

City of Grant  
City Council Agenda  
December 2, 2014

*The regular monthly meeting of the Grant City Council will be called to order at 6:00 o'clock p.m. on Tuesday, December 2, 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. TRUTH IN TAXATION, PUBLIC HEARING
4. ADJOURNMENT

**City of Grant  
City Council Agenda  
December 2, 2014**

*The regular monthly meeting of the Grant City Council will be called to order at 7:00 o'clock p.m. on Tuesday, December 2, 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**

**PUBLIC INPUT**

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

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_

**2. PLEDGE OF ALLEGIANCE**

**3. APPROVAL OF REGULAR AGENDA**

**4. APPROVAL OF CONSENT AGENDA**

**A. November 6, 2014 City Council Meeting Minutes**

**B. Bill List, \$66,843.19**

**C. Canvas of Election, 11/19 Ballot Question Recount**

**D. City of Stillwater, 2<sup>nd</sup> Half Fire Contract, \$52,686.50**

**E. City of Mahtomedi, 4<sup>th</sup> Quarter Fire Contract, 30,490.00**

**F. Kline Bros. Excavating, Road Maintenance, \$9,071.25**

**G. Subsurface Sewage Agreement, Washington County**

H. Eckberg Lammers Contract Extension

I. SHC Contract Extension

J. WSB Contract Extension

K. Resolution No. 2014-33, Council Review of Applications

5. **STAFF AGENDA ITEMS**

A. City Engineer, Phil Olson

i. Justin Trail Culverts

B. City Planner, Jennifer Haskamp

i. Land Use Definitions

C. City Attorney, Nick Vivian (no action items)

6. **NEW BUSINESS**

A. Resolution No. 2014-31, Final Budget

B. Resolution No. 2014-32, 2015 Final Levy

C. Resolution No. 2014-34, Indian Hills Golf Club

D. Resolution No. 2014-35, Gausthaus Bavarian Hunter

E. Resolution No. 2014- 36, Stillwater Oaks Golf Course

F. Resolution No. 2014-37, Loggers Trail Golf Club

G. Resolution No. 2014-38, Applewood Hills LLC

H. 2014-2015 Special Road Projects, Road Commissioner Steve Bohnen

7. **UNFINISHED BUSINESS**

8. **DISCUSSION ITEMS**

A. City Council Reports (any updates from Council)

B. Staff Updates

i. City Escrow Update

9. **COMMUNITY CALENDAR DECEMBER 3 THROUGH DECEMBER 31, 2014:**

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

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

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

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

City Office Closed, Wednesday, December 14th and Thursday, December 25th

10. **ADJOURNMENT**

**City of Grant  
City Council Agenda  
December 2, 2014**

*The regular monthly meeting of the Grant City Council will be called to order at 7:00 o'clock p.m. on Tuesday, December 2, 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**

**PUBLIC INPUT**

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

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_

**2. PLEDGE OF ALLEGIANCE**

**3. APPROVAL OF REGULAR AGENDA**

**4. APPROVAL OF CONSENT AGENDA**

**A. November 6, 2014 City Council Meeting Minutes**

**B. Bill List, \$66,843.19**

**C. Canvas of Election, 11/19 Ballot Question Recount**

**D. City of Stillwater, 2<sup>nd</sup> Half Fire Contract, \$52,686.50**

**E. City of Mahtomedi, 4<sup>th</sup> Quarter Fire Contract, 30,490.00**

**F. Kline Bros. Excavating, Road Maintenance, \$9,071.25**

**G. Subsurface Sewage Agreement, Washington County**

**H. Eckberg Lammers Contract Extension**

**I. SHC Contract Extension**

**J. WSB Contract Extension**

**K. Resolution No. 2014-33, Council Review of Applications**

**5. STAFF AGENDA ITEMS**

**A. City Engineer, Phil Olson**

**i. Justin Trail Culverts**

**B. City Planner, Jennifer Haskamp**

**i. Land Use Definitions**

**C. City Attorney, Nick Vivian (no action items)**

**6. NEW BUSINESS**

**A. Resolution No. 2014-31, Final Budget**

**B. Resolution No. 2014-32, 2015 Final Levy**

**C. Resolution No. 2014-34, Indian Hills Golf Club**

**D. Resolution No. 2014-35, Gausthaus Bavarian Hunter**

**E. Resolution No. 2014- 36, Stillwater Oaks Golf Course**

**F. Resolution No. 2014-37, Loggers Trail Golf Club**

**G. Resolution No. 2014-38, Applewood Hills LLC**

**H. Resolution No. 2014-39, Big T Inc. Windy Acres**

**I. 2014-2015 Special Road Projects, Road Commissioner Steve Bohnen**

**7. UNFINISHED BUSINESS**

**8. DISCUSSION ITEMS**

**A. City Council Reports (any updates from Council)**

**B. Staff Updates**

**i. City Escrow Update**

**9. COMMUNITY CALENDAR DECEMBER 3 THROUGH DECEMBER 31, 2014:**

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

**Stillwater Public Schools Board Meeting, Thursday, December 11th, 2014, Stillwater City Hall, 7:00 p.m.**

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

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

**City Office Closed, Wednesday, December 14th and Thursday, December 25th**

**10. ADJOURNMENT**

CITY OF GRANT  
MINUTES

**DATE** : November 6, 2014  
**TIME STARTED** : 7:05 p.m.  
**TIME ENDED** : 8:13 p.m.  
**MEMBERS PRESENT** : Councilmember Bohnen, Tronrud,  
Huber, Lobin and Mayor Carr  
**MEMBERS ABSENT** : None

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

**CALL TO ORDER**

Mayor Carr called the meeting to order at 7:05 p.m.

**PUBLIC INPUT**

1. Jerry Helander, 6261 Jasmine – Availability of Charter Commission Minutes at the City office.
2. Bob Tufty, Jasmine – Costs and location of Special Road Projects.
3. Bob Englehart, Joliet – Ballot recount requirements.

**PLEDGE OF ALLEGIANCE****SETTING THE AGENDA**

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

**CONSENT AGENDA**

October 7, 2014 City Council Meeting Minutes	Approved
Bill List, \$38, 443/29	Approved
Brochman Blacktopping, Road Maintenance, \$25,073.00	Approved
Kline Bros. Excavating, Road Maintenance, \$14,946.25	Approved
Code Red Contract, \$321.94	Approved

City of Grant Rules of Procedure

Approved

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

### **STAFF AGENDA ITEMS**

City Engineer, Phil Olson (No action items)

City Planner, Jennifer Haskamp

**Land Use Definition Process** – City Planner Haskamp advised at the regular City Council meeting in October the City Council adopted a moratorium on land uses contained within the City's table of uses that currently are not defined. Based upon the review, staff identified 22 land uses without definitions that were most critical to review because they either 1) were uses that have been discussed/addressed by applicants over the past year; or 2) were permitted with a conditional use permit in at least one zoning district; or 3) have caused confusion by residents and/or staff over the past several years due to lacking information.

In terms of a process, the Council decided to tackle the list of land uses in smaller groups, addressing 4 or 5 land uses at a time. As such, the following land uses were identified as a priority to begin working on immediately:

- *(Business Seasonal) – to be addressed in next round*
- Golf Courses and country clubs
- Home Occupations (Meeting Criteria/Not Meeting Criteria)
- Recreation areas – commercial
- Recreation areas – private
- Commercial Recreation

The following draft definitions and information is provided for your review and consideration:

### **Golf Courses and Country Clubs**

There are several golf courses in the City that are currently operating with clubhouses and other ancillary uses. As such, it is important to retain it as a defined land use. Oftentimes a golf course includes a club or membership associated with the operations, and also offers a clubhouse for social gathering, events, banquets, etc. Therefore staff would recommend simply defining a Golf Course to include the supplemental uses, and to remove the Country Club from the definition. This will simplify the definition of a Golf Course, and other recreational uses not associated with a golf course would likely be addressed under other similar land uses (yet to be defined) such as "Clubs and Lodges" and "Commercial Recreation" that may ultimately be more similar to the intent or vision for

what activities a Country Club may include. Therefore staff provides the following draft definition for your review and consideration:

**Golf Course and Country Club:** An area of land laid out for a minimum of 9 holes to play golf each including a tee, fairway, and putting green to include natural and artificial hazards. The Golf Course operations and grounds may include a clubhouse, driving range, maintenance buildings and other uses which support the principal operations of the golf course.

Table 32-245 would be revised as follows:

USE	ZONING DISTRICT				
	Conservancy	Agricultural A1	Agricultural A2	Residential R1	General Business (GB)
Golf courses and country clubs	N	C	C	C	N

**Home Occupations (Meeting Criterial/Not Meeting Criteria)**

The City's ordinances currently define a Home Occupation as the following:

*Home occupation* means any gainful occupation or profession engaged in by an occupant only of a dwelling unit which is a use that is clearly incidental to the use of the dwelling unit for residential purposes, when conducted on the premises.

The table of uses then identifies the following (Strike outs as proposed by staff, and described below):

USE	ZONING DISTRICT				
	Conservancy	Agricultural A1	Agricultural A2	Residential R1	General Business (GB)
Home occupations (meeting criteria)	CC P	CC P	CC P	CC P	N
Home occupations (not meeting criteria)	N	C	C	C	N

The issue is that the definition does not include criteria, and therefore it is not clear how to process an application. Therefore staff would recommend revising the definition to include criteria to clarify what home occupations are permitted with a certificate of compliance versus which home occupations require a conditional use permit. Further, staff would recommend amending the table to Permit Home Occupations if the criteria is met, rather than requiring a certificate of compliance. The following draft definition, including criteria, is provided for your review and consideration:

***Home occupation*** means any gainful occupation or profession engaged in by an occupant only of a dwelling unit which is a use that is clearly incidental to the use of the dwelling unit for residential purposes, when conducted on the premises. The following criteria must be met, or the proposed use must be established as a conditional use in the zoning district proposed and proper permit obtained:

- a) No persons other than members of the Family who reside on the premises shall be engaged in such occupation;



- b) The use of the Dwelling Unit for the Home Occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and not more than twenty percent (20%) of floor area of the Dwelling Unit shall be used in the conduct of the Home Occupation, and not more than 300 square feet of any garage or Accessory Building shall be used in the conduct of the Home Occupation;
- c) There shall be no change in the outside appearance of the Building or Premises, or other visible evidence of the conduct of such Home Occupation other than any signage as permitted by the City's ordinances.
- d) No traffic shall be generated by such Home Occupation in greater volume than would normally be expected to a residence in a residential neighborhood, and the driveway shall be designed accordingly.
- e) Parking areas may not exceed four (4) stalls and shall not be located in any required yard setback area and must be screened from any adjacent residential use.
- f) No equipment, activity, or process shall be used in such Home Occupation which creates, noise, vibration, glare, fumes, odors, or electrical interference detectable to the normal senses off the Lot.
- g) No outside storage is permitted.

**Recreation areas – commercial, Recreation areas – private, Commercial Recreation**

The City's ordinances currently do not address or define recreational uses and areas in the community. However, they are included on the table of uses. Staff has researched other communities of similar size and land uses, and researched the American Planning Association's (APA) definitions to assist in drafting a definition. The following definitions, based on the research and the APA dictionary are provided for your consideration:

***Recreation, commercial*** means any establishment whose main purpose is to provide the general public with an amusing or entertaining activity and where tickets are sold or fees are collected for the activity. Such activities may be located primarily outdoors or within a facility. Examples include, but are not limited to skating rinks, racquet clubs, miniature golf, driving ranges, skiing, etc., but does not include golf courses.

Several communities also provide further distinction between indoor and outdoor recreational commercial facilities. However, unless there is some distinction from an intensity or scale perspective, staff would suggest limiting it to one definition for *commercial recreation* and one definition for *private recreation*. The following draft definition for private recreational uses is provided for your consideration:

***Recreation, private*** means an accessory structure and/or use that are customary and incidental to the principal residential use of a site, including swing sets, play structures, sand boxes, tennis courts,

1 sport courts, swimming pools and the like, intended for the enjoyment and convenience of the  
2 residents of the principal use and their occasional guests.

3 Based on the integration of these two uses, the following modifications to the use table would be  
4 necessary:

USE	ZONING DISTRICT				
	Conservanc y	Agricultu ral A1	Agricultu ral A2	Residenti al R1	General Business (GB)
<del>Commercial recreation</del> Recreation, Commercial	EN	C	EN	EN	C
<del>Recreation areas—commercial</del>	N	E	N	N	E
<del>Recreation—areas—private</del> Recreation, Private	P	P	P	P	N

5  
6 City Planner Haskamp noted the staff report and analysis is for discussion purposes and a starting  
7 point for the City Council.

