner Petition for Concurrent Detachment and Annexation," dated August 1, 2016 (the "Petition"), executed by Rose Ann Pohl (the "Petitioner"), relating to certain real property owned by the Petitioner and legally described as Lot 5, Block 3, Northridge Acres, Washington County, Minnesota (the "Property"); and

WHEREAS, the Petition requests detachment of the Property from the City and annexation to the City of Dellwood, Minnesota ("Dellwood"); and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANT, MINNESOTA, AS FOLLOWS:

1. The City hereby declines to join in the Petition requesting detachment of the Property from the City and annexation to Dellwood. In the event Dellwood submits a resolution approving the Petition, the City staff is authorized and directed to formally oppose the Petition.
2. Upon execution of this Resolution, City staff is authorized and directed to distribute this Resolution to applicable OAH staff and officials, the Petitioners, and the City of Dellwood.

Dated: September 6, 2016.

Tom Carr, Mayor

ATTEST:

Kim Points, City Clerk

**CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA**

RESOLUTION NO. 2016-24

**A RESOLUTION OF THE CITY OF GRANT, WASHINGTON COUNTY,
MINNESOTA, PROVIDING FOR THE SUMMARY PUBLICATION OF
ORDINANCE NO. 2016-47**

WHEREAS, On August 2, 2016 at the regular Grant City Council meeting, by majority vote, the City Council adopted Ordinance No. 2016-47 amending the City Code of the City of Grant to “opt out” of state statute governing the regulation of temporary family health care dwellings; and

WHEREAS, State law requires that all ordinances adopted be published prior to becoming effective; and

WHEREAS, the City Council for the City of Grant has determined that publication of the title and a summary of Ordinance No. 2016-47 would clearly inform the public of the intent and effect of the Ordinance; and

WHEREAS, the City Council for the City of Grant has reviewed the summary of Ordinance No. 2016-47 attached and incorporated herein as **Exhibit A**; and

NOW THEREFORE BE IT RESOLVED, the City Council for the City of Grant hereby:

1. Approves the text of the summary of Ordinance No. 2016-47 attached as **Exhibit A**.
2. Directs the City Clerk to post a copy of the entire text of Ordinance No. 2016-47 in all public locations designated by the City Council.
3. Directs the City Clerk to publish the summary in the City’s legal newspaper within ten days.
4. Directs the City Clerk to file the executed Ordinance upon the books and records of the City along with proof of publication.

Dated this 6th day of September 2016.

Tom Carr, Mayor

ATTEST:

Kim Points, City Clerk

EXHIBIT A

Ordinance Summary

Ordinance No. 2016-47

AN ORDINANCE OPTING-OUT OF THE REQUIREMENTS OF MINNESOTA STATUTES, SECTION 462.3593

On August 2, 2016 at the regular Grant City Council meeting, by majority vote, the City Council adopted Ordinance No. 2016-47 amending the City Code of the City of Grant to "opt out" of state statute governing the regulation of temporary family health care dwellings

A printed copy of the Ordinance is available for inspection by any person during regular office hours at the office of the City Clerk or by standard or electronic mail.

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2016-20**

RESOLUTION ADOPTING PRELIMINARY CITY BUDGET FOR 2017

WHEREAS, the City of Grant established a preliminary certification of the City of Grant's levy at its September 6, 2016 meeting; and

WHEREAS, the City of Grant is not required to and will not hold public hearings for the 2017 preliminary budget; and

WHEREAS, the City Council for the City of Grant wishes to establish its preliminary 2017 budget which must be certified to the Washington County Auditor/Treasurer by September 30, 2016;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA, as follows:

BE IT RESOLVED, that the City Council of the City of Grant, Washington County, Minnesota hereby adopts a preliminary City budget for 2017 in the amount of \$_____.

