

**City of Grant
City Council Agenda
October 7, 2014**

The regular monthly meeting of the Grant City Council will be called to order at 7:00 o'clock p.m. on Tuesday, October 7, 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. September 2, 2014 City Council Meeting Minutes
 - B. Bill List, \$133,345.50
 - C. City of Mahtomedi 3rd Quarter Fire Payment, \$30,490.00
 - D. Kline Bros. Excavating, Road Work, \$25,452.50
 - E. Resolution No. 2014-23, Loggers Trail Conditional Use Permit
 - F. Resolution No. 2014-29, Jasmine Hills Final Plat
 - G. Jasmine Hills Development Agreement
 - H. Ordinance No. 2014-36, Land Use Moratorium
 - I. Resolution No. 2014-28, Summary Publication of Ordinance No. 2014-36
 - J. Update of Snow Plowing Policy
5. **STAFF AGENDA ITEMS**
 - A. City Engineer, Phil Olson – No action items
 - B. City Planner, Jennifer Haskamp
 - i. PUBLIC HEARING, Consideration of Resolution No. 2014-30, Variance Request for Septic, 9285 84th Street N
 - ii. Land Use Definition Process
 - C. City Attorney, Nick Vivian – No action items
6. **NEW BUSINESS**
7. **UNFINISHED BUSINESS**
8. **DISCUSSION ITEMS**

A. City Council Reports (any updates from Council)

B. Staff Updates

9. COMMUNITY CALENDAR OCTOBER 8 THROUGH OCTOBER 31, 2014:

Mahtomedi Public Schools Board Meeting, Thursday, October 9th, 2014, Mahtomedi District Education Center, 7:00 p.m.

Stillwater Public Schools Board Meeting, Thursday, October 9th and October 23rd, 2014, Stillwater City Hall, 7:00 p.m.

Charter Commission Meeting, Thursday, October 16th, 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.

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**CITY OF GRANT
MINUTES**

DATE : September 2, 2014
TIME STARTED : 7:10 p.m.
TIME ENDED : 8:53 p.m.
MEMBERS PRESENT : Councilmember Bohnen, Tronrud,
Huber, Lobin and Mayor Carr
MEMBERS ABSENT : None

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

SETTING THE AGENDA

Council Member Bohnen moved to approve the agenda with the addition of 6E, Town Hall Use, under New Business. Motion failed with no second.

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

CONSENT AGENDA

- Bill List, \$49,259.81 Approved
- Washington County Sheriff's Department, \$54,882.95 Approved
- M.J. Raleigh Trucking, Gravel \$25,544.17 Approved
- Kline Bros. Excavating, Road Maintenance, \$10,437.50 Approved
- Audit Contract Extension, 2014-2016 Approved

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

1 STAFF AGENDA ITEMS

2
3 City Engineer, Phil Olson (No action items)

4
5 City Planner, Jennifer Haskamp

6
7 PUBLIC HEARING, Consideration of Resolution No. 2014-23, Conditional Use Permit
8 Application, Loggers Trail, 11950 80th Street – City Planner Haskamp advised Loggers Trail Golf
9 Club is currently operating with a Conditional Use Permit (CUP) which establishes the conditions
10 under which the current golf course operations are permitted. In 2004 the CUP was granted to the
11 Applicant based upon the preliminary plat and plans which detailed the site operations including the
12 golf course and clubhouse facilities. The intent at the time, which is detailed in the CUP and
13 Development Agreement, was to construct the permanent clubhouse according to a specific plan,
14 which ultimately was never built due to the economic downturn. Now, with economic conditions
15 improving, the Applicant, Dan Pohl on behalf of Loggers Trail Golf Club, would like to construct a
16 permanent clubhouse that varies slightly from the previous plan and introduces some additional
17 amenities that need to be addressed to ensure operations are compliant with the conditions as
18 established within the permit. As such, Mr. Pohl is now requesting an amendment to their
19 Conditional Use Permit to allow for the construction and operations of the permanent clubhouse at
20 the Loggers Trail Golf Club.

21
22 Earlier this year, Mr. Pohl requested and was granted minor subdivision approval to create the 5-acre
23 parcel on which the existing temporary clubhouse is located, and where the new permanent clubhouse
24 will be constructed. That subdivision was approved (Resolution #2014-10), and the CUP must also
25 be amended to include the legal description of the new parcel to ensure the permit is recorded
26 properly to address the operations of the clubhouse.

27
28 City Planner Haskamp provided an overview of the application noting it only addresses the proposed
29 changes/amendments, as the vast majority of the existing conditions as stated within the CUP will not
30 change as a result of this application.

31
32 City Planner Haskamp reviewed the draft draft conditions to amend noting the existing conditional
33 use permit will remain largely in force.

34
35 City Planner Haskamp referred to the County's potential stop light being installed at that corner and
36 advised the use proposed on this site is consistent with the 2004 approved conditional use permit.
37 There is no increased intensity of use so that potential project is not part of the proposed plan. She
38 noted the parking situation on the site does need to be addressed.

39
40 City Attorney Vivian added in order to impose conditions of use there has to be a nexus for that
41 condition. It is difficult to require a property owner to share in costs when there is no increase of the
42 intensity of use on the site.

43
44 Mayor Carr opened the public hearing at 7:25 p.m.

1 Mr. Dan Pohl, President of Loggers Trail, came forward and stated he has sufficient, usable ADA
2 parking on site and has never exceeded the capacity of that parking. He was also told by the County
3 that the stop light there is to allow residents from Settlers to get on Manning Avenue. He noted the
4 special events at the facility will occur in the late afternoon or early evening at a time many golfers
5 have left the site.

6
7 Mr. Larry Lanoux, Keswick Avenue, came forward and requested clarification on the zoning change
8 that allowed supper clubs and wedding event centers.

9
10 Mayor Carr closed the public hearing at 7:28 p.m.

11
12 Mr. Pohl came forward and stated his facility is not a wedding venue. It is a golf course that he would
13 also like the option to host tournaments and special events.

14
15 City Planner Haskamp stated if the Council wants all parking to be on the site parking would be tight.
16 The vast majority of the time the current parking would be sufficient. During some events additional
17 parking may be required and the Council could condition the permit on having a parking lot attendant
18 at those times.

19
20 Discussion was held regarding operating hours and it was determined the times in the existing
21 conditional use permit would be allowed. It was also determine that the applicant would maximize
22 the current parking lot as much as possible. No additional parking would be allowed on the roadway
23 from Manning Avenue to the driveway location. No Parking signs would be installed on the west
24 side of the road from the driveway at the applicant's expense.

25
26 Resolution No. 2014-23 will be revised relating to the parking requirements and appear on the
27 consent agenda at the October 7, 2014 regular City Council meeting.

28
29 **PUBLIC HEARING, Consideration of Resolution No. 2014-24, Variance Application for Septic,**
30 **9200 Jeffery Blvd. N** -- City Planner Haskamp advised the Applicant, Brook Parent of Parent Custom
31 Homes, LLC, on behalf of the Owners Paul and Kim Vanderwerf, has requested two after-the-fact
32 variances for setback related issues to the wetland/pond on site, and one variance for the septic tanks
33 to serve the new home on the property located at 9200 Jeffery Blvd. N.

34
35 Staff became aware of the issue when the Applicant submitted an application for a variance from the
36 wetland/pond grading buffer on site for installation of the septic tanks to serve the newly constructed
37 house. At the time when the application was made, staff was unaware that a building permit had
38 already been acquired for the home, and that the construction of the new home was nearly completed.
39 As such, an incomplete letter was sent to the Applicant indicating that the proposed house location
40 did not meet setbacks, and that additional information was necessary in order to process the request.
41 Upon receipt of the letter, Parent Custom Homes contacted staff to indicate that the house was already
42 constructed, and thus the issue became two after-the-fact variances requested for the home, and the
43 variance for the septic tank was still necessary due to the location of the home. The following staff
44 report summarizes the requested variances, and also proposes potential mitigation to offset the after-
45 the-fact nature of the request.

1 City Planner Haskamp reviewed the draft findings relating to the hardship and conditions of approval
2 noting a solution was worked out with the Applicant to provide some mitigation and place the area in
3 a conservation easement that meets the intent of the ordinance, which is to protect surface waer
4 bodies in the City. Therefore, staff is recommending approval of the variance request based on the
5 outlined conditions.

6
7 Mayor Carr opened the public hearing at 8:11 p.m.

8
9 No one was present to address the Council on this issue.

10
11 Mayor Carr closed the public hearing at 8:11 p.m.

12
13 It was the consensus of the Council that an after the fact variance is an issue for the City and the
14 Council does not want to see it happen again.

15
16 **Council Member Huber moved to adopt Resolution No. 2014-24, as presented. Council**
17 **Member Bohnen seconded the motion. Motion carried unanimously.**

18
19
20 **City Attorney, Nick Vivian**

21
22 **PUBLIC HEARING, Consideration of Resolution No. 2014-27, Vacate CUP's at 10495 Hadley**
23 **Avenue N and 10629 Jamaca Avenue N – City Attorney Vivian outlined Resolution No. 2014-27,**
24 **vacating two conditional use permits that are no longer operating within the City. The homeowners**
25 **were notified and the public hearing was published.**

26
27 Mayor Carr opened the public hearing at 8:14 p.m.

28
29 No one was present to address the Council on this issue.

30
31 Mayor Carr closed the public hearing at 8:14 p.m.

32
33 **Council Member Huber moved to adopt Resolution No. 2014-27, as presented. Council**
34 **Member Bohnen seconded the motion. Motion carried unanimously.**

35
36 **NEW BUSINESS**

37
38 **August 5, 2014 City Council Meeting Minutes (Council Member Lobin abstain) – Council**
39 **Member Lobin was absent from the August 5, 2014 City Council meeting.**

40
41 **Council Member Bohnen moved to approve the August 5, 2014 City Council Meeting Minutes,**
42 **as presented. Council Member Tronrud seconded the motion. Motion carried unanimously.**

43
44 **Consideration of Resolution No. 2014-25, 2015 Preliminary Budget, Treasurer Schwarze – City**
45 **Treasurer Schwarze advised the City Council had two meetings to discuss the 2015 preliminary**

1 budget. Action must be taken on the preliminary budget this evening. Action on the final budget
2 occurs in December. She noted the increases in the budget are mainly due to some cost share on
3 County road projects and the Stillwater Fire Department increases.
4

5 **Council Member Huber moved to adopt Resolution No. 2014-25, as presented. Council**
6 **Member Tronrud seconded the motion. Motion carried unanimously.**
7

8 **Consideration of Resolution No. 2014-26, Preliminary Levy Certification, Treasurer Schwarze**
9 **– City Treasurer Schwarze advised the preliminary levy can go down but not be raised. The final levy**
10 **will be approved at the December Council meeting.**
11

12 **Council Member Bohnen moved to adopt Resolution No. 2014-26, as presented. Council**
13 **Member Huber seconded the motion. Motion carried unanimously.**
14

15 **PROCLAMATION – Celebrate Community Media Week – Mayor Carr read a proclamation**
16 **acknowledging Celebrate Community Media Week.**
17

18 UNFINISHED BUSINESS

19
20 There was no unfinished business.
21

22 DISCUSSION ITEMS

23 24 **City Council Reports:** 25

26 Council Member Tronrud asked that newsletter articles be submitted by the City Council no later than
27 September 12, 2014.
28

29 Mayor Carr stated he believes the City needs to work on the definitions in the Land Use Chart that are
30 not actually defined and place a moratorium on those uses until they are defined.
31

32 City Attorney Vivian explained the moratorium process and the need for it. He provided an example
33 and noted that it is prudent for the City to define all uses. As each use is defined, those particular uses
34 can come off the moratorium.
35

36 Council directed staff to come back at the October Council meeting with an outlined process for
37 defining the land use chart as well as a moratorium on the undefined uses.
38

39 Mayor Carr read a statement relating to the last Charter Commission meeting noting he does not want
40 to see the City of Grant change and he does not support sewer and water within the City.
41

42 Council Member Bohnen stated he has been proud of the work done on the Charter Commission and
43 being of being a part of the Charter Commission. The Commission should not be dissolved prior to
44 the work being done.
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Staff Updates:

Administrator/Clerk Points advised the Council City Attorney Vivian attended and provided a data practices training seminar at the Washington County Clerk's Association (WCCA) at their quarterly meeting in August.

Administrator/Clerk Points requested the Council move public comment to the beginning of the Council meeting subject to the current rules.

It was the consensus of the Council that public comment would be moved to the beginning of the meeting starting at the November 2014 meeting.

COMMUNITY CALENDAR SEPTEMBER 3 THROUGH SEPTEMBER 30, 2014:

Mahtomedi Public Schools Board Meeting, Thursday, September 11 14th, 2014, Mahtomedi District Education Center, 7:00 p.m.

Stillwater Public Schools Board Meeting, Thursday, September 11th and 25th, 2014, Stillwater City Hall, 7:00 p.m.

Charter Commission Meeting, Thursday, September 18th, 2014, Mahtomedi City Hall, 7:00 p.m.

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

The City Council adjourned to a work session to take public input from the following:

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. Mr. Larry Lanoux – comments on Charter Commission use of Town Hall**

No Council action was taken on public input and no matter was referred to staff to schedule on an upcoming agenda.

ADJOURN

1 **There being no further business, Council Member Bohnen moved adjourn at 8:53 p.m. Council**
2 **Member Lobin seconded the motion. Motion carried unanimously.**
3

4 These minutes were considered and approved at the regular Council Meeting October 7th, 2014.
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9 _____
10 Kim Points, Administrator/Clerk
11

Tom Carr, Mayor

City of Grant

Disbursements List

09/29/2014

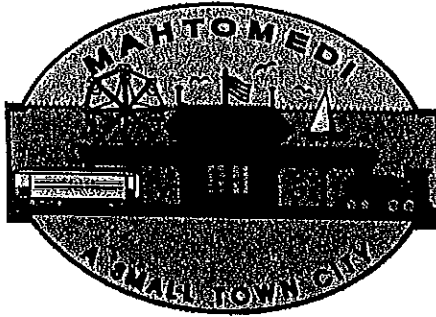
Date range: 08/29/2014 to 09/29/2014

Vendor	Date	Check #	Total	Description	Void	Account #	Detail
Smith Appraisal Service	09/02/2014	12539	\$1,901.37	Monthly Assessment Services August	No	100-41208-300	\$1,901.37
Payroll Period Ending 09/30/2014	09/29/2014	12540	\$3,262.64		No	100-41101-100	\$3,262.64
Xcel Energy	09/29/2014	12541	\$94.15	Utilities	No	100-43004-381	\$37.17
						100-43010-381	\$11.59
						100-43117-381	\$45.39
David's Consulting	09/29/2014	12542	\$8,535.98	Roadside Services	No	100-43114-300	\$2,708.38
						100-43115-300	\$5,827.60
Allied Blacktop Co.	09/29/2014	12543	\$66,505.50	Sealcoating	No	100-43112-400	\$66,505.50
Croix Valley Inspector	09/29/2014	12544	\$6,598.43	Building Inspector	No	100-42004-300	\$6,598.43
Nick & Karen Meyer	09/29/2014	12545	\$391.00	Escrow Refund	No	88-449310-810	\$391.00
CenturyLink	09/29/2014	12546	\$163.54	City Phone	No	100-41309-321	\$163.54
AirFresh Industries	09/29/2014	12547	\$125.00	PortaPot #17946	No	100-43007-210	\$125.00
Ken Roman	09/29/2014	12548	\$50.00	Video Tech Services	No	100-41318-300	\$50.00
Smith Appraisal Service	09/29/2014	12549	\$1,901.37	Monthly Assessment Services September	No	100-41208-300	\$1,901.37
Waste Management	09/29/2014	12550	\$4,347.38	Recycling	No	100-43011-384	\$4,347.38
Eckberg Lammers	09/29/2014	12551	\$8,736.26	Legal Services	No	100-41204-300	\$3,851.00
						100-41205-300	\$1,893.00
						100-41206-300	\$1,543.26
						867-49310-300	\$368.00
						882-49310-300	\$98.00
						885-49310-300	\$956.00
						887-49310-300	\$128.00
Brochman Blacktopping Co.	09/29/2014	12552	\$2,022.00	Roads/Pothole Repair	No	100-43109-300	\$2,022.00
League of Minnesota Cities	09/29/2014	12553	\$4,247.00	Dues	No	100-41304-300	\$4,247.00
Press Publications	09/29/2014	12554	\$119.21	Legals- 3 Public Hearings	No	100-41308-351	\$34.06
						885-49310-351	\$34.06
						887-49310-351	\$51.09
City of Maitland	09/29/2014	12555	\$30,490.00	3rd Quarter Fire Contract	No	100-42002-300	\$30,490.00
WSB & Associates	09/29/2014	12556	\$9,592.75	Engineering	No		

City of Grant

Disbursements List

Vendor	Date	Check #	Total	Description	Void	Account #	Detail					
Kline Bros Excavating	09/29/2014	12557	\$25,452.50	Road Maintenance	No	100-43101-300	\$4,921.25					
					100-43106-300	\$3,145.00						
					100-43111-300	\$13,000.00						
					100-43126-300	\$4,386.25						
					882-49310-300	\$169.50						
					879-49310-300	\$56.50						
					867-49310-300	\$113.00						
					100-43130-300	\$1,210.25						
					100-43125-300	\$92.00						
					100-43111-300	\$3,207.00						
Envirotech Services	09/29/2014	12558	\$7,851.35	Dust Control	No	100-43107-210	\$7,851.35					
					Halogen	09/29/2014	12559	\$150.00	Site Updates/Security	No	100-41312-320	\$150.00
										Mike Perron	09/29/2014	12560
Dennis Heuer	09/29/2014	12561	\$190.00	Ballfield Maintenance/Mowing/Tax Jul-Aug	No	100-43006-300	\$130.00					
					100-43009-300	\$60.00						
SHC, LLC	09/29/2014	12562	\$2,582.99	Planning	No	100-41209-300	\$1,408.00					
					867-49310-300	\$92.00						
					887-49310-300	\$46.00						
					889-49310-300	\$322.51						
					890-49310-300	\$714.48						
					100-41103-100	\$341.44						
IRS	09/29/2014	12563	\$1,079.91	Payroll Taxes	No	100-41107-100	\$397.03					
					100-41106-100	\$276.72						
					100-41112-100	\$64.72						
					100-41102-120	\$323.59						
PERA	09/29/2014	12564	\$802.55	PERA	No	100-41113-100	\$278.96					
					100-41102-120	\$323.59						
Total For Selected Checks			\$189,021.88				\$189,021.88					



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 3rd quarter fire contract. Please pay October 1, 2014.

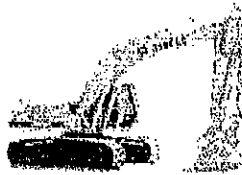
If you have any questions, please feel free to give me a call at 651-426-3344.

Thank you,


Jerene Rogers
Account Clerk

600 Stillwater Road • Mahtomedi, MN 55115
Phone: 651-426-3344 • Fax: 651-426-1786
<http://www.ci.mahtomedi.mn.us>

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



Invoice

DATE	INVOICE #
9/28/14	2345

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

DUE DATE
10/6/14

DESCRIPTION	QTY	UNIT COST	AMOUNT
MAPLE STREET DITCHWORK			0.00
8-22-14 E70	4	90.00	360.00
8-22-14 LNT9000	4	75.00	300.00
8-22-14 T600	1	75.00	75.00
83RD ST DITCHWORK			0.00
8-25-14 E70	6	90.00	540.00
8-25-14 LNT9000	6	75.00	450.00
8-25-14 T600	6	75.00	450.00
8-26-14 E70	4	90.00	360.00
8-26-14 LNT9000	4	75.00	300.00
8-26-14 T600	4	75.00	300.00
8-27-14 E70	4.25	90.00	382.50
8-27-14 LNT9000	5.25	75.00	393.75
8-27-14 T600	3	75.00	225.00
9-18-14 SEED HADLEY WASHOUT AND HERON			250.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE	Total		4,386.25

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



Invoice

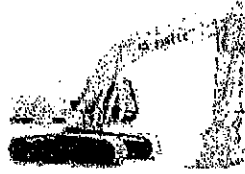
DATE	INVOICE #
9/28/14	2346

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

DUE DATE
10/6/14

DESCRIPTION	QTY	UNIT COST	AMOUNT
8-22-14 1846C MAPLE ST	3.5	85.00	297.50
8-25-14 1845C 83RD ST	6	85.00	510.00
8-26-14 1845C 83RD ST	4	85.00	340.00
8-27-14 1845C 83RD ST	4.25	85.00	361.25
9-02-14 770B	5.5	75.00	412.50
9-02-14 740A	5	75.00	375.00
9-03-14 740A	2.25	75.00	168.75
9-04-14 770B	3.5	75.00	262.50
9-04-14 740A	4.25	75.00	318.75
9-16-14 770B	5.5	75.00	412.50
9-16-14 740A	6.5	75.00	487.50
9-22-14 770B	5.5	75.00	412.50
9-22-14 740A	5	75.00	375.00
9-24-14 770B	2.5	75.00	187.50
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE		Total	4,921.25

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



Invoice

DATE	INVOICE #
9/26/14	2347

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

DUE DATE
10/6/14

DESCRIPTION	QTY	UNIT COST	AMOUNT
9-09-14 REPLACE CULVERT AT 8969 JOCELYN RD 15" X 34' HDPE WITH APRONS			3,000.00
9-13-14 - 9-15-14 REPLACE (3) 24" X 30' GALV METAL CULVERTS WITH APRONS ON HADLEY AVE & PINE TREE LAKE			10,000.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE	Total		13,000.00

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



Invoice

DATE	INVOICE #
9/28/14	2348

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

DUE DATE
10/6/14

DESCRIPTION	QTY	UNIT COST	AMOUNT
9-15-14 HAULED RC-5 TO BUILD UP HADLEY OVER CULVERTS	1	75.00	75.00
KESWICK AVE HILL WORK			0.00
9-23-14 E70 DIG ROCKS & BOULDERS FROM ROAD SURFACE & CLEAN DITCH	4.5	90.00	405.00
9-23-14 550G PRESHAPE ROAD FOR CONSISTENT LAYER OF GRAVEL	4.5	100.00	450.00
9-23-14 LNT9000 HAUL 1 LOAD WASHOUT FROM DITCH	1	75.00	75.00
9-23-14 RC-5 HAULED	2	75.00	150.00
9-24-14 RC-5 HAULED	10	75.00	750.00
9-24-14 550G LEVEL RC-5	3	100.00	300.00
9-24-14 E70 CLEAN OUT DITCH FOR CATCH APRON ON TOP OF HILL	1	75.00	75.00
9-24-14 LNT9000 HUAL FILL OUT	1	75.00	75.00
9-25-14 770B TOLERANCE ROAD	4	75.00	300.00
9-25-14 1845C " "	4	85.00	340.00
9-25-14 SD54 COMPACTOR	2	75.00	150.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE			
Total			3,145.00

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2014-23**

**RESOLUTION APPROVING AN AMENDED CONDITIONAL USE PERMIT FOR
LOGGERS TRAIL GOLF CLUB**

WHEREAS, Dan Pohl on behalf of Loggers Trail Golf Club (“Applicant”) has submitted an application for an Amended Conditional Use Permit to construct and operate a permanent golf clubhouse at the Loggers Trail Golf Club in the City of Grant, Minnesota; and

WHEREAS, the Loggers Trail Golf Club has been operating under the terms and conditions as established within the Conditional Use Permit dated December 7, 2004 and the Development Agreement dated June 27, 2003; and

WHEREAS, the Applicant has been operating with a temporary clubhouse and now plans to construct the permanent clubhouse which necessitated the changes to the existing Conditional Use Permit; and

WHEREAS, the City Council has considered the Applicant’s request at a duly noticed Public Hearing which took place on September 2, 2014.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA, that it does hereby approve the request of Dan Pohl of the Loggers Trail Golf Club for an amended Conditional Use Permit, based upon the following findings pursuant to Section 32-147 of the City’s Zoning Ordinance which provides that a Conditional Use Permit may be granted “if the applicant has proven to a reasonable degree of certainty” that specific standards are met. The City Council’s Findings relating to the standards are as follows:

- The use is designated in Section 32-245, table of uses, as a conditional use for the Agricultural A1 zoning district.
- The use conforms to the city’s comprehensive plan, and maintains large lot sizes in compliance with the guided land used designation.

- The use will not be detrimental to or endanger the public health, safety or general welfare of the city, its residents, or the existing neighborhood if conditions of the permit are met.
- The use meets conditions or standards adopted by the city (through resolutions or other ordinances).
- The use will not create additional requirements for facilities and services at public cost beyond the city's normal low density residential and agricultural uses.
- The use will not result in the destruction, loss or damage of natural, scenic, or historic features of importance.
- The use will not increase flood potential or create additional water runoff onto surrounding properties.

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

1. Conditional Use. This permit allows for the construction of an 18-hole golf course, driving range and clubhouse in accordance with the plans, drawings and any approved submissions which were part of the application. A portion of the golf course will utilize the outlots A and B but the applicant is not permitted to use any of the residential lots as part of the operation of the golf course. The applicant shall adopt an integrated pest management program and properly monitor and implement said program. The drawings and submissions are incorporated herein by reference including the plat and surveys which were completed to address concerns of the City regarding the layout of the course. All plans must be approved by the City Engineer and Building Inspector. No other uses are allowed on the property. Any changes to those plans or the use of the premises shall require an amendment to this permit. All applicable provisions of the Grant City Zoning Ordinance 50 concerning this permit shall be met unless waived by this permit.
2. Clubhouse. A clubhouse shall be allowed to be built according to plans which shall be reviewed and approved by the City Engineer prior to issuance of a building permit. The construction must be done in accordance with the building code and only after the issuance of a building permit. A temporary starting facility shall be allowed until the clubhouse is constructed and said temporary structure shall be approved by the City Engineer and/or Building Inspector. The applicant shall advise the City when it will commence construction of the clubhouse. Upon construction of the clubhouse a bar is allowed on the premises and applicant may serve liquor pursuant to a validly issued liquor license, if approved by the City. The bar shall be allowed to operate until 10:00 p.m. on Monday through Thursday and until 12:00 p.m. on Friday, Saturday, and Sunday. Any kitchen facilities to be constructed must be operated in accordance with the rules and regulations of the Department of Health. Any music played in the clubhouse, whether recorded or live, shall not be heard except inside the clubhouse.

3. **Maintenance Facilities.** A maintenance building shall be constructed in accordance with the plans and pursuant to the building code as a commercial building. The applicant shall provide to the City a survey showing the location of all buildings, their size and setbacks of said buildings.
4. **Access.** The owner shall maintain and utilize a separate access off of 80th Street for the clubhouse. There shall be no direct access to Manning Avenue, and no new driveways shall be created to 80th Street N or Manning. The access rout to the maintenance building from the cul-de-sac on 80th Street shall be approved by the City Engineer.
5. **Parking.** The parking lot must have a minimum of 136 parking spaces and 3 handicapped spaces which have been determined based upon the size of the building. Overflow parking for the facilities may be accommodated on the north side of 80th Street N between the parking lot access driveway and the cul-de-sac, but only after the onsite parking lot has been filled. No Parking signs shall be installed on the north side of 80th Street from Manning Avenue to the entrance driveway into the parking lot at the Applicant's expense. A Parking attendant shall be required during all events to ensure on-street parking is effectively handled. The regular parking spaces shall be 10'x20'. Three of the parking stalls shall be handicapped spaces which are 12' x 20' with five (5) foot aisle widths between spaces. Handicapped parking must be provided, marked and signed in accordance with the Minnesota State Building Code.
6. **Wells.** The applicant must secure a Water Appropriations permit for the Minnesota Department of Natural Resources and a permit from the Minnesota Department of Health for the construction of any wells on the property. The applicant shall ensure that appropriate conservation measures are adopted to preserve the public of water.
7. **Septic System:** The applicant shall construct a septic system sized in accordance with the plans for the clubhouse and according to a permit to be issued by Washington County.
8. **Grading/Landscaping/Screening.** The applicant shall grade the site in accordance with the Grade and Fill Permit and the approvals given by the City through its City Engineer. A sediment fence shall be installed in accordance with the recommendations of the Soil and Water Conservation District. The site shall be graded so as to ensure proper drainage for the site based upon its proposed use. The City reserves the right to require the applicant to modify the plans in the event that the drainage plan does not work or damages other property off of the site. The applicant shall provide landscaping with berms, trees and appropriate plantings as part of the development process including along the common property lines. The landscaping plan shall be approved by the City Engineer and the neighbors that existed on the property as of August 1, 2002 to ensure that they are in agreement with the landscaping plan and screening as it relates to their respective properties. All landscaping, trees and seedlings shall be planted on or before August 1, 2005 and in the event any of the landscaping, trees or seedlings should die, the applicant shall preplace said trees or seedlings. Any non-paved surfaces must be properly seeded, sodded or landscaped.

9. Storm Drainage and Erosion Control. The owner shall obtain a permit from the Brown's Creek Watershed District to construct the improvements. Any ponds constructed on the property shall be properly maintained by the applicant and applicant and owner hereby consents to allow the City of Grant to inspect said pond(s) to ensure that they are properly functioning. The owner shall install and maintain proper silt fencing during the construction and shall remove the silt fence once vegetation is established. The City reserves the right to modify the conditions regarding the drainage and erosion depending upon the operation of the facility as compared to the plans and construction.
10. Fire Protection. The owner shall comply with any and all recommendations from the City of Stillwater Fire Chief to ensure that all buildings conform to the State Fire Code and that adequate measures have been taken to ensure the safety of persons and property on the site. This includes addressing building fire protection, above-ground storage of any fertilizers or other chemicals, water supply, road access to buildings and access, access to building entrances, emergency lighting or exit signage, and proper exits for the buildings. Annually the owner shall provide the City with a list of chemicals; fertilizers and any flammable liquids which are stored on the premises and shall indicate on a map where said items have been stored on the property. Anytime new combustibles, flammable liquids or chemicals are added to the site, the owner shall notify the City of the type and location of the storage of said chemical, liquid or combustible. An above ground fuel tank will be allowed on the property provided the applicant has secured an appropriate permit from the Minnesota Pollution Control Agency in order to address issues of adequate spill protection and prevention.
11. Hours of Operation for Golf Course. The golf course shall be operated between the hours of 5:00 a.m. to 10:00 p.m.
12. Signage. A sign is allowed advertising the business located on the property. The applicant must make an application for the sign and a separate sign permit will be issued by the City. All other signs on the property must be removed.
13. Noise. The owner shall comply with the noise requirements of the City Zoning Ordinance and Minnesota Pollution Control Agency.
14. Lighting. The applicant shall provide a lighting plan for approval by the City. The applicant's plan shall comply with the lighting ordinances of the City in order to ensure that the lights are downward cast.
15. Exterior Storage. Owner shall store all materials inside the buildings. No exterior storage is allowed on the above described premises. The applicant shall construct a fenced and screened area for the storage of waste materials or shall store the material inside of a structure.