8  
9 It was the consensus of the Council that the Country Club use would be dropped from the land use  
10 chart after determination of where that term is used within the City's Code of Ordinances. The  
11 Council directed the City Planner to look at percentages and parking in relation to criteria for home  
12 occupations. Performance standards will be included in Recreational Areas and a definition will be in  
13 place for both indoor and outdoor areas.

14  
15 This item will be on the December City Council meeting agenda for further discussion.

16  
17 **City Attorney, Nick Vivian (No action items)**

18  
19 **NEW BUSINESS**

20  
21 There was no new business.

22  
23 **UNFINISHED BUSINESS**

24  
25 There was no unfinished business.

26  
27 **DISCUSSION ITEMS**

28  
29 **City Council Reports:**

30  
31 Council Member Huber requested the 2014 Special Road Projects be discussed at the December  
32 Council meeting as well as a recommendation from the Road Commissioner regarding 2014 Special  
33 Road projects.

34  
35 Mayor Carr stated he is meeting again with May Township regarding a Fire Department.

**Staff Updates:** There were no updates from staff.

**COMMUNITY CALENDAR NOVEMBER 7 THROUGH NOVEMBER 30, 2014:**

**Canvas of Election Meeting, Friday, November 7th, City Office, 10:00 a.m.**

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

**Stillwater Public Schools Board Meeting, Thursday, November 13th, 2014, Stillwater City Hall, 7:00 p.m.**

**Charter Commission Meeting, Thursday, November 20th, 2014, Mahtomedi City Hall, 7:00 p.m.**

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

**City Office Closed, Thursday, November 27<sup>th</sup> and Friday, November 28<sup>th</sup>.**

**ADJOURN**

**There being no further business, Council Member Tronrud moved adjourn at 7:44 p.m. Council Member Lobin seconded the motion. Motion carried unanimously.**

**These minutes were considered and approved at the regular Council Meeting December 2, 2014.**

---

Kim Points, Administrator/Clerk

---

Tom Carr, Mayor

Date range: 11/03/2014 to 11/25/2014

<u>Vendor</u>	<u>Date</u>	<u>Check #</u>	<u>Total</u>	<u>Description</u>	<u>Void</u>	<u>Account #</u>	<u>Detail</u>
Payroll Period Ending 11/21/2014	11/21/2014	12593	\$2,230.25		No	100-41005-100	\$2,230.25
Payroll Period Ending 11/21/2014	11/21/2014	12594	\$2,533.15		No	100-41002-100	\$2,533.15
Payroll Period Ending 11/21/2014	11/21/2014	12595	\$2,230.25		No	100-41005-100	\$2,230.25
Payroll Period Ending 11/21/2014	11/21/2014	12596	\$2,230.25		No	100-41001-100	\$2,230.25
Payroll Period Ending 11/21/2014	11/21/2014	12597	\$2,230.25		No	100-41001-100	\$2,230.25
IRS	11/21/2014	EFT56	\$1,921.70	Payroll Taxes/Council	No		
Payroll Period Ending 11/30/2014	11/24/2014	12598	\$3,262.64		No	100-41004-100	\$221.85
Tina Lobin	11/24/2014	12599	\$75.00	2014 Extra Meetings	No	100-41006-100	\$75.00
Beissel Window	11/24/2014	12600	\$2,993.00	Second Half Windows	No	100-43002-400	\$2,993.00
Denise Manda	11/24/2014	12601	\$624.00	Escrow Refund	No	888-49310-810	\$624.00
Ken Ronnan	11/24/2014	12602	\$40.00	Video Tech Services	No	100-41318-300	\$40.00
City of Stillwater	11/24/2014	12603	\$52,686.50	2nd Half Fire Contract	No	100-42003-300	\$52,686.50
Brochman Blacktopping Co.	11/24/2014	12604	\$1,942.50	Roads/Pothole Repair	No	100-43109-300	\$1,942.50
Tom Carr	11/24/2014	12605	\$300.00	2014 Extra Meetings	No	100-41006-100	\$300.00
CenturyLink	11/24/2014	12606	\$164.09	City Phone	No	100-41309-321	\$164.09
Waste Management	11/24/2014	12607	\$4,347.38	Recycling	No	100-43011-384	\$4,347.38
Smith Appraisal Service	11/24/2014	12608	\$1,901.37	Monthly Assessment Services November	No		
AirFresh Industries	11/24/2014	12609	\$125.00	PortaPot #17946	No	100-41208-300	\$1,901.37
Press Publications	11/24/2014	12610	\$51.09	Election Publications	No	100-43007-210	\$125.00
Linda Johnson	11/24/2014	12611	\$240.00	Election Judge	No	100-41308-351	\$51.09
Jerome Linser	11/24/2014	12612	\$192.00	Election Judge	No	100-41301-100	\$240.00
Robert Tufty	11/24/2014	12613	\$128.00	Election Judge	No	100-41301-100	\$192.00
					No	100-41301-100	\$128.00

# City of Grant

## Disbursements List

11/25/2014

Vendor	Date	Check #	Total	Description	Void	Account #	Detail
Barbara Kelley	11/24/2014	12614	\$64.00	Election Judge	No	100-41301-100	\$64.00
Ross Sublett	11/24/2014	12615	\$64.00	Election Judge	No	100-41301-100	\$64.00
Laura Fruci	11/24/2014	12616	\$112.00	Election Judge	No	100-41301-100	\$112.00
Jeanne Pugh	11/24/2014	12617	\$128.00	Election Judge	No	100-41301-100	\$128.00
Becky Siekmeier	11/24/2014	12618	\$80.00	Election Judge	No	100-41301-100	\$80.00
Michael Herbst	11/24/2014	12619	\$64.00	Election Judge	No	100-41301-100	\$64.00
Bill McMichael	11/24/2014	12620	\$128.00	Election Judge	No	100-41301-100	\$128.00
Barbara Kelly	11/24/2014	12621	\$64.00	Election Judge	No	100-41301-100	\$64.00
Patricia Reinke	11/24/2014	12622	\$24.00	Election Judge	No	100-41301-100	\$24.00
Judith Stoffer	11/24/2014	12623	\$66.00	Election Judge	No	100-41301-100	\$66.00
Susan Pendergraft	11/24/2014	12624	\$68.00	Election Judge	No	100-41301-100	\$68.00
Nina Leiser	11/24/2014	12625	\$64.00	Election Judge	No	100-41301-100	\$64.00
WSB & Associates	11/24/2014	12626	\$9,321.50	Engineering	No	100-41203-300	\$1,103.50
						100-43102-300	\$6,179.50
						100-43111-300	\$249.50
						100-43125-300	\$46.00
						100-43128-300	\$226.00
						100-43130-300	\$847.00
						867-49310-300	\$670.00
Eckberg Lammers	11/24/2014	12627	\$4,140.23	Legal Services	No	100-41204-300	\$1,796.49
						100-41205-300	\$719.29
						100-41206-300	\$1,543.76
						867-49310-300	\$80.00
						887-49310-300	\$0.69
KEJ Enterprises	11/24/2014	12628	\$7,760.00	Snow Removal/Signs	No	100-43113-300	\$7,760.00
Croix Valley Inspector	11/24/2014	12629	\$2,544.87	Building Inspector	No	100-42004-300	\$2,544.87
Sharon Schwarze	11/24/2014	12630	\$4,000.00	2014 Treasurer Services	No	100-41104-300	\$4,000.00
Graphic Resources	11/24/2014	12631	\$1,115.51	2014 Fall Newsletter	No	100-41307-350	\$1,115.51
Jeff Huber	11/24/2014	12633	\$125.00	2014 Extra Meetings	No	100-41006-100	\$125.00
Stephen Bohnen	11/24/2014	12634	\$125.00	2014 Extra Meetings	No	100-41006-100	\$125.00
David Tronrud	11/24/2014	12635	\$25.00	2014 Extra Meetings	No	100-41006-100	\$25.00

# City of Grant

## Disbursements List

11/25/2014

Vendor	Date	Check #	Total	Description	Void	Account #	Detail
PERA	11/24/2014	12636	\$290.00	PERA	No	100-41003-100	\$145.00
PERA	11/24/2014	12637	\$602.55	PERA	No	100-41003-120	\$145.00
Sprint	11/24/2014	12638	\$33.00	City Cell Phone	No	100-41102-120	\$323.59
Mike Perron	11/24/2014	12639	\$1,045.00	Road Brushing	No	100-41113-100	\$278.96
Kline Bros Excavating	11/24/2014	12640	\$9,071.25	Road Maintenance	No	100-43116-321	\$33.00
IRS	11/24/2014	EFT57	\$1,079.91	Payroll Taxes	No	100-43114-300	\$1,045.00
SHC, LLC	11/25/2014	12641	\$1,132.52	Planning	No	100-43002-300	\$3,000.00
Xcel Energy	11/25/2014	12642	\$182.20	Utilities	No	100-43101-300	\$3,731.25
Dan Pohl	11/25/2014	12643	\$1,470.22	CUP Escrow Refund	No	100-43113-300	\$2,340.00
Janet Eitrem	11/25/2014	12644	\$1,140.82	Variance Escrow Refund	No	100-41103-100	\$341.44
Parent Custom Homes	11/25/2014	12645	\$21.94	Variance Escrow Refund	No	100-41107-100	\$397.03
City of Mahtomedi	11/25/2014	12646	\$30,490.00	4th Quarter Fire Contract	No	100-41110-100	\$276.72
						100-41112-100	\$64.72
						100-41209-300	\$1,132.52
						100-43004-381	\$123.45
						100-43010-381	\$11.59
						100-43117-381	\$47.16
						887-49310-810	\$1,470.22
						890-49310-810	\$1,140.82
						885-49310-810	\$21.94
						100-42002-300	\$30,490.00
<b>Total For Selected Checks</b>			<b>\$159,090.94</b>				<b>\$159,090.94</b>

[illegible]

<p>_____          Holly Curren</p>	<p>_____          David Peterson</p>	<p>_____          Andrew Peterson</p>	<p>_____          K. Ants</p>
--	--	---	-----------------------------------

Date: 11/19/14



DATE	INVOICE NO
11/1/2014	0052556

BILL TO
City of Grant P O Box 577 111 Wildwood Rd Willernie, MN 55090

DUE DATE
12/1/2014

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
-------------	----------	----------------	--------	----------	--------	---------

PREVIOUS ACCOUNT BALANCE 0.00

2nd Half Contract \$105,373:

Fire Contracts 1/1 - 12/31/2014	1.00	52,686.50	52,686.50	0.00	0.00	52,686.50
---------------------------------	------	-----------	-----------	------	------	-----------

INVOICE TOTAL:			52,686.50	0.00	0.00	52,686.50
----------------	--	--	-----------	------	------	-----------

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (651) 430-8800

Customer Name: City of Grant  
Customer No: 100353  
Account No: 0000006 - AR account for 100353

DUE DATE	INVOICE NO
12/1/2014	0052556



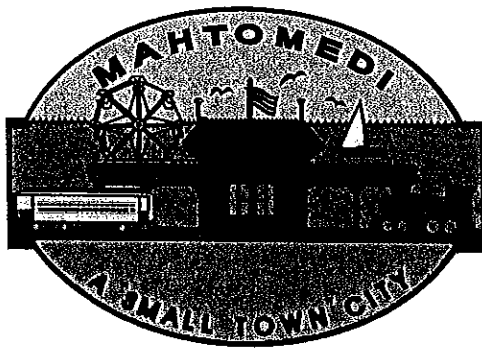
Please remit payment by the due date to:

City of Stillwater  
216 North 4th Street  
Stillwater, MN 55082

Invoice Total:	52,686.50
Discounts:	0.00
Credit Applied:	0.00
Ending Balance:	52,686.50

INVOICE BALANCE: \$52,686.50  
AMOUNT PAID: \_\_\_\_\_





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  
4th quarter fire contract. Please pay December 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

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



# Invoice

DATE	INVOICE #
11/20/14	2355

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

DUE DATE
11/30/14

DESCRIPTION	QTY	UNIT COST	AMOUNT
10-31-14 740A	3.5	75.00	262.50
11-04-14 770B	5	75.00	375.00
11-04-14 740A	3	75.00	225.00
11-05-14 770B	2.25	75.00	168.75
11-05-14 740A	6	75.00	450.00
11-06-14 770B	5.25	75.00	393.75
11-06-14 740A	5.25	75.00	393.75
11-07-14 770B	5.5	75.00	412.50
11-07-14 740A	5.5	75.00	412.50
11-08-14 770B	4	75.00	300.00
11-08-14 740A	4.5	75.00	337.50
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE			<b>Total</b>
			3,731.25

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



# Invoice

DATE	INVOICE #
11/20/14	2356

BILL TO	JOB ADDRESS
CITY OF GRANT 111 WILDWOOD RD WILLERNIE, MN 55090	SNOWPLOWING 100-43113

DUE DATE
11/30/14

DESCRIPTION	QTY	UNIT COST	AMOUNT
11-10-14 770B	13	90.00	1,170.00
11-10-14 740A	13	90.00	1,170.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE			<b>Total</b> 2,340.00

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



# Invoice

DATE	INVOICE #
11/20/14	2357

BILL TO	JOB ADDRESS
CITY OF GRANT 111 WILDWOOD RD WILLERNIE, MN 55090	TOWN HALL REPAIR 100-43002

DUE DATE
11/30/14

DESCRIPTION	QTY	UNIT COST	AMOUNT
CONCRETE BLOCK FOR RETAINING WALL			<del>3,500.00</del> 3,000
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE			
Total			<del>3,500.00</del> 3,000.00

# **Agreement for Subsurface Sewage Treatment System Inspection Services**

This agreement is made and entered into, by and between the County of Washington (hereinafter referred to as the County) and City of Grant (hereinafter referred to as the City).

