

**City of Grant
City Council Agenda
May 5, 2015**

The regular monthly meeting of the Grant City Council will be called to order at 7:00 o'clock p.m. on Tuesday, May 5, 2015, 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. April 7, 2015 City Council Meeting Minutes
- B. Bill List, \$41,372.33
- C. Brochman Blacktopping, Pothole Repair, \$19,658.65
- D. Kline Bros. Excavating, Road Work, \$14,055.00

5. STAFF AGENDA ITEMS

- A. City Engineer, Phil Olson
 - i. 2015 Roadway Patching

ii. 2015 Special Road Projects

iii. Roadway Contractor

iv. Consideration of Resolution No. 2015-11, Supporting Dedicated State Funding for City Streets -

B. City Planner, Jennifer Haskamp

i. Consideration of Ordinance No. 2015- 41, Recreation, Commercial Uses

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

6. NEW BUSINESS

A. Roles and Responsibilities of City of Grant Planning Commission

7. UNFINISHED BUSINESS

8. DISCUSSION ITEMS

A. City Council Reports (any updates from Council)

B. Staff Updates

1) Memo from April 2015 Meeting

2) Consideration of Emergency Management Presentation, 6:30 pm June 2, 2015

3) Procedure for Agenda Items

9. COMMUNITY CALENDAR MAY 6 THROUGH MAY 31, 2015:

Mahtomedi Public Schools Board Meeting, Thursday, May 14th and 28th, 2015, Mahtomedi District Education Center, 7:00 p.m.

Stillwater Public Schools Board Meeting, Thursday, May 14th 2015, Stillwater City Hall, 7:00 p.m.

Charter Commission Meeting, Thursday, May 21st, Mahtomedi City Hall, 7:00 p.m.

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

10. ADJOURNMENT

CITY OF GRANT
MINUTES

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DATE : April 7, 2015
TIME STARTED : 7:00 p.m.
TIME ENDED : 10:14 p.m.
MEMBERS PRESENT : Councilmember Sederstrom, Lobin, Huber,
Lanoux 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 7:00 p.m.

PUBLIC INPUT

- (1) Mr. Lee Becker, 8990 107th Street – Cell Tower and aesthetic camouflage.
- (2) Mr. Bob Tufty, Jasmine Ave. – Attorney sitting at Council table.
- (3) Mr. Tim Dewuske, Mahtomedi – Answers to MS4 questions.
- (4) Mr. Jim Derusk, 8682 Jamaca – By-pass lane on Jamaca turning left.

PLEDGE OF ALLEGIANCE

SETTING THE AGENDA

Council Member Lobin moved to approve the agenda, as presented. Council Member Huber seconded the motion. Motion carried with Council Member Sederstrom Lanoux voting nay.

CONSENT AGENDA

| | |
|--|----------|
| Bill List, \$42,830.38 | Approved |
| Brochman Blacktopping, Pothole Repair, \$10,163.00 | Approved |
| Engineering Guidelines Per MS4 Requirements | Approved |
| East Metro Water Resource Education | |

1 Program: Partnership Agreement Removed

2

3 2015 Dust Control Cost Quote Approved

4

5 Council Member Lanoux moved to approve the consent agenda, moving Item 4D, East Metro
6 Water Resource Education Program to Item 7D under New Business. Council Member
7 Sederstrom seconded the motion. Motion carried unanimously.

8

9 **CONCEPT PLAN REVIEW, MICK LYNSKEY**

10

11 Mr. Mick Lynskey, Lynskey and Clark Companies, came forward and stated his client is looking for
12 some Council feedback regarding a rezone on 60th Street to allow for a self-storage facility.

13

14 Council Member Lanoux stated the Planning Commission needs to look at the request.

15

16 Council Member Huber stated the proposal is actually good thinking but he believes it is premature
17 for the City to do anything with the commercial corridor at this point.