16. Snowmobiles. Snowmobiles shall be allowed on the perimeter of the property. No snowmobiles shall be allowed on the areas used for the golf course unless specifically authorized by the Golf Course.
17. Necessary Permits. Owner shall obtain all of the necessary permits from Washington County and compliance with the letter dated January 18, 2001, the State of Minnesota, including but not limited to permits from the Minnesota Department of Natural Resources, Minnesota Department of Health, and Minnesota Pollution Control Agency, and the United States Government which are necessary in carrying out its operations on the premises including a building permit.
18. Modifications to Permit. The City reserves the right to modify this permit based upon the operation of the golf course and actual conditions which may arise after the golf course opens.
19. Adherence to the terms of the conditional use permit shall be monitored on a complaint basis and yearly as set forth below. Violation of any term of said conditional use permit may result in revocation of the permit pursuant to Ordinance 1996-70.
20. The conditions of this permit shall run with the land described herein. The conditional use permit shall in no way be affected by the subsequent sale, lease or other changes from current ownership.

Adopted by the Grant City Council this 7th day of October, 2014.

Tom Carr, Mayor

State of Minnesota)
) ss.
County of Washington)

I, the undersigned, being the duly qualified and appointed Clerk of the City of Grant, Minnesota do hereby certify that I have carefully compared the foregoing resolution adopted at a meeting of the Grant City Council on _____, 2014 with the original thereof on file in my office and the same is a full, true and complete transcript thereof.

Witness my hand as such City Clerk and the corporate seal of the City of Grant, Washington County, Minnesota this ____ day of _____, 2014.

Kim Points
Clerk
City of Grant

AMENDED CONDITIONAL USE PERMIT FOR LOGGERS TRAIL GOLF CLUB

Date: August 26, 2014
Legal Description: Attached as Exhibit A
Owner: Sawmill Golf Club, Inc.
Applicant: Loggers Trail Golf Club
Address: 11950 80th Street N.
Grant, MN 55082
Zoning: A-1

Sawmill Golf Club and Company, Inc., received a Conditional Use Permit December 7, 2004 for purposes of construction and operations of what became Loggers Trail Golf Club. In August 2014 the Applicant requested, and was granted, amendments to some of the conditions as previously laid out. The following permit shall replace the original permit dated December 7, 2004.

I. CONDITIONAL USE PERMIT FOR: Golf Course with Club House

General Description

1. Conditional Use. This permit allows for the construction of an 18-hole golf course, driving range and clubhouse in accordance with the plans, drawings and any approved submissions which were part of the application. A portion of the golf course will utilize the outlots A and B but the applicant is not permitted to use any of the residential lots as part of the operation of the golf course. The applicant shall adopt an integrated pest management program and properly monitor and implement said program. The drawings and submissions are incorporated herein by reference including the plat and surveys which were completed to address concerns of the City regarding the layout of the course. All plans must be approved by the City Engineer and Building Inspector. No other uses are allowed on the property. Any changes to those plans or the use of the premises shall require an amendment to this permit. All applicable provisions of the Grant City Zoning Ordinance 50 concerning this permit shall be met unless waived by this permit.
2. Clubhouse. A clubhouse shall be allowed to be built according to plans which shall be reviewed and approved by the City Engineer prior to issuance of a building permit. The construction must be done in accordance with the building code and only after the issuance of a building permit. A temporary starting facility shall be allowed until the clubhouse is constructed and said temporary structure shall be approved by the City

Engineer and/or Building Inspector. The applicant shall advise the City when it will commence construction of the clubhouse. Upon construction of the clubhouse a bar is allowed on the premises and applicant may serve liquor pursuant to a validly issued liquor license, if approved by the City. The bar shall be allowed to operate until 10:00 p.m. on Monday through Thursday and until 12:00 p.m. on Friday, Saturday, and Sunday. Any kitchen facilities to be constructed must be operated in accordance with the rules and regulations of the Department of Health. Any music played in the clubhouse, whether recorded or live, shall not be heard except inside the clubhouse.

3. Maintenance Facilities. A maintenance building shall be constructed in accordance with the plans and pursuant to the building code as a commercial building. The applicant shall provide to the City a survey showing the location of all buildings, their size and setbacks of said buildings.
4. Access. The owner shall maintain and utilize a separate access off of 80th Street for the clubhouse. There shall be no direct access to Manning Avenue, and no new driveways shall be created to 80th Street N or Manning. The access rout to the maintenance building from the cul-de-sac on 80th Street shall be approved by the City Engineer.
5. Parking. The parking lot must have a minimum of 136 parking spaces and 3 handicapped spaces which have been determined based upon the size of the building. Overflow parking for the facilities may be accommodated on the north side of 80th Street N between the parking lot access driveway and the cul-de-sac, but only after the onsite parking lot has been filled. No Parking signs shall be installed on the north side of 80th Street from Manning Avenue to the entrance driveway into the parking lot at the Applicant's expense. A Parking attendant shall be required during all events to ensure on-street parking is effectively handled. The regular parking spaces shall be 10'x20'. Three of the parking stalls shall be handicapped spaces which are 12' x 20' with five (5) foot aisle widths between spaces. Handicapped parking must be provided, marked and signed in accordance with the Minnesota State Building Code.
6. Wells. The applicant must secure a Water Appropriations permit for the Minnesota Department of Natural Resources and a permit from the Minnesota Department of Health for the construction of any wells on the property. The applicant shall ensure that appropriate conservation measures are adopted to preserve the public of water.
7. Septic System; The applicant shall construct a septic system sized in accordance with the plans for the clubhouse and according to a permit to be issued by Washington County.
8. Grading/Landscaping/Screening. The applicant shall grade the site in accordance with the Grade and Fill Permit and the approvals given by the City through its City Engineer. A sediment fence shall be installed in accordance with the recommendations of the Soil and Water Conservation District. The site shall be graded so as to ensure proper drainage for the site based upon its proposed use. The City reserves the right to require the applicant

to modify the plans in the event that the drainage plan does not work or damages other property off of the site. The applicant shall provide landscaping with berms, trees and appropriate plantings as part of the development process including along the common property lines. The landscaping plan shall be approved by the City Engineer and the neighbors that existed on the property as of August 1, 2002 to ensure that they are in agreement with the landscaping plan and screening as it relates to their respective properties. All landscaping, trees and seedlings shall be planted on or before August 1, 2005 and in the event any of the landscaping, trees or seedlings should die, the applicant shall preplace said trees or seedlings. Any non-paved surfaces must be properly seeded, sodded or landscaped.

9. Storm Drainage and Erosion Control. The owner shall obtain a permit from the Brown's Creek Watershed District to construct the improvements. Any ponds constructed on the property shall be properly maintained by the applicant and applicant and owner hereby consents to allow the City of Grant to inspect said pond(s) to ensure that they are properly functioning. The owner shall install and maintain proper silt fencing during the construction and shall remove the silt fence once vegetation is established. The City reserves the right to modify the conditions regarding the drainage and erosion depending upon the operation of the facility as compared to the plans and construction.
10. Fire Protection. The owner shall comply with any and all recommendations from the City of Stillwater Fire Chief to ensure that all buildings conform to the State Fire Code and that adequate measures have been taken to ensure the safety of persons and property on the site. This includes addressing building fire protection, above-ground storage of any fertilizers or other chemicals, water supply, road access to buildings and access, access to building entrances, emergency lighting or exit signage, and proper exits for the buildings. Annually the owner shall provide the City with a list of chemicals; fertilizers and any flammable liquids which are stored on the premises and shall indicate on a map where said items have been stored on the property. Anytime new combustibles, flammable liquids or chemicals are added to the site, the owner shall notify the City of the type and location of the storage of said chemical, liquid or combustible. An above ground fuel tank will be allowed on the property provided the applicant has secured an appropriate permit from the Minnesota Pollution Control Agency in order to address issues of adequate spill protection and prevention.
11. Hours of Operation for Golf Course. The golf course shall be operated between the hours of 5:00 a.m. to 10:00 p.m.
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17. Necessary Permits. Owner shall obtain all of the necessary permits from Washington County and compliance with the letter dated January 18, 2001, the State of Minnesota, including but not limited to permits from the Minnesota Department of Natural Resources, Minnesota Department of Health, and Minnesota Pollution Control Agency, and the United States Government which are necessary in carrying out its operations on the premises including a building permit.
18. Modifications to Permit. The City reserves the right to modify this permit based upon the operation of the golf course and actual conditions which may arise after the golf course opens.
19. Adherence to the terms of the conditional use permit shall be monitored on a complaint basis and yearly as set forth below. Violation of any term of said conditional use permit may result in revocation of the permit pursuant to Ordinance 1996-70.
20. The conditions of this permit shall run with the land described herein. The conditional use permit shall in no way be affected by the subsequent sale, lease or other changes from current ownership.

II. REVIEW

The City reserves the right to review the terms of this permit and require additional conditions in order to address any health, safety, welfare, nuisance or other issues which may arise during the term of the conditional use permit. Pursuant to the Zoning Ordinance of the City of Grant, periodic review of this Conditional Use Permit is also imposed as a condition of its grant.

III. COMPLIANCE DOCUMENTATION

If in the sole discretion of the City additional documents are necessary for recording the applicant will cooperate and sign any and all documents.

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

CITY OF GRANT:

Date: _____

Tom Carr, Mayor

Date: _____

Kim Points, City Clerk

State of Minnesota)
)ss.
County of Washington)

On this _____ day of _____, 2014, before me, a Notary Public, personally appeared Tom Carr and Kim Points, of the City of Grant, a Minnesota municipal corporation within the State of Minnesota, and that said instrument was signed on behalf of the City of Grant by the authority of the city council and Tom Carr and Kim Points acknowledge said instrument to be the free act and deed of said City of Grant.

Notary Public
APPLICANT:
LOGGERS TRAIL GOLF CLUB/DAN POHL

Date: _____

By: _____
Its: _____

OWNER:
SAWMILL GOLF CLUB, INC.

Date: _____

By: _____
Its: _____

Date: _____

Kim Points, City Clerk

State of Minnesota)
)ss.
County of Washington)

On this _____ day of _____, 2014, before me, a Notary Public, personally appeared _____ the _____ of Dellwood Wedding Barn who acknowledged that said instrument was authorized and executed on behalf of said Company.

Notary Public

EXHIBIT A

Lots 1, 2 and 3, Block 1, and Outlots A and B of Loggers Trail; and Lot 1, Block 2 of the Loggers Trail 2nd Addition.



STAFF REPORT

TO: Mayor & City Council Members **Date:** September 30, 2014
Kim Points, City Clerk
Nick Vivian, City Attorney **RE:** Final Plat -- Jasmine Hills Addition

From: Jennifer Haskamp

Background

The Applicant, Jasmine Meadows, LLC, has applied for a Final Plat for the Jasmine Hills Addition major subdivision. The Applicant was granted Preliminary Plat approval on August 5, 2014 with eleven (11) conditions. The following memo identifies the conditions as identified within the Preliminary Plat and the Applicant's response.

Project Summary

The following summary and background is provided with respect to the proposed Jasmine Hills subdivision:

Applicant: Stuart Grub, Jasmine Meadows, LLC	Site Size: 74.06 Acres
Zoning & Land Use: A-2	Proposed Plat: Jasmine Hills Addition
Legal Description: Jasmine Hills Addition, Block 1, Lot 1 through 7 and Outlot A	Request: Final Plat, 7-lot rural residential subdivision (per City Code, Major Subdivision)

Review Criteria

Chapter 30, Section 30-77 states that a Final Plat must conform to the approved Preliminary Plat. Any significant modifications to the preliminary plat may require additional review and/or approvals.

Conditions of Preliminary Plat

The following summary of the conditions in the Preliminary Plat approval that require action prior to Final Plat approval is provided for your review and consideration:

- The Preliminary Plat must be updated to reflect individual driveways for each lot, and if any shared access agreements or private driveway easements are necessary between lots, such agreements shall be provided to the City Attorney for review and approval.
 - *Response: An updated preliminary plat has been provided. Private driveway agreements are necessary based upon the design of the subdivision. The agreements must be submitted to the city attorney for review and approval once the documents have been drafted.*

- The Preliminary Plat shall be updated to remove Outlot A and adjoin it to Block 1, Lot 2.
 - *Response: In order to conform to Washington County's plat standards, Outlot A must remain legally described as an Outlot. Staff has worked with the Applicant to place language in the Development Agreement to ensure ownership and management of the Outlot is associated with Lot 2.*
- The Applicant shall enter into a Developer's Agreement prior to Final Plat approval to ensure execution of the proposed subdivision and necessary infrastructure improvements as detailed by the City Engineer.
 - *Response: A copy of the Development Agreement has been provided for the review of the Council.*
- A street name for the proposed cul-de-sac shall be provided prior to Final Plat approval, and such name approved by the City Council.
 - *Response: The Applicant has identified the name of the cul-de-sac as "Jasmine Court".*
- The Covenants for the subdivision must be updated to address shared-access and review by the City Attorney made prior to final plat approval.
 - *Response: Prior to execution of the Final Plat, the Covenants must be reviewed and approved by the City Attorney.*
- A letter for Washington County Environmental Services shall be provided indicating that the proposed primary and secondary septic sites meet their standards and requirements, and that adequate area exists on site to accommodate a septic system on each lot.
 - *Response: A letter from Pete Ganzel dated September 17, 2014 has been submitted indicating acceptable soils on each lot. The correspondence is attached for your review and consideration.*

Final Plat

The submitted Final Plat generally conforms to Preliminary Plat and conditions as identified during the process. The following conditions of Final Plat are provided for your review and recommendations:

1. The Final Plat shall be updated to include 20-foot drainage and utility easements centered on each lot line.
2. The plat shall comply with the provisions of all state statutes and standard procedures for platting in Washington County.
3. The Applicants shall obtain Final Plat approval from the Washington County Surveyor.
4. Prior to the City's execution of the Final Plat, the Applicant must enter into an agreement with the City for the installation of all required improvements, which shall be referred to as the "Development Agreement."
5. The requirements and conditions of the Development Agreement shall be incorporated as conditions of the City's execution of the Final Plat.
6. The Final Plat shall be recorded within 120 days of approval or the City's approval shall be deemed null and void.



7. The Applicant shall pay all fees and delinquent escrow balances.

Summary and Recommendation

In summary the Applicant has provided the information as conditioned within the Preliminary Plat and has submitted a Final Plat that conforms to the approved Preliminary Plat. The resolution of approval regarding the Final Plat is attached for your review and consideration.

Attachments

Engineer's Staff Report -- June 23, 2014

Plan Set dated: 5/28/2014 -- Sheets 1 through 10

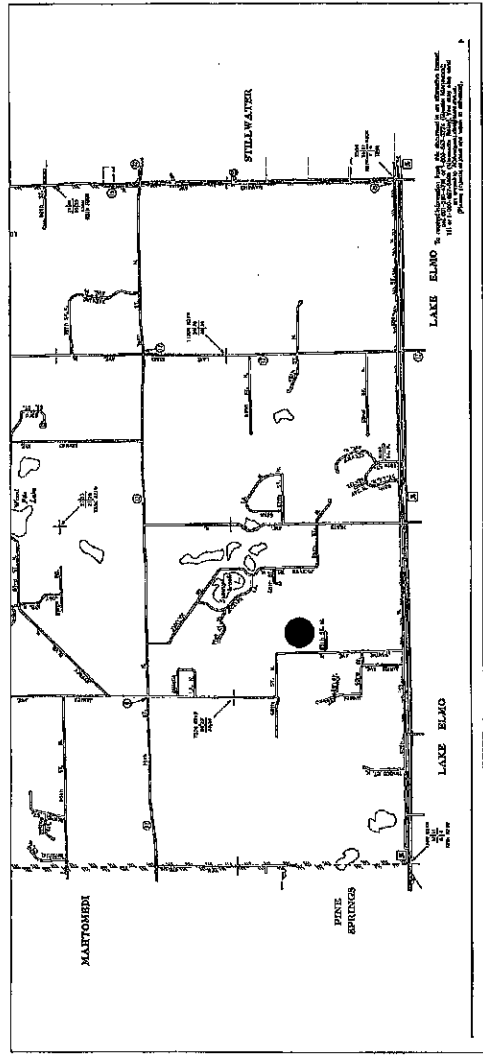
Copies of Stormwater Management Plan, Soil Borings, and Septic Test results available electronically

JASMINE MEADOWS, LLC

JASMINE HILLS

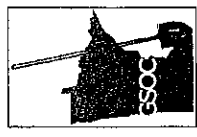
CONSTRUCTION DOCUMENTS

GRANT, WASHINGTON CO., MN



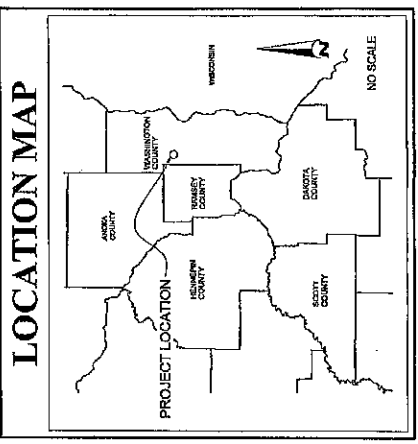
Sheet Number	Sheet Title
01	TITLE
02	NOTES & SEQ
03	SWPPP
04	DETAILS
05	EXISTING CONDITIONS
06	SITE PLAN
07	GRADING
08	JASMINE COURT
09	STORM SEWER
10	POND GRADING DETAILS

GOVERNING SPECIFICATIONS
 THE 2002 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION SHALL GOVERN.
 ALL TEMPORARY CONTROL, EROSION AND SEDIMENT CONTROL MEASURES SHALL BE APPROVED BY THE DISTRICT ENGINEER FOR TEMPORARY CONTROL OF THE LAKE.



CLIENT
 JASMINE MEADOWS, LLC
 5274 NOLAN PARKWAY
 STILLWATER, MN 55082

ENGINEER
 ERMONS & OLIVER RESOURCES, INC.
 651 HALE AVENUE NORTH
 OAKDALE, MINNESOTA 55128-7824
 TELEPHONE: (651) 770-8448
 FAX: (651) 770-2582
 erofic.com



EXISTING UTILITIES
 THE LOCATION OF UNDERGROUND UTILITIES (UNDER STRUCTURES AS SHOWN ON THE PLANS) AND/OR ANY OTHER UTILITIES (UNDER OR ABOVE GROUND) SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION TO AVOID DAMAGE TO EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES.

CONSTRUCTION NOTE
 CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO MAINTAIN OPERATION OF EXISTING UTILITIES THROUGHOUT THE DURATION OF THE PROJECT. IF THE EROSION THAT RESULTS FROM THE CONSTRUCTION OF THE PROJECT IS SUCH THAT COMPLETE PROTECTION OF EXISTING UTILITIES IS NOT FEASIBLE, THE CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION TO THE UTILITIES TO PREVENT DAMAGE TO EXISTING UTILITIES IN ADVANCE OF ANY INTERFERENCE.

GOPHER STATE ONE-CALL
 IT IS THE LAW THAT ANYONE EXCAVATING AT ANY SITE MUST FIRST CALL 811 TO REPORT THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES.

LEGEND	EXISTING	PROPOSED
SILT FENCE	---	---
CONSTRUCTION FENCE	---	---
DELIMITED WETLAND	---	---
WATERLINESHORELINE	---	---
OVERHEAD ELECTRIC LINES	---	---
BURIED ELECTRIC LINES	---	---
FIBER OPTIC LINES	---	---
GAS LINES	---	---
PIPELINE	---	---
OVERHEAD TELEPHONE	---	---
BURIED TELEPHONE	---	---
TELEPHONE MANHOLE	---	---
OVERHEAD CABLE PEDESTAL	---	---
BURIED CABLE TV	---	---
TV CABLE PEDESTAL	---	---
BARRIED WIRE FENCE	---	---
CHAIN LINK FENCE	---	---
STOCKADEWOOD FENCE	---	---
GUARD RAIL	---	---
CENTER LINE ROADWAY	---	---
CENTER LINE RAIL ROAD	---	---
SANITARY SEWER LINE	---	---
SANITARY SEWER FORCEMAIN	---	---
SANITARY SEWER MANHOLE	---	---
STORM SEWER LINE	---	---
STORM SEWER CULVERT	---	---
STORM SEWER FORCEMAIN	---	---
STORM SEWER MANHOLE	---	---
WATERMAIN	---	---
WATERMAIN MANHOLE	---	---
HYDRANT	---	---
WATER VALVE	---	---

JASMINE MEADOWS, LLC 5274 NOLAN PARKWAY STILLWATER, MN 55082		JASMINE HILLS CONSTRUCTION DOCUMENTS GRANT, WASHINGTON CO., MN	TITLE SHEET 01 OF 10 SHEETS
ERMONS & OLIVER Resources, Inc. 651 Hale Avenue North Oakdale, MN 55128 Telephone: 651.770.8448 Community: www.erm.com		STATE PROJECT NO. CITY PROJECT NO.	STATE PROJECT NO. CITY PROJECT NO.
SUBMISSION DATE: 05/20/24 DESIGN BY: JRM DRAWN BY: JRM EXPIRES: 01/15/25		LICENSE # 2022 DATE: 05/24/24	

Small text at the bottom of the page, likely containing copyright information or disclaimer text.

LEGAL DESCRIPTION OF RECORD

Document No. 276439
This is a plat (2, 12) of the Northwest Quarter (N. W. 1/4) of Section Thirty-four (34), Township Thirty-one (31), Range Twenty-one (21), according to the United States Government Survey, hereof.

Subject to needs and also subject to an easement to Northern States Power Company recorded May 3, 1946, in Book 150 of Deeds, page 50.

EXCEPT the parcel described in Document No. 276710 described as follows: All that part of the Northeast Quarter of the Northwest Quarter (NE1/4 of NW1/4) of Section Thirty-four (34), Township Thirty-one (31), Range Twenty-one (21), North, Range Twenty-one (21) West described as follows: The East 361.5 feet of the West 394.5 feet of the South 361.5 feet. Containing 3 acres more or less.

Gentlemen, hereby dedicate the following described land being and being within Washington County, Minnesota, to the public for road purposes, to wit: All that part of the Northeast Quarter of the Northwest Quarter (NE1/4 of NW1/4) of Section Thirty-four (34), Township Thirty-one (31), Range Twenty-one (21) West described as follows: The West Thirty-three (33) feet of the South 361.5 feet thereof.

Table with columns: LOT, AREA, PERCENTAGE, FRONT, SIDE, REAR, DEPTH, DIMENSIONS. It lists lot details for a specific parcel.

ALSO EXCEPT the parcel described in Document No. 355606 described as follows: That part of the Northeast 1/4 of the Northwest 1/4 of Section 34, Township 30, Range 21, Washington County, Minnesota, Assembly No. 355606, beginning at a point on the North line thereof distant 205.70 feet Westward from the southeast corner of said Northeast 1/4; thence Westward along said North line 205 feet to the point of intersection of the line 90 degrees 00' 00" a distance of a distance of 160 feet thence Eastward along the line 90 degrees 00' 00" a distance of 150 feet; thence Northward to the point of beginning.

GRADING & EROSION CONTROL NOTES

- 1. CONTRACTOR SHALL CONTACT TOWNSHIP ENGINEER... PRIOR TO EXCAVATION...
2. CONTRACTOR SHALL VERIFY THE LOCATIONS AND DEPTHS OF EXISTING UTILITIES... PRIOR TO START OF SITE WORK...
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL CONTROL...
4. CONTRACTOR SHALL PROVIDE EROSION CONTROL MEASURES PRIOR TO EXCAVATION...
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GRADING & EROSION CONTROL NOTES

- 24. CONTRACTOR SHALL PROVIDE GRADING AND SLOPING THE FINISHED GROUND... PRIOR TO EXCAVATION...
25. CONTRACTOR SHALL PROVIDE GRADING AND SLOPING THE FINISHED GROUND... PRIOR TO EXCAVATION...
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34. CONTRACTOR SHALL PROVIDE GRADING AND SLOPING THE FINISHED GROUND... PRIOR TO EXCAVATION...

GENERAL UTILITY NOTES

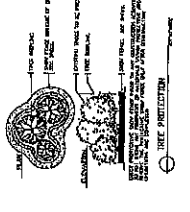
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9. CONTRACTOR SHALL PROVIDE EROSION CONTROL MEASURES PRIOR TO EXCAVATION...
10. CONTRACTOR SHALL PROVIDE EROSION CONTROL MEASURES PRIOR TO EXCAVATION...

STREET & PAVEMENT NOTES

- 1. ALL CONSTRUCTION IS IN ACCORDANCE WITH THE APPROPRIATE SPECIFICATIONS OF THE ROAD DEPARTMENT...
2. UNDER PAVERS ONLY THE UPPER THREE FEET OF SUBGRADE TO THE STANDING PROCTOR DENSITY AT OPTIMUM MOISTURE...
3. UNDER PAVERS ONLY THE UPPER THREE FEET OF SUBGRADE TO THE STANDING PROCTOR DENSITY AT OPTIMUM MOISTURE...
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TREE PROTECTION NOTES

- 1. SIGNIFICANT TREE - A DECIDUOUS TREE OF AT LEAST 8 INCHES DBH...
2. SIGNIFICANT TREE - A DECIDUOUS TREE OF AT LEAST 8 INCHES DBH...
3. SIGNIFICANT TREE - A DECIDUOUS TREE OF AT LEAST 8 INCHES DBH...
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STORM SEWER NOTES

- 1. STORM SEWER CONSTRUCTION IS IN ACCORDANCE WITH UNDOT TOTAL...
2. STORM SEWER SHALL BE REINFORCED CONCRETE PIPE OR APPROVED EQUAL...
3. CATCH BASINS SHALL BE PRECAST REINFORCED CONCRETE...
4. MANHOLES SHALL BE PRECAST REINFORCED CONCRETE...
5. CONNECTIONS TO EXISTING MANHOLES SHALL BE MADE BY CORE DRILLING OR SAW CUTTING THE EXISTING MANHOLE AT THE PROPOSED INVERT ELEVATION...
6. PIPE LOCATIONS ON THE PLAN INCLUDE THE APRON SECTIONS...
7. THE LAST THREE STORM SEWER PIPE JOINTS AT ALL APRON SECTIONS...
8. STORM SEWER CASTINGS IN THE CURB AND GUTTER SHALL BE STAKED...
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS...
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JASMIN MEADOWS, LLC
5374 HOLLAN PARKWAY
STILLWATER, MN 55082

JASMIN MEADOWS, LLC
CONSTRUCTION DOCUMENTS
GRANT, WASHINGTON CO., MN

NOTES & SEC
SHEET 02 OF 10 SHEETS

FOR ENGINEERS & ARCHITECTS
2100 1st Avenue North
Okatee, MN 55128
Tel: 612.885.7700
www.for-engineers.com

Table with columns: NO, DATE, BY. It contains a signature and date for the engineer.

STORMWATER POLLUTION PREVENTION PLAN

PROJECT DESCRIPTION

The project purpose is to construct a roadway and associated stormwater management facilities in conjunction with a seven lot rural residential development. Grading and erosion control for the development of the individual lots to be reviewed and approved at time of building permit application.

RECEIVING WATERS

Stormwater from this project will be captured by the proposed storm sewer system and treated by the proposed stormwater facilities before discharging to on-site wetland complexes.

SPECIAL OR IMPAIRED WATERS (APPENDIX A)

No special or impaired waters exist within one mile of any project discharge points. Appendix A requirements do not apply to this project.

RESPONSIBLE PARTIES

Project Owner (Permitted Owner), and the Contractor (Site Operator), are responsible for the implementation of the SWPPP and all requirements of the NPDES Permit Construction Stormwater General Permit. The Contractor is responsible for the installation, inspection, maintenance and repairs of all erosion prevention and sediment control BMP's before, during, and after active construction. Project Owner is responsible for the long-term operation and maintenance of all permanent stormwater management systems. The contractor is liable until final stabilization of all disturbed areas has been achieved, all synthetic BMP's have been removed, and the Permit Modification form has been submitted to the MPCA.

PROJECT OWNER

Name _____
 Address _____
 Contact Number _____
 email _____

PROJECT CONTRACTOR

Name _____
 NPDES Permit Modification form within 7 days of the activation of contractor.

TRAINING RECORD

Name _____ Training date, time, # of hours _____ Instructor and entity _____

INSPECTION AND RECORD KEEPING

The contractor must assign a trained individual(s) (pursuant to Part III.A.2-3) to oversee the implementation, amendment, inspection, and maintenance of the SWPPP and BMP's. This individual(s) must perform routine site inspections in compliance of Part IV.E, and be available for site inspections within 72 hours upon request by the Permitted Owner, LGU, or the MPCA. Amendments to the SWPPP will be made by the Project Engineer or the contractor after written approval by the Project Engineer. The complete SWPPP must be kept on site during construction.

The final SWPPP, stormwater related permits, inspection and maintenance records, all permitment operation and maintenance agreements, and all required design calculations must be kept on file for three years after submittal of the Notice of Termination.

PROJECT SCHEDULING DATES

Final completion date: _____
 Project start date: _____

IMPERVIOUS SURFACE AND DISTURBED AREA (ROADWAY ONLY)

Total disturbed Area = 3.28 acres
 Pre-construction Impervious Area = 0.00 acres
 Post-construction Impervious Area = 0.92 acres
 Net increase in Impervious Area = 0.93 acres

MAINTENANCE AND MANAGEMENT PLAN

Soil compaction will be minimized by equipment restrictions & soil maintenance. Other SWPPP maintenance will include sediment control & removal.

MISCELLANEOUS EROSION CONTROL NOTES

Construction shall be governed by the MACT spec. book, special provisions, amendments, project specifications, and detail plates. The contractor shall keep the inspection and maintenance log on-site at all times during active construction. Permits and maps relating to this project SWPPP can be found in the project manual.

BMP NOTES

- BMP's must be adequately designed, installed, and maintained to prevent erosion and sediment from a minimum 1.0 inch rainfall.
- Silt fence is not an acceptable catch basin inlet protection BMP.
- Contractor shall attach a location map and narrative for rock construction entrances (or equivalent), concrete washout locations, and hazardous material storage (if proposed) to the Project Engineer prior to final disturbance.
- Contractor shall submit location map and BMP plan for any stock piles proposed on-site (more than 24 hours) for the Project Engineer's approval.
- Multiple stock enclosures may be required at all points of entrance or exit to the site at the discretion of the Project Engineer.

