

**City of Grant
City Council Agenda
May 2, 2013**

The regular monthly meeting of the Grant City Council will be called to order at 7:00 o'clock p.m. on Thursday, May 2, 2013, in the Grant Town Hall, 8380 Kimbro Ave. for the purpose of conducting the business hereafter listed, and all accepted additions thereto.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF REGULAR AGENDA**
4. **APPROVAL OF CONSENT AGENDA**
 - A. April 2, 2013 City Council Meeting Minutes
 - B. Bill List, \$56,717.72
 - C. Resolution No. 2013-13, Collette Lot Line Adjustment
 - D. Camp Odayin Application for Exempt Gambling Permit, Raffle at Indian Hills
5. **PUBLIC INPUT**
 - A. Outdoor Warning Siren, Larry Lanoux
 - B. Charter Commission, John Smith – (NOTE: Administrator/Clerk questions if this topic meets the outlined criteria regarding City Jurisdiction)
 - C. Disbandment of the Planning Commission, Mark Wojcik
 - D. Comment on Public Input, Robert Engelhart
 - E. Open Meeting Violation, Loren Sederstrom
6. **CONCEPT PLAN REVIEW, PAUL LOVESS**
7. **STAFF REPORTS**
 - A. City Engineer, Phil Olson
 - i. Seal Coat/Roadway Maintenance Plan
 - ii. Class 5 Surfacing Quotes
 - iii. Irish Avenue Drainage Repair
 - iv. Resolution No. 2013-14, CSAH 7 Pavement Rehabilitation Project
 - v. Manning Avenue Pavement Rehabilitation Project
 - iv. April Staff Report

B. City Planner, Jennifer Haskamp

i. April Staff Report

C. City Attorney, Nick Vivian

i. Civil Legal Services Contract

ii. April Staff Report

D. Building Inspector, Jack Kramer (report for April building activities)

8. NEW BUSINESS

A. City Assessor Contract, Administrator/Clerk

B. Town Hall Repairs, Council Member Fogelson

C. Reschedule November 5, 2013 City Council Meeting, Administrator/Clerk

D. Approval to Extend Asphalt Apron on 69th, Council Member Bohnen

9. OLD BUSINESS

A. City Website Update, Mayor Carr

B. CUP Review Process, Mayor Carr

10. DISCUSSION ITEMS

A. City Council Reports (any updates from Council)

B. 2013 City Council Goals

C. Other Discussion Items (any updates from staff)

11. COMMUNITY CALENDAR MAY 3 THROUGH MAY 31, 2013:

Mahtomedi Public Schools Board Meeting, Thursday, May 9, 2013, Mahtomedi District Education Center, 7:00 p.m.

Grant Community Meeting, Wednesday, May 15, 2013, Town Hall, 5:00 – 7:00 p.m.

Stillwater Public Schools Board Meeting, Thursday, May 9th and 23th, 2013, Stillwater City Hall, 7:00 p.m.

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

12. CLOSED SESSION FOR THE PURPOSE OF CONFERRING WITH LEGAL COUSEL AS PERMITTED BY THE ATTORNEY-CLIENT PRIVILEGE PURSUANT TO MINN. STAT. 13D.05 SUBD.3 (d) ON THE FOLLOWING LEGAL MATTERS:

Nelson v City of Grant et al

13. ADJOURNMENT

I. GUIDELINES FOR CONDUCT AT GRANT CITY MEETINGS

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

II. PUBLIC INPUT –AGENDA ITEM

The City is currently utilizing the Agenda Item Request Form for Public Input.

III. PUBLIC COMMENT – DURING AGENDA ITEMS

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

CITY OF GRANT
MINUTES

DATE : April 2, 2013
TIME STARTED : 7:10 p.m.
TIME ENDED : 8:37 p.m.
MEMBERS PRESENT : Councilmember Bohnen, Fogelson, Huber, Lobin
and Mayor Carr
MEMBERS ABSENT : None

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

CALL TO ORDER

Mayor Carr called the meeting to order at 7:10 p.m.

PLEDGE OF ALLEGIANCE**SETTING THE AGENDA**

Council Member Fogelson moved to approve the agenda, as presented. Council Member Lobin
seconded the motion. Motion carried unanimously.

CONSENT AGENDA

March 5, 2013 City Council Meeting Minutes	Approved
Bill List, \$24,484.51	Approved
KEJ, Snow Removal, \$16,725.00	Approved
City of Mahtomedi, 1 st Quarter Fire Contract, \$29,601.75	Approved

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

STAFF REPORTS

City Engineer, Phil Olson

Emergency Siren Location Map – City Engineer Olson advised Barr Engineering has finalized the
siren coverage map and memorandum. The map shows the coverage area of existing sirens, the

1 locations and coverage area for the 3-phase sirens proposed for installation in 2013, and locations and
2 coverage area for future siren installation.

3
4 The ultimate siren layout provides coverage to a majority of Grant with the exception of a few small
5 areas on the north side of the city. This layout allows for the option to install one additional 3-phase
6 siren in the future at Lansing Avenue and Hwy 96.

7
8 In March, Council approved the purchase of two 3-phase sirens to be installed in 2013. These sirens
9 are recommended to be installed at Manning Trail/110th Street and Hwy 12/Kimbrow Avenue based on
10 the availability of 3-phase power and population density.

11
12 The siren map and memo from Barr Engineering and the population density map were included in the
13 packet for review, questions and discussion. Staff is requesting authorization for the installation of
14 the two 3-phase sirens at Manning Trail/110th Street and Hwy 12/Kimbrow Avenue.

15
16 Council Member Lobin advised she would like both the sirens placed along Hwy 12 near Jamaca and
17 Hwy 17 as she believes that is the best area.

18
19 City Engineer Olson advised he would work with the County and Xcel to ensure they can be located
20 at those two locations.

21
22 Council Member Bohnen asked about the cost of a 3-phase siren service per month.

23
24 Council Member Lobin advised the only cost is a hook up charge. There is no maintenance fees for this
25 type of siren but she is not clear on a monthly electric fee.

26
27 Council Member Bohnen referred to the siren coverage map noting the potential sighting of one of the
28 sirens does miss a whole area. He suggested a 3-phase be installed on the southeast corner and a battery
29 siren installed on the south west corner. He noted state roads don't allow installation of the poles and
30 asked if the County does.

31
32 City Engineer Olson stated the County does have a permit process to allow for the poles.

33
34 Council Member Fogelson stated it does not make sense to put two 3-phase sirens on Hwy 12 as there
35 are too many missing areas. This type of siren does not provide for full coverage and battery operated
36 sirens should be budgeted for and installed in Grant.

37
38 Council Member Huber stated there is basically no maintenance on this type of siren. He referred to
39 the coverage map and pointed out an installation area slightly to the south noting the missed area is
40 very small. If the wind is pushing a certain way it is eliminated entirely. If it can't be moved slightly
41 to the south, the coverage area is still at the most dense areas which doubles the City's coverage.

42
43 Council Member Bohnen referred to the coverage map noting the square shows a dense area with one
44 acre lots. Putting up a 3-phase there provides more coverage to the City of Mahtomedi.

1 Council Member Huber suggested it be moved down to Kimbro up on the hill.

2
3 Council Member Lobin advised the circles on the coverage map are not exactly where they would be
4 placed. It is illustrating the general area. Moving it east or west is fine. The City has already
5 purchased the sirens and they should be installed where the most coverage is obtained. She believes
6 that is along Hwy 12.

7
8 Council Member Bohnen asked if the order has actually been placed yet. If not, the order could be
9 changed. Only order one of them and get another battery operated siren in the future.

10
11 Council Member Fogelson advised he would support that.

12
13 Mayor Carr stated two sirens additional sirens are better than what the City has now. They are cost
14 effective and placed in that area is beneficial. More sirens will be purchased in the future.

15
16 Council Member Huber stated the City is never going to have 100% coverage and it won't ever be
17 perfect. The purchase of the sirens was already voted on and other cities have much larger gaps
18 relating to siren coverage.

19
20 Council Member Bohnen stated when this was voted on he made the comment that the City may be
21 limited to locations with a 3-phase siren. He stated he believes there is only one good location within
22 the City for a 3-phase siren.

23
24 Council Member Fogelson asked if a grant writer has been explored. City Engineer Olson stated
25 there currently are no grants available for emergency sirens.

26
27 **Council Member Lobin moved to have WSB locate the two additional sirens in the best location**
28 **along Hwy 12. Council Member Huber seconded it.**

29
30 **Council Member Huber made a friendly amendment to include in the motion best location**
31 **consistent with the mechanical demands to provide the best coverage. Council Member Lobin**
32 **agreed to the friendly amendment.**

33
34 **Mayor Carr made a friendly amendment to include WSB working with residents relating to the**
35 **placement. Council Member Lobin and Council Member Huber agreed to the friendly**
36 **amendment.**

37
38 **Motion carried unanimously.**

39
40 **Staff Report** – A report from City Engineer Olson was provided for March 2013 engineering
41 activities to be placed on file.

42
43 **City Planner, Jennifer Haskamp**

1 **Staff Report** – A report from City Planner Haskamp was provided for March 2013 planning activities
2 to be placed on file.

3
4 **City Attorney, Nick Vivian**

5
6 **Harmony Horse Farm Update** – City Attorney Vivian updated the Council on the Harmony Horse
7 Farm noting no action is required.

8
9 **City Charter Update** - City Attorney Vivian advised he did receive a call from the Judge and he will
10 be accepting applications for the Charter Commission. A notice has been posted. He outlined the
11 application process and information that should be submitted with the application. The applications
12 should be sent to the Judge directly. Council Members who want to serve on the Commission are
13 also required to apply and submit to the court. The deadline is May 1, 2013.

14
15 Mayor Carr distributed a draft resolution to have the Council recommend applicants to submit to the
16 Judge and asked if the Council would like to make recommendations. He stated he did speak to Mr.
17 Tufty, Mr. Helander, Mr. Potter, Ms. Schwarze, Mr. Berg and Ms. Siekmeier.

18
19 City Attorney Vivian advised the Council can make recommendations to the Judge.

20
21 Council Member Huber stated he had no problem with recommending those citizens listed. However,
22 he was not aware that the Council was going to do this tonight. If the resolution is passed with
23 names, does the Judge favor those or is the City jeopardizing them?

24
25 City Attorney Vivian advised it is hard to say if the resolution will have any impact or not.
26 Appointments to the Commission are at the complete discretion of the Judge.

27
28 Mayor Carr stated the resolution that was passed regarding a Charter City stated the Council may
29 make recommendation relating to applicants.

30
31 Council Member Bohnen stated he has not talked to anyone about applying. He did recommend Mr.
32 Wally Anderson.

33
34 Council Member Fogelson stated it is very frustrating that he did not have the resolution ahead of
35 time. He indicated he is uncomfortable putting names on a resolution without talking to potential
36 applicants.

37
38 Mayor Carr stated the City can also do a resolution after the applications are due to the judge.

39
40 Council Member Bohnen stated he does not want to endorse a resolution tonight.

41
42 Mr. Wally Anderson and Mr. Jerry Helander indicated they did not want to be listed on the resolution.
43

1 **Mayor Carr moved to adopt a resolution recommending appointment to the City of Grant**
2 **Charter Commission, as amended. Council Member Lobin seconded the motion. Motion**
3 **carried with Council Member Bohnen and Fogelson voting nay.**

4
5 **Staff Report** – A report from City Attorney Vivian was provided for February 2013 legal activities to
6 be placed on file.

7
8 **Building Inspector, Jack Kramer** – A report was from Building Inspector Kramer was provided for
9 March 2013 to be placed on file for review.

10
11 **NEW BUSINESS**

12
13 **Proclamation – Celebrate Community Media Week, Council Member Huber** – Council Member
14 Huber read the Celebrate Community Media Week Proclamation promoting media week at the Cable
15 Commission and inviting citizens to an open house.

16
17 **Resolution No. 2013-10 Wheelage Tax, Mayor Carr** – Mayor Carr advised the Wheelage Tax
18 resolution was revised to be capped at \$10.00.

19
20 **Council Member Bohnen moved to adopt Resolution No. 2013-10, as presented. Council**
21 **Member Fogelson seconded the motion. Motion carried with Council Member Huber voting**
22 **nay.**

23
24 **Public Input Discussion, Mayor Carr** – Mayor Carr advised public input was removed from the
25 agenda until it could be discussed by the Council because it was being abused. He stated he has
26 always been told to let people talk but it is being abused. He asked the what the Council would like
27 to do about public input. There is an agenda item process that could be utilized and then if a topic
28 were on the agenda the Council can have a dialogue. The other option is to have public input but
29 include dialogue. Another option is have citizens who want to bring forward an issue submit that to
30 the Clerk to read.

31
32 Council Member Bohnen stated open dialogue is dangerous as a discussion may be held about
33 subjects not on the agenda. He recommended the City utilize the agenda request form so an issue is
34 on the agenda.

35
36 Council Member Lobin stated she likes the idea of being able to converse with citizens.

37
38 Mayor Carr pointed out with the agenda request form there will be more time as it will be an agenda
39 item. He stated he does have the discretion to limit the time.

40
41 Council Member Fogelson stated that because public input has been abused, he supports using the
42 agenda request form so the Council can be prepared. He noted he does want public input back
43 eventually.

44
45 Council Member Huber stated he looks forward to using the form and bringing the facts to the table.

1 It was the consensus of the Council to include public input at the May Council meeting with the
2 utilization of the agenda request form.

3
4 **OLD BUSINESS**

5
6 **City Website Update** – Council Member Huber advised he met with the Cable Commission today.
7 The City of Grant has been selected and will be one of the first cities to have streaming on the website
8 for City meetings. He noted the new website has gone live.

9
10 **DISCUSSION ITEMS**

11
12 **City Council Reports:**

13
14 Council Member Fogelson advised there is a seminar on ground water, put on by the Metropolitan
15 Council on April 4, 2013, 6:30 – 8:30 p.m., at Century College.

16
17 Council Member Huber advised the newsletter is at the printer. The annual Clean Up day is Saturday,
18 April 27, 2013. Maroney's is participating again this year. The Salvation Army will also be there this
19 year taking donations, which is a good addition to the event.

20
21 Council Member Bohnen advised the asphalt plant are not yet open so only a cold mix can be used for
22 the very deep potholes, which does not last. As soon as the plant is open the City will be out fixing
23 potholes. The most efficient way to get them repaired is to use the road feedback form on the
24 website. In addition, grading will start soon as weather permits.

25
26 **2013 City Council Goals** – Mayor Carr advised staff is working on a couple of the 2013 Goals as
27 directed by the Council. He distributed a worksheet on capital funds for paved roads and stated he
28 would like everyone to review and talk about at a future meeting. In addition, there is a bill moving
29 forward at the legislature regarding this type of program. A resolution is available and if the City
30 supports the bill, it should be voted on tonight.

31
32 Council Member Fogelson advised he would support the resolution.

33
34 Council Member Huber read what the legislation would do in terms of enabling the establishment of
35 street districts.

36
37 **Council Member Fogelson moved to adopt a resolution supporting legislation authorizing the**
38 **establishment of municipal street improvement district and write a letter of support to the**
39 **Senators and Representatives. Council Member Lobin seconded the motion. Motion carried**
40 **unanimously.**

41
42 Mayor Carr asked the Council to look at the worksheet and be ready to discuss at the next meeting.
43 He distributed another worksheet on domestic animals. When the ordinances were codified, some
44 language was removed and it does not refer specifically to chickens. He stated he believes the
45 Council should correct this.

1
2 It was the consensus of the Council that the domestic animals would be on the agenda for the June
3 meeting. All questions and comments regarding the worksheet should be sent to the
4 Administrator/Clerk to include in the June packet.

5
6 Council Member Lobin advised the CodeRED information is now on the City website.

7
8 **Staff Reports (any updates from Staff):**

9
10 Administrator/Clerk Points advised that the reason documents were not being put on the old website
11 is that during the construction of the new website, the previous webmaster did not have access to the
12 website. She informed the Council that a grant in the amount of \$300 was received for the Municipal
13 Clerk's Institute. She asked for direction regarding the Zoning Books that were distributed to the
14 Planning Commissioners.

15
16 The Council requested all Zoning Books be returned to the City.

17
18 **COMMUNITY CALENDAR APRIL 3 THROUGH APRIL 30, 2013:**

19
20 **City Council Work Session, Monday, April 8, 2013, Town Hall, 7:00 p.m.**

21 **Mahtomedi Public Schools Board Meeting, Thursday, April 11, 2013, Mahtomedi District**
22 **Education Center, 7:00 p.m.**

23 **Stillwater Public Schools Board Meeting, Thursday, April 11 and 25th, 2013, Stillwater City**
24 **Hall, 7:00 p.m.**

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

26 **RWSCC Open House, Thursday, April 25, 2013, 3:00 – 7:00 p.m. Community Media Center,**
27 **2460 East County Road F, White Bear Lake**

28
29
30 **ADJOURN**

31
32 **There being no further business, Council Member Fogelson moved to adjourn at 8:42 p.m.**
33 **Council Member Bohnen seconded the motion. Motion carried unanimously.**

34
35
36 These minutes were considered and approved at the regular Council Meeting May 2, 2013.