## **I. WITNESSETH**

**WHEREAS**, the City wishes to contract with the County to perform subsurface sewage treatment system (SSTS) inspection services within the City's boundaries; and

**WHEREAS**, the City adopted the County's Subsurface Sewage Treatment System Regulations Ordinance #179 (Washington County Development Code Chapter 4), hereinafter SSTSRO, regulating subsurface sewage treatment systems, which applies to all areas of the City; and

**WHEREAS**, the County agrees to provide subsurface sewage treatment system inspection services under the terms and conditions hereinafter set forth; and

**WHEREAS**, this contract is authorized under Section 471.59 of the Minnesota Statutes.

**NOW THEREFORE**, it is mutually agreed between the County and City as follows:

## **II. SCOPE OF SERVICES**

### **County's Responsibilities**

1. The County agrees to provide, through its Department of Public Health and Environment, subsurface sewage treatment system inspection services for the City. The County shall provide a Qualified Employee(s), as described in Minn. Rule 7083.1010 and 7083.0020 subp 17.
2. The standards of performance, method of providing subsurface sewage treatment system inspection services, and other matters incident to the performance of services under this Agreement, including personnel to be employed, shall be determined by the County. The City shall be notified in advance of any proposed changes in standards of performance or methods of providing services.
3. The County shall provide the necessary SSTS application review and sewage system plan approval as required by laws, regulations and ordinances, provide all job site inspections of projects under permit, and conduct special inspections as deemed necessary to ensure compliance with the SSTSRO. Services shall include clerical support incidental to the performance of this agreement.

4. The County shall provide and issue all sewage permits as required by the SSTSRO, existing laws or regulations and shall maintain records of all such permits. If the City requests a copy of a granted permit, the County shall provide a copy to the City within 5 (five) working days.
5. The County shall send a copy of the County's issuance of a certificate of compliance of the sewage system's completion to the City within 10 (ten) working days of the County granting the certificate.
6. In the event of a violation or threatened violation of the SSTSRO or sewage permit the County may pursue the administrative issuance of stop work orders on the installation of the septic system, and/or issue corrective orders, and/or issue notices of non-compliance.
7. The County shall advise the City if a misdemeanor citation is warranted for any violation of a sewage permit or SSTSRO.
8. The County may request appropriate actions or proceedings be brought by the City, to prevent, restrain, correct or abate violations or threatened violations of a sewage permit or SSTSRO.
9. The County will cooperate with the City's officials and/or employees in fulfilling its obligations under this Agreement.

**City's Responsibilities:**

1. In areas not served by municipal sewer, the City shall not issue a building permit for new dwelling construction and/or for the addition of bedrooms until the County has issued a sewage permit for the new construction and/or addition of bedrooms.
2. The City shall act on all applications for special permits and SSTSRO variance requests.
3. Upon request from the County the City shall issue a stop work order on projects commencing construction prior to the issuance of a sewage permit.
4. The City is responsible for commencing appropriate actions or proceedings to prevent, restrain, correct or abate violations or threatened violations of a sewage permit or SSTSRO and shall represent the County during appeals of the administrative remedies issued by the County.
5. The City may issue misdemeanor citations for violations of the SSTSRO or sewage permit.
6. The City shall not issue a certificate of occupancy for new construction or the addition of bedrooms prior to receipt of the County's certificate of compliance.

7. The City, and its agents and employees, will cooperate and assist the County in the performance of this Agreement.
8. In the event of County SSTS Ordinance revision, the City may adopt a revised SSTS Ordinance which is consistent with or more restrictive than the County's revised SSTS Ordinance no more than 12 (twelve) months after the County revised SSTS Ordinance has been adopted.

### **III. SCHEDULE OF FEES AND CHARGES**

1. The County shall establish the schedule of fees for its subsurface sewage treatment system inspection services. The septic permit application and installation fees shall be in accordance with the fee schedule adopted annually by the Washington County Board of Commissioners. The County shall collect, receipt for, disburse, and maintain records for all fees and charges collected incident to the administration of subsurface sewage treatment system inspection and permit services contained herein.
1. Fees and charges shall be due and payable by the applicant upon issuance of the permit and will be collected by the County from the applicant for said permit.
2. The City agrees that in payment for the subsurface sewage treatment system inspection and permit services provided by the County that the County shall retain, out of the fees and charges collected incident to this service, an amount equal to one hundred percent (100%) of all SSTS permit fees.
3. The City shall not assume any liability for the direct payment of any salary, wage, or other compensation to any County employee performing subsurface sewage treatment system inspection services pursuant to this agreement.

### **IV. GENERAL TERMS AND CONDITIONS**

#### **Data Privacy**

1. All data collected, created, received, maintained or disseminated for any purposes by the activities of the County because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy, including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) where it applies. The City and County agree to abide by these statutes, rules and regulations and as they may be amended.

## **Indemnity Clause**

2. The City agrees that it will indemnify and hold harmless the County, its officers and employees, against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the City's negligent performance or failure to adequately perform its obligations pursuant to this Agreement.

The County agrees that it will indemnify and hold harmless the City, its officers and employees, against any and all liability, loss, costs, damages and expenses which the City, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the County's negligent performance or failure to adequately perform its obligations pursuant to this Agreement.

## **Insurance**

3. The City further agrees that in order to protect itself, as well as the County, under the indemnifications provisions set forth above that it shall at all times during the terms of this Agreement, provide maximum tort liability limits as set forth in Minnesota Statute, Sections 3.736 and 466.04. This provision shall be set as a condition subsequent; failure to abide by this provision shall be deemed a substantial breach of contract.

The County further agrees that in order to protect itself, as well as the City, under the indemnifications provisions set forth above that it shall at all times during the terms of this Agreement, provide maximum tort liability limits as set forth in Minnesota Statute, Section 466.04. This provision shall be set as a condition subsequent; failure to abide by this provision shall be deemed a substantial breach of contract.

## **Records – Availability and Retention**

4. Pursuant to Minnesota Statute 16C.05, Subd 5., the County/City agrees that the County/City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures of the County/City and involve transactions relating to this agreement. The County/City agrees to maintain these records for a period of six years from the date of termination of this Agreement and make available as requested.

## **Nondiscrimination**

4. The provisions of Minn. Stat. 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein, and



shall be part of any Agreement entered into by the parties with any contractor, subcontractor, or material suppliers.

### **Merger and Modification**

6. It is understood and agreed that the entire Agreement between the parties is contained here and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter.

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

### **Severability**

7. Every section, provision or part of this Agreement is declared severable from every other section, provision or part thereof to the extent that if any sections, provision or part of this Agreement shall be held invalid by a court of competent jurisdiction, it shall not invalidate any other section, provision or part thereof.

## **V. TERM AND EFFECTIVE DATE**

1. The effective date of this agreement shall be January 1, 2015, notwithstanding the date of the signatures below.
2. This agreement shall run until December 31, 2016, at which time it will automatically terminate unless it is renewed by official action of both the City and the County prior to the termination date. Notice of either the City's intent or the County's intent not to renew the agreement should be given to the other party ninety (90) days in advance of the December 31, 2016, termination date.

**IN WITNESS WHEREOF**, the City has caused this agreement to be signed by its Mayor and attested to by its Clerk, and the County of Washington, by order of its Board of County Commissioners, has caused this Agreement to be signed by its Board Chair and attested to by its County Administrator.

City of Grant, Minnesota

Washington County, Minnesota

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Chair, Board of Commissioners

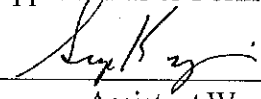
Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
County Administrator

Approved as to Form:

  
\_\_\_\_\_  
Assistant Washington County Attorney

## **AGENDA ITEM 4 H-J**

**STAFF ORIGINATOR**      Kim Points  
**MEETING DATE**            December 2, 2014  
**TOPIC**                      City Consultant Contract Extension

### **BACKGROUND**

Early in 2014, the City Council approved the extension of all Road Maintenance Contracts, City Auditor, and City Assessor for a three-year period.

Similar to that action, attached are contract extension for the City consultants. The contracts outline fee increases for a three period and services to be rendered.

Staff will note the actual budget line items for these services are a separate matter and are reviewed annually at the budget meeting. The contract extensions have no impact on the 2015 budget line items for engineer, planning or legals.

All contract extensions include a 30-day out clause for the City.

### **STAFF RECOMMENDATION**

Approve the City Consultant Contract Extensions.

## CONTRACT FOR CIVIL LEGAL SERVICES

**THIS CONTRACT FOR CIVIL LEGAL SERVICES** ("Agreement") is entered into by and between the City of Grant, Minnesota, with its principal office located at 111 Wildwood Road, Willernie, Minnesota 55090 ("City") and the law firm of Eckberg, Lammers, Briggs, Wolff & Vierling, PLLP, with its principal office located at 1809 Northwestern Avenue, Stillwater, Minnesota, 55082 ("Law Firm"), for the purpose of utilizing the Law Firm to provide civil legal services to the City.

### RECITALS

A. The Law Firm currently provides civil legal services to the City and the City Council of the City has elected the Law Firm to continue to provide civil legal services to the City. The Law Firm will continue to provide civil legal services to the City pursuant to the terms of this Agreement.

B. The City and the Law Firm desire to enter into a contract for three (3) years with hourly rates outlined as follows:

Year One (January 1, 2015 – December 31, 2015)	\$175.00
Year Two (January 1, 2016 – December 31, 2016)	\$180.00
Year Three (January 1, 2017 – December 31, 2017)	\$185.00

Paralegal Services: \$125.00 per hour

Law Clerk-Research: \$125.00 per hour

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

### TERMS

**1.1 Scope and Nature of General Counsel Services:** The parties agree to the following description of the nature of the legal services to be provided by the Law Firm to the City:

- a. Attendance at regular City Council meetings. Attendance at special City Council meetings/workshops, and City committee meetings (including Planning Commission meetings) as requested.
- b. Review of City Council, City committee, and Planning Commission agenda items and minutes.
- c. Teleconference and in-person meetings with the City Administrator, City Officials, and City department heads to identify issues of short and long-term importance.

- d. Drafting of and revisions to City ordinances, resolutions and regulations.
- e. Drafting of municipal contracts, joint powers agreements, and the like; Review of contractor/vendor bond and insurance documents.
- f. Research and preparation of legal opinions on municipal or other legal matters, including open meeting law/data practices issues and general municipal employment matters.
- g. Providing regular updates on significant developments in laws affecting the City to the City Administrator, City Council and City staff.
- h. Providing a yearly legislative update.
- i. Providing regular in-service presentations as requested to City staff and City officers on topics selected by the firm and City with special emphasis on new developments in the law (e.g. labor issues/data practices issues/land use issues).