18

19 Council Member Sederstrom stated he would support this type of development and the rezone.

20

21 Council Member Lobin stated she is not in favor of changing the current zoning, although she is not
22 opposed to the idea of the self-storage facility.

23

24 Mayor Carr advised the zoning could be changed or it could be allowed in A-2 but he would not want
25 self-storage allowed in all A-2 zones. The Comprehensive Plan stated the City will stay rural and a
26 storage facility is not rural so he would not support the proposed change.

27

28 City Planner Haskamp noted the proposal would also require a Comprehensive Plan amendment that
29 requires a 4/5 vote.

30

31 **STAFF AGENDA ITEMS**

32

33 **City Engineer, Phil Olson**

34

35 **Consideration of Ordinance No. 2015-38 and Ordinance No. 2015-39, MS4 Requirements –**

36 City Engineer Olson advised the Minnesota Pollution Control Agency (MPCA) requires that the City
37 of Grant obtain a Municipal Separate Storm Sewer System (MS4) Permit on a 5-year cycle. The
38 City’s MS4 Permit was reissued by the MPCA on April 3, 2014. The public hearing for the
39 Ordinance was held at the March City Council meeting.

40

41 With the reauthorization of the permit, the City is required to come into compliance with the most
42 current permit requirements and update their Stormwater Pollution Prevention Plan (SWPPP). This
43 updated SWPPP contains six program components:

44

- Public education and outreach;

45

- 1 • Public participation;
- 2 • Illicit discharge detection and elimination;
- 3 • Construction site stormwater runoff control;
- 4 • Post-construction stormwater management; and
- 5 • Good housekeeping and pollution prevention practices for municipal operations.

6

7 ***Ordinance Analysis***

8 Staff has reviewed the City’s ordinances and identified where the current ordinances have deficiencies
9 according to the new requirements of the MS4 Permit. Additionally, staff compared the City’s
10 ordinances to the Environmental Protection Agency’s model ordinances, and ordinances that have
11 been adopted by other cities that are representative of the type of language and content needed to
12 satisfy the new permit requirements. The revisions to the ordinance are designed to bring the City’s
13 ordinances into compliance with the new regulatory mechanism requirements of the MS4 General
14 Permit.

15

16 An additional memo has been prepared by the City Planner. The memo provides specific information
17 regarding the new ordinance changes.

18

19 ***Partnership Update***

20 WSB staff has initiated contact with Angie Hong, the education coordinator of the East Metro Water
21 Resource Education Program (EMWREP) to form a potential partnership. The EMWREP is a
22 partnership formed in 2006 to serve 18 local units of government in the east metro area. The purpose
23 of the shared education program is to provide education about the impacts of non-point source
24 pollution on local lakes, rivers, streams, wetlands and groundwater resources and to engage people
25 and communities in projects that will help to protect and improve water quality in the region. By
26 joining the EMWREP, the City will be able to meet the education and outreach, and public
27 participation requirements of the MS4 permit for \$560 per year.

28

29 City Engineer Olson reviewed the City Planner staff report noting staff has been working to update
30 the City’s Ordinances for compliance with the Minnesota Pollution Control Agency’s stormwater
31 program for municipal separate storm sewer systems (MS4). The proposed amendments and additions
32 include modifications to Chapter 30 Subdivisions and Chapter 32 Zoning of the City Code. Since
33 some of the proposed changes affect the land use chapters of the City Code, a duly noticed public
34 hearing was published for the March 3, 2015 regular City Council meeting.

35

36 City Engineer Olson reviewed the following summary of the proposed ordinance amendments and
37 additions, is provided for your review and consideration:

- 38 • **Chapter 30 Subdivisions:** The attached draft Ordinance 2015-38 includes amendments to the
39 following sections: 30-1 Definitions; 30-3 Enforcement; 30-58 Data required (for Preliminary
40 Plat); and 30-173 Land Requirements. Additions to Chapter 30 include the following:
41 Sections 30-16 Incorporation by Reference; 30-172 Erosion and Sediment Control Plans; and
42 30-173 Stormwater Management Plans.