37
38
39
40
41 _____
42 Kim Points, City Clerk

43 _____
Tom Carr, Mayor

Date range: 04/15/2013 to 04/29/2013

<u>Vendor</u>	<u>Date</u>	<u>Check #</u>	<u>Total</u>	<u>Description</u>	<u>Void</u>	<u>Account #</u>	<u>Detail</u>
Payroll Period Ending 04/17/2013	04/17/2013	12044	\$3,171.64		No	100-41101-100	\$3,171.64
Write Bear Locksmith	04/17/2013	12045	\$81.60	Town Hall Repair	No	100-43002-220	\$81.60
Quill Corporation	04/17/2013	12046	\$224.93	Office Ink	No	100-41313-200	\$224.93
CenturyLink	04/17/2013	12047	\$162.54	City Phone	No	100-41309-321	\$162.54
St Cloud State University	04/17/2013	12048	\$110.00	Training	No	100-41305-310	\$110.00
Waste Management	04/17/2013	12049	\$4,347.38	Recycling	No	100-43011-384	\$4,347.38
Ken Ronnan	04/17/2013	12050	\$50.00	Video Services	No	100-41318-300	\$50.00
MN Department of Labor & Industry	04/17/2013	12051	\$294.42	Cor#16451163060	No	100-42005-520	\$294.42
AirFresh Industries	04/17/2013	12052	\$133.91	PortaPot	No	100-43007-210	\$133.91
Washington County	04/17/2013	12053	\$2,570.00	2013 Property Tax	No	100-43008-510	\$2,570.00
Sherrell Reid Animal Control	04/17/2013	12054	\$90.00	Animal Control/Inv2013-18	No	100-42006-300	\$90.00
Press Publications	04/17/2013	12055	\$33.75	legals	No	100-41308-351	\$33.75
Eckberg Lammers	04/17/2013	12056	\$5,296.88	Legal Services	No	100-41204-300 100-41205-300 100-41206-300 801-49310-300	\$1,785.76 \$1,680.58 \$1,541.67 \$288.82
Brochman Blacktopping Co.	04/17/2013	12057	\$952.50	Roads/Pothole Repair	No	100-43109-300	\$952.50
KEJ Enterprises	04/17/2013	12058	\$5,825.00	Snow Removal/Sand Salt	No	100-43113-300	\$5,825.00
PERA	04/17/2013	12059	\$584.95	PERA	No	100-41102-120 100-41113-100	\$314.14 \$270.81
Sprint	04/17/2013	12060	\$35.00	City Cell Phone	No	100-43116-321	\$35.00
IRS	04/17/2013	EFT 35	\$1,045.41	Payroll Taxes March	No	100-41103-100 100-41107-100 100-41110-100 100-41112-100	\$331.48 \$382.45 \$268.65 \$62.83
AirFresh Industries	04/26/2013	12061	\$133.91	PortaPot#14367	No	100-43007-210	\$133.91
Xcel Energy	04/26/2013	12062	\$287.72	Utilities	No	100-43004-381 100-43010-381	\$227.23 \$11.69

City of Grant

Disbursements List

04/29/2013

<u>Vendor</u>	<u>Date</u>	<u>Check #</u>	<u>Total</u>	<u>Description</u>	<u>Void</u>	<u>Account #</u>	<u>Detail</u>
Kline Bros Excavating	04/26/2013	12063	\$8,517.50	Road Maintenance	No	100-43117-381	\$48.80
Press Publications	04/26/2013	12064	\$145.35	legals/Charter/Assessment	No	100-41308-351	\$145.35
Croix Valley Inspector	04/26/2013	12065	\$5,616.19	Building Inspector	No	100-42004-300	\$5,616.19
M.J. Raleigh Trucking	04/26/2013	12066	\$1,403.00	Salv/Sand	No	100-43113-210	\$1,403.00
WSB & Associates	04/26/2013	12067	\$2,371.50	Engineering	No	100-41203-300	\$2,262.50
					No	100-43125-300	\$109.00
Wells Fargo Business Card	04/26/2013	12068	\$38.55	Work Session	No	100-41306-320	\$38.55
Swanson Haskamp Consulting	04/26/2013	12069	\$2,583.00	Planning	No	100-41209-300	\$950.00
					No	850-49310-430	\$92.00
					No	853-49310-430	\$207.00
					No	854-49310-430	\$644.00
					No	856-49310-430	\$276.00
					No	857-49310-430	\$414.00
William Lobin	04/26/2013	12070	\$674.00	Escrow Refund	No	856-49310-810	\$674.00
Barbara Kelley	04/26/2013	12071	\$2,986.14	Escrow Refund	No	851-49310-810	\$2,986.14
Edward Schmidt	04/26/2013	12072	\$3,158.00	Escrow Refund	No	850-49310-810	\$3,158.00
Paul Lovas	04/26/2013	12073	\$3,793.00	Escrow Refund	No	853-49310-810	\$3,793.00
Total For Selected Checks			\$56,717.72				\$56,717.72

CONSENT AGENDA ITEM 4C: LOT LINE REARRANGEMENT - Collette

TO: Mayor and City Council
Kim Points, City Clerk
Nick Vivian, City Attorney
Date: January 27, 2013

From: Jennifer Haskamp

RE: Lot Line Rearrangement –
9655 Keswick Avenue N., PIDs:
1403021240003
1403021240004

Background

The Applicant has submitted an application for a lot line rearrangement of the subject properties. In November of 2012 the Applicant attended the City Council meeting to discuss a concept plan for the proposed rearrangement. The Applicant's proposal is consistent with the concept plan presented to the Council in November. The proposed application does not result in any additional lots and simply modifies the existing lot lines of the subject parcels. Per the city code, in circumstances where lots are not created and a rearrangement is requested, a Public Hearing is not required. Therefore staff has prepared the following short memo to assist with your review, and also has provided a resolution for your review and consideration.

Project Summary

Applicant & Owner: Anthony J. and Jodi L. Collette	Site Size: 1403021240003 – 9.87 Acres 1403021240004 – 9.87 Acres (Existing Conditions)
Zoning & Land Use: A-2	Request: Move the east property line on parcel 1403021240004 reducing the lot size to 5 acres; combine remaining 4.87 acres to parcel 1403021240003.

The Applicants own both parcels identified as Existing Parcel 1 and Existing Parcel 2 on the attached Certificate of Survey. They intend to sell Proposed Parcel B to a buyer to construct a new home. The existing acreage is identified below:

Existing Parcel 1: 9.87 Acres

Existing Parcel 2: 9.87 Acres

Right of Way: 0.50 Acre (0.25 on each lot)

The proposed rearrangement would result in the following:

Proposed Parcel A: 14.74 Acres

Proposed Parcel B: 5.00 Acres

Right of Way: 0.50 Acre (0.25 on each lot)

The request to rearrange the remaining land does not have the effect of creating a new lot. The lot line rearrangement simply adjusts the eastern lot line on Existing Parcel 2 to generally divide the parcel in half, which shifts the eastern lot line approximately 650-feet west of the current boundary.

Review Criteria

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

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

Secs. 32--246

Secs. 33-313

Existing Site Conditions

Existing Parcel 1

The Applicant's home is located on Existing Parcel 1, which is the northern property identified on the survey. The subject parcel is a rectangular shape, oriented east-west and is approximately 327' x 1,314'. The existing home is setback approximately 198 feet from Keswick Avenue North; 109 feet from the northern property boundary, and 159 feet from the southern property boundary. There is an existing barn on the subject property that is approximately 2,990 square feet, and a shed that is approximately 400 square feet, for a total of approximately 3,390 square feet of accessory structures on the site. Adjacent to the barn, there appears to be an outdoor horse riding arena on the property as well. The home and accessory structures are accessed from a single driveway with access on Keswick Avenue North. Based upon the National Wetland Inventory (NWI) there appears to be a wetland located near the eastern edge of the property, as well as along the south central property line. The site is sparsely vegetated, with a row of trees along the north and south property lines.

Existing Parcel 2

Existing Parcel 2 is currently vacant with some vegetation, but no structures are present on the site. The property has frontage on Keswick Avenue North, and is oriented east-west and is approximately 327' x 1,314'. Based on the NWI, and information submitted by the Applicant from the Washington Conservation District, there are two wetlands on the subject parcel. There is a wetland approximately 350' from the centerline of Keswick Avenue that encroaches into the parcel from the south property line, as well as a second wetland on the southeast corner of the property. The Site is sparsely vegetated, and there are no existing driveways on the subject property.

Comprehensive Plan Review

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

Zoning/Site Review

Dimensional Standards

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

Dimension	Standard
Lot Area	5 acres
Lot Width (public street)	300'
Lot Depth	300'
FY Setback	65'
Side Yard Setback (Interior)	20'
Rear Yard Setback	50'
Type 3, 4, 5 Wetlands	50' Buffer, 10' structure from buffer

Lot Size and Lot Area

The proposed lot line rearrangement will meet the city's ordinance standards for size and area and will not increase density in the area. Proposed Parcel A will expand in size, and will continue to meet all dimensional standards. Proposed Parcel B is 5.00 acres with approximately 0.25 acres of ROW and will meet size and area standards. The Applicant

should make the buyer aware of the wetland setbacks, and be advised that no fill or alterations within the wetland and setback are permitted. As proposed, there should be adequate area outside the setback areas to construct a new home on Parcel B.

Lot Width

The proposed lot line rearrangement reconfigures the lot layout, but does not increase the number of buildable lots. The proposed rearrangement does not alter the amount of frontage on Keswick Avenue North for either parcel. Parcel A is proposed to be expanded, while Parcel B will be reduced by approximately 4.87 acres, but the reduction occurs on the back half of the property and does not reduce the lot width. Proposed Parcel B will be approximately 327' x 1,314', and meets the dimensional standards. There is no existing access to Parcel B, and access for the new home will need to be established during the building permit process.

Setbacks

Based on the submitted information, all setback requirements are met for the proposed lot line rearrangement for the existing home. The existing home and driveway will continue to be in conformance with the zoning standards as proposed. Construction of a new home on Parcel B will be required to meet all setback standards, including setbacks from wetlands on site. Based upon the survey there is adequate area to construct a new home outside of all required setbacks.

Septic/Soil Tests

The Applicant indicated in the submittal materials that the purpose of the rearrangement is to sell Proposed Parcel B to construct a new home. As a result, soil tests were required to ensure that the soils on the proposed lot would support an onsite septic system to serve a new home. Attached to this review is a correspondence from Mr. Pete Ganzel at Washington County indicating that the soil tests submitted by the applicant demonstrate adequate soils to support a septic system on site to serve a new home.

Accessory Structures

The existing accessory structures on Existing Parcel 1 are 2,990 square feet and 400 square feet, for a total of 3,390 square feet. On parcels of 9.87 acres, the City's Ordinance allows up to 4 accessory buildings with a maximum square footage of 3,500 square feet. The existing accessory buildings meet the zoning ordinance standards for a lot of the existing size. The expansion of Parcel 1 after the rearrangement will not alter the allowable square footage of number of accessory units allowed. Proposed Parcel B will be allowed up to 3

accessory structures not to exceed 2,500 square feet if the lot line rearrangement is approved. The Applicant should be aware of these standards on Proposed Parcel B.

Staff Recommendation

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

- Approval of the lot line rearrangement will not negatively impact the character of the neighborhood
- The proposed rearrangement will not increase density, and is consistent with the City's Comprehensive Plan.
- The lots resulting from the lot line rearrangement will meet all standards and requirements for lot dimensions, and sizes as described in Section 32-246.
- A preliminary review of the septic, wetland, and survey demonstrate a buildable area that exceeds 1.00 acres on Proposed Parcel B.
- Any construction on Parcel B shall be subject to all zoning standards in place at the time of application.
- Access and/or driveway to Parcel B is not approved or reviewed as a part of this application.
- All necessary permits shall be acquired prior to construction on Parcel B.

Action Needed

The Resolution is attached for your consideration.



Department of Public
Health and Environment

Lowell Johnson
Director

Sue Hedlund
Deputy Director

April 25, 2013

Anthony Collette
9655 Keswick Ave
Stillwater, MN 55082

**RE: Soil Testing For Lot Line Rearrangement of Parcels #14-030-21-24-0004, 0003,
Proposed Parcel "B"**

Soil testing has been submitted and reviewed for the above parcel.

An area on proposed parcel "B" has been shown suitable for a primary and secondary sewage treatment system. The suitable area is a 100'X100' rectangle approximately 30 feet East of Keswick avenue and 25 feet North of the South lot line.

The approved areas should be protected from excavation or fill. Disturbance of the area will void this approval.

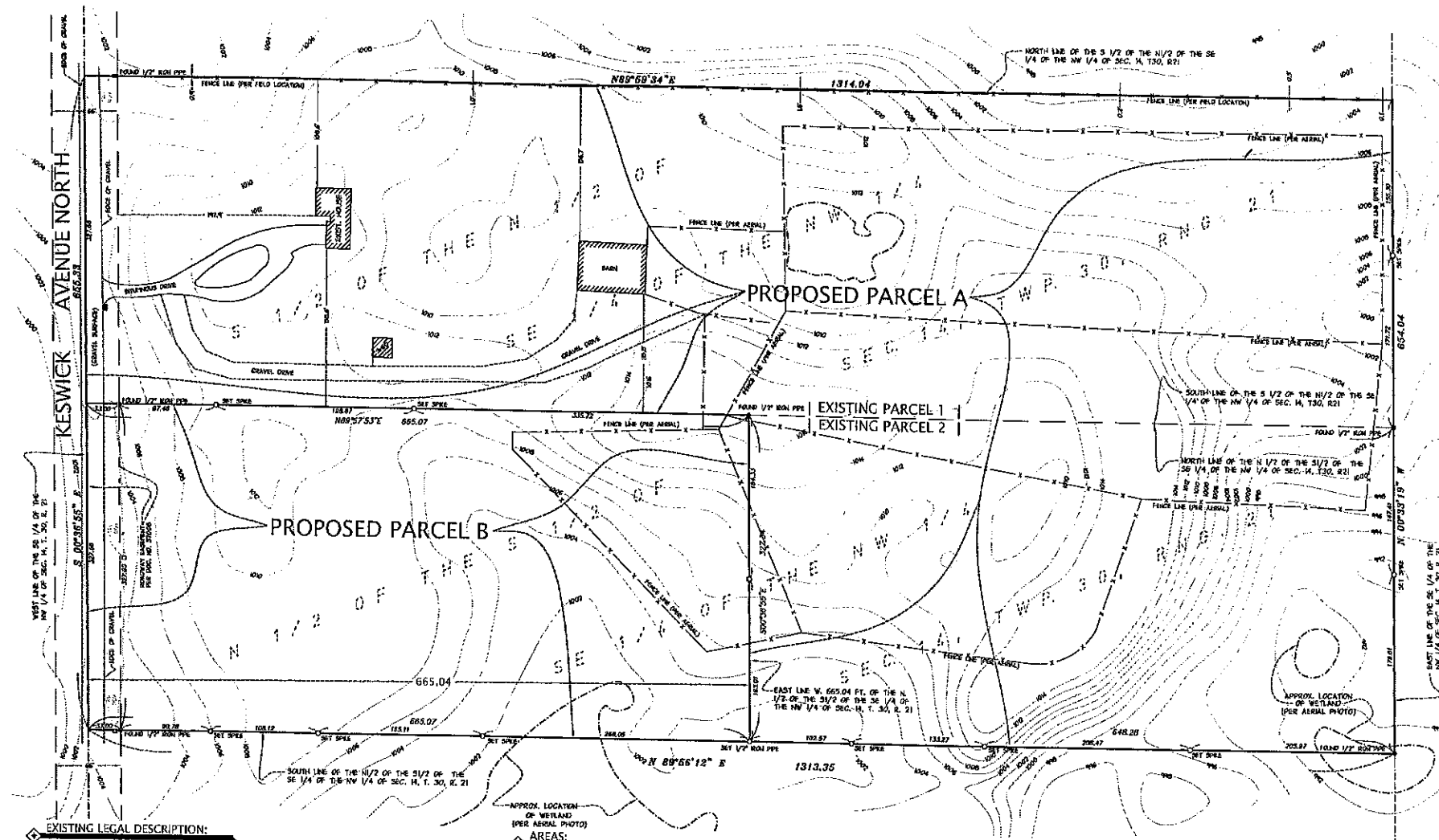
If you have any questions, call me at (651) 430-6676

Sincerely,



Pete Ganzel
Senior Environmental Specialist

CC: Jennifer Haskamp, City of Grant



EXISTING LEGAL DESCRIPTION:

EXISTING PARCEL 1:
The South Half of the North Half of the Southeast Quarter of the Northwest Quarter of Section 14, Township 30 North, Range 21 West, Washington County, Minnesota.
(Certificate of Title 59216).

EXISTING PARCEL 2:
The North Half of the South Half of the Southeast Quarter of the Northwest Quarter of Section 14, Township 30 North, Range 21 West, Washington County, Minnesota.
(Certificate of Title 59217).

(DESCRIPTIONS PROVIDED BY THE OWNER)

PROPOSED LEGAL DESCRIPTIONS:

PROPOSED PARCEL A:
The South Half of the North Half of the Southeast Quarter of the Northwest Quarter of Section 14, Township 30, Range 21, Washington County, Minnesota.