**1.2 Best Legal Practices Initiatives:** In addition to the retainer services, throughout the period of its representation, The Firm shall furnish regular "Best Legal Practices Initiative Services." The services shall include on-site meetings with City staff and department heads and, where appropriate, the City Administrator and City Council to perform the specified initiatives. It is expected that the specified best practices initiatives may change as required by the growth and change of the City. All practices shall be benchmarked against those of other leading cities, not limited to cities in Minnesota. These services shall include, but shall not be limited to:

- A. **Municipal Infrastructure Best Practices:** The Law Firm shall regularly:
  - 1. Update the City Administrator and City Council on current methods of funding needed municipal infrastructure including alternate methods of securing infrastructure improvements.
  - 2. Review and advice shall make reference to existing and new legislation but also City-initiated methods of sharing or eliminating costs.
  - 3. Benchmark infrastructure cost recovery efforts against other leading cities.
- B. **Department Specific Best Practices:** The Law Firm shall regularly review the internal processes and procedures of City Departments to furnish recommendations in order to:
  - 1. Reduce or avoid future liability and litigation;
  - 2. Benchmark department legal processes against other leading cities.

C. Planning/Engineering Legal Best Practices: The firm shall:

1. Perform annual review of Planning/Engineering documents related documentation to ensure that the documents are up to date, consistently utilized correctly and sufficiently protective of City financial and planning interests,
2. Make regular recommendations for standardization of City documents, development agreements and contracts and processes using templates and checklists where advisable to improve efficiency and predictability,
3. Devise solutions for avoidance of liability and litigation, and assurance of proper development close out including recordation of all necessary conveyances,
4. Regularly benchmark Planning/Engineering legal processes, documentation and against other leading cities.

D. Zoning/Subdivision/Regulatory Ordinance Best Legal Practices: The Law Firm shall regularly:

1. Furnish examples of, and suggestions for, zoning, subdivision and regulatory ordinance improvements and modifications based upon needs identified by the Law Firm and the City and also based upon legislative changes;
2. Benchmark such ordinances against other leading cities.

**1.3 Other Matters:** The parties contemplate that the Law Firm may also provide civil legal services outside the scope of services covered by the general and "best practices" service as described in paragraphs 1.1 and 1.2 above. These services shall be handled as follows:

**1.3.1 Contested Case Matters:** The Law Firm will provide, and the City shall utilize the Law Firm for representation in, contested cases, provided the City has the right to select counsel in the contested case, and provided the City determines, in its reasonable discretion, that the Law Firm has the skill and experience to represent the City in a fashion that the City deems to be in its best interests given the expertise, costs, and litigation service delivery available from other law firms in the Twin Cities Metro area. These legal services will be billed to the City in accordance with a separate agreement between the parties.

**1.3.2 Bond Attorney Matters:** The Law Firm is a “nationally recognized bond counsel” under the requirements of *The Bond Buyer's Municipal Marketplace* (also known as the “Redbook”). The Law Firm will therefore perform public finance, economic development, TIF, bond counsel, and other finance legal services for the City.

**1.3.3 Prosecuting Attorney Matters:** The Law Firm shall continue to provide prosecution legal services for the City under separate contract.

**2. Reimbursable Costs and Expenses.**

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

**2.2 Specific Rates:**

<u>Description of Costs</u>	<u>Rate</u>
Mileage	I.R.S. Rates (except local)
Parking	Actual Cost
Meals	No Reimbursement
Photocopying	\$0.20 per page
Facsimile	\$0.20 per page
Long Distance Telephone	\$0.00
Postage	Actual Cost
Messenger	Actual Cost
Court Costs/Filing Fees	Actual Cost
Arbitration Costs	Actual Cost
Other Contested Case Costs	Actual Cost

**3. Matters Covered by Insurance:** The Law Firm will assist the City in submitting claims for insurance coverage to various insurance carriers. Whenever a claim is made with an insurance carrier, which arises out of a legal issue within the scope of this Agreement, the City will recommend that the Law Firm be utilized by the insurance carrier in the matter for which the claim is made. The City may recommend the Law Firm to an insurance carrier for claims arising out of matters which are outside the scope of this Agreement. At the point in time when an insurance carrier admits coverage, and to the extent that such carrier will provide retroactive payments for attorneys' fees, the Law Firm will receive its payments for services rendered from the insurance carrier and not from the City. To the extent that an insurance carrier does not pay for legal services rendered by the Law Firm, including any deductibles, the City will pay the Law Firm for services rendered at the rates charged to the insurance company, subject to billing and payment provisions of paragraph 5.

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

- 4.1 Conflict of Interest:** The Law Firm will notify the City if the Law Firm represents or has ever represented an opposing party in a legal matter.
- 4.2 Attorney/Client Privilege:** The Law Firm is authorized to utilize e-mail without encryption to transmit and receive confidential client information. The City specifically acknowledges that it understands the confidentiality risks associated with inadvertent interception of such information.

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

- 5.1 Billing Format:** The Law Firm will submit monthly statements, for both retainer and non-retainer matters, itemizing legal services rendered for the prior month broken down into easily understandable categories.
- 5.2 Billing Cycle:** The Law Firm will bill monthly for legal services rendered in the prior month. Generally, bills will go out approximately 10 days after the end of the prior month.
- 5.3 Payment Expectations:** The City will pay the bill of the Law Firm routinely according to its internal payment procedures by forwarding a check to the Law Firm paying for both legal services and expenses shown on the Law Firm's bill.
- 5.4 Disputes:** In the event that the City disputes any aspect of the Law Firm's bill, the appropriate City representative will contact Nicholas J. Vivian at the Law Firm stating the nature of the dispute.
- 5.5 Term:** The term of this Agreement will be from January 1, 2015 through December 31, 2017.
1. During the term of this Agreement, either party may terminate this Agreement upon 90 calendar days' written notice to the other party.
  2. The parties agree to mutually evaluate the usage of legal services at any time and at a minimum annually during this Agreement to evaluate usage and identify areas where modification(s) in the parties' relationship may be mutually beneficial.
- 5.6 Authorized Contact Persons:** Nicholas J. Vivian will act as lead attorney for the City. Andrew J. Pratt will act as the assistant attorney and public finance counsel. However, the parties contemplate that other attorneys in the Law Firm will also be providing services to the City subject always to advance approval by the City.



**5.7 City Approval:** This Agreement shall be effective upon execution by the City.

**CITY OF GRANT**

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Tom Carr  
Its: Mayor

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Kim Points  
Its: City Clerk

**ECKBERG, LAMMERS, BRIGGS,  
WOLFF & VIERLING, PLLP**

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Nicholas J. Vivian  
Its: Partner

**MASTER SERVICES AGREEMENT**  
**BETWEEN SWANSON HASKAMP CONSULTING, LLC**  
**AND THE CITY OF GRANT FOR PROFESSIONAL PLANNING SERVICES**

The Agreement ("Agreement") is made as of December 2, 2014 and between, the City of Grant (hereinafter referred to as "Client"), and Swanson Haskamp Consulting, LLC ("SHC"), 246 Albert Street S., Suite 2A, St. Paul, MN 55105 ("SHC"), to provide professional Planning Services by SHC in connection with projects as requested by the Client.

**Description of Services (Scope of Services)**

Jennifer Haskamp, President of SHC shall be the primary contact and project manager assigned to perform planning and project management services for the Client (hereinafter referred to as "Services"). Jennifer will work collaboratively with the Client to establish the scope of services and define and identify the priorities to be completed as a part of this contract. SHC shall only perform work when verbal or written direction is provided by the Client throughout the duration of this contract.

**Period of Service**

This contract shall be effective for three years, at which time the terms of this contract may be renegotiated between the Client and SHC.

**Compensation**

SHC shall be paid for Services provided in accordance with the attached rate schedule. Billings will be submitted monthly and the Client agrees to pay bills within 30 days of receipt. SHC and the Client shall work together to establish the method for reporting and submitting invoices to assist with the ease of monthly billing and budget management. Client hereby acknowledges that sufficient funds are currently available, or methods to obtain funds, are assigned to pay for the cost of Services contemplated by the Agreement. SHC has the right, at its sole discretion, to stop work and withhold work product or Services, if payments have not been received within 30 days of invoicing date.

If Client fails to make payments to SHC consistent with the Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at SHC's option, cause for suspension of performance of Services under the Agreement. If SHC elects to suspend Services, prior to suspension of Services, SHC shall give seven days written notice to Client. In the event of a suspension of Services, SHC shall have no liability to Client for delay or damage caused to Client because of such suspension of Services. Before resuming Services, SHC shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of SHC's services. SHC's fees for the remaining Services and the time schedules shall be equitably adjusted.

In the event of termination not the fault of SHC, SHC shall be compensated for Services performed prior to termination, together with reimbursable expenses due.

**Client's Responsibilities**

Client shall provide full information in a timely manner regarding requirements for and limitations for successful execution of the Scope of Services, including objectives, schedule, constraints and criteria, requirements and relationships and any other pertinent information that will assist SHC in achieving the expectations of the Client.

The Client shall designate a representative authorized to act on the Client's behalf with respect to any Project or Services. The Client or such designated representative shall render decisions in a timely manner pertaining to documents submitted by SHC in order to avoid unreasonable delay in the orderly and sequential progress of the Services.

**Termination**

The Agreement may be terminated by either party at any time. Such termination shall be effective after giving thirty days written notice. Client agrees to pay SHC for all Services provided up to the effective date of termination.

**Miscellaneous**

*Work Product*

The documents prepared by SHC for any Project are instruments of SHC's service for use solely with respect to the Client and, unless otherwise provided, SHC shall be deemed the author of these documents. All documents shall be the property of the Client, and both the Client and SHC shall

retain all common law, statutory and other reserved rights, including the copyright. The Client and SHC shall be permitted to retain copies, including reproducible copies, of SHC's documents for the Client's information, reference and use in connection with the Services.

*Claims and Consequential Damages*

SHC and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's terminating in accordance with the termination clause.

*Interpretation and Severability*

Each provision of this Agreement is severable from the others. Should any provision of the Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of the Agreement. Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable.

*Assignment*

The Client and SHC, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Client nor SHC shall assign this Agreement without the written consent of the other.

*Team Relationship*

The Client and SHC agree to work together on the basis of trust, good faith and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner.

*Entire Agreement*

The terms and conditions set forth herein constitute the entire understanding of the parties relating to the services to be provided by SHC. Only a written instrument signed by both parties may amend the Agreement.

*Governing Law*

The Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Minnesota, excluding its conflict of laws.

*Execution*

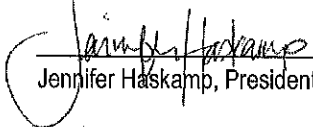
In witness whereof, the parties hereto have made and executed the Agreement as of the day and first above written.

CLIENT

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SWANSON HASKAMP CONSULTING

  
\_\_\_\_\_  
Jennifer Haskamp, President | Principal



## **rate schedule.**

**2015**

Principal	\$96.00 per hour
Meeting Rate	\$182.00*
Reimbursable expenses	Actual Costs
Standard IRS Mileage Rate	\$0.56 (2014 Rate, to be adjusted annually)

\*Meeting rate applies to city council meeting attendance and regular staff meetings up to 3 hours plus travel time. Any time after 3 hours will be billed at standard hourly rate.

\*\*Hourly rate and Meeting rate to be adjusted and increased by 5% annually.

**WSB & ASSOCIATES, INC.  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made as of the 2nd day of December, 2014, by and between Grant, Minnesota, hereinafter referred to as Client, and WSB & Associates, Inc., hereinafter referred to as Engineer, with offices located at 701 Xenia Avenue South, Suite 300, Minneapolis, Minnesota 55416.

Witnesseth, that the Client and Engineer, for the consideration herein named, agree as follows:

**SECTION 1 / GENERAL CONTRACT PROVISIONS**

These provisions shall be as set forth in Exhibit A.

**SECTION 2 / SCOPE OF WORK**

The scope of work to be performed by Engineer is set forth in Exhibit C. The work and services to be performed hereunder and described in Exhibit C shall be referred to herein and in the General Contract Provisions as the Project.

**SECTION 3 / COMPENSATION**

Compensation to Engineer for services described in this agreement shall be as designated in the attached Exhibit D and as hereinafter described.

**SECTION 4 / WORK SCHEDULE**

The anticipated schedule is set forth in Exhibit C.

**SECTION 5 / SPECIAL CONDITIONS**

Special conditions, if any, are as set forth in Exhibit G.