TIMING OF BMP INSTALLATION

No construction operations, including removals, that require erosion & sediment control per SWPPP can commence until the erosion control supervisor certifies the proper installation of BMP's. The Erosion Prevention and Sediment Control BMP's shall be installed as necessary to minimize erosion from disturbed surfaces and to capture sediment on site. Reinstatement control (silt fence, construction entrances, etc.) shall be installed prior to the start of construction. Contractor shall implement the necessary on-site BMP's in accordance with the NPDES permit requirements to prevent transient conditions (MN Rules 7050.210) from any challenges under coverage of the NPDES permit. In some cases multiple applications of some BMP's may be needed to meet these requirements.

EROSION PREVENTION PRACTICES

CONSTRUCTION SCHEDULING

- Contractor to verify that all applicable permits have been obtained and NPDES permit notification form has been submitted to MPCA prior to the start of construction.
- Contractor shall develop a chain of command with all operators on the site to ensure the SWPPP will be implemented and any in effect until the project is complete.
- Permittees(s) must plan for and implement appropriate construction phasing, vegetative buffer strips, horizontal slope grading, and other construction practices that minimize erosion, so that the inspection and maintenance requirements of the NPDES construction permit are complied with. The location of areas not to be disturbed (including tree protection fencing) must be delineated (e.g. with flags, stakes, signs, silt fences, orange ure protection fence, etc.) on the project site before work begins.
- Sediment control practices must be established on all down gradient parameters before any up gradient land disturbing activities begin. These practices shall remain in place until Final Stabilization is achieved.
- Contractor to rough grade site and install sufficient, then install and maintain all temporary/permanent erosion control BMP's as shown on plans and in conformance with the NPDES construction permit.
- Contractor to achieve Final Stabilization prior to submission of the Notice of Termination to the MPCA.

DEWATERING AND BASIN DRAINING

In the event dewatering or basin draining is required, the contractor shall submit a dewatering plan to the Project Engineer for approval prior to undertaking these activities. Dewatering plan must include BMP's to prevent sediment transport, erosion, and adverse impacts to downstream waters. If an approved TMDL, Waste Load Allocation is established for construction activities on a receiving waterbody, the contractor must implement all necessary BMP's to meet the assigned Waste Load Allocation. The dewatering plan and DNR appropriations permit will become part of the SWPPP.

POLLUTION PREVENTION MANAGEMENT MEASURES

- Solid waste (collected sediment, silt, concrete millings, construction and demolition debris) and other wastes must be disposed of properly and must comply with MPCA disposal requirements.
- Track and construction vehicle washing is prohibited on site.
- Concrete washout curbs: Contractors and site operators must submit a concrete washout plan to the Project Engineer for approval. Slurry must be contained in a leak-proof containment facility or impervious liner. The approved plan will be incorporated into the SWPPP.
- Hazardous Materials (oil, gas, paints, lubricants, etc.) must be properly stored, including secondary containment and restricted access. Storage and disposal of hazardous waste must be in compliance with MPCA regulations. Temporary on-site storage devices, specifications, and locations must be submitted by the contractor for review and approval by the Project Engineer.
- No burning of trees, brush, or other vegetative material is allowed within the project area.

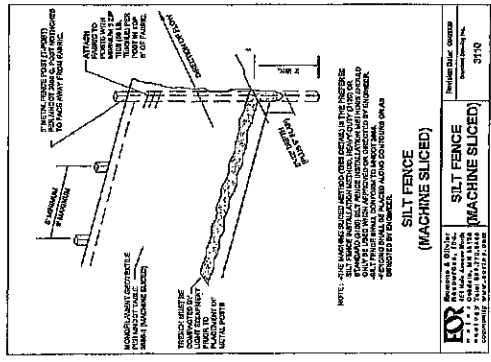
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DEMOLITION AND REMOVAL	N/A	N/A
TEMPERATURE AND EROSION CONTROL	PLANS	GRADING, DRAINAGE & EROSION CONTROL PLAN
SWPPP QUANTITIES	PLANS	NOTES & SEQ
SURFACE WATER RUNOFF ROUTING	PLANS	GRADING, DRAINAGE & EROSION CONTROL PLAN
EXISTING AND PROPOSED GRADERS	PLANS	GRADING, DRAINAGE & EROSION CONTROL PLAN
CONSTRUCTION LIMITS	PLANS	GRADING, DRAINAGE & EROSION CONTROL PLAN
LOCATION MAP WITH RECEIVING WATERS	PLANS	GRADING, DRAINAGE & EROSION CONTROL PLAN
RIP EROSION CONTROL DETAILS	N/A	N/A

CONTACT INFORMATION

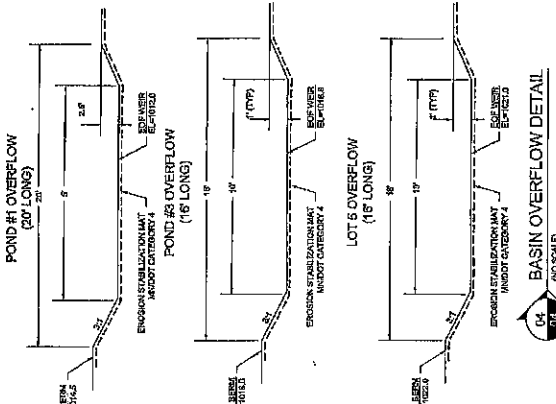
AGENCY	PERMIT	NAME	PHONE
MPCA	NPDES	DRAINAGE AND GRADING PLAN	857-444-4444
STATE DUTY OFFICER			
PROJECT ENGINEER			
SWPPP DESIGNER			
EROSION CONTROL SUPERVISOR			
EROSION CONTROL INSPECTOR			

<p>Emmons & Oliver Resources, Inc. 6000 Oakdale Blvd Oakdale, MN 55128 Phone: 651.770.8448 Fax: 651.770.8448 www.eorinc.com</p>	<p>JASMINE MEADOWS, LLC 5374 NOLAN PARKWAY STILLWATER, MN 55082 www.jasmine-meadows.com</p>	<p>JASMINE HILLS CONSTRUCTION DOCUMENTS GRANT, WASHINGTON CO., MN</p>	<p>SWPPP</p>
<p>STATE PROJECT NO. _____ CITY PROJECT NO. _____</p>			<p>SHEET 09 OF 10 SHEETS</p>

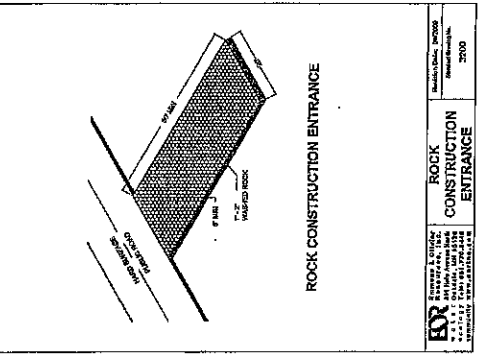
<p>FOR</p>	<p>SUBMISSION DATE: _____ RECORD NO.: _____ DESIGN BY: _____ DATE: _____ PER PROJECT NO.: 011103-001</p>
<p>I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT COMPLIES WITH THE LAWS OF THE STATE OF MINNESOTA.</p>	<p>DATE: _____ NAME: _____ LICENSE # 2458</p>
<p>NO. _____</p>	<p>REVISION</p>



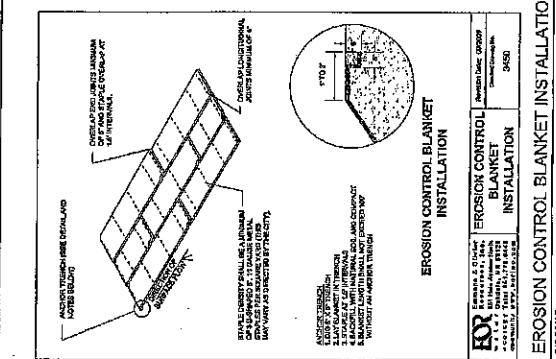
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SILT FENCE DETAIL



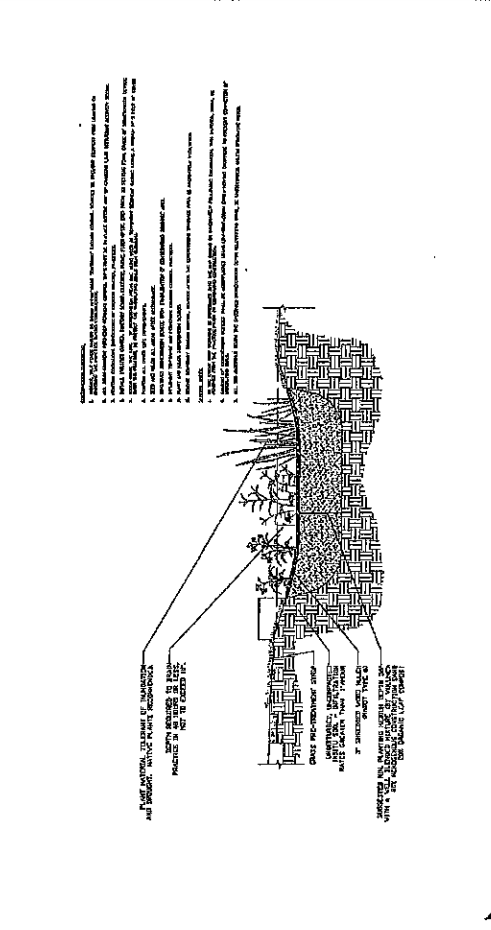
02 04 (NO SCALE)
BASIN OVERFLOW DETAIL



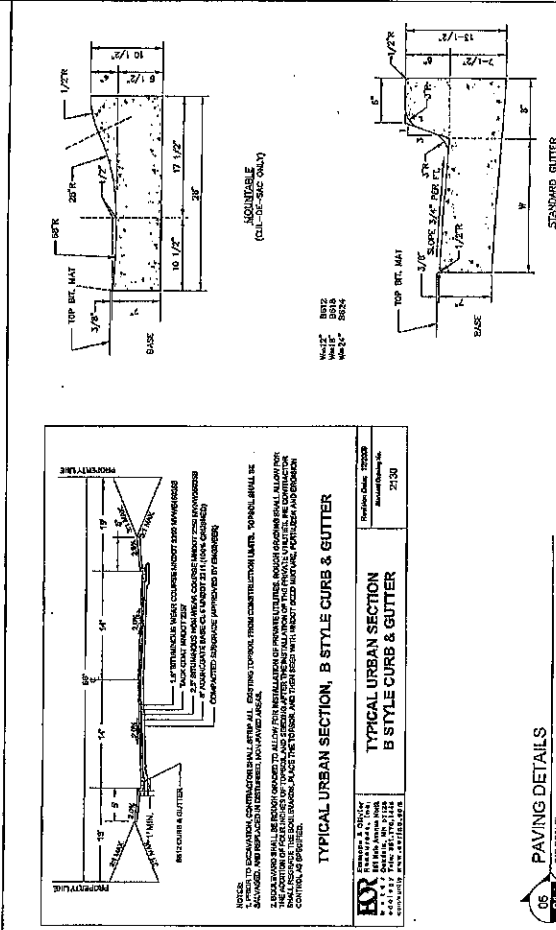
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ROCK CONSTRUCTION ENTRANCE



04 04 (NO SCALE)
EROSION CONTROL BLANKET INSTALLATION

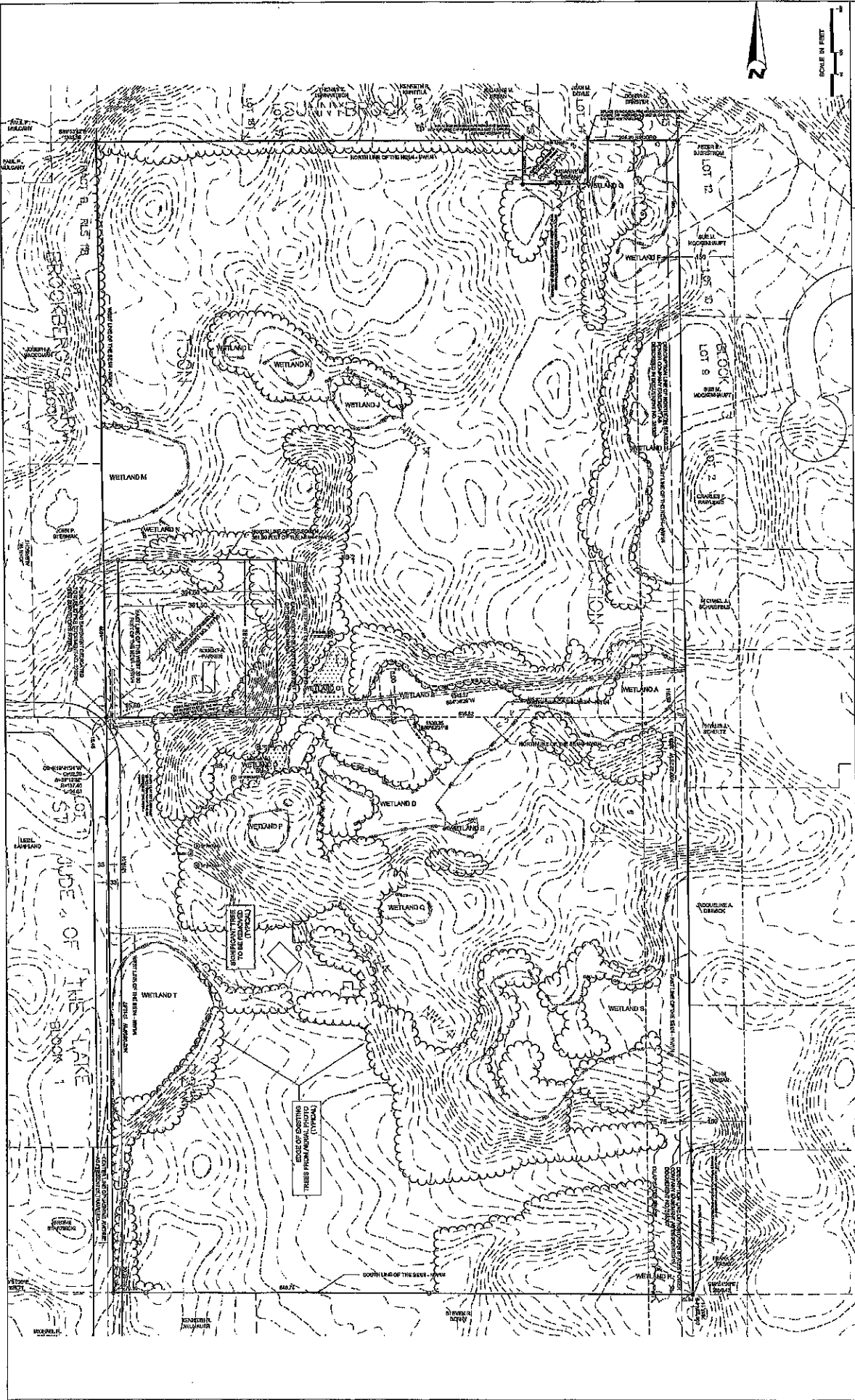


05 04 (NO SCALE)
INFILTRATION BASIN DETAIL



06 04 (NO SCALE)
PAVING DETAILS

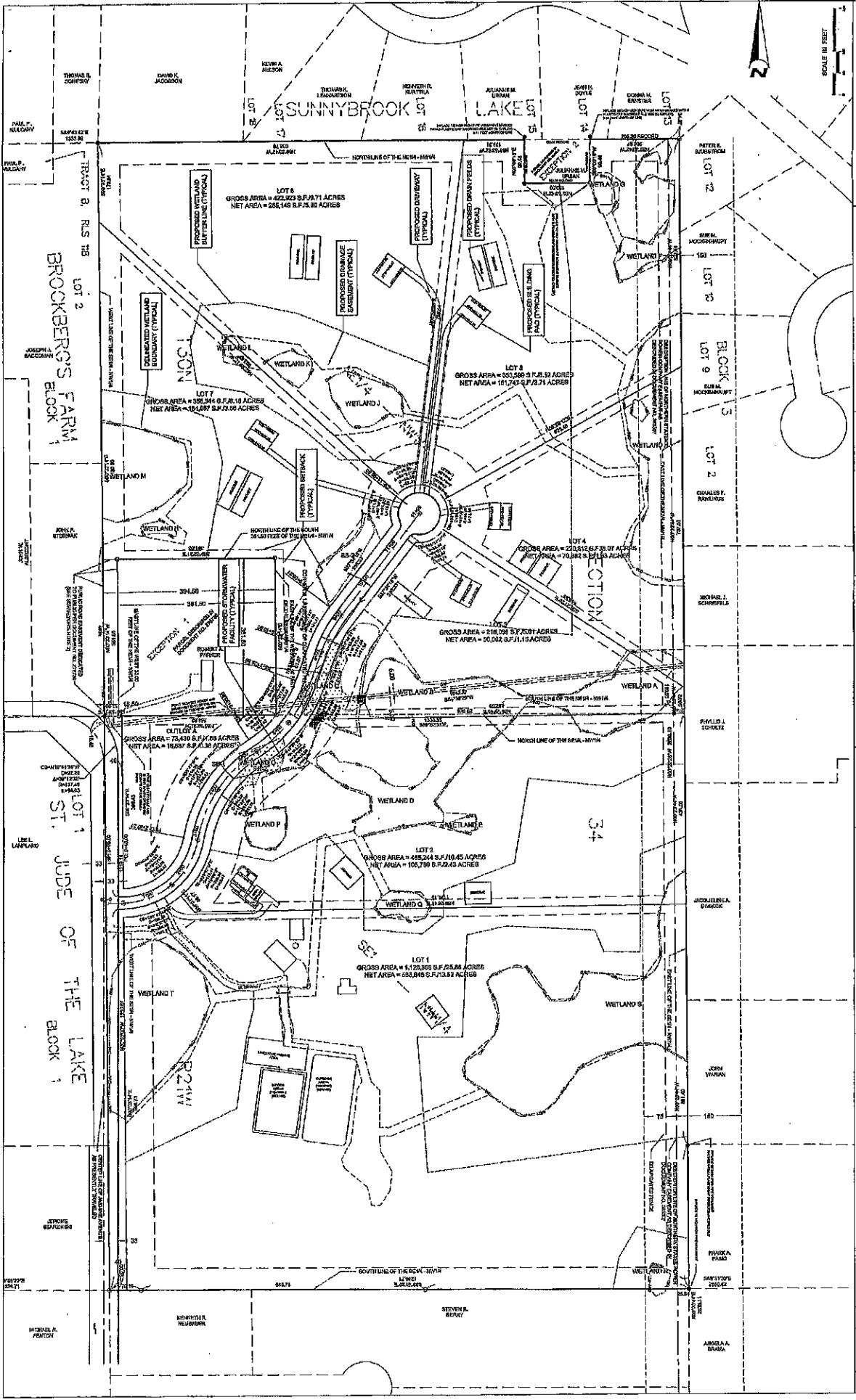
<p>INVENTORY, DESIGN AND CONSTRUCTION OF THIS PLAN, SPECIFICATIONS, OR REPORT THAT IS NOT A SEAL OR LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.</p> <p>JAY P. HILL DATE: 8/26/2014 LICENSE # 34652</p>		<p>FOR Engineering & Construction 851 HALE AVENUE NORTH ST. CLOUD, MN 56304 PHONE: (828) 382-4444 FAX: (828) 382-4444 WWW.FOR-ENGINEERS.COM</p>		<p>EMERSON & GUYLER Resources, Inc. 851 Hale Avenue North St. Cloud, MN 56304 Phone: 828.382.4444 Fax: 828.382.4444 www.emersonandguyler.com</p>		<p>JASMINE MEADOWS, LLC CONSTRUCTION DOCUMENTS GRANT, WASHINGTON CO., MN 6374 NOLAN PARKWAY STILLWATER, MN 55082 PHONE PROJECT NO. 111711 PROJECT NO. 111711</p>		<p>JASMINE HILLS CONSTRUCTION DOCUMENTS GRANT, WASHINGTON CO., MN PHONE PROJECT NO. 111711 PROJECT NO. 111711</p>	
NO.	DATE	BY	REVISION						



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LICENSEE'S CERTIFICATION: I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA, HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. DATE: 02/28/2014 SIGNATURE: [Signature]	SUBMISSION DATE: 02/28/2014 DESIGNED BY: JPH DRAWN BY: JPH EOR PROJECT NO.: 011168201	EXISTING CONDITIONS CONSTRUCTION DOCUMENTS GRANT, WASHINGTON CO., MN STATE PROJECT NO.: 0171 PROJECT NO.:
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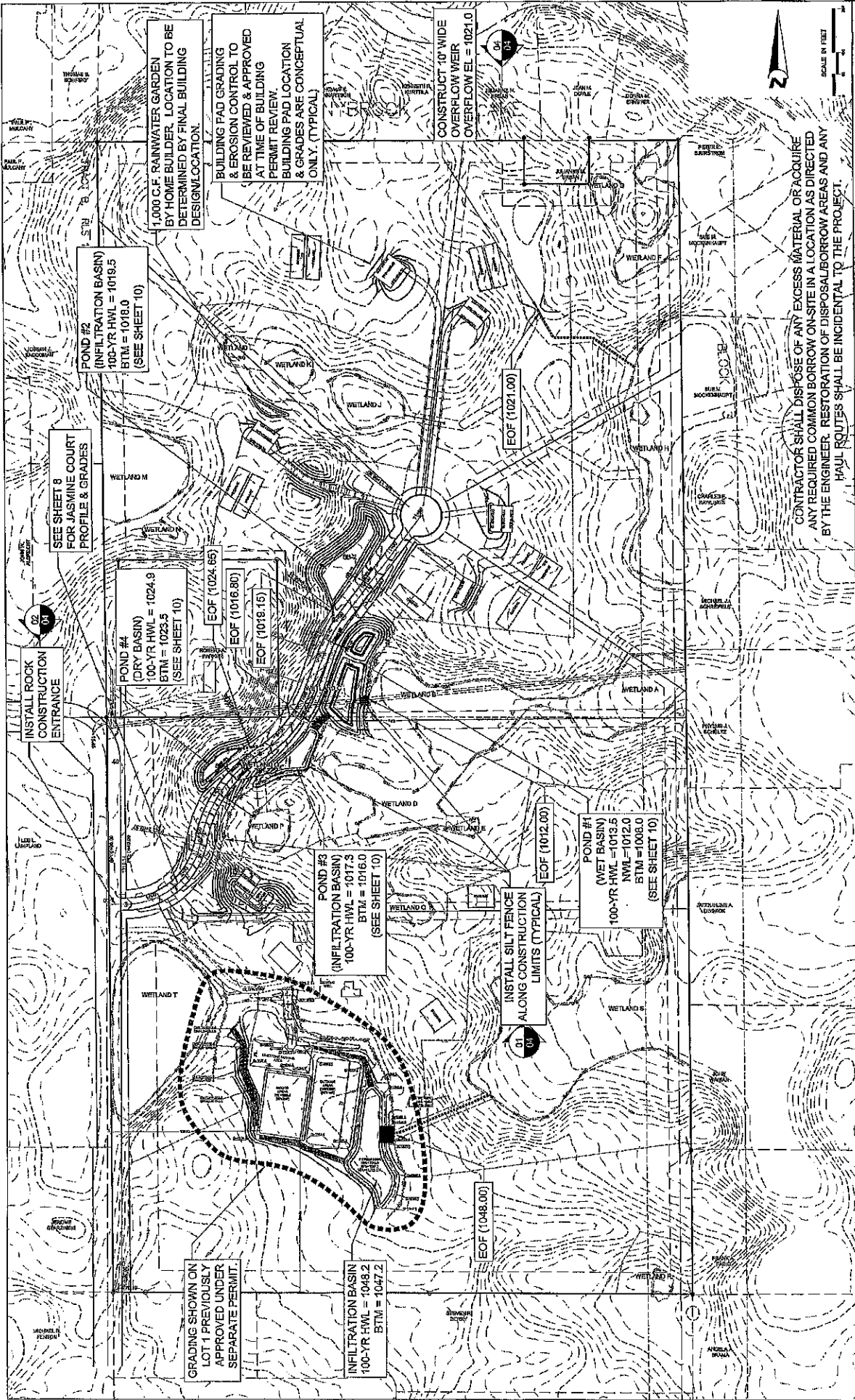
EO ENGINEERS & CIVIL RESOURCES, INC. 851 Hale Avenue North W 117 Oakdale, MN 55128 Phone: 651.770.8448 Fax: 651.770.8448 Website: www.eorinc.com	JASMINE MEADOWS, LLC 6574 NOLAN PARKWAY STILLWATER, MN 55062
--	--



NO.	DATE	BY	REVISION

LIBERTY CERTIFY THAT THIS PLAN, SPECIFICATIONS OR REPORT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. JAMES R. ILLI DATE: 09/26/07	LICENSE NO. 24582
SUBMISSION DATE: 08/14/07 DESIGNED BY: JBI DRAWN BY: JBI CHECKED BY: JBI DATE: 08/14/07	EMERSON & OHLWER Resources, Inc. 857 Hale Avenue North Webster, MN 55128 Phone: 651-770-6448 Community: www.ecofac.com
JASMINE MEADOWS, LLC 5374 NOLAN PARKWAY STILLWATER, MN 55082	JASMINE HILLS CONSTRUCTION DOCUMENTS GRANT, WASHINGTON CO., MN

SCALE IN FEET
 1" = 100'
 NORTH
 SHEET 06 OF 10 SHEETS



CONTRACTOR SHALL DISPOSE OF ANY EXCESS MATERIAL OR ACQUIRE ANY REQUIRED COMMON BORROW ON-SITE IN A LOCATION AS DIRECTED BY THE ENGINEER. RESTORATION OF DISPOSAL/BORROW AREAS AND ANY HAUL ROUTES SHALL BE INCIDENTAL TO THE PROJECT.

