

**City of Grant  
City Council Agenda  
April 1, 2014**

*The regular monthly meeting of the Grant City Council will be called to order at 7:00 o'clock p.m. on Tuesday, April 1, 2014, 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. March 4, 2014 City Council Meeting Minutes

B. Bill List, \$38,227.53

C. City of Mahtomedi, 1<sup>st</sup> Quarter Fire Contract, \$30,490.00

D. Washington County, Snow and Ice Control, \$10,723.20

E. 2014 Field Maintenance Proposal

**5. STAFF AGENDA ITEMS**

A. City Engineer, Phil Olson

i. Class 5 Surfacing Quotes & Approval of Contract

ii. Resolution No. 2014-09, Browns Creek Trail Easements

B. City Planner, Jennifer Haskamp

i. Dellwood Barns Wedding Venue, CUP Application and Public Hearing, 7373 120<sup>th</sup> Street

ii. Cell Tower CUP Application and Public Hearing, 9254 Manning Ave. N

C. City Attorney, Nick Vivian

i. Resolution No. 2014-08, Revocation of Liquor License

**6. NEW BUSINESS**

**7. UNFINISHED BUSINESS**

**8. DISCUSSION ITEMS**

A. City Council Reports (any updates from Council)

B. Staff Updates

**9. COMMUNITY CALENDAR APRIL 2 THROUGH APRIL 30, 2014:**

Mahtomedi Public Schools Board Meeting, Thursday, April 10th, 2014, Mahtomedi District Education Center, 7:00 p.m.

Stillwater Public Schools Board Meeting, Thursday, April 10th and 24th, 2014, Stillwater City Hall, 7:00 p.m.

Charter Commission Meeting, Thursday, April 17th, 2014, Mahtomedi City Hall, 7:00 p.m.

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

10. **ADJOURNMENT**

**PUBLIC INPUT**

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**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 (3) 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**

Public Input will be held after the meeting is adjourned. Four (4) speakers limited to three (3) minutes each.

### **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** : March 4, 2014  
**TIME STARTED** : 7:00 p.m.  
**TIME ENDED** : 7:55 p.m.  
**MEMBERS PRESENT** : Councilmember Bohnen, Tronrud (7:42 pm)  
Huber, Lobin and Mayor Carr  
**MEMBERS ABSENT** : None

Staff members present: City Attorney, Nick Vivian; City Planner, Jennifer Haskamp; City Engineer, Phil Olson; City Treasurer, Sharon Schwarze; and Administrator/Clerk, Kim Points

**CALL TO ORDER**

Mayor Carr called the meeting to order at 7:00 p.m.

**PLEDGE OF ALLEGIANCE**

**SETTING THE AGENDA**

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

**CONSENT AGENDA**

|   |          |
|---|----------|
| February 3, 2014 City Council Meeting Minutes                     | Approved |
| Bill List, \$39,479.31  | Approved |
| David's Consulting, 2014 Proposed Price Revisions                 | Approved |
| KEJ Enterprises, Snow Removal, \$18,562.50                        | Approved |
| Federal Signal Corporation, Purchase Order For Siren, \$12,060.00 | Approved |

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

**STAFF AGENDA ITEMS**

City Engineer, Phil Olson

1 **Renewal of Grading Contract, Kline Bros.** – City Engineer Olson advised a revised gravel roadway  
2 maintenance contract is attached for Council consideration. This contract will extend the existing  
3 gravel roadway maintenance contract with Kline Brothers Excavating through 2016. The current  
4 gravel roadway maintenance contract is scheduled to expire on December 31, 2014.

5  
6 City Engineer Olson stated no pricing changes are proposed for 2014. Grader pricing for 2015 and  
7 2016 is proposed to increase to \$80.00/hour.

8  
9 **Council Member Bohnen moved to approve the Grading Contract, as presented. Council**  
10 **Member Huber seconded the motion. Motion carried unanimously.**

11  
12 **Resolution No. 2014-07, Snow Plowing Policy** – City Engineer Olson advised the purpose of a snow  
13 plow policy is to define and outline the City's snow and ice control objectives. Snow and ice control  
14 is necessary for routine travel and emergency services. The goal is to provide snow and ice control in  
15 a safe and cost-effective manner, keeping in mind safety, budget, personal, and environmental  
16 concerns.

17  
18 City Engineer Olson stated a snow policy was last discussed by the City Council in December, 2011.  
19 At that time, the policy was not revised but Council agreed that snow plowing could begin at 2 inches  
20 and that priority routes would be removed from the plowing map. He reviewed the snow policy  
21 included in the packet for Council discussion.

22  
23 Mayor Carr noted that not being allowed to push snow in the roadways is per state statute and not a  
24 City rule. He stated the City has never had an official snow policy before.

25  
26 Council Member Bohnen stated that part of the reason for the policy is to make sure everyone is  
27 aware of the City's snow removal practise and be clear about what is expected from the plowing  
28 contractors. He stated he has had people frustrated with how the City handles snow plowing.

29  
30 Mr. Hershel Weisberg, 10725 Kimbro, came forward and stated he previously wrote a letter to the  
31 City Council regarding his plowing concerns. He stated school busses are getting stuck and he is very  
32 concerned that in the last couple of years roads are not be cleared in a timely manner.

33  
34 Council Member Bohnen stated the budget for snowplowing last year was \$100,000 and \$116,000  
35 was spent. The Contractors are doing what the City is asking of them. Per the budget, the City  
36 cannot afford to clear all roads twice. It takes about nine hours for the entire plowing route. There  
37 are 78 cul-de-sacs which take a large amount of plowing time. Unless the City commits more funding  
38 the plowing situation will not change.

39  
40 Council Member Huber raised the question of the contractor even investing more in equipment with  
41 the City's limited budget. He stated it seems as though timing may be an issue.

42  
43 **Council Member Bohnen moved to adopt Resolution No. 2014-07, as presented. Council**  
44 **Member Lobin seconded the motion. Motion carried unanimously.**

1 **Renewal of Snow Plowing Contract, KEJ Enterprises** – City Engineer Olson advised a snow  
2 removal contract extension with KEJ Enterprises is attached for Council consideration. This contract  
3 will extend the existing snow plow contract through April, 2017. The current snow plowing contract  
4 is scheduled to expire in April, 2014. He reviewed the proposed new pricing for the extended  
5 contract.

6  
7 Council Member Bohnen advised KEJ does utilize some of the other City contractors for snow  
8 removal when necessary. Those contractors bill the City directly. He stated he would like the City to  
9 continue using KEJ for snow plowing services.

10  
11 **Council Member Bohnen moved to approve the Snow Plowing Contract, as presented. Council**  
12 **Member Huber seconded the motion. Motion carried unanimously.**

13  
14 **City Planner, Jennifer Haskamp – No action items.**

15  
16 **City Attorney, Nick Vivian**

17  
18 **Minnesota Department of Revenue License Revocation Request** – City Attorney Vivian advised  
19 the City received a notice from the Minnesota Department of Revenue that the City must revoke the  
20 Windy Acres Saloon & Eatery liquor license due to the nonpayment of taxes.

21  
22 City Attorney Vivian advised the following should be determined before the City acts to revoke the  
23 Applicant's liquor license: 1) whether the applicant failed to request a contested case hearing within  
24 30 days of receipt of the Department's intent to revoke the applicant's liquor license; and 2) the  
25 Department's stated deadline for City revocation of the liquor license. A special meeting of the City  
26 Council may need to be called later in March if the City's 30-day timeline to revoke is about to  
27 expire. Staff will work with the Administrator/Clerk and Department of Revenue to process this  
28 matter.

29  
30 **NEW BUSINESS**

31  
32 **GRP Scholarship Application on City Website, Mayor Carr** – Mayor Carr advised the City  
33 received a request to post information regarding a private scholarship opportunity on the City website.

34  
35 City Attorney Vivian stated it is not appropriate to post this on the City website. The City should not  
36 be in the business of posting private scholarships. He recommended the Council deny the request and  
37 also have a blanket policy to not advertise on the City website.

38  
39 Council Member Bohnen stated the Council had previously discussed the option of having a local  
40 bulletin board on the City website for these type of things as well as garage sales, local community  
41 information, etc. He asked if that would be a possibility for the scholarship information.

42  
43 Mayor Carr stated the Council did talk about that but chose not to have a community bulletin board.  
44

Council Member Huber added it is not appropriate to use tax dollars and resources to advertise businesses on the City website.

#### **UNFINISHED BUSINESS**

There was no unfinished business.

#### **DISCUSSION ITEMS**

##### **City Council Reports:**

Council Member Bohnen stated at the last Charter Commission meeting there was frustration over not having public comment at the City Council meetings. One of the speakers at the Charter Commission meeting was frustrated and did not get answers regarding the School District. He stated he put him in touch with the Administrator/Clerk about adding his issue to the agenda. It is not on this agenda but he may want the issue added to the agenda for a future meeting.

City Attorney Vivian stated the City does have public comment at City Council meetings. The public does have the opportunity to talk to the City Council.

Council Member Tronrud arrived at 7:42 p.m.

Council Member Huber added that notes are being taken during public comment and his email box is still empty. He expressed frustration that citizens do not call him or email him. He stated he will address concerns raised by residents.

Mayor Carr stated the City still has people abusing public comment. He stated he wants to hear citizen comments but he will not sit and listen to personal attacks. He asked that all citizens please not abuse the privilege of speaking during public comment.

Council Member Huber requested articles for the next newsletter which Council Member Tronrud will be putting together. All articles should be submitted prior to the April Council meeting.

Council Member Bohnen advised an email was sent out reminding all Planning Commissioners to turn in their zoning books. A member of the previous Planning Commission has stated they do not need to turn their books in until new members are appointed so they are holding their books in protest. He suggested the City have a return agreement for all City property.

##### **Staff Updates:**

There were no staff updates.

#### **COMMUNITY CALENDAR MARCH 5 THROUGH MARCH 31, 2014:**

**Mahtomedi Public Schools Board Meeting, Thursday, March 13, 2014, Mahtomedi District Education Center, 7:00 p.m.**

1 Stillwater Public Schools Board Meeting, Thursday, March 13<sup>th</sup> and 27<sup>th</sup>, 2014, Stillwater City  
2 Hall, 7:00 p.m.

3 Charter Commission Meeting, Thursday, March 20<sup>th</sup>, 2014, Mahtomedi City Hall, 7:00 p.m.

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

5  
6 **ADJOURN**

7  
8 There being no further business, Council Member Bohnen moved to adjourn at 7:55 p.m.  
9 Council Member Huber seconded the motion. Motion carried unanimously.

10  
11 The City Council adjourned to a work session to take public comment. No action was taken.  
12  
13  
14  
15  
16

17 These minutes were considered and approved at the regular Council Meeting April 1, 2014.  
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19  
20  
21

22 \_\_\_\_\_  
23 Kim Points, Administrator/Clerk  
24

\_\_\_\_\_  
Tom Carr, Mayor



## Disbursements List

## City of Grant

Date range: 03/01/2014 to 03/25/2014

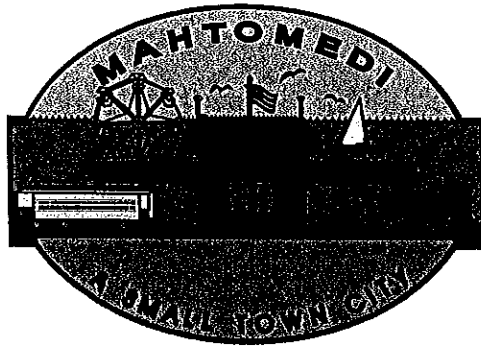
| <u>Vendor</u>                    | <u>Date</u> | <u>Check #</u> | <u>Total</u> | <u>Description</u>          | <u>Void</u> | <u>Account #</u> | <u>Detail</u> |
|----------------------------------|-------------|----------------|--------------|-----------------------------|-------------|------------------|---------------|
| US Postal Service                | 03/04/2014  | 12361          | \$112.00     | 2014 PO Box                 | No          | 100-41311-210    | \$112.00      |
| Payroll Period Ending 03/31/2014 | 03/24/2014  | 12362          | \$3,262.64   |                             | No          | 100-41101-100    | \$3,262.64    |
| Washington County Public Works   | 03/24/2014  | 12363          | \$568.40     | 2013 Street Lights/Manning  | No          | 100-43117-330    | \$568.40      |
| CenturyLink                      | 03/24/2014  | 12364          | \$168.19     | City Phone                  | No          | 100-41309-321    | \$168.19      |
| Washington County Transportation | 03/24/2014  | 12365          | \$10,723.20  | Snow and Ice Control        | No          | 100-43113-210    | \$10,723.20   |
| Waste Management                 | 03/24/2014  | 12366          | \$4,347.38   | Recycling                   | No          | 100-43011-384    | \$4,347.38    |
| Smith Appraisal Service          | 03/24/2014  | 12367          | \$1,810.83   | Monthly Assessment Services | No          | 100-41208-300    | \$1,810.83    |
| Janis Sheldon                    | 03/24/2014  | 12368          | \$50.00      | Mailbox Replacement         | No          | 100-41306-220    | \$50.00       |
| Ken Ronnan                       | 03/24/2014  | 12369          | \$50.00      | Video Services              | No          | 100-41318-300    | \$50.00       |
| AirFresh Industries              | 03/24/2014  | 12370          | \$125.00     | PortaPot #16399             | No          | 100-43007-210    | \$125.00      |
| Bill Krey                        | 03/24/2014  | 12371          | \$43.64      | Mailbox Replacement         | No          | 100-41306-220    | \$43.64       |
| Press Publications               | 03/24/2014  | 12372          | \$95.39      | Legals                      | No          | 865-49310-351    | \$67.25       |
|                                  |             |                |              |                             |             | 870-49310-351    | \$28.14       |
| City of Mahtomedi                | 03/24/2014  | 12373          | \$30,490.00  | 1st Quarter Fire Contract   | No          | 100-42002-300    | \$30,490.00   |
| Eckberg Lammers                  | 03/24/2014  | 12374          | \$5,772.37   | Legal Services              | No          | 100-41204-300    | \$2,882.00    |
|                                  |             |                |              |                             |             | 100-41205-300    | \$1,051.80    |
|                                  |             |                |              |                             |             | 100-41206-300    | \$1,542.57    |
|                                  |             |                |              |                             |             | 801-49310-300    | \$200.00      |
|                                  |             |                |              |                             |             | 871-49310-300    | \$96.00       |
| Kline Bros Excavating            | 03/24/2014  | 12375          | \$4,185.00   | Road Maintenance            | No          | 100-43113-300    | \$4,185.00    |
| KEJ Enterprises                  | 03/24/2014  | 12376          | \$5,167.50   | Snow Removal/Signs          | No          | 100-43113-300    | \$5,167.50    |
| Croix Valley Inspector           | 03/24/2014  | 12377          | \$6,088.43   | Building Inspector          | No          | 100-42004-300    | \$6,088.43    |
| Swanson Haskamp Consulting       | 03/24/2014  | 12378          | \$3,682.01   | Planning                    | No          | 100-41209-300    | \$971.00      |
|                                  |             |                |              |                             |             | 872-49310-300    | \$977.19      |
|                                  |             |                |              |                             |             | 875-49310-300    | \$437.00      |
|                                  |             |                |              |                             |             | 876-49310-300    | \$345.00      |
|                                  |             |                |              |                             |             | 877-49310-300    | \$368.00      |
|                                  |             |                |              |                             |             | 878-49310-300    | \$583.82      |
| Xcel Energy                      | 03/24/2014  | 12379          | \$380.29     | Utilities                   | No          | 100-43004-381    | \$318.65      |

03/25/2014

## Disbursements List

City of Grant

| <u>Vendor</u>             | <u>Date</u> | <u>Check #</u> | <u>Total</u> | <u>Description</u>     | <u>Void</u> | <u>Account #</u>   | <u>Detail</u>                               |
|---------------------------|-------------|----------------|--------------|------------------------|-------------|--|---|
| PERA                      | 03/24/2014  | 12380          | \$602.55     | PERA                   | No          | 100-43010-381<br>100-43117-381                                   | \$11.59<br>\$50.05                          |
| IRS                       | 03/24/2014  | EFT47          | \$1,079.91   | February Payroll Taxes | No          | 100-41102-120<br>100-41113-100                                   | \$323.59<br>\$278.96                        |
| Sprint                    | 03/25/2014  | 12381          | \$35.00      | City Cell Phone        | No          | 100-41103-100<br>100-41107-100<br>100-41110-100<br>100-41112-100 | \$341.44<br>\$397.03<br>\$276.72<br>\$64.72 |
| Rivertown Studio          | 03/25/2014  | 12382          | \$601.00     | COC Escrow Refund      | No          | 100-43116-321<br>874-49310-430                                   | \$35.00<br>\$601.00                         |
| Total For Selected Checks |             |                | \$79,440.73  |                        |             |  | \$79,440.73                                 |



December 6, 2013

City of Grant  
c/o Kim Points  
P.O. Box 577  
Willernie, MN 55090

Dear Kim,

Please remit a check in the amount of \$30,490.00 for the  
1<sup>st</sup> quarter fire contract. Please pay April 1, 2014.

If you have any questions, please feel free to give me a call  
at 651-426-3344.

Thank you,

A handwritten signature in cursive script that reads 'Jerene Rogers'.

Jerene Rogers  
Account Clerk



ROAD & BRIDGE  
11660 MYERON RD  
STILLWATER MN 55082  
651-430-4342

To: GRANT CITY  
PO BOX 577  
WILLERNIE MN 55090

# Invoice

|                           |          |
|---------------------------|----------|
| Invoice Number:           | 78207    |
| Account Number:           | 27164    |
| Invoice Date              | 2/27/14  |
| Amount Remitted:          | \$ _____ |
| Federal Tax Id:41-6005919 |          |
| Page:                     | 1        |

NET 30

*Please detach and return upper portion with payment.*

| BCI#   | Date    | Description        | Units                | Invoice Amount |
|--|---------|--------------------|----------------------|----------------|
| Materials and Miscellaneous  |         |                    |                      |                |
| 651289   | 1/1/14  | Snow & Ice Control | 26.42                | \$1,122.63     |
| 651291   | 1/4/14  | Snow & Ice Control | 13.19                | \$560.83       |
| 651298   | 1/8/14  | Snow & Ice Control | 42.52                | \$1,652.80     |
| 651300   | 1/10/14 | Snow & Ice Control | 11.07                | \$470.02       |
| 651302   | 1/14/14 | Snow & Ice Control | 14.50                | \$598.80       |
| 651304   | 1/15/14 | Snow & Ice Control | 14.00                | \$578.16       |
| 651305   | 1/16/14 | Snow & Ice Control | 12.63                | \$969.71       |
| 651307   | 1/18/14 | Snow & Ice Control | 12.98                | \$536.04       |
| 651309   | 1/22/14 | Snow & Ice Control | 13.82                | \$566.45       |
| 651311   | 1/24/14 | Snow & Ice Control | 7.53                 | \$309.00       |
| 651313   | 1/26/14 | Snow & Ice Control | 13.80                | \$565.64       |
| 651315   | 1/30/14 | Snow & Ice Control | 12.81                | \$524.63       |
| 651319   | 2/12/14 | Snow & Ice Control | 26.48                | \$1,061.63     |
| 651323   | 2/15/14 | Snow & Ice Control | 14.11                | \$565.69       |
| 651325   | 2/17/14 | Snow & Ice Control | 11.59                | \$464.70       |
| 651327   | 2/20/14 | Snow & Ice Control | 14.12                | \$176.47       |
| Total of Materials and Miscellaneous   |         |                    |                      | \$10,723.20    |
| I declare under the penalties of law that this account claim or demand, is just and correct and no part of it has been paid.<br><br>Please make check payable to <b>Washington County</b> and mail to the address above.<br><br>Totals include fringe and overhead rates.<br><br>If applicable, sales tax is included. |         |                    | <b>Invoice Total</b> | \$10,723.20    |
|  |         |                    | <b>Sales Tax</b>     | \$0.00         |
|  |         |                    | <b>Balance Due</b>   | \$10,723.20    |
| Invoice Number:  | 78207   | Account Number:    | 27164                |                |
| Invoice Date:  | 2/27/14 | NET 30             |                      |                |

## **Proposal**

**Date March 1, 2014**

**To:  
City of Grant**

**From:  
Dennis Heuer  
6174 Inwood Ct. N.  
Stillwater, Mn 55082**

**We are pleased to submit this proposal to maintain and mow city hall/picnic area/ball field. Please see the following description of services:**

**Mow and weed removal of the City Hall/Picnic Area/Ballfield area.  
Level and drag the ball field infield per city instructions. Pick up  
garbage on city property.**

**\$95.00 per time when needed**

**Level and drag ballfield infield between mowing to insure playable /safe  
infield.**

**\$35.00 per time when needed**

**Pre season infield prep/fertilize will occur as soon as ground is dry  
enough to begin at additional charge.**

**Sincerely**

**Dennis Heuer  
651-587-5895**

## ***Memorandum***

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

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

**Date:** *February 24, 2014*

**Re:** *Class 5 Surfacing Quotes*

The City completes a class 5 surfacing project every year on roadways scheduled by the Road Commissioner. The request for quotes was sent to Miller Excavating, Inc., and Raleigh Trucking, Inc.

A copy of the class 5 surfacing contract has been included for Council review.

The quotes received are as follows:

|  | Miller Excavating Inc. | Raleigh Trucking Inc. |
|--|------------------------|-----------------------|
| Delivered – Class 5                    | \$8.00/ton             | \$7.45/ton            |
| Delivered & Spread – Class 5           | \$9.90/ton             | \$8.30/ton            |
| Delivered – High Clay Content          | \$8.00/ton             | \$7.95/ton            |
| Delivered & Spread – High Clay Content | \$9.90/ton             | \$8.80/ton            |

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

## REQUEST FOR QUOTES

Request for Quotes: **2014 Class 5 Surfacing Project**  
City of Grant, MN  
WSB Project No. 1936-31

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 (High Clay Content) – Delivered and Spread | Ton   | \$ _____   |
| 2   | 2211.501 | Aggregate Base Class 5 (High Clay Content) - Delivered            | Ton   | \$ _____   |
| 3   | 2211.501 | Aggregate Base Class 5 Modified – Delivered and Spread            | Ton   | \$ _____   |
| 4   | 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 \_\_\_\_\_



| No. | Mat. No. | Item  | Units | Unit Price                |
|-----|----------|---|-------|---------------------------|
| 1   | 2211.501 | Aggregate Base Class 5 (High Clay Content) – Delivered and Spread | Ton   | \$ <u>9.<sup>90</sup></u> |
| 2   | 2211.501 | Aggregate Base Class 5 (High Clay Content) - Delivered            | Ton   | \$ <u>8.<sup>—</sup></u>  |
| 3   | 2211.501 | Aggregate Base Class 5 Modified – Delivered and Spread            | Ton   | \$ <u>9.<sup>90</sup></u> |
| 4   | 2211.501 | Aggregate Base Class 5 Modified - Delivered                       | Ton   | \$ <u>8.<sup>—</sup></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 STAGECOACH TR. N.  
STILLWATER, MN 55082

Firm Name

MILLER EXCAVATING, INC.

By 

(An Authorized Signature)

Date: 3/24/14

Title V.P.

| No. | Mat. No. | Item  | Units | Unit Price     |
|-----|----------|---|-------|----------------|
| 1   | 2211.501 | Aggregate Base Class 5 (High Clay Content) - Delivered and Spread | Ton   | \$ <u>8.80</u> |
| 2   | 2211.501 | Aggregate Base Class 5 (High Clay Content) - Delivered            | Ton   | \$ <u>7.95</u> |
| 3   | 2211.501 | Aggregate Base Class 5 Modified - Delivered and Spread            | Ton   | \$ <u>8.30</u> |
| 4   | 2211.501 | Aggregate Base Class 5 Modified - Delivered                       | Ton   | \$ <u>7.45</u> |

Submitted by: M.J. Raleigh Trucking Inc / Michael S. Raleigh  
 If a corporation, what is the state of incorporation?  
Mn

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

Official Address  
15250 100<sup>th</sup> St. N. P.O. 261  
Stillwater, Mn 55082

Date: 3-24-14

Firm Name M.J. Raleigh Trucking Inc  
 By [Signature]  
 (An Authorized Signature)  
 Title Michael S. Raleigh / CEO

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into as of the 1st day of April, 2014, by and between the **CITY OF GRANT**, a Minnesota municipal corporation ("**GRANT**") and XXXXXX ("**CONTRACTOR**").

### Recitals

- A. GRANT is a Minnesota municipal corporation with its City Hall located at 111 Wildwood Road, Willernie, Minnesota 55090.
- B. CONTRACTOR desires to assist GRANT as an independent contractor in providing professional consulting services to GRANT clients and GRANT desires to retain CONTRACTOR upon the terms and conditions hereafter set forth.

NOW THEREFORE, in consideration of the foregoing recitals, which are true and correct and incorporated herein and the mutual obligations set forth below, GRANT and CONTRACTOR hereby agree as follows:

### Agreement

#### 1. Performance by CONTRACTOR

GRANT engages CONTRACTOR to furnish the services described in the Statement of Work attached to this Agreement, and incorporated herein by reference as **Exhibit A** and CONTRACTOR agrees to provide Class 5 Surfacing (the "Services") specified in the Statement of Work.

#### 2. Payment for Services

- a. *Fees.* GRANT agrees to pay CONTRACTOR for the Services at a negotiated rate in accordance with the Rate Schedule attached and incorporated herein as **Exhibit B**.
- b. *Out-of-Pocket Expenses.* Except as agreed by GRANT, CONTRACTOR shall be responsible for all out-of-pocket expenses incurred in the performance of the Services on behalf of GRANT.
- c. *Invoices.* CONTRACTOR shall invoice GRANT monthly for Services rendered during the previous month in accordance with the Rate Schedule attached as **Exhibit B**.
- d. *Miscellaneous.* CONTRACTOR agrees to execute such affidavits and receipts as GRANT shall request in order to acknowledge payment by GRANT. CONTRACTOR acknowledges that its federal employer tax identification number, provided to GRANT is correctly set forth in the Statement of Work attached to this Agreement.

### **3. Independent Contractors**

CONTRACTOR and GRANT are independent of one another and neither party's employees will be considered employees of the other party for any purpose. This Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other to any third party. GRANT shall have no right to direct or control CONTRACTOR with respect to CONTRACTOR'S activities hereunder. CONTRACTOR acknowledges, understands and agrees:

a. CONTRACTOR will not be treated as an employee of GRANT for purposes of the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Act, income tax withholding and applicable state laws, including, without limitation, those pertaining to workers' compensation, unemployment compensation and state income tax withholding;

b. CONTRACTOR will not qualify for any employee benefits that GRANT may now or hereafter provide to its employees including, without limitation, insurance, vacations, pension and profit sharing benefits, employee bonus programs, and the like; and

c. Information returns will be filed with appropriate federal and state taxing authorities indicating CONTRACTOR'S status as self-employed.

### **4. Business of Contractor**

The CONTRACTOR represents and warrants to GRANT that it is engaged in the business of providing Tree Trimming and Brushing services and has complied with all local, state, and federal laws regarding business permits and licenses that may be required to carry out such business and to perform the services specified in this Agreement. Upon request by GRANT, CONTRACTOR shall provide GRANT with copies of all documents reasonably requested by GRANT to verify the CONTRACTOR'S established business and the representations set forth herein. Notwithstanding any due diligence performed by GRANT with respect to the subject matter of these representations, CONTRACTOR shall indemnify and hold GRANT, Council members, agents and employees, harmless from any and all claims, causes of action, losses, damage, liabilities, costs and expenses, including attorney fees, arising from breach of the representations set forth in this Section.

### **5. Employees of Contractor**

CONTRACTOR shall be solely responsible for paying its employees. CONTRACTOR shall be solely responsible for paying any and all taxes, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing and other benefits for the CONTRACTOR and its employees, servants and agents.

## **6. Obligations of CONTRACTOR**

a. *Scope of Services.* CONTRACTOR is required to perform the work as detailed in the Statement of Work.

b. *Invoices.* CONTRACTOR is required to invoice GRANT as provided in the Rate Schedule for all work performed in accordance with the Statement of Work.

## **7. Obligations of GRANT**

GRANT agrees to make available to CONTRACTOR, upon reasonable notice, such information, data and documentation required by CONTRACTOR to complete the Services.

## **8. Insurance**

CONTRACTOR shall furnish GRANT with current certificates of coverage of the CONTRACTOR, and proof of payment by the CONTRACTOR, for workers' compensation insurance, general liability insurance, motor vehicle insurance and such other insurance as GRANT may require from time to time. GRANT shall require general liability insurance coverage of not less than \$1,000,000.00 / \$2,000,000.00. GRANT shall require automobile vehicle coverage of not less than \$500,000.00 / \$500,000.00 / \$100,000.00. GRANT shall require umbrella coverage of not less than \$1,000,000.00. CONTRACTOR shall maintain all such insurance coverage and shall furnish GRANT with certificates of renewal coverage and proofs of premium payments. If the CONTRACTOR fails to pay a premium for insurance required by this paragraph before it becomes due, GRANT may pay the premium and deduct the amount paid from any payments due the CONTRACTOR and recover the balance from the CONTRACTOR directly.

## **9. Termination**

a. *Commencement and Renewal.* This Agreement shall commence on the date set forth above and shall remain in effect for two years from date of contract.

b. *Termination.* Either party, upon giving written notice to the other party, may terminate this Agreement upon fifteen (15) days notice for any reason.

c. *Obligations Upon Expiration or Termination.* Upon expiration or termination of this Agreement, CONTRACTOR shall promptly return to GRANT all copies of files, documentation, related material and any other material that is owned by GRANT.

## **10. Risk**

CONTRACTOR shall perform the Services at its own risk. GRANT will not reimburse CONTRACTOR for any expenses incurred by CONTRACTOR as a result of services rendered

under this Agreement, including, but not limited to, car-related expenses, telephone expenses, and or other business related expenses.

#### **11. Limitation of Liability**

In no event shall GRANT be liable to CONTRACTOR for the payment of any consequential, indirect, or special damages, including lost profits. CONTRACTOR acknowledges it is an independent CONTRACTOR and accepts the risks and rewards of contracting with GRANT.

#### **12. Indemnity and Warranty**

CONTRACTOR shall at all times comply with all applicable laws, statutes, ordinances, rules, regulations and other governmental requirements. CONTRACTOR shall indemnify and hold GRANT, its Council members, and its agents and employees, harmless from any and all claims, causes of action, losses, damage, liabilities, costs and expenses, including attorneys' fees, arising from the death of or injury to any person, from damage to or destruction of property, or from breach of the warranties in this Section, arising from the provision of services by CONTRACTOR, its agents or employees

#### **13. Assignment**

a. *Consent Required.* CONTRACTOR shall not assign or subcontract the whole or any part of this Agreement without GRANT'S prior written consent.

b. *Subcontracting.* Any subcontract made by CONTRACTOR with the consent of GRANT shall incorporate by reference all the terms of this Agreement. CONTRACTOR agrees to guarantee the performance of any subCONTRACTOR used in performance of the Services.

c. *Assignment by GRANT.* GRANT may assign any or all of its rights and duties under this Agreement at any time and from time to time without the consent of the CONTRACTOR.

#### **14. Miscellaneous**

a. *Applicable Law and Forum.* This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota without regard to the conflicts of laws or principles thereof. Any action or suit related to this Agreement shall be brought in the state or federal courts sitting in Minnesota.

b. *Notices.* Any notice or other communication required or permitted under this Agreement shall be given in writing and delivered by hand, U.S. mail or facsimile.

c. *Waiver.* No waiver by GRANT of any breach by CONTRACTOR of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of

the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

d. *Entire Agreement.* This Agreement, including any exhibits, constitutes the entire agreement between CONTRACTOR and GRANT.

e. *Modifications.* No modification of this Agreement shall be effective unless in writing and signed by both parties.

f. *Severability.* If any provision of this Agreement is invalid or unenforceable under any statute or rule of law, the provision is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have executed this Agreement on the date first set forth above.

**GRANT:**

**CONTRACTOR:**

CITY OF GRANT

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By:

Its: Mayor

---

By:

ATTEST

---

By:

Its: City Clerk

**EXHIBIT A**  
**STATEMENT OF WORK**

**Division 1 & Division 2**



## DIVISION 1

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### GENERAL REQUIREMENTS

|  |   |
|--|---|
| 01010 – SUMMARY OF WORK .....                                    | 1 |
| 01014 – WORK SEQUENCE.....                                       | 1 |
| 01028 – SCALE .....  | 1 |
| 01029 – COMPENSATION FOR INCREASED OR DECREASED QUANTITIES ..... | 1 |
| 01040 – COORDINATION .....                                       | 2 |
| 01060 – RIGHT-OF-WAY AND EASEMENTS .....                         | 2 |
| 01095 – REFERENCE SPECIFICATIONS.....                            | 2 |
| 01400 – QUALITY CONTROL .....                                    | 2 |
| 01404 – MAINTENANCE OF TRAFFIC.....                              | 3 |
| 01515 – CONSTRUCTION WATER.....                                  | 3 |
| 01547 – PROTECT EXISTING PAVEMENTS.....                          | 3 |
| 01560 – WORKING HOURS.....                                       | 3 |
| 01561 – NOISE CONTROL .....                                      | 3 |
| 01562 – DUST CONTROL.....  | 3 |
| 01701 – CONTRACT CLOSEOUT PROCEDURES.....                        | 3 |
| PROTECTION OF THE PUBLIC .....                                   | 3 |

## DIVISION 1

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### GENERAL REQUIREMENTS

#### **01010 – SUMMARY OF WORK**

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

##### **Aggregate Base Class 5 (High Clay Content):**

- Aggregate Base Class 5 (High Clay Content) – 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 (High Clay Content) — 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.

##### **Aggregate Base Class 5 (Modified):**

- 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**

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**SPECIAL PROVISIONS**

|  |          |
|--|----------|
| <b><u>02211 – AGGREGATE BASE CLASS 5</u></b> ..... | <b>1</b> |
|--|----------|

## DIVISION 2

### SPECIAL PROVISIONS

#### **02211 – AGGREGATE BASE CLASS 5**

##### 02211.1 DESCRIPTION

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

##### Aggregate Base Class 5 (High Clay Content):

- Aggregate Base Class 5 (High Clay Content) — Delivered and Spread: This item shall be used when over 500 tons of material is ordered by the City. This item consists of supplying the aggregate base material as specified, delivering, placing, watering, grading, and compacting the aggregate base on roadways. 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 (High Clay Content) — Delivered: This item shall be used when under 500 tons of material is ordered by the City. 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.

##### Aggregate Base Class 5 Modified:

- Aggregate Base Class 5 Modified — Delivered and Spread: This item shall be used when over 500 tons of material is ordered by the City. This item consists of supplying the aggregate base material as specified, delivering, placing, watering, grading, and compacting the aggregate base on roadways. 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 shall be used when under 500 tons of material is ordered by the City. 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.

Aggregate Base Class 5 (High Clay Content): 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 – eighteen to twenty-two percent (18% - 22%) 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.

**EXHIBIT B**  
**RATE SCHEDULE**



## ***Memorandum***

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

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

**Date:** *February 24, 2014*

**Re:** *DNR Easement Application: Brown Creek State Trail*

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The DNR has submitted an Application for Easement across the Browns Creek State Trail right-of-way. The execution of this application will establish City easements across the Browns Creek State Trail, owned by the DNR. The application includes three roadway crossings at Kimbro Avenue, 88th Street, and Lofton Avenue.

An application fee of \$2000 is required by the DNR to process the application and easements. The fee is used to cover the cost to review the application and prepare the easement documents. There is no additional cost for the value of the easements.

The DNR letter, application, and easement descriptions and plats are attached for Council review. A resolution is being prepared by the City Attorney.

**Action:** Approve a resolution authorizing the DNR application and easement.

# Minnesota Department of Natural Resources

Division of Lands & Minerals  
1200 Warner Road  
St. Paul, MN 55106



February 28, 2014

City of Grant  
Attn. Kim Points  
111 Wildwood Road  
Grant, MN 55090

**RE: Easement Application - Browns Creek State Trail  
Portions of Section 23 and 24, Twp 30, Rng 21 in Washington County**

Dear Mrs. Points:

As discussed with representatives of the DNR at the meeting held on August 13, 2013, enclosed please find an Application for Easement across the Browns Creek State Trail right-of-way. Along with the application are instructions and a checklist. In this case, most of the information found on the checklist will not be needed. However, two things are needed at this time:

1. A resolution from the City of Grant approving the application and easement
2. An application fee of \$2,000

Also, enclosed is the Washington County Right of Way Plat No. 170 which depicts the areas of easements needed. In addition to the plats, the DNR Survey Unit has provided legal descriptions and exact acreage of each crossing.

Please be to submit this application and return it to the address listed above along with the application fee of \$2,000.00 and a resolution. This will be the only fee required for this easement.

If you have any questions, please contact me at (651) 259-5843. Thank you.

Sincerely,

  
Jean Zoch  
Real Estate Technician



Minnesota Department of Natural Resources  
Application for  
Easement across State Land  
(Submit 1 copy of the application and attachments)



EASEMENT No. 133- -

The applicant, pursuant to Minnesota Statutes, sections 84.63, 84.631, or 85.015, subd. 1b applies for an Easement to Cross State Land described below, in accordance with all maps, plans, specifications and other supporting documentation submitted with this application and made a part hereof.

|  |                             |
|--|-----------------------------|
| Name of Applicant (PRINT OR TYPE): City of Grant                                 |                             |
| Street Address (& Mailing, if different): 111 Wildwood Road, Willerine, MN 55090 |                             |
| Contact Person: Kim Points, Administrator/Clerk                                  | Telephone No.: 651-426-3383 |
| E-mail Address: clerk@cityofgrant.us   | Alternate No. (i.e. Cell):  |

1. **EASEMENT TYPE:** (check one)  
☐ Highway/road - If public road project, indicate Project # \_\_\_\_\_  
☐ Trail  
☒ Ingress and egress over trail right-of-way  
☐ Flowage for development of fish and game resources, stream protection, flood control, and appurtenances  
☐ Flowage for stream protection, flood control, and appurtenances  
☐ Flowage for flood control
2. **EASEMENT TERM:** (check all that apply)  
☒ Permanent  
☐ Temporary  
☐ Road easement to individual across school trust land – 50 year maximum
3. **IMPROVEMENTS AND CONSTRUCTION:** (check all that apply)  
☐ No existing road/highway  
☐ No new construction proposed  
☐ Existing highway/road  
☐ Existing trail crossing  
☐ New construction proposed  
☐ Reconstruction of existing road/highway
4. **EASEMENT DETAILS:** Number each easement applied for consecutively and identify each forty or government lot. Separate the permanent easements from the temporary. Also, please include a beginning and ending date if the easement is temporary.

| No. | Forty<br>(i.e. SE ¼ NW ¼<br>or<br>Govt. Lot No.) | Sec. | Twp.     | Range   | County     | Total<br>Acres | Type of<br>Easement<br>(Permanent or<br>Temporary) | Beginning<br>Date<br>(if Temporary) | Ending<br>Date<br>(if Temporary) |
|-----|--|------|----------|---------|------------|----------------|--|-------------------------------------|----------------------------------|
| 1   | NW1/4 NW1/4                                      | 23   | 30 North | 21 West | Washington | 0.16           | Permanent  |                                     |                                  |
| 2   | SW1/4 NE1/4                                      | 24   | 30 North | 21 West | Washington | 0.31           | Permanent  |                                     |                                  |
| 3   | SE1/4 NE1/4                                      | 24   | 30 North | 21 West | Washington | 0.02           | Permanent  |                                     |                                  |
| 4   | SE1/4 NW1/4                                      | 24   | 30 North | 21 West | Washington | 0.11           | Permanent  |                                     |                                  |
| 5   | NE1/4 SE1/4                                      | 24   | 30 North | 21 West | Washington | 0.04           | Permanent  |                                     |                                  |
| 6   | NW1/4 NE1/4                                      | 24   | 30 North | 21 West | Washington | 0.06           | Permanent  |                                     |                                  |

5. Provide a detailed legal description and survey, engineering drawing or survey quality map for the requested easement. If government entity, include construction plans and profile drawings for easement applications that propose construction or re-construction, as indicated on Page 3 of this application.
6. If government entity, attach County Board or Township resolution, or other documentation that provides authority for the application and easement.
7. If you are not a government entity, provide a copy of the deed for your property that will be benefitted by the easement. Also, provide documentation of connecting easement(s) if the proposed easement does not directly connect your property to a public road.
8. Make check payable to the Department of Natural Resources, in the amount of \$2000 for the application fee. Send application, appropriate attachments, and application fee to Regional Office where easement is located. See page 4 for map and corresponding address.