**SECTION 6 / EXHIBITS**

The following initialed Exhibits are attached to and made a part of this Agreement (check all that apply):

- ☒ Exhibit A General Contract Provisions
- ☒ Exhibit B Client Responsibilities
- ☒ Exhibit C Scope of Work
- ☒ Exhibit D Compensation
- ☒ Exhibit E Insurance Schedule
- ☒ Exhibit F Fee Schedule
- ☐ Exhibit G Special Conditions

**SECTION 7 / ACCEPTANCE OF AGREEMENT**

All work and services described in this agreement shall be performed by Engineer only after written acceptance of the Client. The undersigned hereby accept the terms and conditions of this agreement and Engineer is hereby authorized to perform the services described herein.

**CLIENT:**

ADDRESS:

BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ENGINEER: WSB & ASSOCIATES, INC.**

ADDRESS: 701 XENIA AVENUE SOUTH  
SUITE 300  
MINNEAPOLIS, MN 55416

BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**WSB & ASSOCIATES, INC.**  
**EXHIBIT A**  
**GENERAL CONTRACT PROVISIONS**

**ARTICLE 1 – GENERAL**

These general contract provisions are incorporated in and become a part of the Agreement between WSB & Associates, Inc. (hereinafter referred to as Engineer) and the other party to the Agreement (Client) for the provision of engineering and related services, as set out in the Agreement to which this letter is attached. Either party may be hereinafter referred to as party or, collectively, parties. The starting date will commence when authorized by the Client.

As used herein the term "Agreement" means:

- (1) The agreement for engineering, surveying and planning services;
- (2) These general contract provisions;
- (3) The attached exhibits; and
- (4) The supplemental agreement(s), where applicable.

The attached exhibits shall govern over these General Contract Provisions and the Supplemental Agreement(s), where applicable, shall govern over attached exhibits and these general provisions. The Agreement constitutes the entire understanding between the Engineer and Client. The Agreement supersedes all prior written or oral understanding and may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

**ARTICLE 2 – STANDARD OF CARE**

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

**ARTICLE 3 – ADDITIONAL SERVICES**

If the Engineer determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, the Engineer's effort required to perform its services under this Agreement exceeds the estimate which formed the basis for the Engineer's compensation, Engineer shall promptly notify the Client of that fact. Upon notification, Engineer shall be entitled to additional compensation for same, and an extension of time for completion of work absent written objection by Client.

**ARTICLE 4 – LOCATION OF UNDERGROUND IMPROVEMENTS**

The Engineer and/or his or her authorized subconsultant will conduct the research that in his or her professional opinion is necessary and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. Such services by the Engineer or his or her subconsultant will be performed in a manner consistent with the ordinary standard of care. The Client recognizes that the research may not identify all underground improvements and that the information upon which the Engineer relies may contain errors or may not be completed.

The Client agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the Engineer and anyone for whom the Engineer may be legally liable, for claims by Client or its contractors of delay or additional compensation relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by the Engineer.

**ARTICLE 5 – CONSTRUCTION OBSERVATION**

If requested by Client, Engineer shall visit the project during construction to become familiar with the progress and quality of the contractors' work and to determine if the work is proceeding, in general, in accordance with plans, specifications or other contract documents prepared by Engineer for the Client. The Client has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. Engineer does not guarantee the performance of, and shall have no responsibility for, the acts, errors or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

Client acknowledges Engineer will not direct, supervise or control the work of contractors or their subcontractors, nor shall Engineer have authority over or responsibility for the contractors means, methods, or procedures of construction. Engineer's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety.

For Client-observed projects, the Engineer shall be entitled to rely upon and accept representations of the Client's observer. If the Client desires more extensive project observation or full-time project representation, the Client shall request such services be provided by the Engineer as an Additional Service. Engineer and Client shall then enter into a Supplemental Agreement detailing the terms and conditions of the requested project observation.

#### **ARTICLE 6 – OPINIONS OF PROBABLE COST**

Opinions, if any, of probable cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for are made or to be made on the basis of the Engineer's experience and qualifications and represent the Engineer's best judgment as an experienced and qualified professional design firm. The parties acknowledge, however, that the Engineer does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and any evaluation of any facility to be constructed or acquired, or work of necessity must be speculative until completion of construction or acquisition. Accordingly, the Engineer does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by the Engineer and assumes no responsibility for the accuracy of opinions of Probable Construction Costs. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator as part of its Project responsibilities.

#### **ARTICLE 7 – REUSE AND DISPOSITION OF INSTRUMENTS OF SERVICE**

All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Engineer pursuant to this Agreement are Engineer's Instruments of Service and Engineer retains all ownership interests in Instruments of Service, including copyrights. The Instruments of Service are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Engineer. Files in electronic format furnished to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. Engineer makes no representations as to long term compatibility, usability or readability of electronic files. If requested, at the time of completion or termination

of the work, the Engineer may make available to the Client the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, and (ii) fulfillment of the Client's obligations under this Agreement. Any use or re-use of such Instruments of Service by the Client or others without written consent, verification or adaptation by the Engineer except for the specific purpose intended will be at the Client's risk and full legal responsibility.

The Client will, to the fullest extent permitted by law, indemnify and hold the Engineer harmless from any claim, liability or cost (including reasonable attorneys' fees, and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of these Instruments of Service by the Client or any person or entity that acquires or obtains the reports, plans and specifications from or through the Client without the written authorization of the Engineer. Under no circumstances shall transfer of Instruments of Service be deemed a sale by Engineer, and Engineer makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. Engineer shall be entitled to compensation for any consent, verification or adaptation of the Instruments of Service for extensions of the Project or any other project.

#### **ARTICLE 8 – PAYMENTS**

Payment to Engineer shall be on a lump sum or hourly basis as set out in the Agreement. Engineer is entitled to payment of amounts due plus reimbursable expenses. Client will pay the balance stated on the invoice unless Client notifies Engineer in writing of any disputed items within 15 days from the date of invoice. In the event of any dispute, Client will pay all undisputed amounts in the ordinary course, and the Parties will endeavor to resolve all disputed items.

All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. Engineer shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amounts owed by Client. In addition, Engineer may, after giving seven days' written notice to Client, suspend services under this Agreement until it receives full payment for all amounts then due for services, expenses and charges.

#### **ARTICLE 9 – HAZARDOUS MATERIALS**

Notwithstanding the Scope of Services to be provided pursuant to this Agreement, it is understood and agreed that Engineer is not a user, handler, generator, operator, treater, storer, transporter or disposer of hazardous or toxic substances, pollutants or contaminants as any of the foregoing items are defined by Federal, State and/or local law, rules or regulations, now existing or hereafter amended, and which may be found or identified on any Project which is undertaken by Engineer.

The Client agrees to hold harmless, indemnify and defend Engineer and its officers, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind, except that this clause shall not apply to such liability as may arise out of Engineer's sole negligence in the performance of services under this Agreement arising from or relating to hazardous or toxic substances, pollutants, or contaminants specifically identified by the Client and included within Engineer's services to be provided under this Agreement.

#### **ARTICLE 10 – INSURANCE**

Engineer has procured general and professional liability insurance. On request, Engineer will furnish client with a certificate of insurance detailing the precise nature and type of insurance, along with applicable policy limits.

#### **ARTICLE 11 – TERMINATION**

This Agreement may be terminated by either party upon thirty days' written notice without cause. In the event of termination, copies of plans, reports, specifications, electronic drawing/data files (CADD), field data, notes, and other documents whether written, printed or recorded on any medium whatsoever, finished or unfinished, prepared by the Engineer pursuant to this Agreement and pertaining to the work or to the Project, (hereinafter "Instruments of Service"), shall be made available to the Client pursuant to Article 7. All provisions of this Agreement allocating responsibility or liability between the Client and Engineer shall survive the completion of the services hereunder and/or the termination of this Agreement.

#### **ARTICLE 12 – INDEMNIFICATION**

The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Engineer's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the Engineer is legally liable.

The Client agrees to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement.

#### **ARTICLE 13 – ASSIGNMENT**

Neither Party to this Agreement shall assign its interest in this agreement, any proceeds due under the Agreement nor any claims that may arise from services or payments due under the Agreement without the written consent of the other Party. Any assignment in violation of this provision shall be null and void.

#### **ARTICLE 14 – CONTROLLING LAW**

This Agreement is to be governed by the laws of the State of Minnesota.

#### **ARTICLE 15 – CONFLICT RESOLUTION**

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

#### **ARTICLE 16 – CONFIDENTIALITY**

The Engineer agrees to keep confidential and not to disclose to any person or entity, other than the Engineer's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information furnished to the Engineer and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Engineer to complete services under the Agreement or defend itself from any suit or claim.



**ARTICLE 17 – DATA PRACTICES  
COMPLIANCE**

Engineer will have access to data collected or maintained by the Client to the extent necessary to perform Engineer's obligation under this contract. Engineer acknowledges that, pursuant to Minn. Stat. § 13.05, subdivision 11, all of the data created, collected, received, stored, used, maintained or disseminated by Contract in performing the contract are subject to the requirements of the Minnesota Government Data Practices Act (the Act), Minnesota Statutes chapter 13. Engineer is required to comply with the requirements of the Act as if it were a government entity. Engineer acknowledges that the remedies provided in Minn. Stat. § 13.08 apply to Engineer with respect to such data. Engineer will notify the Client of all requests for data that Engineer receives. Engineer agrees to defend and indemnify the Client from any claim, liability, or damage that result from Engineer's violation of the Act or this section of the contract. Upon termination of this contract, Engineer agrees to return data to the Client as requested by the Client. The obligations of this section of the contract, including the obligation to defend and indemnify the Client, shall survive the termination of this Contract and shall continue so long as the data exists.

**WSB & ASSOCIATES, INC.**  
**EXHIBIT B**  
**CLIENT RESPONSIBILITIES**

The Client's responsibilities related to the services to be provided by Engineer are generally as set out below. These responsibilities can be modified through Supplemental Agreements.

In order to permit the Engineer to perform the services required under this Agreement, the Client shall, in proper time and sequence and where appropriate to the Project, at no expense to the Engineer:

1. Provide available information as to its requirements for the Project, including copies of any design and construction standards and comprehensive plans which the Client desires Engineer to follow or incorporate into its work.
2. Guarantee access to and make all provisions for the Engineer to enter upon public and private lands to enable the Engineer to perform its work under this Agreement.
3. Provide such legal, accounting and insurance counseling services as may be required for this Project.
4. Notify the Engineer whenever the Client observes or otherwise becomes aware of any defect in the Project construction or design.
5. Designate a Client Representative with authority to transmit and receive instructions and information, interpret and define the Client's policies with respect to services rendered by the Engineer, and authority to make decisions as required for Engineer to complete services required under this Agreement.
6. Act promptly to approve all pay requests, Supplemental Agreements, or request for information by Engineer as set out below.
7. Furnish data (and professional interpretations thereof) prepared by or services performed by others, including where applicable, but not limited to, previous reports, core borings, sub-surface explorations, hydrographic and hydrogeologic surveys, laboratory tests and inspection of samples, materials and equipment; appropriate professional interpretations of the foregoing data; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning, deed and other land use restrictions; and other special data.
8. Review all reports, sketches, drawings, specifications and other documents prepared and presented by the Engineer, obtain advice of legal, accounting and insurance counselors or others as Client deems necessary for such examinations and render in writing decisions pertaining thereto.

9. Provide the foregoing in a manner sufficiently timely so as not to delay the performance by the Engineer of the services in accordance with the Contract Documents.
10. Engineer shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client. Engineer shall endeavor to verify the information provided and shall promptly notify the Client if the Engineer discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
11. Client shall bear all costs incidental to compliance with the requirements of this article.