The motion for adopting the foregoing resolution was acted upon by motion and seconded, and upon a vote being taken thereon, the following voted via voice:

Mayor Tom Carr -
Council Member Sederstrom -
Council Member Lanoux -
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 6th day of September, 2016.

Thomas Carr, Mayor

Kim Points, Administrator/Clerk

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2016-21**

**RESOLUTION ESTABLISHING THE PRELIMINARY LEVY CERTIFICATION FOR
THE CITY'S GENERAL FUND AT \$_____**

WHEREAS, the State of Minnesota requires the City to adopt a proposed, preliminary levy certification for its General Fund; and

WHEREAS, the City Council is required to adopt its 2017 Preliminary Levy Certification on or before September 30, 2016; and

WHEREAS, the City Council of the City of Grant wishes to comply with State law in this area;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA**, as follows:

Establish the 2017 General Fund Preliminary Levy's certification at \$_____.

The motion for adopting the foregoing resolution was acted upon by motion and seconded, and upon a vote being taken thereon, the following voted via voice:

Mayor Tom Carr -
Council Member Sederstrom -
Council Member Lanoux -
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 6th day of September, 2016

Thomas Carr, Mayor

Attest:

Kim Points, Administrator/Clerk



CONNECTING & INNOVATING
SINCE 1913

Data Security Survey Letter

6/22/16
Kim Points, Admin-Clerk
City of Grant
PO Box 557
Willernie, MN 55090

Re: Data Security Survey Conducted on 6/13

Dear Kim,

On the above date I met with you to discuss loss control topics pertaining to Grant. This was in conjunction with Grant's participation in the League of Minnesota Cities Insurance Trust (LMCIT) property, liability and/or workers' compensation program.

Purpose of Visit

The primary purpose of my visit was to complete a basic Data Security survey. There are many evolving risks associated with storing and sharing data on computers and mobile devices. These risks include things like:

- Data breaches
- Virus contamination
- Hacker attacks
- Employee misuse

There are also a number of issues presented by different forms of social media. As technology continues to develop, cities will be faced with growing technological risks. Having policies and procedures in place can help manage and mitigate these risks.

Conclusions

- Grant has several safeguards in place including weekly offsite data backups.
- Implementing additional safeguards will strengthen Grant's program.
- Educating employees and elected officials is a key first line of defense to security threats. Some free information and education tools follow in this letter.
- Members of LMCIT have access to the eRisk Hub by NetDiligence. You'll be asked to complete the new user registration form and create your own user ID and password. Once this is completed, enter 13522-13 in the access code field.

Discussion

Minnesota Statutes, section 13.05, subdivision 5 requires Minnesota cities to establish appropriate security safeguards for all records containing data on individuals, including procedures for ensuring that data that are not public are only accessible to persons whose work assignment reasonably requires access to the data, and is only being accessed by those persons for purposes described in the procedure."

With an increased number of data breaches being reported, it is more important than ever to secure data and ensure there are policies in place to protect the data as well. Examples of claims seen by LMCIT include:

- Contractor's tax ID# accidentally displayed on city website
- Confidential employee data was accidentally on city website
- Vendor displayed confidential information in a presentation
- Vendor lost a backup of hard drive with city's confidential data
- Point of sale malware on liquor store registers
- Cryptolocker/ransomware

During our visit we discussed the importance of passwords, training, data storage, social media and other concerns.

Resources

- Webinar: Data Privacy – Legal Risks, Mitigation, and Response for Municipalities
- Memo and Sample Policy: Computer and Network Loss Control
- Information Website: Focus on New Laws: Data Practices Act
- Guide (also attached): Guide to Preventing Social Engineering Fraud

Recommendations

I have no recommendations as a result of my visit.

Service Plan

We decided to determine possible areas of focus for our next visit at a later date. Tracy Stille or I will plan to contact you in approximately 10-12 months to schedule the next loss control meeting.

Thanks again for the time and courtesy extended to me during my visit. As always, if you have safety or loss control related questions, please do not hesitate to contact me.