And

That part of the North Half of the South Half of the Southeast Quarter of the Northwest Quarter of Section 14, Township 30, Range 21, Washington County, Minnesota lying easterly of the west 665.04 feet thereof.

PROPOSED PARCEL B:
The west 665.04 feet of the North Half of the South Half of the Southeast Quarter of the Northwest Quarter of Section 14, Township 30, Range 21, Washington County, Minnesota.

APPROX. LOCATION OF WETLAND (PER AERIAL PHOTO) AREAS:

EXISTING PARCEL 1 = 430,061 SQ. FT. / 9.87 ACRES
EXISTING PARCEL 2 = 429,910 SQ. FT. / 9.87 ACRES
TOTAL AREA = 860,011 SQ. FT. / 19.74 ACRES
ROW AREA = 21,625 SQ. FT. / 0.50 ACRES

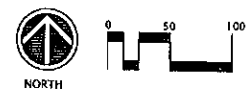
PROPOSED PARCEL A = 642,211 SQ. FT. / 14.74 ACRES
ROW AREA = 10,813 SQ. FT. / 0.25 ACRES
PROPOSED PARCEL B = 217,800 SQ. FT. / 5.00 ACRES
ROW AREA = 10,813 SQ. FT. / 0.25 ACRES

EASEMENT NOTE:

NO TITLE WORK WAS PROVIDED FOR THIS SURVEY. POSSIBLE EASEMENTS MAY EXIST THAT ARE NOT SHOWN ON THIS SURVEY.

SURVEY NOTES:

1. BEARINGS ARE BASED ON THE WASHINGTON COUNTY COORDINATE SYSTEM NAD83.
2. CONTOURS SHOWN PER WASHINGTON COUNTY ORTHOPHOTO DATED 11-11-2011.



CERTIFICATION:

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

David L. Thurmes
David L. Thurmes Registration No: 29718
Date: 04-03-13

LEGEND:

- DENOTES MONUMENT SET AND MARKED ILS 25718
- DENOTES FOUND MONUMENT AS MARKED
- DENOTES FOUND RIGHT-OF-WAY DEED
- UTILITY POLE
- TELE/ISAC BOX
- ELECTRIC/GAS METER
- TELEPHONE LINE
- FENCE
- CURB

UTILITY NOTE:

NO UNDERGROUND UTILITIES WERE LOCATED AS PART OF THIS SURVEY.



COLLETTE PROPERTY

CONTACT:

TONY COLLETTE
3655 KESWICK AVENUE
GRANT, MN 55082
PHONE: 651-342-3200
EMAIL: tony.collette@comcast.net

COUNTY:

WASHINGTON COUNTY

CITY OF GRANT

SEAL:

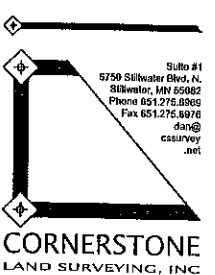
THE STATE OF MINNESOTA DOES NOT REQUIRE A SEAL.

REVISIONS:

DATE	REVISION
04-03-13	INITIAL ISSUE REVISE PER REFERRED

PROJECT LOCATION:

9655/96XX
KESWICK AVE.
PID#140302140003
PID#1403021240004



FILE NAME: SURV22282
PROJECT NO: 22120292

CERTIFICATE OF SURVEY

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2013-13**

**RESOLUTION APPROVING A REQUEST FOR LOT LINE REARRANGEMENT
9655 KESWICK AVENUE NORTH, GRANT, MINNESOTA**

WHEREAS, Anthony J. and Jodi L. Collette ("Applicant") has submitted an application for a Lot Line Rearrangement, a subsection of the Minor Subdivision process, for the property located at 9655 Keswick Avenue North in the City of Grant, Minnesota; and

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

WHEREAS, the City Council for the City of Grant has considered the application at its May 2, 2013, City Council meeting;

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

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

FURTHER BE IT RESOLVED, that in accordance with Section 32-246 of the City's Zoning Ordinance, the following conditions shall be attached to the City's approval of the lot line rearrangement:

- Any construction on Parcel B shall be subject to all zoning standards in place at the time of application.
- All necessary permits shall be acquired prior to construction on Parcel B.
- No driveway or access is approved on Parcel B, and adequate access and associated permits shall be required as part of any building permit process.

Adopted by the Grant City Council this 2nd day of May, 2013.

Tom Carr, Mayor

State of Minnesota)
) ss.
County of Washington)

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

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

Kim Points
Clerk
City of Grant

SARAH L. OISTAD
ATTORNEY AT LAW

April 17, 2013

VIA FACSIMILE 651-429-1998

VIA EMAIL clerk@cityofgrant.com

VIA First Class Mail

City Council
City of Grant
P.O. Box 577
Willernia, MN 55090

RE: Request for approval of Camp Odayin's Application for Exempt Permit

Dear City Council,

On behalf of Camp Odayin, I am respectfully requesting that the City of Grant consider for approval at the May 2013 City Council meeting the Application for Exempt Permit that will be submitted by Camp Odayin to the Minnesota Gambling Control Board.

Camp Odayin is a nonprofit organization that provides a residential camping experience for young people with heart disease. Camp Odayin will be held during four weeks this summer at Camp Knutson in Minnesota. The only charge for a camper to attend is a \$25 registration fee. Camp Odayin also conducts a week-long day camp in West St. Paul for children ages 6-7 as well as a weekend family camp.

On behalf of Camp Odayin, a volunteer committee has organized the 12th annual Whole Heart Golf Tournament to be held at Indian Hills on Monday June 17, 2013. With the City of Grant's approval, Camp Odayin intends to conduct a raffle during the event.

The application along with a stamp addressed envelope will be forwarded to the City of Grant. Please sign in the upper left corner of page two under the city authorization. Once the application has been signed, please mail the application to Sara Meslow using the envelope provided.

If you have any questions or concerns, please contact me at 952-401-0681. Thank you for your time and attention to this matter.

Very truly yours,

Sarah L. Oistad
Attorney at Law

cc: Sara Meslow, Camp Odayin

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total prize value for the year will be \$1,500 or less, contact the licensing specialist assigned to your county.

Application fee (non refundable)

If application is postmarked or received 30 days or more before the event **\$50**; otherwise **\$100**.

ORGANIZATION INFORMATION

Organization name
Camp Odayin

Previous gambling permit number
X-33603-12-001

Minnesota tax ID number, if any

Federal employer ID number (FEIN), if any
41-2014358

Type of nonprofit organization. Check one.

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other nonprofit organization

Mailing address
PO Box 2068

City
Stillwater

State
MN

Zip code
55082

County
Washington

Name of chief executive officer [CEO]
Sara Meslow

Daytime phone number
651-351-9185

E-mail address
sara@campodayin.org

NONPROFIT STATUS

Attach a copy of ONE of the following for proof of nonprofit status.

☐ **Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.**

Don't have a copy? This certificate must be obtained each year from:
Secretary of State, Business Services Div., 60 Empire Drive, Suite 100, St. Paul, MN 55103
Phone: 651-296-2803

☒ **IRS income tax exemption [501(c)] letter in your organization's name.**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization [charter]**

If your organization falls under a parent organization, attach copies of **both** of the following:

- IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
- the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted. For raffles, list the site where the drawing will take place.
Indian Hills

Address [do not use PO box]
6667 Keats Ave

City or township
Grant

Zip code
55082

County
Washington

Date[s] of activity. For raffles, indicate the date of the drawing.
Monday June 17, 2013

Check each type of gambling activity that your organization will conduct.

☐ Bingo* ☒ Raffle ☐ Paddlewheels* ☐ Pull-tabs* ☐ Tipboards*

***Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.

To find a licensed distributor, go to www.gcb.state.mn.us and click on **Distributors** under the **WHO'S WHO? LIST OF LICENSEES**, or call 651-639-4000.

City of Grant

Public Agenda Item Request

Name of Requester: Larry Lanoux
Address: 9711 Neswick Ave
Mailing Address: Grant
Phone: () 651-485
Requested Agenda Item: Outdoor Warning Siren

(Attached explanation page as necessary)

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

Council Meeting Date Requested: 5-2-13
Signature of Applicant: Larry Lanoux Date: 4-23-13
Required Signature of Council Member, Mayor or Administrator/Clerk:

[Signature]

City of Grant

Public Agenda Item Request

Name of Requester: John Smith
Address: 10244 67th Lane
Mailing Address: _____
Phone: (____) 770-8258
Requested Agenda Item: Charter Commission

(Attached explanation page as necessary)

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

Council Meeting Date Requested: 3-2-13

Signature of Applicant: Jack Smith Date: 4-23-13

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

[Signature]

City of Grant

Public Agenda Item Request

Name of Requester: Mark Wojcik

Address: 10675 110th St. N.

Mailing Address: Stillwater, MN 55082

Phone: (651) 356-1500

Requested Agenda Item: Request to be included in Public Comment
regarding the Mayor's decision to disband the
(Attached explanation page as necessary) Planning Commission

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

Council Meeting Date Requested: May 2, 2013

Signature of Applicant: [Signature] Date: Apr. 23, 2013

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

[Signature]

City of Grant

Public Agenda Item Request

Name of Requester: ROBERT ENGELHART

Address: 9280 JOLIET AVE. N., GRANT, MN. 55082

Mailing Address: SAME AS ABOVE

Phone: (651) 6990472

Requested Agenda Item: COMMENT ON PUBLIC INPUT

(Attached explanation page as necessary)

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

Council Meeting Date Requested: MAY 02, 2013

Signature of Applicant: RGENGELHART

Date: APRIL 26, 2013

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



City of Grant

Public Agenda Item Request

Name of Requester: Loren Sederstrom

Address: 9330 107th St N

Mailing Address: Stillwater, MN 55082

Phone: (651) 653-4442

Requested Agenda Item: Open meeting violation

(Attached explanation page as necessary)

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

Council Meeting Date Requested: 5/2/13

Signature of Applicant: Loren Sederstrom Date: 4/23/13

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

[Signature]

Paul and Eileen Lovas would like to gift a portion of lot, pin # 22-030-21-32-0004
To Jack and Priscilla Lovas, this portion would be added to pin# 22-030-21-32-0003
Jack and Priscilla's lot now is 132 x 400, this would increase their lot size to 264 x 400

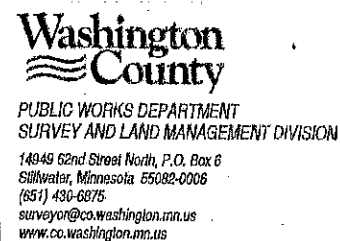
The new legal descriptions would be as follows

Pin# 22-030-21-32-0004 (Paul and Eileen Lovas)

The north 330 feet of the west 1/2 of southwest 1/4 of section 22 township
30 range 21 Except the north 264 feet of the west 400 feet
Washington co. Minnesota according to the United States government survey
thereof, subject to the right of way over the north 2 rods as contained in
book 51 of deeds, page 38

Pin# 22-030-21-30-0003 (Jack and Priscilla Lovas)

The north 264 feet of the west 400 feet of the west 1/2 of the southwest 1/4
of section 22 Washington co. Minnesota according to the United States
government survey thereof, subject to the right of way over the north 2 rods
as contained in book 51 of deeds, page 38



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



1603021	1503021	1403021
2103021	2003021	2303021
2803021	2703021	2603021

	大		

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

STATION NUMBER	TOWNSHIP NUMBER	RANGE NUMBER	QUARTER QUARTER	SPECIFIC PLOT
00	0000	000	00	00000
(0001) = LAST FOUR DIGITS OF PROPERTY IDENTIFICATION NUMBER				

THIS DRAWING IS THE RESULT OF A COMPILATION AND REPRODUCTION OF
LAND RECORDS AS THEY APPEAR IN VARIOUS WASHINGTON COUNTY OFFICES.
WASHINGTON COUNTY IS NOT RESPONSIBLE FOR ANY INACCURACIES.
PROPERTY LINES AS SHOWN ARE FOR REFERENCE PURPOSES AND MAY NOT
REPRESENT ACTUAL LOCATIONS

MAP LAST UPDATED: November 1, 2010

NO ADDITIONAL CHANGES HAVE BEEN REPORTED TO DATE

DATE OF CONTOURS: April, 2000 DATE OF PHOTOGRAPHY: April, 2009

GRANT SEAL COAT/MAINTENANCE PLAN																			
Street Name	Address Range	Length (FT)	Paved	Last SC	Seal Coat/Maintenance Length (Feet) by Year												Area		
					2013		2014		2015		2016		2017		2018			2019	
Maintenance					Patch		Seal Coat		Patch		Seal Coat/Patch		Seal Coat		Seal Coat		Seal Coat		
60th St Ln/61st St	North of 60th St	3500	1974	2007									3500	\$13,589					Indian Hills
65th Street	East of Keats	1000	1974	2007									1000	\$3,883					
67th Street/Ln	East of Keats	4700	1975	2007									4700	\$18,248					
Keats Ave	60th St to 67th St	3800	1973	2007									3800	\$14,754					
Kelvin/Keswick Ave	North of 60th St Ln	2000	1974	2007									2000	\$7,765					
62nd Street	West of Lake Elmo Av	2500	1993	2006							2500	\$9,706							Lake Elmo Spurs
66th Street	East of Lake Elmo Av	1500	1999	2008															
66th Street	West of Lake Elmo Av	400	1980	2008															
79th St/Leeward Ave	Lake Elmo to 75th	4100	1978	2007		4100	\$15,949												
71st Street	West of Jocelyn Ln	1200	2000	2010															
Jocelyn Ln/Cir	East of Jocelyn Rd	2900	2001	2010															Sunnybrook Lake
Jocelyn Road	6900 to 7490	4900	2001	2010															
80th Street	West of Manning	1200	2004	2010															
102nd Street/Ct	West of Manning	2450	2006								2450	\$9,512							Manning Corridor
115th Street	West of Manning	2450	1983	2006							2450	\$9,512							
Lockridge Ave	North of 115th St	1900	1984	2008															
Lofton Ave	South of McKusick	900	2002	2010															
Manning Ave Ct	West of Manning	600	1997	2012															
McKusick Rd	Hwy 96 to Manning	6100	1988	2008															
96th St/Janero Ct	E & W of Justen Trail	3100	1987	2006											3100	\$12,036			Victoria-Woodland
101st Street	Joliet to Keswick	3100	1987	2007													3100	\$12,036	
103rd Street/Ct	East of Joliet	4550	1987	2007													4550	\$17,666	
107th Street	Jamaca to Joliet	3300	1992	2006											3300	\$12,813			
Jody Ave,Ct,Cir	West of Joliet	3700	1987	2006											3700	\$14,366			
Joliet Ave	North of Hwy 96	5900	1987	2006													5900	\$22,907	
Juno Ave	101st to 103rd St	1500	1987	2007													1500	\$5,824	
Justen Trail	Hwy 96 to Joliet	4200	1987	2006											4200	\$16,307			
Kelman Court	Woodland Acres	1200	1987	2007													1200	\$4,659	
100th Street	Ideal to Heron	1800	1992	2006							1800	\$6,989							Pine Tree Lake
Fieldridge Road	North of 101st St	1600	1992	2006							1600	\$6,242							
Hadley Av, Ct, Cir	North of Hwy 96	4300	1992	2004		4300	\$16,695												
Hidden Glade Av	North of Hwy 96	2000	1992	2004							200	\$777							
Indigo Trail	East of Ideal	3400																	

GRANT SEAL COAT/MAINTENANCE PLAN																		
Street Name	Address Range	Length (FT)	Paved	Last SC	Seal Coat/Maintenance Length (Feet) by Year													Area
					2013		2014		2015		2016		2017		2018		2019	
Grenelefe Ave	South of 117th St	3600	1990	2006											3600	\$13,977		NW Panhandle
Hillcrest Court	North of 115th St	1300	2002	2009														
Hillcrest Drive	South of 115th St	1060	1998	2008														
Honeye Ave	115th St to 120th St	2600	1998	2009														
Indian Wells Tr	East of Grenelefe	880	2002				Dellwd											
88th St/Jeffrey Ave	East of Jamaca	2800	1985	2006					2800	\$10,871								Hwy 96 Corridor
Dellwood Rd Ln	South of 96	2400	1997	2004			2400	\$9,318										
Dellwood Rd Ct	North of Hwy 96	700	1994	2004			700	\$2,718										
Ideal Ave	South of Hwy 96	4400	2007													Mahto		
Ivy Ave/Itaska Tr/Ct	East of Jamaca	6500	2000	2009														
Joliet Ave	South of Hwy 96	2400	1997	2004			2400	\$9,318										
Justen Trail	Jamaca to Hwy 96	2700	1986	2004			2700	\$10,483										
Kimbrow Ave	Hwy 96 to Co Rd 12	8200	1991	2006					8200	\$31,837								
Knollwood Drive	North of Hwy 96	2800	1991	2004					2800	\$10,871								
Irish Ave	11330 to 11896	6500	1994	2001	6500	\$25,237												Mann Lake
Irish Ave	11034 to 11049	1460	2003	2012														
Ironwood Ave	110th to Irish	1050	2003	2012														
Isleton Ave/Ct	East of Irish	4200	1996	2001			4200	\$16,307										
65th Street	East of Jasmine	860	1987	2008														Islands
97th Street	West of Manning	300	1985	2010														
105th Street	West from Inwood	500	1990	2008														
Imperial Ave	South of 120th St	1800	1985	2010														
Ingberg Circle	West of Ingberg Ct	900	1998	2008														
Jamaca Ave	North of 64th St	150	2005								150	\$582						
Jamaca Ave	South of CR 12	700	1978	2008														
Jarvis Ave	North of 60th St	200	1991	2008														
Jewel Ave	North of 85th St	150	1984	2008														
Kimbrow Ave Ct	10700 to 10990	1500	1987	2008														
Maple St (85th St)	East of Mahtomedi	700	1986	2008														Jasmine Avenue 110th Street
Jasmine Avenue	60th St to 65th St	2450	2009				2450	\$9,512										
110th Street	West of Julianne Ave	1140	2011								1140	\$4,426						
Paved Road	Total Length (Feet)	170860			14900		14850		13800		15690		15000		17900		16250	Feet
Paved Road	Total Length (Miles)	32.36			2.82		2.81		2.61		2.97		2.84		3.39		3.08	Miles
2013 Cost / Mile	\$ 20,500	Estimated Cost By Year				\$57,850		\$57,656		\$53,580		\$60,918		\$58,239		\$69,498		\$63,092
Total 10 Year Cost	\$ 420,832																	
Average Cost / Year	\$ 60,119																	

Denotes segments scheduled for patching

REQUEST FOR QUOTES

Request for Quotes: **2013 Class 5 Surfacing Project**
City of Grant, MN
WSB Project No. 1936-31

Submittal Deadline: Delivered in person, mailed, or faxed **to be received by**
WSB & Associates, Inc. by 3:00 p.m. CST on Wednesday,
April 24, 2013.