Any written correspondence from the Department of Natural Resources relating to this proposed project must be included with this application and will become a part of this easement record. Environmental and archeological reviews must be completed before an easement is granted.

### Instructions for Completing Application for Easement across State Land

The DNR may grant permanent and temporary easements to governmental units under Minn. Stat., sec. 84.63 across all DNR-administered lands. The DNR may grant permanent and temporary road easements to individuals under Minn. Stat., sec. 84.631 on DNR administered lands other than trust fund lands. Road easements granted to individuals on school trust fund land are limited to a maximum term of fifty years. The DNR additionally has authority to grant easements under Minn. Stat., section 85.015, subd. 1b for pre-existing trail crossings.

**STEP 1. CONTACT THE DNR REGIONAL SUPERVISOR FOR THE DIVISION OF LANDS & MINERALS:** The Regional Supervisor will work with the DNR's Area Supervisor responsible for managing the land over which you are requesting an easement and can answer questions about the review process. Please refer to Page 4 of this application to identify the correct DNR region, based on the location of the land. The Regional Supervisor will refer you to the DNR Area Supervisor to discuss potential impacts to the state land.

**STEP 2. MEET ON-SITE WITH THE DNR AREA SUPERVISOR PRIOR TO SUBMITTING THE APPLICATION:** This meeting should occur in the conceptual stages of a project so the Area Supervisor's initial recommendations can be incorporated into project plans. Items for discussion may include land ownership, resource and environmental concerns, access routes, plans, drainage, erosion control, wetlands, re-vegetation, etc. Incorporating the Area Supervisor's recommendations will assist in expediting the DNR's review. After the easement application package is submitted, it will be reviewed by other divisions within the DNR. This will result in either a) approval, b) approval with additional recommendations and conditions, or c) denial of the easement.

**STEP 3. COMPLETE THE APPLICATION FOR EASEMENT ACROSS STATE LAND:** This checklist is to assist the applicant in completing the application. An easement number will be assigned by DNR, Division of Lands and Minerals staff upon receiving the completed application.

- ☒ **Name and Address:** Fill in the legal name(s) of the individual(s) or agency with whom the easement should be issued. Also, provide the mailing address and phone number(s).
- ☒ **Contact Person and Telephone Number:** When the applicant is represented by another party in obtaining the easement, that party should be identified by name, address and phone number. Otherwise, indicate a specific individual applicant or officer as the contact.
- ☒ **Easement Type:** Check the appropriate box.
- ☒ **Easement Details:** Starting at number one, number and describe each forty or government lot. Each forty or government lot crossed must be listed on a separate line. Separate the permanent easements from the temporary. Also, there must be a beginning and end dates if the easement is temporary.
- ☐ **Application Fee:** Include a check in the amount of \$2,000 for the application fee. This fee is to cover reasonable costs for reviewing the application and preparing the easement. Application fees will not be refunded even if the application is withdrawn or denied.

**STEP 4. PROVIDE THE REQUIRED APPLICATION ATTACHMENTS:**

- ☒ **Detailed legal description of easement (REQUIRED):** A legal description of the requested easement area shall be supplied, including the locations of the basis of the legal description.

- ☒ **Survey and/or detailed location map (REQUIRED):** A survey, engineering drawing, or survey quality map showing the location of the requested easement as well as the locations used in the legal description shall be included with the application.

**Additional Application Attachment Requirements for Government Entities:**

- Plans (REQUIRED):** Provide plans for construction, cross sections, erosion control, drainage, re-vegetation and other relevant documentation. These items must be included for public road projects. For other types of construction projects please contact the Regional Operations Supervisor to determine what plans will be required.
- ☒ **Resolution: (REQUIRED FOR ALL GOVERNMENT ENTITIES):** The application will be considered incomplete if submitted without a County or Township Board Resolution, or other documentation that provides authority for the application and easement.

**Additional Application Attachment Requirements for Individuals:**

- Deed (REQUIRED):** If the easement is to provide access to private land, include a copy of the current deed so the easement can be issued for the benefit of access to the property described on that deed.
- Segmented Easements (REQUIRED):** If the requested easement will not connect your ownership to a public road, provide documentation of existing or proposed easements necessary to connect the property to a public road.

**STEP 5. MAIL APPLICATION PACKET:** Mail one copy of the application, attachments, and \$2,000 application fee to the appropriate Regional Supervisor where easement request is located, as shown on the map on Page 4 of this application. If application is received without the application fee, the application will be returned.

**Additional and/or Follow-Up Attachments:**

- Environmental review documentation:** If the requested easement is part of a project for which an environmental assessment worksheet (EAW) or an environmental impact statement (EIS) is required or for which a petition for an EAW or EIS is under review, this easement is not valid until the environmental review is complete, consistent with Minnesota Rules, part 4410.3100. The outcome of the environmental review may affect work authorized by this easement.
- Funding restriction documentation:** Provide if DNR advises the easement is over land acquired with funding restrictions.
- Permits and approvals documentation:** Provide documentation and written correspondence pertaining to rules, regulations, requirements, or standards of any applicable federal, state, or local agencies; including, but not limited to, the U.S. Army Corps of Engineers, Board of Water and Soil Resources, MN Pollution Control Agency, watershed districts, water management organizations, county, city, and township zoning.
- Appraisal (optional):** The DNR may accept an appraisal done by an appraiser with the appropriate Minnesota license. The appraisal will need to meet USPAP guidelines and possibly Federal Aid guidelines. Please contact the Regional Operations Supervisor to determine if Federal Aid guidelines are applicable. The DNR will review the appraisal for acceptance. Submitting an acceptable appraisal may expedite the processing of the easement. The state will calculate the easement fee during the processing of easement if an appraisal is not submitted with the application.

*pre-existing crossings are free.*

**EASEMENT PROCESSING:**

Once the application is received, it will be assigned an easement number. An acknowledgment letter or email will be sent to the applicant or contact person indicating receipt of the application and the number assigned. The legal description will be reviewed by DNR for approval. Depending on how the property was obtained by the DNR, the application may need review and approval by Federal or other public agencies, which may delay processing of the easement. After the easement application package is submitted, it will be reviewed by other divisions within the DNR. This will result in either a) approval, b) approval with recommendations and conditions, or c) denial of the easement.

**EASEMENT FEE:** DNR Regional staff will review the easement application and complete a valuation of the land if an appraisal has not been submitted. If an appraisal has been submitted, it will be reviewed by the DNR and either accepted or rejected. The DNR will calculate an easement fee which is payment for the market value of the easement. The fee for a temporary easement is typically 50% of the market value, but can vary depending on the term of the easement and the impact to state land. There is no market value easement fee for pre-existing trail crossing easements.

**MONITORING FEE:** Applicants proposing projects that require the preparation of special terms and conditions and/or monitoring during construction can be assessed a Monitoring Fee. The Monitoring Fee may include projected costs for monitoring construction. DNR will determine if a monitoring fee is needed. DNR will provide the applicant with an estimate of the monitoring fee prior to assessment of the fee.

Once the valuation has been completed and all approvals are obtained, the applicant will be sent a letter asking for payment of the easement fee and, if applicable, the monitoring fee. DNR will not issue the easement document until the applicant has paid all fees in full. Once payment is received, the easement document will be prepared and signed by Division of Lands and Minerals. The applicant

will then be sent the completed easement. It is the applicant's responsibility to record the easement in the office of the county recorder.

Upon completion of construction of the improvement for which the easement was issued, DNR will refund the unused balance of any monitoring fee payment.

**Utilities:** Utilities may not cross DNR administered lands without a utility license to cross State lands. Utilities mean lines, cables, and conduits for telephone, fiber optic, or electric power, and pipelines for gases, liquids, or solids in suspension, and any other such items covered by the licensing requirements of Minnesota Statutes, section 84.415. Please request an Application for License to Cross Public Lands and Waters from the DNR website at [www.mndnr.gov](http://www.mndnr.gov).



EASEMENT DESCRIPTION  
BROWNS CREEK TRAIL (TRA00751)  
WASHINGTON COUNTY  
STATE OF MINNESOTA TO CITY OF GRANT  
0.70 ACRES

**KIMBRO AVENUE NORTH**

That portion of the former Northern Pacific Railway Company's, and former Burlington Northern Railroad Company's, Stillwater Line right-of-way (now Browns Creek State Trail) located in the Northeast Quarter of the Northwest Quarter of Section 23, Township 30 North, Range 21 West, Washington County, Minnesota, being a strip of land 66.00 feet in width lying 33.00 feet on each side of the following described center line:

Commencing at the north quarter corner of said Section 23; thence on an assumed bearing of South 00 degrees 23 minutes 29 seconds West along the east line of said Northeast Quarter of the Northwest Quarter, a distance of 575.76 feet to the north line of Parcel A according to the recorded plat of WASHINGTON COUNTY RIGHT OF WAY PLAT NO. 170-BROWNS CREEK TRAIL, as filed and of record in the Office of the Washington County Recorder's Office; thence South 82 degrees 52 minutes 37 seconds West, along the north line of said Parcel A, a distance of 501.27 feet to the POINT OF BEGINNING; thence South 22 degrees 40 minutes 44 seconds East, a distance of 38.45 feet; thence southeasterly on a tangential curve concave to the northeast, having a radius of 280.00 feet, a central angle of 13 degrees 59 minutes 02 seconds, a distance of 68.34 feet to the south line of said PARCEL A and there terminating.

The sidelines of said easement are to be prolonged or shortened as to terminate on the southerly and northerly lines of said Parcel A.

AND

**88TH STREET NORTH**

That portion of the former Northern Pacific Railway Company's, and former Burlington Northern Railroad Company's, Stillwater Line right-of-way (now Browns Creek State Trail) located in the Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter of Section 24, Township 30 North, Range 21 West, Washington County, Minnesota, described as follows:

Commencing at the northwest corner of said Section 24; thence on an assumed bearing of South 00 degrees 12 minutes 28 seconds West, along the west line of said Section 24, a distance of 80.99 feet to the north line of Parcel A according to the recorded plat of WASHINGTON COUNTY RIGHT OF WAY PLAT NO. 170-BROWNS CREEK TRAIL, as filed and of record in the Office of the Washington County Recorder's Office; thence South 83 degrees 44 minutes 00 seconds East, along the north line of said Parcel A, a distance of 109.35 feet; thence southeasterly, along the north line of said Parcel A, on a tangential curve concave to the southwest, having a radius of 1455.16 feet, a central angle of 26 degrees 28 minutes 11 seconds, a distance of 672.26 feet; thence South 57 degrees 15 minutes 49 seconds East, along the north line of said Parcel A, tangent to said curve, a distance of 853.93 feet; thence southeasterly, along the north line of said Parcel A, on a tangential curve concave to the southwest, having a radius of 1548.76 feet, a central angle of 27 degrees 47 minutes 02 seconds, a distance of 751.03 feet; thence South 29 degrees 28 minutes 47 seconds East, along the north line of said Parcel A, tangent to said curve, a distance of 148.70 feet; thence southeasterly, along the north line of said Parcel A, on a tangential curve concave to the northeast, having a radius of 1347.02 feet, a central

angle of 35 degrees 41 minutes 58 seconds, a distance of 839.29 feet; thence South 65 degrees 10 minutes 45 seconds East, along the north line of said Parcel A, tangent to said curve, a distance of 133.13 feet to the POINT OF BEGINNING; thence continuing South 65 degrees 10 minutes 45 seconds East, along the north line of said Parcel A, a distance of 95.73 feet; thence South 69 degrees 25 minutes 39 seconds West, a distance of 63.84 feet; thence South 76 degrees 57 minutes 14 seconds West, a distance of 88.86 feet to the south line of said Parcel A; thence North 65 degrees 10 minutes 45 seconds West, along the south line of said Parcel A, a distance of 113.96 feet; thence northwesterly, along the south line of said Parcel A, on a tangential curve concave to the northeast, having a radius of 1447.02 feet, a central angle of 09 degrees 00 minutes 32 seconds, a distance of 227.52 feet; thence South 69 degrees 26 minutes 40 seconds East, not tangent to said curve, a distance of 227.24 feet; thence northeasterly on a tangential curve, concave to the north, having a radius of 185.00 feet, central angle of 34 degrees 36 minutes 07 seconds, a distance of 111.72 feet; thence North 75 degrees 57 minutes 13 seconds East, tangent to said curve, a distance of 39.53 feet to the point of beginning.

AND

#### LOFTON AVENUE NORTH

That portion of the former Northern Pacific Railway Company's, and former Burlington Northern Railroad Company's, Stillwater Line right-of-way (now Browns Creek State Trail) located in the Southwest Quarter of the Southeast Quarter of the Northeast Quarter, the Northeast Quarter of the Southeast Quarter, the Northeast Quarter of the Northwest Quarter of the Southeast Quarter, and the Southwest Quarter of the Northeast Quarter of Section 24, Township 30 North, Range 21 West, Washington County, Minnesota, being a strip of land 66.00 feet in width lying 33.00 feet on each side of the following described center line:

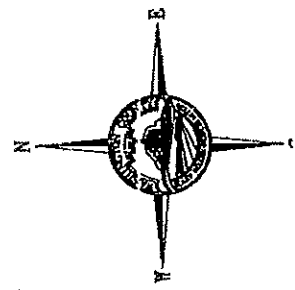
Commencing at the east quarter corner of said Section 24; thence on an assumed bearing of South 00 degrees 03 minutes 22 seconds East along the east line of said Northeast Quarter of the Southeast Quarter, a distance of 19.97 feet; thence North 89 degrees 32 minutes 34 seconds West, a distance of 213.51 feet to the northeast corner of Parcel A according to the recorded plat of WASHINGTON COUNTY RIGHT OF WAY PLAT NO. 170-BROWNS CREEK TRAIL, as filed and of record in the Office of the Washington County Recorder's Office; thence North 89 degrees 32 minutes 34 seconds West, along the north line of said Parcel A, a distance of 753.22 feet; thence continuing westerly along the north line of said Parcel A on a tangential curve concave to the north, having a radius of 1860.08 feet, a central angle of 11 degrees 14 minutes 05 seconds, a distance of 364.73 feet to the POINT OF BEGINNING; thence South 00 degrees 03 minutes 41 seconds East, a distance of 102.03 feet to the south line of said Parcel A and there terminating.

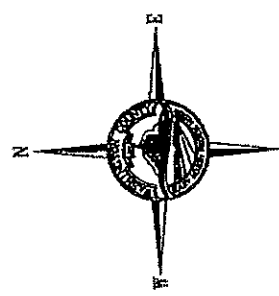
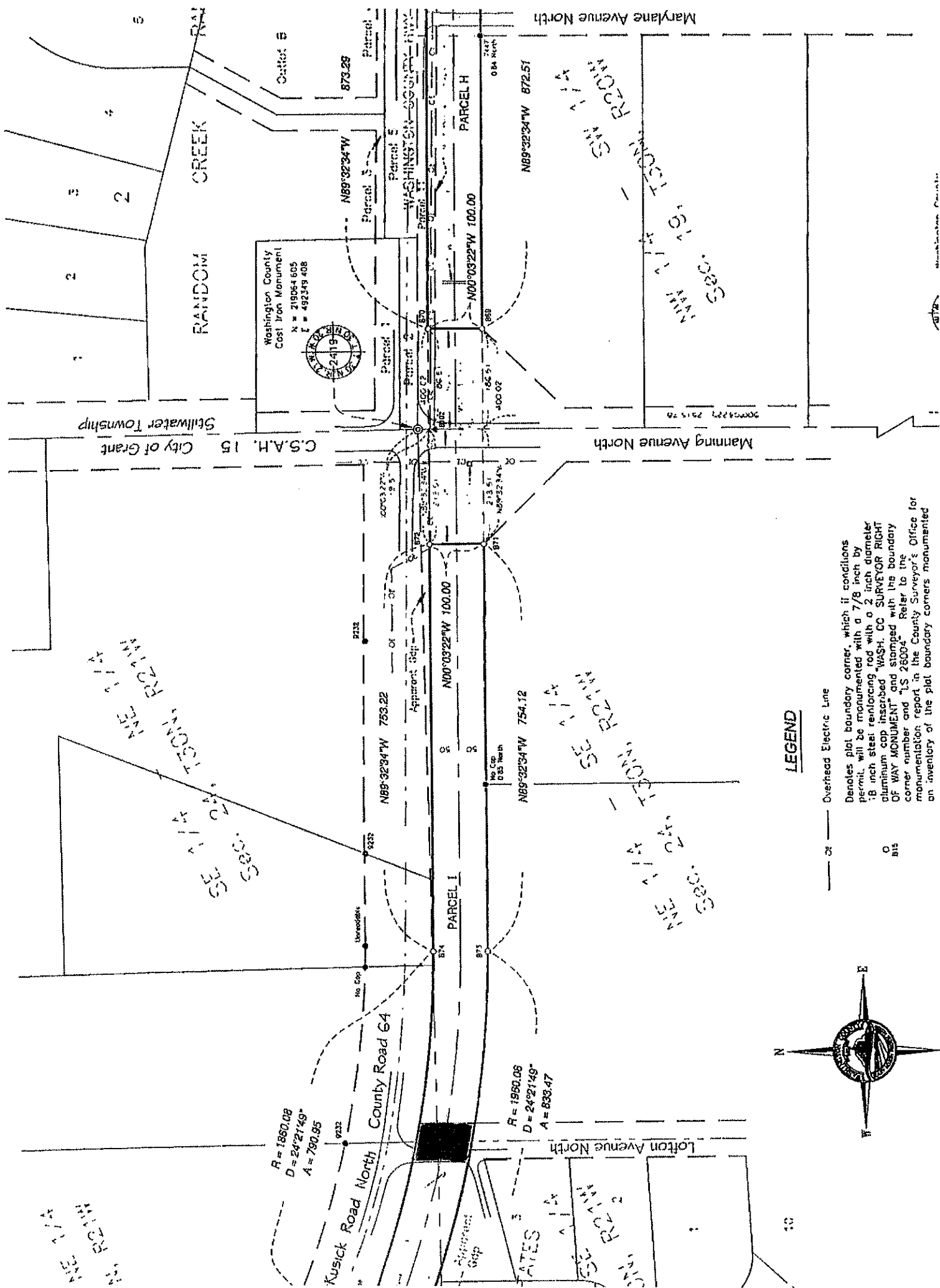
The sidelines of said easement are to be prolonged or shortened as to terminate on the northerly and southerly lines of said Parcel A.

PREPARED BY: WAYNE A. LUKACHEK & BRUCE W. SHEPPERD 09/25/2013









# LEGEND

— Overhead Electric Line

Denotes plot boundary corner, which if conditions permit, will be monumented with a 7/8 inch by 1/8 inch steel reinforcing rod with a 2 inch diameter aluminum cap inscribed "WASH. CO SURVEYOR RIGHT OF WAY MONUMENT" and stamped with the boundary corner number and "LS 28004". Refer to the monumentation report in the County Surveyor's Office for an inventory of the plot boundary corners monumented

O  
B15

**RESOLUTION NO. 2014-09**

**CITY OF GRANT  
WASHINGTON COUNTY, MINNESOTA**

**A RESOLUTION APPROVING THE APPLICATION FOR ACQUISITION OF  
EASEMENTS FROM THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES  
ASSOCIATED WITH LANDS RELATED TO THE DEVELOPMENT  
OF THE BROWNS CREEK STATE TRAIL**

**WHEREAS**, the Minnesota Department of Natural Resources is in the process of developing and constructing the Browns Creek State Trail ("Trail") which will connect the Gateway State Trail with the St. Croix National Scenic Riverway and will be partially located within the City of Grant ("City"); and

**WHEREAS**, the Survey Unit for the Minnesota Department of Natural Resources has recently completed its survey of the property in the City on which the Trail will be located; and

**WHEREAS**, three of the public roadways maintained by the City of Grant, Kimbro Avenue North, 88<sup>th</sup> Street North and Lofton Avenue North, cross property owned by the State of Minnesota, and associated with the Trail right-of-way, which require the City to obtain roadway easements for the purpose of clarifying the City's authority to use and maintain the public roadways in their current locations; and

**WHEREAS**, the Minnesota Department of Natural Resources requires the submission of an application for the review and consideration of the granting of easements over public lands along with a one-time fee of \$2,000.00; and

**WHEREAS**, the City of Grant has an interest in efficiently obtaining easement rights over state land crossings and has agreed to make application for the easements identified by the Minnesota Department of Natural Resources; and

**WHEREAS**, the City Engineer has completed the Application for Easement across State Land on the City's behalf and has provided the Application to the City Council for its review; and

**WHEREAS**, the City Council has reviewed the Application and considers it to be in the best interests of the residents of the City of Grant to file the Application seeking acquisition of the easements related to the Kimbro Avenue North, 88<sup>th</sup> Street North and Lofton Avenue North crossings.

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

1. The City Council hereby approves the submission of the Application for Easement across State Land ass prepared by the City Engineer.
2. The City Council hereby approves the payment of \$2,000.00 as the required application fee for the Department of Natural Resources' review and consideration of the Application.
3. The City Administrator/Clerk and City Engineer, upon further request of the Minnesota Department of Natural Resources, will undertake such further actions related to the Application as are deemed necessary and appropriate.

Passed and adopted by the City Council for the City of Grant, Minnesota this 1st day of April, 2014.

\_\_\_\_\_  
Tom Carr, Mayor

ATTEST:

\_\_\_\_\_  
Kim Points, City Administrator/Clerk

## STAFF REPORT

**TO:** Mayor & City Council Members  
 Kim Points, City Clerk  
 Nick Vivian, City Attorney  
  
**From:** Jennifer Haskamp

**Date:** March 20, 2014  
  
**RE:** CUP to Operate Rural Event Facility  
 at 7373 120<sup>th</sup> Street N., Grant, MN

### Background

The proposed application is for a Conditional Use Permit (CUP) to operate a rural event facility on the subject site primarily hosting weddings throughout the spring, summer and fall season. Prior to submitting this application for a CUP, the Applicant went through the City's process to amend the City's zoning ordinance to allow for such use, now defined as Rural Event Facilities, in the A1 and A2 zoning districts. In January, the City Council approved the text amendment to the zoning ordinance; as such the Applicant has now submitted this application for review related to the specific proposed facility. A duly noticed public hearing was posted for April 1<sup>st</sup>, 2014, for consideration and comment of the public related to this application.

### Project Summary

|   |                                       |
|---|---------------------------------------|
| Applicant: Afton Architects & Planners, Ltd.  | Site Size: 37.14 Acres                |
| Zoning & Land Use: A-1  | Request: Conditional Use Permit (CUP) |
| Location (PIDs):<br>0503021210005 – Dellwood Wedding Barn (Rural Event Facility), parking, Informal Gathering space, etc. (23.72 acres)<br>0503021210004 – Outdoor Ceremony space, new drainfield for Wedding Barn facility bathrooms |                                       |

The Applicant, Afton Architects & Planners is requesting approval of a CUP to renovate the existing barn on the subject site for the purposes of operating a rural event facility, to be called the Dellwood Wedding Barn. The following summary is provided regarding key aspects of the application with respect to the site:

Renovate Existing Barn: The proposed rural event facility will operate from the existing historic barn on the subject site which is located near the northeastern edge of PID 0503021210005 (see Figure A4 in attached Plan Set for barn elevation). The existing barn would be renovated to meet commercial building standards in compliance with facility type and operations. Specifically the Applicant is proposing to add two (2) exit doors with illuminated signage on the main level of the barn; add ADA compliant mens's and women's bathrooms and associated septic systems. Additionally, prior to any structural modifications occur the Applicant will perform a structural analysis to ensure safety of the building. The overall character and design of the barn would remain consistent and would not have any significant façade alterations as a part of this application.

Main Access and Parking: The Applicant proposes to utilize the existing dual access driveway from 120<sup>th</sup> Street North, which would be connected to the proposed parking lot to serve the facility (see Sheet A2 in attached Plan Set for the site plan). The Applicant proposes a gravel parking lot west of the Wedding Barn, with area for approximately 100 cars, which would be connected to the facility with a new gravel walking path. There are no improvements to the driveway or access proposed within the application.

Stormwater Control/Ponding: The applicant is proposing to construct and manage the increased stormwater due to the additional impervious surface area created onsite due to the parking lot in an area directly south of the proposed parking lot area (depicted on Sheet A2).

Operations: The Applicant has proposed to convert the existing historic barn onsite for a Rural Event Facility to be called the "Dellwood Wedding Barn." The narrative submitted provides the following information with respect to the proposed operations of the facility:

- Open seasonally from May 1<sup>st</sup> to October 31<sup>st</sup> of each year.
- Facility designed to accommodate up to 300 guests
- Ceremonies and informal gatherings would be held inside the barn, outdoors on the front lawn or in the back pasture. Usage of outdoor tents may be utilized, depending on the event.
- Food and liquor will be served at the facility, and catered by licensed vendors with no on-site kitchen.
- Bands and DJs will perform inside the barn only, and amplification is proposed to end by 11 PM for each event.
- Outdoor ceremonies may be amplified using an outdoor portable speaker system.
- A security officer is proposed to be present from 8 PM to 12 AM during all events.

### Review Criteria

According to the City Code the proposed uses require a Conditional Use Permit. The City Code states the following for consideration when reviewing a Conditional Use Permit (32-141):

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

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

Further, Section 32-352 identifies specific performance standards for Rural Event Facilities which must be addressed in the application and analysis. The performance standards address site and operational issues such as parking, noise, utilities, and other relevant issues which must be addressed in the submittal.

In order to determine the appropriateness of the proposed CUP, the proposal will be reviewed for compliance and consistency with adjacent uses, the zoning district regulations, the performance standards, and other supplemental regulations.

## Existing Site Conditions

The site is located in the far northwestern corner of the community and the parcel is bordered by the City of Hugo to the north, and the City of Dellwood to the south. The following existing site conditions are present on each of the PIDs as referenced above (See the figure identified as Existing Conditions in the attached plan set for reference):

0503021210005 – The parcel is described as Lot 5 of the Meadowlark Subdivision and is the northwestern most parcel of the Subdivision. The parcel is approximately 23.72 acres, is irregular in shape, and located southeast of 120<sup>th</sup> Street North which forms a curvilinear border on the north and west property line. The parcel includes an existing house (principal structure); the existing historic barn (proposed Wedding Barn) which is approximately 3,800 square feet; three existing out buildings that total approximately 7,200 square feet; and an existing corn crib which is approximately 820 square feet. The home and buildings are accessed from an existing gravel driveway that is connected to 120<sup>th</sup> Street North in two locations and is approximately 12-feet wide. Connected to the driveway is an existing graveled area between the home and existing barn and pole buildings. All of the structures are located in the northeastern quadrant of the parcel, with the south half generally comprised of open space and a fairly significant wetland complex. There is an existing PVC fence on the property currently enclosing an area to the west of the pole buildings and south of the existing driveway. There are approximately 19 existing evergreens that are located within the existing fence line that appear to have been planted. Additionally, there is some sparse vegetation located throughout the site.

0503021210004 – The parcel is described as Lot 4 of the Meadowlark Subdivision and is adjacent, and to the east, of Lot 5 described above. The parcel is approximately 13.42 Acres, is slightly irregular in shape, but generally runs north-south with its northern property line bordered by 120<sup>th</sup> Street North. The parcel does not have a principal structure and for purposes of this review is considered in combination with Lot 5. The parcel has three existing outbuildings that total approximately 3,425 square feet, and are located in the northwest corner of the property. There is an existing wood fence that extends from the Barn located on Lot 5 and encompasses the outbuildings on Lot 4. The majority of the site is generally open, with some sparse vegetation and a wetland area near the southwestern property line.

## Comprehensive Plan Review

The site is guided A-1 Large Scale Agricultural which calls for large lot single-family residential and low density uses. In order to remain consistent with the land use plan, appropriate protection of existing neighborhoods should be considered particularly for properties located to the south within the Meadowlark Subdivision, to the north located in the City of Hugo, and for the adjacent neighbor immediately to the east of the Barn. The nearby properties in the City of Hugo and Dellwood are located on somewhat smaller lots than typically found in Grant, and protection of those existing neighborhoods should be considered with respect to the use and appropriate conditions placed on the proposed use.

## Zoning/Site Review

The City of Grant zoning ordinance recently amended its ordinance to permit Rural Event Facilities within the A1 zoning district with the issuance of a Conditional Use Permit. The following review is provided with



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

### Dimensional Standards

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

| Dimension   | Standard  |
|---|---|
| Lot Size  | 5 acres   |
| Frontage – Per Sections 32-245 & 32-352)                        | County/State Road and 300'                      |
| Front yard - centerline of County Road<br>(Principal Structure) | 150'  |
| Front Yard Setback  | 65'   |
| Side Yard Setback (Per Section 32-352)                          | 100'  |
| Rear Yard Setback   | 25'   |
| Height of Structure   | 35'   |
| Fence   | May be on property line, but not within any ROW |
| Driveway Setback  | 5'  |
| Parking Lot setback   | 10' from ROW                                    |
| Wetland Setback Structure (Buffer)                              | 75' (50')                                       |
| Impervious surface coverage                                     | 50%   |
| Floor Area Ratio  | 30%   |

Wedding Barn Facility (Setbacks & Frontage): The existing barn is located approximately 140-feet from the centerline of 120<sup>th</sup> Street North, and 65-feet from the front yard property line. The Barn is approximately 58-feet from the east property line, 425-feet from the west property line, and more than 1000-feet from the rear (south) property line. Per the performance standards for Rural Event Facilities, the facility shall be located at least 100-feet from any side-yard lot line. Although the barn is only 58-feet from the side yard lot line of Lot 5, for purposes of this analysis Lot 4 is also considered. When calculating the side yard setback when Lot 4 is included the Barn is approximately 480-feet from the eastern side yard property line. *The existing Barn meets all setbacks as required by the City's zoning ordinance, provided both Lot 4 and 5 are considered.*

Lot 5 has approximately 600-feet of frontage along 120<sup>th</sup> Street N (from eastern property line to center of curve) and Lot 4 has approximately 400-feet of frontage on 120<sup>th</sup> Street N is also CR-7, a Washington County Roadway. *The property meets the City's Standards for the Rural Event Facility to be located on a County or State Road, and exceeds the required frontage.*

Parking Lot  
(Location):

The proposed parking lot is oriented northwest to southeast and generally follows the alignment of the existing driveway. The parking lot is setback approximately 65' property line and is setback outside of the right-of-way designated for 120<sup>th</sup> Street North. *The proposed parking lot location for the wedding barn meets and exceeds the setback requirements identified within the City's zoning ordinance. See Attached Engineering Report prepared by WSB with respect to the Parking Lot design.*

Parking:

The City's zoning ordinance does not have a specific parking standard for Rural Event Facilities; however, there are two similar uses that can be used to determine an adequate number of stalls to serve the facility. The Ordinance identifies Churches and Places of Assembly, which requires 1 parking space for every 3 patrons, based upon the maximum capacity of the facility. Additionally, the Event Facility will be serving food and beverage, which would be similar to the parking needs for a Restaurant/Bar/Café, which per ordinance requires 1 parking space for every 2 ½ seats. For purposes of this analysis, the range is provided to demonstrate approximately how many spaces should be provided. The Applicant stated within the narrative that the facility would have a maximum capacity of 300, and based upon this analysis would be required to provide between 100 and 120 parking spaces per ordinance. The following table summarizes what is demonstrated on the site plan.

| <u>Parking Area</u>   | <u>Number of Stalls</u> |
|-----------------------|-------------------------|
| Primary Parking Lot   | 96                      |
| <i>Total Handicap</i> | <i>4</i>                |
| <i>Total</i>          | <i>100</i>              |

As stated within the narrative, and depicted on the site plan, the Applicant is proposing a gravel parking lot to serve the facility. The City Engineer has reviewed the design of the proposed parking lot and his comments are attached to this report for your review and consideration. *Based upon the review of the Engineer and the City's ordinances, the proposed gravel parking lot does not meet the standards as specified in Section 32-373. However, staff does believe that the number of stalls and parking design layout would likely adequately serve the facility, provided alterations could be made to the plan to accommodate the parking stalls that would be necessary to meet ADA compliance standards.*

Driveway/Circulation:

The application proposes to utilize the existing driveway and has not identified any additional improvements to be made to the existing condition. The driveway is currently U-shaped and connects in two locations around the curve on 120<sup>th</sup> Street North. The eastern most entrance would likely be the primary entrance into the facility and is located near the existing barn. The driveway is located more than

65-feet from the property line, except for those locations which cross the right-of-way easement area. Deliveries would utilize the existing graveled area around the barn facility and would then utilize the driveway to exit the site. 120<sup>th</sup> Street North is a County Road, and as such a plan set was forwarded to Washington County transportation for their review and comment. At the time of this staff report, formal comments from the County had not been received; staff will forward their correspondence as soon as they are provided. The City Engineer has also reviewed the existing driveway and has recommended that the access driveway be brought up to a fire lane standard, which require widening the existing driveway (see attached City Engineer's memo). *The driveway, as currently located, meets the setback requirements as identified within the City's zoning ordinance. The Applicant shall be required to obtain all necessary access permits from Washington County, and respond to any of their additional requirements (if applicable). Additionally, the City Engineer's comments and conditions regarding the access driveway must be reflected in a revised plan set, and submitted for review and approval.*

- Building Height: The existing barn is 35-feet tall exclusive of ornamentation, where height is defined by the City's Ordinance as "the vertical distance between the lowest grade level at the building line and the uppermost portion of the roof." Per City Ordinance, Barn height may exceed 35-feet, and while the majority of structure fits within the standard, the ornamentation does exceed that height based upon the submitted plan set. *The existing building meets the City's standards for height.*
- FAR and Coverage: When considering all impervious surface area, including the proposed parking lot, there is a total of approximately 73,475 square feet of coverage which is equivalent to approximately 1.7 Acres. When considering the total area of the Parcels (Lot 4 and 5) the total acreage is 37.14 which is then equivalent to  $1.7/37.14 = 4.8\%$  coverage. When considering the floor area ratio, the parking lot and drive aisles are excluded which results in approximately 15,245 square feet of building area, which is equivalent to less than 1% FAR. *The proposed site plan meets the City's ordinance standards for Coverage and FAR.*
- Septic System: The Barn renovations includes the addition of a women's restroom that is designed for three (3) stalls, and a men's restroom that is designed for two (2) urinals and one (1) toilet. As a result of this addition, the septic system must be upgraded to adequately serve the new restrooms. The Applicant has submitted preliminary septic design information, including borings, to the County for their review and consideration. At the time of this staff report, formal comment from the County had not been received. Staff will forward any comments as soon as they are

received. *All appropriate permits, including full installation and design of the system shall be completed in compliance with Washington County standards and shall be fully operational prior to opening of the facility.*

#### Lighting

Section 32-321 Lighting, Light Fixtures and Glare addresses lighting standards of off-street parking areas and indicates that no more than 1 footcandle may be emitted on a public street, and no more than 0.4 footcandles on adjacent residential property. There are three (3) 25-foot tall light poles, each with 2 metal halide fixtures, proposed to illuminate the parking lot. Submitted (and Attached) with the application is the Figure entitled "Exterior Lighting Study" which demonstrates the footcandles emitted from the proposed light fixtures, which based upon the analysis would be at 0.0 footcandles at the property line and on any residential property. The City's guidelines indicate a maximum height of 25', and the proposed fixtures as depicted on the site plan would meet this condition. As indicated on the plan set, there are no other proposed light fixtures, but the existing lighting would remain near the Barn and provide illumination to that area. *Based upon the plan submitted, the proposed lighting plan for the parking area would meet the City's zoning ordinance standards.*

#### Landscaping/Plantings

Section 32-318 addresses screening of properties when any business is adjacent to property zoned for residential uses. The section of the code states that the business shall provide screening along the boundary of the residential property. Although the principal use continues to be used for residential purposes, the conversion of the Barn to the wedding venue will make the property more commercial in nature. As such it is reasonable to considering landscaping and plantings to help screen the proposed activities from adjacent neighbors. As submitted the Applicant has proposed to relocate approximately 19 existing 3"caliper evergreens to the north boundary of the parking lot. The plan includes fencing along the perimeter of the parking area which would offer some screening of the parking lot from adjacent owners. *Based upon the plan submitted it appears that the parking area would be well screened, however, consideration should be given as to whether or not the combination of fencing and/or vegetation is adequate or if additional consideration to vegetation (particularly near the parking lot) should be considered. Also, planting/screening should be considered in front of the Wedding Barn and near the proposed outdoor ceremony site due to the proposed outdoor activities in these areas. Staff would recommend preparation of a landscape plan that would help mitigate potential impact to adjacent properties.*

#### Signage

The Applicant has indicated in the narrative that they would like to install one permanent non-illuminated sign that will not exceed 32 square feet, which would identify the business "Dellwood Wedding Barn". Section 32-418 states that signs

in residential districts shall be limited to, "Not more than a total of 16 square feet with a four foot maximum for any dimension except as otherwise restricted in this section. Total square feet of all signs shall not exceed 32 square feet per lot."