JASMIN MEADOWS, LLC
 5274 NOLAN PARKWAY
 STILLWATER, MN 55082

JASMIN HILLS
 CONSTRUCTION DOCUMENTS
 GRANT, WASHINGTON CO., MN

ENGINEER & OFFICER
FOR
 RICHARDSON & OHLINGER
 651 Oakdale Avenue North
 St. Cloud, MN 56301
 Phone: 855.770.8448
 Fax: 855.770.8448
 Website: www.rsohlinc.com

REVISION

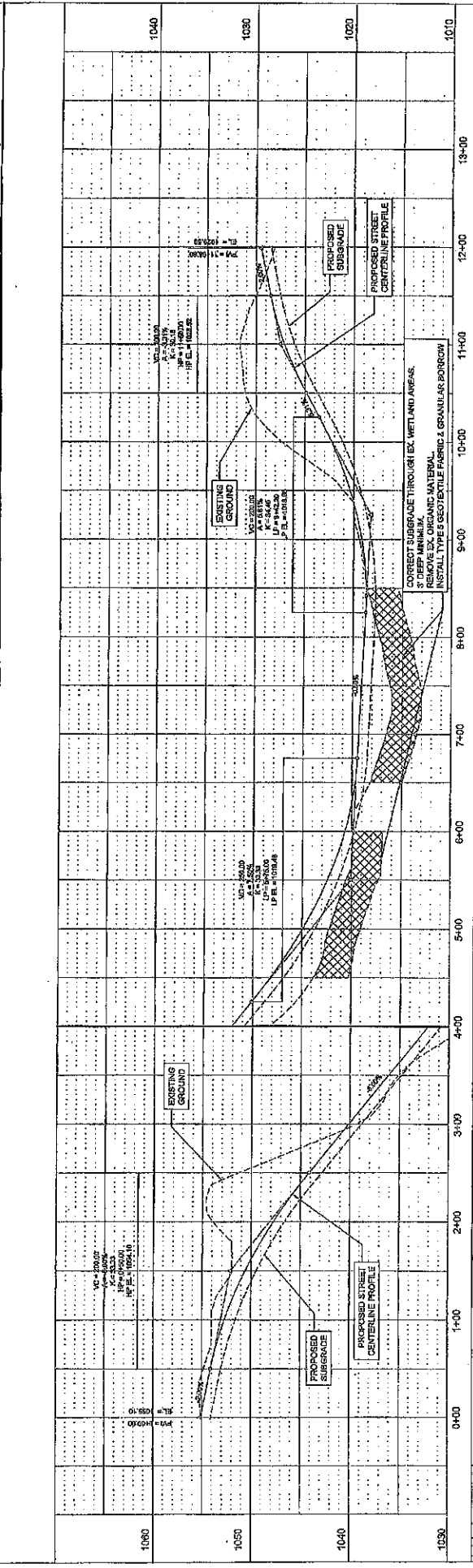
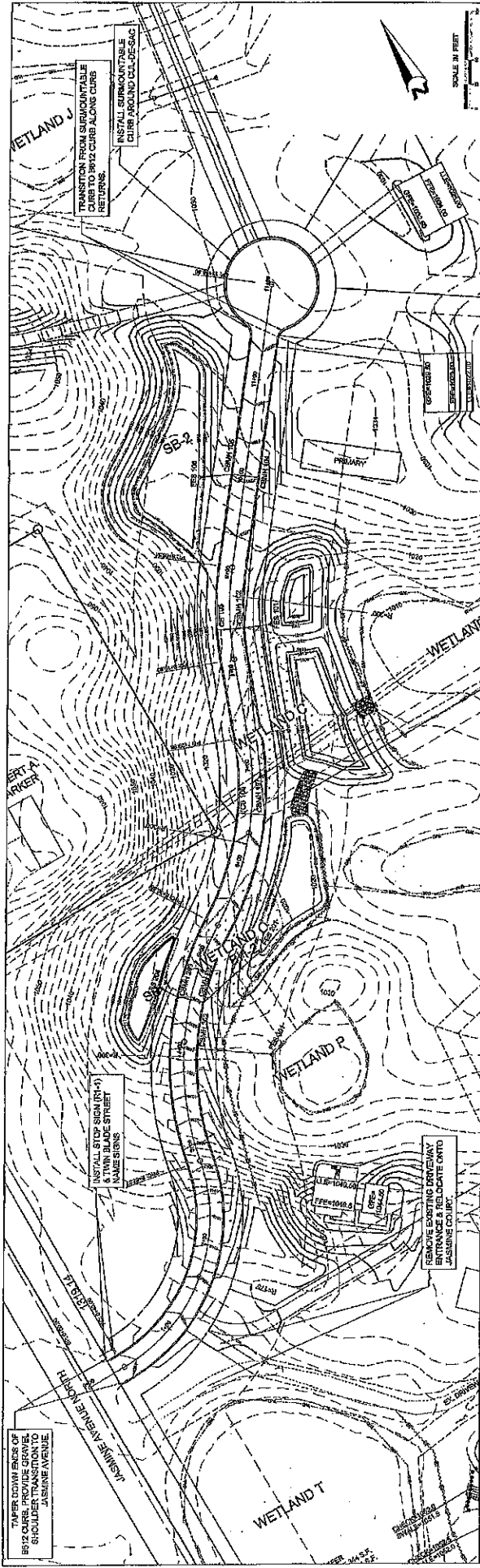
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ISSUE DATE: 08/26/24
 DATE: 08/26/24
 LICENSEE: 24532

DESIGNED BY: JPH
 DRAWN BY: JPH
 CHECKED BY: JPH
 EOR PROJECT NO.: 01153-001
 LICENSEE: 24532

PERMISSION DATE: 08/26/24
 DESIGN BY: JPH
 DRAWN BY: JPH
 CHECKED BY: JPH
 EOR PROJECT NO.: 01153-001

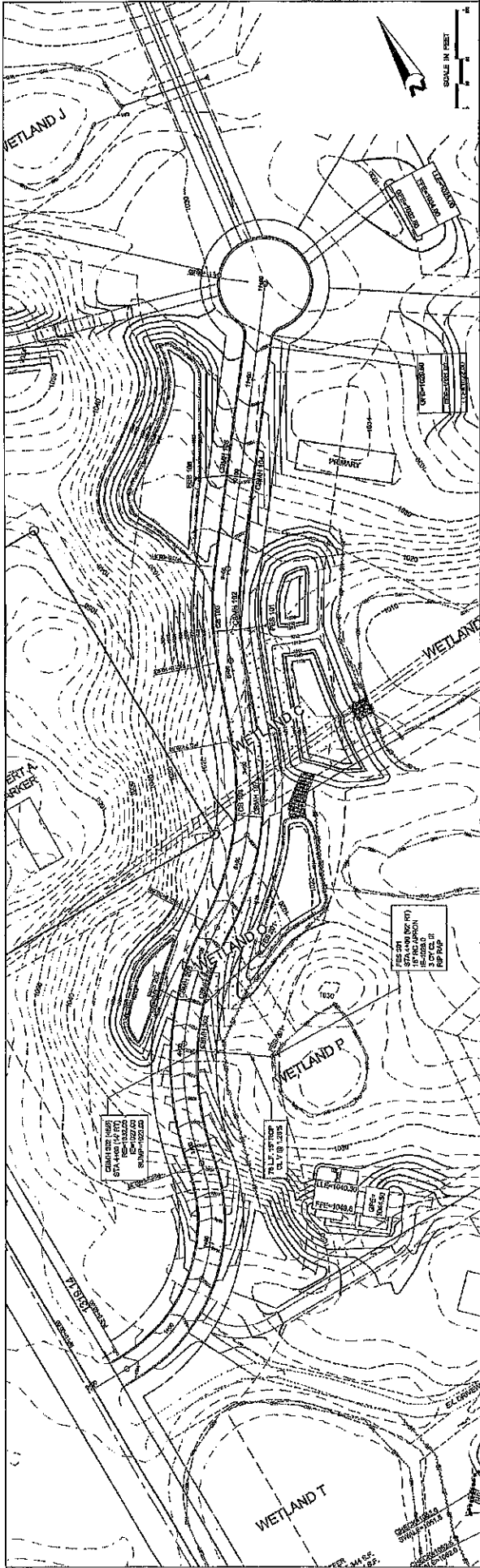
STATE PROJECT NO.: CITY PROJECT NO.:
 SHEET: 07 OF 10 SHEETS



NO.	DATE	BY	REVISION
1			
2			
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4			
5			

PREPARED BY: J. B. ... CHECKED BY: ... DATE: ...	LICENSE # 2459
SUBMISSION DATE: ... SUBMITTED BY: ... DRAWN BY: ... PROJECT NO.: ...	LICENSEE: J. B. ...
JASMINE MEADOWS, LLC 5374 NOLAN PARKWAY STILLWATER, MN 55082	CITY PROJECT NO.: ...
JASMINE HILLS CONSTRUCTION DOCUMENTS GRANT, WASHINGTON CO., MN	STATE PROJECT NO.: ...
JASMINE COURT STA 0+00 TO STA 11+82.26	SHEET 06 OF 10 SHEETS

EOR
 Environmental & Other
 Resources
 851 Main Avenue North
 Oakdale, MN 55129
 Tel: 651.770.8448
 www.eorinc.com



NO.	DATE	BY	REVISION
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STATION	DESCRIPTION
1030	<p>CHINA 100 (RPT) STA. 1000+00 (RPT) CONTRACT NO. 10000000 SUPPLEMENTAL SPECIFICATIONS</p> <p>24" DIA. ST. 1000+00 CONTRACT NO. 10000000 SUPPLEMENTAL SPECIFICATIONS</p>
1020	<p>CHINA 100 (RPT) STA. 1000+00 (RPT) CONTRACT NO. 10000000 SUPPLEMENTAL SPECIFICATIONS</p> <p>24" DIA. ST. 1000+00 CONTRACT NO. 10000000 SUPPLEMENTAL SPECIFICATIONS</p>
1010	<p>CHINA 100 (RPT) STA. 1000+00 (RPT) CONTRACT NO. 10000000 SUPPLEMENTAL SPECIFICATIONS</p> <p>24" DIA. ST. 1000+00 CONTRACT NO. 10000000 SUPPLEMENTAL SPECIFICATIONS</p>
1000	<p>CHINA 100 (RPT) STA. 1000+00 (RPT) CONTRACT NO. 10000000 SUPPLEMENTAL SPECIFICATIONS</p> <p>24" DIA. ST. 1000+00 CONTRACT NO. 10000000 SUPPLEMENTAL SPECIFICATIONS</p>

Emmons & Olivier
FOR
 651 5th Avenue North
 Oakdale, MN 55129
 Tel: 651.770.8448
 Fax: 651.770.8448
 www.emonline.com

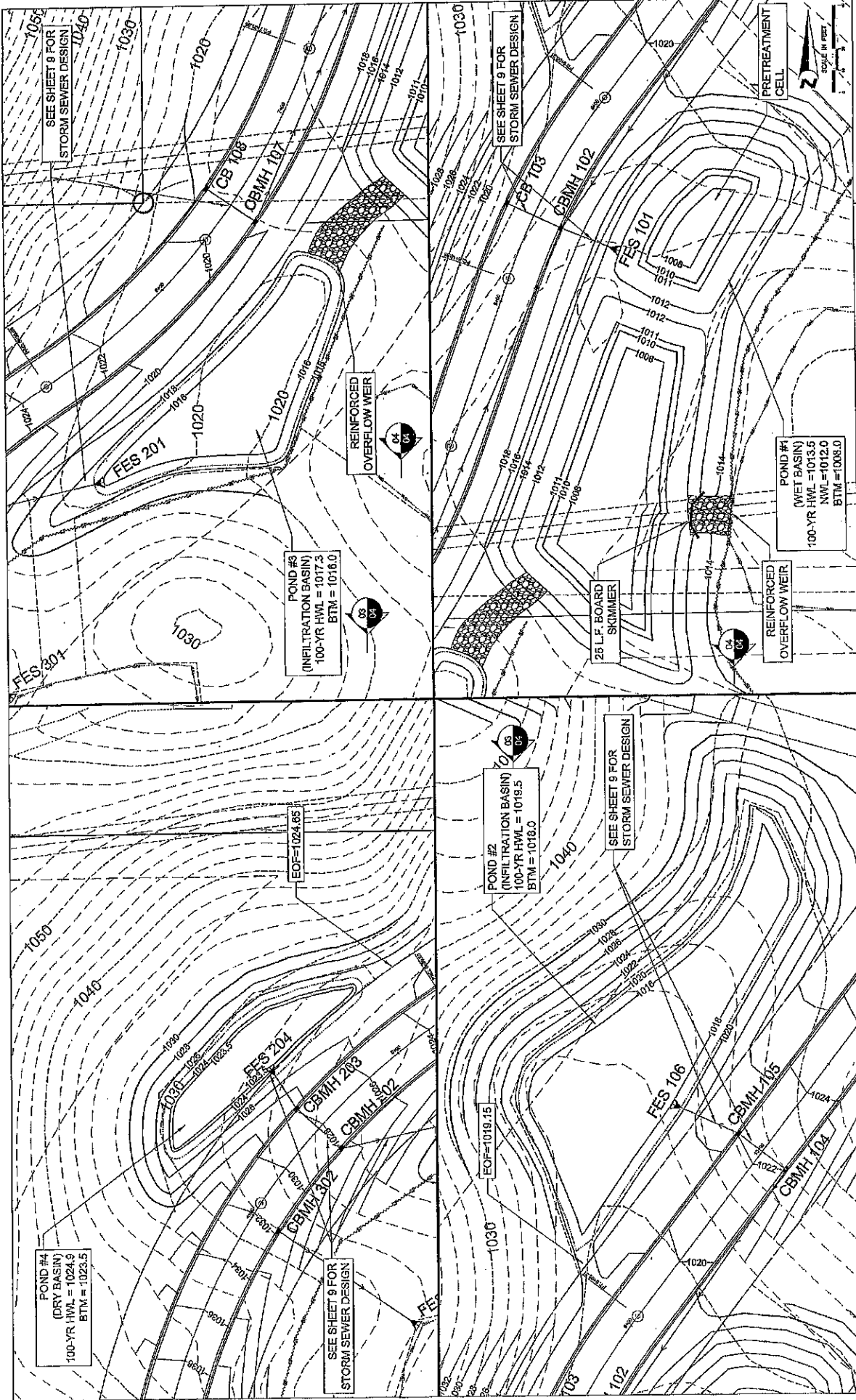
Jasmine Meadows, LLC
 5374 Nolan Parkway
 Stillwater, MN 55082

Jasmine Hills
 Construction Documents
 Grant, Washington Co., MN

SHEET 09 OF 10 SHEETS
 STATE PROJECT NO. CITY PROJECT NO.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 08/24/2011 LICENSE # 2482



JASMIN MEADOWS, LLC
 5374 NOLAN PARKWAY
 STILLWATER, MN 55082

JASMIN HILLS
 CONSTRUCTION DOCUMENTS
 GRANT, WASHINGTON CO., MN

STATE PROJECT NO. CITY PROJECT NO.

Emmons & O'Brien
 805 Lake Avenue North
 St. Paul, MN 55128
 Telephone: 651.770.8446
 www.emob.com

FOR

DATE: 10/20/2021
 DRAWN BY: JPH
 CHECKED BY: JPH
 LICENSE # 4182

NO.	DATE	BY	REVISION
1			
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JASMINE HILLS ADDITION

KNOW ALL PERSONS BY THESE PRESENTS, That Jasmine Meadows, LLC, a Minnesota limited liability company, owner of the following described property situated in the County of Washington, State of Minnesota to wit:

The East one-half (1/2) of the Northwest Quarter (N.W. 1/4) of Section Thirty-four (34), Township Twenty-one (21), Washington County, Minnesota, BEGINNING AND ENDING AT THE FOLLOWING DESCRIBED PARCELS:

- All that part of the Northeast Quarter (NE 1/4) of Section Thirty-four (34), Township Twenty-one (21), Washington County, Minnesota, BEGINNING AND ENDING AT THE FOLLOWING DESCRIBED PARCELS:
- That part of the Northeast 1/4 of the Northwest 1/4 of Section 34, Township 21, Washington County, Minnesota described as including 41.4 acres on the North line thereof; 202.20 feet North from the Northeast corner of said Northeast 1/4; thence Southerly along said North line 202.20 feet; thence Southerly along a distance of 100 feet; thence Easterly along a distance of 150 feet thence Northerly to the point of beginning.

Now come the same to be surveyed and platted as JASMINE HILLS ADDITION, and does hereby dedicate to the public for public use the public ways and easements and utility easements as shown by this plat.

In witness whereof said Jasmine Meadows, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20__.

SIGNED: Jasmine Meadows, LLC

By _____ its _____

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20__, by _____ of Jasmine Meadows, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public
My Commission Expires _____

I, Jay R. Hill, Licensed Land Surveyor, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that I am duly sworn to the performance of the duties of my office; that I am duly sworn to the accuracy of the information contained in this plat; that all instruments recorded in the public records of the State of Minnesota are shown and located on this plat; and all public ways are shown and located on this plat.

Dated this _____ day of _____, 20__.

Jay R. Hill, Licensed Land Surveyor
Minnesota License No. 24582

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20__, by Jay R. Hill, Licensed Land Surveyor.

Notary Public
My Commission Expires _____

GRANT, MINNESOTA

The plat of JASMINE HILLS ADDITION was approved by the City Council of the City of GRANT, Minnesota, this _____ day of _____, 20__, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 355.03, Subd. 2.

City Council, City of GRANT, Minnesota

By _____
Mayor

County Clerk

Pursuant to Chapter 650, Laws of Minnesota, 1971, and in accordance with Minnesota Statutes, Section 356.021, Subd. 1f, this plat has been reviewed and approved this _____ day of _____, 20__.

By _____
Washington County Surveyor

County Auditor/Treasurer

Pursuant to Minnesota Statutes, Section 305.01, Subd. 9 and Section 223.12, town parcels in the year 20__ on and estate heretofore described have been paid; and there are no delinquent taxes, and rentals have been entered on this _____ day of _____, 20__.

By _____
Washington County Auditor/Treasurer

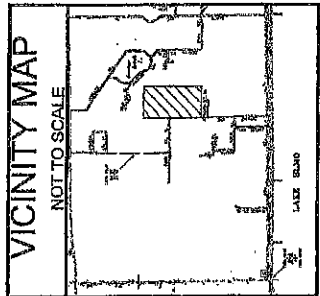
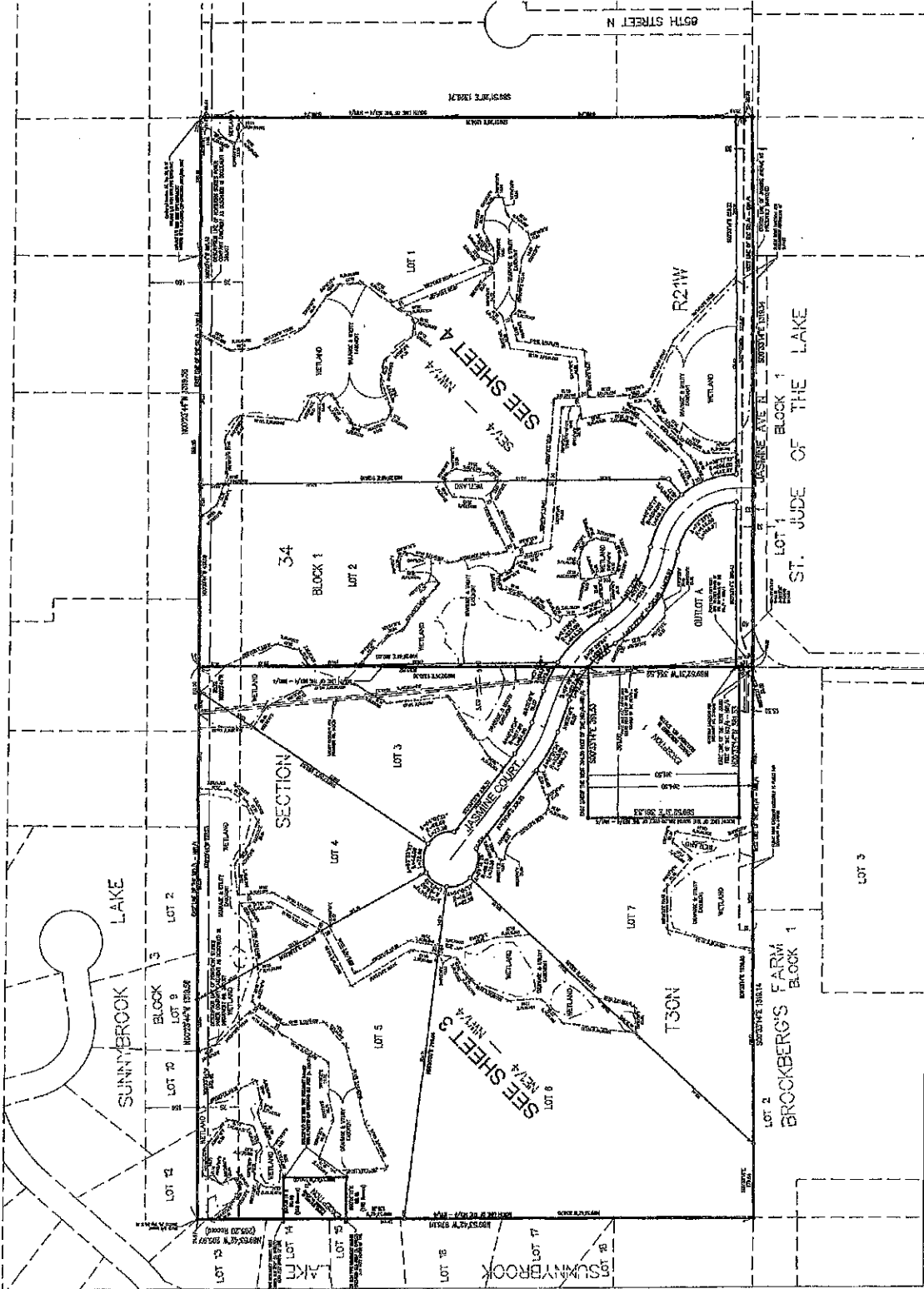
County Recorder
Document Number _____

I hereby certify that this instrument was recorded in the office of the County Recorder for record on this _____ day of _____, 20__, at _____ o'clock _____ M., and was duly recorded in Washington County Records

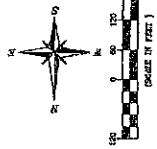
By _____
Washington County Recorder

JASMINE HILLS ADDITION

CR DOC. NO.

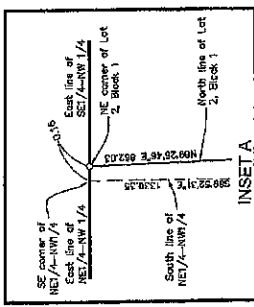
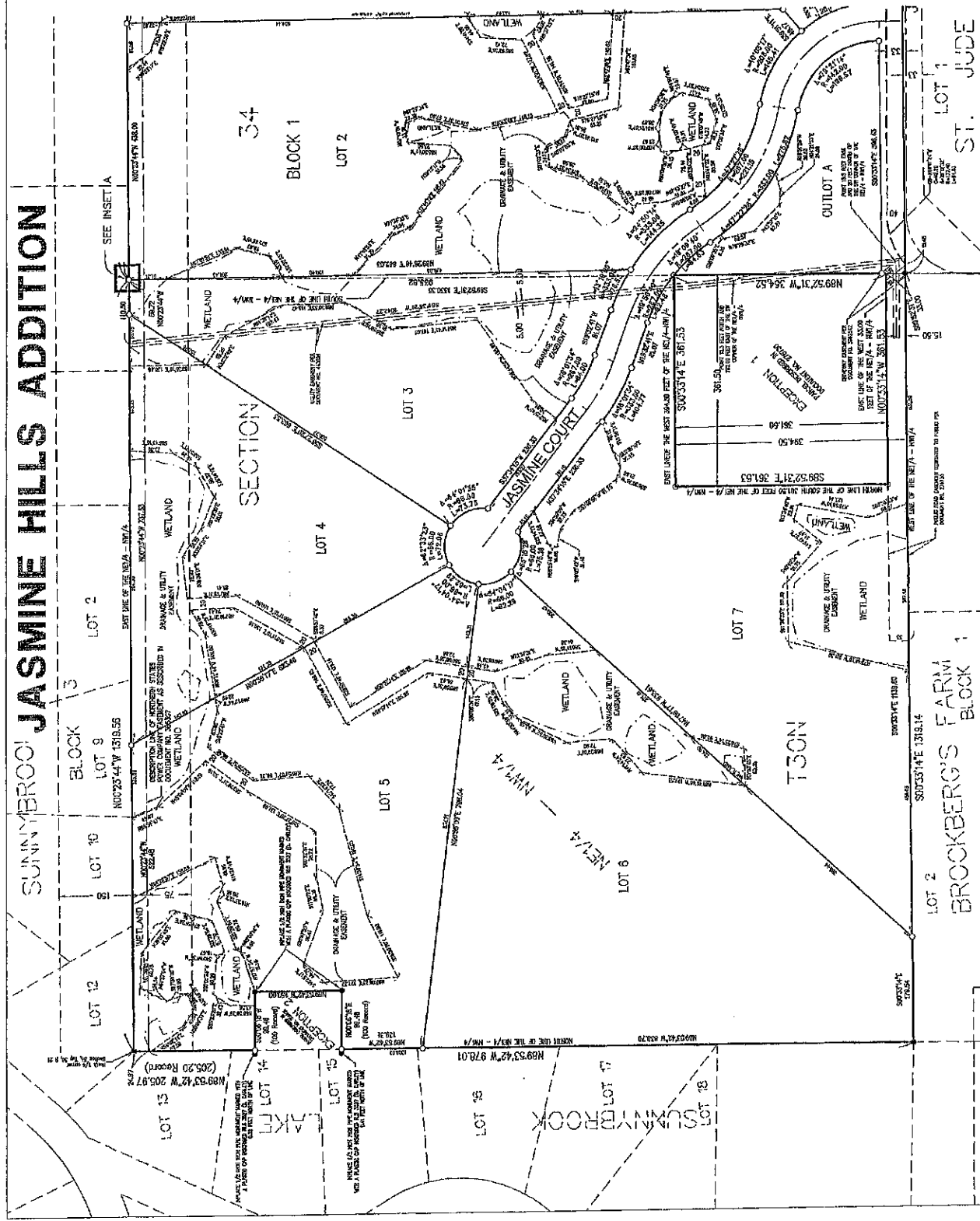


Reference shown on the plat area of the
to have a bearing of N 00°23'44" W.
 • - Decades from monument (cont)
 • - Decades from monument (cont)
 • - Decades from monument set
 and marked by R.L.S. No. 26862
 Record - Before its attachment to Document Number
 330006, recorded in the office of the County Recorder,
 Washington County, Minnesota.



SUNNYBROOK JASMINE HILLS ADDITION

OR DOC. NO.



Bearings shown are based on the East line of the Northward Quarter of R 102255, T30N, R 102255, W 1/4. The distance from monument found is 14.00 feet. The monument is a 1/2 inch by 1/4 inch iron measurement set, and marked by G.L.S. No. 22532.

Record - Refer to the record in Document Number, Washington County, Minnesota.



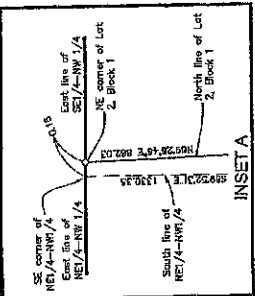
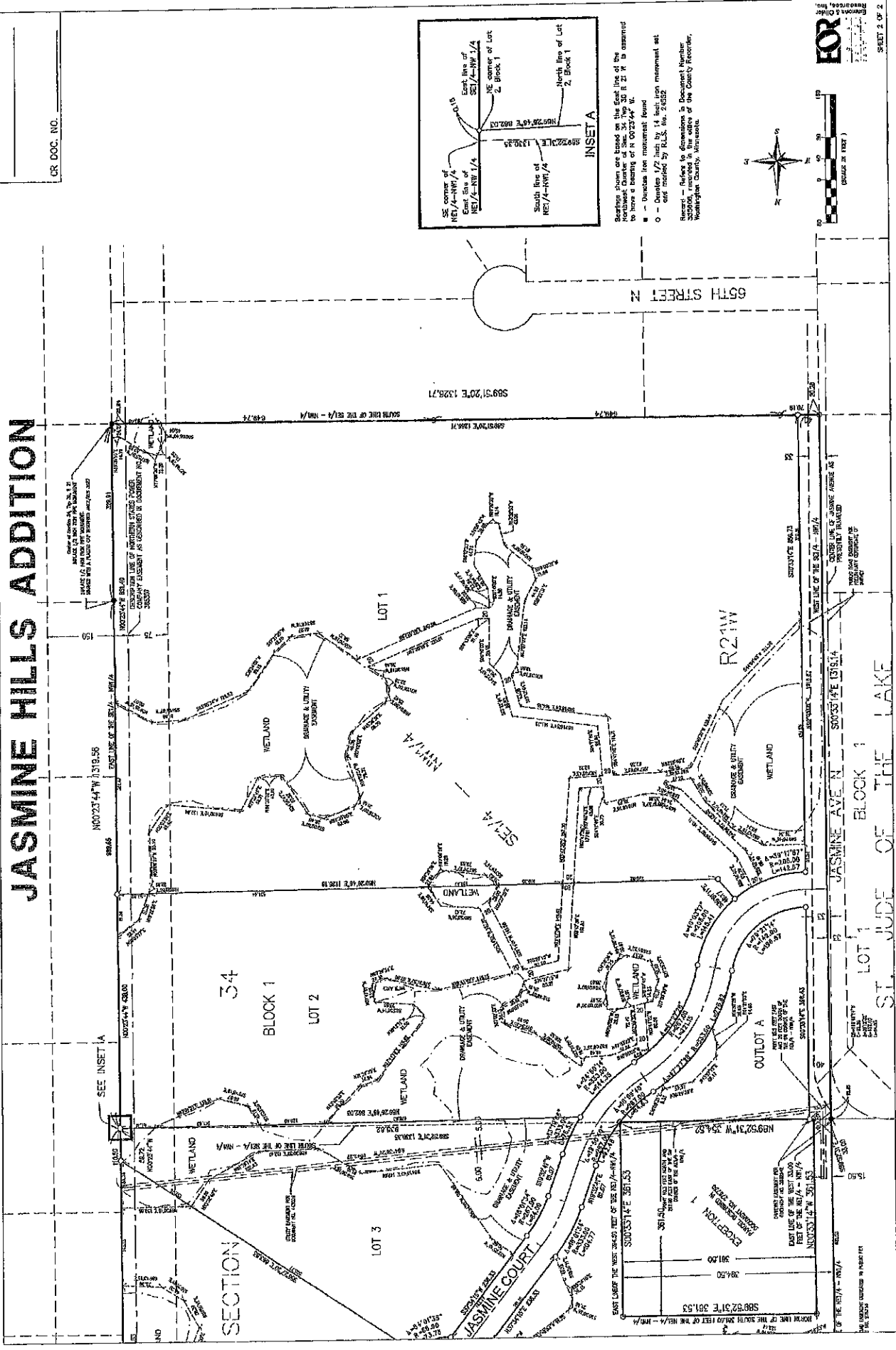
FOR

3-3-17
2-2-17

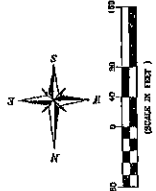
ST. JUDE
LOT 1
BROCKBERG'S FARM
BLOCK 1
LOT 2
S00°35'14"E 1318.14
LOT 7
T30N
LOT 6
NE 1/4 - NW 1/4
LOT 5
LOT 4
LOT 3
LOT 2
LOT 1
SECTION 34
JASMINE COURT
OUTLOT A
WETLAND
DRAINAGE & UTILITY EASEMENT

JASMINE HILLS ADDITION

CR DOC. NO.



Locations shown are based on the East line of the Northwest Quarter of Sec. 34, Twp. 30 R. 21 N. is assumed to have a bearing of N 00°23'44\"/>



FOR

SHEET 2 OF 2



Department of Public
Health and Environment

Lowell Johnson
Director

Sue Hedlund
Deputy Director

9/17/2014

2700-14-14

Stuart Grubb
11395 Lansing Ave
Stillwater, MN 55082

GEO: 34-030-21-21-0001

RE: Preliminary Subdivision Soil Review for Sewage Systems, *Jasmine Hills*

Preliminary soil testing for suitability of sewage treatment systems on parcel 34-030-21-21-0001 (6639 Jasmine Avenue) in Grant has been reviewed.

Lots 2,3,4,5,6 and 7 have soil and area suitable for sewage treatment systems.

The preliminary plat drawing shows the tested areas with proposed house pads within them, in addition, some of the tested areas are across swales or depressions. As actual sewage system locations are likely to change, logged soil borings and specific sewage system designs will be submitted for review and issuance of individual sewage system permits for each lot.

Lot 1 is the original farmstead and a new replacement sewage system was installed on September 2, 2014 to serve the residence and adjacent horse arena.

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

Sincerely,

Pete Ganzel
Senior Environmental Specialist

CC: City of Grant

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2014-29**

**RESOLUTION APPROVING A FINAL PLAT FOR
THE JASMINE HILLS ADDITION**

WHEREAS, Jasmine Meadows, LLC ("Applicant") has submitted an application for a Final Plat of a major subdivision generally located east of the Jasmine Avenue and 66th Street North intersection in the City of Grant, Minnesota; and

WHEREAS, the City Council may hear requests for Final Plat approval pursuant to Chapter 30, Sec. 30-77 which provides that a Final Plat must conform to the approved Preliminary Plat and any required modifications as determined through the Preliminary Plat process; and

WHEREAS, the property is legally described as Block 1, Lot 1 through 7 and Outlot A, Jasmine Hills Addition, Washington County, Minnesota; and

WHEREAS, the City Council considered the Applicant's request for a Preliminary Plat at a duly noticed Public Hearing which took place on July 1, 2014; and

WHEREAS, the City Council for the City of Grant subsequently reviewed and approved the Preliminary Plat with eleven (11) conditions at its August 5, 2014 regular City Council meeting; and

WHEREAS, the City Council for the City of Grant has reviewed the proposed Final Plat for consistency with the conditions as identified in the Preliminary Plat at its October 7, 2014 regular City Council meeting;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA, that it does hereby approve the request of Jasmine Meadows, LLC for Final Plat approval.

FURTHER BE IT RESOLVED, that the following conditions of Final Plat shall be met:

1. The Final Plat shall be updated to include 20-foot drainage and utility easements centered on each lot line.
2. The plat shall comply with the provisions of all state statutes and standard procedures for platting in Washington County.
3. The Applicants shall obtain Final Plat approval from the Washington County Surveyor.
4. Prior to the City's execution of the Final Plat, the Applicant must enter into an agreement with the City for the installation of all required improvements, which shall be referred to as the "Development Agreement."
5. The requirements and conditions of the Development Agreement shall be incorporated as conditions of the City's execution of the Final Plat.
6. The Final Plat shall be recorded within 120 days of approval or the City's approval shall be deemed null and void.
7. The Applicant shall pay all fees and delinquent escrow balances.