**WSB & ASSOCIATES, INC.**  
**EXHIBIT C**  
**SCOPE OF WORK**

**GENERAL SCOPE OF SERVICES FOR IMPROVEMENT PROJECTS**

**C.1 PRELIMINARY REPORT/STUDY PHASE**

Subject to further clarification and refinement on a project-by-project basis, the Engineer shall in proper time and sequence:

- C.1.1 Consult with the City representative to determine the requirements of the project, review available data, attend necessary conferences, and be available for general consultation.
- C.1.2 Advise the City as to the necessity of the City's providing or obtaining from others data or services and assist the City in obtaining such data and services.
- C.1.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project and participate in consultations with such authorities.
- C.1.4 Make such preliminary studies, layouts, or field surveys to verify and supplement existing elevation and topographic information and preliminary cost estimates to clearly identify potential construction or financing problems.
- C.1.5 Assist the City in obtaining all required subsurface investigations as required for the preparation of the feasibility report.
- C.1.6 Prepare a feasibility report on the preliminary engineering study of the project in sufficient detail to indicate the problems involved. The report shall include the desired phased program, if required, and the appropriate alternate solutions. The report will also include schematic layouts, sketches, conceptual design criteria with appropriate exhibits to indicate the considerations involved (including applicable requirements of governmental authorities having jurisdiction over the project), preliminary estimate of project cost, typical examples of proposed assessments preliminary identification of right-of-way and easement requirements, and the Engineer's conclusions and recommendations.
- C.1.7 Furnish copies of the feasibility report documents and review the feasibility report with City staff.
- C.1.8 If required, the Engineer shall present the feasibility report to the proper reviewing agencies and to the City Council. The Engineer shall attend the public hearing for the project.

**WSB & ASSOCIATES, INC.**  
**EXHIBIT C**  
**SCOPE OF WORK**

**C.2 FINAL DESIGN PHASE**

Subject to further clarification and refinement on a project-by-project basis, the Engineer shall, in proper time and sequence:

- C.2.1 On the basis of the accepted preliminary design documents and the current opinion of probable cost, prepare contract documents consisting of final drawings and specifications to show and describe the scope, extent, and character of the work to be furnished and performed by Contractor(s) including Advertisement for Bids, Instructions to Bidders, Bid Form, Form of Agreement, Performance and Payment Bond Form, General Conditions, Special Conditions, and Technical Specifications.
- C.2.2 Provide technical criteria, written descriptions and design data for use in filing applications for routine permits or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the project, and assist the City in consultations with appropriate authorities. The Engineer shall prepare and submit all permit applications to the appropriate agencies. The City shall be responsible for all permit fees.
- C.2.3 Advise the City of any adjustments to the latest opinion of probable cost caused by changes in extent or design requirements of the project and furnish a current opinion of probable cost based on the drawings and specifications.
- C.2.4 Prepare for review and approval by the City, its legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, advertisement for bid and instructions to bidders, and assist in the preparation of other related documents.
- C.2.5 Attend necessary conferences and be available for general consultation.
- C.2.6 Furnish three (3) copies of the above documents and of the drawings and specifications and present and review them in person with the City, along with completing a plans-in-hand site inspection. Make minor revisions and adjustments as required following review by the City.

**C.3 BIDDING PHASE**

Subject to further clarification and refinement on a project-by-project basis, the Engineer shall in proper time and sequence:

**WSB & ASSOCIATES, INC.**  
**EXHIBIT C**  
**SCOPE OF WORK**

- C.3.1 Furnish plans and specifications for agency review and furnish copies to the City for bidding and construction purposes as a part of this Contract.
- C.3.2 Issue addenda as appropriate to interpret, clarify, or expand the bidding documents.
- C.3.3 Assist the City in obtaining and evaluating bids and awarding contracts for the construction of the project.
- C.3.4 Consult with and advise the City as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for the portions of the work as to which such acceptability is required by the bidding documents.
- C.3.5 Consult with and advise the City concerning and determining the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.
- C.3.6 Attend bid opening and prepare bid tabulation sheets.

**C.4 CONSTRUCTION PHASE**

Subject to further clarification and refinement on a project-by-project basis, the Engineer shall:

- C.4.1 Consult with and advise the City and act as the City's representative as provided in the contract documents, which may not be modified to affect Engineer's responsibilities except by written agreement signed by the City and the Engineer.
- C.4.2 Conduct pre-construction conference to be attended by the Contractor, City, and others as may be requested by the City.
- C.4.3 Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor(s), and to determine if such work is proceeding in accordance with the contract documents. During such visits and on the basis of the on-site observations, the Engineer will keep the City informed of the progress of the work and will endeavor to identify for the City defects and deficiencies in the work of the Contractor(s). This agreement does not require the Engineer to evaluate contractor's safety methods. It is agreed that safety matters are Contractor's responsibility and that the Engineer shall be responsible only for the acts or omissions of its own employees. The Engineer may disapprove work as failing to conform to the contract documents. The Engineer shall not have

**WSB & ASSOCIATES, INC.**  
**EXHIBIT C**  
**SCOPE OF WORK**

control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. The Engineer shall be obligated, however, to disclose known dangerous circumstances to the City.

- C.4.4 Review samples, schedules, shop drawings, the result of tests and inspections, and other data which the Contractor is required to submit, but only for the conformance with the design concept of the project and compliance with the information given in the contract documents, (but such review shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incidental thereto). The Engineer shall receive and review (for general content as required by the specification), maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection which are to be assembled by the Contractor in accordance with the contract documents.
- C.4.5 Issue all instructions of the City to Contractor; issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required for the City's approval and have authority, as the City's representative, to require special inspection or testing of the work.
- C.4.6 Review the Contractor's application for payment, determine the amount owing the Contractor and make recommendations to the City regarding the payment thereof.

The Engineer's recommendations are based on on-site observations as an experienced and qualified design professional. The recommendations by the Engineer constitute a representation to the City that to the best of their knowledge, information and belief, the work has progressed to the point indicated on said application and the quality of work is in accordance with the contract documents, subject to the results of any subsequent test called for by the contract documents and any qualifications stated in his recommendations.

- C.4.7 Conduct, in the presence of the designated representative, a site visit to determine if the project is substantially complete and conduct a final site visit to determine if the work has been completed in accordance with the contract documents. Such site visits may include representatives from the City and/or other involved governmental agencies. If the Contractor has fulfilled all of his obligations, the Engineer shall give written notice to the City and the Contractor that the work is acceptable for final payment.

**WSB & ASSOCIATES, INC.**  
**EXHIBIT C**  
**SCOPE OF WORK**

- C.4.8 The Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. The Engineer shall be obligated, however, to disclose known dangerous circumstances to the City.
- C.4.9 The Engineer shall furnish the City with a list detailing final quantities and costs in a letter stating to the best knowledge of the Engineer that the work is in compliance with the plans, specifications and change orders.

**C.5 SCOPE OF SERVICES FOR DEDICATION PROJECTS**

Subject to further clarification and refinement on a project-by-project basis, the Engineer shall:

- C.5.1 Following written notice from the City Council review the platting, concept, design, plans and specifications for each Dedication Project to determine that they comply with those written City Standards that have been approved by the City Council for such projects. Require the developer or his Engineer to submit the plans to appropriate utility companies and other concerned agencies for their review, concurrence and issuance of permits as required. Upon completion of the review, submit a written report to the City Council to assist the Engineer and the City Council in approving or disapproving the proposed Dedication Project.
- C.5.2 Submit a written progress report to the City Council for each Dedication Project under construction. The report should include budget, schedule and progress information.
- C.5.3 Submit a written report to assist the City Council in determining that the project has been satisfactorily completed. The Engineer shall acquire from the developer or the developer's engineer five (5) sets of plans of the work that have been revised to show "as constructed" conditions, said plans to be submitted to the City within 90 days following completion of the project.

**C.6 GENERAL SCOPE OF SERVICES AS CITY ENGINEER**

As Engineer for the City, the Engineer shall perform the following duties:

- C.6.1 General Engineering and Project Management, including capital planning, policy formulation, budgeting, and assistance with Public Works maintenance issues.
- C.6.2 Construction Services, including monitoring of City and private projects, review of construction plans, and construction staking and surveying.
- C.6.3 Preparation of engineering reports and technical correspondence, including



**WSB & ASSOCIATES, INC.**  
**EXHIBIT C**  
**SCOPE OF WORK**

determination of need, preparation, review for compliance with City ordinances and policies, and review of reports prepared by other agencies.

- C.6.4 Participation in City meetings, including City Council, Planning Commission, Park Commission, Public Works Committee, internal staff meetings, and meetings with developers, members of the public, and other agencies.
- C.6.5 Respond to resident requests, including public presentations, evaluation of specific issues, and recommendations to staff and City Council.
- C.6.6 Establish and maintain a library of permits and applications, contract documents, and other items as needed.
- C.6.7 Establish regular office hours of at least one day per week, to be agreed upon by the City and the Engineer.
- C.6.8 Perform other duties as assigned from time to time by the City Council.

**C.7 SCOPE OF ADDITIONAL SERVICES AS THE ENGINEER**

If authorized in writing by the City, the Engineer shall furnish additional services of the following type:

- C.7.1 Providing services of professional subconsultants as required for a particular project.
- C.7.2 Providing the type of surveying or related engineering services necessary for preparation of permanent and/or temporary easements, boundary surveys, or plat documents.
- C.7.3 Providing services for preparation of preliminary and final assessment rolls.
- C.7.4 Review of developer's plats and concept plans. Provide assistance to the developer in preparing a plat for improvement projects.
- C.7.5 Additional services in connection with the project not otherwise provided for in this Agreement.

**WSB & ASSOCIATES, INC.**  
**EXHIBIT D**  
**COMPENSATION**

- D.1 The City shall pay the Engineer for Basic Services rendered on the basis of a negotiated lump sum fee, on an hourly basis, or as a percentage of the construction cost, as mutually agreed to and deemed fair and reasonable for the particular work to be performed. The method of payment will be determined at the start of the project.

Engineer's current fee schedule with hourly rates is attached to this contract as Exhibit F. The rate schedule is for 2014, and will remain in effect for services rendered through December 31, 2014.

The fee schedule will be evaluated on an annual basis by the Engineer and adjusted to account for inflation and other factors. The Engineer will submit a revised fee schedule prior to December 31 on an annual basis.

The following represents the compensation terms:

D.1.1 City Council, Planning Commission, and Park Commission Meetings

Engineer will be compensated at a lump sum rate of \$80.00 per meeting for City Council. Engineer will be compensated for attendance at Planning Commission and Park Commission meetings at our standard hourly rates.

D.1.2 General City Engineering Duties

Engineer will be compensated for these services based on the hourly rates listed in the fee schedule. Engineer recognizes that it is important for the City to maximize the ability to assign time during regular office hours to projects or escrow accounts as much as possible, and Engineer will strive to meet this goal.

D.1.3 Projects

Compensation for specific studies or the design and construction of City improvements will be determined on a project-by-project basis. The proposed compensation will be detailed within a written letter proposal submitted by the Engineer to the City prior to beginning work. If the scope of the project changes after it is authorized, the Engineer will discuss it with the City and determine an appropriate fee modification. Typically, project fees are billed either as lump sum, hourly not-to-exceed, or a percentage of the construction cost.

#### D.1.4 Development/Application Review

Services related to development review or review of other applications, will be completed by the Engineer on an hourly basis as needed. For items such as traffic studies, environmental reviews, and other more-defined items related to development review, the Engineer will establish a scope and fees for ease of tracking against escrow account balances.

#### D.1.5 Independent Consultants

The cost of services performed by independent consultants or agencies for environmental evaluation, soil testing, laboratory services, or other services will be billed to the City at the Engineer's cost with no markup.

#### D.1.6 Payment for Revisions or Other Work

If the City directs that revisions be made to the plans and specifications following approval of the plans and specifications by the City or if the City Council directs Engineer to perform other work, the Engineer shall be compensated for the cost of such revisions at the hourly fee. The Engineer shall be given additional compensation when additions consist of enlargement or extension of the project. Additional compensation will be on the same basis as agreed to for the original plans and specifications.

#### D.1.7 Receipt of Payment

In order to receive payment for services, the Engineer shall submit monthly invoices describing in detail the services performed in accordance with this contract. Separate statements shall be submitted for each project or a detailed breakdown shall be furnished showing the distribution of charges to each project. The City shall pay Engineer upon receipt of each monthly invoice. For hourly and percentage of construction cost contracts, the personnel who worked on the project shall be included. Construction services shall include daily reports detailing the time for each day that the individual was working on the project. All invoices will include the City representative who authorized the work.