*Although a specific design has not been submitted, a condition which would address any future signs and that the must be in compliance with the standards set forth in the Ordinance for rural residential uses should be included.*

Hours of Operation

The Applicant is proposing to operate the facility seasonally between May 1<sup>st</sup> and October 31<sup>st</sup> of each year. As proposed, hours of operations Sunday through Thursday would be from 8AM to 11PM, and Friday and Saturdays from 8AM to 12AM. The hours of operation on the weekdays, in particular, seem as though they might be a bit intrusive particularly given the adjacent neighborhoods and proposed amplification of events within the facility. *As such staff would recommend discussing appropriate hours of operation, amplification, and what might be reasonable with respect to the business and similarly operated facilities within the community (for example, hours of operation at golf club houses where weddings/events are also held).*

Noise/Amplification

The Applicant is proposing to have amplified music, such as bands and DJs, at events and proposes to end at 11 PM on all nights. The Applicant has also stated that they would like to have amplification of ceremonies outside and would potentially use a portable speaker system in these situations. Section 32-352 states, "Sound amplification is permitted for ceremonies whether located within the rural event facility or on the grounds. All other sound amplification is permitted only within the facility's building, and must adhere to all local and County sound ordinances. Events shall not generate noise that unreasonably annoys, disturbs, or endangers the comfort of peace of any persons, or precludes their enjoyment of property or affects their property's value." There a few adjacent homes that have the greatest potential for impact and are largely located north of 120<sup>th</sup> Street North, and the adjacent property to the east. Sheet A3 of the plan set shows that there are two existing sliding barn doors along the north façade of the Barn, and two proposed fire exits. If these doors are open during events, the noise could travel, and affect the adjacent properties to the north. Consideration to mitigating the noise particularly to the north should be considered. In addition, the proposed outdoor ceremony site to the east of the barn could also disturb the adjacent property owner. *Proper mitigation should be discussed at the meeting, and recommendations of how to address the potential noise impact included within an updated site plan (if necessary) or through appropriate conditions.*

## Engineering Standards

A full engineering report and analysis is attached from your review and consideration. Primary issues identified within the Engineering Report include analysis of the Parking Lot design and subsequent Stormwater Management.

## Other Agency Review

The property is located within the Rice Creek Watershed District, and the plans have been submitted for their review and consideration. The Applicant provided a copy of their submittal to RCWD with their application, and the City Engineer has reviewed it. However, the RCWD is not set to review the application until their April meeting, so no formal comments/recommendations have been received. Washington County transportation is also reviewing the application, as well as Washington County environmental services for the septic design. Staff also forwarded the Application and plan set to the Sheriff's department and Fire department for comments and recommendations. The Sheriff's response is attached to the staff report, and staff will forward the Fire Departments comments when received.

## Draft Findings and Recommendations

The following draft recommendations and findings are for your consideration and discussion as a starting point. The following can be modified, deleted, added to, etc., depending on the public testimony and discretion of the council.

- Consideration of the hours of the operations, particularly with respect to weeknights should be considered and discussed so as to protect the enjoyment and welfare of adjacent properties.
- Potential mitigation of noise generated from the events and amplification should be reviewed and discussed, and a formal recommendation made, if desired. Some potential mitigation to consider may include, but not be limited to:
  - Construction of a berm along northern boundary to help mitigate visual access and sound traveling.
  - Reducing the hours of amplification
  - Planting of additional vegetation
  - Condition that doors must remain closed at all times during times when amplification is present.
  - No amplification on weekdays, and limited hours on weekends
- Revisions to the parking lot design must be completed and submitted to the City Engineer for review and approval prior to any construction occurring.
- City Engineer's modifications must be addressed, and updated plans reflecting any proposed changes submitted for review and approval prior to hosting any events.
- All access and driveway permits must be obtained from Washington County prior to operations
- All necessary permits from RCWD must be obtained prior to issuance of a grading or building permit for construction of the parking lot.
- Septic design and permit must be obtained from Washington County prior to hosting any events.

- The Parking lot must be installed prior to hosting any events.
- Any future signage onsite may not be illuminated and must meet the City's ordinances and regulations in place at time of proposal.
- A building permit must be obtained prior to commencing any renovations on the proposed facility (Wedding Barn).
- All proposed renovations, as depicted in the submitted plan set, must be completed prior to hosting any events at the facility.
- All vendors, including food and beverage, must be licensed within Washington County prior to serving at any event.
- A security officer shall be onsite during all events from 8 PM until 12 AM

**Action requested:**

Staff is requesting direction from the Council to prepare a Resolution reflecting one of the following options:

- Resolution of Approval with Draft Conditional Use Permit
- Resolution Denial with Findings

***Attachments***

Applicant's CUP Narrative

Dellwood Wedding Barn Renovation Plan Set

City Engineer's Memo, WSB, March 19, 2014

Email from Ms. Van Klei, Washington County Sheriff's Office, March 18, 2014

## **Memorandum**

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

CC: Jennifer Haskamp, City Planner

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

Date: March 19, 2014

Re: Wedding Barn: Engineering Plan Review

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### **SUBMITTAL:**

Plans were prepared by Afton Architects & Planners, Ltd. are dated February 27, 2014.  
Engineering review comments were generated from the following documents included in the submittal:

- CUP transmittal & narrative and application
- Watershed transmittal, permit application and drawings
- Site plans including:
  - Existing conditions
  - Site plan
  - Grading & erosion control plan
  - Building plans
  - Lighting plan
- Pre-development and post development HydroCAD models

### **SITE PLAN COMMENTS:**

1. The existing driveway access locations and the change in driveway use are required to be approved by Washington County.
2. The existing driveway, access points, site, and buildings should be reviewed by the Fire Marshal to ensure that the site is in compliance with fire code requirements.
3. The existing driveway access should be widened to a minimum width of 20 feet. This will prevent congestion issues internal to the site by allowing two-way traffic.
4. "No Parking" signs are required to be placed along the driveway to ensure that parking occurs in the parking lot.
5. The fence on the south side of the parking area is shown on the plan to remain in place. The fence will need to be relocated due to the site grading and pond grading. The plan should be updated with a revised location for the fence.
6. Signage for the ADA parking spaces is required.
7. The proposed contours on the north and east sides of the parking lot appear to be incorrect and are required to be revised.



#### **PARKING LOT COMMENTS:**

8. The proposed gravel parking lot does not meet the City's requirements for an off-street parking area with a durable and dustless surface. The applicant has stated in the CUP narrative that the gravel surface will be treated with calcium chloride once per year. Due to the amount of traffic anticipated with the parking lot, one treatment is not believed to be adequate to provide a dustless surface. Listed below is the section of City Code related to the requirement for a dustless off-street parking surface.

*Sec 32-373 Surface and drainage: Off-street parking area shall be improved with a durable and dustless surface. Such areas shall be so graded and drained as to dispose of all surface water accumulation within the parking area. Durable and dustless surface may include crushed rock and similar treatment for parking accessory to one unit residential structures; all other uses shall utilize asphalt, concrete or a reasonable substitute surface as approved by the city engineer.*

The following are additional issues due to the proposed gravel surface in the parking lot.

9. The ADA parking is located in the gravel parking lot. The surface type does not meet ADA requirements. The parking spaces are required to be in compliance with ADA requirements. This includes a paved path from the parking spaces to the venue.
10. A parking plan should be provided to explain how applicant will ensure that guest will park as shown in the layout. It is assumed that the gravel surface will not be striped for parking spaces which may change the layout of the drive lanes.
11. The gravel parking lot is proposed to drain from north to south and erosion issues are likely due to the large amount of runoff area. Permanent erosion control methods are required to be incorporated into the plan.

#### **STORMWATER MANAGEMENT COMMENTS:**

12. A stormwater permit is required from the Rice Creek Watershed District (RCWD). The applicant has already submitted a plan for review.
13. An erosion and sediment control plan needs to be submitted which meets the requirements of RCWD Rule D and City Erosion Control Ordinances.
14. It appears that the east and west sides of the parking lot are not directed to the ponding area. A swale or pipe with curb and gutter is required to direct the new impervious areas to the ponding area. The swale or pipe design should include a conveyance method that prevents erosion along the side slopes of the pond.
15. The plan is required to show the total amount of area included within the silt fence to verify if an NPDES permit is required. If required, the applicant shall submit the approved permit to the City.
16. High water elevations, pipe elevations, emergency overflow routes, and drainage routes are required to be shown on the grading plan.
17. The outlet culvert in the stormwater model shows 6-inch CMP pipe. The minimum lateral pipe diameter should be 12 inches.
18. A stormwater management plan is required that includes calculations for 2.5-inch rainfall event to ensure stormwater pond is appropriately sized. A table summarizing pre and post development discharge rates for the 2, 10, 100-year, 24-hour rainfall events is also required.

Should you have any questions or comments regarding the items listed above, please contact me at 763-512-5245.



Jennifer Haskamp &lt;jhaskamp@swansonhaskamp.com&gt;

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## Wedding Venue Review for Fire/Police

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Administrator/Clerk &lt;clerk@cityofgrant.us&gt;

Tue, Mar 18, 2014 at 10:06 AM

To: Jennifer Haskamp &lt;jhaskamp@swansonhaskamp.com&gt;

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**From:** Lonnie VanKlei [mailto:Lonnie.VanKlei@co.washington.mn.us]
**Sent:** Tuesday, March 18, 2014 5:45 AM**To:** 'clerk@cityofgrant.us'**Subject:** RE: Wedding Venue Review for Fire/Police

Ms. Haskamp,

I have reviewed the CUP and drawings and believe the recommendation and improvements would provide for all things required for operations from a law enforcement perspective if we were to provide coverage for the security officer assigned to detail with general crowd control, parking issues and/or entrance and exit onto Co Rd 7 which would reflect on the impact to the area traffic.

This operation would be similar to other venues within Washington County. I invite you to contact me if you have any questions. I am assigned as the Washington County Sheriff's Office Off-Duty Coordinator by Sheriff Hutton and review and I assist venues with security directives based on use and assignment of an off duty deputy to each venue.

*Lonnie Van Klei*

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## CUP NARRATIVE

**TO:** City of Grant, Minnesota

**DATE:** February 27, 2014

**PROJECT:** Dellwood Barn Renovation

**AAPL#:** 13-114.00

The site is located at 7373 120<sup>th</sup> Street North in Grant, MN and encompasses Lot 5 of the Meadowlark Preserve. It is 23.72 acres and is zoned A-1. The site has residential properties larger than 1 acre in size on all sides.

The site was previously used as a dairy farm. The barn is currently vacant. There are four accessory-use outbuildings on the site. The owner lives in a single family home on the site.

We propose that the site be developed as a seasonal *Rural Event Facility*. This use supports the goals of the *Comprehensive Plan* by protecting Grant's rural character. Re-purposing the existing barn contributes to the preservation of agricultural land, facilities & lifestyles. The proposed use will not negatively affect the general welfare, public health or safety.

The property is screened from neighbors by trees & elevation changes. Access to the property is off County Rd 7 and will not increase traffic through any neighborhood. All parking will be accommodated within the property.

The owner intends to use the facility as follows:

- Host special events & receptions in the barn.
- 250-300 guests
- Open seasonally between May 1st and October 31st.
- Hours of operation:
  - 8 am-11:00 pm Sunday – Thursday
  - 8 am-12:00 am Friday and Saturday
- Ceremonies and informal gatherings may be held outdoors on the front lawn or the back pasture. A temporary canopy tent may be used for these functions.
- Small catering tent (5'x10') may be located in the front yard.
- Food & liquor will be catered by outside licensed vendors.
- Noise will be monitored & controlled to comply with the city's zoning ordinance:
  - Bands & DJs will perform inside the barn only.
  - Amplified music will end at 11:00 pm.
  - Outdoor ceremonies may use a Portable Speaker System.
- A security officer will be present 8 pm -12 am during events.
- One permanent non-illuminated business sign, 32 sf max, will be posted along the driveway near the parking lot.
- Two temporary signs may be posted during special events at each end of the driveway, 16 sf maximum each.

The owner will make improvements to meet codes and ordinances as follows:

- Add (2) exit doors with illuminated exit signs at the main level of the barn.
- Add ADA compliant men's and women's toilet rooms along with a new septic system.
- Perform structural analysis of existing barn and make improvements to meet commercial building codes.
- Add 100 car parking lot including (4) ADA compliant parking spaces.
- Treat gravel parking surfaces to reduce dust using Envirotech Services, Inc. (recommended treatment: calcium chloride solution applied once a year).
- Meet storm water management & erosion control requirements of Rice Creek Watershed District.
- Add (3)-25'H light poles w/ (2) fixtures each at the new parking lot, (2)-12' light poles w/ (1) fixture each along the new walking path and (2) wall-mounted fixtures on the north side of the barn. Lighting will be hooded & controlled as to not light adjacent properties.
- Relocate existing trees along the driveway to screen the parking lot.

DELLWOOD WEDDING BARN

RENOVATION

Afton Architects  
&  
Planners, Ltd.



12941 22nd Street S.  
Afton, Minnesota 55001-8767  
Telephone: 651-436-3699  
Facsimile: 651-436-1936  
Email: aftonarchitects@msn.com

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

Print Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date \_\_\_\_\_ Reg. No. \_\_\_\_\_

CONDITIONAL USE  
PERMIT APPLICATION

Project  
**DELLWOOD  
WEDDING BARN  
RENOVATION**

7373 120th STREET NORTH  
GRANT, MINNESOTA 55110

Commission Number  
13-114.00

Drawn SHK Checked JWC  
Date FEBRUARY 27, 2014

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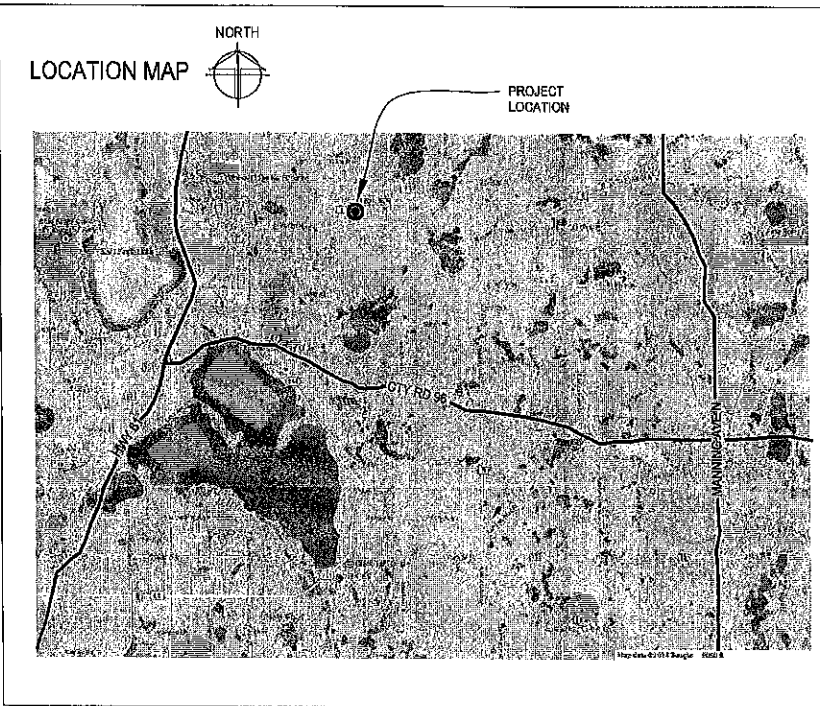
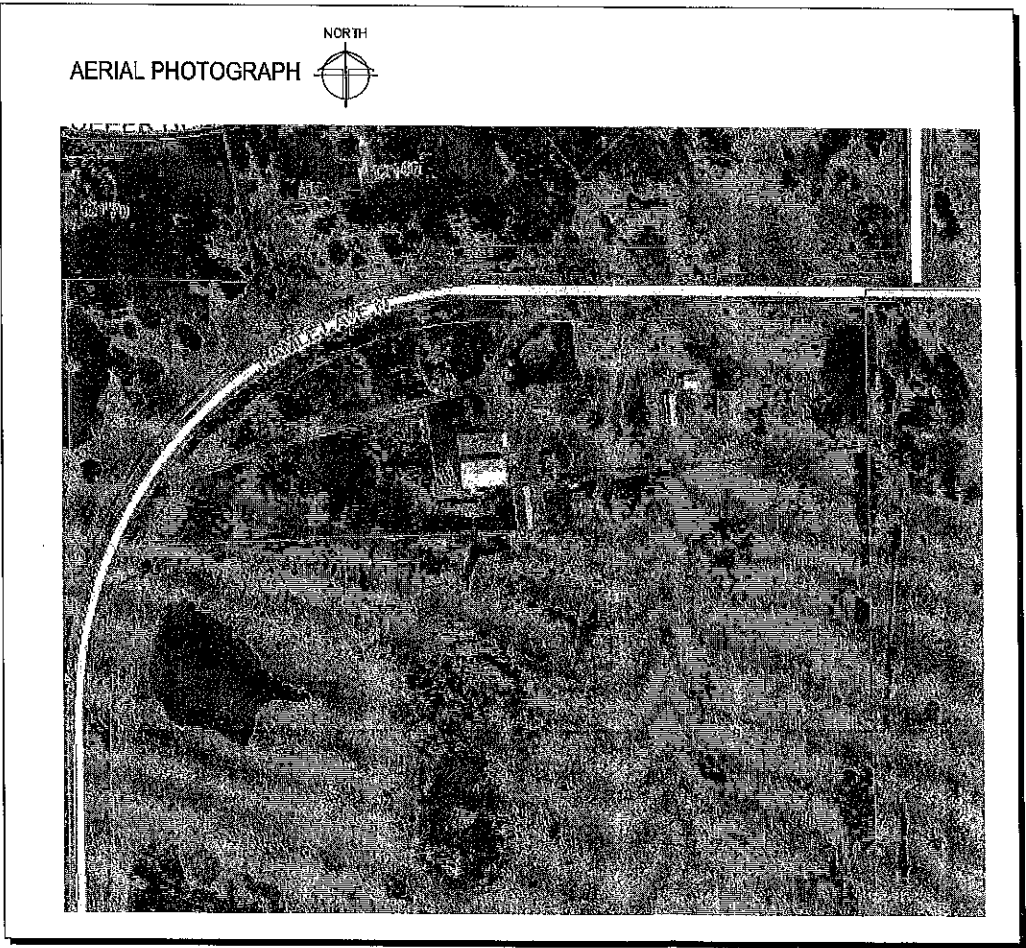
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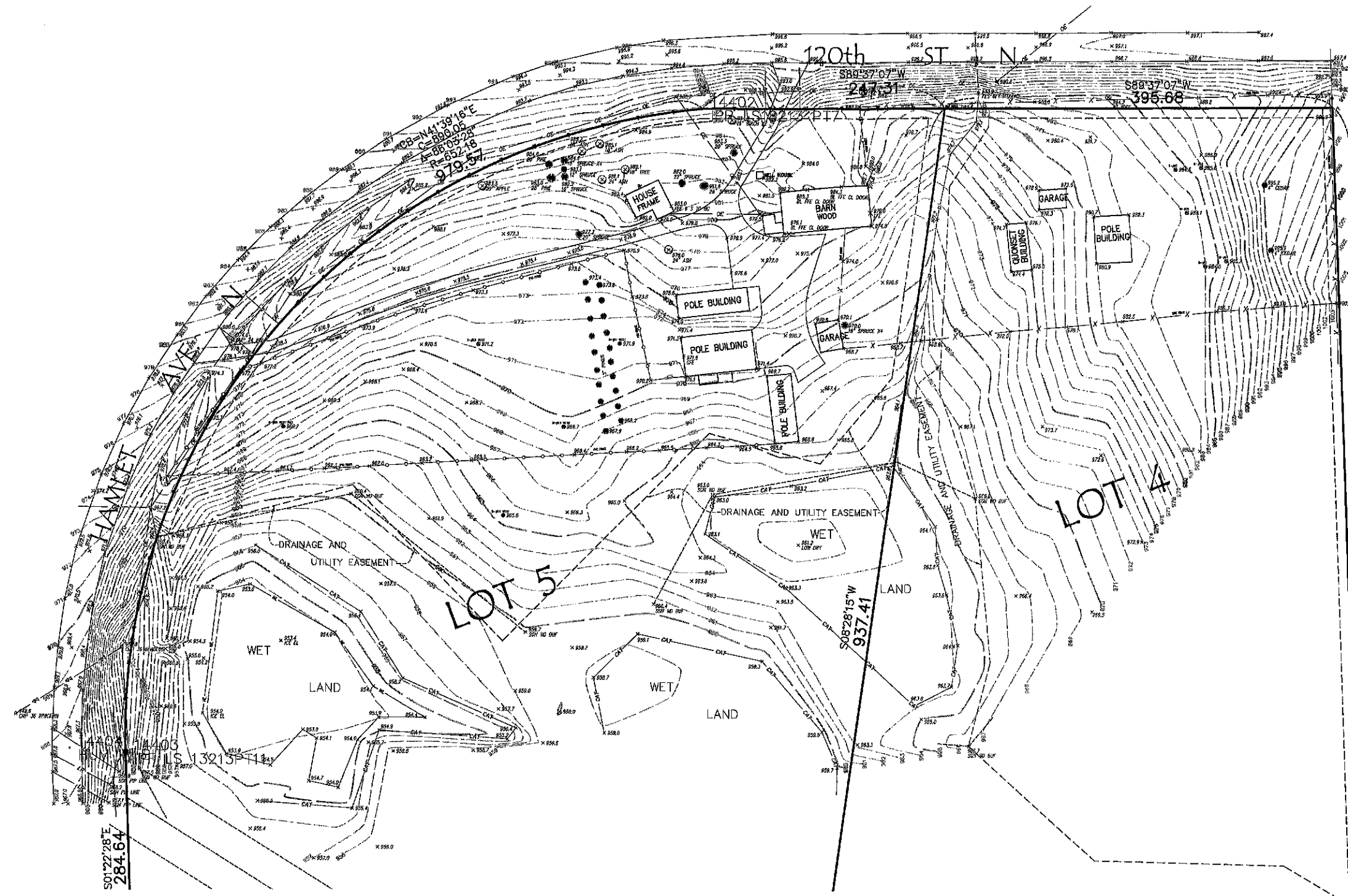
DRAWING SCHEDULE:

- A1 TITLE SHEET
- 1 of 2 EXISTING CONDITIONS SURVEY
- A2 SITE PLAN
- 2 of 4 GRADING & EROSION CONTROL PLAN
- A3 MAIN LEVEL PLAN
- A4 MEZZANINE PLAN & ELEVATIONS
- 1 of 1 PHOTOMETRICS PLAN

PROJECT TEAM:

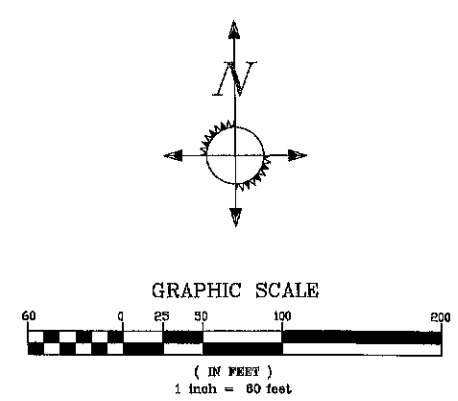
- OWNER: DELLWOOD BARN WEDDINGS, LLC  
7373 120th STREET NORTH  
GRANT, MINNESOTA 55110  
CONTACT: SCOTT JORDAN  
651-521-8934  
esjordanconstruction@msn.com
- ARCHITECT: AFTON ARCHITECTS & PLANNERS, LTD  
12941 22ND STREET SOUTH  
AFTON, MINNESOTA 55001  
CONTACT: JIM COX  
612-414-0165  
aftonarchitects@msn.com
- SURVEY: M&P ENGINEERING & SURVEYING ASSOCIATES  
1440 ARCADE STREET, SUITE 260  
ST. PAUL, MN 55108  
CONTACT: BRENNAN COX  
651-766-0112  
bcoc@mpasso.com
- CIVIL ENGINEERING: M&P ENGINEERING & SURVEYING ASSOCIATES  
1440 ARCADE STREET, SUITE 260  
ST. PAUL, MN 55108  
CONTACT: JOHN JOHNSON  
651-766-0112  
jjohnson@mpasso.com
- STRUCTURAL ENGINEERING: MATTSON MACDONALD YOUNG, INC.  
BASSETT CREEK BUSINESS CENTER  
801 N. 3RD ST. SUITE #100  
MINNEAPOLIS, MN 55401  
CONTACT: GAYE MACDONALD  
612-627-1625  
gayem@mattsonmacdonald.com
- SEPTIC DESIGN: MIDWEST SOIL TESTING  
P.O. BOX 383  
HUGO, MN 55038  
CONTACT: BRIAN HUMFAL  
651-492-7550  
brian@midwestsoiltesting.com
- SOIL TESTING: LAKE & LAND SURVEYING, INC.  
1200 CENTRE POINTE CURVE STE. 275  
MENDOTA HEIGHTS, MN 55120  
CONTACT: JONATHAN FARACI  
651-778-6211  
jdevongcs@qlwest.net





DESCRIPTION:

Lots 4 and 5, MEADOWLARK PRESERVE  
Washington County, Minnesota.  
Subject to easements of record.



LEGEND

- Denotes Power Pole
- Denotes Gas Meter
- Denotes Air Conditioner
- Denotes Flared End Section
- Denotes Soil Boring
- Denotes Deciduous Tree
- Denotes Coniferous Tree
- Denotes Overhead Utility Line
- Denotes Petroleum Pipe Line
- Denotes Ditch Line
- Denotes Wire Fence
- Denotes Wood Fence
- Denotes PVC Fence
- Denotes Edge of Open Water
- Denotes Edge of Cellar
- Denotes No Access Allowed

NOTES:

Elevations are on an assumed datum.  
Bench Mark = Invert of south end of 72" culvert under  
120th Ave. N. 200'± east of driveway to house #7373.  
Elevation = 982.98  
For purposes of this survey the East line of the NW1/4  
of Section 5, T30, R21 is assumed as bearing S 1°  
26'45" E.

1440 Arcata St. Suite 200  
Saint Paul, MN 55106  
Phone: 651-776-0712  
Fax: 651-776-0206  
E-mail: info@mpssa.com

**M&P**  
MEADOWLARK PRESERVE SURVEYING & ASSESSMENT

I hereby certify that this survey, plan or report was prepared and that I am a duly Licensed Land Surveyor under the laws of the state of Minnesota.

Theresa K. Foster  
DATE: \_\_\_\_\_ UC. NO. 472223

| REVISIONS |  |
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| DATE      |  |
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|           |  |
|           |  |
|           |  |

OWNER

SCOTT A. JORDAN  
7373 - 120th ST. NO.  
GRANT, MN 55110

EXISTING CONDITIONS

DELLWOOD WEDDING BARN  
GRANT, MINNESOTA

| DRAWN | CHECKED |
|-------|---------|
| AJL   | TKF     |

PROJECT #

3443.001

DATE

2/18/14

SHEET #

1 of 2



12641 22nd Street S.  
Afton, Minnesota 55001-9767  
Telephone: 651-436-3698  
Facsimile: 651-436-1936  
Email: aftonarchitects@msn.com

### Certification

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

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date \_\_\_\_\_

Reg. No. \_\_\_\_\_

### CONDITIONAL USE PERMIT APPLICATION

Project

### DELLWOOD WEDDING BARN RENOVATION

7373 120th STREET NORTH  
GRANT, MINNESOTA 55110

Commission Number  
13-114.00

Drawn SHK Checked JWC

Date FEBRUARY 27, 2014

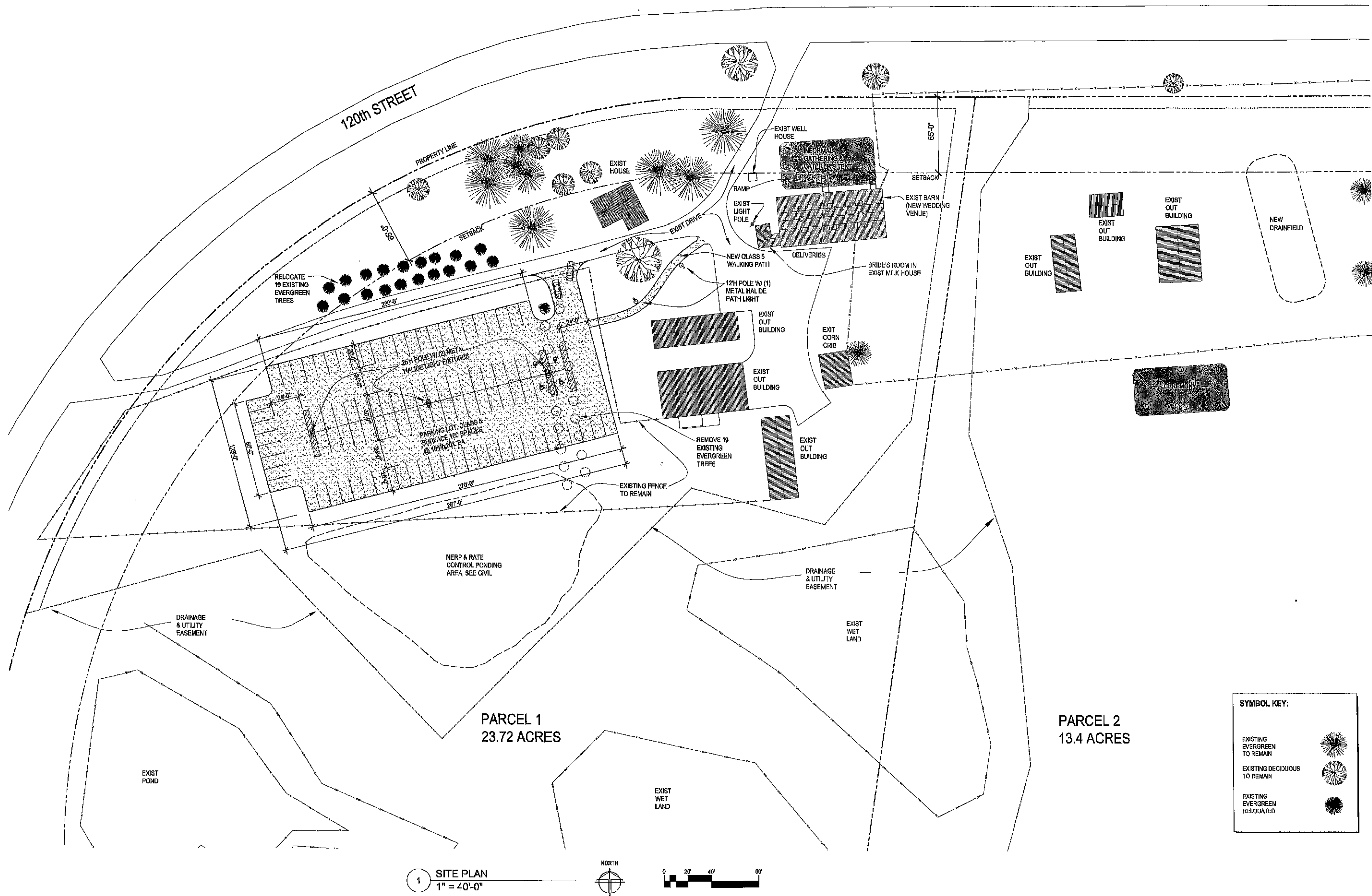
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Sheet Title

SITE PLAN

Sheet

A2



1 SITE PLAN  
1" = 40'-0"







12841 22nd Street S.  
Afton, Minnesota 55001-9767  
Telephone: 651-438-3699  
Facsimile: 651-438-1936  
Email: aftonarchitects@att.net

### Certification

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

Print Name:

Signature:

Date

Reg. No.

### CONDITIONAL USE PERMIT APPLICATION

Project

### DELLWOOD WEDDING BARN RENOVATION

7373 120th STREET NORTH  
GRANT, MINNESOTA 55110

Commission Number  
13-114.00

Drawn SHK Checked JWC

Date FEBRUARY 27, 2014

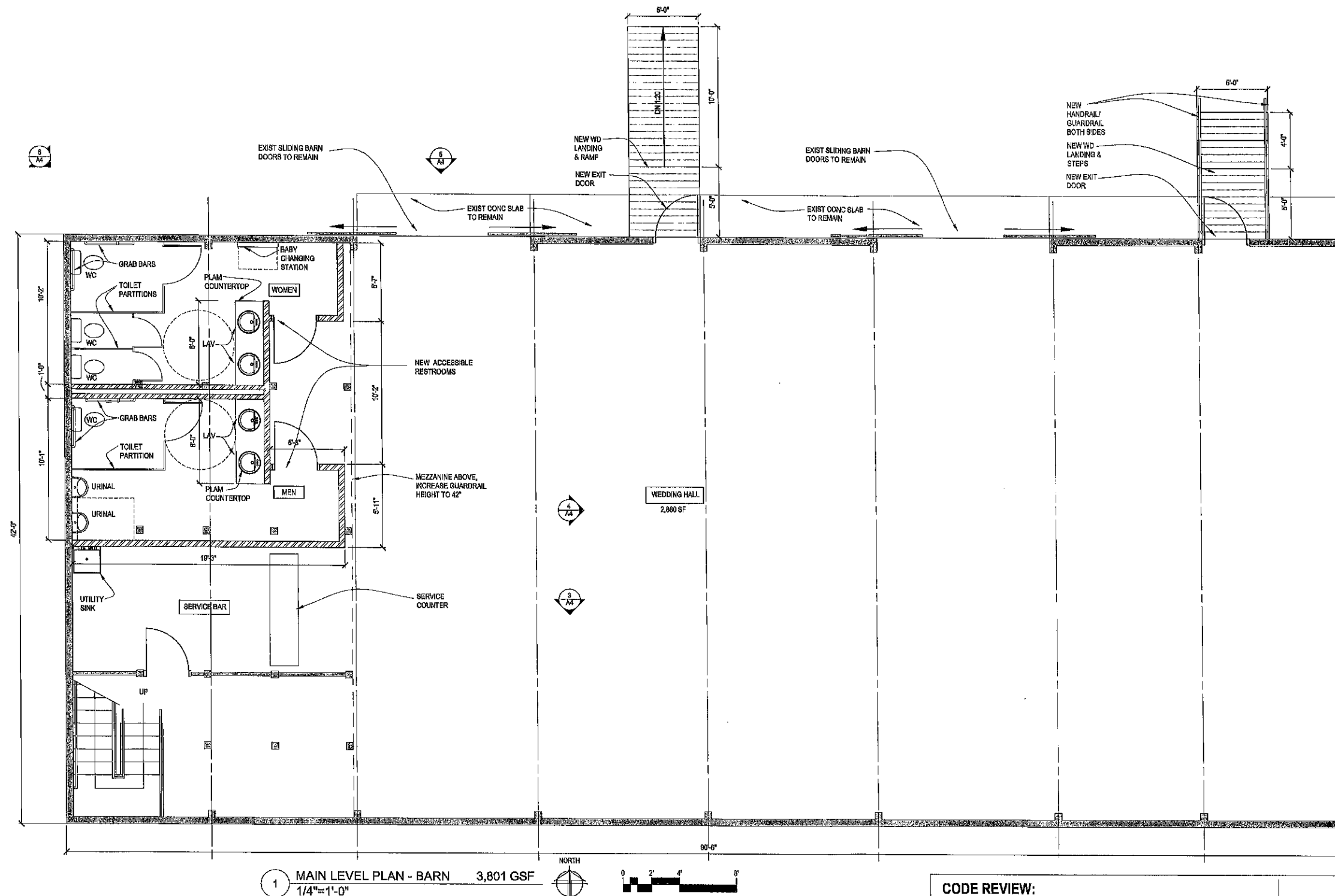
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Sheet Title

### MAIN LEVEL PLAN

Sheet

**A3**



**SYMBOL KEY:**

|                         |  |
|-------------------------|--|
| EXISTING WALL TO REMAIN |  |
| NEW STUD WALL           |  |

### CODE REVIEW:

IBC 2003 - MINNESOTA STATE BUILDING CODE 2007

EXISTING BUILDING: HISTORIC WOOD BARN, BUILT CIRCA 1901  
1 STORY ABOVE GRADE (42' X 97'-0") 3,801 GSF  
1 STORY BELOW GRADE (42' X 97'-0") 3,801 GSF  
MEZZANINE 721 SF  
NON-SPRINKLED

OCCUPANCY TYPE: GROUP A-2 (BANQUET HALL - SERVES FOOD)  
CONSTRUCTION TYPE: TYPE V-B (WOOD) PER TABLE 601  
BUILDING HEIGHT & AREA: 1 STORY ABOVE GRADE & 8,000 SF PER TABLE 603  
MEETS IBC CHAPTER 5 HEIGHT & AREA LIMITATIONS

OCCUPANCY LOAD: 283 PER IBC 1004.1.1 (15 SPOCC)  
EXITING: 2 EXITS REQUIRED PER IBC 1019.1  
MEZZANINE: 1 EXIT ALLOWED SF PER IBC 1015.1 (48 OCCUPANTS OR LESS)  
COMMON PATH OF TRAVEL: 75' ALLOWED PER IBC 1014.3  
MAX EXIT TRAVEL DISTANCE: 260' PER IBC TABLE 1016.1  
PLUMBING FIXTURES:

| FIXTURE           | FACTOR | FEMALE | MALE |
|-------------------|--------|--------|------|
| WC'S & URINALS    | 1/75   | 2      | 2    |
| LAVATORIES        | 1/200  | 1      | 1    |
| UTILITY SINK      | 1 REQD |        |      |
| DRINKING FOUNTAIN | 1 REQD |        |      |

### CITY OF GRANT ZONING ORDINANCE

ZONING DISTRICT: A1 AGRICULTURAL  
USE: "RURAL EVENTS FACILITY" PER TEXT AMENDMENT  
SETBACKS: FRONT 150'  
SIDE 60'  
REAR 60'

MAX HEIGHT: 35'

ACCESSORY STRUCTURES: NO LIMIT ON DETACHED ACCESSORY STRUCTURES PER 32-313

LIGHTING: LIGHTING MUST BE DEFLECTED AWAY FROM NEIGHBORS PER 32-321

NOISE: NOISE LIMITS AT NEIGHBOR'S PROPERTY LINE PER 32-332

PARKING: 100 SPACES PER 32-372  
(RESTAURANT/NIGHTCLUB):  
96 @ 10'W X 20'L SPACES  
4 ADA SPACES AT 12'W X 20'L

SIGNAGE: ONE BUSINESS SIGN NO GREATER THAN 32 SF,  
2-SIDED, 10'H MAX ALLOWED PER 32-417





12941 22nd Street S.  
Afton, Minnesota 55001-4757  
Telephone: 651-436-3688  
Facsimile: 651-436-1935  
Email: aftonarchitects@gmail.com

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

Print Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date \_\_\_\_\_ Reg. No. \_\_\_\_\_