Submit To: Phil Olson, PE
Grant City Engineer
WSB & Associates, Inc.
701 Xenia Avenue South, Suite 300
Minneapolis, MN 55416
Phone: 763-512-5245
Fax: 763-541-1700
Email: polson@wsbeng.com

Class 5 Surfacing
Construction Location: Refer to the attached specifications.

Other Requirements: The undersigned certifies that the Contract Documents have been carefully examined, and that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood, and that at no time will misunderstanding of the Contract Documents be pleaded. On the basis of the Contract Documents, the undersigned proposes to furnish all necessary apparatus and other means of construction, to do all the work and furnish all the materials in the manner specified, and to accept as full compensation therefore the sum of the various products obtained by multiplying each unit price herein bid for the work or materials, by quantities thereof actually incorporated in the completed project, as determined by the Engineer.

In submitting this proposal, it is understood that the right reserved by the Owner to reject any or all proposals and to waive informalities.

As a part of this quote, the Contractor agrees to perform all work described in the specifications and shown on the plans for the following unit prices:

No.	Mat. No.	Item	Units	Unit Price
1	2211.501	Aggregate Base Class 5 Modified – Delivered and Spread	Ton	\$ _____
2	2211.501	Aggregate Base Class 5 Modified - Delivered	Ton	\$ _____

Submitted by:

If a corporation, what is the state of incorporation?

If a partnership, state full name of all co-partners.

Official Address

Firm Name

By _____
(An Authorized Signature)

Date: _____

Title _____

DIVISION 1

GENERAL REQUIREMENTS

01010 – SUMMARY OF WORK	1
01014 – WORK SEQUENCE.....	1
01028 – SCALE	1
01029 – COMPENSATION FOR INCREASED OR DECREASED QUANTITIES	1
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01515 – CONSTRUCTION WATER.....	2
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DIVISION 1

GENERAL REQUIREMENTS

01010 – SUMMARY OF WORK

This project consists of two types of aggregate base surfacing described below:

- **Aggregate Base Class 5 Modified Delivered and Spread:** This item consists of supplying the aggregate base material as specified, delivering, placing, watering, grading, and compacting the aggregate base on roadways within the City of Grant, Minnesota. The roadways to be included with this project will be determined by the City. The City may adjust the aggregate placement width, depth, length, etc. in the field. Additionally, the City may add, delete, or modify the roadways included within this portion of the project.
- **Aggregate Base Class 5 Modified — Delivered:** This item consists of supplying the aggregate base material as specified including material and delivery of the aggregate base as required by the City. Various roadways are anticipated to be included within this portion of the project and it should be assumed that the contractor will supply the aggregate base to any gravel roadway within the City for maintenance as directed by the City.

01014 – WORK SEQUENCE

The Contractor shall not commence construction until the Owner has given permission.

All work under this contract is to be scheduled as directed by the City's Road Commissioner.

01028 – SCALE

The Contractor shall provide the necessary scale and scale person for weighing the items furnished on a ton basis under these specifications. The scale shall be permanently in place and shall comply with the Minnesota Public Service Department Rules and be approved by the Minnesota Department of Weights and Measures. Portable scales are not acceptable. The Engineer may periodically instruct the Contractor to weigh his material at another scale other than that provided by the Contractor. In the event of a weight discrepancy, the Minnesota Department of Weights and Measures will determine the amount of difference in weight and the Engineer will adjust the weight of material being paid for accordingly.

01029 – COMPENSATION FOR INCREASED OR DECREASED QUANTITIES

The work to be performed is recognized to be construction of a type involving uncertain quantities. All basis of payment provisions of these specifications specifically preclude price adjustments in the event of increased or decreased quantities of contract items. Any payments provided by bid item are valid and are to be accepted by the Contractor as compensation in full for work, regardless of the amount of percentage of increased or decreased quantities. The Contractor shall notify the Engineer prior to exceeding the plan quantity by more than ten (10) percent prior to proceeding further. There will be no compensation due to restocking charges for materials not used on the project.

01040 – COORDINATION

The Contractor is responsible for coordinating the work of this project and the work of others relating to the project and shall cooperate with others to provide efficient and timely completion of the work. These responsibilities shall include, but are not limited, the following:

- a. Inform emergency services and school district transportation coordinators of traffic situation.
- b. Inform Owner's Clerk of detours and road closures that will affect traffic.

- c. Inform electric, telephone, gas, cable TV and other non-municipal utilities of the planned schedule to allow for the planning of their work.
- d. Maintain and coordinate the access needs of the adjacent properties.

01060 – RIGHT-OF-WAY AND EASEMENTS

All work is to be done on public right-of-way or easements which are provided by the Owner. Operations shall be confined to within the limits of the right-of-way or easements provided. The Contractor may use the site as necessary to the quick and expedient completion of the work.

01095 – REFERENCE SPECIFICATIONS

This work shall be done in accordance with the Minnesota Department of Transportation's "Standard Specifications for Construction" (referenced "Mn/DOT") 2005 Edition, Special Provisions, and any amendments thereto.

All references to the word "Engineer" in reference specifications shall be interpreted as the Engineer for the Owner.

01400 – QUALITY CONTROL

Any person representing federal or state agencies, the Engineer or Owner shall have the right of entry to inspect the work being performed by the Contractor. If the case warrants, the Contractor shall provide proper facilities for such access and inspection.

The Contractor shall notify the Engineer at (763) 541-4800 any time he anticipates working on this project. Notification must be received forty-eight (48) hours prior to the anticipated work. No work will be allowed without prior notification.

The Contractor is responsible for all initial tests required to substantiate that the materials furnished meet the specifications. All subsequent testing shall be paid by the Owner. Test failures shall be retested at the Contractor's expense.

The Contractor shall assist the Engineer by notification of the pit location, scale location and all other correlated items two weeks in advance of the starting time so that the adequate control measures can be established.

The Contractor shall provide a minimum twenty-four (24) hour notice to the engineer for any testing that must be observed or accomplished by someone other than the Contractor's personnel. All final tests and inspections shall be performed under the observation of an Owner's representative. This will include the construction observer or his designated representative and may include an Owner's employee.

01404 – MAINTENANCE OF TRAFFIC

Traffic control shall be the sole responsibility of the Contractor and shall conform to the requirements of the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD), and the "Temporary Traffic Control Work Zone Layouts," latest edition. Traffic control is incidental to the project.

The Contractor must maintain access at all times to properties affected by construction. All roadways must be passable with at least one-lane of traffic by the use of flaggers at all times during construction.

01515 – CONSTRUCTION WATER

Water for gravel base compaction or other miscellaneous purposes is not available from the Owner. The Contractor will be responsible for all expenses incurred to obtain water from any source with no additional compensation allowed therefore.

01547 – PROTECT EXISTING PAVEMENTS

The Contractor shall provide and use only rubber-tire equipment on all work where street pavements or portions of pavements are undisturbed for the protection of the pavements or in such locations as the Engineer may direct.

No compensation will be allowed to the Contractor for replacement of damaged utilities and resurfacing or replacing damaged pavements.

01560 – WORKING HOURS

Working hours will be from 7:00 a.m. to 7:00 p.m., Monday through Friday. The Contractor shall structure the proposed project schedule based on the stated working hours.

01561 – NOISE CONTROL

The Contractor shall comply with local and state ordinances on noise abatement. Any piece of equipment not meeting the requirements shall either be repaired or replaced.

01562 – DUST CONTROL

The Contractor shall be responsible for dust control. Water is not available to the Contractor for this use, as previously stated under Section 01515. Dust control shall be considered incidental to the project with no additional compensation allowed therefor.

If the Contractor's response to controlling dust is determined to be inadequate, the Owner will arrange to complete the work and charge the Contractor two (2) times the cost.

01701 – CONTRACT CLOSEOUT PROCEDURES

Before final payment is made for the work on this project, the Contractor must make a satisfactory showing that he has complied with the provisions of Minnesota Statutes Annotated 290.92 requiring the withholding of state income taxes for wages paid the employees on this project. Receipt by the Engineer of a certificate of compliance from the Commissioner of Taxation will satisfy the requirement.

PROTECTION OF THE PUBLIC

The Contractor shall provide any barricades, fences or other means of protection necessary to properly execute the work and adequately protect his employees, employees of the Owner, employees of the Engineer, and members of the public according to federal, state, and local regulators.

All labor and materials necessary to comply with these provisions are incidental.

DIVISION 2

SPECIAL PROVISIONS

02211 – AGGREGATE BASE CLASS 5 MODIFIED 1

DIVISION 2

SPECIAL PROVISIONS

02211 – AGGREGATE BASE CLASS 5 MODIFIED

02211.1 DESCRIPTION

This project consists of two types of aggregate base surfacing described below:

- Aggregate Base Class 5 Modified — Delivered and Spread: This item consists of supplying the aggregate base material as specified, delivering, placing, watering, grading, and compacting the aggregate base on roadways within the City of Grant, Minnesota. The roadways to be included with this project will be determined by the City. The City may adjust the aggregate placement width, depth, length, etc. in the field. Additionally, the City may add, delete, or modify the roadways included within this portion of the project.
- Aggregate Base Class 5 Modified — Delivered: This item consists of supplying the aggregate base material as specified including material and delivery of the aggregate base as required by the City. Various roadways are anticipated to be included within this portion of the project and it should be assumed that the contractor will supply the aggregate base to any gravel roadway within the City for maintenance as directed by the City.

02211.2 MATERIALS

Class 5 aggregate base shall be as specified in Mn/DOT 3138 including the modifications below. Before any aggregate base is placed, the Contractor shall submit an aggregate gradation from an approved testing laboratory certifying that the materials to be incorporated into the work meet these specifications. Also, a gradation should be submitted for each five hundred (500) tons of material that is placed. The Contractor shall bear the cost of this testing.

Aggregate Base Class 5 – Modified: The gradation of the Class 5 material must be within the limits shown in Table 3138-1 for material containing more than 60% crushed quarry rock.

Specification 3138.2C should be modified to state:

“In the production of Class 5 aggregate, there shall be at all times not less than twenty percent (20%) of material which shall be crushed, as determined by the weight of the material retained on No. 4 and larger sieves.”

Table 3138-1 shall be modified for Class 5 as follows:

No. 200 – eight to twelve percent (8% - 12%) passing.

02211.3 CONSTRUCTION REQUIREMENTS

The Contractor shall grade the roadway with a six percent (6%) crown and match the existing edge of roadway so to not block drainage to ditches or as directed by the Road Commissioner. The Contractor shall supply, deliver, spread, water, compact, and grade the specified aggregate base to various roadways as directed by the Owner. This item will include all labor, equipment, and materials required to deliver, spread, water, compact, and grade the aggregate on the roadways specified by the City.

The Contractor is responsible for coordinating his schedule with the Road Commissioner.

02211.4 BASIS OF MEASUREMENT AND PAYMENT

Payment will be at the contract unit price per ton of material delivered, spread, watered, compacted, and graded in accordance with contract requirements. This shall also include payment in full for all costs incidental to construction including hauling, delivery, spreading, grading, traffic control, and testing.

Gradation testing every five hundred (500) tons shall be incidental to construction, and is the responsibility of the Contractor to order testing and submit results to the City.

The Contractor shall submit weight tickets to the City each day aggregate is placed. Pay requests will be processed through the Engineer. Payment requests shall not be processed without weight tickets to verify material quantities.

REQUEST FOR QUOTES

Request for Quotes: **2013 Class 5 Surfacing Project**
City of Grant, MN
WSB Project No. 1936-31

Submittal Deadline: Delivered in person, mailed, or faxed **to be received by**
WSB & Associates, Inc. by 3:00 p.m. CST on Wednesday,
April 24, 2013.

Submit To: Phil Olson, PE
Grant City Engineer
WSB & Associates, Inc.
701 Xenia Avenue South, Suite 300
Minneapolis, MN 55416
Phone: 763-512-5245
Fax: 763-541-1700
Email: polson@wsbeng.com

Class 5 Surfacing
Construction Location: Refer to the attached specifications.

Other Requirements: The undersigned certifies that the Contract Documents have
been carefully examined, and that the site of the work has
been personally inspected. The undersigned declares that the
amount and nature of the work to be done is understood, and
that at no time will misunderstanding of the Contract
Documents be pleaded. On the basis of the Contract
Documents, the undersigned proposes to furnish all
necessary apparatus and other means of construction, to do
all the work and furnish all the materials in the manner
specified, and to accept as full compensation therefore the
sum of the various products obtained by multiplying each
unit price herein bid for the work or materials, by quantities
thereof actually incorporated in the completed project, as
determined by the Engineer.

In submitting this proposal, it is understood that the right
reserved by the Owner to reject any or all proposals and to
waive informalities.

As a part of this quote, the Contractor agrees to perform all
work described in the specifications and shown on the plans
for the following unit prices:

No.	Mat. No.	Item	Units	Unit Price
1	2211.501	Aggregate Base Class 5 Modified – Delivered and Spread	Ton	\$ <u>8.00</u>
2	2211.501	Aggregate Base Class 5 Modified - Delivered	Ton	\$ <u>7.50</u>

Submitted by:

If a corporation, what is the state of incorporation?

Mn.

If a partnership, state full name of all co-partners.

Official Address

15250 100th St. N. P.O. 261
Stillwater, Mn 55082

Firm Name

M. J. Raleigh Trucking Inc

By

[Signature]
(An Authorized Signature)

Date:

4-24-13

Title

CFO

REQUEST FOR QUOTES

Request for Quotes: 2013 Class 5 Surfacing Project
City of Grant, MN
WSB Project No. 1936-31

Submittal Deadline: Delivered in person, mailed, or faxed to be received by
WSB & Associates, Inc. by 3:00 p.m. CST on Wednesday,
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Submit To: Phil Olson, PE
Grant City Engineer
WSB & Associates, Inc.
701 Xenia Avenue South, Suite 300
Minneapolis, MN 55416
Phone: 763-512-5245
Fax: 763-541-1700
Email: polson@wsbeng.com

**Class 5 Surfacing
Construction Location:** Refer to the attached specifications.

Other Requirements: The undersigned certifies that the Contract Documents have been carefully examined, and that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood, and that at no time will misunderstanding of the Contract Documents be pleaded. On the basis of the Contract Documents, the undersigned proposes to furnish all necessary apparatus and other means of construction, to do all the work and furnish all the materials in the manner specified, and to accept as full compensation therefore the sum of the various products obtained by multiplying each unit price herein bid for the work or materials, by quantities thereof actually incorporated in the completed project, as determined by the Engineer.

In submitting this proposal, it is understood that the right reserved by the Owner to reject any or all proposals and to waive informalities.

As a part of this quote, the Contractor agrees to perform all work described in the specifications and shown on the plans for the following unit prices:

No.	Mat. No.	Item	Units	Unit Price
1	2211.501	Aggregate Base Class 5 Modified – Delivered and Spread	Ton	\$ <u>7.⁶⁰</u>
2	2211.501	Aggregate Base Class 5 Modified - Delivered	Ton	\$ <u>7.³⁵</u>

Submitted by:

If a corporation, what is the state of incorporation?

MINNESOTA

If a partnership, state full name of all co-partners.

Official Address

3636 STABLECOACH TRAIL NORTH

STILLWATER, MN 55082

Firm Name

MILLER EXCAVATING, INC.

By

[Signature]
(An Authorized Signature)

Date: APRIL 24, 2013

Title V.P.