#### D.1.8 Expenses

Engineer shall be reimbursed for reasonable expenses related to the scope of services of this contract and/or individual projects. The Engineer shall be reimbursed for the actual cost of the expenses, without markup. Typical expenses include, but are not limited to, the following:

- Permit fees
- Plan and specification reproduction fees
- Costs related to the development of project photos

The following shall not be considered reimbursable expenses:

- Mileage
- Mobile phone usage
- Computer equipment time
- Preparation and reproduction of common correspondence
- Mailing

**WSB & ASSOCIATES, INC.**  
**EXHIBIT E**  
**INSURANCE SCHEDULE**

GENERAL LIABILITY

Carrier:	The Travelers Indemnity Company	
Type of Insurance:	Commercial General Liability	
Coverage:	General Aggregate	\$2,000,000
	Products-Comp/Ops Aggregate	\$2,000,000
	Personal & Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000

AUTOMOBILE LIABILITY

Carrier:	The Travelers Indemnity Company	
Type of Insurance:	Hired Autos	
	Non-Owned Autos	
Coverage:	Combined Single Limit	\$1,000,000

WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY

Carrier:	Travelers	
Coverage	<u>Statutory</u>	
	Each Accident	\$ 1,000,000
	Disease-Policy Limit	\$ 1,000,000
	Disease-Each Employee	\$ 1,000,000

PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS)

Carrier:	XL Specialty Insurance Company
Coverage:	\$5,000,000 each claim/\$10,000,000 annual aggregate

Certificates of Insurance will be provided upon request.



## 2014 Rate Schedule

## 2014 RATE SCHEDULE

### EXHIBIT F

	<b>Billing Rate/Hour</b>
Principal	\$147
Associate	\$138
Senior Project Manager	\$128   \$138   \$147
Project Manager	\$113   \$119   \$128
Project Engineer	\$96   \$104   \$113   \$119   \$128
Graduate Engineer	\$76   \$82   \$87   \$92
Sr Landscape Architect / Sr Planner / Sr GIS Specialist	\$104   \$112   \$118   \$127   \$136
Landscape Architect / Planner / GIS Specialist	\$63   \$70   \$78   \$83   \$93   \$98
Engineering Specialist / Senior Environmental Scientist	\$86   \$93   \$98   \$104   \$113   \$122
Engineering Technician / Environmental Scientist	\$50   \$57   \$64   \$71   \$77   \$82
Construction Observer	\$85   \$90   \$95   \$100   \$106
Coring Crew	
One-Person Crew	\$155
Two-Person Crew	\$230
Survey Crew	
One-Person Crew	\$125
Two-Person Crew	\$155
Three-Person Crew	\$175
Underwater Inspection Dive Team	\$450
Office Technician	\$40   \$62   \$72   \$81

Costs associated with word processing, cell phones, reproduction of common correspondence and mailing are included in the above hourly rates. Vehicle mileage is normally included in our billing rates, but can be charged separately if specifically outlined by contract.

Reimbursable expenses include costs associated with plan, specification and report reproduction, permit fee, delivery cost, etc.

Rate Schedule is adjusted annually.

Each staff person is assigned one billing rate that is commensurate with their experience and expertise. Multiple rates illustrate the varying levels of experience within each category.



## **RESOLUTION NO. 2014-33**

### **CITY OF GRANT WASHINGTON COUNTY, MINNESOTA**

#### **A RESOLUTION DESIGNATING THE CITY COUNCIL AS THE CITY'S OFFICIAL REVIEWING BODY FOR LAND USE APPLICATIONS AND ZONING- RELATED MATTERS**

**WHEREAS**, under Minnesota law, municipalities are granted the discretion to create planning agencies including planning commissions which are advisory directly to the City's governing body.

**WHEREAS**, the City of Grant's ("City") Code of Ordinances, through Article 24, contemplates the establishment of a Planning Commission.

**WHEREAS**, the Code of Ordinances tasks the Planning Commission with the review, study and recommendation related to 1.) the City's Comprehensive Plan, 2.) all standard land use applications filed with the City, 3.) matters requiring a public hearing, 4.) drafting ordinances as requested by the City Council and 5.) such other matters and duties as the City Council may request or delegate.

**WHEREAS**, the City maintained a Planning Commission for the tasks identified in the Code until 2013 when planning applications were at a minimum and the administrative costs associated with maintaining the Planning Commission outweighed the minimal number of applications filed with the City and considered by the Commission for recommendation to the City Council.

**WHEREAS**, in February of 2013, the City Council voted to disband the membership of the Planning Commission but elected to retain the Planning Commission structure within its Code of Ordinances.

**WHEREAS**, the City Council's rationale for disbanding the membership of the Planning Commission focus upon the submission of only two land use application with the City in 2012 and the City's desire to maintain the Planning Commission structure for future use.

**WHEREAS**, the City Council discussion in February of 2013 noted that the City Council would assume the duties of the Planning Commission until such time as the membership of the Commission is reconstituted by the City Council.

**WHEREAS**, the action taken by the City Council in 2013 provides the City with the flexibility to control its administrative costs while leaving open the opportunity to reconstitute the

membership of the Planning Commission when land use applications within the City increase.

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

1. The City Council is hereby designated and appointed the body which shall review and consider all land use applications submitted to the City of Grant and until otherwise designated, shall assume all of the functions identified in the Code of Ordinances as being the responsibility of the Planning Commission.

Passed and adopted by the City Council for the City of Grant this 2<sup>nd</sup> day of December, 2014.

---

Tom Carr, Mayor

ATTEST:

---

Kim Points  
City Administrator / Clerk





## *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:** *November 24, 2014*

**Re:** *Justen Trail Ditch Grading*

Staff has continued to work toward the installation of a ditch along the west side of Justen Trail. The ditch will help improve drainage along the roadway by directing water along the roadway before it flows into the pavement of Justen trail. The ditch is planned be installed to maintain existing drainage patterns.

During recent discussion with a representative from Harmony Horse Farm, concerns were raised about the proposed ditch and the assumed drainage patterns. Additionally, the Brown's Creek Watershed District (BCWD) requested additional survey work and stormwater modeling to address the concerns from Harmony Horse Farm. This work is required before the project can move forward.

As this point, staff would like council direction before moving forward with the survey and modeling work. It is anticipated that the survey work will be about \$1400 and the stormwater modeling work and watershed coordination will be about \$1100. Total estimated at \$2500.

**Action:** Discussion. If desired, proceed with survey and stormwater modeling work.

## MEMORANDUM

<b>To:</b> Mayor and Grant City Council <b>CC:</b> Kim Points, City Clerk Nick Vivian, City Attorney <b>From:</b> Jennifer Haskamp, City Planner	<b>Date:</b> November 24, 2014 <b>RE:</b> Land Use definitions
---	---

At the regular meeting staff presented draft land use definitions for the following uses within the City's table of uses:

- Golf Courses and country clubs
- Home Occupations (Meeting Criteria/Not Meeting Criteria)
- Recreation areas – commercial
- Recreation areas – private
- Commercial Recreation

Per the direction of the Council, staff has prepared some additional information and draft language for consideration of the Council with respect to some of the draft definitions presented in November. Staff has prepared the following changes/additions for your review and consideration.

### Golf Courses and Country Clubs

Based on the information presented in November the following definition for a Golf Course, including the removal of the Country Club, was generally accepted. Therefore, staff has not prepared any additional language. However, if additions or deletions to this definition are desirable, we can certainly discuss and/or address this definition again at the November meeting.

**Golf Course and Country Club:** An area of land laid out for a minimum of nine (9) holes to play golf each including a tee, fairway, and putting green to include natural and artificial hazards. The Golf Course operations and grounds may include a clubhouse, driving range, maintenance buildings and other uses which support the principal operations of the golf course.

Table 32-245 would be revised as follows:

USE	ZONING DISTRICT				
	Conservancy	Agricultural A1	Agricultural A2	Residential R1	General Business (GB)
Golf courses and country clubs	N	C	C	C	N

### Home Occupations (Meeting Criterial/Not Meeting Criteria)

As discussed in November, the City of Grant's ordinances currently define home occupations as the following:

*Home occupation* means any gainful occupation or profession engaged in by an occupant only of a dwelling unit which is a use that is clearly incidental to the use of the dwelling unit for residential purposes, when conducted on the premises.

And, the table of uses then identifies the following (Strike outs as proposed by staff, and described below):

USE	ZONING DISTRICT				
	Conservancy	Agricultural A1	Agricultural A2	Residential R1	General Business (GB)
Home occupations (meeting criteria)	CC-P	CC P	CC P	CC P	N
Home occupations (not meeting criteria)	N	C	C	C	N

As presented in November, the difficulty with Home Occupations as currently established within the ordinance is related to the 'criteria' established within the Table of Uses because there is no criterion defined or established within the ordinance. This makes it difficult for staff, and the City, to know when a proposed use requires a certificate of compliance, a conditional use permit or nothing at all. It also became apparent during the course of the discussion with the Council, and after hearing from some residents after the meeting that there is some confusion as to what constitutes a home occupation in the first place. Staff would offer one piece of clarification regarding this matter – a Home Occupation requires the business to be actually addressed to the home as the principal place of business. So, for example, someone who drives their work truck home at night – but works for a company addressed to another location – would not be defined as a home occupation. Other parts of the ordinance would still apply to them, but not the home occupation. With that in mind, staff offers the following edits to the draft provided in November (shown in *italics*):

**Home occupation** means any gainful occupation or profession engaged in by an occupant only of a dwelling unit which is a use that is clearly incidental to the use of the dwelling unit for residential purposes, when conducted on the premises. The following criteria must be met, or the proposed use must be established as a conditional use in the zoning district proposed and proper permit obtained:

- a) No persons other than members of the Family who reside on the premises shall be engaged in such occupation;
- b) The use of the Dwelling Unit for the Home Occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and not more than ~~twenty~~ *thirty* percent (20-30%) of floor area of the Dwelling Unit shall be used in the conduct of the Home Occupation.
- e) *Any business operations conducted in an Accessory Building or garage shall be conducted entirely within the accessory building, and no exterior modifications to the building shall be permitted which would indicate that the structure is being used for commercial activity, except as permitted in Section d. and not more than 300-square feet of any garage or Accessory Building shall be used in the conduct of the Home Occupation;*

- d) There shall be no change in the outside appearance of the *Principal* Building or Premises, or other visible evidence of the conduct of such Home Occupation other than any signage as permitted by the City's ordinances.
- e) No traffic shall be generated by such Home Occupation in greater volume than would normally be expected to a residence in a residential neighborhood, and the driveway shall be designed accordingly.
- f) Parking areas may not exceed four (4) stalls and shall not be located in any required yard setback area and must be screened from any adjacent residential use.
- g) No equipment, activity, or process shall be used in such Home Occupation which creates, noise, vibration, glare, fumes, odors, or electrical interference detectable to the normal senses off the Lot.
- h) No outside storage is permitted.

#### **Recreation areas – commercial, Recreation areas – private, Commercial Recreation**

During the discussion at the November meeting, the Council was concerned about how to address commercial recreation within the City. While there seem to be some limited opportunities for commercial recreational uses in the community, it was generally felt that most of these uses would be primarily outdoor uses. For example, a Frisbee golf course with a clubhouse, an outdoor ice skating rink with a warming house, or a miniature golf course would all potentially be acceptable. However, uses such as commercial pools, ice arenas and athletic clubs would all likely be too demanding on services and not fit within most of the rural residential neighborhoods in the community. As such, the Council directed staff to come back with an alternate approach to 'commercial recreation' which is provided below for your review and consideration. As discussed, staff has further distinguished 'commercial recreation' with indoor and outdoor to further tailor the uses:

***Recreation, commercial indoor*** means a recreational use conducted entirely within a building for a fee, with or without seating for spectators, providing accommodations for a variety of individual, organized, or franchised sports. Examples include, but are not limited to, basketball, ice hockey, soccer, tennis, bowling alley, health and fitness club facilities, and other support facilities.

***Recreation, commercial outdoor*** means recreational uses conducted almost wholly outdoors for a fee, including, but not limited to golf driving ranges, miniature golf, frisbee golf courses, tennis courts and outdoor skating rinks. Such uses may include support accessory structures such as a ticket booth, warming house, or small bathroom facility, but in all cases shall be clearly incidental to the principal outdoor recreational use.

No changes have been made to the following definition for ***recreation, private*** based on the November discussion:

***Recreation, private*** means an accessory structure and/or use that are customary and incidental to the principal residential use of a site, including swing sets, play structures, sand boxes, tennis courts, sport courts, swimming pools and the like, intended for the enjoyment and convenience of the residents of the principal use and their occasional guests.