1 The proposed changes relate primarily to addressing stormwater management and erosion
2 control when any land altering activities are proposed. This change will require applicants to
3 prepare the appropriate plans related to these components for review by the City Engineer
4 during a project application process. The plans must be submitted and approved prior to any
5 activity on the site. The enforcement section of this ordinance was also amended to help
6 assure compliance with these requirements and clarify the process if any activity that requires
7 a plan and review is conducted without appropriate approvals.

- 8 • **Chapter 32 Zoning:** The attached draft Ordinance 2015-39 includes amendments to the
9 following sections: 32-32 Violations; 32-35 Certificate of Compliance; 32-143 Application
10 (for Conditional Use Permit); 32-181 Building permit and compliance with building code
11 requirements; 32-185 Grading permit required, exceptions; and 32-341 Drainage. Additions
12 to Chapter 32 include: 32-7 Incorporation by Reference.

13 The proposed amendments relate to those sections of the zoning ordinance which have the
14 potential to permit and approve activities and projects that may disturb the land. For example,
15 if an Applicant proposes to construct a new supper club and therefore needs a Conditional Use
16 Permit, there would likely be significant construction and land altering activities that would
17 occur. In these cases, the Applicant will be required to submit the appropriate stormwater
18 management plans and erosion control plans to ensure compliance with the City’s Ordinances.
19 With respect to the enforcement of such requirements, the code is also updated and refers back
20 to the process contained within Chapter 30 to ensure uniform enforcement of any potential
21 issues.

22
23 **Council Member Huber moved to approve Ordinance No. 2015-38 and Ordinance No. 2015-39,**
24 **as presented. Council Member Lobin seconded the motion. Motion carried with Council**
25 **Member Sederstrom and Lanoux voting nay.**

26
27 **Consideration of Resolution No. 2015-09, Summary Publication of Ordinance No. 2015-38 & 39**
28 **– City Engineer Olson advised Resolutin No. 2015-09 authorizes a summary publication of Ordinance**
29 **No. 2015-38 & 39.**

30
31 **Mayor Carr moved to adopt Resolution No. 2015-09, as presented. Council Member Lobin**
32 **seconded the motion. Motion carried with Council Member Lanoux voting nay.**

33
34 **Consideration of Ordinance No. 2015-40, Repealing Ordinance No. 2011-25 and Providing New**
35 **Illicit Discharge Ordinance - Illicit Discharge Ordinance 2015-40.** In 2011, the City of Grant City
36 Council adopted ordinance number 2011-25 Illicit Discharge and Connection Stormwater Ordinance.
37 To comply with the new MS4 standards additions to the ordinance are required. As such, staff is
38 recommending that the Council simply repeal all of Ordinance 2011-25, and adopted ordinance
39 number 2015-40 in replacement. Since this Ordinance is not contained within Chapter 30 or 32 a
40 public hearing regarding these changes is not required.

1 Council Member Lanoux stated Ordinance No. 2011-25 is not the illicit discharge ordinance but
2 refers a lot line adjustment. He stated he is also concerned that the MS4 does not fit the City and the
3 City should be meeting with the Watershed Districts.

4
5 City Engineer Olson advised the City is a MS4 City. The law requires this to be done and the
6 ordinance revisions include a process to follow up on violations.

7
8 Staff noted Ordinance No. 2011-25 is is the Illicit Discharge Ordinance previously approved by the
9 City Council.

10
11 **Council Member Huber moved to approve Ordinance No. 2015-40, as presented. Council**
12 **Member Lobin seconded the motion. Motion carried with Council Member Lanoux voting nay.**

13
14 **Consideration of Resolution No. 2015-10, Summary Publication of Ordinance No. 2015-40 –**
15 City Engineer Olson advised Resolution No. 2015-10 authorizes a summary publication of Ordinance
16 No. 2015-40.