CONDITIONAL USE PERMIT APPLICATION

Project  
**DELLWOOD WEDDING BARN RENOVATION**

7373 120th STREET NORTH  
GRANT, MINNESOTA 55110

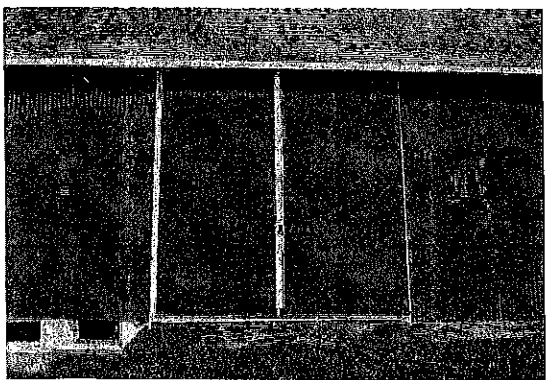
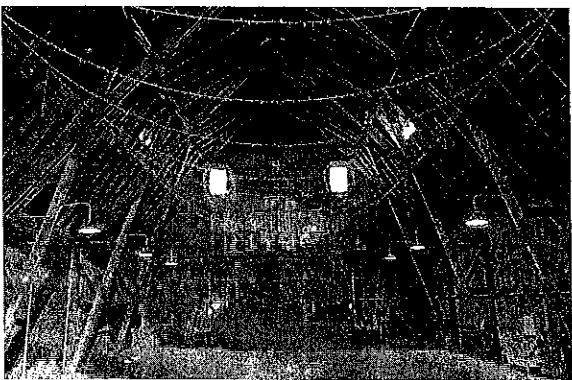
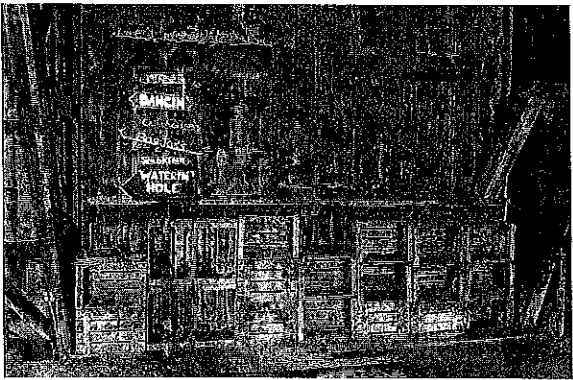
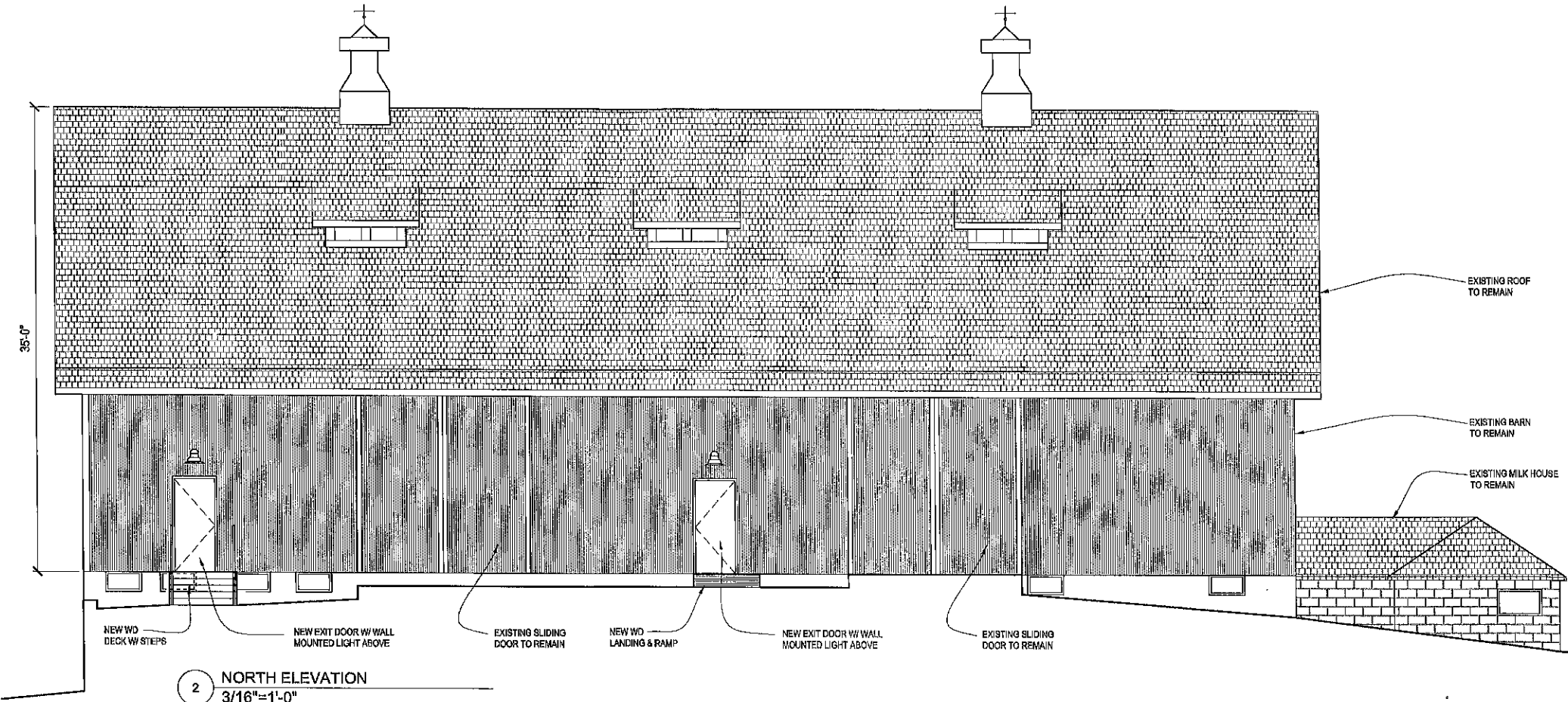
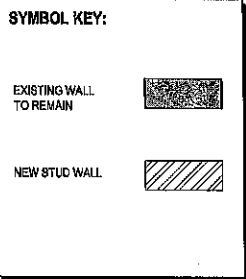
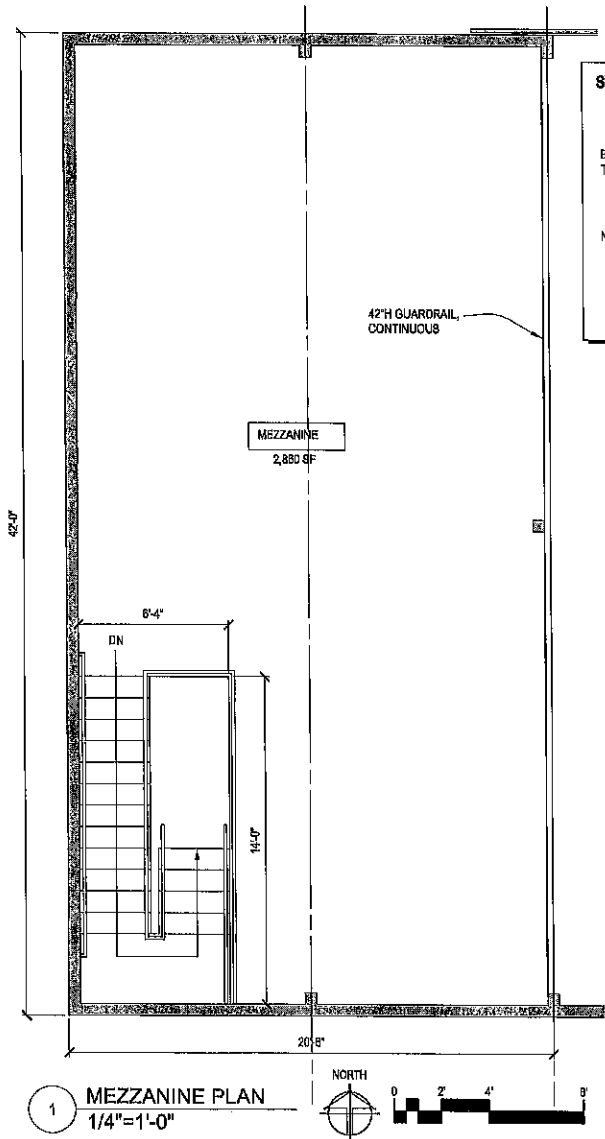
Commission Number  
13-114.00

Drawn SHK Checked JWC  
Date FEBRUARY 27, 2014

| MARK | DATE | DESCRIPTION |
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Sheet Title  
**MEZZANINE PLAN & ELEVATIONS**

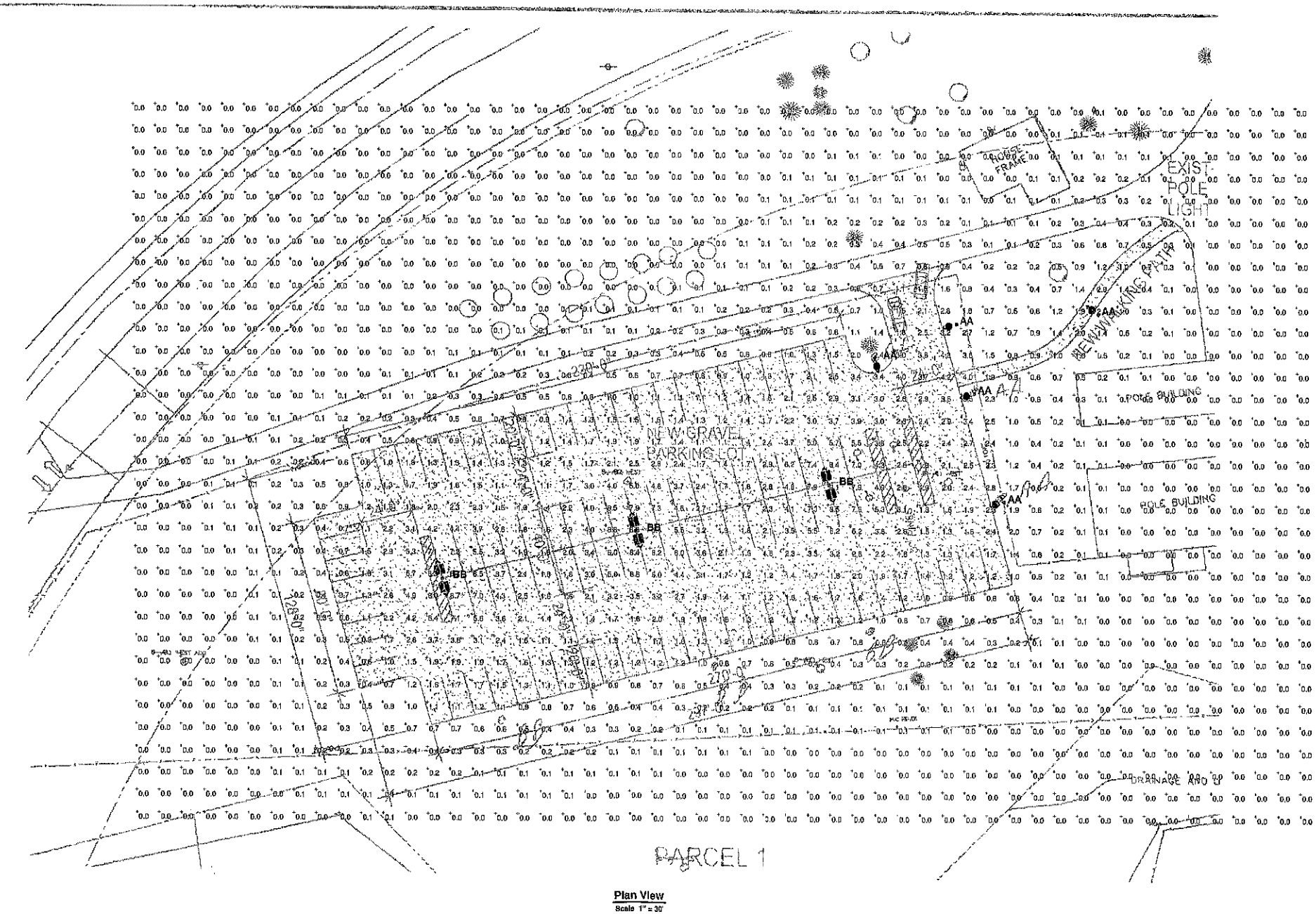
Sheet  
**A4**



| LUMINAIRE SCHEDULE |       |     |  |   |   |                                      |        |      |       |  |
|--------------------|-------|-----|--|---|---|--------------------------------------|--------|------|-------|--|
| Symbol             | Label | Qty | Catalog Number                         | Description   | Lamp  | File                                 | Lumens | LLF  | Watts |  |
| AA                 | AA    | 5   | BELLA VISTA<br>TYPE III-160PSMH-<br>HS | 20.25" DIA X 15.375" HT<br>SPUN ALUMINUM<br>DOMED HOUSING W/<br>FULL CUTOFF OPTICS;<br>TYPE II HORIZONTAL<br>LAMP SEGMENTED<br>REFLECTOR W/ HS<br>SHIELD; CLEAR FLAT<br>GLASS LENS; | 150W ED17 CLR METAL<br>HALIDE   | BVA01H3HS-<br>150MH-<br>T509090IES   | 12600  | 0.72 | 165   |  |
| BB                 | BB    | 3   | KAD 400M R4<br>(PULSE START)           | Area Luminaire, 400W<br>MH, R4 Reflector, Full<br>Cutoff MEETS THE<br>NIGHTTIME FRIENDLY<br>CRITERIA  | ONE 400-WATT CLEAR<br>BT-37 PULSE START<br>METAL HALIDE<br>HORIZONTAL POSITION. | KAD_400M_R4<br>(PULSE_STA<br>RT).ies | 38000  | 0.72 | 912   |  |

| STATISTICS         |        |        |        |        |         |         |
|--------------------|--------|--------|--------|--------|---------|---------|
| Description        | Symbol | Avg    | Max    | Min    | Max/Min | Avg/Min |
| Total Area @ Grade | +      | 0.7 fc | 9.1 fc | 0.0 fc | N/A     | N/A     |

- NOTES
- Davis and Associates, Inc does not assume responsibility for the interpretation of this calculation, or compliance to local or state lighting codes and ordinances.
  - Lighting layout provided is not intended for construction documents but only to illustrate the performance of the product.
  - All readings/calculations are shown @ grade.
  - AA fixtures are on a 20' pole type BB are on a 25' pole.



## STAFF REPORT

**TO:** Mayor & City Council Members  
 Kim Points, City Clerk  
 Nick Vivian, City Attorney

**Date:** March 21, 2014

**RE:** CUP to Construct a  
 Telecommunications Monopole at  
 9254 Manning Ave. N., Grant, MN

**From:** Jennifer Haskamp

### Background

The Applicant, Faulk & Foster Real Estate has made an application on behalf of Verizon Wireless to construct a new wireless communications cell tower at 9254 Manning Avenue North, Grant, MN. A few months ago the City was contacted with respect to an historical/environmental review with respect to the site. It was communicated during that process that there were no known historical resources (from the City's perspective) on site, but that appropriate permits and applications from the city would be required prior to construction of the cell tower. This application for a CUP is the follow-up to the initial contact.

### Project Summary

|  |                                       |
|--|---------------------------------------|
| Applicant: Faulk & Foster Real Estate<br>Blake Conklin<br>On behalf of Verizon Wireless                                  | Site Size: 20.01 Acres                |
| Zoning & Land Use: A-2   | Request: Conditional Use Permit (CUP) |
| Location (PIDs):<br>1303021440003 – Generally located northwest of the Highway 96 and Manning Avenue North intersection. |                                       |

The Applicant has submitted a package to construct a new telecommunications monopole and associated equipment for Verizon Wireless. The follow summary of the application is provided:

**Monopole:** The proposed monopole is 150-feet tall with a 9-foot lightening rod for a total height of 159-feet tall. The monopole has a base approximately 6-feet in diameter which tapers as the elevation increases. The design allows for various 'tiers' of antennas to be placed on the monopole with the tip of the antennas not exceeding the height of the monopole, or in 150-feet. The design is similar to those already located in the community along Highway 36 and Manning Avenue North.

**Antennas & Cables:** The applicant has proposed to install 12 antennas to the proposed monopole as a part of the initial project. The proposed monopole is designed to accommodate future antenna installations based upon differing carrier's needs, but the applicant has stated that any additions beyond those in the plan set would be evaluated at a future date. The maximum proposed antenna length is 96.4", or approximately 8' tall with the antenna tip elevation at 150'. Based upon the installation of the antennas there are carious coax cables including a top and bottom distribution box which would then be connected to the coax and hybrid cable which is installed inside of the monopole (tower).

Ground Equipment Shelter/Site Plan: The proposed site plan includes the construction of a prefabricated equipment shelter which would include an equipment room and generator room. The structure would be approximately 340 square feet in area and would be secured with an electric entry. The monopole would be fenced in and secured with a gate which is located north of the equipment shelter on the site.

Utility/ROW Easements: The site plan depicts utility and right-of-way easement to ensure functioning and access to the monopole and ground equipment. The overall site plan depicts that an easement running along the south property line would include the installation of underground fiber run from the Manning Avenue right-of-way to the shelter pull box. There would also be an easement area running to the south of the existing home which would include installation of underground electrical which would run from the existing power pole transformer to the shelter mounted meter. (See City Engineer's comments for more detail).

### Review Criteria

According to the City Code the proposed uses require a Conditional Use Permit. The City Code states the following for consideration when reviewing a Conditional Use Permit (32-141):

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

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

Division 4 Antenna Regulations Sections 32-443 through 32-454 relate specifically to installation of telecommunications towers within the City. Specifically 32-449(a) and (c) relate to those items needed for review upon initial application.

In order to determine the appropriateness of the proposed CUP, the proposal will be reviewed for compliance and consistency with adjacent uses, the zoning district regulations, and the regulations identified within Division 4 of the city's ordinances.

### Existing Site Conditions

The existing is primarily in residential use with associated accessory structures. The parcel is oriented with the primary frontage along the eastern edge of the site which is bordered by Manning Avenue North. The site is a regular rectangular shape oriented on its long edge east-west. There is a substantial wetland located on the western half of the property, which is located to the back of the existing home. Connected with the wetland, Browns Creek crosses the property from the northwest to the southeast and runs east of the existing home. The existing home and accessory structures are accessed from a single driveway which connects to Manning Ave. N. near the northern property line. The driveway crosses Browns Creek and has existing culverts installed to allow the creek to flow. The existing home is approximately 485-feet from the centerline Manning Avenue, 280-feet from the north (side-yard) property line, 334-feet from the south (side-yard)

property line, and 718-feet from the east (rear yard) line. There is an approximately 1,600 square foot accessory building located south of the home, and an approximately 5,000 square foot accessory building located to the south and west of the home on the other side of the driveway.

### Comprehensive Plan Review

The site is guided A-2 Small Scale Agricultural which calls for large lot single-family residential and low density uses. The proposed monopole does not alter the primary use of the subject site which is currently used for rural residential, nor does it propose any additional density of further subdivision.

### Zoning/Site Review

The following zoning and site plan review is provided to assist in your analysis and consideration of the proposed CUP for construction of a new monopole on the subject site. For your reference, Division 4 Antenna Regulations in the City's Ordinance was primarily utilized for purposes of the following review.

### Dimensional Standards

The following site and zoning requirements in the A-2 district regulate the site and proposed project:

| Dimension  | Ord. Section  | Standard                                     |
|--|---------------|--|
| Lot Size (Per Sec. 32-451)                                 | 32-451 (b)    | 10 acres                                     |
| Max. Antenna Support Structure Height (A2)                 | 32-451 (b)    | 195'   |
| Front yard - centerline of County Road (Structure)*        | 32-246        | 150'   |
| All property lines (Per Sec. 32-451)                       | 32-451 (d)    | Equal to height of antenna support structure |
| Structural Setback (Cell tower from residential structure) | 32-451 (e)(3) | Equal to height of monopole + 15'            |
| Base of any tower  | 32-452        | 500 square feet                              |

#### Lot Size

The proposed site for the monopole is approximately 20.01 Acres. *Based upon the ordinance standards, the proposed site is larger than 10-acres, and meets the ordinance requirements for minimum lot size.*

#### Antenna Support Structure Height

The proposed monopole is 150-feet tall with a 9-foot lightening rod. The ordinance states that towers should be designed to only the maximum height needed to help reduce visual impact. *The proposed height of the tower meets the Ordinance standards for maximum height.*

#### Setbacks

The proposed monopole is located approximately 650-feet from the centerline of Manning Avenue N, 155-feet from the south side-yard lot line, 545-feet from the north side-yard lot line, and 643-feet from the rear property line. Section 32-451 (d) states, "...all antenna support structures shall be set back

from the nearest property line at least a distance equal to the height of the antenna support structure.” *The proposed monopole is 150-feet tall and meets the ordinance standards for setbacks from all property lines.* The ordinance further states in Section 32-451 (e)(3) that, “...if an antenna support structure is located on the same parcel of land as a residential structure, the setback to that residential structure may be equal to the height of the antenna support structure plus 15 feet.” The proposed monopole is located approximately 170-feet from the existing residential home on the property. *Based upon the ordinance, the monopole is required to be setback a minimum of 165’ (150’+15’) from the residential structure, and as proposed, meets the setback requirement.*

Location/Visual Impact

Section 32-444 (8) states in the purpose, “Place telecommunication facilities in suitable locations, with residential locations being a last resort” and it is further stated in Section 32-452(13) “Antennas and antenna support structures must be designed to blend into the surrounding environment through use of color and camouflaging architectural treatment...” The applicant has stated in the attached Ordinance Compliance Statement that Verizon “has gone to considerable time and expense in order to find the lowest impact site that will still meet these objectives” where their objectives include ‘providing essential modern infrastructure to residents and business; support critical communications and fast emergency response to accident health emergencies, crimes, fires, storms and other events impacting public health and safety.’ The application has also provided a coverage analysis in Exhibit C to support the proposed location and need for the tower. The Applicant’s Ordinance Compliance Statement further describes the search process, and states that in order for Verizon to make its network function adequately there was a relatively small search area available. And if you review the available sites within that search area they are all zoned similarly to the proposed site, with similar uses and there are no preferred support structures within the search area (per Section 32-450 (2)).

With respect to the design of the tower, the Applicant has stated that “the site will be designed using the latest technology in order to reduce visual impact.” However, it is unclear what elements of the design achieve a reduced visual impact and from what vantage point. *Section 32-452(9) states that the city may request a visual impact demonstration to more accurately reflect the “visual impact”. If desired, this information can be requested from the Applicant.*

Driveway/Access

The Applicant has proposed to utilize the existing driveway to access the proposed monopole and ground equipment. The driveway would be placed into an access and utility easement 20-feet wide per the site plan. The existing driveway currently meets all standards for setbacks, etc. Since the driveway is accessed from Manning, and is a County Road, staff contacted the county to ensure no additional permits were required. A formal response had not been received at the time of this staff report, but any comments will be forwarded to Council upon receipt. *Staff does not anticipate any additional required permitting for the proposed use, and utilizing the existing driveway meets the City's Ordinances.*

Noted on A-1 of the plan set, during construction the Applicant will install "Bridge Jumpers" or something equivalent, to ensure protection of the culverts currently installed to protect Browns Creek, and will be removed upon completion of the installation. *The plan for protection of the culverts should be presented to Browns Creek Watershed District to ensure compliance with their standards for construction and protection of the creek and/or culverts.*

Finally, Section 32-452 (b)(6) states that that "an address sign shall be installed in conformance with fire department requirements at the entrance of the public way to provide direction along the access road to the facility itself." Based upon the plan set, there is no sign indicated meeting this requirement. *The Applicant should update the plan set to indicate the location and installation of a sign to meet this requirement.*

Site Plan

The proposed site plan is identified on sheet A-1 of the attached plan set. As demonstrated on the site plan, the proposed monopole and ground equipment is identified in the area labeled "Land Space" which is proposed to be accessed from the existing driveway. The proposed Land Space is approximately 1,100 square feet, and contains the monopole (which is approximately 113 square feet at the base) and the equipment cabinet which is approximately 360 square feet, both which will be placed on a concrete slab. The area exclusive is a pad that is proposed to be covered with 3" deep  $\frac{3}{4}$ " to 1  $\frac{1}{2}$ " clean rock. The monopole is proposed to be fenced in and with fencing that is proposed to be galvanized steel 6-feet high. The fence top will have three strands of barbed wired to an elevation of 7-feet tall to ensure the structure is secure. (See sheet A-5 in the attached plan set).

Landscaping/Plantings

The proposed site plan identifies existing trees that will be removed and/or retained as a result of the proposed project. Near the proposed location of the equipment shelter there is an existing 18" and 8" Boxelder, and a 7" Elm which will remain. There is a 7" Boxelder that will be removed as a part of this

project. Beyond those existing trees identified there is no proposed landscaping addressed as a part of this plan. Section 32-452 (13) and (14) refer to screening, protecting existing vegetation, and preparing a landscape plan that "provide the maximum amount of screening from off-site views as is feasible." *The Applicant should address off-site views from adjacent properties, and prepare a landscape plan that provides screening to protect those views.*

## Antennas & Cables

The proposed monopole would be constructed to accommodate several users in the future. However, as submitted, the proposed plan includes the installation of 12 antennas which are mounted with a color mount at an elevation of approximately 140'. The antennas will be pounded on three separate T-Frames as depicted in detail 6 on sheet A-3. The highest elevation of the antenna tip is proposed at 150', see detail 1 sheet A-3. The proposed antenna will serve Verizon Wireless, with the potential to co-locate other users in the future. Per Section 32-452 (9), "the tower must be designed structurally and electrically to accommodate both the applicant's antennas and comparable antennas for at least two additional users." However, the applicant has stated that it is unknown what additional users will co-locate and as such it is difficult to determine what types of antennas they may desire to install. *However, it would be reasonable to seek additional clarification from the Applicant regarding the potential number of antennas and service providers that could be accommodated based upon the design of the monopole, if desired.*

## Ground Equipment/Shelter

The proposed site plan indicates construction of a prefabricated shelter (hereafter referred to as "equipment shelter" to house equipment and a generator for the proposed monopole. Per the submitted plan, the equipment shelter is proposed to be approximately 360-square feet with secured primary access located on the eastern façade of the building. Access to the equipment shelter is gained from "stoop" which is proposed to be constructed of a solid composite decking (see Sheet A-4 in the attached plan set). The equipment shelter is approximately 10-feet tall, and the materials are proposed to be finished with exposed aggregate concrete. Section 32-452 (14) states "Buildings which are constructed or used in conjunction with the antenna support structure shall be designed to be architecturally compatible with other existing structures on the site." The proposed equipment shelter design and material do not appear to meet this requirement. *Further clarification from the Applicant should be provided as to how the structure will blend with existing architecture.*

As stated in the site plan review, there is a proposed fence which would enclose and secure the proposed monopole. Sheet A-5 in the attached plan set identifies the gate detail in details 3 through 5. Based upon the plans there does not appear to be any affixed signage proposed to the fence or to the Equipment Shelter (elevations on sheet A-4. Per Section 32-452 (b) (6) the following is required, "The base of all antenna support structures shall be posted with signs stating 'Keep Off' on all sides... a permanent, weatherproof, approximately 16 inch by 32 inch facility identification sign shall be placed on the gate in the fence around the equipment building...Said sign shall identify the facility operator, provide his address, and specify a 24-



hour telephone number at which he can be reached.” *The applicant should address this requirement, and update the plan set to reflect how such condition is met.*

### Engineering Standards

The City Engineer’s comments and recommendations are attached to this staff report for your review and consideration.

### Draft Conditions/Recommendations

- If desired by the City Council, a visual impact demonstration may be requested from the Applicant to more clearly describe how the monopole and ground equipment in relation to adjacent properties.
- The Equipment Shelter should be designed to be architecturally compatible with other existing structures on the site. Based upon the design, it appears that some additional detail and/or alternate materials and colors should be considered for compatibility with existing structures.
- The plan set shall be updated to indicate placement of the signage on the gate, driveway and equipment shelter.
- An updated plan set reflecting the City Engineer’s recommendations and requirements shall be submitted prior to issuance of any building permit.
- A landscape plan shall be developed to more adequately screen the Equipment Shelter and fenced are. The plan shall be submitted for review and approval of the City Engineer and City Planner prior to a building permit being issued.
- All ground equipment, including the Equipment Shelter, fencing and vegetation shall be kept in good repair and shall be maintained in compliance with the standards set forth in this permit.
- All antennas shall be construction in compliance with city building and electrical codes. A building permit must be obtained prior to construction
- No advertising, of any type, shall be affixed to the monopole or any components within the Land Area.
- Antennas shall not be artificially lit and may not display any strobe lights.
- The Applicant must obtain all necessary, applicable, federal state and local agency permits prior to construction of the monopole and installation of the antennas.
- Written statement from the Fire Department shall be submitted as indicated in Section 32-449(8) prior to a building permit being issued.
- All antennas shall be shall be subject to state and federal regulations pertaining to nonionizing radiation and other health hazards related to such facility. If new, more restrictive standards are adopted, antennas shall be brought into compliance with the new standards by the owner and operator. The cost of verification of compliance shall be borne by the owner and operation of the antenna.
- Any future antenna installation shall be subject to the regulations and standards as set forth in Section 32-446 Permit Requirements, or corresponding section, of the City’s adopted ordinances.

- The Owner/Operator of the tower shall be required to submit yearly proof of insurance and compliance of operations.
- Every five years the applicant shall submit a report consistent with those requirements stated within Section 32-449(c), or corresponding section, of the City's adopted ordinance.

**Action requested:**

Staff is requesting direction from the Council to prepare a Resolution reflecting one of the following options:

- Resolution of Approval with Draft Conditional Use Permit
- Resolution Denial with Findings

***Attachments:***

City Engineer's Comments, WSB, dated March 22, 2014

Applicant's Ordinance Compliance Statement

Applicant's Exhibit A: Verizon Wireless Plan Set

Applicant's Exhibit B: LOI

Applicant's Exhibit C: RF Coverage Maps

Applicant's Exhibit D: Search Area Map

Applicant's Exhibit E: Properties within 1000' Radius of Proposed Tower

## ***Memorandum***

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

CC: Jennifer Haskamp, City Planner

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

Date: March 22, 2014

Re: Verizon Wireless Cell Tower: Engineering Plan Review

---

### **SUBMITTAL:**

Plans were prepared by Design 1 have been last revised October 10, 2013. Engineering review comments were generated from the following documents included in the submittal:

- Ordinance Compliance Statement
- Site plans(13 sheets) including:
  - Existing conditions
  - Site plan

### **SITE PLAN COMMENTS:**

1. The applicant is required to provide structural plans and/or a letter by a licensed engineer verifying that the proposed tower has been designed for the specific conditions on this site.
2. The site plan proposes and access right-of-way and several utility right-of-way locations. These areas should be established as easements instead of right-of-way. The applicant is required to work with the property owner to secure the easements.

Should you have any questions or comments regarding the items listed above, please contact me at 763-512-5245.

## ORDINANCE COMPLIANCE STATEMENT

**Application:** Conditional Use Permit for Proposed Verizon Wireless Communication Tower Site

**Verizon Site Name:** MIN Kit Kat

**Project Description:** Verizon Wireless proposes to place a 150' monopole tower with 9' lightning rod and associated 12' x 30' equipment shelter within a fenced compound on a 55' x 20' lease area. See enclosed drawings for details (Exhibit A)

**Parcel Address:** Manning Avenue North Grant, MN (located in Sec 13, Township 30, Range 21 West, Washington County PIN: 13.030.21.44.0003 Containing 20 Acres.)

**Property Owner:** Robert & Denise Grogan

**Zoning:** A-2 Agricultural

Verizon Wireless offers this Ordinance Compliance Statement in support of its application for a Conditional Use Permit for the above-described project. Our answers are highlighted in bold and sections not requiring an answer are omitted where noted:

### DIVISION 4. ANTENNA REGULATIONS

Sec. 32-443. Definitions. [Omitted]

Sec. 32-444. Purpose.

In order to accommodate the communication needs of residents and businesses (while protecting the public health, safety, and general welfare of the community), the council finds that these regulations are necessary in order to:

- (1) Facilitate the provision of wireless telecommunication services to the residents and businesses of the city;
- (2) Minimize adverse visual effects of towers through artful design and siting standards;
- (3) Avoid potential damage to adjacent properties from tower failure, falling ice, high winds, adverse weather and other safety hazards through location, size, heights, development standards and setback requirements;
- (4) Maximize the use of existing and approved towers and buildings to accommodate multiple antennas in order to reduce the number of towers needed to serve the community;
- (5) Protect the inhabitants of the city from possible adverse health effects associated with exposure to levels of NIER (nonionizing electromagnetic radiation) in excess of recognized national standards;

(6) Preserve the quality of living in residential areas which are in close proximity to radio and television broadcast facilities;

(7) Ensure that a competitive and broad range of telecommunications services and high quality telecommunications infrastructure are provided to serve the community, as well as serve an important and effective part of the city's emergency response network; and

(8) Place telecommunication facilities in suitable locations, with residential locations being a last resort.

**The Verizon Wireless communication systems, and indeed all carriers' wireless communications systems, rely on an overlapping and interconnected network of individual antenna sites. Individual sites, like the one under consideration here, consist of antennas mounted on a support structure. The radios and other electronic equipment that are needed to make wireless communications work are typically located at the base of the antenna support structure. These antenna sites transmit and receive wireless communications signals to and from mobile wireless handsets or similar devices.**

**The proposed site will meet the communication needs of residents and business. The site will support the general welfare of the community by providing voice and data service that is an essential part of modern infrastructure. This service will support critical communications and fast emergency response to accidents, health emergencies, crimes, fires, storms and other events impacting public health and safety. Verizon has gone to considerable time and expense in order to find the lowest impact site that will still meet these objectives. Furthermore, the site will be designed using the latest technology in order to reduce visual impact. Also, Verizon will design, build, and operate its site in compliance with all applicable federal, state, and local laws and regulations as well as industry best practices in order to ensure that it is operated safely.**

Sec. 32-445. Exemptions and modifications. **[Omitted]**

Sec. 32-446. Permit requirements.

(a) Conditional use permits required; exceptions. Except as indicated below, conditional use permits are required before any antenna or antenna support structure is installed or constructed. Applications for conditional use permits shall be made on forms available from the city and shall be processed in the manner as are other conditional use permits pursuant to the city's zoning regulations.

**Verizon has applied for a conditional-use permit under the section.**

(b) Administrative permits. **[Omitted]**

Sec. 32-447. Letter of intent.

A letter of intent committing the tower owner, property owner, and their successors to allow the shared use of the tower shall be submitted to the city at the time of application. Pursuant to the terms of the letter of intent, the tower owner, property owner, and his successors shall, in good faith, lease space on an antenna support structure to other users. In the case of a dispute regarding the lease of space to

other users, the existing permit holder and the current applicant shall submit their dispute to binding arbitration. Said binding arbitration shall be completed within 60 days of notification that a dispute exists. The costs of arbitration shall be borne equally by the applicant and the permit holder. Failure to abide by the arbitrator's decision shall result in termination of the permit for the tower and said tower shall be removed within 60 days. All permits shall be subject to review and termination if it is determined by the city that a permitted tower owner, property owner or successor is not in good faith offering antenna space to other users.

**A letter of intent to allow shared use is attached as Exhibit B.**

Sec. 32-448. Fees and escrows.

(a) Any person applying for any permit or site plan under this chapter shall pay to the city at the time of application all fees and escrows which are required.

(b) Fees and escrows as envisioned herein shall be determined, from time to time, by ordinance.

(c) All applicants must reimburse the city for any costs which the city incurs because of the presence of the applicant's antennas or towers, including costs for review of the application materials and review of required periodic submissions.

**The required fee of \$3400 is enclosed with this application.**

Sec. 32-449. Periodic submissions.

(a) Submissions at time of initial application. In addition to the information required elsewhere in this ordinance, applications for conditional use permits or administrative permits shall include the following information, which shall be supplied by a qualified licensed and registered professional engineer:

(1) Description of the tower height and design, including a cross-section and elevation and site elevation. **A description of the tower height and design is included on page A-3 of the attached Exhibit A.**

(2) Documentation of the height above grade for all potential mounting positions for co-located antennas and the minimum separation distances between antennas. **Verizon's proposed tower will be capable of mounting antennas at various positions on the proposed tower depending on the needs of other carriers.**

(3) Description of the tower's capacity, including the number and type of antennas that it can accommodate. **Verizon's proposed tower is designed to accommodate to potential co-locators. Because each carrier employs different technology, the proposed tower is designed to accommodate numerous types of carriers' equipment.**

(4) Documentation of what steps the applicant will take to avoid interference with established public safety telecommunications. **Verizon Wireless is aware of the interference issues that can arise while locating in proximity to other carriers; therefore, appropriate separation has been maintained**

between Verizon Wireless antennas and those of any other carrier to avoid any possibility of our frequency interfering with other equipment. In addition, Verizon Wireless has acquired an FCC license, which exclusively entitles the company to operate within an assigned frequency range. This in turn eliminates any interference issues from CB radios, electronic appliances, pacemakers, fire and police equipment as well as other carriers. In the highly unlikely event that interference does occur, Verizon Wireless agrees to fully cooperate with the entity experiencing interference to identify and correct, to the extent reasonably possible, any issues caused by its installation.

(5) Inclusion of the engineer's stamp and registration number. **The final drawings will be signed by an engineer and be available for the building permit.**

(6) Submission of a picture drawing looking down at the energy lobe patterns (or projected patterns) of the site. **This map is included as Exhibit C.**

(7) A letter of intent as required by section 32-447. **A letter of intent is attached as Exhibit B.**

(8) A written statement from the city fire department stating that the design of the facility, including its access roads, are in compliance with applicable fire codes and reasonable fire department regulations for access to the site in case of an emergency. **Verizon has submitted a request for a letter in accordance with this section and asks that it be allowed to supplement its application when the letter is received.**

(9) The city, at its reasonable discretion, may require visual impact demonstrations including mock-ups and/or photo montages to be submitted by the applicant to provide a more accurate visual depiction of the applicant's proposal.

(10) Applications shall accurately describe and depict the actual antenna support structure/ antennas that the applicant wishes to have reviewed. Applications may be rejected by the city if the applications contain disclaimers which state or imply that the actual antenna support structure and/or antennas may not be constructed as is represented within the application materials. **Page A-3 of the attached Exhibit A, accurately depicts the antenna support structure and actual antennas.**

(11) Each initial application must also include the information required under subsection (c) of this section, regarding five-year submissions.

(12) All maps submitted must clearly delineate the city boundaries and all state and county highways within the city.

(13) Every application must include a map clearly delineating all properties and their lot lines within a 1,000-foot radius of the proposed tower site. The maps must also depict the location of all homes and accessory structures within a 1,000-foot radius of the proposed tower site. **A map is attached as Exhibit E.**

(b) Yearly submission of proof of insurance and compliance of operations. No later than January 10 of each year, each holder of a conditional use permit or administrative permit issued under this article shall

submit to the city clerk a photocopy of a certificate of insurance showing that the tower and/or antenna is insured for that calendar year and shall also submit to the city clerk a copy of a report showing that the tower and antennas are being operated in compliance with all federal and/or state regulations. **As a condition of the building permit, Verizon will provide proof of insurance.**

(c) Report required every five years. Every five years and not later than January 10 on the year of submission, each holder of a conditional use permit or administrative permit under the terms of this article shall provide the following information to the city:

(1) A written description of the type of technology each company/carrier will provide to its customers over the next five years (i.e. cellular, PCS, ESMR).

(2) A description of the radio frequencies to be used for each technology.

(3) A description of the type of consumer services (voice, video, data transmission) and consumer products (mobile phones, laptop PCs, modems) to be offered.

(4) A listing of all existing, existing to be upgraded or replaced, and proposed communication sites within the city and within five miles of the city for these services.

(5) A presentation-size map of the city showing the five-year plan for communication sites, or if individual properties are not known, the geographic service areas of the communication sites.

This shall be submitted in hard copy form at a size of 24 inches by 36 inches or greater, and shall also be provided on a three percent inch disk formatted for an IBM compatible computer.