Adopted by the Grant City Council this 7th day of October, 2014.

Tom Carr, Mayor

State of Minnesota)
) ss.
County of Washington)

I, the undersigned, being the duly qualified and appointed Clerk of the City of Grant, Minnesota do hereby certify that I have carefully compared the foregoing resolution adopted at a meeting of the Grant City Council on _____, 2014 with the original thereof on file in my office and the same is a full, true and complete transcript thereof.

Witness my hand as such City Clerk and the corporate seal of the City of Grant, Washington County, Minnesota this ____ day of _____, 2014.

Kim Points
Clerk
City of Grant

RETURN TO:

Nicholas J. Vivian
ECKBERG, LAMMERS, BRIGGS,
WOLFF & VIERLING, P.L.L.P.
1809 Northwestern Avenue
Stillwater, Minnesota 55082

**CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA**

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made this ____ day of October, 2014 by and between the **CITY OF GRANT**, a municipal corporation and political subdivision organized under the laws of the State of Minnesota ("City") and **JASMINE MEADOWS, LLC**, a Minnesota limited liability company ("Developer").

RECITALS

WHEREAS, Developer has submitted an application for a Preliminary Plat to subdivide the property located generally east of Jasmine Avenue and 66th Street North intersection in the City of Grant, Minnesota;

WHEREAS, the proposed subdivision is located on a parcel approximately 74 acres in size identified by Washington County by Property Identification Number 3403021210001 ("Property");

WHEREAS, the legal description of the Property, is attached on **Exhibit A** and is fully incorporated into this Agreement;

WHEREAS, the subdivision contemplates the creation of seven residential lots ranging in size from 5.01 to 28.06 acres;

WHEREAS, the Developer's proposal was reviewed and approved by the City's Council

on July 1, 2014, following a duly noticed public hearing thereon;

WHEREAS, by resolution, an executed copy of which is attached to this Agreement as **Exhibit B**, the City Council of the City approved the Developer's proposal on August 5, 2014;

WHEREAS, the City's Code of Ordinances requires the Developer's execution of a Development Agreement as contemplated in Minnesota Statutes, Section 462.358, Subdivision 2a, as amended, as a condition of final approval of a minor subdivision;

WHEREAS, the parties hereto desire to set forth the respective rights and obligations of the parties to this Agreement; and

NOW, THEREFORE, in consideration of the premises and of the mutual promises and conditions contained herein, it is agreed by the parties hereto as follows:

AGREEMENT

1. Subdivision. Developer shall be permitted to subdivide the Property all as shown on that certain Certificate of Survey, prepared by Emmons & Olivier Resources, Inc. for the Developer, dated _____, a copy of which is on file with the City ("Survey"). The Final Plat shall be in substantial compliance with the Survey.

2. Compliance with Section 30-194 Requirements. Developer shall comply with all requirements of Section 30-194 of the City's Code of Ordinances. Required site improvements specific to the subdivision include:

- A. Survey Monuments
- B. Grading
- C. Pavement
- D. Curb and Gutter
- E. Drainage Facilities
- F. Miscellaneous Facilities

The Final Plat shall incorporate all recommendations of the City Engineer concerning design and installation of public infrastructure and including grading, erosion control, streets and utilities.

3. Development Plans. The subject property shall be developed in accordance with the following plans, specifications and contract documents, original copies of which are on file with the City Engineer. The plans and contract documents may be prepared, subject to City approval, after entering into this Agreement, but before commencement of any work on the subject property. If the plans vary from the written terms of this Agreement, the written terms shall control. The plans are:

- Plan A – Plat
- Plan B – Soil Erosion Control Plan
- Plan C – Drainage and Storm Water Runoff Plan
- Plan D – Plans and Specifications for Public Improvements
- Plan E – Grading Plan

4. Installation by Developer. The Developer shall install and pay for the following, hereinafter referred to as the “Developer Improvements”:

- A. Surveying and Staking
- B. Surface improvements
- C. Storm water improvements
- D. Setting of lot and block monuments
- E. Gas, electric, telephone and cable lines
- F. Site grading
- G. Landscaping
- H. Other items as necessary to complete the development as stipulated herein or in other agreements.

5. Time of Performance. The Developer shall install all required improvements enumerated in Paragraph 4 that will serve the subject property by December 31, 2015, subject to delays due to inclement weather, casualty, labor strikes, material shortages, or other force majeure not within the Developer’s reasonable control. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.

6. City-Installed Public Infrastructure. The City will not be installing any public infrastructure improvements.

7. Security for Developer Improvements. To guarantee compliance with the terms of this Agreement, payment of the costs of all Developer Improvements, and construction of all Developer Improvements, the Developer shall furnish the City with a cash deposit or irrevocable letter of credit from a lender acceptable to the City in the amount of \$308,528.00. The amount of the security was calculated as follows:

	Cost	110%
Roadway and Storm Sewer	\$240,000	\$300,000
Grading and Erosion Control	\$11,480	\$14,350
Pond Restoration and Erosion Control Removal	\$10,000	\$12,500
Survey Monumentation	\$4,000	\$5,000
Total	\$265,480	\$331,850

Refer to Exhibit C for an explanation of each item.

The bank and form of the letter of credit or other security shall be subject to the approval of the City. The letter of credit shall be automatically renewable until the City releases the developer from responsibility. The letter of credit shall secure compliance with all terms of this Agreement and all obligations of the Developer under it. The City may draw down on the letter of credit without notice if the obligations of the Developer have not been completed as required by this Agreement. In the event of a default under this Agreement by the Developer, the City shall furnish the Developer with written notice by certified mail of Developer's default under the terms of this Agreement. If the Developer does not cure the default within two weeks of receiving notice, the City may draw on the letter of credit and take such steps as it deems necessary to remedy the default. With City approval, the letter of credit may be reduced from time to time as financial obligations are paid and Developer Improvements and other Developer obligations are completed to the City's requirements.

8. Grading Plan / Site Grading. Site grading shall be completed by the Developer at its costs and approved by the City Engineer. A grading permit is required for the mass grading included in the grading plan.

9. License. The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the subject property to perform all work and inspections deemed appropriate by the City. Such license shall terminate as to all single-family residential lots within the subject property upon acceptance by the City of the public infrastructure improvements.

10. Erosion Control. Prior to site grading, and before any utility construction is commenced or building permits are issued, the erosion control plan shall be implemented, inspected and approved by the City.

11. Ownership of Improvements. Upon completion and City acceptance of the work and construction required by this Agreement, the public improvements lying within public rights-of-way and easements shall become City property without further notice or action unless the improvements are specifically identified herein as private infrastructure.

12. Warranty. The Developer warrants all work required to be performed by it against poor material and faulty workmanship for a period of two years after its completion and acceptance by the City or such longer period as specified in plans and specifications prepared by the City Engineer for Developer Improvements that are public improvements.

13. Responsibility for Costs.

A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the Subject Property including, but not limited to, Soil and Water Conservation District charges, legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the subdivision and the plat, the preparation of this Agreement and

any amendments hereto, and all costs and expenses incurred by the City in monitoring and inspecting the development of the Subject Property.

- B. The Developer shall hold the City and its officers and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat or subdivision approval and development of the Subject Property, except for any costs or expenses arising from the negligence or other wrongful acts or omissions of the City, its agents, employees or contractors. The Developer shall indemnify the City and its officers and employees for all costs, damages or expenses that the City may pay or incur in consequence of such claims, including attorney's fees.

14. The Developer shall reimburse the City for costs incurred in the preparation and enforcement of this Agreement, including engineering and attorney's fees. The estimated City fees of \$35,664 shall be deposited with the City at the time this Agreement is signed, and represent the following estimates:

\$12,000	Construction Inspection Fees (estimate)
\$5,000	Attorney Fees (estimate)
\$12,000	5% City Administrative Fees (estimate)
\$6,664	Roadway Seal Coating
\$35,664	Total

15. Driveways. All driveways shall conform to the City's Code of Ordinances and all private access easements shall be reviewed and approved by the City Attorney.

16. Pond and Stormwater Maintenance. Developer shall be responsible for the maintenance and all costs associated with the drainage ponds located on the Property.

17. Accessory Structures. No accessory structures may be constructed on the Property prior to the construction of a primary residential structure. All construction shall be in compliance with the City's Code of Ordinances and all other state and local regulations.

18. Outlot A Restrictions. Outlot A as identified on the Final Plat must remain in common ownership with Lot 2 and may not be sold, conveyed or otherwise transferred separate and apart from Lot 2. The maintenance and upkeep of Outlot A shall further remain the sole and absolute responsibility of the owner of Lot 2.

19. Building Permits. No occupancy permits shall be issued until:

- A. The site grading is completed and approved by the City.
- B. All public utilities are tested, approved by the City Engineer, and in service.
- C. All curbing is installed and backfilled.
- D. The first lift of bituminous is in place and approved by the City.
- E. All building permit fees are paid in full.
- F. No early building permits will be issued.

The Developer, in executing this Agreement, assumes all liability and costs for damage or delays incurred by the City in the construction of Public Improvements caused by the Developer, its employees, contractors, subcontractors, material men or agents. No occupancy permits shall be issued until the public streets and utilities are in and approved by the City (excluding the final wear course of bituminous), unless otherwise authorized in writing by the City Engineer.

20. Record Drawings. At project completion, Developer shall submit record drawings of all public and private infrastructure improvements. No securities will be fully released until all record drawings have been submitted and accepted by the City Engineer.

21. Developer's Default. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given notice of the work in default, not less than 48 hours in advance. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, draw on the letter of credit or other security described in this Agreement, or levy the cost in whole or in part as a special assessment against the Subject Property. Developer waives its rights to notice of hearing and hearing on such assessments and its right to appeal such assessments pursuant to Minnesota Statutes, Section 429.081.

22. Binding Effect. This Agreement shall be deemed to be a restrictive covenant and the terms and provisions hereof shall run with the land described herein and shall be binding on and inure to the benefit of the heirs, representatives, and assigns of all the parties hereto, and shall be binding upon all future owners of all or any part of said land. This Agreement shall be placed on record so as to give notice hereof to subsequent purchasers. The cost of recording shall be borne by the Developer.

23. Miscellaneous.

- A. The Developer represents to the City that the development of the Subject Property, the subdivision and the plat comply with all city, county, metropolitan, state and federal laws and regulations including, but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the subdivision, or the plat, or the development of the Subject Property does not comply,

the City may, at its option, refuse to allow construction or development work on the Subject Property until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

- B. Third parties shall have no recourse against the City under this Agreement.
- C. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including lots sold to third parties.
- D. If any portion, section, subsection, sentence, clause, paragraph or phase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- E. If building permits are issued prior to the completion and acceptance of Public Improvements, the Developer assumes all liability and costs resulting in delays in completion of Public Improvements and damage to Public Improvements caused by the City, the Developer, its contractors, subcontractors, material men, employees, agents or third parties.
- F. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- G. This Agreement shall run with the land and may be recorded against the title to the subject property. The Developer shall take such steps, including execution of amendments to this Agreement, as are necessary to effect the recording hereof. After the Developer has completed the work required of it under this Agreement, at the Developer's request, the City will execute and deliver to the Developer a release.
- H. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so exciting may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.
- I. The Developer may not assign this Agreement without the written permission of the City Council.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be duly executed on the day and year first above written.

CITY:

CITY OF GRANT,
a Minnesota municipal corporation.

By: Tom Carr
Its: Mayor

By: Kim Points
Its: City Administrator / Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of _____, 2013, before me, a Notary Public, within and for said County and State, personally appeared Tom Carr and Kim Points, Mayor and City Administrator / Clerk, respectively of the City of Grant, a municipal corporation and political subdivision of the State of Minnesota, and that said instrument was signed on behalf of said City of Grant by authority of the City Council of the City of Grant, and Tom Carr and Kim Points acknowledge said instrument to be the free act and deed of said City of Grant.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

SEE ATTACHED.

EXHIBIT B
CITY COUNCIL RESOLUTION

SEE ATTACHED.

EXHIBIT C

LETTER OF CREDIT REQUIREMENTS

The following clarifies the various portions of the Letter of Credit for Developer Improvements that are outlined in the Subdivision Agreement:

Grading & Erosion Control – A restoration and erosion control bond to ensure re-vegetation and erosion control (\$3,500/acre). Note: The minimum bond amount is set at \$10,000.

Pond Restoration/Erosion Control Removal – A security to allow for cleaning of sedimentation ponds prior to City acceptance, and removal of any installed erosion control measures such as silt fence and wood fiber blanket following development of 75 percent of adjoining lots (estimated lump sum).

Survey Monumentation – An amount equal to 125% of the cost to monument all lots within the development.

Letter of Credit for Developer Improvements

No.	Item	Cost	125%	Calculation
1	Surface and Storm Sewer Improvements	\$ 240,000	\$ 300,000	
2	Grading and Erosion Control	\$ 11,480	\$ 14,350	\$3500/acre x 3.28 acres
3	Pond Restoration and Erosion Control Removal	\$ 10,000	\$ 12,500	Minimum \$10,000
4	Survey Monumentation	\$ 4,000	\$ 5,000	\$500/lot x 8 lots
	Total	\$ 265,480	\$ 331,850	

City Fees (due with signed agreement)

No.	Item	Cost	Calculation
1	Construction Inspection	\$ 12,000	5% of Estimated Construction Cost
2	Attorney Fees	\$ 5,000	Estimate
3	5% City Administrative Fees	\$ 12,000	5% of Estimated Construction Cost
4	Seal Coating	\$ 6,664	\$1.70/SY x 3920 SY
	Total	\$ 35,664	

STATE OF MINNESOTA
COUNTY OF WASHINGTON
CITY OF GRANT

ORDINANCE NO. 2014-36
CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA

AN INTERIM ORDINANCE PLACING A TEMPORARY MORATORIUM
ON ZONING APPLICATIONS FOR CERTAIN USE CLASSIFICATIONS
IN THE CITY AND DIRECTING THAT STUDIES OF OFFICIAL
CONTROLS RELATED THERETO BE CONDUCTED

The City Council ("Council") of the City of Grant, Minnesota ("City"), does hereby ordain:

Section 1. Moratorium.

Section A. Purpose.

1. The City has adopted official zoning controls through the adoption of its Zoning Code, Chapter 32 of the Grant City Code, which regulates the use classifications.
2. Section 32-1 of the City's Code of Ordinances defines certain use classifications within the City.
3. Recently, the City has reviewed language within its Zoning Code regarding the use classifications to ensure the classifications are relevant, functional, and reflect conformity with current technology.
4. As a result of these important zoning and permitting issues, the City and this Council desire to conduct further studies for the purpose of consideration of possible revisions and amendments to the City's official controls to address issues related to its use classifications as identified in Section 32-1. The purpose of such revisions and amendments is to create a clearer and more updated regulatory framework. The use classifications currently lacking definitions are identified on the attached **Exhibit A**.
5. This Council, therefore, pursuant to Minnesota Statutes, Section 462.355, Subdivision 4(a), finds that a moratorium is required to protect the permitting and planning process within the City for those use classifications identified on **Exhibit A**. This Council further finds that it is necessary to preserve within this process the existing use classifications. The study period required under the moratorium, including all necessary revisions and amendments to the City's Zoning Code, is anticipated to be completed by October 1, 2015.

Section B. Moratorium Established and Scope.

1. In accordance with the findings set forth within Section 1(A) of this Ordinance and

pursuant to the directive of this Council, there is hereby established a moratorium on the consideration of new zoning applications and the issuance of new permits for use classifications identified on the attached **Exhibit A**.

2. During the period of time of the moratorium, permits previously issued for the identified use classifications shall continue under the existing regulations established by the City Code.

Section C. Applicability.

The moratorium shall be applied throughout the City of Grant from the Effective Date.

Section 2. Effective Date.

This Ordinance shall be in full force and effect from and after its passage and publication according to law and shall remain effective until October 1, 2015 unless further extended by order of this Council.

PASSED AND ADOPTED by the City Council of the City of Grant, Washington County, Minnesota, on this 30th day of September, 2014.

CITY OF GRANT, MINNESOTA

Tom Carr, Mayor

ATTEST:

Kim Points, Administrator/Clerk

(SEAL)

Document Drafted By:
Nicholas J. Vivian
Eckberg, Lammers, Briggs, Wolff & Vierling, PLLP
1809 Northwestern Avenue
Stillwater, Minnesota 55082

EXHIBIT A

USE CLASSIFICATIONS

List of Land Uses for Moratorium:

1. Archery range, commercial outdoors
2. Armories, convention halls and similar uses
3. Broadcasting studio
4. Business – seasonal
5. Café and restaurants
6. Clubs or lodges
7. Commercial recreation
8. Commercial schools
9. Golf courses and country clubs
10. Greenhouses (commercial production only)
11. Gun clubs
12. Home occupations (meeting criteria)
13. Home occupations (not meeting criteria)
14. Hotel or motel
15. Housing, student
16. Photo, art studio
17. Recreation areas – commercial
18. Recreation areas – private
19. Schools – public and private
20. Storage – open
21. Structure – historic, scenic, etc.
22. Theater

**CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA**

RESOLUTION NO. 2014-28

**A RESOLUTION OF THE CITY OF GRANT, WASHINGTON COUNTY,
MINNESOTA, PROVIDING FOR THE SUMMARY PUBLICATION OF
ORDINANCE NO. 2014-36, AN INTERIM ORDINANCE PLACING A
TEMPORARY MORATORIUM ON ZONING APPLICATIONS FOR CERTAIN
USE CLASSIFICATIONS IN THE CITY AND DIRECTING THAT STUDIES OF
OFFICIAL CONTROLS RELATED THERETO BE CONDUCTED**

WHEREAS, On October 7, 2014, at the regular Grant City Council meeting, by majority vote, the City Council adopted Ordinance No. 2014-36, adopting an interim ordinance placing a temporary moratorium on zoning applications for certain use classifications in the City and directing that studies of official controls related thereto be conducted.

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

WHEREAS, the City Council for the City of Grant has determined that publication of the title and a summary of Ordinance No. 2014-36 would clearly inform the public of the intent and effect of the Ordinance; and

WHEREAS, the City Council for the City of Grant has reviewed the summary of Ordinance No. 2014-36 attached and incorporated herein as **Exhibit A**; and

WHEREAS, the City Council for the City of Grant has determined that the text of the summary clearly informs the public of the intent and effect of Ordinance No. 2014-36.

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

1. Approves the text of the summary of Ordinance No. 2014-36 attached as **Exhibit A**.
2. Directs the Administrator/Clerk to post a copy of the entire text of Ordinance No. 2014-36 in all public locations designated by the City Council.
3. Directs the Administrator/Clerk to publish the summary in the City's legal newspaper within ten days.
4. Directs the Administrator/Clerk to file the executed Ordinance upon the books and records of the City along with proof of publication.

Dated this 7th day of October, 2014.

Tom Carr, Mayor

ATTEST:

Kim Points, Administrator/Clerk

Ordinance Summary

Ordinance No. 2014-36

**AN INTERIM ORDINANCE PLACING A TEMPORARY MORATORIUM
ON ZONING APPLICATIONS FOR CERTAIN USE CLASSIFICATIONS
IN THE CITY AND DIRECTING THAT STUDIES OF OFFICIAL
CONTROLS RELATED THERETO BE CONDUCTED**

On October 7, 2014, the City of Grant adopted an ordinance providing for a temporary moratorium of zoning applications for the purpose of further studies and clarification.

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

Kim Points, Administrator/Clerk

Ordinance Summary

Ordinance No. 2014-36

**AN INTERIM ORDINANCE PLACING A TEMPORARY MORATORIUM
ON ZONING APPLICATIONS FOR CERTAIN USE CLASSIFICATIONS
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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: *October 29, 2014*

Re: *Snow Plowing Policy*

The purpose of a snow plow policy is to define and outline the City's snow and ice control objectives. Snow and ice control is necessary for routine travel and emergency services. The goal is to provide snow and ice control in a safe and cost-effective manner, keeping in mind safety, budget, personal, and environmental concerns.

The City's snow plow policy was last reviewed by Council in March, 2014. The statement below is recommended to be added to the existing policy to clarify the responsibility of plow damage. This added language is consistent with the City's standard practice regarding plow damage.

Plow Damage

Residents are responsible for the repair of plow damage along the edge of the public road and their property. Examples of items that may be damaged during plowing operations include, but are not limited to, grass, landscaping, trees, driveways, trash/recycle bins, and mailboxes.

An updated snow plow policy is attached.

Action: Adopt a resolution updating the City's snow plowing policy.

CITY OF GRANT

Snow Plowing Policy

It is the policy of the City of Grant that City roads will be plowed and passable in a timely fashion based on the budgeted tools available to the City. Snow and ice control operations will be conducted only when weather conditions do not endanger the safety of personnel and equipment. For larger snowfall events, it may be necessary for the City, or its contractors, to suspend plowing operations to allow personnel adequate time for rest. Operations may also be suspended for extreme/severe weather conditions, limited visibility, or equipment limitations. The City shall utilize its discretion in directing plowing activities and shall consult with its contractors to determine whether plowing and clearing activities are appropriate.

Generally, the City will begin plowing upon confirmation of two (2) inches of snowfall. For smaller snowfall events (less than 4 inches), the City may wait until the snowfall has stopped prior to the start of plowing and clearing operations.

Based upon site conditions, the City may:

1. Prioritize snow plowing and ice control routes.
2. Complete snow plowing and ice control routes based on weather conditions and forecast.
3. Use equipment appropriate to the condition of the roads and severity of snow/ice event.

Residents are reminded that Grant is a rural residential city with agricultural fields, which encourage snow drifting. Regardless of the extent of plowing and clearing, residents are encouraged to take great caution in traveling roads which are bordered by large agricultural plots of open land.

Right-of-Way

The intent of the right-of-way is to provide room for snow storage, private utilities, signage, and other City uses. However certain private structures such as mailboxes are required within this area. Other private structures are not required or recommended.

Plow Damage

Residents are responsible for the repair of plow damage along the edge of the public road and their property. Examples of items that may be damaged during plowing operations include, but are not limited to, grass, landscaping, trees, driveways, trash/recycle bins, and mailboxes.

Mailbox Repair

Mailboxes and posts should be constructed sturdily enough to withstand the impact of snow and ice from a plow.

The City will compensate a property owner up to \$50 to repair a damaged mailbox only if it is the result of City plow equipment hitting the mailbox. Damage resulting from the impact of snow and ice from the plow is the responsibility of the property owner.

Trash & Recycle Bins

The City will assume no responsibility for damage to trash or recycling containers. Containers awaiting pickup should be at least four (4) feet beyond the edge of the roadway.

Snow Removal from Driveways

City residents are reminded that it is unlawful to plow snow from driveways into or across city, county, and/or state roads. This is a violation of Minnesota Statute 160.2715. Pushing snow across roadways produces conditions that are dangerous to public safety.

Adopted this ____ day of _____, 2014 by resolution of the Grant City Council.



STAFF REPORT

TO: Mayor & City Council Members **Date:** September 30, 2014
Kim Points, City Clerk
Nick Vivian, City Attorney **RE:** Variance for a septic system from
a pond at 9285 84th Street N.
From: Jennifer Haskamp

Background

The Applicants and Owners ("Applicants"), Terry Aske and Janet Eitrem, have requested a variance from wetland/pond setbacks for a septic system on the property located at 9285 84th Street North. In July Washington County Environmental Services received a Compliance Inspection Report for the system currently serving the home that indicated the subsurface sewage treatment system (SSTS) was failing and would need to be replaced. As such, the Applicants attempted to replace the system and were notified by the County that the location of the replacement system is within the City's required wetland setbacks and thus would need to obtain a variance from the city prior to being issued a permit for installation of the new system.

The following staff report summarizes the requested variance, and existing conditions of the site.

Project Summary

Applicants & Owners: Terry Aske and Janet Eitrem	Site Size: 2.6 Acres Location: 9285 84 th Street N. Existing Home: Constructed In 1976 Zoning & Land Use: R-1
Request: Variance from wetland/pond setback and grading buffer to install a replacement subsurface sewage treatment system (SSTS) at the existing home	

As referenced above, the Applicants have requested the following variance:

- Structural Setback from pond for the septic system (75 feet).
- Buffer grading area encroachment for installation of septic system (50 feet).

As previously described, the Applicants are seeking a variance from the required setbacks and grading buffer area for installation of a septic system to replace the existing system which was deemed failing in a recent compliance inspection.

Review Criteria

According to the City Code, Sections 32-59 and 32-60 establishes the criteria for granting and review of variance requests. The variance application review requires the Applicants to prepare a statement of reasons why the request is made describing the hardship (or practical difficulty) which is described as, "the proposed use of the property and associated structures in question cannot be established under the conditions allowed by this chapter or its amendments and no other reasonable alternate use exists; however, the plight of the

landowner must be due to physical conditions unique to the land, structure or building involved and are not applicable to other lands, structures or buildings in the same zoning district....Economic considerations alone shall not constitute a hardship.”

Existing Site Conditions

The subject property is described as Lot 2 Block 5 in the Rolling Hills subdivision which was platted in 1974. The property is approximately 2.6 acres, and includes extensive wetlands and/or ponding areas and associated topography which naturally constrain the site. The existing lot is considered a legal non-conforming size lot and is less than the 5-acre minimum lot size currently required under existing zoning. There is an existing home on the property that was constructed in 1976 that is served by a subsurface sewage treatment system located directly south of the existing home. The lot is accessed from 84th Street North which abuts the north property line and provides direct access to the home. There are three existing wetland/pond areas on the site: one to the southwest of the existing home, the second to the south, and the third in the east extending to the northeast corner of the lot. The site is heavily vegetated, and generally slopes west to east.

Variance Requests - Zoning Standards

The wetland and pond setbacks are established in Chapter 12 of the City’s Code, which breaks down the applicable standards for wetland by type, unclassified and classified water bodies. The following description of the variance and standard is identified in the following table:

Standard	Required	Proposed	Variance	Description
Wetland/pond	75'	40' +/-	35' +/-	There are 3 wetland (pond) areas on the site, and the proposed system is estimated to encroach on the eastern most wetland by approximately 35-feet based upon the topography and attached survey.
Wetland/pond Grading Buffer	50'	40' +/-	10' +/-	The City’s ordinance requires a 50' grading buffer which is a no touch area. Due to the location of the new system, the grading buffer will be disturbed as a result of the installation.

Lot Size/Constraints

The Applicants’ lot was platted as part of the Rolling Hills subdivision in 1974 and at the time complied with the adopted lot standards. Since the 1970s lot size and area standards have changed and as a result the lot is now considered a legal non-conforming lot with respect to size, area and dimensions. Since the lot area and dimensions are smaller than those that are in effect today, the existing septic system, as well as the proposed replacement area, is located within the setback areas. The lot is naturally constrained not only by natural features on the property (wetlands/ponds and topography) but also by the non-conforming nature of the lot area and dimensions. As a result the proposed replacement septic area is setback further away from any of the pond features than the existing system as demonstrated by the certificate of survey dated September 17, 2014. As such, staff believes the proposed location of the replacement system is reasonable and is properly located based upon topography and other natural site limiting factors. Additionally, the Applicants must remedy the



situation and comply with the notice and order to comply issued by Washington County. Staff has corresponded with Mr. Ganzel from the Department of Public Health and Environment at Washington County who has indicated that the proposed location meets their standards and is acceptable to place the new system.

Engineering Standards

The City Engineer has reviewed the attached Certificate of Survey and has indicated that the proposed location is acceptable to install the replacement system and has no additional comments.

Other Agency Review

The site is located in the Browns Creek Watershed District, and the City is the LGU in the watershed district. A representative from WSB has reviewed the location, and based upon the topography, is comfortable that the proposed replacement system is located outside of all wetland areas. The Applicants will be required to obtain a permit from the Washington County department of Public Health and Environment prior to installation of the system

Summary - Draft Findings and Conditions

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

- The Applicants must replace the failing system to comply with the Notice and Order to Comply issued by the Washington County Department of public Health and Environment.
- Replacement of the failing system is a health, safety, and welfare issue and must be completed to the satisfaction of Washington County to protect the current and future home owners.
- The lot is considered a legal non-conforming property for lot size, area and dimensions and constrains the buildable area on the site limiting the available locations to site the new system.
- There are three wetland/pond areas and significant topography and vegetation which limit the available area to site the replacement system.

Draft Conditions:

- The Applicants shall be required to obtain the proper permits from the Washington County Department of Public Health and Environment prior to installation of the replacement system.
- The replacement system must be placed outside of all wetland/ponding areas on the site.

Action requested:

Staff has prepared the attached draft resolution of approval for your review and consideration.

Attachments

Notice and Order to Comply – Washington County, 7/11/2014



Certificate of Survey— 9/17/2014

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2014-30**

**RESOLUTION APPROVING A VARIANCE FROM WETLAND/POND SETBACKS
FOR INSTALLATION OF A REPLACEMENT SUBSURFACE SEWAGE SYSTEM
LOCATED AT 9285 84TH STREET N., GRANT, MN**

WHEREAS, Terry Aske and Janet Eitreim ("Applicant") has submitted an application for a variance from wetland/pond setback for a subsurface sewage system located at 9285 84th Street N., in the City of Grant, Minnesota; and

WHEREAS, the home was constructed in 1976 and a subsurface sewage system was installed at that time; and

WHEREAS, on July 11, 2014 Washington County issued a Notice and Order to Comply indicating that the existing sewage system was failing and would need to be replaced; and

WHEREAS, a septic permit for the replacement system cannot be obtained without the stated variances being granted; and

WHEREAS, the City Council has considered the Applicant's request at a duly noticed Public Hearing which took place on October 7, 2014, and made the subsequent recommendations.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA, that it does hereby approve the request of Terry Aske and Janet Eitreim, based upon the following findings pursuant to Section 32-59 and 32-60 of the City's Zoning Ordinance which provides that a Variance may be granted if a hardship is demonstrated. The City Council's Findings relating to the standards are as follows:

- The Applicants must replace the failing system to comply with the Notice and Order to Comply issued by the Washington County Department of public Health and Environment.

- Replacement of the failing system is a health, safety, and welfare issue and must be completed to the satisfaction of Washington County to protect the current and future home owners.
- The lot is considered a legal non-conforming property for lot size, area and dimensions and constrains the buildable area on the site limiting the available locations to site the new system.
- There are three wetland/pond areas and significant topography and vegetation which limit the available area to site the replacement system.