17
18 **Council Member Huber moved to adopt Resolution No. 2015-10, as presented. Council**
19 **Member Lobin seconded the motion. Motion carried with Council Member Lanoux voting nay.**

20
21 **Consideration of 2015 Special Road Projects –** City Engineer Olson advised each year the City
22 completes a special road project within the City. In past years, the projects have addressed specific
23 areas with drainage problems on the roadway and/or areas where small patches are no longer a cost
24 efficient solution.

25
26 This year, Keats Avenue is a candidate for a special road project. Keats Avenue is approximately
27 3700 feet long with potholes along the length of the roadway. Due to the extent of patching needed
28 the entire length of roadway would benefit from a large patch/overlay. With the current budget, this
29 would likely be a 2 to 3 year project.

30
31 An alternate roadway for consideration is Joliet Avenue between Highway 96 and Jody Avenue. This
32 roadway has more isolated issues that could be completed with one year of funding.

33
34 The 2015 budget for special road projects is \$25,000.

35
36 Council Member Sederstrom suggested a road matrix be put in place for decision making.

37
38 City Engineer Olson advised the special road project proposed was recommended by the previous
39 Road Commisisoner and Brochman had suggested Joliet. The City does hava road system that has
40 been identified and includes road counts. He recommended moving forward with Keats as it is cost
41 efficient at this point. The project goes above and beyond the normal patching.

1 Mayor Carr suggested holding off on this and starting with something other than Keats. He also
2 asked if residents on that road should be notified about the project and ask for them to help with the
3 project.

4
5 Council Member Huber stated he would like to move forward with Keats and complete a third of the
6 roadway, the first section.

7
8 City Engineer Olson stated a letter would be sent to residents on Keats asking for feedback.

9
10 This item will be on the regular Council agenda at the May City Council meeting.

11
12 **2015 Roadway Patching** – City Engineer Olson advised In 2013, Council adopted a revised Seal
13 Coat/Roadway Maintenance Plan that includes both seal coat and patching roadways based on the
14 pavement condition. The plan alternates patching and seal coating projects every other year in an
15 effort to keep costs lower by maintaining larger project areas. In 2015, patching is planned on Hadley
16 Avenue, 88th Street/Jeffrey Avenue, and Kimbro Avenue.

17
18 The Seal Coat/Roadway maintenance plan allows the City to give residents an opportunity to utilize
19 the patching money for a larger overlay or rehabilitation project. By notifying residents that their road
20 is scheduled for patching in the near future, residents would have the ability to petition the city for a
21 project with partial funding from this project.

22
23 A standard letter has been attached for council review prior to mailing to the property owners along
24 each roadway. Letters can be mailed by the end of April and will request resident feedback by the end
25 of May. If residents and the city elect to move forward with the planned patching, Brochman
26 Blacktopping is already under contract for the city's patching work and is prepared to complete the
27 work.

28
29 The budget for 2015 is \$68,000. The 2015 Seal Coat/Roadway Maintenance Plan is attached for
30 review.

31
32 **Mayor Carr moved to approve the 2015 Roadway Patching, as presented. Council Member**
33 **Lobin seconded the motion. Motion carried unanimously.**

34
35 **City Planner, Jennifer Haskamp**

36
37 **Consideration of Ordinance No. 2015-41, Recreation Commercial Uses** – City Planner Haskamp
38 At the March 3rd City Council meeting a staff report was prepared soliciting feedback and comments
39 from council members regarding performance standards for Recreation, Commercial (indoor and
40 outdoor) uses. Some of the comments that were passed on to Staff included the following:

- 41
42
 - Request for inclusion of 'grandfathering' clause

43
44 Staff also provided the opportunity to council members to email comments to the
45 Clerk/Administrator, and none have been received to date. With respect to the 'grandfathering'

1 clause, staff would ask council members to review Sections 32-79 through 32-86 of the City Code
2 which addresses Nonconformities in the City to determine whether additional language is necessary.
3 Staff has reviewed this section and believes it would adequately address a legal non-conforming use
4 moving forward, and therefore has not provided additional language in the attached draft ordinance.
5