(6) A written list of communication sites (in use or projected to be used within the next five years) in both hard copy and three-inch disk (formatted for an IBM compatible word processing program). The list should include at least the following information:

a. The communication sites by address and then by county PID number;

b. The zoning districts;

c. The types of building (i.e., commercial, residential, etc.) and the height of the buildings;

d. The name of the carrier, its business address, and a local contact person (with phone number);

e. The number of antenna and base transceiver stations (BTS) per site by your carrier and if there are other installations and the number by each carrier;

f. The height from grade to the top of the antenna installations; location and type of antenna and location of BTS;

g. The radio frequency range in megahertz and list the wattage output of the equipment and effective radiated power;



h. A current and up-to-date information submission including the name, address and telephone number (one local and one national) to be contacted in case of an emergency occurring at the site of the antenna support structure.

**Because of the rapidly evolving nature of telecommunications, Verizon Wireless is unable to forecast network developments so far in advance.**

Sec. 32-450. Preferences for antenna and support structure locations.

When selecting sites for the construction of new antenna support structures and/or for the placement of new antennas, the following preferences shall be followed:

(1) Preferred land use areas.

- a. Property in the general business district.
- b. Public land or structures.
- c. Athletic complexes, public parks, and golf courses.
- d. Parking lots, if the monopole replicates, incorporates or substantially blends with the overall lighting standards of the lot.
- e. Within the easement of a high power overhead transmission line, or within 50 feet of the transmission line easement on the same side of a road. The term "high power" means 69,000 volts or more.

(2) Preferred support structures.

- a. Water towers.
- b. Co-location on existing antenna support structures.
- c. Church steeples.
- d. Sides of buildings over two stories high.
- e. Existing power, lighting or phone poles.

(3) Prohibitions.

- a. No new support structures shall be approved at any location other than a preferred land use area, unless the applicant shows to the reasonable satisfaction of the city that such locations are not feasible from an engineering standpoint.
- b. No new support structures shall be approved for construction, unless the applicant shows to the reasonable satisfaction of the city that a preferred support structure is not feasibly available for use from an engineering standpoint.

Due to the engineering constraints of mobile technology, generally there is a very small area of potential sites where a communications facility can be deployed, because individually, these communications facilities have a limited coverage area. The extent of the coverage depends on several factors, including antenna height, local topography, proximity and height of other adjacent antenna installations, and localized customer usage demands. When linked electronically to form a network however, individual antenna sites operate to deliver a seamless wireless communications service to individuals, businesses, and government. The "seamless" part is important, even crucial, to understanding the need for this site. Without overlapping coverage, calls can't get through, or be completed. The locations of antenna sites are therefore carefully thought out, and selected to be located as far apart as is consistent with the number of customers in the service area, while still being close enough to "hand off" a motorist's call from one tower to the next, without dropping the call.

Attached as Exhibit D is a copy of the search area map for this proposed site, which delineates the area where Verizon needed to add facilities. As you will notice, there is a very small potential area where Verizon can add facilities in order to make its network function adequately as described above. If you cross reference this map with the City of Grant Zoning Map and the Washington County GIS Map, you will notice that there is no land in the search area that is not privately held of the identical zoning classification as the proposed site. Additionally, in terms of support structures, there are no preferred support structures within the search area.

Sec. 32-451. Location, use, lot size and dimensional requirements.

(a) Primary and accessory uses. The use of antennas/antenna support structures may be either a principal or accessory use of land. If the use is considered a principal use, then the minimum vacant lot size requirements of subsection (b) of this section apply. An antenna/support structure may also be considered an accessory use on a parcel of land on which a principal use already exists, thus a smaller parcel of land may be used provided all other standards contained in this article are met.

Verizon's proposed tower is an accessory use for this parcel, the parcel also contains a homestead.

(b) Maximum antenna support structure height and vacant lot size requirements.

| <i>Zoning District</i> | <i>Maximum Height<br/>(in feet)</i> | <i>Minimum Vacant Lot Size<br/>(acres)</i> |
|------------------------|-------------------------------------|--|
| A-1                    | 195                                 | 10   |
| A-2                    | 195                                 | 10   |
| R-1                    | 165                                 | 10   |
| Conservancy            | 195                                 | 10   |
| General business       | 195                                 | 2.5  |

Verizon has proposed a 150' structure in the A-2 district, and since the lot is not vacant the minimum lot size does not apply.

(c) Exceptions to maximum height restrictions. [Omitted]

(d) Setback requirements. In all districts, all antenna support structures shall be set back from the nearest property line at least a distance equal to the height of the antenna support structure. This provision does not apply to existing antenna support structures unless said structure is enlarged or structurally modified. **As indicated on the last page of the attached Exhibit A, Verizon's proposed site will meet a tower height setback from the nearest property lines.**

(e) Distance from residences.

(1) Antenna support structures of up to 150 feet in height shall not be constructed within 300 feet of any residential structure.

(2) Antenna support structures of over 150 feet in height shall not be constructed within 500 feet of any residential structure.

(3) Notwithstanding subsections (e)(1) and (2) of this section, if an antenna support structure is located on the same parcel of land as a residential structure, the setback to that residential structure may be equal to the height of the antenna support structure plus 15 feet. **Verizon's proposed antennas meet this setback requirement.**

(f) Multiple towers. **[Omitted]**

(g) Location limitations. The location of any antenna support structure on a particular parcel of land shall be located so as to have the least impact possible on adjoining properties, and so that any negative impacts of the antenna support structure shall be confined as much as possible to the property on which the antenna support structure is located. **Verizon has proposed its tower in a location on the parcel to limit visibility or other adverse effects on neighboring properties. There is significant mature tree growth on the subject parcel, the tower is designed at a height below which FAA lighting is necessary, and the tower is located on the middle of the subject parcel.**

Sec. 32-452. Antenna regulations in all districts.

(a) Standards. The following standards shall apply to all antennas and antenna support structures:

(1) All obsolete and unused antennas and antenna support structures shall be removed within 90 days of cessation of operation at the site, unless an exemption is granted by the city. After the facilities are removed, the site shall be restored to its original or an improved condition. Failure to comply with this provision will result in the city completing the removal and site restoration, and the city's costs shall be assessed against the property and collected as a real estate tax. **Verizon Wireless agrees to comply with this provision.**

(2) All antenna shall be constructed in compliance with city building and electrical codes.

**Verizon Wireless agrees to comply with this provision.**

(3) Structural design, mounting and installation of the antenna shall be in compliance with manufacturer's specifications. The plans shall be approved and certified by a registered professional engineer at the owner's expense. **Verizon Wireless agrees to comply with this provision.**

(4) When applicable, written authorization for antenna erection shall be provided by the property owner. **Verizon Wireless can supplement its application with written permission from the property owner if necessary.**

(5) No advertising message shall be affixed to the antenna structure. **Verizon Wireless agrees to comply with this provision.**

(6) The height of the antenna shall be the minimum necessary to function satisfactorily, as verified by a registered professional engineer. **Verizon will supplement its application with a statement**

(7) Antennas shall not be artificially illuminated and must not display strobe lights. When incorporated into the approved design, the tower may support light fixtures used to illuminate ball fields, parking lots, or other similar areas. **Verizon Wireless has kept its antenna height below a level where lighting will be necessary.**

(8) When applicable, proposals to erect new antenna shall be accompanied by any required federal, state, or local agency licenses. **Verizon Wireless will supplement its applications with any required licenses.**

(9) No new antenna support structures shall be constructed if it is feasible to locate the proposed new antenna on existing support structures. Feasibility shall be determined according to generally accepted engineering principles. If a new antenna support structure is to be constructed, it shall be designed structurally and electrically to accommodate both the applicant's antennas and comparable antennas for at least two additional users if the antenna support structure is 100 feet in height or more. Any antenna support structure must also be designed to allow for future rearrangement of antennas upon the tower and to accept antennas mounted at different heights. Other users shall include, but not be limited to, other cellular communication companies, personal communication systems companies, local police, fire and ambulance companies.

(10) Antenna support structures shall be constructed and finished to reduce visual impact and to meet all applicable FAA requirements.

(11) The use of guyed towers is prohibited. Towers must be self-supporting without the use of wires, cables, beams or other means. The design should utilize a monopole design. The city may grant variances to this requirement in cases where structural, RF design considerations, and/or the number of tenants required by the city prevent the feasible use of a monopole. **Verizon Wireless has proposed a monopole-style tower.**

Permanent platforms or structures, exclusive of antennas, are prohibited.

(12) The base of any tower shall occupy no more than 500 square feet and the top of the tower shall be no larger than the base.

(13) Antennas and antenna support structures must be designed to blend into the surrounding environment through use of color and camouflaging architectural treatment, except in instances where the color is dictated by federal or state authorities. All locations should provide the maximum amount of screening from off-site views as is feasible. Existing on-site vegetation shall be preserved to the maximum extent practicable.

(14) The base of all antenna support structures shall be landscaped according to a plan approved by the city engineer. Buildings which are constructed or used in conjunction with the antenna support structure shall be designed to be architecturally compatible with other existing structures on the site.

(15) Antennas shall be subject to state and federal regulations pertaining to nonionizing radiation and other health hazards related to such facilities. If new, more restrictive standards are adopted, antennas shall be brought into compliance with the new standards by the owner and operator. The cost of verification of compliance shall be borne by the owner and operator of the antenna.

(16) Except as approved by the city as to public utilities, no part of any antenna or support structure, nor any lines, cables, equipment, wires, or braces shall at any time extend across or over any part of any right-of-way, public street, highway, sidewalk, or property line.

(17) All metal towers and all necessary components shall be constructed of or treated with corrosion resistant material.

(18) All antennas and support structures shall be adequately insured for injury and property damage.

(19) All new antenna support structures shall be constructed to provide space for the installation of a city emergency/fire siren in such a fashion that it will not interfere with any antennas. Said space shall be available for said use by the city at no cost to the city.

(20) No temporary mobile communication sites are permitted except in the case of equipment failure, equipment testing, or in the case of an emergency situation as authorized by the police. Use of temporary mobile communication sites for testing purposes shall be limited to 24 hours; use of temporary mobile communication sites for equipment failure, or in the case of emergency situations, shall be limited to a term of 30 days. These limits can be extended by the city council.

(21) All equipment and construction regulated by this division shall comply with recognized applicable standards or regulations, such as, but not limited to, those standards and regulations established by the following (or their successors): American National Standards Institute (ANSI) Electronic Industries Association (EIA) Federal Communications Commission (FCC) Federal Aviation Administration (FAA) Institute of Electrical and Electronic Engineers (IEEE) State Building Code (SBC) and other state standards. National Electrical Code (NEC) National Fire Protection Association (NFPA) Occupational Safety and Health Administration (OSHA)

(22) All applications under this division and all approved uses must at all times also comply with all other applicable city ordinances.

(b) Structures requiring permits. The following regulations shall apply to all antennas and antenna support structures for which a conditional use permit, administrative permit or site plan is required under this article:

(1) The applicant shall demonstrate by providing a coverage/interference analysis and capacity analysis prepared by a registered professional engineer that the location of the antennas as proposed is necessary to meet the frequency reuse and spacing needs and to provide adequate coverage and capacity to areas which cannot be adequately served by locating the antennas in a less restrictive district. Said analysis shall also demonstrate to the reasonable satisfaction of the city that the proposed use will not interfere with the radio, television, telephone, computer, and other similar services enjoyed by the properties in the area.

(2) Transmitting, receiving and switching equipment shall be housed within an existing structure whenever possible. If a new equipment building is necessary for transmitting, receiving and switching equipment, it shall be situated in the rear yard of the principal use and shall be screened from view by landscaping.

(3) Unless the antenna is mounted on an existing structure, at the discretion of the city, a security fence not greater than eight feet in height with a maximum opacity of 50 percent shall be provided around the support structure.

(4) All antenna support structures shall be reasonably protected against climbing.

(5) At least annually, and at each time a new user is added to an antenna support structure, the owner or operator shall provide to the city a report from a registered engineer that the antenna comply with all applicable regulations regarding emission of radiation and electromagnetic waves.

(6) The base of all antenna support structures shall be posted with signs stating "Keep Off" on all sides. Additionally, all telecommunications facilities shall be clearly identified as to location and operator so as to facilitate emergency response. Specifically, an address sign shall be installed in conformance with fire department requirements at the entrance of the public way to provide direction along the access road to the facility itself. Additionally, a permanent, weatherproof, approximately 16 inch by 32 inch facility identification sign shall be placed on the gate in the fence around the equipment building, or if there is no fence, next to the door to the equipment shed itself. Said sign shall identify the facility operator, provide his address, and specify a 24-hour telephone number at which he can be reached. **Verizon Wireless agrees to comply with this provision.**

Sec. 32-453. Amateur radio antennas and towers. [Omitted]

Sec. 32-454. Noise and traffic.

All telecommunications facilities shall be constructed and operated in such a manner as to minimize the amount of disruption caused the residents of nearby homes and the users of nearby recreational areas such as public parks and trails. To that end, all of the following measures shall be implemented:

(1) Outdoor noise producing construction activities shall take place only on weekdays (Monday through Friday) between the hours of 7:30 a.m. and sunset, unless allowed at other times by the city.

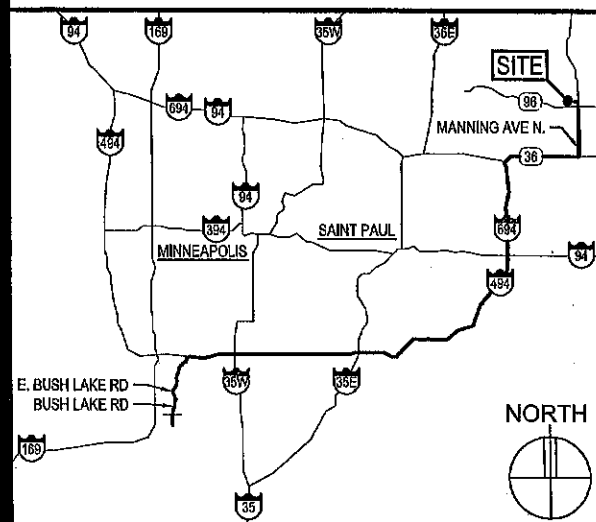
(2) Back-up generators shall be operated only during power outages and for testing and maintenance purposes. Testing and maintenance shall only take place on weekdays between the hours of 7:30 a.m. and sunset.

(3) Traffic shall at all times be kept to an absolute minimum, but in no case more than one round trip per day on an average annualized basis once construction is complete.

**Verizon Wireless agrees to comply with all restrictions and obligations of the section.**

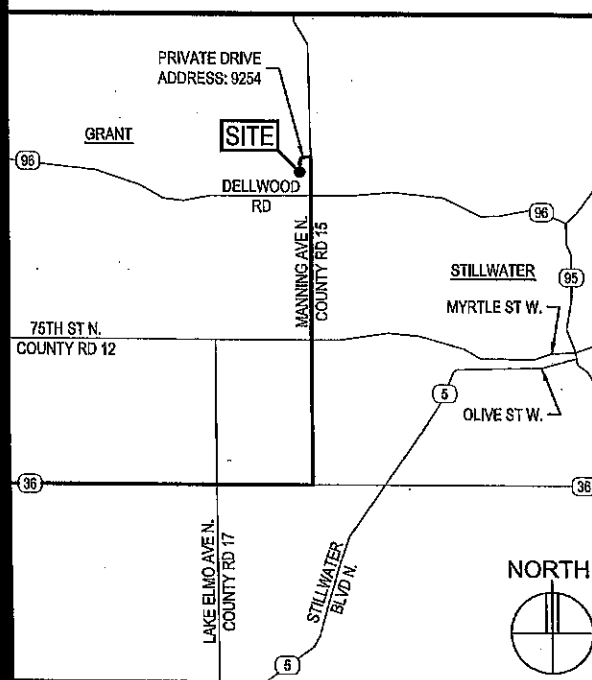
# VERIZON WIRELESS

AREA MAP



DIRECTIONS FROM BLOOMINGTON RNC:  
HEAD NORTHWARD ON BUSH LAKE ROAD. MERGE ONTO E. BUSH LAKE ROAD. CONTINUE TO I-494, EXIT EAST. FOLLOW I-494 AND MERGE ONTO I-694 NORTHBOUND. CONTINUE TO MN-36, EXIT EAST. CONTINUE TO MANNING AVENUE N/COUNTY ROAD 15, TURN LEFT. CONTINUE PAST MN-96, SITE ON LEFT (WEST) SIDE OF ROAD. ACCESS VIA PRIVATE DRIVE. FOLLOW ACCESS DRIVE WEST/SOUTH TO SITE.

VICINITY MAP



## GENERAL NOTES

- In the event that Special Inspections are not performed in compliance with the contract terms, bid specifications and/or specified form, the General Contractor will be liable for all damages, construction performance, failures, and corrective actions related to the same.
- The following general notes shall apply to drawings and govern unless otherwise noted or specified.
- The work delineated in these drawings and described in the specifications shall conform to codes, standards and regulations that have jurisdiction in the state of Minnesota, and the city of Grant.
- Requirements and regulations pertaining to R.F., safety codes and practices must be incorporated in the work even though they may not be listed individually and separately in either the drawings or the specifications.
- Compare field conditions with architectural and engineering drawings. Any discrepancies shall be directed to the Architect for clarification prior to fabrication and/or construction. Submit necessary shop drawings prior to fabrication for approval by the Architect. No information or details on these sheets may be used without the permission of the owner, or the architect.
- Do not scale drawings! 11" x 17" drawings to scale 24" x 36" drawings scale multiply by 2
- Unless otherwise shown or noted, typical details shall be used where applicable.
- Details shall be considered typical at similar conditions.
- Safety measures: The contractor shall be solely and completely responsible for the conditions of the job site, including safety of the persons and property and for independent engineering reviews of these conditions. The Architect's or Engineers' job site review is not intended to include review of the adequacy of the contractor's safety measures.
- Within these plans and specifications, "Owner" implies VERIZON WIRELESS.
- The work is the responsibility of the general contractor unless noted otherwise.
- The terms "contractor" and "g.c." refer to the owner's general contractor and the general contractor's sub-contractors. It is the general contractor's responsibility to determine the division of work among sub-contractors.
- The general contractor is responsible in obtaining necessary public and private underground utility locate services prior to start of excavating / construction.
- General Contractor to assemble/erect/construct tower per manufacturers drawings not included in this package.

## VERIZON WIRELESS DEPARTMENTAL APPROVALS

|                          | NAME          | DATE     |
|--------------------------|---------------|----------|
| RF ENGINEER              | JORDAN ALSTAD | 09/06/13 |
| OPERATIONS<br>MANAGER    |               |          |
| CONSTRUCTION<br>ENGINEER | RONALD REITER | 08/16/13 |
| CONSTRUCTION<br>MANAGER  |               |          |
| REAL ESTATE<br>MANAGER   |               |          |

## LESSOR / LICENSOR APPROVAL

| SIGNATURE   | PRINTED NAME  | DATE |
|---|---|------|
|   |   |      |
| LESSOR / LICENSOR: PLEASE CHECK THE APPROPRIATE BOX BELOW |   |      |
| <input type="checkbox"/> NO CHANGES.                      | <input type="checkbox"/> CHANGES NEEDED. SEE COMMENTS ON PLANS. |      |

## PROJECT INFORMATION

|   |   |
|---|---|
| SITE NAME:                                | MINC KIT KAT  |
| PROJECT NUMBER:                           | 20130877400   |
| SITE ADDRESS:                             | MANNING AVENUE NORTH<br>GRANT, MINNESOTA 55082  |
| COUNTY:                                   | WASHINGTON  |
| LATITUDE:                                 | N45° 04' 57.60"   |
| LONGITUDE:                                | W92° 51' 56.20"   |
| GROUND ELEVATION:                         | 914.7' AMSL   |
| ANTENNA TIP HEIGHT:                       | 1084.7' AMSL - 150.0' AGL (CDMA/LTE)<br>1063.0' AMSL - 148.3' AGL (EVDO/AWS)  |
| ANTENNA CENTERLINE HEIGHT:                | 1080.7' AMSL - 146.0' AGL   |
| TOWER HEIGHT:                             | 1084.7' AMSL - 150.0' AGL   |
| OVERALL STRUCTURE HEIGHT:                 | 1073.7' AMSL - 159.0' AGL   |
| DRAWING BASED ON<br>SITE DATA FORM DATED: | 07-26-13  |
| OCCUPANCY:                                | B   |
| BUILDING TYPE:                            | V-B   |
| SITE AREA:                                | 20'-0" X 55'-0" = 1100 S.F.   |
| ROOF LOAD:                                | LIVELOAD = 105 PSF  |
| PARKING:                                  | PROVIDED  |
| ESTIMATED COAX RUN:                       | "X" COAX RUN = (4) 1-5/8" LINES @ 160' EA<br>"Y" COAX RUN = (4) 1-5/8" LINES @ 160' EA<br>"Z" COAX RUN = (4) 1-5/8" LINES @ 160' EA |

PROJECT DESCRIPTION:  
INSTALL THE PROPOSED MONOPOLE, PREFABRICATED SHELTER, ANTENNAS, MOUNTS, COAX, FENCING, SITEWORK AND UTILITIES TO IMPROVE COMMUNICATIONS SERVICE IN THE GRANT, MINNESOTA AREA.

## SHEET INDEX

| SHEET | SHEET DESCRIPTION                                      |
|-------|--|
| T-1   | PROJECT INFORMATION, MAPS, DIRECTIONS, AND SHEET INDEX |
| A-1   | SITE PLAN  |
| A-2   | ENLARGED SITE PLAN                                     |
| A-3   | TOWER ELEVATION, ANTENNA & COAX KEY AND DETAILS        |
| A-4   | SHELTER PLANS & ELEVATIONS AND FOUNDATION DETAILS      |
| A-5   | MISCELLANEOUS DETAILS                                  |
| A-6   | OUTLINE SPECIFICATIONS                                 |
| G-1   | GROUNDING NOTES AND DETAILS                            |
| G-2   | GROUNDING PLAN AND NOTE KEY                            |
| G-3   | EXTERIOR GROUNDING DETAILS                             |
| E-1   | UTILITY SITE PLAN                                      |
| E-2   | UTILITY DETAILS, DIAGRAMS, SCHEDULES AND NOTES         |
| -     | SURVEY   |

NOT FOR  
CONSTRUCTION

## DESIGN 1

ROBERT J DAVIS, AIA  
ARCHITECT  
9973 VALLEY VIEW RD.  
EDEN PRAIRIE, MN 55344  
(952) 903-9299

## ISSUE SUMMARY

| REV. | DESCRIPTION                          | SHEET OR DETAIL |
|------|--------------------------------------|-----------------|
| A    | ISSUED FOR REVIEW 09-06-13           | ALL             |
| B    | ISSUED FOR OWNER APPROVAL 09-18-13   | ALL             |
| C    | REISSUED FOR OWNER APPROVAL 10-07-13 | ALL             |

## CONTACTS

|                                   |   |
|-----------------------------------|---|
| LESSOR / LICENSOR:                | ROBERT & DENISE GROGAN<br>9254 MANNING AVENUE NORTH<br>GRANT, MINNESOTA 55082<br>(651) 783-2002           |
| LESSEE:                           | VERIZON WIRELESS<br>10801 BUSH LAKE ROAD<br>BLOOMINGTON, MN 55438<br>(612) 720-0030, MIKE COGAR           |
| POWER UTILITY<br>COMPANY CONTACT: | XCEL ENERGY<br>414 NICOLLET MALL<br>MINNEAPOLIS, MN 55401<br>(800) 628-2121                               |
| TELCO UTILITY<br>COMPANY CONTACT: | CENTURYLINK<br>12401 WAYZATA BLVD<br>MINNETONKA, MN 55305<br>(952) 459-1396                               |
| ARCHITECT:                        | DESIGN 1 OF EDEN PRAIRIE, LLC.<br>9973 VALLEY VIEW ROAD<br>EDEN PRAIRIE, MN 55344<br>(952) 903-9299       |
| SURVEYOR:                         | SUNDE LAND SURVEYING<br>9001 E. BLOOMINGTON FREEWAY, SUITE 118<br>BLOOMINGTON, MN 55420<br>(952) 881-2455 |
| STRUCTURAL<br>ENGINEER:           | N/A   |
| GEOTECHNICAL<br>ENGINEER:         | T.B.D   |

## VERIZON WIRELESS

10801 BUSH LAKE ROAD  
BLOOMINGTON, MN 55438  
(612) 720-0030

PROJECT  
20130877400

MINC  
KIT KAT

MANNING AVENUE NORTH  
GRANT, MN 55082

## SHEET CONTENTS:

CONTACTS  
ISSUE SUMMARY  
SHEET INDEX  
DEPARTMENTAL APPROVALS  
LESSOR APPROVAL  
PROJECT INFORMATION  
AREA & VICINITY MAPS  
GENERAL NOTES

|             |          |
|-------------|----------|
| DRAWN BY:   | MJS      |
| DATE:       | 08-23-13 |
| CHECKED BY: | CDB      |
| REV. A      | 09-05-13 |
| REV. B      | 09-18-13 |
| REV. C      | 10-07-13 |



GENERATOR TYPE:  
DIESEL

NOT FOR  
CONSTRUCTION

**DESIGN** 1

ROBERT J DAVIS, AIA  
ARCHITECT  
8973 VALLEY VIEW RD.  
EDEN PRAIRIE, MN 55344  
(952) 903-9289

**VERIZON  
WIRELESS**

10801 BUSH LAKE ROAD  
BLOOMINGTON, MN 55438  
(612) 720-0030

PROJECT  
20130877400

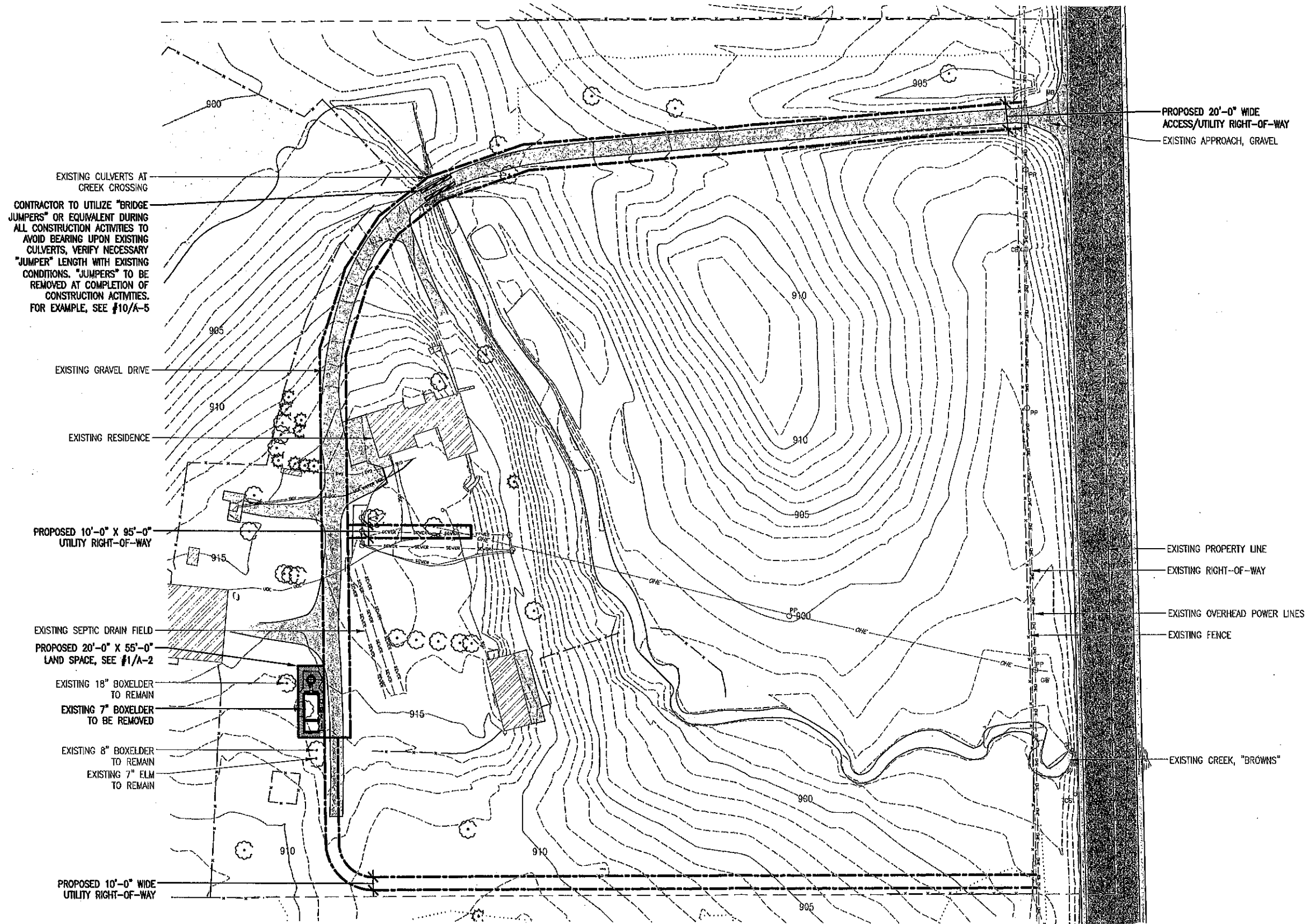
MINC  
KIT KAT

MANNING AVENUE NORTH  
GRANT, MN 55082

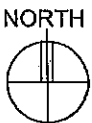
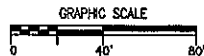
SHEET CONTENTS:  
SITE PLAN

|             |          |
|-------------|----------|
| DRAWN BY:   | MJS      |
| DATE:       | 08-23-13 |
| CHECKED BY: | CDB      |
| REV. A      | 09-05-13 |
| REV. B      | 09-18-13 |
| REV. C      | 10-07-13 |

A-1



1 OVERALL SITE PLAN  
SCALE: 1" = 80'-0"



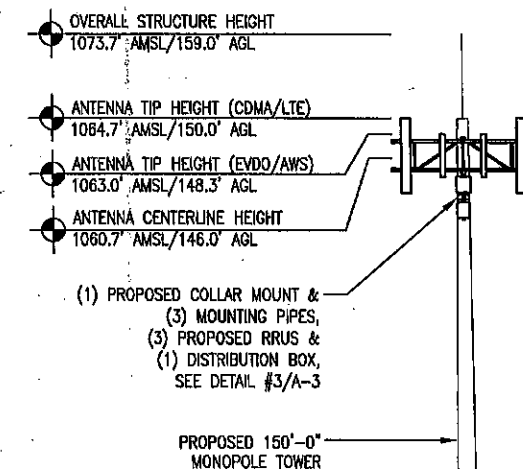


| ANTENNA KEY   |         |          |          |     |              |                |          |                |             |                |               |               |
|---|---------|----------|----------|-----|--------------|----------------|----------|----------------|-------------|----------------|---------------|---------------|
|   | AZIMUTH | POSITION | FUNCTION | QTY | MANUFACTURER | MODEL          | MOD TYPE | ANTENNA LENGTH | ANTENNA TIP | ANTENNA CENTER | ELEC DOWNTILT | MECH DOWNTILT |
| "X" SECTOR  | 344°    | 1.1      | TX/RX0   | 1   | ANDREW       | LNK-6515DS-VTM | CDMA     | 96.4"          | 150.0'      | 146.0'         | 0°            | 0°            |
|   | -       | 1.2      | TX/RX1   | -   | -            | 2ND PORT       | LTE      | -              | -           | -              | -             | -             |
|   | 344°    | 2.1      | TX/RX0   | 1   | ANTEL        | WBX065X17M050  | EVDO     | 54.7"          | 148.3'      | 146.0'         | 0°            | 0°            |
|   | -       | 2.2      | TX/RX1   | -   | -            | 2ND PORT       | AWS      | -              | -           | -              | -             | -             |
|   | 344°    | 3.1      | TX/RX0   | 1   | ANTEL        | WBX065X17M050  | AWS      | 54.7"          | 148.3'      | 146.0'         | 0°            | 0°            |
|   | -       | 3.2      | TX/RX1   | -   | -            | 2ND PORT       | EVDO     | -              | -           | -              | -             | -             |
|   | 344°    | 4.1      | TX/RX0   | 1   | ANDREW       | LNK-6515DS-VTM | LTE      | 96.4"          | 150.0'      | 146.0'         | 0°            | 0°            |
|   | -       | 4.2      | TX/RX1   | -   | -            | 2ND PORT       | CDMA     | -              | -           | -              | -             | -             |
| "Y" SECTOR  | 104°    | 1.1      | TX/RX0   | 1   | ANDREW       | LNK-6515DS-VTM | CDMA     | 96.4"          | 150.0'      | 146.0'         | 2°            | 0°            |
|   | -       | 1.2      | TX/RX1   | -   | -            | 2ND PORT       | LTE      | -              | -           | -              | -             | -             |
|   | 104°    | 2.1      | TX/RX0   | 1   | ANTEL        | WBX065X17M050  | EVDO     | 54.7"          | 148.3'      | 146.0'         | 0°            | 0°            |
|   | -       | 2.2      | TX/RX1   | -   | -            | 2ND PORT       | AWS      | -              | -           | -              | -             | -             |
|   | 104°    | 3.1      | TX/RX0   | 1   | ANTEL        | WBX065X17M050  | AWS      | 54.7"          | 148.3'      | 146.0'         | 0°            | 0°            |
|   | -       | 3.2      | TX/RX1   | -   | -            | 2ND PORT       | EVDO     | -              | -           | -              | -             | -             |
|   | 104°    | 4.1      | TX/RX0   | 1   | ANDREW       | LNK-6515DS-VTM | LTE      | 96.4"          | 150.0'      | 146.0'         | 2°            | 0°            |
|   | -       | 4.2      | TX/RX1   | -   | -            | 2ND PORT       | CDMA     | -              | -           | -              | -             | -             |
| "Z" SECTOR  | 224°    | 1.1      | TX/RX0   | 1   | ANDREW       | LNK-6515DS-VTM | CDMA     | 96.4"          | 150.0'      | 146.0'         | 0°            | 0°            |
|   | -       | 1.2      | TX/RX1   | -   | -            | 2ND PORT       | LTE      | -              | -           | -              | -             | -             |
|   | 224°    | 2.1      | TX/RX0   | 1   | ANTEL        | WBX065X17M050  | EVDO     | 54.7"          | 148.3'      | 146.0'         | 0°            | 0°            |
|   | -       | 2.2      | TX/RX1   | -   | -            | 2ND PORT       | AWS      | -              | -           | -              | -             | -             |
|   | 224°    | 3.1      | TX/RX0   | 1   | ANTEL        | WBX065X17M050  | AWS      | 54.7"          | 148.3'      | 146.0'         | 0°            | 0°            |
|   | -       | 3.2      | TX/RX1   | -   | -            | 2ND PORT       | EVDO     | -              | -           | -              | -             | -             |
|   | 224°    | 4.1      | TX/RX0   | 1   | ANDREW       | LNK-6515DS-VTM | LTE      | 96.4"          | 150.0'      | 146.0'         | 0°            | 0°            |
|   | -       | 4.2      | TX/RX1   | -   | -            | 2ND PORT       | CDMA     | -              | -           | -              | -             | -             |
| PROPOSED (ADDITIONAL): (3) COMMSCOPE TWIN DUAL DUPLEX TMA MODEL #E1R505P19<br>(2) COMMSCOPE DISTRIBUTION BOX MODEL #RVZDC-3315-PF-DC (1 ON TOWER & 1 IN SHELTER)<br>(1) COMMSCOPE 6RRU TRUNK HYBRID CABLE MODEL #HFT1206-24S26-180<br>(2) CSS DUPLEXER MODEL #DBC-7CAP (2 IN SHELTER) |         |          |          |     |              |                |          |                |             |                |               |               |

PROPOSED (ADDITIONAL): (3) COMMSCOPE TWIN DUAL DUPLEX TMA MODEL #E15R05P19  
 (2) COMMSCOPE DISTRIBUTION BOX MODEL #RVZDC-3315-PF-DC (1 ON TOWER & 1 IN SHELTER)  
 (1) COMMSCOPE 6RRU TRUNK HYBRID CABLE MODEL #HFT1206-24S26-180  
 (2) CSS DIPLEXER MODEL #DBC-7CAP (2 IN SHELTER)

| COAX KEY |           |              |          |   |                 |            |     |            |   | TTA KEY |   |
|----------|-----------|--------------|----------|---|-----------------|------------|-----|------------|---|---------|---|
| QTY      | COAX TYPE | MANUFACTURER | MODEL    | DIELECTRIC  | DIAMETER (INCH) | RUN (FEET) | QTY | MODEL      |   |         |   |
| 1        | MAIN      | ANDREW       | AVA7-50  | FOAM  | 1-5/8"          | 160'       | -   | -          | - | -       | - |
| 1        | MAIN      | ANDREW       | AVA7-50  | FOAM  | 1-5/8"          | 160'       | -   | -          | - | -       | - |
| 1        | DIPLEX    | CSS          | DBC-7CAP | DIPLEXED WITH 850   |                 |            | 1   | ADC DD1900 |   |         |   |
| 1        | RRU       | ERICSSON     | RRUS-12  | (1) COMMSCOPE HFT412-2S29-15 FIBER FEED TAIL DIST. BOX TO RRU |                 |            | -   | -          | - | -       | - |
| 1        | DIPLEX    | CSS          | DBC-7CAP | DIPLEXED WITH 850   |                 |            | 1   | ADC DD1900 |   |         |   |
| 1        | MAIN      | ANDREW       | AVA7-50  | FOAM  | 1-5/8"          | 160'       | -   | -          | - | -       | - |
| 1        | MAIN      | ANDREW       | AVA7-50  | FOAM  | 1-5/8"          | 160'       | -   | -          | - | -       | - |
| 1        | MAIN      | ANDREW       | AVA7-50  | FOAM  | 1-5/8"          | 160'       | -   | -          | - | -       | - |
| 1        | DIPLEX    | CSS          | DBC-7CAP | DIPLEXED WITH 850   |                 |            | 1   | ADC DD1900 |   |         |   |
| 1        | RRU       | ERICSSON     | RRUS-12  | (1) COMMSCOPE HFT412-2S29-15 FIBER FEED TAIL DIST. BOX TO RRU |                 |            | -   | -          | - | -       | - |
| 1        | DIPLEX    | CSS          | DBC-7CAP | DIPLEXED WITH 850   |                 |            | 1   | ADC DD1900 |   |         |   |
| 1        | MAIN      | ANDREW       | AVA7-50  | FOAM  | 1-5/8"          | 160'       | -   | -          | - | -       | - |
| 1        | MAIN      | ANDREW       | AVA7-50  | FOAM  | 1-5/8"          | 160'       | -   | -          | - | -       | - |
| 1        | MAIN      | ANDREW       | AVA7-50  | FOAM  | 1-5/8"          | 160'       | -   | -          | - | -       | - |
| 1        | MAIN      | ANDREW       | AVA7-50  | FOAM  | 1-5/8"          | 160'       | -   | -          | - | -       | - |
| 8        | JUMPER    | ANDREW       | LDF4-50  | FOAM  | 1/2"            | 10'        | -   | -          | - | -       | - |

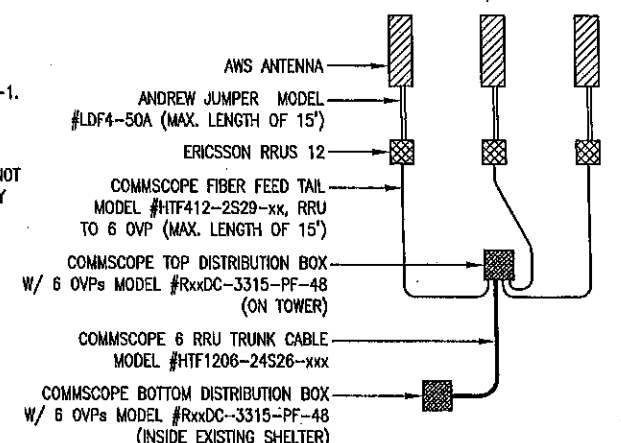
NOTE: FOR AWS ANTENNA ONE-LINE DIAGRAM, SEE #4/A-3



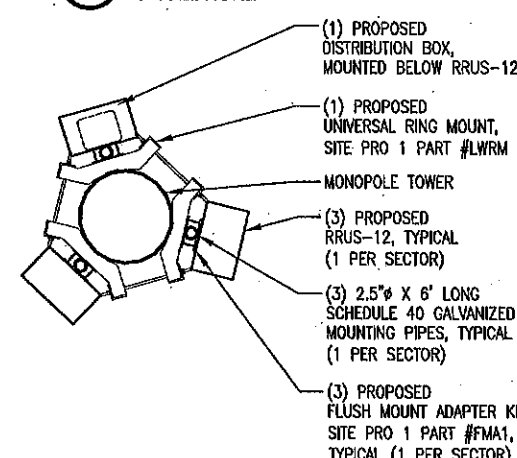
TOWER ELEVATION NOTES:  
 1) TOWER TO BE ERECTED AND INSTALLED IN ACCORDANCE WITH TOWER MANUFACTURER'S DRAWINGS NOT INCLUDED WITH THIS PACKAGE. DISCREPANCIES BETWEEN TOWER DRAWINGS AND ARCHITECTURAL DRAWINGS TO BE REPORTED TO VERIZON WIRELESS AND THE ARCHITECT IMMEDIATELY.  
 2) TOWER FOUNDATION, SHELTER FOUNDATION AND THE ACCESS DRIVE TO BE EXCAVATED AND CONSTRUCTED IN ACCORDANCE WITH RECOMMENDATIONS AND SPECIFICATIONS OF THE GEOTECHNICAL REPORT WHICH IS NOT INCLUDED IN THIS PACKAGE. DISCREPANCIES BETWEEN THE REPORT AND THE OTHER DOCUMENTS TO BE IMMEDIATELY REPORTED TO VERIZON WIRELESS AND THE ARCHITECT.