Public Works Department

Donald J. Thelsen, P.E.
Director

Wayne H. Sandberg, P.E.
Deputy Director/County Engineer

April 11, 2013

Via Email Only:

clerk@cityofgrant.us
polson@wsbeng.com

City of Grant
Attn: Kim Points and Phil Olson
PO Box 775
Willernie, MN 55090-0577

RE: Proposed CSAH 7 Pavement Rehabilitation Project (SP 082-607-014, SAP 062-602-016) in White Bear Township, the City of Grant, the City of Dellwood, the City of Hugo, and May Township

Dear Ms. Points and Mr. Olson:

Washington County is in the process of developing plans to rehabilitate the pavement of County State Aid Highway (CSAH) 7 that extends through White Bear Township, the cities of Grant, Dellwood, Hugo as well as May Township. The poor pavement conditions will be addressed with a full depth reclamation (FDR) and bituminous overlay.

FDR involves pulverizing the existing pavement and reusing the ground material as additional structural support for new bituminous pavement layers. Additional right-of-way is not required since the existing pavement width will be maintained after the pavement rehabilitation.

No cost participation is necessary from the City of Grant. This project will utilize excess Federal Funding that recently became available as well as County funds. The purpose of this letter is to inform you of this pavement rehabilitation project and to request municipal consent for the project. Project information is enclosed for your reference. Resolution language is also enclosed and we ask that a resolution be formatted and placed on the Council Agenda in May to meet a compressed project approval schedule.

The following information is enclosed to assist the City Council:

- Project location map
- Pertinent plan sheets detailing project limits
- Resolution language

If you have any questions, or require additional information, please call me at 651-430-4319.

Sincerely,

A handwritten signature in black ink, appearing to read "Frank D. Ticknor II".

Frank D. Ticknor II, P.E.
Design Engineer

Enclosures

Cc: Cory Slagle, Washington County Public Works

R:\10702\Communities\CSAH 7-Grant Cover Letter.doc

RESOLUTION

APPROVING COUNTY PROJECT WITHIN MUNICIPAL CORPORATE LIMITS

WHEREAS, a County Recommended Layout, dated April 3, 2013, for State Project No. 082-607-014 and State Aid Project No. 082-602-016, showing proposed pavement improvements for County State Aid Highway No. 7 within the limits of the City of Grant as a Federal Aid Project has been prepared and presented to the City.

NOW, THEREFORE, BE IT RESOLVED: That said County Recommended Layout be in all things approved.

NOW, THEREFORE, BE IT FURTHER RESOLVED: That the City of Grant supports the County continuing with the development of final plans necessary for the construction of the project.

Dated this _____, day of _____, 2013.

CERTIFICATION

State of Minnesota

County of Washington

City of Grant

I hereby certify that the foregoing Resolution is a true and correct copy of a resolution presented to and adopted by the City Council of Grant at a meeting thereof held in the City of Grant, Minnesota, on the _____ day of _____, 2013, as disclosed by the records of said City in my possession.

(Seal)

Memorandum

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

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

Date: *March 25, 2013*

Re: *April Staff Report - Engineering*

A. Agenda Items

- i. **Seal Coat / Roadway Maintenance Plan:** A revised Seal Coat / Roadway Maintenance plan is attached for review and comment. This plan is an updated version of the Seal Coat plan developed in 2008. The 2008 plan has been utilized as a guideline for planning seal coat projects.

Due to the degraded condition of some of the city's roads, it appears that several of the roadways may benefit more from an increased amount of patching compared to receiving a scheduled seal coat. These roadways were discussed during the road tour. They have now been incorporated into the new Seal Coat/Roadway Maintenance Plan has candidates for patching.

The new Seal Coat/Roadway maintenance plan also allows the city to give residents an opportunity to utilize the patching money for a larger overlay or rehabilitation project. By notifying residents that their road is scheduled for patching in the near future, residents would have the ability to petition the city for a project with partial funding from this project.

The plan has identified roadways for patching through 2016. Roadways scheduled beyond 2016 are currently scheduled for a seal coat but should be reviewed again prior to completing the seal coat.

The budget for 2013 is \$60,000.

Action: Discussion. Council direction for plan revisions, or if the plan is acceptable, authorize additional patching work for 2013.

- ii. **Class 5 Surfacing Quotes:** The City completes a class 5 resurfacing project every year on roadways scheduled by the Road Commissioner. The request for quotes was sent to Miller Excavating, Inc., and Raleigh Trucking, Inc.

The quotes received are as follows:

	Delivered and Spread	Delivered
Miller Excavating Inc.	\$7.60	\$7.35
Raleigh Trucking Inc.	\$8.00	\$7.50

Quotes are attached along with the project specifications.

Action: Discussion. Award the work as determined by the City Council.

- iii. **Irish Avenue Drainage Repair:** The pavement near the driveway of 11645 Irish Avenue is in poor condition due to drainage issues in the roadway. This area of Irish Avenue has been an ongoing maintenance issue and was identified during the road tour as a potential project area for 2013. The area discussed to be included as a project is approximately 300 feet in length.

A survey of this section of road is recommended prior to planning and repair of the drainage issue. The cost for a survey is estimated at \$1875. A basic sketch design and coordination with a contractor is estimated at \$2950.

Action: Discussion. Authorize WSB to complete the survey and design work to repair the drainage issue on Irish Avenue.

- iv. **CSAH 7 Pavement Rehabilitation Project:** Washington County is requesting municipal consent for a pavement rehabilitation project on CSAH 7. The project will extend from Manning Avenue to White Bear Township (see attached map). It will address poor pavement conditions with a full depth reclamation and bituminous overlay.

This project will not require cost participation from Grant. A letter from Washington County is attached.

Action: Discussion. Adopt a resolution for municipal consent of the CSAH 7 project.

- v. **Manning Avenue Pavement Rehabilitation Project:** Washington County is requesting municipal consent for a pavement rehabilitation project on Manning Avenue. This project is proposed to extend from 80th Street to Highway 96. The project will include a roundabout at Highway 96 along with minor turn lane improvements.

This project also includes a signal and a right turn lane at 80th Street. Per the Washington County Policy for Cost Participation (attached), Grant is required to fund 25% of the signal and 100% of the turn lane. Additionally, Grant is required to fund 50% of the electric costs, approximately \$250 per year.

On April 16th, Council Member Bohnen and I met with Washington County to discuss the details and funding for this project. At the meeting, an alternate funding

option was discussed where Grant would fund the signal based on the percentage of traffic from Grant. This method is recognition of Grant's limited use of the signal.

The traffic volumes at Manning Avenue and 80th Street are as follows:

- Manning Avenue: 13,400 cars/day
- 80th Street (Stillwater): 2,000 cars/day
- 80th Street (Grant): 300 cars/day (summer)
- 80th Street (Grant): 30 cars/day (winter)

Below is a comparison of Grant's funding obligation based on Washington County's current policy and based on an estimate of the traffic volumes. Additional discussion is needed with Washington County to determine the exact traffic volumes and formula for the agreements.

Washington County Policy:

$$\$10,000 \text{ (turn lane)} \times 100\% + \$150,000 \text{ (signal)} \times 25\% = \$47,500$$

Traffic Volumes:

$$300 \text{ cars/day (Grant)} \div 2000 \text{ cars/day (Stillwater)} = 15\%$$

$$\$80,000 \text{ (50\% of the cost of the turn lane and signal)} \times 15\% = \$12,000$$

Staff is requesting Council direction prior to working with Washington County to develop agreements for this project. The agreements will still need Council approval at a future city council meeting.

Action: Discussion. Staff is requesting Council direction on the funding of this project.

vi. **Staff Report/Council Update:**

- Road Tour:** A road tour was done on April 13th to evaluate the current condition of the roads and identify future project areas. Eight people attended the road tour including, Mayor Carr, Council Member Bohnen, Council Member Fogelson, Kim Points, three different contractors, and engineering. Several roadways were identified as candidates for patching projects and the roadways on the existing seal coat plan were reviewed.
- Siren Installation:** The exact location of the two sirens on County Road 12 is still being finalized. The approximate locations appear to be at the intersections of Jamaca Avenue (CR 9) and Lake Elmo Avenue (CR 17). These locations are based on the available right-of-way, existing 3-phase power, and avoiding overhead power lines. The sirens will be located in the Washington County right-of-way by permit.
- 69th Street & County Road 17 Intersection:** This intersection was discussed on the road tour. The main issue is poor sight distance between traffic on southbound on County Road 17 and cars at 69th Street. WSB is working with Washington County to determine if there is a cost effective sign that could be installed to improve the safety of this intersection. Washington County stated that they would also support the city paving the entrance of 69th Street to prevent potholes in the gravel roadway.

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

MEMORANDUM

To: Mayor and Grant City Council	Date: April 25, 2013
CC: Kim Points, City Clerk	RE: Staff Report
Nick Vivian, City Attorney	
From: Jennifer Haskamp, City Planner	

Staff Report

Concept Plan (Lot Line Rearrangement) – Lovas (8485 Jamaca Ave. N.)

As stated in the March staff report, an Application was made for a lot line rearrangement generally located at 8485 Jamaca Ave N. After reviewing the application for completeness, staff contacted the Applicant to discuss what was proposed. The application was incomplete for review, and the requested lot line rearrangement did not meet the City's ordinances with respect to lot size. Staff discussed options with the Applicant to move forward, and the Applicant withdrew his lot line rearrangement and has decided to present the concept plan to the Council for comment and feedback at the May 2nd meeting.

As background, Staff reviewed section 32-246 (b) to review standards and exceptions for lot sizes, but it does not appear that any of the exceptions apply to the proposed application. Therefore, Mr. Lovas was advised that based on what was originally submitted, the application would require a variance as well as lot line rearrangement under the proposed configuration. Based upon the preliminary review, there is one building entitlement on the subject property(s) as presented in the application which is located on a 1.2 acre parcel, and there is an adjacent 8.48 acres owned by Mr. Lovas (which is essentially viewed as one parcel under section 32-246 (b) (3) of the Zoning Ordinance). Mr. Lovas also owns the property to the north which is approximately 9.06 acres, which was not included for consideration in the initial application. (Please refer to the concept plan) Mr. Lovas will present his concept plan to the Council seeking direction for next steps. The concept plan is included within your packets for consideration.

Lot Line Rearrangement – Collette (9655 Keswick Avenue North)

The Lot Line Rearrangement request at 9655 Keswick Avenue North review is included on the Consent Agenda. The staff report, as well as survey and supporting documents are attached for your review and consideration. The request meets the City's ordinance based upon the information submitted for review, and a supporting resolution is provided for your consideration.

Minor Subdivision – Rosell

An application has been made for a minor subdivision located in the southwest corner of the intersection Highway 96 (Dellwood Rd. N.) and Manning Avenue. The Applicant has requested the parcel to be split into two fairly similarly sized lots. An incomplete letter was sent to the Applicant which identified the needed items to complete the review. The proposed southern lot has a significant amount of wetland on the site, and because of the right-of-way along Manning, the buildable area on the site is tight. As a result, a wetland delineation as well as the soil tests were requested to confirm that both proposed lots are adequate and can meet the standards identified within the city's zoning ordinance. Given the location of the parcel, the subdivision was routed to both MnDOT and Washington County for their review. Staff anticipates that the application will be before the council in June.

Pre-Application Meeting – Duea Minor Subdivision

Staff met with Mr. Duea in a pre-application meeting to discuss options for a minor subdivision of his property. Staff anticipates an application will be made in the coming months.

CONTRACT FOR CIVIL LEGAL SERVICES

This Agreement is entered into by and between the City of Grant, Minnesota ("City") and the law firm of Eckberg, Lammers, Briggs, Wolff & Vierling, P.L.L.P. ("Law Firm"), for the purpose of utilizing the Law Firm to provide civil legal services to the City.

I. RECITALS

1. The Law Firm currently provides civil legal and criminal prosecution services to the City.

2. The City compensates the Law Firm for its criminal prosecution services pursuant to a monthly retainer system. The City and the Law Firm are now interested in pursuing a monthly retainer compensation system for the Law Firm's civil legal services. The monthly retainer compensation system will cover general civil legal services provided to the City, while extraordinary civil legal services will be billed to the City at the then applicable hourly rate, as further defined and described in this Agreement.

3. Compensation: The compensation due from the City to the Law Firm on a monthly retainer basis shall be as follows:

a. **General Services** (retainer fee) shall be:

Year One (Effective Date – December 31, 2013)	\$34,000 per year, \$2,834 per month
Year Two (January 1, 2014 – December 31, 2014)	\$35,100 per year, \$2,925 per month
Year Three (January 1, 2015 – December 31, 2015)	\$36,000 per year, \$3,000 per month

The retainer amount for Year One shall be prorated to the effective date of this Agreement, as provided in Section 5(h) herein.

b. **Extraordinary:** The hourly rates allocated to extraordinary services shall be:

Year One (Effective Date – December 31, 2013)	\$150 per hour
Year Two (January 1, 2014 – December 31, 2014)	\$155 per hour
Year Three (January 1, 2015 – December 31, 2015)	\$155 per hour

c. **Support Services Rate:**

Paralegal Services: \$125.00 per hour, if not included in retainer
Law Clerk-Research: \$125.00 per hour, if not included in retainer

d. **Expenses to be Billed:**

The City will reimburse the Law Firm for actual, necessary and reasonable costs and expenses incurred by the Law Firm in the performance of extraordinary legal services contained in this Agreement.

Copying \$.20 per page
Faxes from Client: not chargeable
Faxes to Client: \$.20 per page
Billings for local mileage: not chargeable
Phone calls from Staff/Council: not chargeable
Long Distance Phone Charges: at cost
Courier or Delivery Charges: at cost
Process Server Fees: at cost
Court Filing Fees: at cost
Document Recording Fees: at cost
Court Reporter Transcript Fees: at cost

NOW THEREFORE, IN CONSIDERATION OF the mutual promises contained herein and other good and sufficient consideration, the parties agree to the following:

II. TERMS

1. Scope and Nature of General Counsel Services: The parties agree to the following description of the nature of the legal services to be provided by the Law Firm to the City under the retainer fee.

- a. Attendance at regular or special City Council meetings and City board and commission meetings as directed.
- b. Review of Council and Planning Commission agenda items and minutes.
- c. Availability for consultation with City Council, City Administrator/Clerk and authorized staff and consultants.
- d. Drafting and revisions of documents, ordinances, resolutions and regulations.
- e. Drafting and review of municipal contracts, joint powers agreements, and the like.
- f. Review of contractor/vendor bond and insurance documents.
- g. Research and preparation of legal opinions on municipal or other legal matters, including open meeting law/data practices issues and general municipal employment matters as requested.
- h. Providing periodic updates on significant developments in laws important to the City to the Administrator/Clerk, Council and staff.
- i. Instruction/seminars in open meetings, ethics and other educational presentations to City officials and staff.
- j. Collection of amounts due to the City, as requested.

2. Scope and Nature of Extraordinary Services: The parties agree to the following description of the nature of the legal services to be provided by the Law Firm at the specific request of the City hereinafter described the "Extraordinary Services".

- a. Litigation and appellate work.
- b. Labor and employment matters.
- c. Condemnations.
- d. Environmental.
- e. Development Agreements.
- f. Sales and purchases of City property.
- g. Non-routine development of contracts or contract addenda, specifications and contract negotiations.
- h. Codification or recodification of City ordinances.
- i. Litigation claims not covered by insurance or as the City's insurance carrier's legal representative.
- j. Annexation/detachment issues and proceedings.
- k. Public finance/Bond attorney matters, including the issuance of municipal general obligation and revenue bonds, tax increment financing (TIF) matters, tax abatement, business subsidies, and other substantial economic development initiatives.
- l. Land acquisition.
- m. Assessment-based issues.
- n. Easements and right-of-ways.

3. Additional Matters: The parties contemplate that the Law Firm may also provide civil legal services outside the scope of services as described above. These services shall be handled as follows:

- a. **Special Counsel:** The City reserves the right to engage special counsel on any issue where the City feels such specific representation is needed. The Law Firm will cooperate with special counsel to the extent reasonably necessary and will continue to serve as general counsel to the City. The Law Firm will be advised when special counsel is engaged and what level of involvement/cooperation is needed from the Law Firm. These legal

services of the Law Firm will be billed to the City in accordance with the hourly rates set forth above.

- b. **Prosecuting Attorney Matters:** The "Prosecuting Attorney" area of services is described in a separate contract.
- c. **Matters Covered by Insurance:** The Law Firm will assist the City in submitting claims for insurance coverage to various insurance carriers. Whenever a claim is made with an insurance carrier, which arises out of a legal issue within the City, the Law Firm shall coordinate services with the selected insurer's counsel. At the point in time when an insurance carrier admits coverage, and to the extent that they will provide retroactive payments for attorneys' fees, the Law Firm will receive its payments for services rendered from the insurance carrier and not the City. To the extent that an insurance carrier does not pay for legal services rendered by the Law Firm, including any deductibles, the City will pay the Law Firm for services rendered at the rates charged to the insurance company, subject to billing and payment provisions set forth below.