6 As stated in the February staff report, a draft ordinance with initial thoughts on performance standards
7 is provided for your discussion at the April meeting. Staff is looking for general feedback regarding
8 the ordinance, and would specifically call your attention to the following questions:
9

- 10 ▪ Should there be a principal residential use required as part of an outdoor facility?
- 11 ▪ Should there be restrictions on the number of Accessory Facilities and allowable square
12 footage? How should this be determined if the Principal use is outdoors (if it is determined
13 that a residential use is not required)?
- 14 ▪ Should lighting of outdoor facilities be permitted? (i.e. lighting of a baseball field, or an
15 outdoor ice rink?)
- 16 ▪ Should there be a maximum occupancy of Outdoor facilities? (Indoor will automatically be
17 regulated through the building code).
- 18 ▪ What are the appropriate setbacks of such facilities? What is reasonable to ‘buffer’ between a
19 recreational use and an adjacent residential area?
- 20 ▪ Should there be restrictions on “covered” areas? For example, picnic pavilions?

21
22 The Council directed staff to revised the draft ordinance to eliminate indoor recreation all together;
23 outdoor recreational facility sizes need to be spelled out and limited; storm shelter requirements;
24 limits on occupancy; setbacks that are very sensitive to neighbors and go above and beyond screening;
25 and statement that it is an allowed accessory use only.
26

27 This item will be on the regular agenda at the May City Council meeting.
28 .

29 **City Attorney, Nick Vivian**

30
31 **First Year Review of Conditional Use Permit, 7373 120th Street** – City Attorney Vivian
32 recommended this item be table to a future Council Meeting.
33

34 **Consideration of Liquor License Application, 7373 120th Street** – City Attorney Vivian
35 recommended this item be tabled to a future Council meeting.
36

37 Council Member Huber pointed out that a first year CUP review has never been on the Council
38 agenda before and he requested it not be on a future agenda.
39

40 **Mayor Carr moved to table First Year Review of Conditional Use Permit, 7373 120th Street and**
41 **Liquor License Application, 7373 120th Street, to a future Council Meeting. Council Member**
42 **Lanoux seconded the motion. Motion carried unanimously.**
43

1 **Censure Review of Council Member** – City Attorney Vivian advised on February 3, 2015 the Grant
2 City Council adopted Resolution No. 2015-07, a resolution censuring Council Member Lanoux. The
3 Censure Resolution was adopted following an incident at the City office regarding a breach in the
4 security of the City’s files and public documents. The breach was a result of certain actions taken by
5 Council Member Lanoux in which he unlawfully removed the City’s property file for 9711 Keswick
6 Avenue from the City’s office without authorization. The City Council was notified of this breach
7 immediately following the incident.

8
9 City Attorney Vivian stated the sixty day censure period expired on April 4, 2015. As provided by the
10 Censure Resolution, the matter is now before the City Council for review. He reviewed the noted
11 violations of the censure and stated it is the City Council’s obligation to review the Censure
12 Resolution and determine whether Council Member Lanoux has strictly complied with the sanctions
13 or whether he has materially violated or ignored the City’s direction. The City Council should
14 determine whether the sanctions have sufficiently deterred the conduct involving or whether the
15 Resolution should be extended for an additional period of time.

16
17 Council Member Lanoux responded to the allegations and explained his position.

18
19 City Attorney Vivian advised the censure is not illegal and the concern is documents leaving the City
20 office. The censure is simply a means to put safeguards at the City office.

21
22 Council Member Huber stated there is a police report and the incident is being investigated. He noted
23 he never removed a property file from the City office but had copies of items that were in a file. He
24 stated Council Member Lanoux should simply write a letter to the City outlining why he does not
25 need a CUP for his property.