ANTENNA MOUNTING NOTES:  
 1) T-FRAME/PLATFORM MAKE AND MODEL T.B.D.  
 2) CONTRACTOR TO SUPPLY: (12) 2.5" x 8.5' LONG SCHEDULE 40 GALVANIZED MOUNTING PIPES.

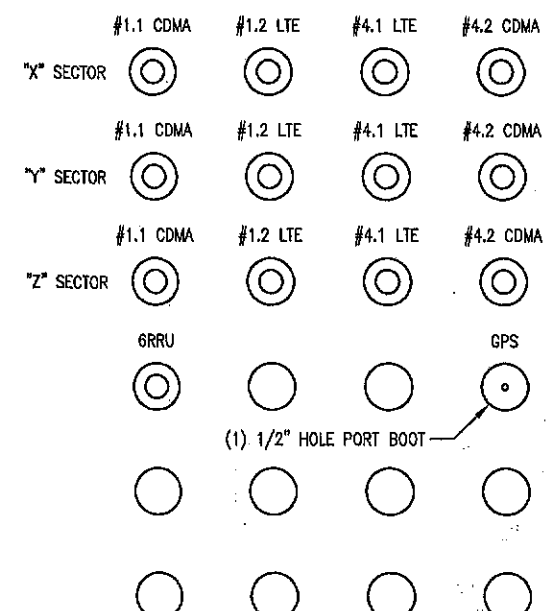
ONE-LINE DIAGRAM NOTES:  
 1) CABLE HANGERS: COMMSCOPE 42306A-1.  
 2) HOIST GRIPS: COMMSCOPE 19256B.  
 3) OVERALL LENGTH OF POWER CABLES NOT TO EXCEED 367' FROM POWER SUPPLY TO REMOTE RADIO UNIT.



4 AWS ONE-LINE DIAGRAM  
SCALE: NONE



3 COLLAR MOUNT DETAIL  
SCALE: NONE

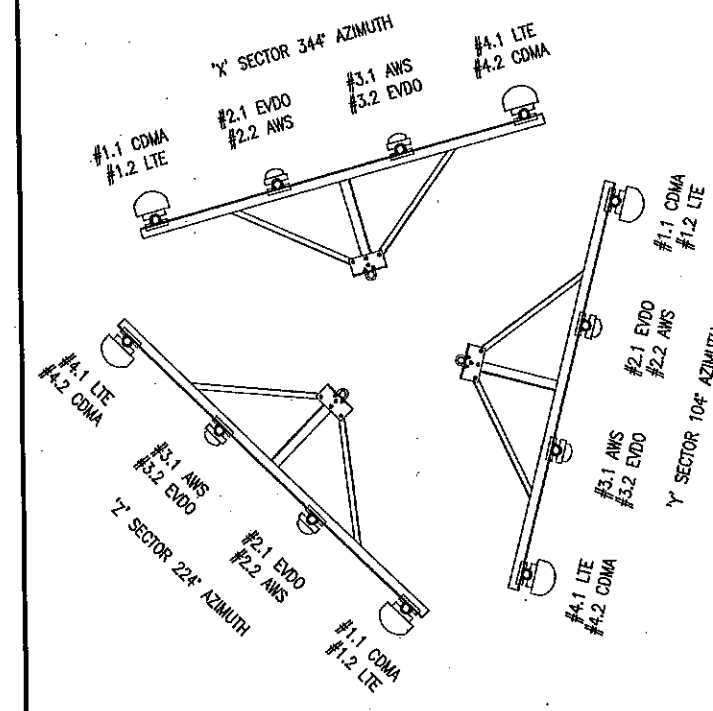


2 COAX ENTRY DETAIL  
SCALE: NONE (INTERIOR VIEW)

(12) PROPOSED 1-5/8" COAX AND (1) HYBRID CABLE MOUNTED INSIDE OF TOWER FOR COAX KEY, SEE #5/A-3

GROUND ELEVATION  
914.7' AMSL/0.0' AGL

1 TOWER ELEVATION  
SCALE: 1" = 20'



6 ANTENNA MOUNTING DETAIL  
SCALE: 3/16" = 1'-0"



NOT FOR CONSTRUCTION

DESIGN 1

ROBERT J DAVIS, AIA  
 ARCHITECT  
 8878 VALLEY VIEW RD.  
 EDEN PRAIRIE, MN 55344  
 (952) 803-9299

VERIZON WIRELESS

10801 BUSH LAKE ROAD  
 BLOOMINGTON, MN 55438  
 (612) 720-0030

PROJECT  
20130877400

MINC  
KIT KAT

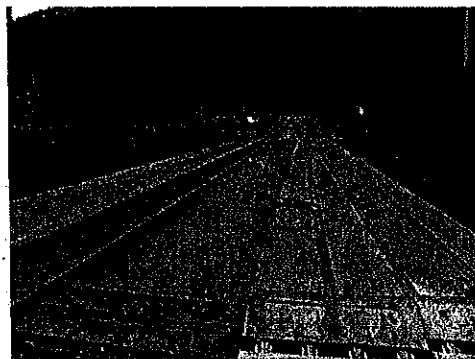
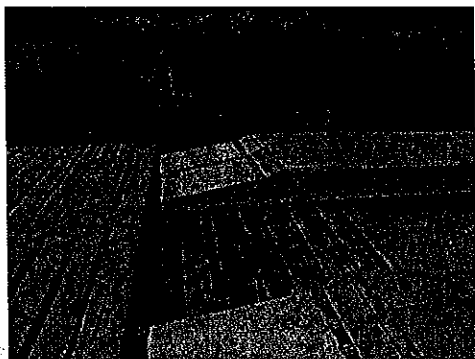
MANNING AVENUE NORTH  
GRANT, MN 55082

SHEET CONTENTS:  
 TOWER ELEVATION  
 COAX ENTRY DETAIL  
 COLLAR MOUNT DETAIL  
 AWS ONE-LINE DIAGRAM  
 ANTENNA, COAX & TTA KEY  
 ANTENNA MOUNTING DETAIL

DRAWN BY: MJS  
 DATE: 08-23-13  
 CHECKED BY: CDB  
 REV. A 09-05-13  
 REV. B 09-18-13  
 REV. C 10-07-13

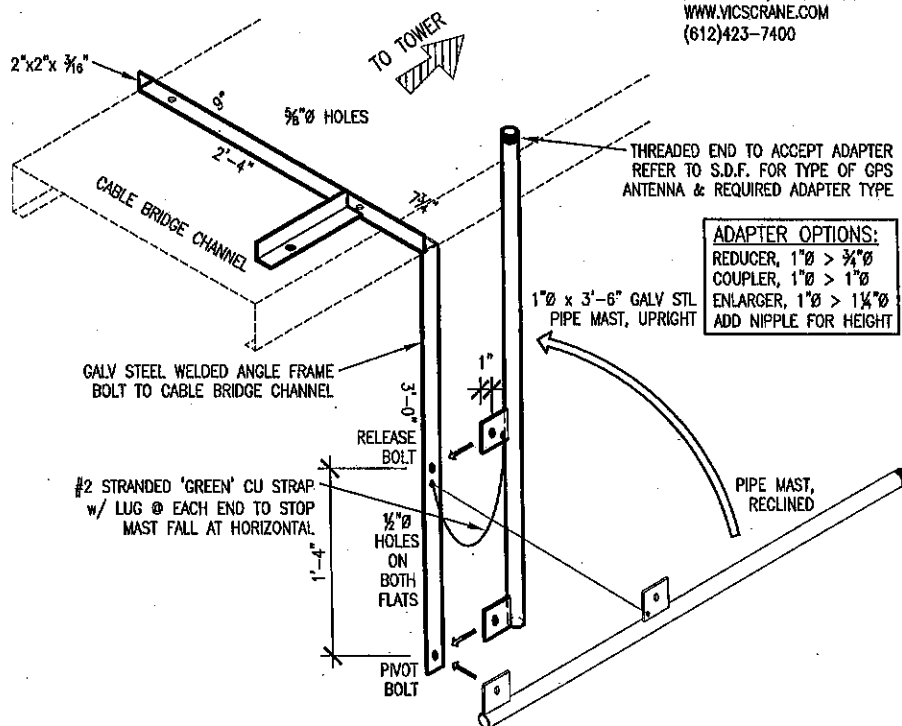
A-3



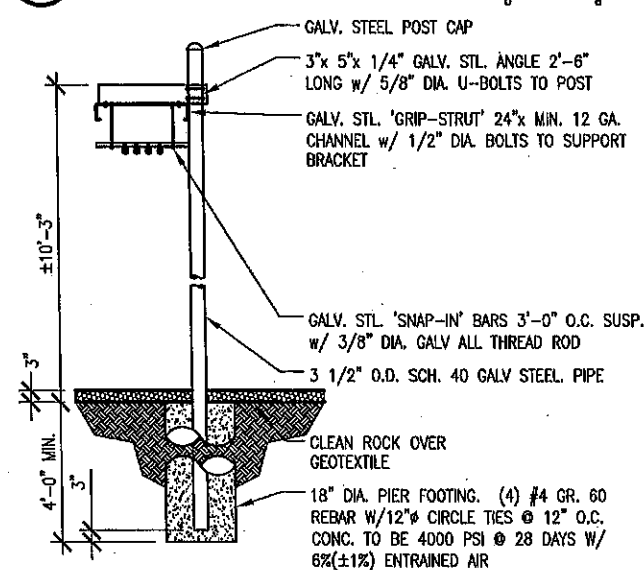


# 10 "BRIDGE JUMPER" EXAMPLE SCALE: NOT TO SCALE

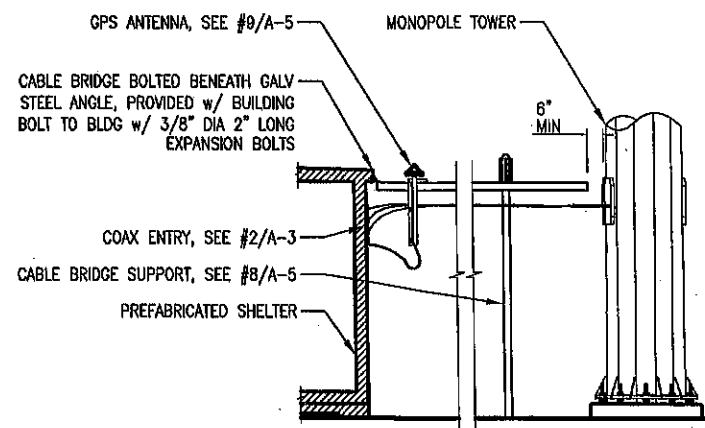
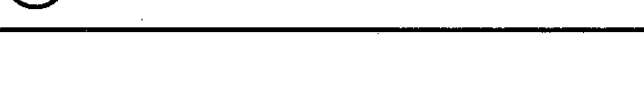
CONTACT: DAN SYVERSON  
VIC'S CRANE & HEAVY HAUL, INC.  
3000 145TH STREET EAST  
ROSEMOUNT, MINNESOTA 55068  
WWW.VICSCRAVE.COM  
(612)423-7400



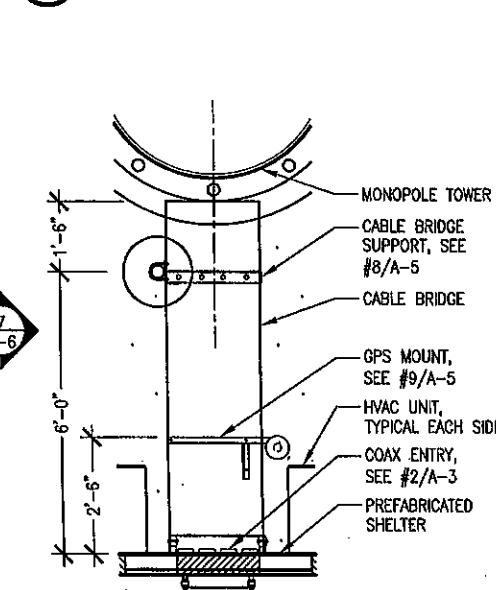
# 9 GPS MOUNTING DETAIL SCALE: 3/4" = 1'-0"



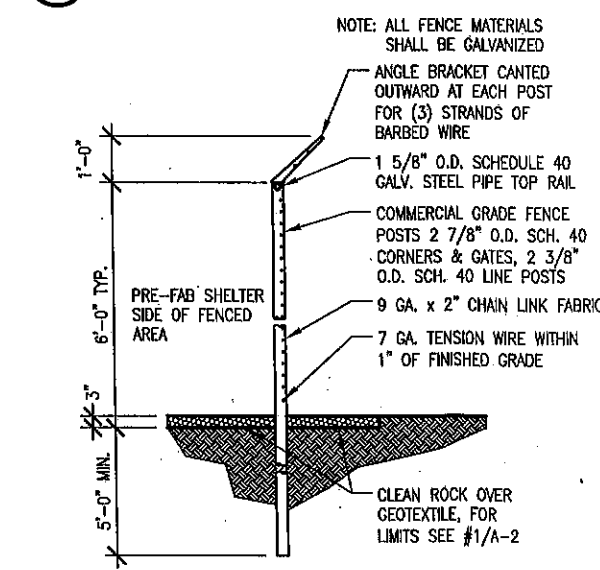
# 8 CABLE BRIDGE SECTION SCALE: 1/4" = 1'-0"



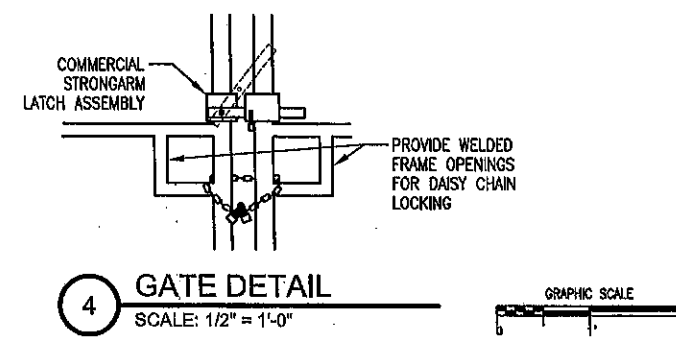
# 7 CABLE BRIDGE ELEVATION SCALE: 1/8" = 1'-0"



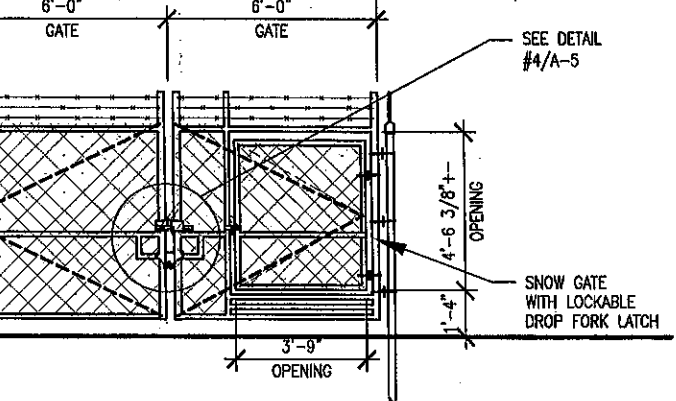
# 6 CABLE BRIDGE PLAN SCALE: 1/4" = 1'-0"



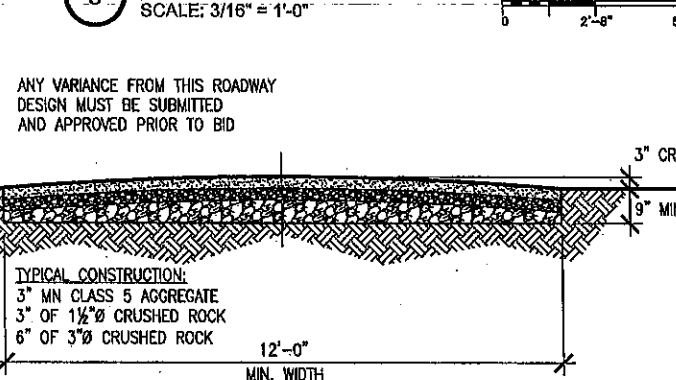
# 5 FENCE SECTION SCALE: 1/4" = 1'-0"



# 4 GATE DETAIL SCALE: 1/2" = 1'-0"

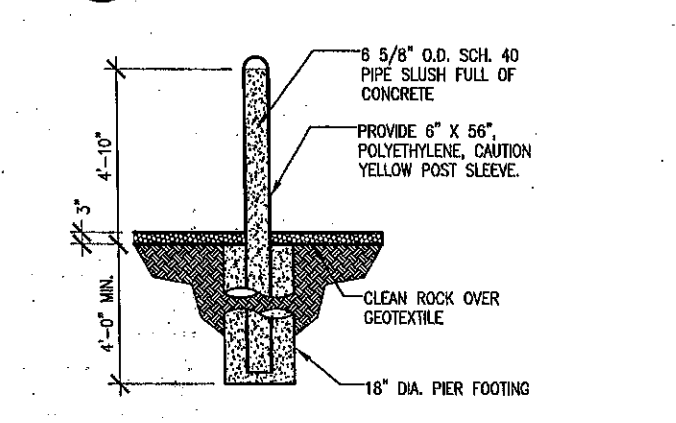


# 3 GATE ELEVATION SCALE: 3/16" = 1'-0"



ANY VARIANCE FROM THIS ROADWAY  
DESIGN MUST BE SUBMITTED  
AND APPROVED PRIOR TO BID

# 2 GRAVEL DRIVE SECTION SCALE: 1/4" = 1'-0"



# 1 BOLLARD SECTION SCALE: 1/4" = 1'-0"



NOT FOR  
CONSTRUCTION

# DESIGN 1

ROBERT J DAVIS, AIA  
ARCHITECT  
9973 VALLEY VIEW RD.  
EDEN PRAIRIE, MN 55344  
(612) 903-9299

# VERIZON WIRELESS

10801 BUSH LAKE ROAD  
BLOOMINGTON, MN 55438  
(612) 720-0030

PROJECT  
20130877400

MINC  
KIT KAT

MANNING AVENUE NORTH  
GRANT, MN 55082

SHEET CONTENTS:  
BOLLARD SECTION  
GRAVEL ROAD SECTION  
GATE ELEVATION/DETAILS  
FENCE SECTION  
CABLE BRIDGE PLAN/DETAILS  
GPS MOUNTING DETAIL

DRAWN BY: MJS  
DATE: 08-23-13  
CHECKED BY: CDB  
REV. A: 09-05-13  
REV. B: 09-16-13  
REV. C: 10-07-13

A-5



GENERAL CONDITIONS

00 0001 PERMITS

Construction Permit shall be acquired by, or in the name of, Verizon Wireless, to be hereinafter referred to as the OWNER. Other permits shall be acquired by the Contractor.

00 0002 SURVEY FEES

Survey shall be furnished by the Architect. Layout Staking shall be coordinated with the Surveyor per "Request For Quote", (RFQ).

01 0010 INSURANCE & BONDS

Contractor is to furnish Insurance certificates for themselves and subcontractors. Contractor will provide any required Bonding. Contractor agrees to warranty the project for (1) one year after completion.

01 0400 SUPERVISION & COORDINATION

Contractor shall provide supervision throughout the Project, coordinating the work of the Subcontractors, and delivery & installation of Owner-furnished items. Contractor's responsibilities include arranging & conducting of Underground Utilities Locates. Contractor shall comply with municipal, county, state and/or federal codes, including OSHA.

01 0600 TESTING

Contractor is responsible for providing Agencies with sufficient notice to arrange for Test Samples (I.e.: Concrete Cylinders), and for Special Inspections.

01 2000 MEETINGS

Contractor shall make themselves aware of, and attend, meetings with the Owner and/or Architect. Contractor is to attend a Pre-Construction Meeting of all parties involved, prior to the start of construction.

01 5100 TEMPORARY UTILITIES

Contractor shall maintain the job site in a clean and orderly fashion, providing temporary sanitary facilities, waste disposal, and security (fence area or trailer module).

01 5300 EQUIPMENT RENTAL

Contractor shall furnish equipment necessary to expedite work.

01 5900 FIELD OFFICES & SHEDS

Contractor shall provide security (fence area or trailer module) for tools and materials that remain overnight on site.

01 7000 CLEAN UP & CLOSE OUT

Contractor shall clean up the Site to the satisfaction of Owner. Contractor shall complete the items listed on the Owner's Punch List, and shall sign and return the List to the Owner. Contractor shall maintain a set of drawings during the job, on which changes shall be noted in red ink. A full set of redlined drawings (As-Builts) are to be given to the Architect at Job completion and submit "construction work complete memo" to Construction Engineer.

01 8000 TRUCKS & MILEAGE

Contractor shall provide transportation for their own personnel.

01 8300 TRAVEL TIME & PER DIEM

Contractor shall provide room and board for their own personnel, and reasonable time for traveling to & from job site.

01 9200 TAXES

Contractor shall pay sales and/or use tax on materials and taxable services.

SITWORK

02 1000 SITE PREPARATION & TREE REMOVAL

Contractor is to mobilize within 7 calendar days of the Owner issuing a 'START' document. Contractor will immediately report to Architect if any environmental considerations arise. Site shall be scraped to a depth of 3" minimum to remove vegetative matter, and scrapings shall be stockpiled on site. Excess material to be disposed of in accordance with RFQ. A Perimeter Silt Fence is to be maintained for the duration of the work. Trees to be removed shall include trunk, branches, leaves, stump grinding, removal of all vegetative matter and backfill.

02 1100 ROAD IMPROVEMENT & CONSTRUCTION

Contractor shall furnish materials for, and install, a merging of the existing gravel drive and land space as indicated on the Sheet A-2 and shall be as follows: Base course shall be 6" deep, 3"+ crushed rock, topped with 3" deep, 1 1/2" crushed rock, topped with 3" deep MN Class 5.

02 1200 TEMPORARY CONSTRUCTION

Contractor shall furnish materials for, and install, temporary "bridge jumpers" or equivalent during all construction activities to avoid bearing upon the existing culverts. Contractor to verify necessary "jumper" length with existing conditions. Contractor to remove "jumpers" at completion of construction activities. Existing gravel drive and culverts shall be protected against damage during this work, and any damage that may occur shall be repaired or replaced to equal existing pre-construction condition.

02 2000 EARTHWORK & EXCAVATION

Excavation material shall be used for surface grading as necessary; excess to be stockpiled on site. Excess material to be disposed of in accordance with RFQ. For dewatering excavated areas, contractor shall utilize sock or sediment filter for filtering of water discharge.

02 5000 PAVING & SURFACING

Access roads and approach shall be as described in 02 1100. Rock surfacing shall be as described in 02 8000.

02 7800 POWER TO SITE

Contractor shall coordinate the electrical service to the building with the Utility Provider. Conduits shall include pull strings. Underground conduits shall be 2-1/2" Schedule 40 PVC. (schedule 80 PVC under roads and drives) Cable to be 3/0 THWN CU. Trenches shall be backfilled in a timely fashion, using a compactor, and including two (2) detectable ribbons; one each at 3" and 15" above conduit. Service shall be 200 amp, single phase, 120/240 volt. Service type shall be "General Time-Of-Day" if available, and meter base shall be approved by utility provider.

02 7900 TELCO TO SITE

Contractor shall provide 2" schedule 40 PVC conduit, (schedule 80 PVC under roads and drives) with 'large sweep' elbows & pull string for TELCO service as noted on plans. Cable to be fiber optic lines, source and provider T.B.D. Trenches shall be as in 02 7800.

02 8000 SITE IMPROVEMENTS

Areas of rock surfacing shall receive polyethylene geotextile, 200 mesh woven, topped with 3" deep 3/4" to 1 1/2" clean rock (no fines), raked smooth. Geotextile shall extend to within 1" of finish grade.

02 8001 FENCING

All fence materials and fittings shall be galvanized steel. Fence shall be 6'-0" high x 9 ga. X 2" chain link fabric, w/ 7 ga. bottom tension wire. Corner and Gate posts shall be 2 7/8" O.D. sch 40 steel pipe, driven 60" below grade. Line posts shall be 2 3/8" O.D. sch 40 steel pipe. Top Rails shall be 1 5/8" O.D. steel pipe. Gate frames shall be 1 5/8" O.D. welded pipe. Fence top shall be three (3) strands barbed wire to 7'-0" above grade, canted outward. Bracing shall be 3/8" truss rods and 1 5/8" O.D. pipe mid-rails at corners. Gate latch shall be commercial grade, "Cargo" or equal. Fence enclosures shall be completed within 7 days of tower erecting. All existing fences shall be protected against damage during this work, and any damage that may occur shall be repaired or replaced to equal existing pre-construction condition.

02 9000 LANDSCAPING

Contractor shall protect existing landscape elements that are not in the Scope of Work. Reasonable precautions shall be taken to assure the health of existing trees and shrubbery. If conflicts arise regarding the location of root systems, branch lines, etc., the Architect must be contacted prior to performing Work that may cause damage. Damage resulting from disregard of this Article shall be compensated by the Responsible Party and at a cost to be determined by the Property Owner, Architect, and Owner.

CONCRETE

03 1000 CONCRETE FORMWORK

Concrete forms shall be dimension lumber, modular, or steel.

03 6000 GROUT

Contractor shall grout baseplates according to Tower Manufacturer drawings.

03 8000 TOWER FOUNDATION

Contractor shall arrange for delivery of anchors, and shall furnish and install materials per Tower Manufacturer Plans. Tower foundation concrete and reinforcing to be per tower manufacturer's specification, or 6% ±1% air entrained, 4,000 PSI @ 28 days, with Grade 60 (ASTM 615) reinforcing steel, whichever is greater. Contractor shall comply with the Owner's Standard CONSTRUCTION SPECIFICATIONS MINIMUM CONCRETE STANDARDS.

03 9000 SHELTER FOUNDATION

Contractor shall furnish & install materials for Shelter foundation. Concrete shall be 6% ±1% air entrained, and 4,000 psi at 28 days. All reinforcing steel is to be Grade 60 (ASTM 615). Anchor bolts are furnished by Contractor. Contractor shall comply with the Owner's Standard CONSTRUCTION SPECIFICATIONS MINIMUM CONCRETE STANDARDS.

METALS

05 0000 METALS

Contractor will furnish and install structural and fabricated steel items not specifically furnished by Owner, and install Owner-furnished items. Structural steel shall be fabricated and erected per AISC specifications. Welding shall conform to AWS standards. Field welding shall be as shown on Shop Drawings, performed by AWS Certified Welders, and inspected as prescribed by the Structural Engineer. Steel shall be ASTM A992 OR A36, and 3/4" field bolts shall be A325. Temporary erecting bolts, clip hangers, and bracing shall be furnished by Contractor. Fabrications shall be shop welded if possible, and galvanized before delivery to site. Structural steel, and miscellaneous iron and steel, shall be hot dipped galvanized per ASTM A123 thickness grade 55. Fabricated iron and steel hardware shall be hot dipped galvanized per ASTM A153. Repair of damaged or uncoated galvanized surfaces shall be per ASTM A780.

WOOD & PLASTICS

06 1000 ROUGH CARPENTRY

Contractor shall provide materials, labor for stoop per architectural documents, see sheet A-4.

DOORS AND HARDWARE

08 0000 DOORS AND HARDWARE

Doors are furnished and installed by Prefabricated Equipment Shelter Manufacturer with 'Construction' key core.

FINISHES

09 9000 PAINTING

Contractor shall ensure that Tower is marked if so described in the RFQ. Touchup paint construction related scrapes & scratches.

SPECIAL CONSTRUCTION

13 1250 WAVE GUIDE, (Coaxial Cables)

LDF4-50A = 1/2" nominal, 0.63" actual dia.; 5" min. bend radius; 0.15 lbs/ft. AVA5-50 = 7/8" nominal, 1.102" actual dia.; 10" min. bend radius; 0.30 lbs/ft. AVA7-50 = 1-5/8" nominal, 1.98" actual dia.; 15" min. bend radius; 0.72 lbs/ft.

13 1260 CABLE BRIDGE

Cable bridge to be 24 inch wide, 12 gauge, 'grip strut' supported no more than 6'-0" on center by 3 1/2" steel pipe and 3" x 5" x 1/4" x 30" long angle. Cable bridge overhang extensions not to exceed 1'-6". Steel to be hot dipped galvanized. Roof shield to be constructed of 1 1/4" 19W4 x 1/8" steel grates on continuous steel tubes supported at 6'-0" on center maximum. Steel to be hot dipped galvanized.

13 1400 ANTENNA INSTALL

Contractor shall install Owner's antennas and feed lines during erecting. Contractor shall sweep coax lines for continuity and copies of results to be left in equipment room before leaving site.

13 3423 TRANSPORT/SET SHELTER AND RELATED ITEMS

Contractor shall provide crane(s) and/or truck for setting the Prefabricated Equipment Shelter per RFQ. Contractor shall install all items shipped loose within Shelter, including but not limited to the following:  
Anchoring plates  
Generator muffler, exhaust and ventilation pipes  
Exterior lighting and sensor  
HVAC filter hood/grate, if so equipped  
HVAC Shield, if so equipped  
Buss bars  
Fire Extinguisher

13 3613 TRANSPORT AND ERECT TOWER/ANTENNA MOUNTS

Contractor shall schedule delivery of Owner-furnished Tower, and provide cranes for unloading and erecting. Contractor to furnish and install antenna mounts and handholes. Contractor shall ensure the existence of a 3/8" cable safety climb (DBI/Sala or equal) on the Tower.

MECHANICAL

15 5000 HVAC

Prefabricated Equipment Shelter is factory-equipped with two through-wall package units of 5-ton and 10 KW capacity.

ELECTRIC

16 5000 LIGHTING AND ELECTRICAL

Contractor shall perform work as described on the Electrical Plans. Contractor shall provide labor and materials as necessary to complete the work shown on plans.

16 6000 GROUNDING

Contractor shall make themselves familiar with and follow the current GROUNDING STANDARDS OF VERIZON WIRELESS. Contractor shall perform work as shown on Grounding Plans. Any site-specific grounding issues not covered by the GROUNDING STANDARD are to be addressed by the Contractor to the Owner.

OWNER-FURNISHED EQUIPMENT & FEES

PREFABRICATED SHELTER  
MONOPOLE TOWER, T-FRAMES  
COAXIAL CABLES  
ANTENNAS AND DOWNTILT BRACKETS  
BUILDING PERMIT FEE  
MATERIALS TESTING FEES  
SPECIAL INSPECTIONS FEES

CONTRACTOR-FURNISHED EQUIPMENT

POWER TO SITE  
TELCO TO SITE  
COAX CONNECTORS, PORT BOOTS, GROUND KITS, HOIST GRIPS, ETC.  
WOOD STOOP  
CABLE BRIDGE  
HOFFMAN ENCLOSURE  
TEMPORARY "BRIDGE JUMPERS"

SCOPE OF WORK:

CONTRACTOR SHALL PROVIDE MATERIALS, LABOR, TOOLS, TRANSPORTATION, SUPERVISION, ETC. TO FULLY EXECUTE WORK. WORK REQUIREMENTS ARE DETAILED ON THE DRAWINGS AND SPECIFICATIONS AND SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING ITEMS:

SITE PREPARATION  
TREE REMOVAL  
SITE WORK  
GRAVEL ROAD  
ROCK SURFACING AND FENCING  
TOWER FOUNDATION  
ERECT TOWER  
SHELTER FOUNDATION  
SET SHELTER  
SITE GROUNDING  
ELECTRICAL SERVICES  
TELEPHONE SERVICES  
CABLE BRIDGE  
INSTALL ANTENNAS & CABLES  
STOOP CONSTRUCTION  
TEMPORARY "BRIDGE JUMPERS" SET-UP  
TEMPORARY "BRIDGE JUMPERS" REMOVAL

Contractor to compare drawings against Owner's "Request for Quote", (RFQ). If discrepancies arise, Contractor shall verify with Owner that the RFQ supersedes the drawings.

NOT FOR  
CONSTRUCTION

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PROJECT  
20130877400

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SHEET CONTENTS:  
OUTLINE SPECIFICATIONS

DRAWN BY: MJS  
DATE: 08-23-13  
CHECKED BY: CDB  
REV. A 09-05-13  
REV. B 09-18-13  
REV. C 10-07-13

A-6

## GENERAL GROUNDING NOTES:

An external buried ground ring (Lead 1) shall be established around the equipment shelter and tower foundations. Lead 1 shall be kept 24" from foundations; if foundations are less than 48" apart, keep Lead 1 centered between them. If the tower base is over 20'-0" from the equipment shelter, a separate Lead 1 shall be established around each foundation, and the two Lead 1s shall be bonded with two parallel leads at least 6 feet apart horizontally. Connections between the two Lead 1s shall be bi-directional.

All subgrade connections shall be by exothermic weld, brazed weld, or gas-tight UL467-listed compression fittings pre-filled with anti-oxidant compound. Subgrade connections shall not be 'cold galvanize' coated.

Lead 1 shall be #2 solid bare tin-clad (SBTC) copper wire buried at local frost depth. Lead 1 bends shall be minimum 24" radius. 'Whip' lead bends may be of 12" radius.

Ground rods shall be galvanized steel, 5/8"Ø, spaced ten feet apart, or as shown. Rods shall be kept min. 24 inches from foundations. Ground rods are required to be installed at their full specified length. Depth shall be as shown in Detail 1/G1.

### SPECIAL CONSIDERATIONS FOR GROUND RODS:

When ground rods are not specified to be backfilled w/ Bentonite Slurry: If boulders, bedrock, or other obstructions prevent driving of ground rods, the Contractor will need to have drilling equipment bore a hole for ground rod placement. Hole to be backfilled w/ Bentonite Slurry.

When specified with slurried Bentonite encasement, drilling equipment will be used to be bore a hole for ground rod placement. Slurry shall be made from pelletized material ("Grounding Gravel"); powdered Bentonite is not allowed. If boulders, bedrock, or other obstructions are found, Contractor shall drill to the specified depth and provide Bentonite encasements.

Above-grade connections shall be by lugs w/ two-hole tongues unless noted otherwise, joined to solid leads by welding (T&B 54856BE "BROWN"), self-threading (RECOGNIZED, EM 2522DH.75.312), or 10,000psi crimping (BURNDY YA3C 2TC 14E2). Surfaces that are galvanized or coated shall have coating(s) removed prior to bolting. Bolts shall be stainless steel with flat washers on each side of the connection and a lock washer beneath the fastening nut. Star-tooth washers shall be used between lug & dissimilar metal (copper-to-steel, etc.) but are not required between tin-clad CU lugs & tin-clad CU bus bars. Lug tongues shall be coated with anti-oxidant compound, and excess compound wiped clean after bolting. The connection shall then be coated with cold-galvanizing compound, or with color-matching paint.

Ground bars exposed to weather shall be tin-clad copper, and shall be clean of any oxidation prior to lug bolting.

Galvanized items shall have zinc removed within 1" of weld area, and below lug surface contact area. After welding or bolting, the joint shall be coated with cold galvanizing compound.

### Ground Bar leads

Ground bars are isolated electrically from tower bottoms and equipment shelters by their standoff mounts. Leads from each ground bar to the ground ring shall be a pair of #2 SBTC, each connected to Lead 1 bi-directionally with #2 SBTC 'jumpers'. Pairs of #2 SBTC may be required between ground bars. Leads shall be routed to ground bars as follows:

- \* The Main Ground Bar (MGB), typically mounted inside on the equipment shelter 'back' wall.
- \* The Entry Cable Port Ground Bars (ECPGB), mounted inside and outside on the equipment shelter walls beneath the transmission line port. Note: Transmission line grounds also attach to the ECPGBs.
- \* The Transmission Line Ground Bar (TGB) mounted at the base of the tower to which the transmission line grounds are attached. Transmission line grounds also attach to the TGBs.

NOTE: Contractor shall confirm that TGBs exist at 75-foot vertical intervals on any guyed or self-support tower, and that transmission lines are grounded to each TGB. Only the bottom-most TGB is isolated from the tower steel frame; upper TGBs may use the tower steel frame as common ground, requiring no copper leads between TGBs.

### #2 SBTC Whip leads

"Whip" leads shall connect the buried external ground ring to the following items:

#### Monopole Towers:

\* Three whips to flanges on the monopole base, at least 90° apart. If none are provided, attach to the baseplate or consult tower manufacturer.

#### Self-Support Towers:

\* Two whips to flange(s) on each tower leg base. If none are provided, attach to the baseplate or consult tower manufacturer.

#### Guyed Towers:

- \* Two whips to flange(s) on the tower base. If none are provided, attach to the baseplate or consult tower manufacturer.
- \* Establish a Lead 1 within the fence enclosure of each guy anchor, at least 40 foot perimeter and having 4 ground rods.
- \* #2 SBTC leads shall extend up, and be clamped (bronze clamshell or equal), to any two guy wires. NEVER weld leads to the guy wires. The lead to the guy anchor 'hand' plate may be welded.