4. Conflict of Interest and Attorney/Client Privilege Issues:

- a. **Conflict of Interest:** The Law Firm will notify the City if the Law Firm represents or has ever represented an opposing party in a legal matter, whether within or outside of any of the retainers. In the event of a conflict, the City shall arrange for a suitable alternative representation, and the Law Firm will assist with that process.
- b. **Attorney/Client Privilege:** The Law Firm is authorized to utilize e-mail without encryption to transmit and receive confidential client information. Digital cordless and cellular telephones within a digital service area may be used by the Law Firm to transmit and receive confidential client information. The City specifically acknowledges that it understands the confidentiality risks associated with inadvertent interception.
- c. **Work Product:** Upon termination of the professional relationship all retained records, information and materials prepared or developed in connection with the services provided shall be provided to the City.
- d. **Insurance:** The Law Firm shall maintain professional liability (malpractice) insurance at a minimum coverage level of \$1,000,000 per claim, and \$3,000,000 annual aggregate.

5. Billing Format, Cycle, Payment Expectations and Interests.

- a. **Billing Format:** The Law Firm will submit monthly billing statements, for both general (retainer) and extraordinary (non-retainer) legal matters. Extraordinary legal services shall be itemized for the prior month broken

down into categories. Time shall be billed in tenths of an hour. Each matter shall also state total expense to date.

- b. **Billing Cycle:** The Law Firm will bill monthly for legal services rendered in the prior month. Generally, bills will go out approximately 10 days after the end of the prior month.
- c. **Payment Expectations:** The City will pay the bill of the Law Firm routinely according to its internal payment procedures by forwarding a check to the Law Firm paying for both legal services and expenses shown on the Law Firm's bill.
- d. **Disputes:** In the event that the City disputes any aspect of the Law Firm's bill, the appropriate City representative will contact Nicholas J. Vivian at the Law Firm stating the nature of the dispute. Any unresolved disputes, controversies or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to the Agreement waive any objection to the jurisdiction of these courts.
- e. **Term:** The term of this Agreement will be from the Effective Date below to December 31, 2015.
 - 1. During the term of this Agreement, either party may terminate this Agreement upon 90 calendar days written notice to the other party.
 - 2. The parties agree to mutually evaluate the usage of legal services during the prior year of this Agreement to evaluate usage and identify areas where modification(s) in the parties' relationship may be mutually beneficial.
- f. **Reporting:** The Law Firm shall provide a report to the City Administrator/Clerk, not less than quarterly, that describes the matters and cases open and being handled by the Law Firm, their disposition and expenses to date with each item.
- g. **Authorized Contact Person:** Nicholas J. Vivian will act as the lead attorney to the City. In the absence or unavailability of the lead attorney, Andrew J. Pratt will act as alternate attorney.

However, the parties contemplate that other attorneys in the Law Firm will also be providing services to the City, subject always to advance approval by the City.

- h. **City Approval:** Although the Law Firm is already providing civil legal services to the City, the Law Firm is authorized to commence performing services under this Agreement upon the date of execution by the City.

CITY OF GRANT, MINNESOTA

**ECKBERG, LAMMERS, BRIGGS,
WOLFF & VIERLING, P.L.L.P.**

By: _____
Tom Carr, Mayor

By: _____
Nicholas J. Vivian

By: _____
Kim Points, Administrator/Clerk

Dated: _____, 2013

Dated: _____, 2013

ECKBERG LAMMERS
MEMORANDUM

TO: Honorable Mayor and City Council Members
FROM: Nicholas J. Vivian, City Attorney
DATE: April 29, 2013
RE: Staff Report for May City Council Meeting

Please be advised our office is presently working on the following matters on behalf of the City of Grant:

Contract for Civil Legal Services

In order to assist with cash flow and budgeting, Administrator / Clerk Points asked me to prepare a contract for Civil Legal Services which pays out at a flat rate like our Prosecution Services agreement. I reviewed the City's budget and our past billings and prepared the enclosed Contract for the Council's review and consideration. Moving to a retainer based contract will provide the City with greater certainty in budgeting annually for legal services.

Charter Commission

The City Council's Resolution recommending additional appointments to the Charter Commission was forwarded to the Court on April 10, 2013. As a reminder, all applications for Charter Commission appointments must be received by the Court no later than May 1. All individuals seeking appointment are required to file an application with the Court.

Harmony Horse Farm Litigation

Mr. Miller has been served with a Summons and Complaint outlining the City's claims against him as a result of his operation of the Harmony Horse Farm. Through his attorney, he has indicated that the living quarters in the barns identified by the Building Official are vacant and are no longer occupied. We are scheduling a time with Mr. Miller to inspect the property and to review the various building, fire and electrical code violations outlined in the City's Complaint.

Nelson v. City of Grant – Decision

On April 19, 2013, Judge Elizabeth H. Martin entered summary judgment in favor of the City of Grant disposing of all claims filed against it under the Minnesota Data Practices Act by Timothy Nelson. A copy of the Order is attached. In her Order, Judge Martin concluded that the City did

not willfully violate the Act as the City had a reasonable belief that its obligation to respond was relieved because of the retaliatory nature of the requests. In reaching such conclusion, Judge Martin stated, "Certainly, no reasonable person could conclude that Plaintiff's data requests and Jeffrey Neilson's litigation were unrelated." Because the City reasonably believed the requests were retaliatory, it did not willfully violate Act. Further, the Court concluded that Mr. Nelson was not entitled to relief under the Act because he failed to demonstrate that he sustained any damages.

Lot Line Adjustments and Zoning Related Matters

I have once again been working with the City Planner on lot line adjustments which will come before the City Council for approval. I have also worked with the City Planner in reviewing zoning matters which may be before the Council at a later date.

Please call with any comments or questions.

State of Minnesota
Washington County

District Court
Tenth Judicial District

Court File Number: **82-CV-12-2972**

Case Type: Civil Other/Misc.

JASON JAMES KUBOUSHEK
IVERSON REUVERS LLC
9321 ENSIGN AVE SOUTH
BLOOMINGTON MN 55438

Notice of:

<input checked="" type="checkbox"/>	Filing of Order
<input checked="" type="checkbox"/>	Entry of Judgment
<input type="checkbox"/>	Docketing of Judgment

Timothy Nelson vs CITY OF GRANT

You are hereby notified that the following occurred regarding the above-entitled matter:

<input checked="" type="checkbox"/>	An Order was filed on April 19, 2013.
<input checked="" type="checkbox"/>	Judgment was entered on April 19, 2013.
<input type="checkbox"/>	You are notified that judgment was docketed on at in the amount of \$. Costs and interest will accrue on this amount from the date of entry until the judgment is satisfied in full.

Dated: April 19, 2013

Annette Fritz
Court Administrator
Washington County District Court
14949 - 62nd St. N; PO Box 3802
Stillwater MN 55082
651-430-6263

cc: STEVEN JAMES WEINTRAUT

A true and correct copy of this Notice has been served by mail upon the parties named herein at the last known address of each, pursuant to Minnesota Rules of Civil Procedure, Rule 77.04.

REC'D APR 23 2013

STATE OF MINNESOTA
COUNTY OF WASHINGTON

DISTRICT COURT
TENTH JUDICIAL DISTRICT

Timothy Nelson,	F I L E D	File #	F I L E D	Court File No. 82-CV-12-2972
Plaintiff,		WASHINGTON COUNTY DISTRICT COURT		
vs.		APR 19 2013		ORDER GRANTING SUMMARY JUDGMENT
City of Grant,		COURT ADMINISTRATOR		
		By <u>AD</u> Deputy		
Defendant.				

The above-entitled matter came on before the Honorable Elizabeth H. Martin, Judge of District Court, at the Washington County Government Center, Stillwater, Minnesota on March 8, 2013, pursuant to cross Motions for Summary Judgment made by both parties. Appearances were made on the record.

The Court, having heard the arguments of counsel and considered all of the facts, pleadings, records, memoranda of law and other proceedings herein, makes the following:

UNDISPUTED FACTS:

1. On October 28, 2011, Defendant, the City of Grant ("the City"), received a request for data pursuant to the Minnesota Government Data Practices Act ("MGDPA"). The letterhead and signature line indicated that the request was from Plaintiff Tim Nelson.
2. Plaintiff is a resident of Colorado, but owns property in Minnesota. Plaintiff currently rents his Minnesota property.
3. The data request was sent from Jeffrey Nielson's fax number. The address listed below Plaintiff's name on the fax was Jeffrey Nielson's local business address in St. Paul, Minnesota. Jeffrey Neilson had sued the City in October of 2010. Mr. Neilson's suit had just been dismissed

with prejudice on October 19, 2011.

4. There were a total of 41 requests for data made. Most of the requests for data resembled or were nearly identical to the discovery requests Mr. Nielson made in his litigation against the City. Many other requests sought information relating to the litigation. Most of the requests sought "any and all documents" which were "concerning," "referencing," "setting forth," "relating to," "regarding," "pertaining to," and "reflecting" a multitude of subject matters. Plaintiff then requested that this extremely voluminous request be complied with by November 11, 2011, which was within two weeks of Plaintiff sending in his initial request. Mr. Nielson had, in fact, collaborated with Plaintiff in writing and submitting the requests for data.

5. The request for data was received by Kim Points, the City's sole employee who works part-time.

6. Prior to Plaintiff's request for data, Ms. Points had only received three requests under the MGDPA. On one occasion, the person requesting the information was from out of state and requested that copies of the data be sent to him. The City charged the requester 25 cents per page and made him pay for shipping the documents out of state.

7. Ms. Points was unsure of what to do with such an expansive request for data, so she brought it to the attorney for the City, Mr. Nicholas Vivian.

8. On November 10, 2011, Mr. Vivian sent a letter to Mr. Nielson. The letter indicated that the City had received Plaintiff's request and was denying it. The City indicated that the request was "unreasonably burdensome in scope and cost." Additionally, the City noted that the denial was in part based upon Minnesota Department of Administration Advisory Opinion 01-034.

9. The City's reply was sent via fax to Jeffery Neilson's fax number and via mail to Mr. Nielson's business address.

10. On that same day, November 10, 2011, the City received another letter from Plaintiff. The address on the header for this letter was now Plaintiff's rental address. This letter indicated that Plaintiff did not agree with the City's denial of his request. The letter also stated that he was now giving the City until 9 a.m. on November 18, 2011, to comply with his data requests. Plaintiff also indicated that he would personally visit the City's offices and review the files himself to gain access to the requested data.

11. Plaintiff did not arrive at the City's offices on November 11, 2011, nor November 18, 2011, to inspect the data.

12. On November 23, 2011, Plaintiff sent another letter to Mr. Vivian indicating that the City was yet to comply with his data request. In this letter, Plaintiff indicated that he may take legal action to force the City to comply with his request. Plaintiff requested that the City respond by November 30, 2011.

13. On December 1, 2011, Plaintiff sent another letter to Mr. Vivian stating that he still had not received a response from the City. Plaintiff again renewed his original data request. Then Plaintiff wrote:

Finally, I would like a simple answer to this direct and simple question, to save everyone time and effort – Is it the City of Grant's position and decision that I be required to bring a claim or file a suit, to have the City comply with state data statutes – Yes or No?

14. On December 13, 2011, Plaintiff sent another letter to Mr. Vivian. The letter again renewed Plaintiff's data requests. The letter also asked if Plaintiff would have to bring a law suit to force the City to comply with Plaintiff's data requests.

15. On December 21, 2011, Mr. Vivian sent a letter to Plaintiff which indicated that the City was renewing its original position of denying Plaintiff's request. Additionally, Mr. Vivian informed Plaintiff that the City would be seeking an advisory opinion from the Information

Policy Analysis Division of the Minnesota Department of Administration ("IPAD"). Mr. Vivian indicated that the City would seek an advisory opinion by the end of the year.

16. The following day, December 22, 2011, Plaintiff responded with a letter stating that he thought the attempt to get an advisory opinion coupled with the City's denial of Plaintiff's request "demonstrates to [Plaintiff] the extent of the City of Grant's desire to operate outside of public transparency and Minnesota law." Plaintiff also wrote, "The City of Grant's conduct and arrogant disdain with regard to its obligations under the data practices law needs judicial review and change. [Plaintiff] will be proceeding accordingly."

17. On January 4, 2012, Plaintiff sent another letter to Mr. Vivian stating that Plaintiff never received any confirmation that the City requested an advisory opinion.

18. On January 9, 2012, Plaintiff sent Mr. Vivian another letter which indicated that Plaintiff had checked with IPAD and it had not received a submission from the City requesting an advisory opinion. Plaintiff then wrote: "Please inform me also if the City of Grant intends to now comply voluntarily with my data request, or intends to force me to litigate to obtain the City's compliance."

19. On January 12, 2012, Plaintiff sent another letter to Mr. Vivian. Plaintiff again requested to know if the City had filed for an advisory opinion. Plaintiff also inquired about whether the City planned on responding to his data requests or planned on denying his requests.

20. On February 23, 2012, the City submitted its request for an advisory opinion to IPAD which was received by the department on February 27, 2012. The submission was a four and a half page, single spaced letter that outlined Plaintiff's data requests and the City's grounds for denying the request. The City also attached correspondence between Plaintiff and Mr. Vivian; however, the City did not provide a copy of Plaintiff's original requests with the submission.

21. On March 5, 2012, IPAD wrote to Mr. Vivian to inform him that the Commissioner of Administration would not be moving forward with the City's request for an advisory opinion.

22. On March 16, 2012, Plaintiff wrote to Mr. Vivian and informed him that Plaintiff would be retaining legal counsel. Plaintiff declared that he intended to file a complaint against the City to seek the City's compliance.

23. On March 29, 2012, Mr. Vivian wrote to Plaintiff to inform him that IPAD had denied the City's request for an advisory opinion. Mr. Vivian indicated that the City was maintaining its position of denying Plaintiff's requests at that time for the reasons it had previously stated. However, Mr. Vivian also indicated that if Plaintiff would resubmit his request with more specificity, the City may be able to comply. Specifically, Mr. Vivian noted how it would be virtually impossible for the City to comply with a request that seeks "any and all City Council and/or Planning Commission documents, including minutes, notes, agendas, resolutions, ordinances, and/or staff reports, existing at the date of [Plaintiff's request], referencing or setting forth the City of Grant's obligations regarding enforcement of its ordinances." Mr. Vivian asked that Plaintiff focus his request on a "specific universe of documents covering specific time frames" so the City could comply with his requests.

24. On April 5, 2012, Plaintiff's counsel contacted Mr. Vivian to inform him that Plaintiff was represented and would be immediately filing suit against the City.

25. Mr. Vivian responded to Plaintiff's counsel via email on April 6, 2012. Mr. Vivian again described the City's inability to accommodate such a "voluminous and open-ended request." Mr. Vivian assured Plaintiff's counsel that the City would comply with Plaintiff's requests if they were "drafted to seek specific documents available under the [MGDPA]." Mr. Vivian explicitly wrote:

The City of Grant stands willing to respond to an appropriate request for information under the Minnesota Government Data Practices Act. As an alternative to your client's intention of suing the City, I suggest we discuss a narrowing of the scope of the request to allow the City to properly review its files and records for responsive documents. The City is not being obstinate, it is simply seeking greater direction from [Plaintiff] so it can respond accordingly.

26. On April 17, 2012, Plaintiff's counsel wrote to Mr. Vivian narrowing 6 of Plaintiff's 41 requests. Plaintiff's counsel demanded that the City produce the responsive documents by April 23, 2012.

27. Mr. Vivian wrote to Plaintiff's counsel on April 24, 2012, saying that the City would attempt to produce responsive documents to Plaintiff's data requests. Mr. Vivian indicated that it would take the City some time to compile responsive documents to Plaintiff's requests. Mr. Vivian then indicated that the City required an advance escrow payment of \$2,500 to cover the cost of copying the responsive documents.

28. Plaintiff's counsel did not reply to the April 24, 2012, correspondence. Plaintiff filed the Summons and Complaint that began these proceedings on May 15, 2012.

29. Plaintiff seeks compliance with the act by having the City respond to his requests made on October 28, 2011. Additionally, plaintiff seeks attorney's fees as well as exemplary damages.

30. Plaintiff does not claim that he has suffered any damages as a result of the City denying his data requests. Plaintiff has incurred attorney fees as a result of this litigation.

31. Throughout the discovery process of this litigation the City has produced all documents responsive to Plaintiff's data requests which are known to the City.

CONCLUSIONS OF LAW:

1. Summary Judgment is appropriate when the record shows that there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. Minn. R. Civ. Pro. 56.03; *Funchess v. Cecil Newman Corp.*, 632 N.W.2d 666, 672 (Minn. 2001). The party

resisting summary judgment must do more than rest on mere averments. *DLH, Inc. v. Russ*, 566 N.W.2d 60, 71 (Minn. 1997). The resisting party cannot defeat summary judgment with "unverified and conclusory allegations." *Funchess*, 632 N.W.2d at 672. When a motion for summary judgment is made and supported, the opposing party must "present specific facts showing that there is a genuine issue for trial." Minn. R. Civ. P. 56.03.

2. Minn. Stat. § 13.08 provides two separate grounds for a civil action when a government authority violates the data practices act, an action for damages and an action for compliance. See Minn. Stat. § 13.08, subds. 1, 4.

3. Plaintiff is not entitled to relief under Minn. Stat. § 13.08, subd. 1, because Plaintiff has failed to demonstrate that he has sustained any damages.

Minn. Stat. § 13.08 subd. 1, states:

Notwithstanding section 466.03,¹ a responsible authority or government entity which violates any provision of this chapter is liable to a person or representative of a decedent who suffers any damage as a result of the violation, and the person damaged or a representative in the case of private data on decedents or confidential data on decedents may bring an action against the responsible authority or government entity to cover any damages sustained, plus costs and reasonable attorney fees. In the case of a willful violation, the government entity shall, in addition, be liable to exemplary damages of not less than \$1,000, nor more than \$15,000 for each violation.