26
27 Council Member Lanoux stated the Building Inspector was satisfied with his explanation about not
28 needing a CUP. He requested the censure be stricken from the record.

29
30 Mayor Carr advised the City Council as well as citizens need to following the rules. The City Council
31 previously passed a censure for Council Member Lanoux and he did not follow it. Council Member
32 Lanoux has shown lack of respect for the Council’s decision and no remorse for what has occurred.

33
34 **Council Member Sederstrom moved to put the whole thing behind them. Council Member**
35 **Lanoux seconded the motion. Motion failed with Council Member Lobin, Huber and Mayor**
36 **Carr voting nay.**

37
38 **Mayor Carr moved to extend the Censure of Council Member Lanoux for ninety days. Council**
39 **Member Huber seconded the motion. Motion carried unanimously.**

40
41 **NEW BUSINESS**

42
43 **March 3, 2015 City Council Meeting Minutes (Sederstrom and Carr abstain) – Council**
44 **Member Huber moved to approve the March 3, 2015 City Council Meeting Minutes, as**

1 **presented. Council Member Lobin seconded the motion. Motion carried with Council Member**
2 **Lanoux voting nay and Council Member Sederstrom and Mayor Carr abstaining.**

3
4 **Browns Creek Request for Volunteers, Sharon Schwarze – Browns Creek Board Member**
5 **Schwarze** – Ms. Schwarze provided a background as well as outlined the objectives of the Browns
6 Creek Watershed District. She stated they are looking for volunteers to work on a ten year plan. No
7 experience is required and the volunteers do not necessarily have to be City appointed. If anyone is
8 interested please contact Browns Creek.

9
10 **Discussion of Planning Commission** – Council Member Huber stated he believes the City should
11 put a Planning Commission in place due to the number of land use applications being submitted. He
12 provided background on why the Planning Commission was disbanded. He stated he would like to
13 reestablish a Planning Commission that does the job and is an advisory board to the Council. He
14 would like to set very clear rules of procedure as well as roles and responsibilities for the City of
15 Grant Planning Commission.

16
17 Council Member Sederstrom explained what happened when he was the Chair of the Planning
18 Commission. He added that the City Council does not follow their own rules and process. He stated
19 there are serious flaws that the City needs to work through.

20
21 Council Member Lanoux proved a history of the Planning Commission.

22
23 Council Member Huber provided a summary of expenditures related directly to the Planning
24 Commission that was not directed by the City council.

25
26 Roles and Responsibilities of the City of Grant Planning Commission will be on the May City
27 Council meeting agenda.

28
29 **East Metro Water Resource Education program: Partnership Agreement, City Engineer Olson**
30 - WSB staff has initiated contact with Angie Hong, the education coordinator of the East Metro Water
31 Resource Education Program (EMWREP) to form a potential partnership. The EMWREP is a
32 partnership formed in 2006 to serve 18 local units of government in the east metro area. The purpose
33 of the shared education program is to provide education about the impacts of non-point source
34 pollution on local lakes, rivers, streams, wetlands and groundwater resources and to engage people
35 and communities in projects that will help to protect and improve water quality in the region. By
36 joining the EMWREP, the City will be able to meet the education and outreach, and public
37 participation requirements of the MS4 permit for \$560 per year.

38
39 Council Member Sederstrom stated the City really needs to take a look at this as it will cost the City
40 money.

41
42 City Engineer Olson advised their goal is education. By participating in the partnership, the City pays
43 \$560 dollars per year and will be a part of the communication process. This will meet an aspect of
44 the MS4 permit requirements. The City will either have to do this on their own or participate in the

1 partnership. All of the watershed districts have agreed this is the best way to make the public aware
2 and meet the requirements.

3
4 Council Member Lanoux stated this may result in a waste water treatment plant being placed in Grant.
5 **Council member Huber moved to approve East Metro Water Resource Education Program:
6 Partnership Agreement, as presented. Council Member Lobin seconded the motion. Motion
7 carried with Council Member Lanoux voting nay.**

8
9 **UNFINISHED BUSINESS**

10
11 **DISCUSSION ITEMS**

12
13 **City Council Reports:** There were no Council updates.