#### Fences:

Metallic fence within 25 feet of tower Lead 1, or within 6 feet of shelter lead 1, shall have whip leads as follows:

- \* Each corner post.
- \* Each pair of gate posts.
- \* Any line post over 20'-0" from a grounded post.
- \* Each gate leaf to its respective gatepost using braided strap (3/4", tin-clad copper w/ lug ends).
- \* Fences around guy anchors shall be grounded in similar fashion.

#### Fuel tanks:

NEVER WELD to any fuel enclosure. NEVER penetrate the fuel containment. Metal tanks shall have one whip lead attached. Use an approved clamp or two-hole lug on an available flange.

#### Equipment Shelter and Other General Requirements:

- \* Extend new Lead 21B up to shelter halo, remaking two-way connections as needed. Generator-equipped shelters have 6 such connections. Connections within the shelter shall be by compression; NEVER weld inside the shelter.
- \* Each vertical support pipe of the exterior cable bridge. Bridge end shall be kept at least 6" from the tower structure. The cable bridge shall be jumpered to the vertical support pipes with #2 SBTC at each vertical support pipe.
- \* Opposite corners of the roof shield over the equipment shelter.
- \* Each HVAC unit shield, if separate (may be 'jumpered' to main roof shield).
- \* Each HVAC package unit.
- \* Commercial electric meter box.
- \* Generator receptacle, if present.
- \* Steel building skid, if shelter is metal frame.
- \* Each air intake or exhaust fan vent louver.
- \* Each generator vent hood or louver.
- \* Generator exhaust stack, external.
- \* Opposite corners of generator support frame, if separate from shelter.
- \* Generator fuel tank, if separate from generator unit.
- \* Host building rain gutter, downspouts, and roof flashings within 25 feet.
- \* Telco MPOP (Main Point of Presence), if external to equipment shelter.
- \* Within cable vaults, one each to the ladder and to the manhole rim.

Note: The door frame is connected to the interior ground halo, and need no separate connection to the external ground ring.

### Inspection & Testing

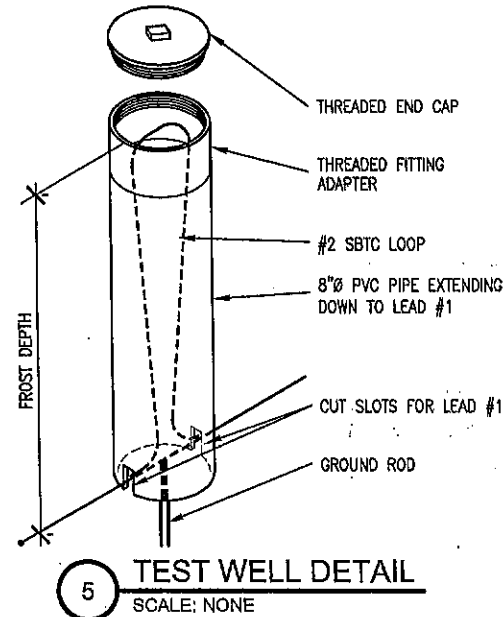
Test lead #1 and ground rods after installation but before backfilling or connecting to any other grounding, using the 3-point fall of potential method. Contractor to notify Verizon Wireless senior construction engineer at least 48 hours prior to testing. Document installation and test results with photographs.

## SYMBOL AND NOTE LEGEND

- ① #2 SBTC AROUND SHELTER, TOWER, OR GUY ANCHOR
- 5/8" X 10'-0" GALVANIZED STEEL GROUND ROD
- ⊙ TEST WELL PREFERRED LOCATION
- #2 SBTC 'WHIP' LEAD
- ⑤ (2) #2 SBTC FROM MGB, PGB, OR TGB TO LEAD 1
- ⑥ AC HVAC UNIT
- ⑥ AP APPLETON PLUG
- ②1B BC BUILDING CORNER
- ⑥ BO BOLLARD
- ⑥ CBS CABLE BRIDGE SUPPORT POST
- ⑥ FAN GUY ANCHOR PLATE
- ⑥ FP FENCE POST
- ⑥ GP GATE POST, 3/4" BRAID STRAP TO LEAF
- ⑥ GUY GUY WIRE, MECH. CLAMP ONLY - NO WELDS
- ⑥ HL HOOD OR LOUVER
- ⑥ HB OUTSIDE OF HOFFMAN BOX
- ⑥ EM COMMERCIAL ELECTRICAL METER
- ④ EL ELECTRICAL SERVICE GROUND
- ⑥ MU GENERATOR MUFFLER
- ⑥ RBR FOUNDATION REINFORCING
- ⑥ SP STEEL POST
- ⑥ TEL HOFFMAN BOX
- ⑥ TWR TOWER BASE
- ⑥ VP DIESEL FUEL VENT PIPE

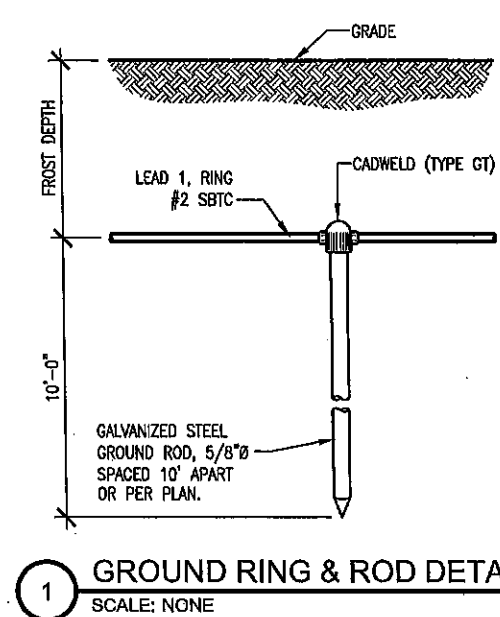
### Note:

Contractor to provide #2 solid bare tin-clad (SBTC) copper wire lead from #1 ground ring to air conditioner & ice shield if provided by VZW.



5 TEST WELL DETAIL

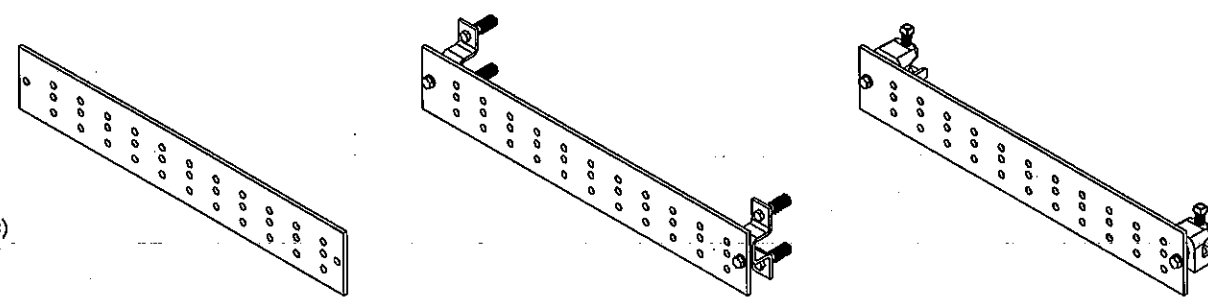
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1 GROUND RING & ROD DETAIL

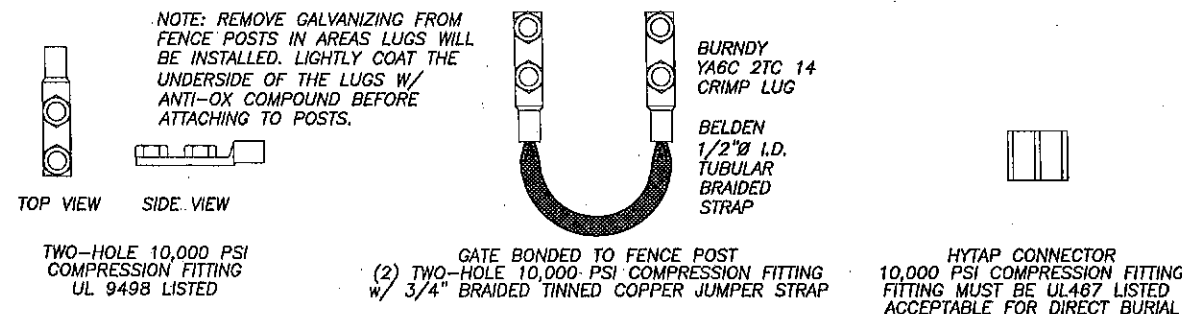
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ALL BUSS BARS SHALL BE TIN-CLAD COPPER



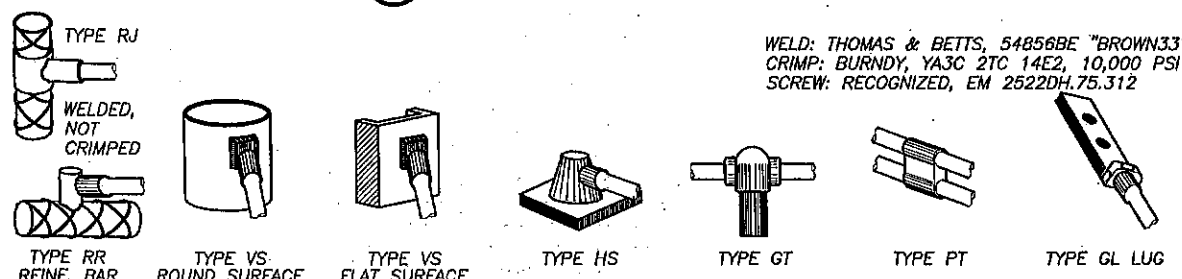
2 GROUND BUSS BAR DETAILS

SCALE: NONE



3 COMPRESSION CONNECTOR DETAILS

SCALE: NONE



4 EXOTHERMIC WELD DETAILS

SCALE: NONE

NOT FOR  
CONSTRUCTION

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20130877400

MINC  
KIT KAT

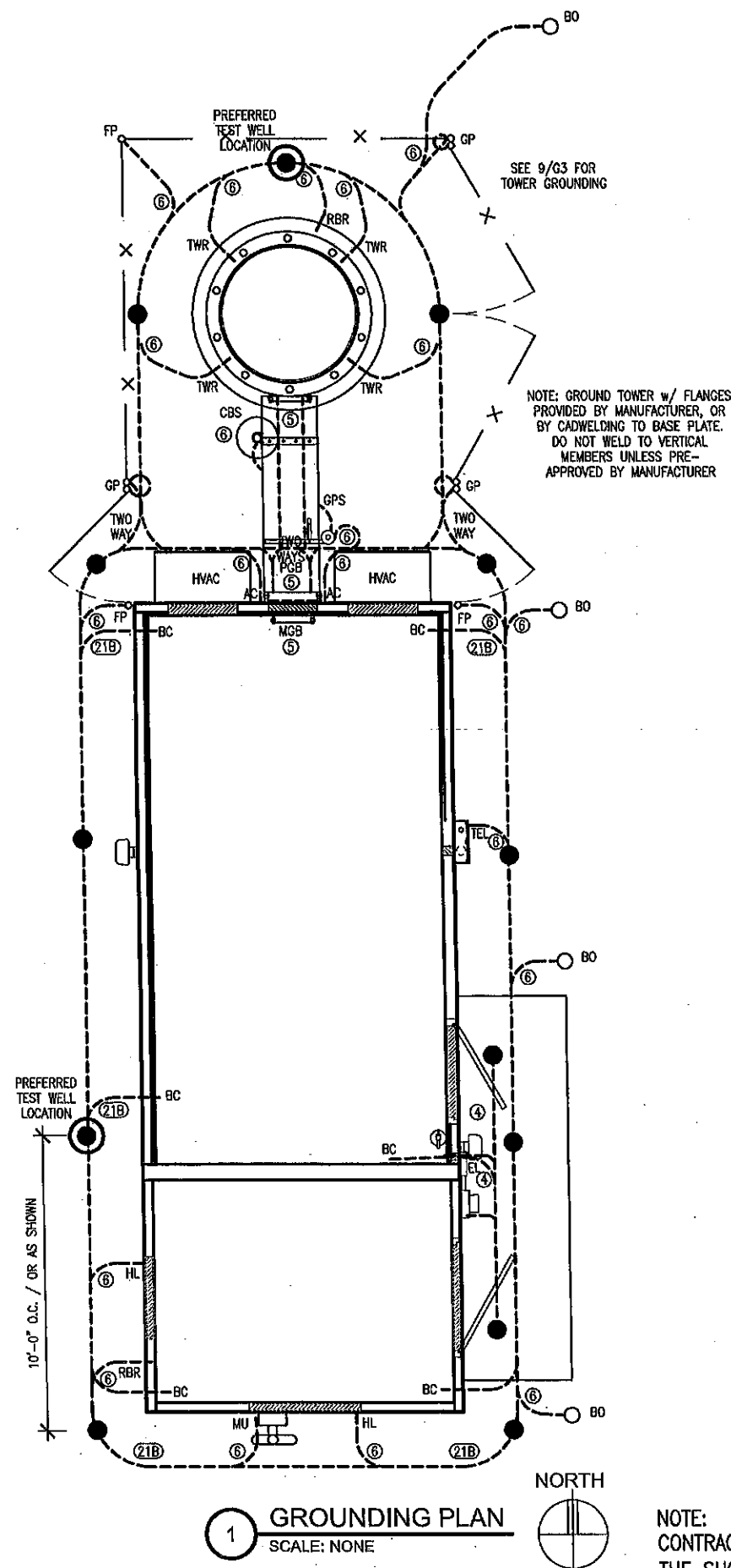
MANNING AVENUE N.  
GRANT, MN 55082

### SHEET CONTENTS:

GENERAL NOTES  
GROUND RING & ROD DETAIL  
BUSS BAR DETAILS  
CONNECTOR DETAILS  
EXOTHERMIC WELD DETAILS  
TEST WELL DETAIL

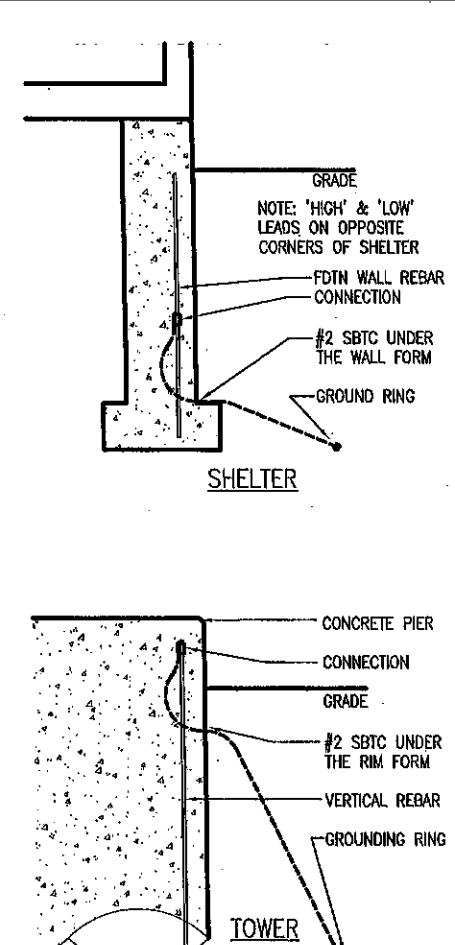
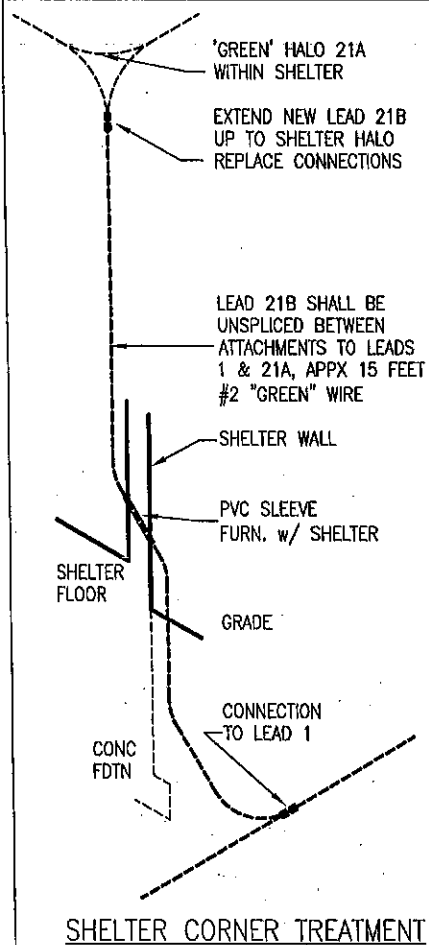
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DATE: 08-29-13  
CHECKED BY: CDB  
REV. A 09-05-13  
REV. B 09-18-13  
REV. C 10-07-13

G-1



### LEAD IDENTIFICATION & DESCRIPTION:

|   |             |                                   |               |
|---|-------------|-----------------------------------|---------------|
| 1 RING, EXTERNAL BURIED w/ RODS                                       | #2 SBTC     | 25 RING TO NEAREST LIGHTNING ROD  | #2 SBTC       |
| 2 RING, CONCRETE ENCASED  | #2 SBTC     | 26 LIGHTING ROD SYS TO NEARBY MTL | NFPA 780      |
| 3 RING TO BLDG STL FRAME  | #2 SBTC     | 27 RING TO TOWER RING             | (2) #2 SBTC   |
| 4 MAIN AC PANEL NEUTRAL BUS TO (2) GROUND RODS, ISOLATED FROM LEAD #1 | NEC 250.66  | 28 RING TO SHELTER RING           | (2) #2 SBTC   |
| 5 RING TO GROUND BAR  | (2) #2 SBTC | 29 BRANCH AC PNL TO BTY CHG FRM   | NSTD33-11     |
| 6 RING TO EXT MTL OBJECT  | #2 SBTC     | 30 BRANCH AC PNL TO OUTLETS       | NSTD33-11     |
| 7 DEEP ANODE TO MGB   | NSTD33-9    | 31 MGB/FGS TO PWR, BTY FRAMES     | #2/0 I-STR    |
| 8 AC PANEL TO WATER METER   | NEC 250.66  | 32 #31 TO BATTERY CHARGER FRAME   | #6 I-STR      |
| 9 EXT WATER TO INT WATER PIPES  | NSTD33-9    | 33 #31 TO BATTERY RACK FRAME      | #6 I-STR      |
| 10 INT WATER PIPE TO MGB  | NSTD33-9    | 34 #31 TO PCU FRAME               | #6 I-STR      |
| 11-12 NOT USED  |             | 35 #31 TO DSU FRAME               | #6 I-STR      |
| 13 AC PANEL TO MGB  | NSTD33-9    | 36 #31 TO PDU FRAME               | #6 I-STR      |
| 14 MGB/FGS TO BLDG STL FRAME  | #2/0 I-STR  | 37 MGB/FGS TO BTY RETURN          | NSTD33-14.5   |
| 14C MGB/FGS TO ROOF/WALL MTL PNL                                      | #1/0 I-STR  | 37A MGB/FGS TO RTN TERM CARR SUPP | #6 I-STR      |
| 15 MGB/FGS TO FGB-HS SAME FLOOR                                       | #2/0 I-STR  | 38 FGB TO PDU GB                  | #750MCM I-STR |
| 16 NOT USED   |             | 38A FGB TO PDU GB CARRIER SUPPLY  | #2/0 I-STR    |
| 16A ECPGB TO CABLE ENTRY RACK   | #1/0 I-STR  | 39 DC BUS DUCT TO NEXT SECTION    | #6 I-STR      |
| 17 MGB TO CABLE SHIELDING   | #6 I-STR    | 40 DC BUS DUCT TO MGB/FGS         | #6 I-STR      |
| 17A ECPGB TO CABLE SHIELDING  | #6 I-STR    | 41A MGB/FGS TO #58                | #2/0 I-STR    |
| 17B MGB/FGS TO F-0 SPLICE SHELF                                       | #1 I-STR    | 42-44 NOT USED                    |               |
| 18 LOWEST MGB/FGS TO HIGHEST FGB                                      | #2/0 I-STR  | 45 MAIN AC PNL TO BRANCH AC PNL   | NSTD33-11     |
| 19 LEAD 18 TO OTHER FGBs, <6'   | #2/0 I-STR  | 46 BRANCH AC PNL TO DED OUTLET    | NSTD33-11     |
| 20 MGB/FGS TO BRANCH AC PNL   | #6 I-STR    | 47 FGB TO INTEG FRM               | #2 I-STR      |
| 20A NEAREST GRND TO DISCONNECT PNL                                    | NEC 250.66  | 48 LEAD #31 TO INTEG FRM          | #6 I-STR      |
| 20B GWS TO AC DISTR PNL   | #6 I-STR    | 49 INTEG FRM TO EQUIP SHELF       | BY FASTENERS  |
| 21 MGB/FGS TO INT HALO  | #2 I-STR    | 50 PDU BTY RET TO #51             | #2/0 I-STR    |
| 21A INTERIOR 'GREEN' HALO   | #2 I-STR    | 51 #50 TO TRANS FRM ISO DC PWR    | #6 I-STR      |
| 21B INT HALO TO EXT RING  | #2 SBTC     | 52 TRANS FRM FUSE TO FRM OR BAR   | #8 I-STR      |
| 21C INT HALO TO EQUIPMENT MTL   | #6 I-STR    | 53A MGB/FGS TO PDF/BDFB           | NSTD33-22     |
| 22 ROOF TOWER RING TO ROOF GRND                                       | NFPA 780    | 54 MGB/FGS TO STATIC DEVICES      | #6 I-STR      |
| 23 MGB/FGS TO ECPGB, SAME FLOOR                                       | #1 I-STR    | 55 MGB/FGS TO CABLE AT ENTRY      | #6 I-STR      |
| 23A MGB/FGS TO CXR-HF LINR PROT                                       | #6 I-STR    | 56 MGB/FGS TO AC PWR RADIO XMITR  | #6 I-STR      |
| 24 ECPGB TO EACH PROTECTOR ASSEMBLY                                   | #6 I-STR    | 57A MGB/FGS TO CBL GRID/RUNWAY    | #2/0 I-STR    |
| 24A LOWER PROT ASSY TO UPPER  | #6 I-STR    | 58A #41A TO AISLE FRAME           | #2 I-STR      |
|   |             | 59A #58A TO EACH SGL FRAME GRND   | #6 I-STR      |
|   |             | 60-89 NOT USED                    |               |
|   |             | 90 GENERATOR FRAME TO EXT RING    | #2 SBTC       |



NOT FOR  
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PROJECT

20130877400

**MINC  
KIT KAT**

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GRANT, MN 55082

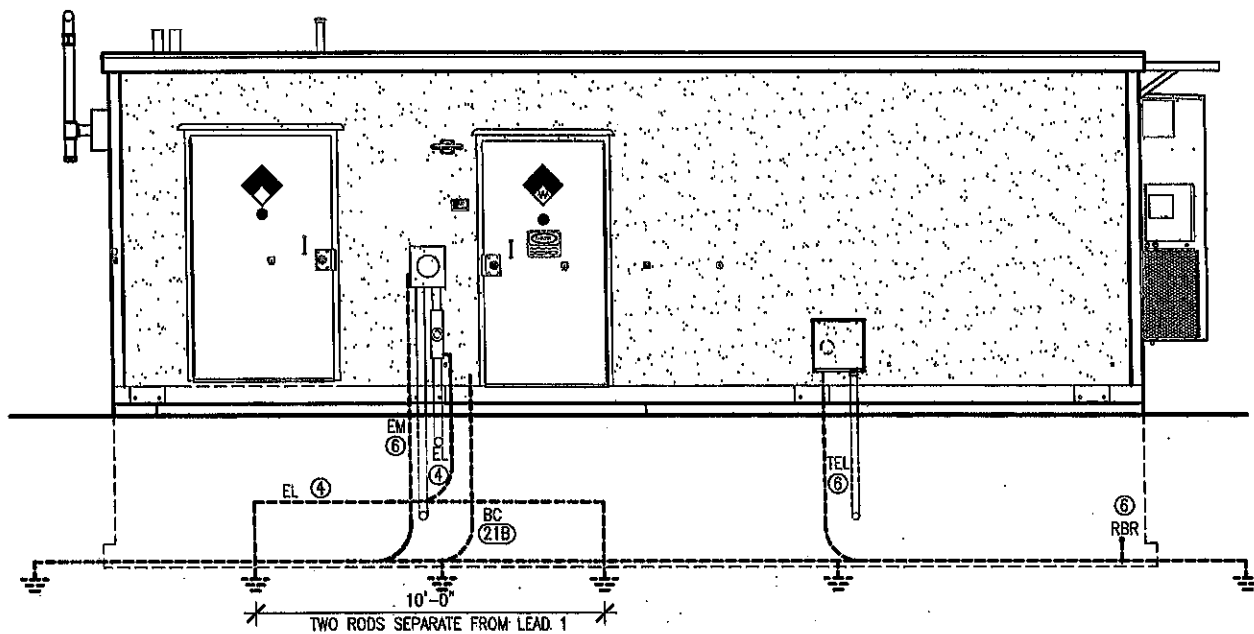
SHEET CONTENTS:

GROUNDING PLAN  
LEAD IDENTIFICATION  
SHELTER CORNER DETAIL  
FOUNDATION LEADS

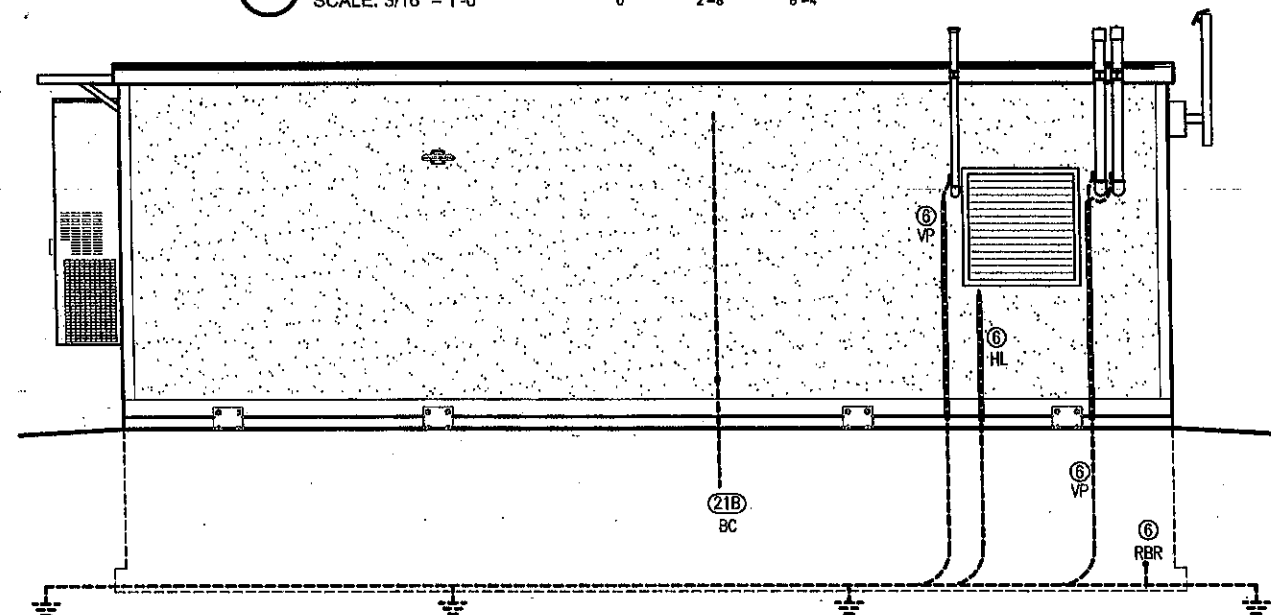
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REV. A 09-05-13  
REV. B 09-18-13  
REV. C 10-07-13

**G-2**

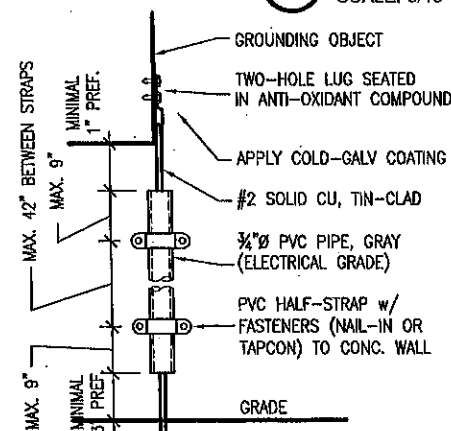




1 FRONT ELEVATION  
SCALE: 3/16" = 1'-0"

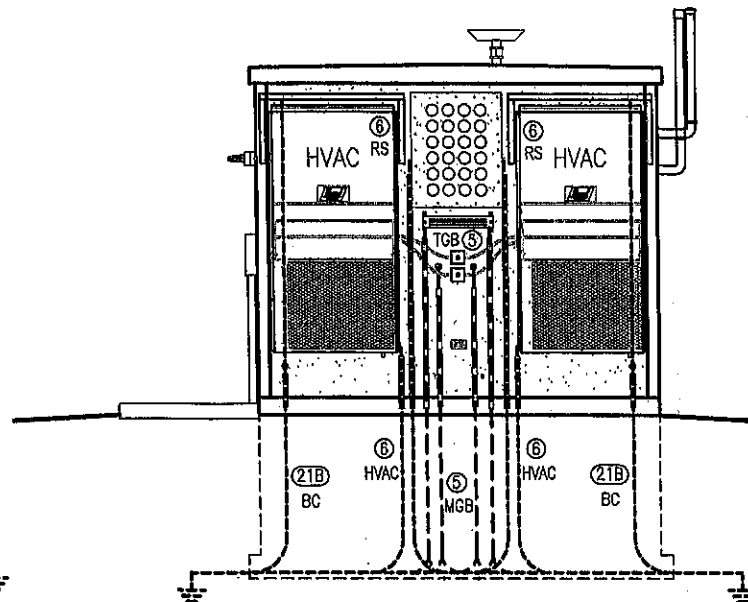


3 REAR ELEVATION  
SCALE: 3/16" = 1'-0"

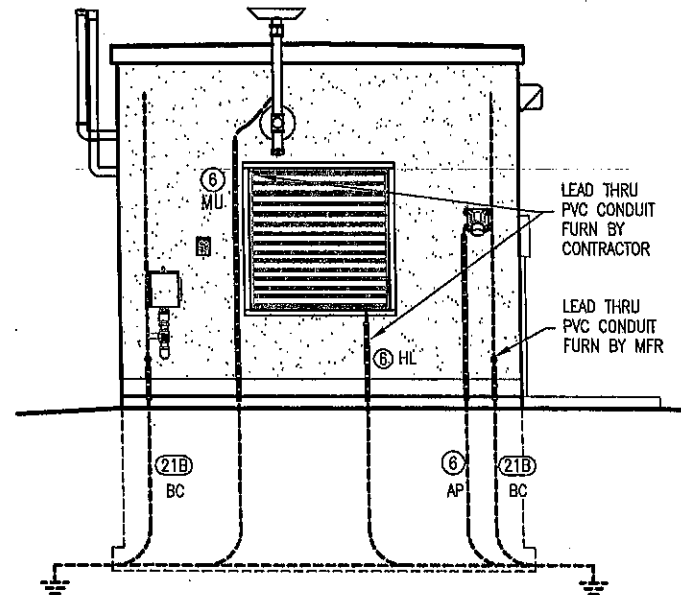


5 CONDUIT DETAIL  
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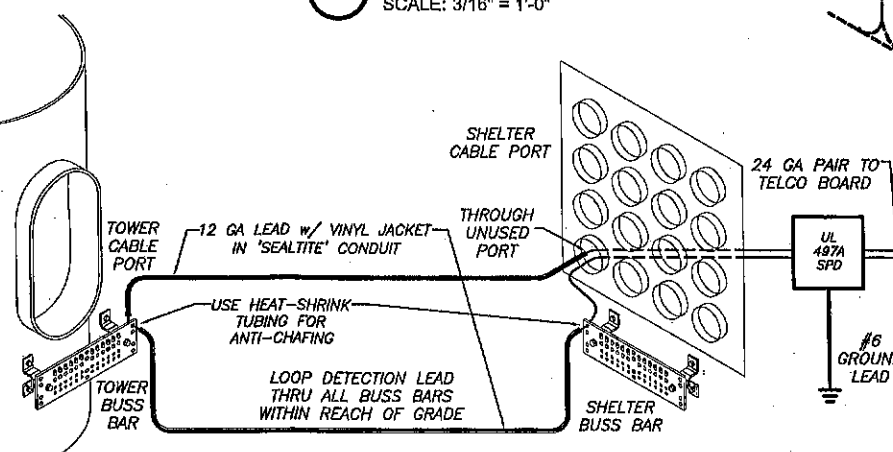
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SCALE: NONE



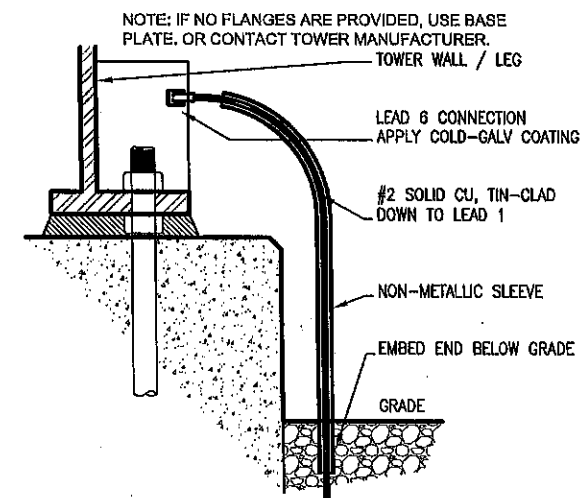
2 RIGHT ELEVATION  
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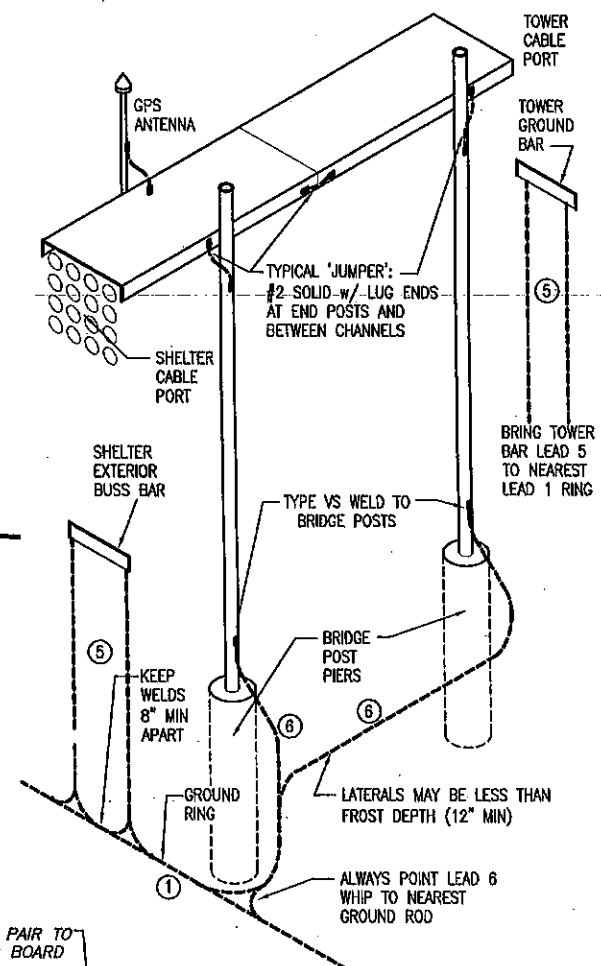
4 LEFT ELEVATION  
SCALE: 3/16" = 1'-0"



7 ANTI-THEFT MEASURE  
SCALE: NONE



9 TYPICAL TOWER GROUNDING  
SCALE: NONE



8 TYPICAL CABLE BRIDGE  
SCALE: NONE

NOT FOR  
CONSTRUCTION

**DESIGN 1**

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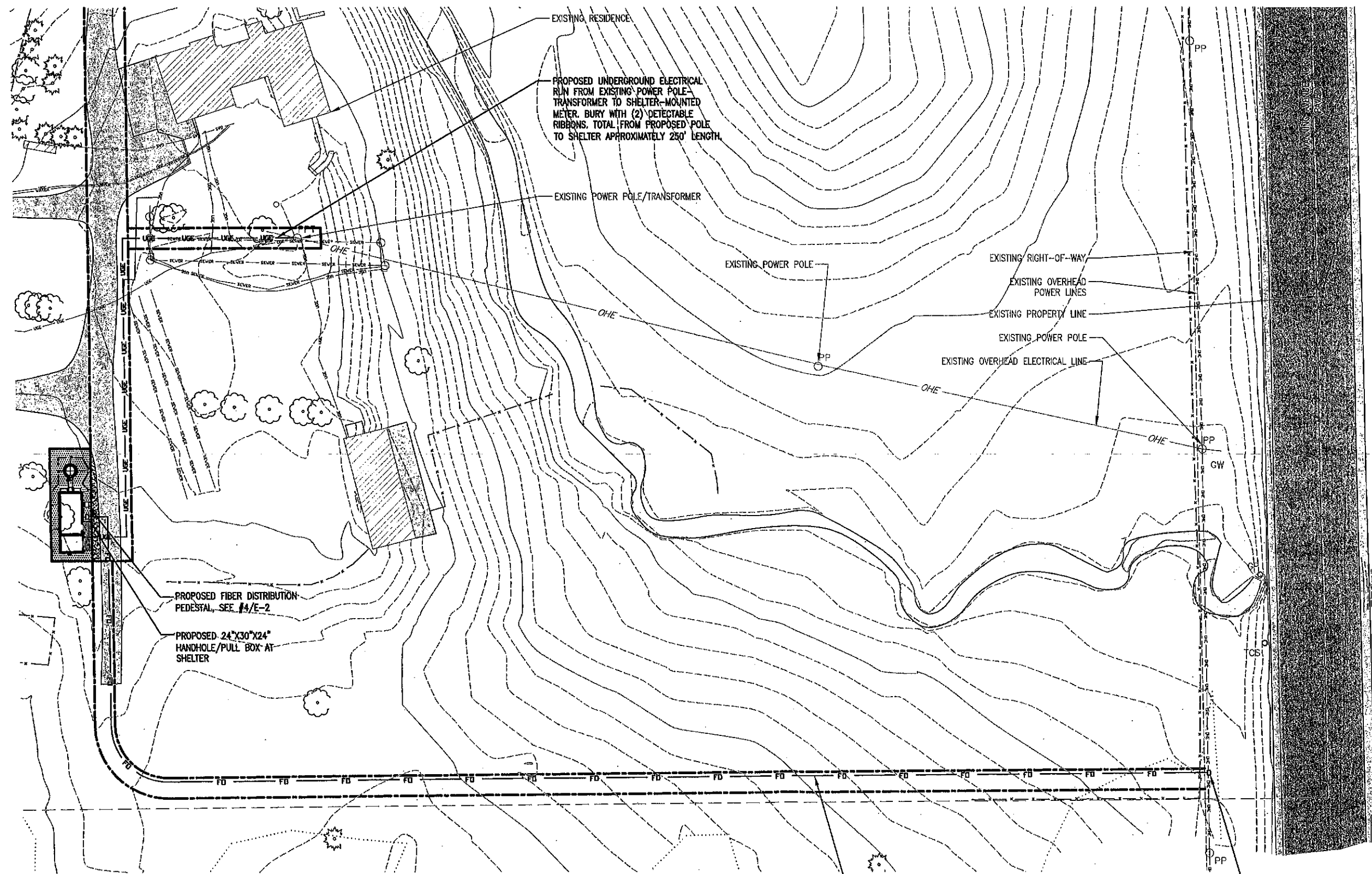
**MINC  
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**SHEET CONTENTS:**  
EXTERIOR ELEVATIONS  
CONDUIT, STOOP, ANTI-  
THEFT, BRIDGE, TOWER  
BASE DETAILS

|             |          |
|-------------|----------|
| DRAWN BY:   | LGB      |
| DATE:       | 08-29-13 |
| CHECKED BY: | CDB      |
| REV. A      | 09-05-13 |
| REV. B      | 09-18-13 |
| REV. C      | 10-07-13 |

**G-3**



EXISTING RESIDENCE

PROPOSED UNDERGROUND ELECTRICAL RUN FROM EXISTING POWER POLE-TRANSFORMER TO SHELTER-MOUNTED METER. BURY WITH (2) DETECTABLE RIBBONS. TOTAL FROM PROPOSED POLE TO SHELTER APPROXIMATELY 250' LENGTH.