To be given relief under this subdivision, a plaintiff must prove that he or she suffered actual damages. See *Anderson v. Indep. Sch. Dist. No. 97*, 357 F.3d 806, 810-11 (8th Cir. 2004); *M.P. ex rel. K., D.P. v. Indep. Sch. Dist. No. 721*, 200 F.Supp.2d 1036, 1044 (D. Minn. 2002); *Achman v. Chisago Lakes Indep. Sch. Dist. No. 2144*, 45 F.Supp2d 664, 669 (D. Minn. 1999); *Navarre v. S. Washington Cty. Sch.*, 633 N.W.2d 40, 53-54 (Minn. Ct. App. 2001), *rev'd in part on other grounds*, 652 N.W.2d 9 (Minn. 2002). This subdivision provides relief to those plaintiffs who have suffered damages as the result of a government entity's violation of the

¹ Minn. Stat. § 466.03 provides particular grounds which exempt a government entity from liability.

MGDPA. *See* Minn. Stat. § 13.08, subd. 1. If a plaintiff can show actual damages, then the plaintiff may recover those damages plus costs and reasonable attorney fees. *See id.* Additionally, if the plaintiff can show that the violation of the MGDPA which caused the plaintiff damages was willful, then the plaintiff may also receive exemplary damages for each violation. *See id.*

Plaintiff contends that he does not have to show actual damages under the statute in order to recover exemplary damages. Plaintiff argues that the plain meaning of the subdivision provides that he may recover exemplary damages with only a showing of a willful violation, regardless of whether he sustained any actual damages. Plaintiff asserts that the use of the word "shall" in the sentence, "In the case of a willful violation, the government entity *shall*, in addition, be liable to exemplary damages of not less than \$1,000, nor more than \$15,000 for each violation," requires this Court to award exemplary damages in the case of a willful violation regardless of whether the plaintiff bringing suit has suffered any damages. While Plaintiff emphasizes the use of the word "shall," Plaintiff's argument completely disregards relevant case law, the initial requirement set forth by the first sentence of the subdivision, and the use of the words "in addition" which immediately follow the word "shall."

The Minnesota Court of Appeals has explicitly held that a party must show actual damages before that party can be a plaintiff under Minn. Stat. § 13.08, subd. 1. *See Navarre v. S. Washington Cty. Sch.*, 633 N.W.2d 40, 53-54 (Minn. Ct. App. 2001), *rev'd in part on other grounds*, 652 N.W.2d 9 (Minn. 2002). Federal courts which apply the statute have constantly held that, to recover under Minn. Stat. § 13.08, subd. 1, the plaintiff must show damages. *See, e.g., Anderson*, 357 F.3d at 810-11; *M.P. ex rel. K., D.P.*, 200 F.Supp.2d at 1044; *Achman*, 45 F.Supp2d at 669.

When interpreting a statute, a court should give effect to all of its provisions; “no word, phrase, or sentence should be deemed superfluous, void, or insignificant.” *Am. Family Ins. Group v. Schroedl*, 616 N.W.2d 273, 277 (Minn. 2000) (quoting *Amaral v. St. Cloud Hosp.*, 598 N.W.2d 379, 384 (Minn. 1999)). And the court must “read and construe a statute as a whole and must interpret each section in light of the surrounding sections to avoid conflicting interpretations.” *Id.*

Minn. Stat. § 13.08, subd. 1, is unambiguous. Applying the plain meaning of the subdivision, the first sentence makes clear that a government entity which violates the MGDPA is only liable to “a person or representative of a decedent who suffers any damage as a result of the violation.” Minn. Stat. § 13.08, subd. 1. The plain reading of the statute requires the person seeking the remedies provided by subdivision 1 to have at least some damage as a result of the government’s violation of the act. *See id.* If the person did not incur any actual damages, then they would have to seek a remedy under a different provision of the act. *See, e.g.*, Minn. Stat. § 13.08, subd.4; Minn. Stat. § 13.085. The second sentence of the subdivision then provides the remedy for the person who has suffered damages. *See id.* The damaged person may bring an action to recover “any damages sustained, plus costs and reasonable attorney fees.” *Id.* The third sentence—which Plaintiff asserts gives him the right to exemplary damages—then provides an additional remedy if the government’s violation was willful.² *See id.* In those cases, “the government entity shall, *in addition*, be liable to exemplary damages.” *Id.* (emphasis added). The use of the words “in addition” indicate that the government entity is liable for exemplary damages in addition to those damages which allow the person to bring a claim under subdivision

² Both parties spent a substantial amount of time and energy arguing over whether the City’s alleged violations were willful. This point is moot. Since Plaintiff fails to present any evidence of damages as a result of the City’s alleged violations, Plaintiff is not entitled to any relief under Minn. Stat. § 13.08, subd. 1.

1 in the first place. *See id.* When read as a whole, the subdivision requires Plaintiff to show that he has suffered actual damages before he can be entitled to any relief under subdivision 1.

The subdivision provides three necessary conditions which must be met for a plaintiff to recover exemplary damages: first, a government entity must violate the MGDPA; second, a person must suffer damage resulting from that violation; and third, the violation must be government entities' violation must have been willful. A plaintiff must satisfy each necessary condition in order to recover exemplary damages. If this Court were to hold that the MGDPA allows for exemplary damages in all cases where a willful violation occurred, it would essentially cut the last sentence out of Minn. Stat. § 13.08, subd. 1, and make it a standalone provision.

Plaintiff also argues that Minnesota's interpretation of the Minnesota Human Rights Act ("MHRA") supports his theory that he is entitled to exemplary damages without proving actual damages. The MHRA provides for punitive damages in Minn. Stat. § 363A.29, subd. 4(a), which states:

In all cases where the administrative law judge finds that the respondent has engaged in an unfair discriminatory practice, the administrative law judge shall order the respondent to pay an aggrieved party, who has suffered discrimination, compensatory damages in an amount up to three times the actual damages sustained. In all cases, the administrative law judge may also order the respondent to pay an aggrieved party, who has suffered discrimination, damages for mental anguish or suffering and reasonable attorney's fees, in addition to punitive damages in an amount not more than \$25,000 pursuant to section 549.20.

Plaintiff argues that the use of the phrase "may also order . . . punitive damages" is comparable to the MGSPA's use of the phrase "in addition." Plaintiff's argument again ignores a key phrase which precedes the words upon which Plaintiff focuses. The MHRA explicitly states, "In all cases, the administrative law judge may . . ." *Id.* So in the MHRA, punitive damages are discretionary "in all cases." There is no equivalent phrase in the MGDPA. Indeed, the MGDPA

precedes the remedy of exemplary damages with requiring the person bringing the action to have "suffer[ed] any damage as a result of the violation." See Minn. Stat. § 13.08, subd. 1.

Therefore, both the plain meaning of the statute and applicable case law supports a finding that a plaintiff must show actual damages to recover under Minn. Stat. § 13.08, subd. 1. Only after actual damages are shown may the plaintiff seek a remedy under the subdivision and recover reasonable attorney fees and cost, and "In the case of a willful violation, the government entity shall, in addition, be liable to exemplary damages." *Id.*

Plaintiff has failed to present any specific facts which would show he has suffered any damages as a result of any alleged violation. Plaintiff's only argument that he has suffered damages is that he has paid attorney fees to his lawyers. Attorney fees and expenses are not damages. *St. Paul Prof'l Emp. Ass'n v. City of St. Paul*, 226 N.W.2d 311, 313 (Minn. 1975). If attorney fees were considered damages, there would be no reason for the statute to distinguish between the two. See Minn. Stat. § 13.08, subd. 1 (allowing for the recovery of "cover any damages sustained, *plus* costs and reasonable attorney fees") (emphasis added).

4. Plaintiff's remedy of the City's compliance under Minn. Stat. § 13.08, subd. 4, is moot.

For plaintiffs who do not suffer actual damages, the MGDPA provides an additional subdivision by which the plaintiff may seek a remedy to compel the government entity's compliance with the act. See Minn. Stat. § 13.08, subd. 4. The plaintiff can be "any aggrieved person seeking to enforce the person's rights under [the MGDPA] or obtain access to data." *Id.* Such a person may bring an action "to compel compliance with [the MGDPA] and may recover costs and disbursements, including reasonable attorney's fees." *Id.*

Since this lawsuit was filed, the City has essentially complied with Plaintiff's information requests which means Plaintiff is no longer an "aggrieved person" under the MGDPA. The City

provided Plaintiff with extensive amounts of responsive documents to the information requests throughout the discovery process. To compel compliance now would only require the City to do what it has already done. There simply remains no genuine issue for trial.

The only issue remaining is whether either party is entitled to attorney's fees under Minn. Stat. § 13.08, subd. 4. Whether to award attorney fees under this provision is within the discretion of this Court. See Minn. Stat. § 13.08, subd. 4; *Wiegel v. City of St. Paul*, 639 N.W.2d 378, 385 (Minn. 2002); *Star Tribune v. City of St. Paul*, 660 N.W.2d 821, 827-28 (Minn. Ct. App. 2003). Plaintiff's argument here is very similar to the argument made in *Star Tribune v. City of St. Paul*. 660 N.W.2d at 827-28. In that case, Star Tribune argued that it was entitled to attorney fees because the government entity "refused access to the data without having a 'clear and sound legal basis.'" *Id.* The City argues that Plaintiff's claim is frivolous and without merit, which would justify this Court awarding the City attorney's fees. See Minn. Stat. § 13.08, subd. 4(a).

Plaintiff brought this suit after the City indicated that it would respond to Plaintiff's requests, but the City required a deposit to account for the copying costs. Requiring Plaintiff to pay such costs is appropriate under the MGDPA. See Minn. Stat. § 13.03, subd. 3(c). Considering the City's experience of how much the cost can be for a small data request, the City did not request an unreasonable amount. Plaintiff argues that he only requested to "inspect" the documents and therefore no initial deposit could be assessed. See Minn. Stat. § 13.03, subd. 3(a) ("If a person requests access for the purpose of inspection, the responsible authority may not assess a charge or require the requesting person to pay a fee to inspect data.")

However, in Plaintiff's initial letter to the City, Plaintiff explicitly stated that "[u]pon inspection of the data, [Plaintiff] or [Plaintiff's] designee will determine which, if any, of the

data to have photocopied and will pay reasonable copying charges assessed by Grant." Now, Plaintiff seems to argue that this Court should, and the City should have, ignored this statement and only provided the documents for inspection. Plaintiff could have clarified to the City that he only wished to inspect the data requested, but instead, Plaintiff filed this law suit. The City's request for a deposit to account for the substantial costs of copying even a small portion of such an extensive data request is not so unreasonable as to justify awarding Plaintiff attorney fees, particularly when those attorney fees are so much greater than the requested deposit.

Although Plaintiff claims the City willfully violated the MGDPA, this Court finds no willful violation. See *Demers v. City of Minneapolis*, 486 N.W.2d 828, 832 (Minn. Ct. App. 1992); see also *Backlund v. City of Duluth, Minn.*, 176 F.R.D. 316, 323 (D. Minn. 1997) (requiring a showing that "the defendant intentionally violated the act without legal justification or excuse"). The City held a reasonable belief that it may be relieved of its obligation to respond to Plaintiff's data requests. IPAD Advisory Opinion 01-034 provides that, in rare circumstances, when a government authority believes that data requests were made with retaliatory motives and the entity has reason to believe the data will never be inspected, the entity may be relieved of its obligation to provide the data requested. Minn. Dep't Admin. Advisory Op. 01-031 (March 22, 2001). The City had a reasonable belief that the data requests were in fact retaliatory which would relieve the City of its obligation to respond. Certainly, no reasonable person could conclude that Plaintiff's data requests and Jeffrey Neilson's litigation were unrelated. While the Court makes no specific finding that the requests were merely retaliatory or that Opinion 01-034 is directly on point, it is sufficient to find that the City reasonably believed that the opinion was applicable.

However, Plaintiff's claim is not so frivolous and without merit as to justify the City

recovering attorney's fees, as shown by the City's compliance with Plaintiff's requests during this litigation. Additionally, the City could have acted more appropriately in this situation—such as filing for the IPAD opinion by the time it told Plaintiff it would or by informing Plaintiff when they failed to do so. The City did have responsive data to Plaintiff's requests. However, it appears that Plaintiff wanted to file a lawsuit against the City since his second correspondence; even though he never appeared personally to inspect the data at the times he demanded the data be available.

Considering the parties' conduct and the merits of Plaintiff's claim, this Court does not find proper grounds to award either party attorney fees.

5. Plaintiff is not entitled to attorney's fees on the grounds that the City did not comply with an IPAD opinion because the City was not the subject of an IPAD opinion relating to the current litigation.

Minn. Stat. § 13.08, subd. 4(c) provides for attorney's fees in certain cases where a plaintiff brings an action to compel compliance and the government entity is the subject of a written advisory opinion from IPAD. If the court finds that the opinion directly relates to the litigation and "that the government entity did not act in conformity with the opinion," then the court must award attorney fees. *Id.*

Plaintiff asserts that IPAD's denial of moving forward with an advisory opinion constitutes the commissioner's disapproval of the City's position. This Court cannot make such an irrational finding. The City was merely informed that no opinion would be issued. It defies logic to claim that the denial of an opinion can constitute an opinion which gave the City any direction. At no point did IPAD issue an opinion to the City which stated that it must comply with Plaintiff's requests. If anything, considering the circumstances of the request, the City had

a reasonable basis to believe that it was following a previously written IPAD advisory opinion. Regardless, since the City was not the subject of written opinion relating to this litigation, attorney fees cannot be awarded under Minn. Stat. § 13.08, subd. 4(c).

Based upon the foregoing conclusions of law, the Court makes the following:

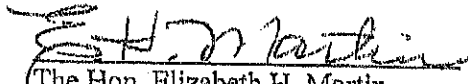
ORDER

1. Plaintiff's Motion for Summary Judgment is hereby **DENIED**.
2. Plaintiff's and Defendant's requests for attorney's fees are hereby **DENIED**.
3. Defendant's Motion for Summary Judgment is hereby **GRANTED**.
4. All further proceedings for this matter shall be struck from the Court's calendar.
5. The Washington County Court Administrator shall serve a copy of this order by U.S. Mail upon counsel for the parties. Such mailing shall constitute proper service of this order for all purposes.

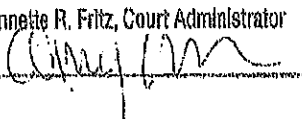
LET JUDGMENT BE ENTERED ACCORDINGLY

BY THE COURT:

Dated: 4/19/13


(The Hon. Elizabeth H. Martin
Judge of District Court

Pursuant to Rule 58, Rules of Civil Procedure, I hereby certify that the above Order constitutes the judgment of this court.

Annette R. Fritz, Court Administrator
Date: 4/19/13 By: 

City Council Report for April 2013

To: Honorable City Council Members

From: Jack Kramer Build & Code Enforcement Official

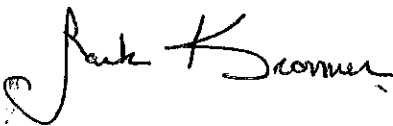
Zoning Enforcement:

1. No new violations noted for this time period.

Building Permit Activity:

1. (9) building permits were issued with a total valuation of \$ 157,775.72.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jack Kramer". The signature is stylized with a large, looped initial "J" and a cursive "Kramer".

Jack Kramer

Building & code Enforcement Official

Grant Master Form										
Permit	Permit Type	Name	Project Address	Date Issued	Valuation:	City Fee:	75%	Plan CK Fee	Surcharge	Paid
2013-23	Window replacement	Renewal	7447-101 St. St.	3/23/2013	\$ 14,300.00	\$ 251.25	\$ 188.43	\$ -	\$ 7.15	
2013-24	Basement Repl	Woods	11019 Ironwood Ave. N	3/25/2013	\$ 80,113.72	\$ 853.75	\$ 640.31	\$ -	\$ 40.05	
2013-25	HVAC Permitt	Woods	11019 Ironwood Ave. N	3/25/2013		\$ 80.00	\$ 60.00	\$ -	\$ 5.00	
2013-26	Plumbing	Woods	11019 Ironwood Ave. N	3/25/2013		\$ 80.00	\$ 60.00	\$ -	\$ 5.00	
2013-27	Plumbing	Andrews	10494 Hadley Ave. N.	3/29/2013		\$ 80.00	\$ 60.00		\$ 5.00	
2013-28	Draintile	Woods	11019 Ironwood Ave. N	4/3/2013	\$ 13,890.00	\$ 237.25	\$ 177.93	\$ -	\$ 6.94	
2013-29	Kitchen remodel	Hanifi	11725 Irish Ave. N.	4/3/2013	\$ 30,000.00	\$ 442.25	\$ 331.68	\$ -	\$ 15.00	
2013-30	Re-Roof	Hail Pro's	10555 -114th. St.N.	4/5/2013	\$ 14,000.00	\$ 237.25	\$ 177.93	\$ -	\$ 7.00	
2013-31	Deck	Krinke	11797-97th. St. N.	4/9/2013	\$ 5,472.00	\$ 125.25	\$ 93.93	\$ 81.41	\$ 2.73	
Monthly total					\$ 157,775.72	\$ 2,387.00	\$ 1,790.21	\$ 81.41	\$ 93.87	

MUNICIPAL ASSESSMENT SERVICES AGREEMENT

THIS MUNICIPAL ASSESSMENT AGREEMENT ("Agreement") is entered into this 1st day of June, 2013, by and between the City of Grant, a Minnesota municipal corporation ("City") and Todd Walter Smith d/b/a Smith Appraisal Service ("Smith").