FURTHER BE IT RESOLVED, that the following conditions of approval of the Variances shall be met:

- The Applicants shall be required to obtain the proper permits from the Washington County Department of Public Health and Environment prior to installation of the replacement system.
- The replacement system must be placed outside of all wetland/ponding areas on the site.

Adopted by the Grant City Council this 7th day of October, 2014.

Tom Carr, Mayor

State of Minnesota)
) ss.
County of Washington)

I, the undersigned, being the duly qualified and appointed Clerk of the City of Grant, Minnesota do hereby certify that I have carefully compared the foregoing resolution adopted at a meeting of the Grant City Council on _____, 2014 with the original thereof on file in my office and the same is a full, true and complete transcript thereof.

Witness my hand as such City Clerk and the corporate seal of the City of Grant, Washington County, Minnesota this _____ day of _____, 2014.

Kim Points
Clerk
City of Grant

City of Grant
P.O. Box 677
Willernia, MN 55090



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

Application Date:	8/20/14
Fee: \$400	Escrow: \$3,000

pd \$3,400 Check # 10584

VARIANCE REQUEST

In certain cases a variance from the strict enforcement and adherence to the zoning ordinance may not be possible due to practical difficulties associated with a property. A practical difficulty means that the proposed use of the property and associated structures in question cannot be established under the conditions allowed by the zoning ordinance and that no other reasonable alternate use exists. The following application is provided for such circumstances and will be determined by the Board of Adjustment for the City of Grant.

PARCEL IDENTIFICATION NO (PIN): 2203021310014		ZONING DISTRICT & COMP PLAN LAND USE:
LEGAL DESCRIPTION: Rolling Hills Lot Blk 5, Lot 2		LOT SIZE: 113,200 sq. ft. 2.6 acres
PROJECT ADDRESS: 9285 84th St N. Stillwater, MN 55082 (Grant, MN)	OWNER: Name: Terry Aske Janet Eitrein Address: 9285 84th St. N. City, State: Stillwater, MN 55082 Phone: 651-426-1909 Email: nedhead422@cox.net	APPLICANT (IF DIFFERENT THAN OWNER):
BRIEF DESCRIPTION OF REQUEST: Variance for setback due to failed septic.		
EXISTING SITE CONDITIONS: Home built in 1976 on wooded property with 3 ponds.		
APPLICABLE ZONING CODE SECTION(S): Please review the referenced code section for a detailed description of required submittal documents, and subsequent process. 1. Chapter 32, Sec. 82-00. Variances.		

Submittal Materials

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

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

AP	CS	MATERIALS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p><u>Site Plan:</u> All full scale plans shall be at a scale not smaller than 1" = 100' and include a north arrow</p> <ul style="list-style-type: none"> ▪ Property dimensions ▪ Area in acres and square feet ▪ Setbacks ▪ Location of existing and proposed buildings (including footprint, and dimensions to lot lines) ▪ Location of current and proposed curb cuts, driveways and access roads ▪ Sanitary sewer (septic) and water utility plans ▪ Location of well and septic systems on adjacent properties ▪ Location of wetlands and other natural features ▪ Existing and proposed parking (if applicable) ▪ Off-street loading areas (if applicable) ▪ Existing and proposed sidewalks and trails <p>COPIES: 1 plan at 22"x34", 12 plans at 11"x17" (half scale)</p>

*Not Sure if plan included will work for the Site Plan - Please let Applicant know

Application for: VARIANCE
City of Grant

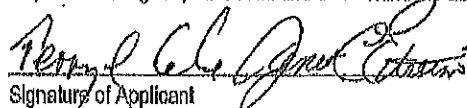
<input type="checkbox"/>	<input type="checkbox"/>	<p>Architectural/Building Plan (if Applicable): All full scale plans shall be at a scale not smaller than 1" = 100' and include a north arrow</p> <ul style="list-style-type: none"> ▪ Location of proposed buildings and their size including dimensions and total square footage ▪ Proposed floor plans ▪ Proposed elevations ▪ Description of building use <p>COPIES: 1 plan set 22"x34", 12 plan sets 11"x17" (half scale)</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>Written Narrative: Describe your request and the practical difficulties that are present on the site and why a Variance is sought.</p> <p>COPIES: 15</p>
<input type="checkbox"/>	<input type="checkbox"/>	Statement acknowledging that you have contacted other governmental agencies such as Watershed Districts, County departments, State agencies, or others that may have jurisdiction over your project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mailing labels with names and address of property owners within ¼ mile (1,320 feet). Contact Washington County to obtain list/labels.
<input type="checkbox"/>	<input type="checkbox"/>	Paid Application Fee: \$400
<input type="checkbox"/>	<input type="checkbox"/>	Escrow Paid: \$3,000

MATERIALS THAT MAY BE REQUIRED UPON THE REQUEST OF THE CITY PLANNER

<input type="checkbox"/>	<input type="checkbox"/>	<p>Survey of the property: An official survey, by a licensed surveyor, must be submitted with the application. The survey shall be scalable and in an 11" x 17" format.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p>Wetland Delineation: A wetland delineation may be necessary depending on the reason for the variance, and stated site constraints.</p>
<input type="checkbox"/>	<input type="checkbox"/>	Electronic copy of all submittal documents

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

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


8/20/14
 Signature of Applicant Date

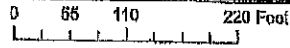
Signature of Owner (if different than applicant) Date



Parcel ID: 2002920840020

Parcel Address:
No Address Available For This Property

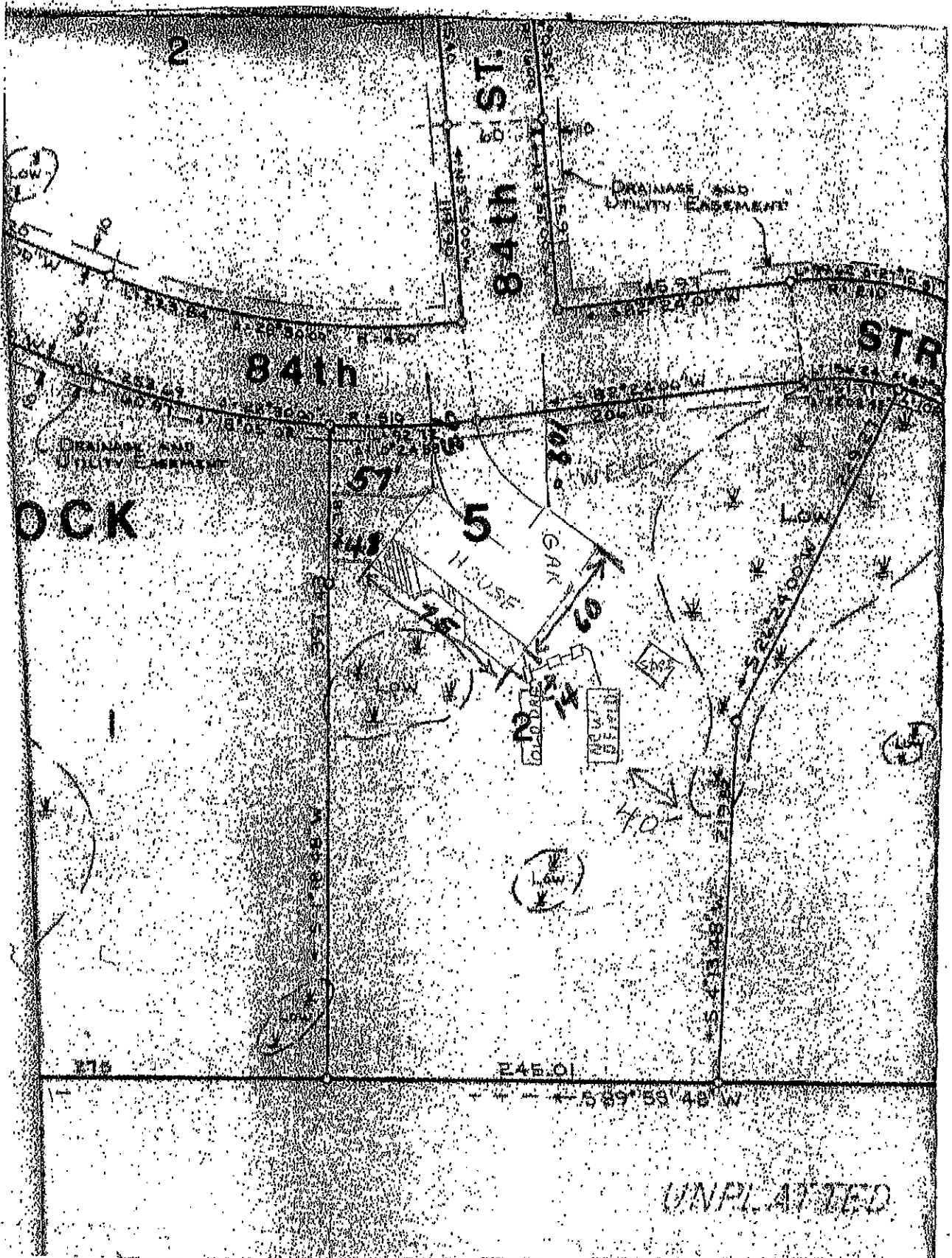
Created on 8/13/2014



MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

This drawing is the result of the compilation and reproduction of land records as they appear in various Washington County offices. The drawing should be used for reference purposes only. Washington County is not responsible for any inaccuracies.

9285 84th St. N.

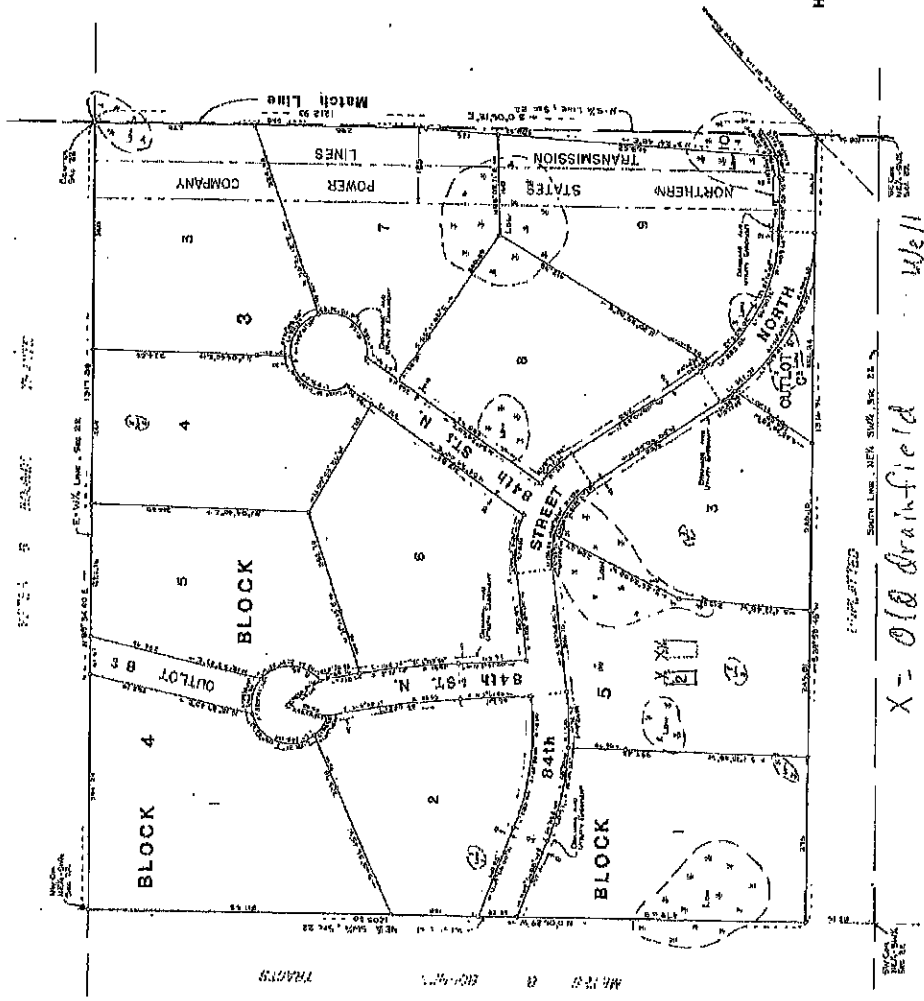
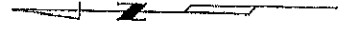
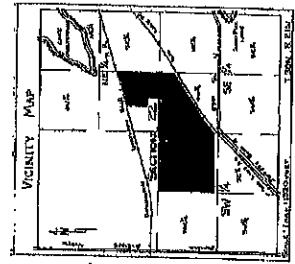
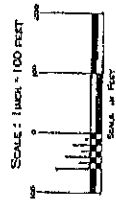


ROLLING OAKS

GRANT TOWNSHIP, WASHINGTON COUNTY, MINNESOTA
 PART OF THE NE 1/4 - SW 1/4, PART OF THE NW 1/4 - SE 1/4, AND PART OF
 THE SW 1/4 - NE 1/4, ALL IN SECTION 22, T. 30 N., R. 21 W.

LEGEND

- Indented Survey monument set
- R Indented Survey monument
- M Improved Field Monument
- Shaded or Shaded with Indenture Monument
- Notes: All monuments set from the true North and returned to monument by a tape (i.e. the standard procedure)



Hull & Associates, Inc.
 Land Surveyors
 June 1974

X = Old drainfield Well
XX = New drainfield



Department of Public Health and Environment

Lowell Johnson
Director

Sue Hedlund
Deputy Director

7/11/2014

Terry Aske
9285 84th Street N
Grant MN, 55082

2203021310014

NOTICE AND ORDER TO COMPLY

On 7/9/2014 the Department received a Compliance Inspection For for the subsurface sewage treatment system (SSTS) located at 9285 84th Street N in Grant, Minnesota, GEO Code 2203021310014. The compliance inspection was conducted by Christopher Zierke of Zierke Soil Testing on 7/9/2014.

The Compliance Inspection Report by Zierke Soil Testing indicates that the SSTS located at 9285 84th Street N is a failing system due to the lack of the required vertical separation between the bottom system bottom and limiting soil conditions. The Compliance Inspection Report also indicates that the system is NOT an imminent threat to public health and safety.

Section 4.3, Subp. (8) of the Washington County Development Code, Chapter Four, Subsurface Sewage Treatment System Regulations (Washington County Ordinance No. 179) states:

Any existing system which is found to be failing to protect groundwater shall be replaced or otherwise brought into compliance within ninety (90) days of notice and order to comply by the Department.

Therefore, the SSTS located at 9285 84th Street N that Christopher Zierke deemed failing must be replaced within ninety (90) days of receipt of this notice. Financial assistance may be available through Washington County in the form of low interest loans which are added to the property tax statement. Grants may also be available to qualified low income residents

If you have any questions or comments, please contact me at 651-430-6673.

Sincerely,

Christopher W. LeClair, REHS
Senior Environmental Specialist

Brian Humpal
Inspect Minnesota & Midwest Soil Testing

Brian Humpal - Owner - MPCA Licensed Intermediate Designer, Inspector, & Service Provider

August 7, 2014

Mr. Mark Ashby
Edina Realty
P.O. Box 759
Willernie, MN 55090

Subject: Water Test at 9285 84th Street N, Grant, MN

Dear Mark:

Please find the attached water test results for subject property.

I am sending a copy of the water test results to your client along with an invoice for payment, which is due upon receipt. If you or your client are not comfortable with this method of payment, please advise me as to the proper procedure to receive payment.

Thank you very much for allowing me to do this work. Please contact me should you have any questions.

Sincerely,

Brian Humpal

Brian Humpal

Cc: Terry & Janet Aske - Owners

**Water
Laboratories
Inc.**

333 Main Street NW
P.O. Box 388
Elk River, MN 55330
Phone: 763-441-7509
Fax: 763-441-9176

DRINKING WATER LABORATORY TEST REPORT

Last Name: File #: 14H-034
First Name: Date/Time 8/1/2014 2:56 PM
Address: 9285 84TH ST. N. In Lab:
City: GRANT Unique Well #:
State: MN Zip Code: County: Drillers/Account #:
Legal:

Ordered By: BRIAN HUMPAL Sampled From: LAUNDRY TAP
Sampled By: BRIAN HUMPAL Date/Time Sampled: 7/31/2014 11:17 AM
Reason For Test: ROUTINE Sample Temp: >4 deg C

<u>ANALYTE & METHOD</u>	<u>DATE & TIME OF ANALYSIS</u>	<u>MAXIMUM CONTAMINATION LEVEL(EPA)</u>	<u>TEST RESULTS</u>
Coliform Bacteria COLILERT 18	8/1/2014 1515	Negative	NEGATIVE
Nitrate (EPA 353.2 Rev 2.0)	8/1/2014 1515	10.0 ppm	1.54 ppm

This sample **DOES** meet the State of Minnesota and EPA guidelines for safe drinking water for the Analytes tested.

Notes:

The test results are only indicative of the sample tested from the sample point on the date collected.
This report must not be reproduced, except in full, without the written approval from Water Laboratories, Inc.
Water Laboratories, Inc. is certified by the State of Minnesota under the Safe Drinking Water Program.
Lab ID# 027-141-110

Water Laboratories, Inc.

By: *Brian Humpal*

Date: 8/2/2014

Received By DA Entered By CA Edited By KK

Amount Billed:

Date Paid:

Amount Paid:

Brian Humpal

Inspect Minnesota & Midwest Soil Testing
P.O. Box 383
Hugo, MN 55088
651-492-7550
Brian@midwestsoiltesting.com

Invoice

Bill To:
Terry & Janet Aske 9285 84th Street N Stillwater, MN 55082

Date	Terms
08/07/14	Due On Receipt

Description	Amount
Water Test - Bacteria & Nitrates <i>PAID VISA, online at Intuit Paymar Network on 8/9/14</i>	125.00

Pay Online: <https://ipn.intuit.com/fcbm6fvs>

Total	\$125.00
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612-840-3001
TOM

OUTDOOR DESIGN
INCORPORATED



2015 Gateway Circle • Hugo MN 55038
Office: 651.426.9693 • Tom's Cell: 612.840.3001 • Ben's Cell: 612.554.3079

PROPOSAL/AGREEMENT

SUBMITTED TO:

Name: Terry Aske C/O Mark Ashby
Address: 9285 84th Street North
City, State, Zip: Grant, MN 55082

Phone: 651-287-4040

Date: 7-14-2014

Job Name: Aske

Job Location: Grant, MN

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Septic system installation per Zierke Soil Testing design dated 7/8/2014.

Washington County permit and review fees.	\$775.00
MPCA new tank fees.	50.00
Pump and inspect existing septic tank, manhole to grade, baffles.	340.00
20 lineal feet of 4" schedule 40 PVC.	43.00
1,000 gallon septic tank.	890.00
1,000 gallon lift tank.	890.00
10 lineal feet of manhole risers.	350.00
Polylok 525 effluent filter.	100.00
Alderon pedestal with dual alarms and event counter.	360.00
Interior and exterior electrical.	390.00
Liberty 283-2 effluent pump.	240.00
160 lineal feet of 2" schedule 40 PVC.	128.00
Fabric.	30.00
Mound washed sand.	2,740.00
Mound washed rock.	615.00
Mound black dirt.	1,300.00
Mound seed.	110.00
PVC caps and fittings.	127.00
Mobilization.	1,300.00
Equipment and labor.	6,000.00
	<u>\$16,778.00</u>

*Remove small trees and brush as necessary, leave on site.

*To black dirt and seed all other disturbed areas, add \$940.00.

*To replace existing tank, add \$1,500.00.

WE PROPOSE hereby to furnish material and labor in accordance with the above specifications, for the sum of:

Sixteen thousand seven hundred seventy eight and 00/100 (dollars) \$16,778.00

Payment to be made as follows:

50% upon permit application, 50% at completion.

Commencement of work is estimated to take place within _____ days of proposal acceptance/
contract ratification. Completion of work is estimated at _____ days following commencement.

Extra charges will be assessed upon any rock excavation, frost removal, or sub soil ground water.

Owner is responsible for all private underground utilities.

General Terms and Conditions:

See Attached for terms and conditions according to small business connections standard contract terms as specified.

Limited Warranty:

All products and services are warranted against defects in materials and workmanship for a period of 1 year from date of service. All material to be supplied and installed per specification. The warranty does not cover the settling of soil as we can not compact around the drain field or tanks.

Acceptance Period:

We at Outdoor Design Inc. are affected by weekly adjustments of fuel surcharges. Thus, some proposed line item pricing may have to be adjusted if proposal acceptance exceeds 14 days.

Acceptance of Proposal:

The above prices, specifications, and the attached terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of acceptance: _____

Name: _____

Signature: _____

Name: _____

Signature: _____

Subsurface Sewage Treatment Systems

Non-transferable

License

License # L1464

Date of Issuance: Sep 12, 2013
Installer License Expires: Sep 9, 2014
Inspector License Expires: Sep 9, 2014
Designer License Expires: Sep 9, 2014

Outdoor Design, Inc. Of White Bear Lake

Designated Certified Individual (DCI)
Thomas O. Powers
Thomas O. Powers
Thomas O. Powers

Certification Type
Installer (Certified)
Inspector (Certified)
Designer (Certified)

Certification Expires
12/31/2014
12/31/2014
12/31/2014



Minnesota Pollution Control Agency

520 Lafayette Road North
St. Paul, Minnesota 55155-4194

Stevie Giddings
Stevie Giddings, Manager
Environmental Business Assistance Section

Terms and Conditions

Nature of Transaction

The parties agree that this transaction is a Commercial Transaction constituting the sale of goods and is subject to and shall be governed by the provisions of Article Two of the Uniform Commercial Code as it has been adapted and amended by the State of Minnesota, and modified by these Terms and Conditions.

Payment

Client agrees to pay invoices according to stated Terms and Conditions. Invoices not paid according to stated Terms and Conditions will be subject to a finance charge of 1.5 percent per month (18 percent per annum) or the maximum rate allowed by law, if less.

Cost of Collection

If Supplier commences an action against Client arising out of or in connection with this Offer or any agreement arising out of or relating to this Offer, Supplier shall be entitled to have and recover from Client its reasonable attorney's fees, collection costs, and costs of suit.

Unconditional Guarantee

Client (jointly and separately) personally agrees to unconditionally guarantee payment. This guarantee shall be a continuing, absolute and unconditional guarantee and shall remain in full force and effect until expressly revoked by a written notice from the Supplier sent by certified mail, return receipt required and, also, until of said indebtedness, liabilities and obligations created before received such notice shall be fully paid. This guarantee extends to and includes any and all interest due or to become due together with any and all costs and expenses, including but not limited to collection with agency fees, attorney fees, and court costs included by the Supplier, in connection with any matter covered by this guarantee.

Time for performance

The work to be performed under this Agreement shall be done in accordance to the Proposed Project Schedule. The time of completion shall be extended to take account of changes, excusable delays or other adjustments provided for in this Agreement. Completion shall mean substantial completion of all work with the exception of final punch list items.

Limited Warranty

Supplier warrants that all work shall be completed in a good workmanship like manner and in compliance with all codes and applicable standards.

Excusable Delays

Supplier shall not be liable for delays in performance due to causes beyond its reasonable control, including but not limited to: (1) Acts of God, acts of Client or agent(s) of Client, prerequisite work by others who are not subcontractors to Supplier, acts of civil or military authority, failure to obtain required permits or approvals, delays in transportation, fires, strikes, floods, inclement weather, epidemics, war, riots, or civil disturbances. (2) Acts of third parties having the effect of delaying performance of the work hereunder. (3) Inability to obtain or delay in obtaining, due to causes beyond its reasonable control, suitable labor, material or equipment required for the work. In the event of any such delay, the Time for Performance shall be extended by a period equal to the time lost by reason of such delay. Settlement of strikes, lockouts, and industrial disturbances shall be entirely within the discretion of Supplier.

In the event Supplier's performance is delayed by reason of any act or omission of Client or Client's agent(s), or prerequisite work by others who are not subcontractors to Supplier, Supplier shall be entitled to an equitable adjustment in the Contract Price and/or Time for Performance.

Independent Contractor and Subcontractors

Supplier shall perform the work as an independent contractor. Supplier may at its discretion engage subcontractors to perform services under this Agreement, but Supplier shall remain responsible for proper completion of this Agreement. As an independent contractor, Supplier retains the right to perform services for others during the term of this Agreement and has the sole right to control the means, manner and method by which the work shall be performed. Client is prohibited from directly hiring Supplier's employees and/or subcontractors for a period of five (5) years from completion of project.

Mechanic's Liens

Minnesota Statute (M.S.A. 514.XXX) provides for parties that supply labor or materials for a construction project to claim a lien against the improved property in the event they are not paid for that labor or materials. Specifically

(A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

Insurance

Supplier agrees to maintain a adequate business liability insurance, and insurance for injury to its employees and others incurring loss or injury as a result of the acts of Supplier, its employees or subcontractors.

Indemnities

Supplier hereby agrees to indemnify and hold harmless Client from any physical damage to property of third parties or injury to persons, including death, to the extent resulting directly from negligence of Supplier or its agents, while engaged in activities under this Agreement. Client shall likewise indemnify and hold harmless Supplier from any physical damage to property of third parties or injury to persons, including death, to the extent resulting directly from the negligence of Client or its agents, while engaged in activities under this Agreement. In the event such damage or injury is caused by the joint or concurrent negligence of Supplier and Client, the loss shall be borne by each party in proportion to its negligence.

Limitation of Liability

Supplier's liability on all claims of any kind, and that of its subcontractors and suppliers, shall in no case exceed the Contract Price and shall terminate upon the earlier of the termination of this Agreement or the expiry of the Warranty Period, whether such claims are based on contract, guarantee, indemnity, warranty, tort, including negligence of Supplier or any subcontractor or Supplier, strict liability or otherwise, and whether such claims are for any and all losses or damages arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or for services or materials furnished pursuant to this Agreement.

In no event, whether as a result of breach of contract, warranty, guarantee, tort, including negligence, strict liability or otherwise, shall Supplier or its subcontractors or suppliers be liable for indirect, incidental, consequential, or exemplary damages including, but not limited to: Loss of profits or revenue, loss of use, cost of capital, cost to substitute equipment, facilities or services, downtime costs, and/or cost in excess of estimates.

Assignment

Client shall not assign any duties, rights or obligations hereunder without the prior written consent of the Supplier, which consent shall not be unreasonably withheld.

Supplier shall have the right to assign any part of the work to any subsidiary or affiliated company, and the Client agrees to execute any documents reasonably required to affect the transfer to such company of all rights and obligations associated with such portion of work.

Entire Agreement

This Agreement represents the only agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, whether written or oral, relating thereto.

Modification and Waiver

Client may request changes within the general scope of Supply. If any such change will result in an increase or decrease in the cost or time required for the performance of any part of the work under this Agreement, or shall affect Supplier's ability to meet its Warranty obligations, there shall be an equitable adjustment to the Contract Price and/or the Time for Performance. Supplier shall not be obligated to proceed with the changed work until: (1) The value of such change and its effect on the Time for Performance or on Warranties has been agreed upon and (2) A Change Order has been signed by Client and Supplier. No purported amendment, modification or waiver of any provision hereof shall be binding unless set forth in a written document signed by all parties. Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term of this Agreement.

Severability

If any provision hereof is held to be unenforceable by final order of any court of competent jurisdiction, the remaining provisions shall nonetheless be enforceable in accordance with their terms. In the event that any provision is held to be over-broad as written, such provision shall be deemed to narrow its application to the extent necessary to make the provision enforceable according to applicable Laws and shall be enforced as amended.

Default and Termination

Client may terminate this Agreement for any reason, at any time, prior to midnight of the third business day following notification of this Agreement. Termination must be done in writing. After this initial period, Client may terminate this Agreement if Supplier is in default of any of its material obligations hereunder or if Supplier becomes insolvent. Upon occurrence of any of the foregoing, Client shall notify the Supplier in writing of the nature of the default and of Client's intention to terminate this Agreement for default. If Supplier fails: (1) To commence and diligently to pursue cure of such default within ten (10) days from receipt of such notification, or (2) To provide reasonable evidence that such default does not in fact exist, Client may terminate Supplier's right to proceed with the work. In such event, Client shall pay Supplier for any materials delivered and any services performed up to the date of termination.

If the work is delayed for a period of thirty (30) days or more under an order of an authority having jurisdiction, or an act or omission of Client, or Client's agents, or for any cause not the fault of Supplier, or Supplier's employees and/or subcontractors, or because Client has not made payments as provided herein, then Supplier may upon ten (10) days written notice to Client, terminate this Agreement. In addition, Supplier may recover from Client payment from any and all costs incurred and losses sustained by Supplier (including reasonable overhead and profit) by reason of any such termination.

Applicable Law

This Agreement shall be governed by laws of the State of Minnesota. If any dispute, breach, controversy or claim arises out of or related to this Contract Agreement, termination or validity thereof, each party agrees to bring suit or initiate other dispute proceedings only in the State of Minnesota. Each party consents to jurisdiction and venue in the State of Minnesota and that valid service of process may be affected by certified mail at the last known address of its principal office/residence, or by other means authorized under Minnesota Statutes. Any claim or dispute in connection with this Agreement must be commenced within thirty (30) days after the discovery of the problem and/or defect.

Notices

All notices shall be considered as delivered three (3) days after postmarked if dispatched by registered or certified mail, when confirmed if sent via telex, when signed if delivered by hand and when received in all other cases.

We are in the process of trying to sell our house in Grant where we have lived for some thirty-three years. We learned that we had to have a septic compliance inspection done, and that inspection found that the system does not meet the current MPCA guidelines. Washington County says the old system must be replaced within ninety days of the order to comply which is dated July 11, 2014.

We had an MPCA certified designer design a new septic system and drain field for us. Since the property has several wetland areas, he designed a system to be situated in the only possible area it could be done on the property.

The installer, Tom Powers of Outdoor Design, is ready to proceed with the project, but it appears a variance is required.

This is a hardship in that there is only one place to put the new system and it does impose on the setback. A look at the plat reveals that the lot has had wetlands on it for a long time.

We must sell our house because of significant health problems and are looking for housing which has assisted living possibilities.

Our real estate agent, Mark Ashby, has spoken with the Brown's Creek Watershed District Administrator, Karen Kill, who said that they are fine with the project if Washington County and the City of Grant are.

A person from the Washington County Health Department also has come out and inspected the proposed septic system site.

Minnesota Pollution Control Agency

520 Lafayette Road North
St. Paul, MN 55155-4194

Compliance Inspection Form

Existing Subsurface Sewage Treatment Systems (SSTS)

Doc Type: Compliance and Enforcement

Inspection results based on Minnesota Pollution Control Agency (MPCA) requirements and attached forms – additional local requirements may also apply.