Based on the integration/revision of these three uses, the following modifications to the use table would be necessary:

USE	ZONING DISTRICT				
	Conservancy	Agricultural A1	Agricultural A2	Residential R1	General Business (GB)
<del>Commercial recreation</del> Recreation, <del>Commercial indoor</del>	GN	GN	GN	GN	C
<del>Recreation areas — commercial</del> Recreation, Commercial outdoor	N	C	CN	CN	C
<del>Recreation areas — private</del> Recreation, Private	P	P	P	P	N

**CITY OF GRANT, MINNESOTA  
RESOLUTION NO. 2014-31**

**RESOLUTION ADOPTING FINAL CITY BUDGET FOR 2015**

**WHEREAS**, the City of Grant established a preliminary certification of the City of Grant's levy at its September 2nd, 2014 meeting; and

**WHEREAS**, the City of Grant is not required to and will not hold public hearings for the 2015 final budget; and

**WHEREAS**, the City Council for the City of Grant wishes to establish its final 2015 budget which must be certified to the Washington County Auditor/Treasurer by December 28, 2014;

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

**BE IT RESOLVED**, that the City Council of the City of Grant, Washington County, Minnesota hereby adopts a final City budget for 2015 in the amount of \$1,274,025.

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

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

Whereupon, said resolution was declared duly passed and adopted and signed by the Mayor and attested by the City Clerk, passed by the City Council, City of Grant, Washington County, Minnesota, on this 2nd day of December, 2014.

---

Thomas Carr, Mayor

---

Kim Points, Administrator/Clerk

**CITY OF GRANT, MINNESOTA  
RESOLUTION NO. 2014-32**

**RESOLUTION ESTABLISHING THE FINAL LEVY CERTIFICATION FOR THE  
CITY'S GENERAL FUND AT \$1,054,678**

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

**WHEREAS**, the City Council is required to adopt its 2015 Final Levy Certification on or before December 28, 2014; and

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

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

Establish the 2015 General Fund Final Levy's certification at \$1,054,678

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

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



Whereupon, said resolution was declared duly passed and adopted and signed by the Mayor and attested by the City Clerk, passed by the City Council, City of Grant, Washington County, Minnesota, on this 2nd day of December, 2014.

---

Thomas Carr, Mayor

Attest:

---

Kim Points, Administrator/Clerk

## **AGENDA ITEM 6 C-G**

**STAFF ORIGINATOR**      Kim Points  
**MEETING DATE**            December 2, 2014  
**TOPIC**                        2015 Liquor License

### **BACKGROUND**

Every year at the December City Council meeting, liquor licenses are approved for the following year, based on state approval, insurance, background checks and all fees paid.

Resolutions for each of the City's license holders that submitted their renewals are attached and states approval is based on the outlined conditions.

Staff is requesting a separate motion, second and vote be taken for each individually.

### **STAFF RECOMMENDATION**

Approve the 2015 Liquor Licenses

## **Resolution No. 2014-34**

**Resolution to Approve On-Sale/Sunday Liquor License for MoGrow Inc.**

**(DBA: Indian Hills)**

WHEREAS, MoGrow Inc. submitted an application for the issuance of an On-Sale/Sunday Intoxicating Liquor License; and

WHEREAS, the Washington County Sheriff's Department completed the required Background check and found nothing to prevent issuance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grant that the City Council does hereby approve issuance of an On-Sale/Sunday Intoxicating Liquor License to the applicant listed below for the period of January 1, 2015 through December 31, 2015:

MoGrow Inc.  
6667 Keats Avenue N  
Stillwater, MN 55082  
Licensee: Michael Regan

BE IT FURTHER RESOLVED that licensing is contingent upon said applicant making payment of their taxes and submission of appropriate license fees, necessary liability insurance, to the Administrator/Clerk.

PASSED: December 2, 2014 by the City Council of the City of Grant

---

Tom Carr, Mayor

---

Kim Points, Administrator/Clerk

## **Resolution No. 2014-35**

### **Resolution to Approve On-Sale/Sunday Liquor License for Schone's Inc.**

**(DBA: Gasthaus Bavarian Hunter)**

WHEREAS, Shone's Inc. submitted an application for the issuance of an On-Sale/Sunday Intoxicating Liquor License; and

WHEREAS, the Washington County Sheriff's Department completed the required Background check and found nothing to prevent issuance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grant that the City Council does hereby approve issuance of an On-Sale/Sunday Intoxicating Liquor License to the applicant listed below for the period of January 1, 2015 through December 31, 2015:

Schone's Inc.

8390 Lofton Avenue N

Stillwater, MN 55082

Licensee: Kimberly Quade

BE IT FURTHER RESOLVED that licensing is contingent upon said applicant making payment of their taxes and submission of appropriate license fees, necessary liability insurance, to the Administrator/Clerk..

PASSED: December 2, 2014 by the City Council of the City of Grant

---

Tom Carr, Mayor

---

Kim Points, Administrator/Clerk

## **Resolution No. 2014-36**

**Resolution to Approve On-Sale/Sunday Liquor License for Nicholson-Stillwater Oaks LLC.**

**(DBA: Stillwater Oaks Golf Course)**

WHEREAS, Stillwater Oaks Golf Course . submitted an application for the issuance of an On-Sale/Sunday Intoxicating Liquor License; and

WHEREAS, the Washington County Sheriff's Department completed the required Background check and found nothing to prevent issuance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grant that the City Council does hereby approve issuance of an On-Sale/Sunday Intoxicating Liquor License to the applicant listed below for the period of January 1, 2015 through December 31, 2015:

Stillwater Oaks Golf Course

11177 McKusick Road

Grant, MN 55082

Licensee: Nicholson-Stillwater Oaks LLC

BE IT FURTHER RESOLVED that licensing is contingent upon said applicant making payment of their taxes and submission of appropriate license fees, necessary liability insurance, to the Administrator/Clerk..

PASSED: December 2, 2014 by the City Council of the City of Grant

---

Tom Carr, Mayor

---

Kim Points, Administrator/Clerk



## **Resolution No. 2014-37**

### **Resolution to Approve On-Sale/Sunday Liquor License for Loggers Trail Golf Club.**

**(DBA: Loggers Trail Golf Club)**

WHEREAS, Loggers Trail Golf Club . submitted an application for the issuance of an On-Sale/Sunday Intoxicating Liquor License; and

WHEREAS, the Washington County Sheriff's Department completed the required Background check and found nothing to prevent issuance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grant that the City Council does hereby approve issuance of an On-Sale/Sunday Intoxicating Liquor License to the applicant listed below for the period of January 1, 2015 through December 31, 2015:

Loggers Trail Golf Club

11950 80<sup>th</sup> Street N

Stillwater, MN 55082

Licensee: Daniel Pohl

BE IT FURTHER RESOLVED that licensing is contingent upon said applicant making payment of their taxes and submission of appropriate license fees, necessary liability insurance, to the Administrator/Clerk..

PASSED: December 2, 2014 by the City Council of the City of Grant

---

Tom Carr, Mayor

---

Kim Points, Administrator/Clerk

## **Resolution No. 2014-38**

### **Resolution to Approve On-Sale/Sunday Liquor License for Applewood Hills LLC**

**(DBA: Applewood Hills)**

WHEREAS, Applewood Hills LLC submitted an application for the issuance of an On-Sale/Sunday Intoxicating Liquor License; and

WHEREAS, the Washington County Sheriff's Department completed the required Background check and found nothing to prevent issuance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grant that the City Council does hereby approve issuance of an On-Sale/Sunday Intoxicating Liquor License to the applicant listed below for the period of January 1, 2015 through December 31, 2015:

Applewood Hills, LLC

11840 60<sup>th</sup> Street N

Stillwater, MN 55082

Licensee: Jason Esch

BE IT FURTHER RESOLVED that licensing is contingent upon said applicant making payment of their taxes and submission of appropriate license fees, necessary liability insurance, to the Administrator/Clerk..

PASSED: December 2, 2014 by the City Council of the City of Grant

---

Tom Carr, Mayor

---

Kim Points, Administrator/Clerk

## **City Council Report for November 2014**

To: Honorable Mayor & City Council Members

From: Jack Kramer Building & Code Enforcement Official

### **Zoning Enforcement:**

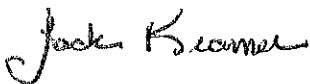
1. The City Attorney, City Planner and I met with Mr. Scott Jordan the owner of the "Dellwood Wedding Barns Venue" to discuss the issues of the noise complaints generated during his business hours. The meeting allowed us to gather information on his current procedures regarding prevention and control of the noise issues.

Discussion continued with possible solutions to prevent further and future noise complaints.

### **Building Permit Activity:**

1. Twenty-Five (25) Building Permits were issued for a total valuation of \$ 894,108.87.

Respectfully submitted,

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

Jack Kramer

Building & Code Enforcement Official

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

2014-166	Re-Roof	Wells Fargo	9180 Justen Trl.	10/3/2014	\$ 8,000.00	\$ 153.25	\$ 114.93	\$ -	\$ 4.00	
2014-167	Shed	Grubb	6639 Jasmine Ave. N.	10/4/2014	\$ 2,800.00	\$ 83.25	\$ 62.43	\$ 54.11	\$ 1.40	
2014-168	Swimming Pool	Jewett	7650 Leeward Ave. N.	10/6/2014	\$ 57,000.00	\$ 692.75	\$ 519.56	\$ -	\$ 28.50	
2014-169	Deck	Humpal	6616 Indian Wells Trl.	10/8/2014	\$ 8,000.00	\$ 153.25	\$ 114.93	\$ 99.61	\$ 3.92	
2014-170	HVAC Permit	Humpal	6616 Indian Wells Trl.	10/8/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00	
2014-171	HVAC Permit	Ervin	7101 Joceyln Rd. N.	10/9/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00	
2014-172	Plumbing	Magnusson	9895-65th. St. N.	10/9/2014	N/A	\$ 89.00	\$ 60.00	\$ -	\$ 5.00	
2014-173	Windows	Lutz	10650 Ideal Ave. N.	10/9/2014	\$ 84,994.00	\$ 713.75	\$ 535.31	\$ -	\$ 42.49	
2014-174	Kitchen Remo	Knoll	10081 -103rd. St. N.	10/9/2014	\$ 16,833.87	\$ 279.00	\$ 209.25	\$ -	\$ 8.41	
2014-175	Re-Roof	Thum	8575 Kimbro Ln. N.	10/10/2014	\$ 7,600.00	\$ 153.25	\$ 114.93	\$ -	\$ 3.80	
2014-176	HVAC Permit	Bigalke	11395 Irish Ave. N.	10/10/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00	
2014-177	HVAC Permit	Opp	9130 Knollwood Dr.	10/11/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00	
2014-178	HVAC Permit	Marotz	8888 Jamaica Ave. N.	10/11/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00	
2014-179	HVAC Permit	Pritsmuller	7691 Jamaica Ave. N.	10/11/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00	
2014-180	House & Gar.	Jordan	7347-115th. St. N.	10/14/2014	\$ 610,000.00	\$ 3,756.25	\$ 2,817.18	\$ 2,441.56	\$ 305.00	
2014-181	Skylight	Helander	6261 Jasmine Ave. N.	10/14/2014	\$ 450.00	\$ 23.50	\$ 17.62	\$ -	\$ 0.50	
2014-182	Re-Roof	Garnisen	9475-85th. St. N.	10/14/2014	\$ 20,000.00	\$ 321.25	\$ 240.93	\$ -	\$ 10.00	
2014-183	Windows	Pogalz	6040 Inwood Ct. N.	10/14/2014	\$ 2,151.00	\$ 83.25	\$ 62.43	\$ -	\$ 1.07	
2014-184	HVAC Permit	Magnusson	9895-65th. St. N.	10/15/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00	
2014-185	Plumbing	Grund	9431 Lansing Ave. N.	10/15/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00	
2014-186	Kitchen Remo	Abraham	10370 Jody Ave Ct. N.	10/17/2014	\$ 30,880.00	\$ 452.35	\$ 339.26	\$ -	\$ 15.44	
2014-187	HVAC Permit	Kennedy	10505-107th. St. N.	10/22/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00	
2014-188	Re-Roof	Barrett	519 Maple St. N.	10/23/2014	\$ 12,900.00	\$ 223.25	\$ 167.43	\$ -	\$ 6.45	
2014-189	Plumbing	Mackensie	10210 Hadley Ave.	10/23/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00	
2014-190	Add/Deck	S&D Real	1470 Maple St.	10/24/2014	\$ 32,500.00	\$ 472.55	\$ 354.41	\$ 259.90	\$ 16.25	
Monthly total					\$ 894,108.87	\$ 8,449.90	\$ 6,330.60	\$ 2,855.18	\$ 502.23	