RECITALS

- A. Smith is a Certified Residential Assessor licensed by the State of Minnesota Board of Assessors;
- B. Smith's license number is 1857;
- C. The City has 2,173 parcels of property subject to tax assessment;
- D. The City desires to engage Smith for the purpose of providing municipal assessment services;
- E. The City desires to appoint Smith to act as its City Assessor subject to the following terms and conditions.

NOW THEREFORE, the City and Smith hereby agree as follows:

AGREEMENT

- 1. Smith is appointed to serve as the City Assessor for the City of Grant and shall perform all assessment services required by State law and the City of Grant.
- 2. Smith is deemed to be an independent contractor for the purposes of this appointment. Smith acknowledges and agrees that he is not an employee of the City. The City will not withhold any taxes, social security, FICA, or any other withholdings from its payments to Smith, Smith shall be solely responsible for calculating and paying all state and federal income taxes, social security, FICA, and any other taxes or withholdings. City shall not pay, and Smith shall not be entitled to any health insurance, life insurance, pensions, retirement accounts, or any other fringe benefits not enumerated herein.
- 3. Smith's appointment as City Assessor shall commence on June 1, 2013 and shall run for a term of three (3) year(s) until May 31, 2016.
- 4. Smith shall be compensated by the City at a rate of \$ 10.00 per parcel, for a total annual contract price of \$21,730.00 for the period of June 1, 2013 to May 31, 2014. \$10.50 per parcel or \$22,816.50 for the period of June 1, 2014 to May 31, 2015 and \$11.00 per parcel or \$23,903 for the period of June 1, 2015 to May 31, 2016.

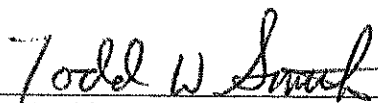
5. Smith's services shall be billed quarterly starting September 1, 2013. Smith agrees to submit an invoice requesting payment at least thirty (15) days prior to the payment date and shall include detail and an activity report with each invoice so as to inform the City of the services provided.
6. Smith shall maintain insurance in the amount of One Million Dollars (\$1,000,000.00), and shall maintain vehicle and property coverage as approved by the City. Smith shall name the City as an additional insured on these policies and shall provide to the City copies of all proofs of insurance. Smith shall direct the insurer to remit any changes in coverage to the City.
7. Smith shall provide the contracted services in accordance with industry accepted appraisal standards and shall maintain necessary licensures and certifications with the State of Minnesota. Failure to maintain necessary licensures and certifications shall be deemed a default of this Agreement subjecting the Agreement to termination by the City in its sole discretion.
8. Smith represents and certifies that he is experienced and knowledgeable about Washington County's mass appraisal systems, shall provide his services in a competent manner, and agrees that failure to comply with or complete the assessment in accordance with the requirements of Washington County shall be deemed a default of this Agreement subjecting the Agreement to termination by the City in its sole discretion.
9. Smith shall be responsible for physically inspecting and determining the valuation of every parcel of assessable property in the City including new construction and exempt properties. The inspections shall be conducted on a five-year rotation with twenty percent (20%) of the properties physically inspected each year. The five year rotation shall not obligate or otherwise compel or require the City to extend the term of this Agreement beyond the term as stated herein.
10. Smith shall not assign or delegate contracted work to another assessor, employee or subcontractor without the express prior approval of the City, with the exception of clerical work not requiring a Minnesota Certified Residential Assessor's license. All clerical work shall be performed by an employee of Smith.
11. Smith shall attend and conduct the annual Board of Appeals meeting; conduct property reviews recommended by the Board of Appeals; attend the annual County Board of Equalization meeting; testify on behalf of the City at Court appearances, hearing or judicial or quasi-judicial hearings; and any other such activity required to accurately assess all of the parcels located within the City. Such services shall be included in the annual fee and shall not be subject to additional cost to the City.
12. This Agreement may be terminated as provided for by this Agreement or by either party upon thirty (30) days written notice to the other.

13. The City shall be authorized to terminate this Agreement immediately in the event Smith fails to properly perform the required functions as stated in this Agreement, or engages in malpractice, theft, illegal activity, or other misconduct related to the performance of his duties. Smith may terminate this Agreement in the event the city fails to timely pay Smith for his services as set forth in this Agreement.
14. The City shall be entitled to recover all reasonable costs, including attorney's fees, incurred in the enforcement of this Agreement.
15. This Agreement constitutes the entire agreement between the parties and may only be modified in writing and upon execution by both parties. The Agreement shall be construed in accordance with the laws of the State of Minnesota.

CITY OF GRANT,
a Minnesota municipal corporation.

TODD W. SMITH
d/b/a Smith Appraisal Service

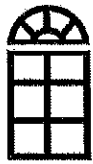
By: Tom Carr
Its: Mayor



By: Todd W. Smith

ATTEST:

By: Kim Points
Its: City Clerk



BEISSEL WINDOW AND SIDING

1635 Oakdale Avenue, West St. Paul, Minnesota 55118

Proposal

Telephone: (651) 451-6835

Fax: (651) 451-0531

PROPOSAL SUBMITTED TO Grant Townhall	PHONE 651-226-7659	DATE April 18, 2013
STREET 8380 Kimbro Ave. No.	JOB NAME	
CITY, STATE & ZIP CODE Grant, MN 55082	JOB LOCATION	SALES REPRESENTATIVE Lynda Bartlette

WE PROPOSE TO FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO COMPLETE THE WORK AS FOLLOWS:

OPTION 1: VINYL WINDOWS

Furnish and install _____ Vista Panorama Brand vinyl replacement windows for the Town Hall to include all double-hungs.

Double-hung windows feature heavy duty extruded fusion welded vinyl frame and sash and stainless steel constant force balance system for ease of operation. Window sashes include an extruded interlock, tri-fin wool pile weather-stripping on horizontal rails, integral lift bar, night latches and Lock IQ self-locking hardware. Sashes tilt out for ease of cleaning. Double-hungs will have 1/2 fiberglass screens.

All windows will be Cherry Woodgrain interior with White exterior in color with 3/4" double-insulated glass that includes Duralite spacer, EcoSure Plus Low-E glass and Argon Gas in the glass package. Includes tempered safety glass in window next to back door per code.

Installation includes removal of existing sashes and squaring of new window in the opening with the use of shims and stainless steel screws. Perimeter and weight cavities to be insulated with fiberglass insulation and sealed with a commercial grade of caulking. Windows and glass guaranteed for life. Labor guaranteed for 20 years.

PRICE TO BE:\$ 843.00 EACH

PRICE TO BE:\$ 983.00 FOR WINDOW WITH TEMPERED GLASS

PRICE TO BE:\$ 24.00 PER SASH FOR OBSCURE PRIVACY GLASS

OPTION 2: WOOD WINDOWS

Furnish and install _____ Quaker Brighton Brand double-hung wood replacement windows for the Town Hall. Quaker windows feature bare pine interior; aluminum clad exterior, color to be white, bulb weather-stripping; head parting stop; wood and vinyl jamb liners which include block and tackle balance and locking hardware. Glazing will be 3/4" double-insulated glass featuring Low-E 366 glass and argon gas. Window next to back door to have tempered safety glass per code.

Installation includes removing existing sashes and squaring of new window in the opening with the use of shims and stainless steel screws. Perimeter and weight cavities to be insulated with fiberglass insulation and sealed with a commercial grade of caulking. Material and labor guaranteed for 10 years. Glass guaranteed for 20 years.



BEISSEL

WINDOW AND SIDING

1635 Oakdale Avenue, West St. Paul, Minnesota 55118

Proposal

Telephone: (651) 451-6835

Fax: (651) 451-0531

PRICE TO BE:\$ 1,061.00 EACH

PRICE TO BE:\$ 1,207.00 FOR WINDOW WITH TEMPERED SAFETY GLASS

PRICE TO BE:\$ 85.00 EACH FOR STAINING INTERIOR

PRICE TO BE:\$ 24.00 PER SASH FOR OBSCURE PRIVACY GLASS

We are licensed, bonded and insured.

All work to be done by experienced crews.

Sales tax is included.

Removal of all debris is included.

Building permit, if necessary, is included.

Warranties to be provided.

Lien waiver to be provided upon request.

Rotted wood to be replaced at the cost of material and labor at \$65.00 per man hour.

Lead safe practices will be observed if applicable.

PAYMENT TERMS:

On all orders we require a down payment of 1/2 of the total sale price due at the time of ordering, with the remaining balance paid to installer upon completion.

WE AGREE TO DO ABOVE DESCRIBED WORK FOR THE SUM OF \$_____ TO BE PAID AS FOLLOWS _____

VERBAL AGREEMENTS NOT BINDING-ALL ADDITIONAL WORK AND AGREEMENTS MUST BE SHOWN IN WRITING. ALL ORDERS ARE ACCEPTED BY US WITH THE UNDERSTANDING THAT WE ARE NOT TO BE HELD LIABLE FOR CAUSES BEYOND OUR CONTROL. THIS PROPOSAL SUBJECT TO ACCEPTANCE WITHIN 30 DAYS. BALANCE OF JOB MINUS DOWN PAYMENT IS DUE ON COMPLETION.

AUTHORIZED SIGNATURE

We are required by law to provide you with the following notice regarding the rights of persons furnishing labor and materials:

- (A) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for their contributions.
- (B) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

I HAVE READ THE ABOVE AND ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT.

SIGNATURE

DATE



BEISSEL

WINDOW AND SIDING

1635 Oakdale Avenue, West St. Paul, Minnesota 55118

Proposal

Telephone: (651) 451-6835

Fax: (651) 451-0531

TERMS AND CONDITIONS

1. This contract is subject to approval and acceptance by the general manager of Beissel Window & Siding Co. (Hereinafter referred to as Beissel)
2. Purchaser shall pay all sales and use taxes and the cost of and changes or variances required by building code including ventilation system compliance, egress window requirements and smoke detectors.
3. All surplus materials remain the property of Beissel.
4. Beissel will carry the licenses and bonds required by the building code and zoning ordinances.
5. Beissel will carry workers' compensation and public liability insurance protection.
6. Purchaser's insurance shall be primarily liable for loss or damage to materials on jobsite, including without limitation by theft, vandalism, wind, rain, fire and negligent acts.
7. This contract is a complete and exclusive statement of the terms of the agreement of the parties hereto. There are no understandings or representations except as started herein.
8. All work included in this contract assumes existing mechanical and electrical equipment is within present code standards. If updating is required, this cost is to be an additional charge. Also, Beissel is not responsible for any damage to interior and exterior finishes that may occur during the installation process.
9. There are occasions when our sources of supply cannot satisfy demand on specific items. Consequently, we must reserve the right to change specifications for an equal or better substitute. Additionally, Beissel is not responsible for vendor delays.
10. Beissel calls the purchaser's attention to the limitations of matching colors and textures of our product lines. Exact duplication is not promised.
11. All balances are due in full upon completion unless work is substantially completed then 90% of the balance due is required. A mechanic's lien will automatically be filed on any accounts not paid within 30 days of invoice. Purchaser will be liable for all attorney's fees, costs and expenses of collection including lien filings, as well as legal interest in the amount of .667% per month from the date of original amount was due.

REQUIRED NOTICE TO PURCHASER

- A. Do not sign this before you read the writing on the reverse side, even if otherwise advised.
- B. Do not sign this if it contains any blank spaces.
- C. You are entitled to an exact copy of an agreement you sign. You the purchaser may cancel this purchase at any time prior to midnight of the third business day after the date of the purchase.



BLACKTOPPING CO.

www.brochmanpaving.com

12770 McKusick Rd., Stillwater, MN 55082 MN: (651) 439-5379 WI: (715) 294-1622

Service Contract

NAME: City of Grand DATE: 4/26/13

ADDRESS: _____ TELEPHONE: _____

CITY: _____ STATE: _____ FAX: _____

E-MAIL: mnclayman@aol.com

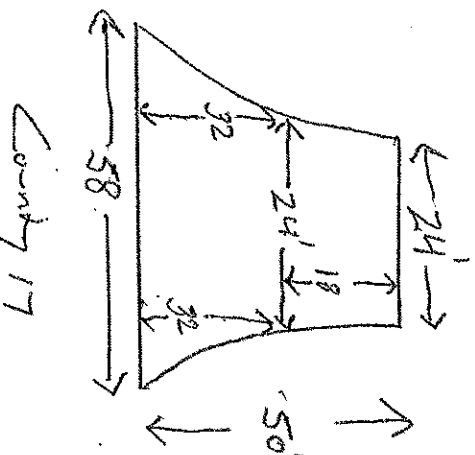
JOB TYPE:

1744 sq ft ☒ ASPHALT WORK \$ 4,360.00
☐ CEMENT WORK \$ _____
☐ SURFACE SEAL \$ _____
☐ CRACK SEAL \$ _____
☐ TRUCKING \$ _____
☐ SNOWPLOWING \$ _____
☐ OTHER \$ _____

JOB SKETCH:

TOTAL COST: \$ 4,360

ASPHALT AND CEMENT WARRANTY
One (1) year on workmanship excluding
damage caused by freezing or winter activity.



CONTRACTOR AGREES TO SUPPLY LABOR, MATERIALS, AND EQUIPMENT FOR THE FOLLOWING JOB DESCRIPTION:

SEAL AS needed - Put extra base on Road
Put with 3" compacted Asphalt M1/3 or L1/3 wet mix

CUSTOMER SIGNATURE _____ CONTRACTOR SIGNATURE _____

AGREEMENT TO MAKE PAYMENT UPON COMPLETION OF JOB

PLEASE SEND PAYMENT TO: BROCHMAN BLACKTOPPING CO., 12770 McKUSICK ROAD, STILLWATER, MN 55082

ANY QUESTIONS PLEASE CALL (651) 439-5379 OR E-MAIL US AT brochmanpaving@msn.com.

Original - White

Customer Copy - Yellow

Office - Pink

AGENDA ITEM 9B

STAFF ORIGINATOR	Administrator/Clerk
MEETING DATE	May 2, 2013
TOPIC	Annual Conditional Use Permit Reviews
VOTE REQUIRED	Simple Majority

BACKGROUND

The Council has discussed various options regarding an annual review of Conditional Use Permits (CUP) at regular City meetings as well as a work session in April.

Options for review include the following:

- 1) Complaint Process
- 2) Council majority for review
- 3) A systematic approach that includes a site visit to all CUP holders, within a 3-5 year process, that eliminates CUP's that do not have reviewable conditions

Staff will be presenting another option at the meeting. This option includes a complaint basis, systematic approach, all CUP holders and administrative review.

STAFF RECOMMENDATION

Council prerogative

AGENDA ITEM 10C

STAFF ORIGINATOR	Administrator/Clerk
MEETING DATE	May 2, 2013
TOPIC	Minnesota Municipal Clerk's Institute
VOTE REQUIRED	None

BACKGROUND

At the March City Council meeting, the Council authorized participation at the 2013 Minnesota Municipal Clerk's Institute. The cost of the training is \$410. A grant was applied for and secured in the amount of \$300. The total cost to the City was \$110, as overnight accommodations were not requested. The program did include evening activities but they were not required. The institute offers a three year program to all cities.

The institute included intense 2-3 hour training sessions on the following issues:

- 1) Communications
- 2) Human Resources
- 3) Emergency Management
- 4) Fund Accounting and Budget Preparation
- 5) Fundamentals of Minnesota Governments
- 6) Do's and Don'ts – Working with Volunteer Fire Departments
- 7) Revenue Sources
- 8) Elections Training
- 9) Capital Planning and Budgeting
- 10) Fundamentals of Data Practices
- 11) Meetings, Minutes and Parliamentary Procedures
- 12) Open Meeting Laws
- 13) What Councils Can and Cannot Do
- 14) Getting along with Elected Officials
- 15) Municipal Issues and Approaches
- 16) Managing Change and Effective Listening

There were 93 Cities represented at the training. The first year group consisted of forty-six cities. The City of Grant was the tenth largest city in attendance. Twenty three cities were at a 1,500 population or less. The smallest city in attendance was Dundee, with 84 residents. Eight

of the 46 cities had the .mn.us email address. The opening statement made at the conference after the population counts were taken was the following:

“ALL of the cities present, and in the state, including Dundee at a population of 84, has the same requirements as the City of Minneapolis.”

Not only is it important for the Council to know that, but citizens as well. The City of Grant has all the same reporting requirements, legal obligations, policy and procedure requirements, publishing obligations and financial reporting requirements.

Included in your packet is one of the handouts, Getting Along With Your Elected Officials: How to Work as a Team. It was noted during this session that the “Council and staff are most likely to accomplish important work after Council and staff have agreed upon work goals for the year.”

I will continue to share information received at the training as time goes on.