Submit completed form to Local Unit of Government (LUG) and system owner within 15 days

For local tracking purposes:

System Status

System status on date (mm/dd/yyyy): 7/7/2014

Compliant – Certificate of Compliance
(Valid for 3 years from report date, unless shorter time frame outlined in Local Ordinance.)

Noncompliant – Notice of Noncompliance
(See Upgrade Requirements on page 3.)

Reason(s) for noncompliance (check all applicable)

- Impact on Public Health (Compliance Component #1) – Imminent threat to public health and safety
- Other Compliance Conditions (Compliance Component #3) – Imminent threat to public health and safety
- Tank Integrity (Compliance Component #2) – Failing to protect groundwater
- Other Compliance Conditions (Compliance Component #3) – Failing to protect groundwater
- Soil Separation (Compliance Component #4) – Failing to protect groundwater
- Operating permit/monitoring plan requirements (Compliance Component #5) – Noncompliant

Property Information

Parcel ID# or Sec/Twp/Range: _____

Property address: 9285 84th Street N., Stillwater, MN. 55082

Reason for inspection: Pending sale of home

Property owner: Terry Aske
or

Owner's phone: 651-426-1809

Owner's representative: _____

Representative phone: _____

Local regulatory authority: Washington Co.

Regulatory authority phone: 651-430-8676

Brief system description: Septic tank with gravity drainfield.

Comments or recommendations:

System appears to be functioning normally. No visible signs of leakage or surfacing. System fails for lack of separation from mottled soil.

Certification

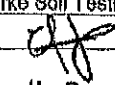
I hereby certify that all the necessary information has been gathered to determine the compliance status of this system. No determination of future system performance has been nor can be made due to unknown conditions during system construction, possible abuse of the system, inadequate maintenance, or future water usage.

Inspector name: Christopher J. Zierke

Certification number: 00988

Business name: Zierke Soil Testing

License number: #119

Inspector signature: 

Phone number: 651-462-2294

Necessary or Locally Required Attachments

- Soil boring logs
- System/As-built drawing
- Forms per local ordinance
- Other Information (list): _____

1. Impact on Public Health -- Compliance component #1 of 5

Compliance criteria:

System discharges sewage to the ground surface.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
System discharges sewage to drain tile or surface waters.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
System causes sewage backup into dwelling or establishment.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Any "yes" answer above indicates the system is an imminent threat to public health and safety.

Comments/Explanation:

Verification method(s):

- Searched for surface outlet
- Searched for seeping in yard/backup in home
- Excessive ponding in soil system/D-boxes
- Homeowner testimony (See Comments/Explanation)
- "Black soil" above soil dispersal system
- System requires "emergency" pumping
- Performed dye test
- Unable to verify (See Comments/Explanation)
- Other methods not listed (See Comments/Explanation)

2. Tank Integrity -- Compliance component #2 of 5

Compliance criteria:

System consists of a seepage pit, cesspool, drywell, or leaching pit. <i>Seepage pits meeting 7080.2650 may be compliant if allowed in local ordinance.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Sewage tank(s) leak below their designed operating depth. If yes, which sewage tank(s) leaks:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Any "yes" answer above indicates the system is failing to protect groundwater.

Comments/Explanation:

Examined pumping report from A&B Sanitation. Tank pumped on 8/19/13. Tank Ok per report.

Verification method(s):

- Probed tank(s) bottom
- Examined construction records
- Examined Tank Integrity Form (Attach)
- Observed liquid level below operating depth
- Examined empty (pumped) tanks(s)
- Probed outside tank(s) for "black soil"
- Unable to verify (See Comments/Explanation)
- Other methods not listed (See Comments/Explanation)

3. Other Compliance Conditions -- Compliance component #3 of 5

- a. Maintenance hole covers are damaged, cracked, unsecured, or appear to be structurally unsound. Yes* No Unknown
- b. Other issues (electrical hazards, etc.) to immediately and adversely impact public health or safety. Yes* No Unknown
**System is an imminent threat to public health and safety.*

Explain:

- c. System is non-protective of ground water for other conditions as determined by inspector. Yes* No
**System is failing to protect groundwater.*

Explain:

Property address: 9286 84th Street N., Stillwater, MN. 55082

Inspector Initials/Date: CDZ 7/7/2014
(mm/dd/yyyy)

4. Soil Separation – Compliance component #4 of 5

Date of installation: 8/1/1976 Unknown
(mm/dd/yyyy)
Shoreland/Wellhead protection/Food beverage lodging? Yes No

Compliance criteria:

For systems built prior to April 1, 1996, and not located in Shoreland or Wellhead Protection Area or not serving a food, beverage or lodging establishment: Yes No
Drainfield has at least a two-foot vertical separation distance from periodically saturated soil or bedrock.

Non-performance systems built April 1, 1996, or later or for non-performance systems located in Shoreland or Wellhead Protection Areas or serving a food, beverage, or lodging establishment: Yes No
Drainfield has a three-foot vertical separation distance from periodically saturated soil or bedrock.*

"Experimental", "Other", or "Performance" systems built under pre-2008 Rules; Type IV or V systems built under 2008 Rules (7080.2380 or 7080.2400 (Advanced Inspector License required) Yes No
Drainfield meets the designed vertical separation distance from periodically saturated soil or bedrock.

Any "no" answer above indicates the system is failing to protect groundwater.

Verification method(s):

Soil observation does not expire. Previous soil observations by two independent parties are sufficient, unless site conditions have been altered or local requirements differ.

- Conducted soil observation(s) (Attach boring logs)
- Two previous verifications (Attach boring logs)
- Not applicable (Holding tank(s), no drainfield)
- Unable to verify (See Comments/Explanation)
- Other (See Comments/Explanation)

Comments/Explanation:

Indicate depths or elevations

A. Bottom of distribution media	95.3'
B. Periodically saturated soil/bedrock	96.7'
C. System separation	-1.4'
D. Required compliance separation*	2.0'

*May be reduced up to 15 percent if allowed by Local Ordinance.

5. Operating Permit and Nitrogen BMP* – Compliance component #5 of 5 Not applicable

Is the system operated under an Operating Permit? Yes No If "yes", A below is required

Is the system required to employ a Nitrogen BMP? Yes No If "yes", B below is required

BMP = Best Management Practice(s) specified in the system design

If the answer to both questions is "no", this section does not need to be completed.

Compliance criteria

- a. Operating Permit number: _____ Yes No
Have the Operating Permit requirements been met?
- b. Is the required nitrogen BMP in place and properly functioning? Yes No

Any "no" answer indicates Noncompliance.

Upgrade Requirements (Minn. Stat. § 115.55) An imminent threat to public health and safety (TPHS) must be upgraded, replaced, or its use discontinued within ten months of receipt of this notice or within a shorter period if required by local ordinance. If the system is failing to protect ground water, the system must be upgraded, replaced, or its use discontinued within the time required by local ordinance. If an existing system is not failing as defined in law, and has at least two feet of design soil separation, then the system need not be upgraded, repaired, replaced, or its use discontinued, notwithstanding any local ordinance that is more strict. This provision does not apply to systems in shoreland areas, Wellhead Protection Areas, or those used in connection with food, beverage, and lodging establishments as defined in law.

LOGS OF SOIL BORINGS

Location of Project Terry Aske, 9285 84th Street N., Stillwater, MN. 55082

Borings Made by Chris Zierke

Date: 7/7/14

Hand bucket auger used for borings; USDA - SCS Soil Classification used.

Depth, In Feet	Boring Number 1
0-----	
0-18"	Fill soil
18-30"	Dark-brown sandy loam(10YR-3/3)
30-36"	Dark yellowish-brown sandy loam(10Y R-4/4)
36-48"	Dark yellowish-brown loamy sand(10Y R-4/4), iron-stains & light-gray mottles below 40"

End of boring at 4 feet.
 Standing water table:
 Present at _____ feet of depth, _____ hours after boring.
 Standing water not present in hole .
 Mottled Soil:
 Observed at 40" feet of depth.
 Mottled soil not present in bore hole .
 Comments:

Depth, In Feet	Boring Number 2
0-----	
0-6"	Dark-brown sandy loam(3/3)
6-30"	Dark y-brown sandy loam(4/4), iron-st. & light-gray mottles below 24"
30-36"	Dark yellowish-brown clay loam(10YR -4/4), iron-st., light-gray mottles

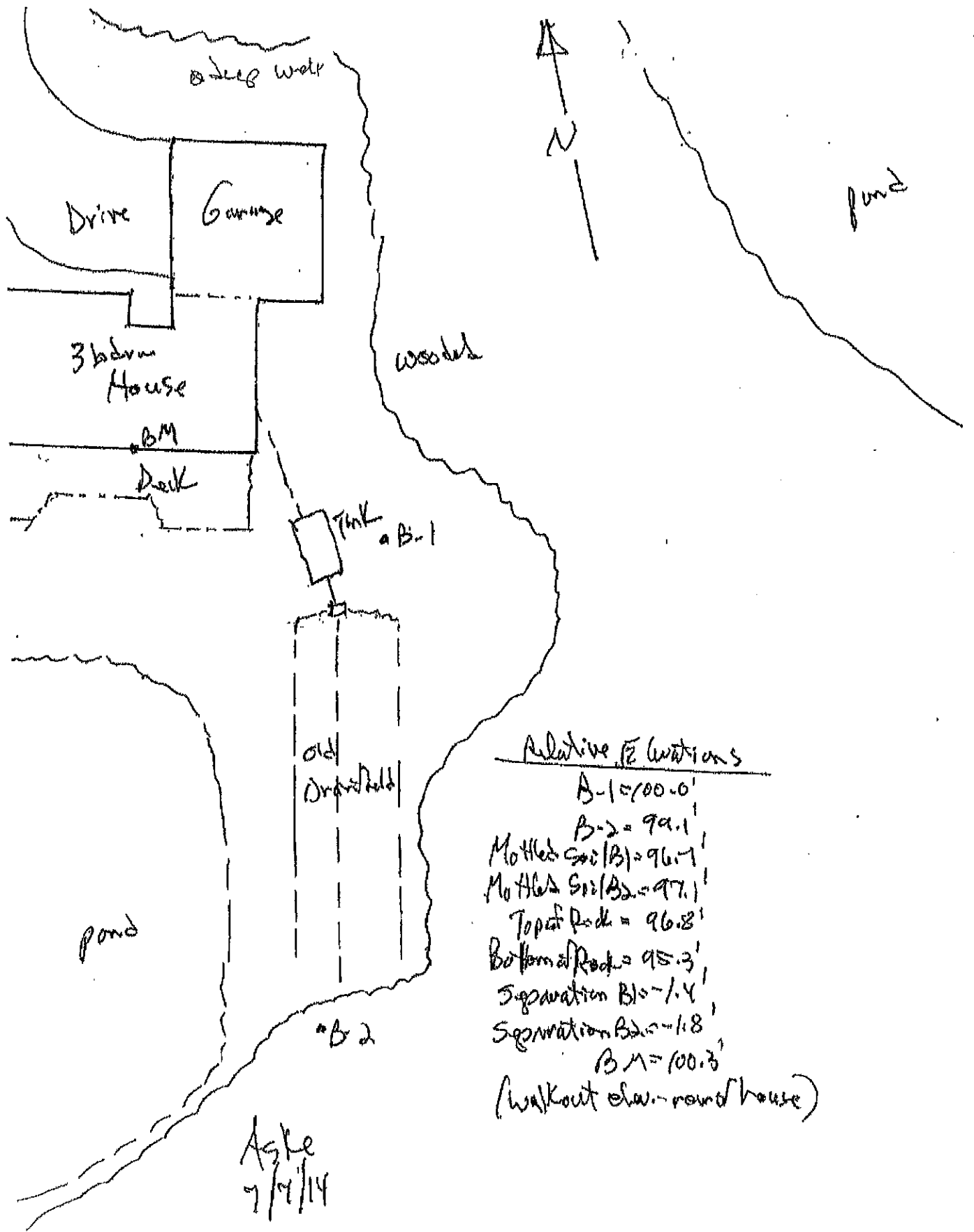
End of boring at 3 feet.
 Standing water table:
 Present at _____ feet of depth, _____ hours after boring.
 Standing water not present in hole .
 Mottled Soil:
 Observed at 2 feet of depth.
 Mottled soil not present in bore hole .
 Comments:

Depth, In Feet	Boring Number 3
0-----	

End of boring at _____ feet.
 Standing water table:
 Present at _____ feet of depth, _____ hours after boring.
 Standing water not present in hole .
 Mottled Soil:
 Observed at _____ feet of depth.
 Mottled soil not present in bore hole .
 Comments:

Depth, In Feet	Boring Number 4
0-----	

End of boring at _____ feet.
 Standing water table:
 Present at _____ feet of depth, _____ hours after boring.
 Standing water not present in hole .
 Mottled Soil:
 Observed at _____ feet of depth.
 Mottled soil not present in bore hole .
 Comments:



Relative Elevations
 B-1 = 100.0'
 B-2 = 99.1'
 Mottled Soil (B-1) = 96.7'
 Mottled Soil (B-2) = 97.1'
 Top of Rock = 96.8'
 Bottom of Rock = 95.3'
 Separation B1 = 1.4'
 Separation B2 = 1.8'
 BM = 100.3'
 (walkout elev. - round house)

Zierke Soil Testing
27072 Flintwood Circle
Wyoming, MN 55092
651-462-2294

<i>Customer Name</i> <i>Terry Aske</i>
--

9285 84th Street N.

Stillwater

MN.

55082

Site Evaluation, Septic System design, and Compliance
Inspection

\$700.00

Payment upon Receipt



Z ierke

S oil

T esting



Zierke Soil Testing

27072 Flintwood Circle
Wyoming, MN 55092
MPCA Certification #00998
Phone (651) 462-2294

Name: Terry Aske

Date: 07/08/14

Address: 9285 84th Street N., Stillwater, MN. 55082

Location: 2.5 acre parcel, Rolling Oaks, Section 22, City of Grant, Washington County
Soil Type- Demontreville loamy fine sand

Test area should be staked out and roped off to keep construction traffic away from site.

This testing information should be submitted to the proper authority for approval.

Percolation Test Data Sheet

Name: Terry Aske Address: 9285 84th St.N., Stillwater, MN, 55082

Location: 2.5 acres, Rolling Oaks, Sec. 22, City of Grant, Washington Co. Date: 7/8/14

Method of scratching sidewall: 1x 2 with nails. Depth of pea-sized gravel in bottom of hole: 2"

Date and hour of initial water filling: 7/7/14 10:10am. filled with 12" of water above hole bottom.

Method used to maintain at least 12" of water: automatic siphon

8" maximum water depth above hole bottom during test. Readings by Chris Zierke on date: 7/8/14

Percolation Test # 1

Depth to bottom of hole 12 inches
Diameter of hole 6 inches

Soil data from test hole:

Depth, Inches	Soil Texture
<u>0-12"</u>	<u>Sandy loam</u>

Time, minutes	Time Interval	Measurement, inches	Drop, inches	Perc Rate, min./inch
8:08		6 1/8"		
8:25	17 min	3 1/4"	2 7/8"	5.9
8:26		6 1/8"		
8:43	17 min	3 1/8"	3"	5.7
8:44		6 1/4"		
9:01	17 min	3 3/8"	2 7/8"	5.9

Percolation Rate = 6 minutes per inch.

Percolation Test # 2

Depth to bottom of hole 12 inches
Diameter of hole 6 inches

Soil data from test hole:

Depth, Inches	Soil Texture
<u>0-12"</u>	<u>Sandy loam</u>

Time, minutes	Time Interval	Measurement, inches	Drop, inches	Perc Rate, min./inch
7:52		7 3/4"		
8:12	20 min	3 5/8"	4 1/8"	4.85
8:13		7 3/4"		
8:33	20 min	3 3/4"	4"	5.0
8:54		7 5/8"		
8:54	20 min	3 5/8"	4"	5.0

Percolation Rate = 5 minutes per inch.

LOGS OF SOIL BORINGS

Location of Project Terry Aske, 2.5 acres, Rolling Oaks, Sec. 22, City of Grant, Washington Co.
 Borings Made by Chris Zierke Date: 7/7/14
 Hand bucket auger used for borings; USDA - SCS Soil Classification used.

Depth, In Feet	Boring Number 1
0-----	
0-6"	Dark-brown sandy loam(10YR-3/3)
6-18"	Dark yellowish-brown sandy loam(10YR-4/4)
18-42"	Dark yellowish-brown sandy loam(10YR-4/4)
42-48"	Brown clay loam(7.5YR-5/6), iron-st., light-gray mottles

End of boring at 4 feet.
 Standing water table:
 Present at feet of depth, hours after boring.
 Standing water not present in hole .
 Mottled Soil:
 Observed at 3.5 feet of depth.
 Mottled soil not present in bore hole .
 Comments:

Depth, In Feet	Boring Number 2
0-----	
0-6"	Dark-brown sandy loam(3/3)
6-20"	Dark y-brown sandy loam(4/4)
20-36"	Brown loam(7.5YR-5/6), iron-st., light-gray mottles

End of boring at 2 feet.
 Standing water table:
 Present at feet of depth, hours after boring.
 Standing water not present in hole .
 Mottled Soil:
 Observed at 20" feet of depth.
 Mottled soil not present in bore hole .
 Comments:

Depth, In Feet	Boring Number 3
0-----	
0-8"	Dark-brown sandy loam(3/3)
8-20"	Dark y-brwon sandy loam(4/4)
20-24"	Brown loam(5/6), iron-st., light-gray mottles

End of boring at 2 feet.
 Standing water table:
 Present at feet of depth, hours after boring.
 Standing water not present in hole .
 Mottled Soil:
 Observed at 20" feet of depth.
 Mottled soil not present in bore hole .
 Comments:

Depth, In Feet	Boring Number 4
0-----	
0-6"	Dark-brown sandy loam(3/3)
6-24"	Dark y-brown sandy loam(4/4)
	obstruction

End of boring at 2 feet.
 Standing water table:
 Present at feet of depth, hours after boring.
 Standing water not present in hole .
 Mottled Soil:
 Observed at feet of depth.
 Mottled soil not present in bore hole .
 Comments:

**MOUND SYSTEM DESIGN
INDIVIDUAL SEWAGE TREATMENT SYSTEM**

WASHINGTON COUNTY HEALTH, ENVIRONMENT & LAND MANAGEMENT
14900 N. 61ST STREET, P.O. BOX 3803, STILLWATER, MN 55082-3803
651/430-6708 OR 651/430-6656 FAX 651/430-6730

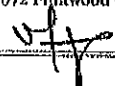
Owner's Name Ferry Aske Job Site Address 9285 84th Street N., Stillwater, MN. 55082 City or Township Sec. 22, City of Grant Use of Building single family-residential
--

Design Flow Rate 450 gpd Required Tank Sizes 1000 Gallons Rock Bed Width 10'	and	Land Slope 5 Percent 1000 Gallons Rock Bed Length 45' Depth of Clean Sand Fill at Upslope Edge of Rock Layer 1.5 Feet Minimum Length of Dike 67 Feet
Required Absorption Width 20 Feet Minimum Downslope Dike Width After Accounting for the Absorption Area 10 Feet Minimum Upslope Dike 11 Feet		Minimum Length of Dike 67 Feet
Any Other Special Conditions Installer to inspect existing tank for integrity-replace if necessary, Homeowner will need a variance from wetland setback. Management plan requires pumping of septic tank every three years, or as needed.		

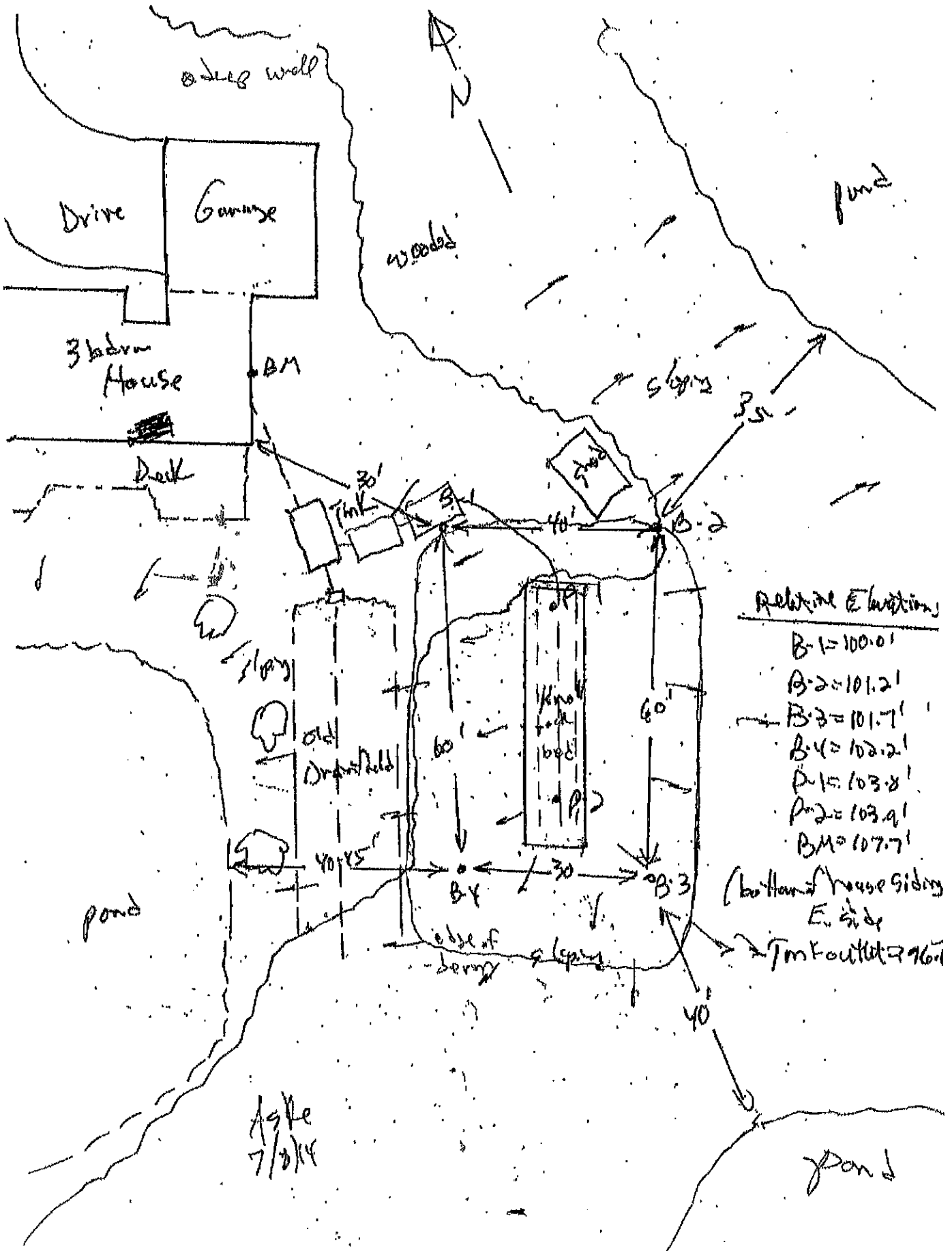
IF PRESSURE DISTRIBUTION IS USED, COMPLETE THE PRESSURE DISTRIBUTION WORK SHEET ATTACHED.

This design must be accompanied by a site plan that clearly shows the location of the area tested and approved by the following (MOUND SYSTEMS SITE PLANS MUST CLEARLY SHOW THE LOCATION OF THE MOUND):

1. Use an appropriate scale and indicate direction by use of a north arrow.
2. Show ALL property boundaries, rights-of-way, easements, wetlands. If necessary, an enlarged detail of the house site may also be required.
3. Show location of house, garage, driveway and all other improvements existing or proposed.
4. Show location and layout of sewage treatment system.
5. Show location of water supply (well and/or community supply line).
6. Dimension all setbacks and separation distances.

This system has been designed by a Pollution Control Agency (PCA) Certified Professional.	
Designer Name: Chris Zierke	PCA Certification # 00998 (Lic. 119)
Address: 27072 Flintwood Circle Wyoming, MN 55092	Phone # (651) 462-2294
Signature 	Date 07/08/14

An Equal Employment Opportunity/Affirmative Action Employer
If You Need Assistance Due to Disability or Language Barrier, Please Call 430-6656 OR 430-6708 (TDD 439-3220)



Relative Elevations

B-1	= 100.0'
B-2	= 101.2'
B-3	= 101.7'
B-4	= 102.2'
P-1	= 103.8'
P-2	= 103.9'
BM	= 107.7'

(bottom of house siding E. side)
Tm Outlet = 960'

Aske
7/2/14

MOUND DESIGN WORKSHEET
(For Flows up to 1200 gpd)

A. FLOW

Estimated 450 gpd (see pages D-7 or I-3,4,5)
Or measured gpd.

B. SEPTIC TANK LIQUID VOLUMES

2000 Gallons (see pages C-3 or C-5)

C. SOILS (refer to site evaluation)

1. Depth to restricting layer = 20 inches
2. Depth of percolation tests = 12 inches
3. Percolation rate 6 mpi
4. Land slope 5-6 %

D. ROCK LAYER DIMENSIONS

1. Multiply flow rate by 0.83 to obtain required area of rock layer: $A \times 0.83 =$
 $450 \text{ Gpd} \times 0.83 \text{ sq. ft./gpd} = 450 \text{ sq. ft.}$
2. Select width of rock layer (10 feet or less) = 10 ft.
3. Length of rock layer = area + width =
 $450 \text{ Sq. ft.} \div 10 \text{ ft.} = 45 \text{ ft}$

E. ROCK VOLUME

1. Multiply rock area by rock depth to get cubic feet of rock;
 $450 \text{ Sq. ft.} \times 1 \text{ ft.} = 450 \text{ cu.ft}$
2. Divide cu. Ft. by 27 cu. Ft./cu. Yd. To get cubic yards;
 $450 \text{ Cu ft.} \div 27 = 17 \text{ cu. Yd.}$
3. Multiply cubic yards by 1.4 to get weight of rock in tons
 $17 \text{ Cu. Yd} \times 1.4 \text{ ton/cu. Yd.} = 23 \text{ tons.}$

F. ADSORPTION WIDTH

1. Percolation rate in top 12 inches of soil is 6 mpi
2. Select allowable soil loading rate from tables on page E-16; 0.60 gpd/ft²
3. Calculate adsorption width ratio by dividing rock layer loading rate of 1.20 gpd/ft² by allowable soil loading rate; $1.2 \text{ gpd/ft}^2 \div 0.60 \text{ gpd/ft}^2 = 2.0$
4. Multiply adsorption width ratio by rock layer width to get required adsorption width;
 $2.0 \times 10 \text{ ft} = 20 \text{ ft}$

Sizing of Pump Station

1. Determine Surface Area

Rectangle = Area = L x W
 $9.4 \times 4.5 = 42.3$ square feet

Circle = Area = $\pi \times (\text{Radius})^2$
 $3.14 \times \quad \times \quad = \quad$ square feet

Other = Get Surface Area from Manufacturer
Square feet

2. Calculate Gallons Per Inch

There are 7.5 gallons per cubic foot of volume, therefore you must multiply the area times the conversion factor and divide by 12 inches per foot to calculate gallons per inch

Area x 7.5 ÷ 12
 $42.3 \times 7.5 \div 12 = 26.4$ gallons/inch

3. Calculate Gallons to Cover Pump (with 2 inches of water covering pump)

(Height(in) + 2 inches) x gallons/inch
 $(16 + 2) \times 26.4 = 475$ gallons

4. Calculate Total Pumpout Volume

A. To maximize pump life select sump size for 4 to 5 pump operations per day.
 $450 \text{ Gpd} \div 4 = 113$ gallons per dose

B. Calculate drainback

a. Determine total pipe length, 40 feet

b. Determine liquid volume of pipe, 17.4 gallons per 100 feet. (see page F-13)

c. Multiply length by volume: Drainback quantity =
 $40 \text{ Feet} \times 17.4 \text{ gallons} \div 100 \text{ ft} = 7$ gallons.

C. Total pump out volume equals dose volume + drainback.
 $113 \text{ Gallons per dose} + 7 \text{ gallons} = 120 \text{ Total Gallons}$

5. Calculate Volume for Alarm (typically 2 to 3 inches)

Depth (in) x gallons/inch =
 $3 \times 26.4 = 79$ gallons

6. Calculate Reserve Capacity (75% the daily flow)

Daily flow (see page D-7) x .75 =
 $0 \times .75 = 0$ gallons

7. Calculate total gallons

Gallons over pump + gallons pumpout + gallons alarm + gallons reserve
 $3 + 4 + 5 + 6$

$475 + 120 + 79 + 0 = 674$ gallons

8. Total Depth (Total gallon divided by gallon per inch)

Total Gallon ÷ gallon/inch
 $674 \div 26.4 = 25.5$ inches

9. Float Separation Distance (equal Total pumpout volume)

Total pumpout volume ÷ gallons/inch
 $120 \div 26.4 = 4.5$ inches

Pump Selection Procedure

A. Determine pump capacity:

Gravity Distribution

1. Minimum suggested is 600 gallons per hour (10 gpm) to stay ahead of water use rate.
2. Maximum suggested for delivery to a drop box of a home system is 2,700 gallons per hour (45 gpm) to prevent build-up of pressure in drop box.