EXISTING POWER POLE/TRANSFORMER

EXISTING POWER POLE

EXISTING RIGHT-OF-WAY

EXISTING OVERHEAD POWER LINES

EXISTING PROPERTY LINE

EXISTING POWER POLE

EXISTING OVERHEAD ELECTRICAL LINE

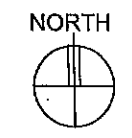
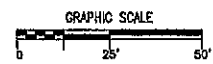
PROPOSED FIBER DISTRIBUTION PEDESTAL, SEE #4/E-2

PROPOSED 24"x30"x24" HANDHOLE/PULL BOX AT SHELTER

PROPOSED UNDERGROUND FIBER RUN FROM THE RIGHT-OF-WAY TO SHELTER HANDHOLE/PULL BOX. BURIED MINIMUM 36" DEEP WITH (2) DETECTABLE RIBBONS, APPROXIMATELY 670' LENGTH

PROPOSED 24"x30"x24" HANDHOLE/PULL BOX AT RIGHT-OF-WAY, CONTRACTOR TO PROVIDE AS ALTERNATE TO UTILITY COMPANY SUPPLIED

1 OVERALL SITE PLAN  
SCALE: 1" = 50'-0"



NOT FOR CONSTRUCTION

**DESIGN 1**

ROBERT J DAVIS, AIA  
ARCHITECT  
9873 VALLEY VIEW RD.  
EDEN PRAIRIE, MN 55344  
(952) 903-8299

**VERIZON WIRELESS**

10801 BUSH LAKE ROAD  
BLOOMINGTON, MN 55438  
(612) 720-0030

PROJECT  
20130877400

MINC  
KIT KAT

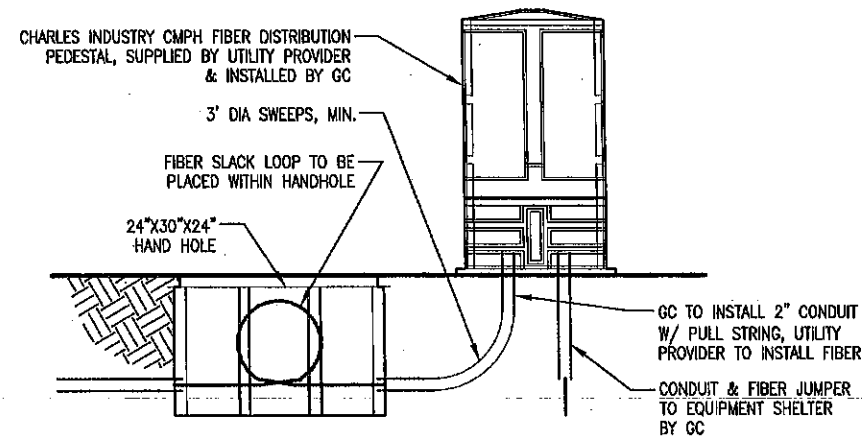
MANNING AVENUE NORTH  
GRANT, MN 55082

SHEET CONTENTS:  
SITE UTILITY PLAN

|             |          |
|-------------|----------|
| DRAWN BY:   | MJS      |
| DATE:       | 08-23-13 |
| CHECKED BY: | CDB      |
| REV. A      | 09-05-13 |
| REV. B      | 09-18-13 |
| REV. C      | 10-07-13 |

E-1

CMPH PEDESTAL MAY BE REQUIRED BY UTILITY PROVIDER



4 CMPH PEDESTAL  
SCALE: 3/8" = 1'-0"



#### GENERAL ELECTRICAL NOTES:

1. SUBMITTAL OF BID INDICATES CONTRACTOR IS AWARE OF ALL JOB SITE CONDITIONS AND WORK TO BE PERFORMED UNDER THIS CONTRACT.
2. CONTRACTOR SHALL PERFORM ALL VERIFICATION OBSERVATION TESTS, AND EXAMINE WORK PRIOR TO THE ORDERING OF THE ELECTRICAL EQUIPMENT AND THE ACTUAL CONSTRUCTION. CONTRACTOR SHALL ISSUE A WRITTEN NOTICE OF ALL FINDINGS TO THE ARCHITECT LISTING ALL MALFUNCTIONS, FAULTY EQUIPMENT AND DISCREPANCIES.
3. HEIGHTS SHALL BE VERIFIED WITH OWNER PRIOR TO INSTALLATION.
4. THESE PLANS ARE DIAGRAMMATIC ONLY. FOLLOW AS CLOSELY AS POSSIBLE.
5. EACH CONDUCTOR OF EVERY SYSTEM SHALL BE PERMANENTLY TAGGED IN EACH PANEL BOARD, PULLBOX, J-BOX, SWITCH BOX, ETC., IN COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.).
6. CONTRACTOR SHALL PROVIDE LABOR, MATERIALS, INSURANCE, EQUIPMENT, INSTALLATION, CONSTRUCTION TOOLS, TRANSPORTATION, ETC., FOR A COMPLETE AND PROPERLY OPERATIVE SYSTEM ENERGIZED THROUGHOUT AND AS INDICATED ON DRAWINGS, AS SPECIFIED HEREIN AND/OR AS OTHERWISE REQUIRED.
7. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND IN PERFECT CONDITION WHEN INSTALLED AND SHALL BE OF THE BEST GRADE AND OF THE SAME MANUFACTURER THROUGHOUT FOR EACH CLASS OR GROUP OF EQUIPMENT. MATERIALS SHALL BE LISTED AND APPROVED BY UNDERWRITER'S LABORATORY AND SHALL BEAR THE INSPECTION LABEL "J" WHERE SUBJECT TO SUCH APPROVAL. MATERIALS SHALL MEET WITH APPROVAL OF THE DIVISION OF INDUSTRIAL SAFETY AND ALL GOVERNING BODIES HAVING JURISDICTION. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA AND NBFU.

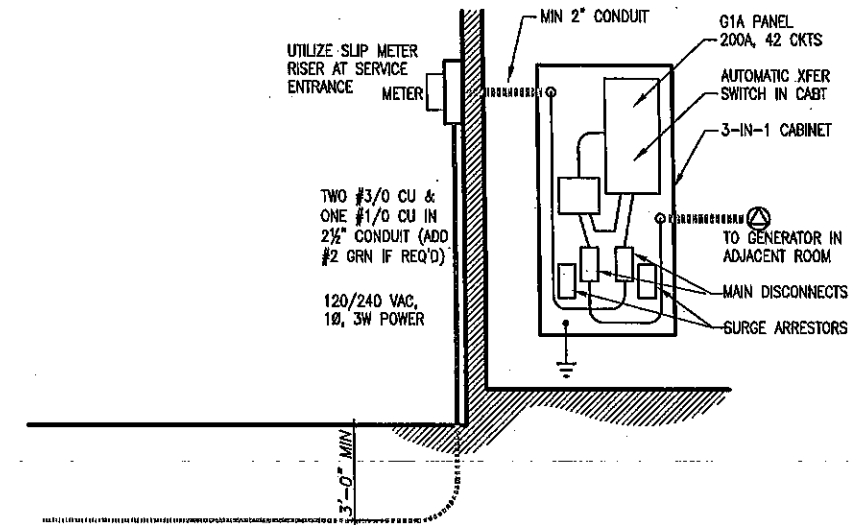
8. CONTRACTOR SHALL CARRY OUT HIS WORK IN ACCORDANCE WITH ALL GOVERNING STATE, COUNTY AND LOCAL CODES AND O.S.H.A.
9. CONTRACTOR SHALL SECURE ALL NECESSARY BUILDING PERMITS.
10. COMPLETE JOB SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF JOB ACCEPTANCE BY OWNER. ANY WORK, MATERIAL OR EQUIPMENT FOUND TO BE FAULTY DURING THAT PERIOD SHALL BE CORRECTED AT ONCE, UPON WRITTEN NOTIFICATION, AT THE EXPENSE OF THE CONTRACTOR.
11. ALL CONDUIT ONLY (C.O.) SHALL HAVE A PULL WIRE OR ROPE.
12. PROVIDE CONSTRUCTION ENGINEER WITH ONE SET OF COMPLETE ELECTRICAL "AS INSTALLED" DRAWINGS AT THE COMPLETION OF THE JOB, SHOWING ACTUAL DIMENSIONS, ROUTINGS, AND CIRCUITS.
13. ALL BROCHURES, OPERATING MANUALS, CATALOGS, SHOP DRAWINGS, ETC. SHALL BE TURNED OVER TO OWNER AT JOB COMPLETION.
14. USE T-TAP CONNECTIONS ON ALL MULTI-CIRCUITS WITH COMMON NEUTRAL CONDUCTOR.
15. ALL CONDUCTORS SHALL BE COPPER.
16. ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING RATING NOT LESS THAN THE MAXIMUM SHORT CIRCUIT CURRENT TO WHICH THEY MAY BE SUBJECTED, AND A MINIMUM OF 10,000 A.I.C.
17. THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED BY ALL APPLICABLE CODES AND DRAWINGS.
18. RECEPTACLES SHALL BE 20 AMPERE, 125 VOLT A.C., WHITE AS REQUIRED BY THE ARCHITECT OR APPROVED EQUAL.

| PANEL G1A : 120/240V, SINGLE PHASE, 200A MAIN BREAKER, 42 CIRCUIT, SURFACE MOUNT                       |      |     |        |                   |      |      |        |      |                     |
|--|------|-----|--------|-------------------|------|------|--------|------|---------------------|
| CIRCUIT DESCRIPTION  | AMPS | CKT | A      | B                 | A    | B    | CKT    | AMPS | CIRCUIT DESCRIPTION |
| HVAC UNIT 1  | 60   | 1   |        | 5696              |      | 5696 | 2      | 60   | HVAC UNIT 2         |
|  | 60   | 3   | 5696   |                   | 5696 |      | 4      | 60   |                     |
| SD, VENT TIMER-FAN   | 15   | 5   |        | 132               |      |      | 6      |      | SPACE               |
| BAIT CHG-BLK HTR   | 20   | 7   | 180    |                   | 892  |      | 8      | 20   | LIGHTS              |
| RECEPTACLES  | 20   | 9   |        | 1260              |      | 150  | 10     | 15   | VENTS               |
| RECTIFIER  | 30   | 11  | 1200   |                   |      |      | 12     |      |                     |
|  | 30   | 13  |        | 1200              |      |      | 14     |      |                     |
| RECTIFIER  | 30   | 15  | 1200   |                   |      |      | 16     |      |                     |
|  | 30   | 17  |        | 1200              |      |      | 18     |      |                     |
| RECTIFIER  | 30   | 19  | 1200   |                   |      |      | 20     |      |                     |
|  | 30   | 21  |        | 1200              |      |      | 22     |      |                     |
| RECTIFIER  | 30   | 23  | 1200   |                   |      |      | 24     |      |                     |
|  | 30   | 25  |        | 1200              |      |      | 26     |      |                     |
| RECTIFIER  | 30   | 27  | 1200   |                   |      |      | 28     |      |                     |
|  | 30   | 29  |        | 1200              |      |      | 30     |      |                     |
| RECTIFIER  | 30   | 31  | 1200   |                   |      |      | 32     |      |                     |
|  | 30   | 33  |        | 1200              |      |      | 34     |      |                     |
| SPACE  |      | 35  |        |                   |      |      | 36     |      |                     |
|  |      | 37  |        |                   |      |      | 38     |      |                     |
| SURGE ARRESTOR   | 60   | 39  |        |                   |      |      | 40     |      |                     |
|  | 60   | 41  |        |                   |      |      | 42     |      |                     |
| SUBTOTAL CONTINUOUS  |      |     | 7380   | 8360              | 892  | 150  | WATTS  |      |                     |
| SUBTOTAL NON-CONTINUOUS  |      |     | 5696   | 5696              | 5696 | 5696 | WATTS  |      |                     |
| CONNECTED LOAD ANALYSIS (REQUIRED BY POWER COMPANY)  |      |     |        |                   |      |      |        |      |                     |
| DERATED SERVICE CALCULATION (PLUS 25% OF CONTINUOUS LOADS - 3 HOURS OR MORE - NEC SERVICE CALCULATION) |      |     |        |                   |      |      |        |      |                     |
| TOTAL PHASE A LOAD   |      |     | 19,864 | TOTAL DEMAND LOAD |      |      | 43,762 |      |                     |
| TOTAL PHASE B LOAD   |      |     | 19,902 | TOTAL DEMAND AMPS |      |      | 182.3  |      |                     |
| TOTAL CONNECTED LOAD   |      |     | 39,566 |                   |      |      |        |      |                     |
| TOTAL CONNECTED AMPS   |      |     | 164.9  |                   |      |      |        |      |                     |

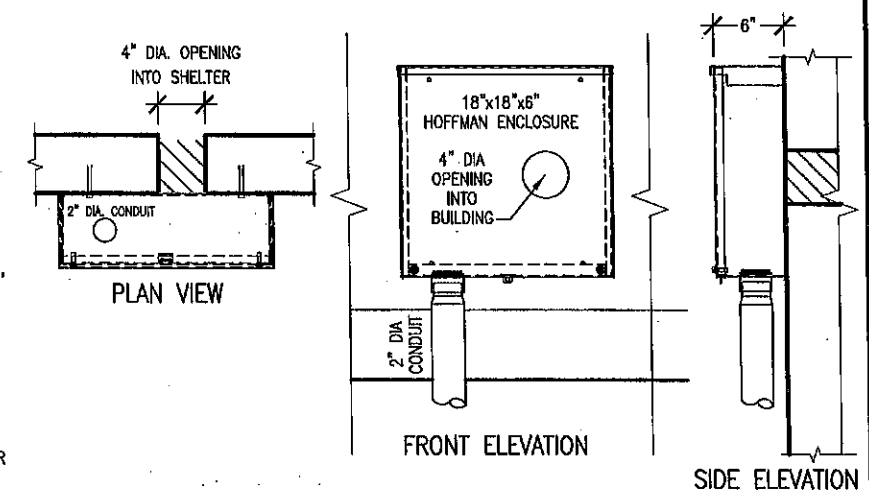
3 PANEL SCHEDULE  
SCALE: NONE

19. WALL SWITCHES SHALL BE SINGLE-POLE, HUBBELL #1201 OR EQUIVALENT, WHITE AS REQUIRED BY THE ARCHITECT.
20. PLASTIC PLATES FOR ALL SWITCHES, RECEPTACLES, TELEPHONE AND BLANKED OUTLETS, SHALL HAVE ENGRAVED LETTERING WHERE INDICATED ON THE DRAWINGS. WEATHERPROOF RECEPTACLES SHALL HAVE RACO #800, 1/2" RAISED WORK COVERS.
21. WIRE AND CABLE CONDUCTORS SHALL BE COPPER #12 AWG MINIMUM, NO BX OR ROMEX CABLE IS PERMITTED UNLESS SPECIFICALLY NOTED OTHERWISE ON DRAWINGS.
22. GROUND RODS SHALL BE AS SPECIFIED ON THE GROUNDING DRAWINGS.
23. METER SOCKET AMPERES, VOLTAGE, NUMBER OF PHASES SHALL BE AS NOTED ON THE DRAWINGS. MANUFACTURED BY SQUARE D COMPANY OR APPROVED EQUAL. IF HOST FACILITY REQUIRES THE NEW SERVICE TO BE SUB-METERED FROM THE EXISTING SERVICE, SUB-METER SHALL BE OF THE 10x OR 16x TYPE.
24. ALL MATERIALS SHALL BE U.L. LISTED.
25. CONDUIT:
  - A. SERVICE CONDUITS SHALL BE GRAY SCH.40 PVC BURIED MIN. 36", EXCEPT THAT SCH.80 SHALL BE USED UNDER ROADWAYS AND IN LOCATIONS SUBJECT TO CASUAL IMPACTS. BENDS SHALL BE MADE USING "WIDE SWEEP" (12" MIN. RADIUS) ELBOW FITTINGS. ANY CODE-REQUIRED RIGID STEEL CONDUIT SHALL BE U.L. LABEL, GALVANIZED INSIDE & OUTSIDE. CONDUIT SHALL EXTEND MIN. 36" BELOW GRADE, WITH "SWEEP" ELBOWS (12" R. MIN.) ENDING IN PVC TRANSITION FITTINGS. RIGID CONDUIT IN CONTACT WITH EARTH SHALL BE 1/2 LAP-WRAPPED WITH HUNTS PROCESS NO. 3 EXTENDING MIN. 12" ABOVE GRADE.

- B. INTERIOR CONDUITS SHALL BE ELECTRICAL METALLIC TUBING HAVING U.L. LABEL, FITTINGS SHALL BE GLAND RING COMPRESSION TYPE.
  - C. FLEXIBLE METALLIC CONDUIT SHALL HAVE U.L. LISTED LABEL AND MAY BE USED WHERE PERMITTED BY CODE. FITTINGS SHALL BE "JAKE" OR "SQUEEZE" TYPE, SEAL TIGHT FLEXIBLE CONDUIT. NO SUCH CONDUIT SHALL EXCEED SIX FEET IN LENGTH.
26. ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENT ENGRAVED PLASTIC LABELS.
  27. PATCH, REPAIR AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF THE ELECTRICAL WORK.
  28. PENETRATIONS IN FIRE RATED WALLS SHALL BE FIRE STOPPED IN ACCORDANCE WITH SECTION 712, PENETRATIONS- INTERNATIONAL BUILDING CODE (IBC)
  29. DRILLING OR CORING HOLES IN CONCRETE WALLS OR DECKS, WHETHER FOR FASTENING OR ANCHORING PURPOSES, REQUIRES THAT TENDONS OR REINFORCING STEEL MUST BE SEARCHED FOR BY APPROPRIATE METHODS AND EQUIPMENT (X-RAY OR OTHER DEVICE) THAT CAN ACCURATELY LOCATE THEM. TENDONS OR REINFORCING MUST NOT BE DRILLED, CUT OR DAMAGED UNDER ANY CIRCUMSTANCES.
  30. UPON COMPLETION OF WORK, CONDUCT CONTINUITY, SHORT CIRCUIT, AND FALL POTENTIAL GROUNDING TESTS FOR APPROVAL. SUBMIT TEST REPORTS TO CONSTRUCTION ENGINEER. CLEAN PREMISES OF ALL DEBRIS RESULTING FROM WORK AND LEAVE WORK IN A COMPLETE AND UNDAMAGED CONDITION.
  31. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR CONNECTION OF BOTH TEMPORARY AND PERMANENT POWER TO THE SITE. THE TEMPORARY POWER AND ALL HOOKUP COSTS TO BE PAID BY CONTRACTOR.
  32. CONTRACTOR SHALL PROVIDE LABOR AND MATERIALS AS NECESSARY TO COMPLETE THE INSTALLATION OF ANY TOWER LIGHTING SYSTEM DESCRIBED IN THE RFQ.



2 ONE-LINE RISER DIAGRAM  
SCALE: NONE



1 TELCO ENTRY  
SCALE: 3/4" = 1'-0"

**DESIGN 1**

ROBERT J DAVIS, AIA  
ARCHITECT  
9873 VALLEY VIEW RD.  
EDEN PRAIRIE, MN 56344  
(952) 803-9299

**VERIZON  
WIRELESS**

10801 BUSH LAKE ROAD  
BLOOMINGTON, MN 55438  
(612) 720-0030

PROJECT  
20130877400

**MINC  
KIT KAT**

MANNING AVENUE NORTH  
GRANT, MN 55082

**SHEET CONTENTS:**  
TELCO ENTRY BOX DETAIL  
ONE-LINE RISER DIAGRAM  
PANEL SCHEDULE  
FIBER DISTRIBUTION PEDESTAL  
GENERAL ELECTRICAL NOTES

|             |          |
|-------------|----------|
| DRAWN BY:   | MJS      |
| DATE:       | 08-23-13 |
| CHECKED BY: | CDB      |
| REV. A      | 09-05-13 |
| REV. B      | 09-18-13 |
| REV. C      | 10-07-13 |

**E-2**

[illegible]

|     |   |
|-----|---|
| AC  | Denotes air conditioner                     |
| BE  | Denotes building entrance                   |
| CBX | Denotes communication box                   |
| DB  | Denotes decorative brick                    |
| EH  | Denotes electric box                        |
| EM  | Denotes electric meter                      |
| GP  | Denotes guard post                          |
| GW  | Denotes guy wire                            |
| LA  | Denotes landscaped area                     |
| MB  | Denotes mailbox                             |
| OD  | Denotes overhead door                       |
| OHE | Denotes overhead electric line              |
| PPE | Denotes polyethylene pipe                   |
| PNV | Denotes park indicator valve                |
| PP  | Denotes power pole                          |
| PPU | Denotes power pole with underground utility |
| PVC | Denotes polyvinylchloride pipe              |
| RCP | Denotes reinforced concrete pipe            |
| RD  | Denotes roof drain                          |
| SAN | Denotes sanitary manhole                    |
| TCS | Denotes traffic control sign                |
| UGE | Denotes underground electric                |
| W   | Denotes water line                          |

|      |         |                 |
|------|---------|-----------------|
| BAS  | Denotes | Boaswood tree   |
| BOX  | Denotes | Boxelder tree   |
| MPL  | Denotes | Maple tree      |
| PIN  | Denotes | Pine tree       |
| PINW | Denotes | White Pine tree |
| POP  | Denotes | Poplar tree     |
| SPR  | Denotes | Spruce tree     |
| TR   | Denotes | tree            |

- 1.) Top of spike on the southwest side of the power pole south of the house.  
Elevation = 918.10 feet (NAVD 88)
- 2.) Top of mag nail located 91 1/2 feet northeasterly from the northeast corner of metal barn on the south end of the split rail fence.  
Elevation = 920.63 feet (NAVD 88)

MINC KITKAT  
WASHINGTON COUNTY  
MINNESOTA

LATITUDE AND LONGITUDE

Latitude = N 45° 04' 57.6"                      Longitude = W 92° 51' 56.2"

(Per All American Commercial Title, Inc. as agent for Old Republic National Title Insurance Company Commitment for Title Insurance File No. 101474, commitment date May 13, 2012)

- That part of the East Half of the Southeast Quarter (E 1/2 of SE 1/4) of Section Thirteen (13), Township Thirty (30) North, Range Twenty-one (21) West, Washington County, Minnesota, described as follows:

Commencing at the southeastern corner of Section Thirteen (13), thence North 0 degrees 00 minutes, assumed bearing, along the east line of Section Thirteen (13), a distance of Nine Hundred Sixty-five (965) feet to the point of beginning; thence continuing North 0 degrees 00 minutes, along the east line of Section Thirteen (13), a distance of Six Hundred Seventy-one (671) feet; thence West 2 degrees 00 minutes, a distance of Thirteen Hundred (1300) feet, more or less, to the intersection of the east line of Section Thirteen (13) and the South line of Section Fourteen (14); thence continuing along said west line, a distance of Six Hundred Seventy-one (671) feet, more or less, to the point of intersection with a line that bears West 2 degrees 00 minutes from the point of beginning; thence East 0 degrees 00 minutes, along said line, a distance of Thirteen Hundred (1300) feet, more or less, to the point of beginning. Containing 20 acres, more or less, and subject to assessments and taxes. Also subject to assessments and reservations of record. According to the United States Government Survey thereof.

All American Commercial Title, Inc. as agent for Old Republic National Title Insurance Company Commitment for Title Insurance File No. 101474, commitment date May 13, 2012, was relied upon as to matters of record.

① Exceptions are indicated on survey with circled numbers where applicable.

13.) Highway Easement to Washington County dated 3-31-64, filed 8-12-64 as Document No. 236865, Book 268 of Deeds, page 430. (shown on survey)

1.) Survey coordinate basis: Washington County Coordinate System

2.) This Deed Survey is based upon reference informational Commitment No. 101474 prepared by All American Commercial Title, Inc. as agent for Old Republic National Title Insurance Company. Easements, appurtenances, and encumbrances may exist in addition to those shown hereon. No search for record documents or monumentation in the ground has been performed. This Deed Survey was prepared without the benefit of a current title Insurance commitment and is subject to revision upon receipt of a current title Insurance commitment or attorney's title opinion.

1.) Utility information from plans and markings was combined with observed evidence of utilities to develop a view of the underground utilities shown herein. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, excavation may be necessary.

2.) Other underground utilities of which we are unaware may exist. Verify all utilities critical to construction or design.

3.) Some underground utility locations are shown as marked onsite by those utility companies whose locators responded to our Gopher State One Call, ticket number 131780717.

4.) Contact GOPHER STATE ONE CALL at 651-454-0002 (800-252-1166) for precise onsite location of utilities prior to excavation.

That part of the East Half of the Southeast Quarter of Section 13, Township 30, Range 21, Washington County, Minnesota described as commencing at the southeast corner of said Section 13, then South 89 degrees 51 minutes 33 seconds East, assumed bearing, along the south line of said Section 13, 634.15 feet; thence on a bearing of North 103.74 feet to the point of beginning of the land space to be described; thence continuing on a bearing of North 55.00 feet; thence on a bearing of East 20.00 feet; thence on a bearing of South 55.00 feet; thence on a bearing of West 20.00 feet to the point of beginning.

A 20.00 foot wide utility/easement right of way over, under and across part of the East Half of the Southeast Quarter of Section 13, Township 30, Range 21, Washington County, Minnesota. The centerline of said right of way is described as commencing at the southeast corner of said Section 13; thence South 89 degrees 51 minutes 30 seconds bearing, a distance of 113.374 feet; thence North 89 degrees 51 minutes 30 seconds bearing, a distance of 113.374 feet; thence North 133.74 feet; thence on a bearing of East 30.00 feet; thence on a bearing of North 55.00 to the point of beginning of said centerline; thence on a bearing of North 27.68 feet; thence northeasterly a distance of 251.15 feet along a tangential curve concave to the southeast having a radius of 169.57 feet and a central angle of 84 degrees 51 minutes 36 seconds; thence North 84 degrees 51 minutes 36 seconds bearing, a distance of 378.59 feet to the westerly right of way of Manning Avenue North and said centerline thence terminating.

A 10.00 foot wide utility/access right of way over, under and across part of the East Half of the Southeast Quarter of Section 13, Township 30, Range 21, Washington County, Minnesota. The centerline of said right of way is described as commencing at the southeast corner of said Section 13; thence South 89 degrees 51 minutes 33 seconds, as measured bearing, along the east line of said Section 13, 634.15 feet; thence on a bearing of North 113.874 degrees 44 minutes 52 seconds, East, 55.00 feet; thence on a bearing of North 89 degrees 51 minutes 33 seconds, East, 55.00 feet; thence on a bearing of West 5.00 feet to the point of beginning of said centerline; thence on a bearing of South 80.81 feet; thence southeasterly a distance of 48.94 feet along a tangential curve concave to the northeast having a radius of 31.00 feet and a central angle of 90 degrees 27 minutes 44 seconds; thence on a bearing of North 89 degrees 51 minutes 33 seconds, East 510.05 feet to the westerly right of way of Manning Avenue North and said centerline then terminating.

A 13.00 foot wide utility right of way over, under and across part of the East Half of the Southeast Quarter of Section 13, Township 36, Range 21, Washington County, Minnesota. The centerline of said right of way is described as commencing at the southeast corner of said Section 13; thence South 89 degrees 51 minutes 33 seconds West, assumed bearing, along the south line of said Section 13, 634.15 feet; thence on a bearing of North 113.39 degrees East, assumed bearing, along the north line of said Section 13, 103.29 feet; thence on a bearing of East 10.00 feet to the point of beginning of said centerline; thence continuing on a bearing of East 95.00 feet and said centerline terminating.

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

SUNDE/LAND SURVEYING, LLC

By: Leonard F. Carlson  
Leonard F. Carlson, P.L.S. Minn. Lic. No. 44890

|   |   |           |             |
|---|---|-----------|-------------|
| ⚠   | Revise south access/utility R/W to 10' width. | CWJ       | 10/03/2013  |
| ⚠   | Additional 10"x35" utility right of way.      | CWJ       | 09/18/2013  |
| ⚠   | Updated label for Access and Utility ROW      | SFH       | 09/05/2013  |
| ⚠   | Added overhead electric line to house         | SFH       | 09/05/2013  |
| <i>Revision</i>                           |   | <i>by</i> | <i>Date</i> |
| Survey originally dated September 3, 2013 |   |           |             |
|   |   | CWJ       |             |

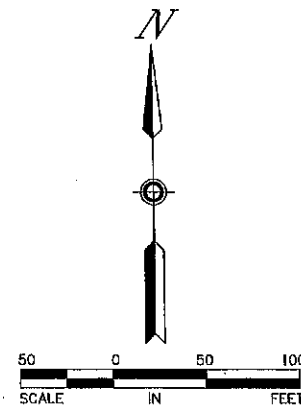
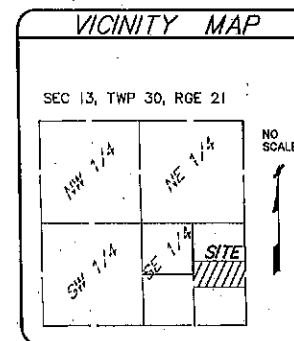
**SURVEY FOR:  
DESIGN 1  
MINC KITKAT**

**SUNDE**  
LAND SURVEYING  
www.sunde.com

Main Office:  
8001 East Bloomington Freeway (35W) • Suite 118  
Bloomington, Minnesota 55420-3435  
952-861-2455 (Fax: 952-888-9526)

West Office:  
Mandan, North Dakota 58541 • 701-863-6527

|                        |               |               |
|------------------------|---------------|---------------|
| Project: 2013-086      | Bk/Pg: 755/77 | Date:         |
| Township: 30           | Range: 21     | 10/04/2013    |
| File: 2013086001R4.dwg |               | Sheet: 1 of 1 |



**ECKBERG LAMMERS**  
**MEMORANDUM**

---

**TO:** Honorable Mayor and Council Members – City of Grant

**FROM:** Nick Vivian and Andy Pratt

**DATE:** March 25, 2014

**RE:** Windy Acres Saloon & Eatery – Liquor License Revocation Process  
Minnesota Statutes, Section 270C.72

The City of Grant, Minnesota (the “City”) has received a request from the Minnesota Department of Revenue (the “Department”) that the City revoke the liquor license for the Windy Acres Saloon & Eatery property, located at 11154 60th Street North in the City (the “Property”). The Property is currently not open for business and is up for sale. The Property is listed on the Department of Revenue’s “Posting of Tax Delinquencies – Liquor, Wine and Beer Sales.” Specifically, the Department of Revenue has provided notice to the City, that the City must revoke the Property’s liquor license, due to the nonpayment of taxes.

It is the Department’s responsibility to notify the “applicant,” which in this case, is Gavan LLC, doing business as Windy Acres Saloon & Eatery (the “Applicant”), of the Department’s intent to require revocation of the liquor license. Once the Applicant has received such notice from the Department, the Applicant may request a contested case hearing, at which the Applicant’s arguments may be heard. To trigger the contested case hearing, the Applicant must request it, in writing, within 30 days of receipt of the “intent to revoke” from the Department. The hearing request then goes to the Office of Administrative Hearings, which has 45 days to set the contested case hearing.

If the Applicant fails to request a contested case hearing within 30 days of receiving notice of the “intent to revoke” from the Department, the Department may request the “licensing authority” to revoke the liquor license. The City serves as the “licensing authority” for the Property. The City has received no notice from the Department that the Applicant has availed itself of the appellate hearing process. Accordingly, the City is required by law to revoke the liquor license.

A Resolution is attached for the City Council’s review and consideration. Given the mandatory obligation imposed upon the City by State law, it is recommended the City adopt the Resolution revoking the liquor license issued to Gavan LLC, doing business as Windy Acres Saloon & Eatery.

Please call or email if you have any questions regarding this Memorandum or the attached Resolution.

**RESOLUTION NO. 2014-08**

**CITY OF GRANT  
WASHINGTON COUNTY, MINNESOTA**

**A RESOLUTION REVOKING A LIQUOR LICENSE ISSUED TO GAVAN LLC,  
D/B/A WINDY ACRES SALOON & EATERY**

**WHEREAS**, pursuant to Minnesota Statutes, Section 270C.72, as amended (the “Act”), the City of Grant, Minnesota (the “City”) is the “licensing authority” responsible to issue licenses for the conduct of professions, occupations, trades or businesses in the City; and

**WHEREAS**, the City has previously issued a license to sell liquor, beer and wine to Gavan LLC, d/b/a Windy Acres Saloon & Eatery (the “Applicant”), covering property located at 11154 60th Street North in the City (the “Property”); and

**WHEREAS**, the City has been notified by the Minnesota Department of Revenue (the “Department”) that (i) the Property is listed on the Department’s “Posting of Tax Delinquencies – Liquor, Wine and Beer Sales,” and (ii) the Property’s liquor license must be revoked, due to the nonpayment of taxes; and

**WHEREAS**, the Department has notified the Applicant of the Department’s intent to require revocation of the Applicant’s liquor license through action to be taken by the City; and

**WHEREAS**, the Department has not informed the City of the Applicant exercising its right under the Act to request, in writing, a contested case hearing on the proposed liquor license revocation within 30 days of receiving the Department’s intent to require revocation of the Applicant’s liquor license; and

**WHEREAS**, the Department is currently requiring the City, as the “licensing authority” under the Act, revoke the Applicant’s liquor license covering the Property.

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

1. The Applicant’s liquor license covering the Property is hereby revoked due to nonpayment of taxes, as requested by the Department.
2. The City Administrator/Clerk is authorized to notify the Department of the liquor license revocation.

3. The City, as the "licensing authority" under the Act, and upon further request of the Department, will undertake such further actions related to the Applicant and the Property as are deemed necessary.

Passed and adopted by the City Council for the City of Grant, Minnesota this 1st day of April, 2014.

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Tom Carr, Mayor

ATTEST:

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Kim Points, City Administrator/Clerk

## **City Council Report for March 2014:**

Date: March 19, 2014

To: Honorable Mayor &^ City Council Members

From: Jack Kramer Building & Code Enforcement Official

### **Zoning Enforcement:**

1. Mr. Richard Peterson 6052 Jasmine Ave. N. Violation of the City of Grant Zoning Ordinance Section 32-320 Reasonable Maintenance.

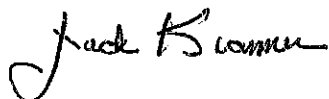
a. The city received a formal complaint that Mr. Peterson has failed to complete the siding of his addition, which he started several years ago. The complaint indicated that that the unfinished dwelling was having an negative impact on the sale of their residence.

Mr. Peterson responded to my letter and has been issued a building permit to complete the siding of his residence. I will monitor his progress when weather conditions begin to improve. Mr. Peterson was allowed 90 days for the completion of the project.

### **Building Permit Activity:**

1. Thirteen (13) Building Permits were issued with a total valuation of \$ 531,535.00

Respectfully submitted,

A handwritten signature in black ink that reads "Jack Kramer". The signature is written in a cursive, flowing style.

Jack Kramer

Building & Code Enforcement Official



## Grant Master Form

| Permit        | Permit Type   | Name         | Project Address     | Date Issued | Valuation:    | City Fee:   | 75% Plan CK Fe | Surcharge   | Paid      |
|---------------|---------------|--------------|---------------------|-------------|---------------|-------------|----------------|-------------|-----------|
| 2014-11       | Vanderwerf    | HVAC Permit  | 9200 Jeffrey Blvd.  | 2/19/2014   | N/A           | \$ 80.00    | \$ 60.00       | \$ -        | \$ 5.00   |
| 2014-12       | Crown Castle  | Cell Antenna | 8930 60th. St. N.   | 2/22/2014   | \$ 25,000.00  | \$ 391.75   | \$ 293.81      | \$ 254.63   | \$ 12.50  |
| 2014-13       | Plumbing      | Integrity Pl | 9200 Jeffrey Ave.   | 2/25/2014   | N/A           | \$ 80.00    | \$ 60.00       | \$ -        | \$ 5.00   |
| 2014-14       | HVAC Permit   | Haak         | 10030-103rd. St. N  | 2/26/2014   | N/A           | \$ 80.00    | \$ 60.00       | \$ -        | \$ 5.00   |
| 2014-15       | Re-Roof       | Mattson      | 9869 Hidden Glade   | 3/3/2014    | \$ 55,000.00  | \$ 678.75   | \$ 509.06      | \$ -        | \$ 27.50  |
| 2014-16       | Cell Antennas | Sprint       | 11900 Manning Trl.  | 3/4/2014    | \$ 20,000.00  | \$ 321.25   | \$ 240.93      | \$ 208.81   | \$ 10.00  |
| 2014-17       | Cell Antennas | Crown Cas    | 11400 Julieanne     | 3/4/2014    | \$ 25,000.00  | \$ 391.75   | \$ 293.81      | \$ 254.63   | \$ 12.50  |
| 2014-18       | Cell Antennas | T-Mobile     | 11900 Manning Ave.  | 3/12/2014   | \$ 5,000.00   | \$ 111.25   | \$ 83.43       | \$ -        | \$ 2.50   |
| 2014-19       | Windows       | Budget Ext   | 6166 Jarvis Ave. N. | 3/12/2014   | \$ 3,805.00   | \$ 97.25    | \$ 72.93       | \$ -        | \$ 1.90   |
| 2014-20       | HVAC Permit   | Widerski     | 8675 -80 th. St.    | 3/12/2014   | N/A           | \$ 80.00    | \$ 60.00       | \$ -        | \$ 5.00   |
| 2014-21       | Siding        | Peterson     | 6052 Jasmine Ave.   | 3/16/2014   | \$ 750.00     | \$ 74.00    | \$ 55.50       | \$ -        | \$ 1.00   |
| 2014-22       | Pole Bldg.    | Kollander    | 10750-75th. St.N.   | 3/17/2014   | \$ 22,000.00  | \$ 349.25   | \$ 261.93      | \$ 233.49   | \$ 11.00  |
| 2014-23       | Pole Bldg.    | Grubb        | 6639 Jasmine Ave.   | 3/18/2014   | \$ 374,980.00 | \$ 2,511.35 | \$ 1,883.51    | \$ 1,632.37 | \$ 187.49 |
| Monthly total |               |              |                     |             | \$ 531,535.00 | \$ 5,246.60 | \$ 3,934.91    | \$ 2,583.93 | \$ 286.39 |