Sincerely,

Cody Tuttle

Cody Tuttle | Loss Control Representative

Tel: (651) 281-1254 | Fax: (651) 281-1296
E-mail: ctuttle@lmc.org | Web site: www.lmc.org
145 University Avenue West
St. Paul, MN 55103-2044

Recommendations and comments are provided for loss control and risk exposure improvement purposes only. They are not made for the purpose of complying with the requirements of any law, rule or regulation. We do not infer or imply in the making of these recommendations and comments that all sites were reviewed or that all possible hazards were noted. The final responsibility for conducting loss control and risk management programs rests with the member.



Minnesota Pollution Control Agency

520 Lafayette Road North | St. Paul, Minnesota 55155-4194 | 651-296-6300

800-657-3064 | 651-282-5332 TTY | www.pca.state.mn.us | Equal Opportunity Employer

June 28, 2016

Kim Points, City Clerk
City of Grant
111 Wildwood Road
PO Box 577
Willernie, MN 55090

RE: City of Grant Municipal Separate Storm Sewer System (MS4) General Permit No. MNR040000 – Audit Report

Dear Ms. Points:

On June 22, 2016, the Minnesota Pollution Control Agency (MPCA) conducted an audit of the City of Grant's Stormwater Pollution Prevention Program (SWPPP). The purpose of the audit was to assess your overall success in meeting the conditions and requirements contained within the MS4 Permit (Permit) as well as the overall performance of your SWPPP.

We have evaluated the information obtained during the audit and have prepared a final report. The final report of the MPCA's audit findings is enclosed. The report outlines findings specific to individual Permit requirements and Minimum Control Measures (MCMs). Each of the report's findings has been characterized as compliant (C), noncompliant (N), not inspected (NI) or not applicable (NA).

A compliant finding indicates that your SWPPP is fulfilling the requirement identified in the Permit. A noncompliant finding indicates your SWPPP is not satisfying the requirement in the Permit and required corrective actions are outlined to address the noncompliance. **There were not any noncompliant findings** identified as part of this audit.

If you believe there are findings that do not accurately reflect the City of Grant's stormwater program, provide a response which includes detailed information to support your position within 14 days of your receipt of the audit report.

Please feel free to contact me at 651-757-2384 with any questions.

Sincerely,

Anne Gelbmann

This document has been electronically signed.

Anne Gelbmann
Principal Planner
St. Paul Office
Municipal Division

Enclosure

cc: Brad Reifstock, City Engineer
Angie Hong, East Metro Water Resource Education Program



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City of Dassel

Administrative Assistant
Angie Storlie, MMMC
City of Bigfork

July 8, 2016

Kim Points
Administrator/Clerk
City of Grant
PO Box 577
Grant, MN 55090

Dear Ms. Points:

On behalf of the Municipal Clerks and Finance Officers Association of the State of Minnesota, it gives me great pleasure to inform you that you have been awarded the designation of Minnesota Certified Municipal Clerk. This prestigious award recognizes your professional competency in the execution of your duties as Administrator/Clerk. A plaque commemorating this honor will be presented to you at the MCFOA Annual Conference in Welch, March 14-17, 2017.

Congratulations on earning the designation of Minnesota Certified Municipal Clerk. We are pleased to have a person of your professionalism as a member of our organization.

Sincerely,

Daniel R. Buchholtz, MMC
Certification Committee Chair

City Council Report for August 2016

Date: August 22, 2016

To: Honorable mayor & City Council Members

From: Jack Kramer Building & Code Enforcement Official

Zoning Enforcement:

A. No New Zoning violations to report.

Building Permit Activity:

A. Fifteen (15) Building Permits were issued for a total of \$170,893.00.

Respectfully submitted,

A handwritten signature in black ink that reads "Jack Kramer". The signature is written in a cursive style with a large, looped initial "J".

Jack Kramer

Building & Code Enforcement Official

[illegible]