Pressure Distribution

- 3.a. Select number of perforated laterals 3
- b. Select perforation spacing = 3 feet.
- c. Subtract 2 ft. from the rock layer length:
 $45 - 2\text{ ft} = 43\text{ ft}$
rock layer length
- d. Determine the number of spaces between perforations.
Length perforation spacing = 43 ft, + 3 ft, = 14 spaces.
- e. $14\text{ spaces} + 1 = 15\text{ perforations/lateral}$
- f. Multiply perforations per lateral by number of laterals to get total number of perforations.
 $15 \times 3 = 45\text{ perforations}$
laterals per/lateral
- g. $45 \times 0.74 = 34\text{ gpm}$
perfs gpm/perf

SELECTED PUMP CAPACITY 34 gpm

B. Determine head requirements:

1. Elevation difference between pump and point of discharge: 15 feet.
2. If pumping to a pressure distribution system, five feet for pressure required at manifold if gravity system, zero. 5 feet
3. Friction Loss
 - a. Refer friction loss table with gpm and pipe diameter.
Read friction loss in feet per 100 feet from table.
 $F.L. = 2.0\text{ ft}/100\text{ ft of pipe}$
 - b. Determine total pipe length from pump to discharge point. Add 25 percent to pipe length for fitting loss, or use a fitting loss chart. Equivalent pipe length - 1.25 times pipe length =
 $40 \times 1.25 = 50\text{ feet}$
 - c. Calculate total friction loss by multiplying friction loss in ft/100 ft by equivalent pipe length.
Total friction loss = $2 \times 50 + 100 = 1\text{ foot}$
4. Total head required is the sum of elevation difference, special head requirements, and total friction Loss.
 $15 + 5 + 1$
(1) (2) (3c)

TOTAL HEAD 21 feet

C. Pump selection

1. A pump must be selected to deliver at least 34 gpm (Step A) with at least 21 feet of total head (Step B).

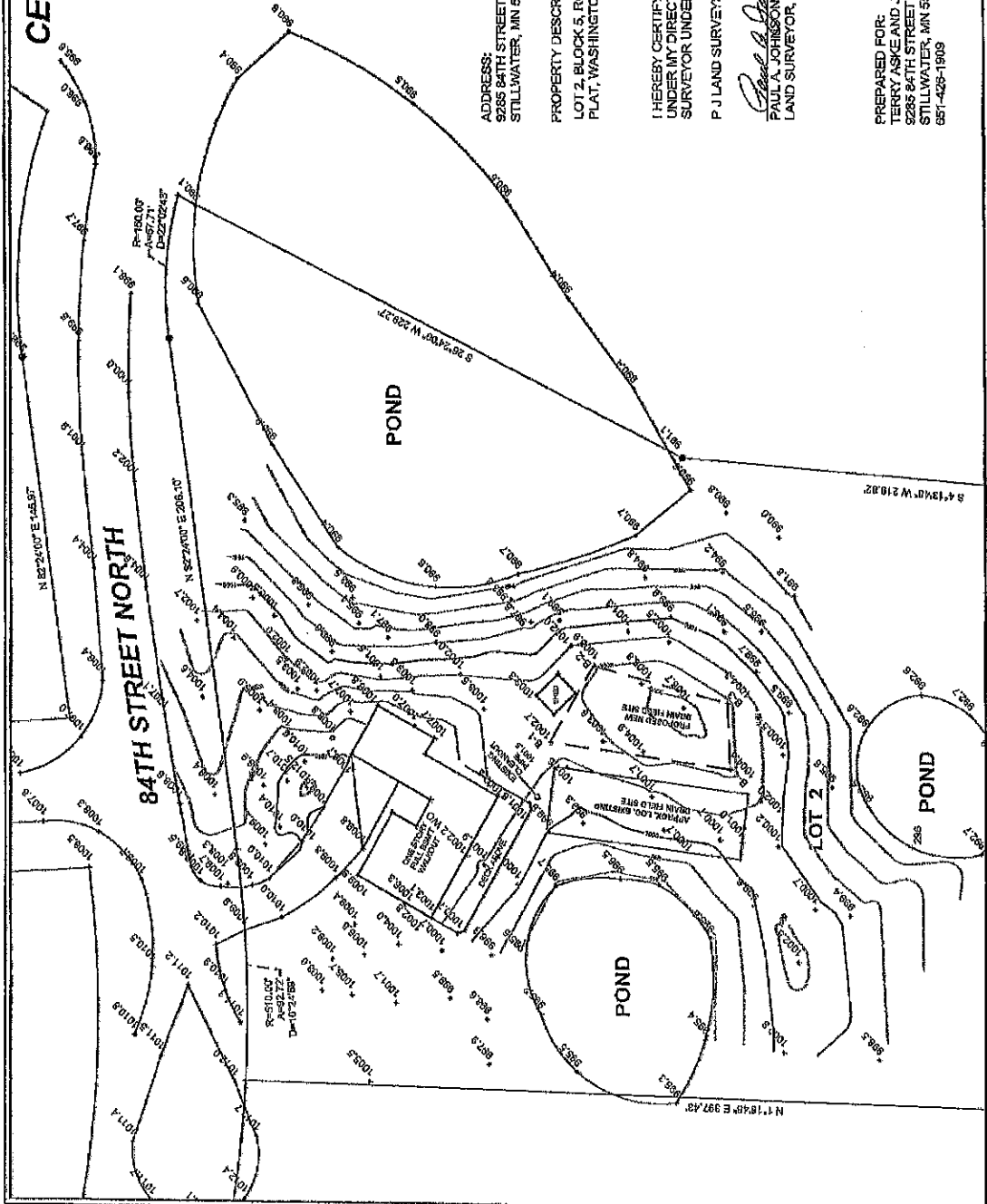
G. DOWNSLOPE BERM WIDTH

1. If landslope is 1% or more, subtract rock layer width from adsorption width to obtain minimum downslope berm toe $20 \text{ ft} - 10 \text{ ft} = 10 \text{ feet}$
2. Calculate Minimum mound size
 - a. Determine depth of clean sand fill at upslope edge of rock layer:
Separation $3' - 1.5 \text{ ft} = 1.5 \text{ feet}$
 - b. Add depth of clean sand for separation (2a) at upslope edge, depth of rock layer (1 foot) to depth of cover (1 foot) to find the mound height at the upslope edge of rock layer;
 $1.5 \text{ Ft} + 1 \text{ ft} = 2.5 \text{ feet}$
 - c. Enter table with landslope and upslope berm ratio. Select berm multiplier of 3.33.
 - d. Multiply berm multiplier by upslope mound height to find upslope berm width;
 $2.5 \times 3.33 = 11 \text{ feet}$
 - e. Multiply rock layer width by landslope to determine drop in elevation:
 $10 \times 5 = 0.5 \text{ feet}$
 - f. Add depth of clean sand for slope difference (2e) at downslope edge, to the mound height at the Upslope edge of rock layer (2d) to find the downslope height
 $2.5 + 0.5 = 3.0 \text{ feet}$
 - g. Enter table with landslope and downslope berm ratio. Select berm multiplier of 5.0
 - h. Multiply berm multiplier by downslope mound height to get downslope berm width
 $3.0 \times 5.0 = 15 \text{ feet}$
 - i. Compare the values of step G.1 10 and Step G.2h 20.
Select the greater of the two values as the downslope berm width: 20 feet
 - j. Total mound width is the sum of upslope berm (G.2d) width plus rock layer width (D.2) plus
Downslope berm width (G.2i);
 $11 \text{ Ft} + 10 \text{ ft} + 20 = 41 \text{ feet}$
 - k. Total mound length is the sum of upslope berm width (G.2d) plus rock layer length (D.3)
Plus upslope berm width (G.2d);
 $11 \text{ Ft} + 45 \text{ ft} + 11 = 67 \text{ feet}$

FINAL DIMENSIONS:

41' X 67'

CERTIFICATE OF SURVEY



ADDRESS:
9285 84TH STREET NORTH
STILLWATER, MN 55082

PROPERTY DESCRIPTION
LOT 2, BLOCK 5, ROLLING OAKS, ACCORDING TO THE RECORDED
PLAT, WASHINGTON COUNTY, MINNESOTA

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR
UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED LAND
SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
P. J. LAND SURVEYING, LLC DATED: SEPTEMBER 17, 2014

Paul A. Johnson
PAUL A. JOHNSON
LAND SURVEYOR, MN LIC. NO. 10938

PREPARED BY:
P. J. LAND SURVEYING, LLC
12510 MCKUSICK ROAD NORTH
STILLWATER, MN 55082
651-303-0025

PREPARED FOR:
TERRY ASKE AND JANET EITREIM
957-428-1909

ECKBERG LAMMERS
MEMORANDUM

To: Honorable Mayor Tom Carr & Grant City Council
From: Thomas Lehmann
Date: September 22, 2014
Re: Sederstrom v. Tom Carr, Jeff Huber, Tina Lobin, et al.
Case No.: 82-CV-13-4629
Our File No.: 01200-24307

This Memorandum is provided for the purpose of summarizing the litigation which has taken place between Loren Sederstrom, the City of Grant, Tom Carr, Jeff Huber and Tina Lobin. The result of the litigation was an outright dismissal of all claims against Tom Carr, Jeff Huber and Tina Lobin. The case also resulted in the sanctioning of Plaintiff, Loren Sederstrom. Finally, on June 16, 2014, an Order was issued by the Court directing the City to perform certain ministerial acts regarding the Minnesota Governmental Data Practices Act and Open Meetings Law

December 27, 2013 - Outright Dismissal of all Individual Parties

Initially, Mr. Sederstrom filed a lawsuit against Tom Carr, Jeff Huber and Tina Lobin as well as the City of Grant. The claims alleged the individuals violated the open meeting law by holding a secret meeting at which the public was not notified. Mr. Sederstrom also alleged the City of Grant violated the open meeting laws by not having materials available to the general public at the council meeting in January.

Upon receipt of the Complaint, the City immediately filed an Answer denying all allegations. It also notified Mr. Sederstrom that his lawsuit was frivolous and filed in bad faith.

The City then filed a motion to have the case dismissed and Mr. Sederstrom sanctioned for his frivolous and baseless allegations. A hearing was held on December 27, 2013. Judge Hoffman agreed with the City's position that the individual defendants - Tom Carr, Jeff Huber and Tina Lobin - should be dismissed. Judge Hoffman dismissed them at that hearing without any findings of liability or wrongdoing. At the December 27, 2013 hearing, Judge Hoffman stated on the record that there was absolutely no information to show any violation of the open meeting law. He went on to state that even if there had been a meeting, because Ms. Lobin was not even on the Council at the time, all three individuals could meet to discuss anything they wanted without violating the law.

The Judge ordered the lawyers to meet with an expert on open meeting laws to see if there was a way that something could be proposed addressing procedures for informing the public on the open meeting laws and data practice requests.

Tom Carr and myself met with Mr. Gemberling at our office. Mr. Sederstrom and his lawyer were in attendance as well. Both Mr. Carr and I maintained that the City did not do anything wrong and that the City was aware of its legal obligations under the open meeting law. However, in the spirit of trying to end the litigation against the City we did agree to participate in the meeting.

As a way of resolving the matter against the City, Mr. Gemberling made a suggestion of having the City Clerk / Administrator report on open meeting law requirements at an upcoming meeting for the benefit of the citizens of Grant. Mr. Gemberling explained that he is aware other cities do this in the ordinary course of business (have the clerk report on attendance at conferences and what was learned from the attendance). Mr. Carr and I did not indicate a willingness to accept this as a resolution.

After a discussion with the City Clerk / Administrator, Mr. Carr and I reported back to Mr. Gemberling that the City Clerk / Administrator on a one-time basis might be willing to report about her attendance at a League of Minnesota Cities conference that addressed new rules or regulations about open meeting laws. I also indicated that we could prepare a pamphlet that would be available at the council meetings regarding data requests and open meeting law information. However, as a result of Mr. Sederstrom's demand for the withdrawal of the City's Motion for Sanctions against him, the parties were unable to reach a resolution at the meeting with Mr. Gemberling.

May 30, 2014 Hearing – City's Motion for Sanctions against Sederstrom

The matter then went back to Court on May 30, 2014 on the City's request for sanctions against Mr. Sederstrom and dismissal of the City on the claim of violating the open meeting law. Mr. Sederstrom asked the Court to deny the City's request for sanctions. Both were asked at the hearing what the status was following the meeting with Mr. Gemberling.

Monetary Sanctions Against Mr. Sederstrom

By Order of the Court, Judge Hoffman dismissed the remaining claim against the City and sanctioned Mr. Sederstrom. In sanctioning Mr. Sederstrom, the Judge concluded the Complaint against the individual defendants and the City was frivolous and baseless. Under Rule 11 of the Minnesota Rules of Civil Procedure, a party filing a lawsuit or responding to a lawsuit must certify among other things that the matter is not being presented for any improper purpose; the claims are valid, and that there is factual support for the claims. Legal sanctions are an important means by which society discourages future misconduct. *Katun Corp. v. Clarke*, 484 F.3d 972, 976 (8th Cir.2007). We impose sanctions . . . to protect the public, to guard the administration of justice, and to deter future misconduct. *In re Jensen*, 418 N.W.2d 721, 722 (Minn.1988). The purpose of sanctions is to protect the public, to protect the judicial system, and to deter future misconduct by the disciplined attorney as well as by other attorneys. *In re Daffer*, 344 N.W.2d

382, 385 (Minn.1984). The "fundamental purpose" of imposing sanctions is deterrence. *Gibson v. Coldwell Banker Burnett*, 659 N.W.2d 782, 790 (Minn.App.2003) (quoting *Uselman v. Uselman*, 464 N.W.2d 130 (Minn.1990). The purpose of sanctions is to deter baseless litigation, frivolous claims and defenses, harassment and other "unnecessary delay or needless increase in the cost of litigation." Minn.Stat. § 549.21, subd. 2; *Uselman v. Uselman*, 464 N.W.2d 130, 142 (Minn.1990).

The sanction against Mr. Sederstrom is significant - not only for the reasons set forth above, but also to deter him from pursuing future litigation against the City. Even if the time period passes as set forth in Judge Hoffman's Order, every time Mr. Sederstrom brings an action, any attorney will be able to argue that Mr. Sederstrom has been sanctioned in the past for his frivolous conduct.

cc: Kim Points, City Clerk / Administrator
Nick Vivian



**ECKBERG
LAMMERS**
ATTORNEYS AT LAW

www.eckberglammers.com

Writer's Direct Dial:
(651) 379-3080

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

September 22, 2014

Honorable Mayor and City Council
City of Grant
P O Box 577
Willernie, MN 55090

Re: City of Grant
Our File No: 01200-14456

Dear Mayor and City Council:

On August 19, 2014, the City received a complaint regarding the placement of the Petition for Referendum to Discharge the Charter Commission on the ballot and identifying several ancillary concerns. On August 20, 2014, the complaint was forwarded to our office by Administrator / Clerk Kim Points, in accordance with the City's Complaint Policy.

We have reviewed the complaints and concerns raised therein and find the complaints to be wholly unsupported by the facts cited and completely lacking in legal basis. Enclosed for your review, please find a Memo dated September 10, 2014, drafted by Attorney Ben Klocke of this office, analyzing two concerns raised by the letter, specifically regarding the qualification of election judges and a council member's authority for executing the Petition to Discharge the Charter Commission. In both circumstances, there is no basis to disqualify any of the election judges, nor is there any basis for a Councilmember to be precluded from executing the Petition.

Accordingly, the complaint is without merit or substance and no formal action will be taken at this time. Should you have any further questions regarding the complaint, or the City's compliance with the law with respect to the Petition for Discharge of the Charter Commission, please contact me.

Sincerely,

/s/

Nicholas J. Vivian

NJV/sms
Enclosure
Cc: City of Grant

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

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

ECKBERG LAMMERS
MEMORANDUM

TO: Nick Vivian
FROM: Ben Klocke
DATE: September 10, 2014
RE: City of Grant – Charter Commission Election

As discussed, I reviewed (i) whether an advocate for an amendment to disband a charter commission is qualified to be an election judge and (ii) whether a city council member may execute a petition to disband a charter commission, and the results are summarized below:

Qualification of Election Judges

Minnesota Statutes Section 204B.19 sets forth the qualification of election judges, and certain criteria in which judges are disqualified. Specifically, the statute provides that any eligible voter is qualified to be an election judge unless such individual:

- (1) is unable to read, write, or speak the English language;
- (2) is the spouse, parent, child, including a stepchild, or sibling, including a stepsibling, of any election judge serving in the same precinct or of any candidate at that election (except that such judge may serve as election judges provided they serve on separate shifts that do not run concurrently); or
- (3) is a candidate at that election.

Id. Furthermore, Minnesota courts have not expanded on the disqualifying circumstances set forth in the foregoing statute. Accordingly, an advocate for an amendment to disband a charter commission, without more, is qualified to be an election judge.

City Council Member Execution of Petition to Disband a Charter Commission

Minnesota Statutes Section 410.05 provides that any registered voter may sign a petition to discharge a charter commission, without exception, and Minnesota courts have not limited or otherwise modified the right of a registered voter to sign a petition in its individual capacity. In the absence of a statutory prohibition, and in light of a strong public policy for allowing registered voters to act in their individual capacities, a city council member should be allowed to execute a petition to disband a charter commission.

ECKBERG LAMMERS
MEMORANDUM

To: Honorable Mayor & City Council
From: Nicholas J. Vivian
Date: September 16, 2014
Re: September 2, 2014 – Larry Lanoux Public Comment Remarks

Mayor & Council –

At the City Council meeting of September 2, 2014, Mr. Larry Lanoux made certain remarks during the public comment time period where he stated that the Office of the Attorney General of the State of Minnesota issued an opinion concluding the City of Grant had wrongfully excluded the Charter Commission from meeting in its chambers. I recently had an opportunity to review a copy of the August 27, 2014 letter provided by the Office of the Attorney General to Mr. Lanoux, and the letter contains no such conclusions.

First, the letter is directed to Mr. Lanoux by a Legal Assistant from the Office of the Attorney General. The August 27, 2014 letter is executed by Laura Flanders who identifies her title as Legal Assistant. The letter is not from the Attorney General, nor is it from any of the Assistant Attorney Generals who work for the office. Rather, it is provided by a Legal Assistant who works in the office.

Second, the letter specifically notes that the Office of the Attorney General has no authority over the City and secondarily that Ms. Flanders cannot provide any legal assistance. Accordingly, the Office has no jurisdiction over the City of Grant.

Third, with respect to use of the Town Hall, Ms. Flanders indicates that cities should have content neutral regulations that govern time, place and manner and have criteria set for any description in granting the use of its property. A City has the right to let outside parties use city buildings so long as the use does not interfere with the City's purposes. Once a City allows non-city use of a public building, it cannot refuse to allow a group to use it because of the content of the speech or activity.

The letter makes no findings and reaches no conclusions as to whether the City appropriately excluded the Charter Commission from meeting at the Town Hall. However, the City's decision to exclude the Charter Commission from use of its Town Hall was based not on the content of the discussions taking place, but in the fact that the Charter Commission sought access to the City's audio-visual equipment and further that the Charter Commission sought to host the public with no City involvement or supervision. The City determined the proposed use would interfere

with its purposes and would create substantial risk to the City's primary public asset, the Town Hall. Contrary to Mr. Lanoux' statements, the Office of the Attorney General made absolutely no finding that the City Council violated the law by excluding the Charter Commission from meeting at its Town Hall.

Finally, Mr. Lanoux posed certain questions regarding election judges and the execution of the Petition Seeking the Referendum to Discharge the Charter Commission. Ms. Flanders identified Minnesota law as it relates to the appointment of election judges and as it relates to the discharge of a charter commission. Both Minnesota Statute § 410.05 and Minnesota Statute § 204B.19, Subd. 2, detail the process involved with the submission of the petition and the qualification of election judges. This office has relied on both statutes in issuing opinions determining that City Council members and Charter Commission members can participate in this process and that the City election judges are qualified to continue in their existing capacities.

While Mr. Lanoux accurately stated in September that he had a letter from the Office of the Attorney General, his comments regarding the City's compliance with the law, its treatment of the Charter Commission and the validity of the Petition, were not accurate. I enclose for your review a copy of the letter provided by Ms. Flanders and welcome any questions you may have.

NJV/sms
Enclosure



STATE OF MINNESOTA
OFFICE OF THE ATTORNEY GENERAL

LORI SWANSON
ATTORNEY GENERAL

August 27, 2014

102 STATE CAPITOL
ST. PAUL, MN 55155
TELEPHONE: (651) 296-6196

Mr. Larry Lanoux
9711 Keswick Avenue
Stillwater, MN 55082

Dear Mr. Lanoux:

I thank you for your correspondence received on August 19, 2014.

You state that in February 2013, a City of Grant ("City") Charter Commission was formed. You indicate that the city council did not allow the charter commission to meet in the City's public facility and the citizens were forced to find another meeting place. You state that a city charter is nearly completed, but the city council has accepted a petition to disband the charter commission and the question will be voted on in the November 2014 election. You ask if a charter commission member can serve as an election judge at an election where a question regarding the charter commission is on the ballot. You also ask if city council members and their spouses are allowed to sign and influence a petition to disband the charter commission.

While this Office does not have any authority over the City, and while I cannot give you legal advice, I can tell you the following, which I hope will be helpful:

First, generally, cities should have "content-neutral" approved ordinances that places restrictions that govern time, place, and manner, and have criteria set for any discretion in granting the use of its property. See *Purchase and Sale of Real Property* (page 14), a memorandum written by the League of Minnesota Cities (enclosed). A city has the right to let outside parties use city buildings so long as the use does not interfere with the city's purposes. See *Anderson v. City of Montevideo*, 162 N.W. 1073 (1917) (enclosed). Once a city allows non-city use of a public building, it cannot refuse to allow a group to use it because of the content of the speech or activity. See *Good News Club v. Milford Central School*, 202 F.3d 502 (2001) (enclosed). If the City has not adopted policy on the public use of a city building, you may want to contact the city attorney and suggest that the city council consider doing so.

Second, the requirements to discharge a charter commission are set out in statute. A charter commission in a statutory city may be discharged if a petition signed by registered voters equal in number to at least five percent of the registered voters in the city requesting a referendum to discharge the charter commission is filed with the city clerk. The election must be held on the issue at a general election or a special election pursuant to Minn. Stat. § 205.10 (enclosed). If a majority of the votes cast support the referendum, the charter commission shall be discharged and another commission may not be formed sooner than one year from the date of discharge. See Minn. Stat. § 410.05 (enclosed).

Mr. Larry Lanoux
August 27, 2014
Page 2

Finally, Minnesota law provides that to be appointed as an election judge, the individual must not be:

- (1) unable to read, write, or speak the English language;
- (2) the spouse, parent, child, including a stepchild, or sibling, including a stepsibling, of any election judge serving in the same precinct or of any candidate at that election; or
- (3) a candidate at that election.

See Minn. Stat. § 204B.19, subd. 2 (enclosed). It also provides that, except as otherwise provided in the charter, no person shall be disqualified from serving on a charter commission by reason of holding any other elective or appointive office other than judicial. See Minn. Stat. § 410.05, subd. 1. The Secretary of State is Minnesota's chief election official. The Secretary of State administers the State's voting and election laws. You have appropriately contacted that Office for questions pertaining to election judges.

I thank you again for your correspondence.

Sincerely,



LAURA FLANDERS
Legal Assistant

Enclosures: *Purchase and Sale of Real Property*
Anderson v. City of Montevideo
Good News Club v. Milford Central School
Minn. Stat. §§ 205.10, 410.05, 204B.19

ECKBERG LAMMERS
MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Nicholas J. Vivian
City Attorney

DATE: October 7, 2014

RE: Petition for Withdrawal of Signatures from Charter Commission Referendum
Petition

Last week, Mr. Larry Lanoux delivered to my office a binder titled, "Is the petition to remove the City of Grant Charter Commission Fraudulent or Valid?" The binder indicates copies were delivered to various governmental agencies and media outlets. Included in the binder is a request that signatures of 65 signors of the Petition Requesting a Referendum to Discharge the Grant Charter Commission be withdrawn, the Petition be declared invalid and the question removed from the November ballot.

For the reasons indicated in this Memorandum, the signatures cannot be withdrawn, the Petition will not be declared invalid and the question will remain on the November ballot.

This office has reviewed the question of whether a city council must remove a referendum question from a general election ballot to discharge a charter commission if a portion of the original petitioners request to withdraw their signature from the petition.

Minnesota Statutes Section 410.05, Subdivision 5(a)(2) provides as follows:

[I]f a petition signed by registered voters equal in number to at least five percent of the registered voters in the city requesting a referendum to discharge the charter commission is filed with the city clerk, an election must be held on the issue at a general election or a special election pursuant to section 205.10. If a majority of the votes cast support the referendum, the charter commission shall be discharged.

The express language of the statute provides that once the petition is presented to the city clerk, the election must be held on the issue. The statute does not expressly confer any discretion on the city clerk, nor does it provide a mechanism for withdrawal of any of the signatures.

Minnesota case law does provide some basis for the right of petitioners to withdraw their signature. See *In re Dissolution of School Dist. No. 33*, 239 Minn. 439, 60 N.W.2d 60 (Minn. 1959); *Meyer v. Village of Waite Park*, 152 N.W.2d (Minn. 1967). However, any right of a signer to withdraw his/her name from a petition ceases after the governing body has acted upon the petition.

The act required to make a petition-signature incapable of being withdrawn is not substantial, and courts have concluded the following minimal activities eliminate any such right of withdrawal: (i) calling a special term of court (*Miller v. Maier*, 161 N.W. 513, (Minn. 1917)), (ii) hiring an engineer to evaluate a drainage ditch (*Judicial Ditch No. 75*, 216 N.W. 229 (Minn. 1927)), and (iii) order of county superintendent of an election for school consolidation based on a petition (*Sullivan v. Joint Independent Consol. School Dist. No. 102*, 88 N.W.2d 1 (Minn. 1958)).

Here, the Petition Requesting a Referendum to Discharge the Grant Charter Commission was accepted by the City Clerk / Administrator. It was then reviewed and accepted by the City Council. The statutorily authorized Referendum was ordered to be included on the ballot, the ballot question drafted and the election ballots printed.

Based on these facts and existing Minnesota case law, the signatures cannot be withdrawn, the Petition will not be declared invalid and the question will remain on the November ballot.

City Council Report for September 2014

To: Honorable Mayor & City Council Members

From: Jack Kramer Building & Code Enforcement Official

Zoning Enforcement:

1. Dellwood Wedding Barns Venue 7373 -120th. St N. Violation of Conditional Use Permit.

a. The city has received two complaints regarding noise generated from two events noted on August 23, 2014 and August 30, 2014. The complaints indicate that when amplified music was being played the required barn doors were not closed as required by the CUP.

I sent letters dated August 26, 2014 and September 3, 2014 notifying the business owner of the complaints. The owner Mr. Jordan responded to the letters and agreed to comply with the requirements of the CUP.

I was not on site when the violations occurred, however sheriff's reports are on file for both violations.

In the event additional complaints are noted in the future I will respond as needed.

2. The city received a formal complaint regarding several possible sign violations noted throughout the city. I have been investigating the properties noted on the complaint and sending letters to the violators.

Building Permit Activity:

1. Twenty-Five (25) Building Permits were issued for a total of \$ 898,801.44.

Respectfully submitted,



Jack Kramer

Building & Code Enforcement Official

Grant Master Form		Permit Type	Name	Project Address	Date Issued	Valuation:	City Fee:	75% Plan CK Fe	Surcharge	Paid
Permit										

2014-115	Re-Roof	St. George	6123 Jasmine Ave. N.	8/19/2014	\$ 9,000.00	\$ 167.25	\$ 125.43	\$ -	\$ 4.50
2014-116	Windows Renewal	Renewal	10305 Hadley Ct. N.	8/19/2014	\$ 6,547.00	\$ 139.25	\$ 104.43	\$ -	\$ 3.27
2014-117	Ceiling Antenna's	MoGrow, Inc	6667 Keats Ave. N.	8/19/2014	\$ 20,000.00	\$ 331.25	\$ 248.43	\$ 215.31	\$ 10.00
2014-118	Re-Siding	Rosbach	9321 -107th. St. N.	8/20/2014	\$ 30,000.00	\$ 442.25	\$ 331.68	\$ -	\$ 15.00
2014-119	Remodeling	Wilke	8350 -80th. St. N.	8/21/2014	\$ 10,100.00	\$ 181.25	\$ 135.93	\$ -	\$ 5.05
2014-120	Waterproofing	Jonnes	11765-102nd St. N.	8/21/2014	\$ 2,530.00	\$ 83.25	\$ 62.43	\$ -	\$ 1.16
2014-121	HVAC Permit	Bissonnet	10311 Kismet Ave. N.	8/24/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00
2014-122	Plumbing	Jarson	10340 Jody Ave. Ct.	8/26/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00
2014-123	Gar/Office	Muntz	10121-83rd. St. N.	8/26/2014	\$ 500,000.00	\$ 3,233.75	\$ 2,425.31	\$ 2,101.93	\$ 250.00
2014-124	Re-Roof	Fisher	6363 Jamaica Ave. N.	8/27/2014	\$ 3,800.00	\$ 69.25	\$ 51.93	\$ -	\$ 1.00
2014-125	Re-Roof	Schmidt	11032-68th. St. N.	8/27/2014	\$ 16,000.00	\$ 265.12	\$ 198.84	\$ -	\$ 8.00
2014-126	Plumbing	Saterback	9087 Joffet Ave. N.	8/27/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00
2014-127	Re-Roof/Gar.	Ranten	6900 Jocelyn Lane N.	9/2/2014	\$ 1,200.00	\$ 69.25	\$ 51.93	\$ -	\$ 1.00
2014-128	Additions	Mason	11120 Lockridge Ct. N.	9/2/2014	\$ 75,000.00	\$ 818.75	\$ 614.06	\$ 532.18	\$ 37.50
2014-129	Pole Bldg.	Halbestad	8375-80th. St. N.	9/4/2014	\$ 76,500.00	\$ 832.75	\$ 624.56	\$ 541.28	\$ 38.25
2014-130	Shed	Neher	9220 Ivy Ave. N.	9/4/2014	\$ 14,000.00	\$ 237.25	\$ 177.93	\$ -	\$ 7.00
2014-131	HVAC Permit	King	10506 Kismet Ave. N.	9/4/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00
2014-132	Deck	Bray	6320 Jamaica Ave. N.	9/5/2014	\$ 8,100.00	\$ 153.25	\$ 114.93	\$ 99.61	\$ 4.05
2014-133	HVAC Permit	Kolander	10750 -75th. St. N.	9/5/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00
2014-134	Ratio Shelter	Rog	9765-110th. St. N.	9/11/2014	\$ 30,000.00	\$ 251.25	\$ 185.43	\$ -	\$ 7.50
2014-135	Porch	Kieger	8798 Kimbro Ave.	9/12/2014	\$ 4,000.00	\$ 97.25	\$ 72.93	\$ -	\$ 2.00
2014-136	House & Gar.	Cates Cem	9895-55th. St. N.	9/12/2014	\$ 728,564.40	\$ 4,321.50	\$ 3,241.12	\$ 2,808.97	\$ 364.28
2014-137	Re-Roof	Chiconis	10185-67th. Ln.	9/12/2014	\$ 9,000.00	\$ 167.25	\$ 126.43	\$ -	\$ 4.50
2014-138	Remodeling	Mendlik	10390-116th. St. N.	9/14/2014	\$ 700.00	\$ 29.60	\$ 22.20	\$ -	\$ 0.50
2014-139	Plumbing	Haniff	11725 Irish Ave.	9/14/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00

Monthly Total \$898,801.44 \$ 7,552.47 \$ 5,724.29 \$ 3,982.04 \$ 495.58