14
15 **Staff Updates:** There were no staff updates.

16
17 **COMMUNITY CALENDAR MARCH 4 THROUGH MARCH 31, 2015:**

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19 **Mahtomedi Public Schools Board Meeting, Thursday, April 9th and 23rd, 2015, Mahtomedi
20 District Education Center, 7:00 p.m.**

21 **Stillwater Public Schools Board Meeting, Thursday, April 9th 2015, Stillwater City Hall, 7:00
22 p.m.**

23 **Charter Commission Meeting, Thursday, April 16th, Mahtomedi City Hall, 7:00 p.m.**

24 **City Clean Up Day, Saturday, April 25th, Town Hall, 9:00 a.m. to Noon**

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

26
27 **ADJOURN**

28
29 **There being no further business, Council Member Huber moved adjourn at 10:14 p.m. Council
30 Member Lobin seconded the motion. Motion carried unanimously.**

31
32 These minutes were considered and approved at the regular Council Meeting May 5, 2015.

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37 _____
Kim Points, Administrator/Clerk

37 _____
Tom Carr, Mayor

Date range: 04/01/2015 to 04/30/2015

| <u>Vendor</u> | <u>Date</u> | <u>Check #</u> | <u>Total</u> | <u>Description</u> | <u>Void</u> | <u>Account #</u> | <u>Detail</u> |
|------------------------------------|-------------|----------------|--------------|-------------------------------|-------------|------------------|---------------|
| US Postal Service | 04/13/2015 | 12741 | \$98.00 | Mailing/2015 Road Projects | No | 100-41310-210 | \$98.00 |
| Payroll Period Ending 04/30/2015 | 04/28/2015 | 12742 | \$3,341.41 | | No | | |
| AirFresh Industries | 04/28/2015 | 12743 | \$125.00 | PortaPot #19427 | No | 100-41101-100 | \$3,341.41 |
| Xcel Energy | 04/28/2015 | 12744 | \$316.77 | Utilities | No | 100-43007-210 | \$125.00 |
| CenturyLink | 04/28/2015 | 12752 | \$164.32 | City Phone | No | 100-43004-381 | \$144.66 |
| Maroney's | 04/28/2015 | 12753 | \$43.20 | Roadside Garbage | No | 100-43010-381 | \$127.93 |
| Smith Appraisal Service | 04/28/2015 | 12754 | \$1,901.37 | Monthly Assessment Services | No | 100-43117-381 | \$44.18 |
| Ken Ronnan | 04/28/2015 | 12755 | \$84.00 | Video Tech Services | No | 100-41309-321 | \$164.32 |
| MN Department of Labor & Industry | 04/28/2015 | 12756 | \$706.27 | Conf#22172163060 | No | 100-43105-384 | \$43.20 |
| Waste Management | 04/28/2015 | 12757 | \$4,140.36 | Recycling | No | 100-41208-300 | \$1,901.37 |
| Sherrill Reid Animal Control | 04/28/2015 | 12758 | \$90.00 | Animal Control/Inv2015-31 | No | 100-41318-300 | \$84.00 |
| Washington County Property Records | 04/28/2015 | 12759 | \$2,566.00 | 2015 Property Taxes-Town Hall | No | 100-42005-520 | \$706.27 |
| WSB & Associates | 04/28/2015 | 12760 | \$1,777.00 | Engineering | No | 100-43011-384 | \$4,140.36 |
| Eckberg Lammers | 04/28/2015 | 12761 | \$5,654.28 | Legal Services | No | 100-42006-300 | \$90.00 |
| Croix Valley Inspector | 04/28/2015 | 12762 | \$7,169.85 | Building Inspector | No | 100-43008-510 | \$2,566.00 |
| Washington County Transportation | 04/28/2015 | 12763 | \$4,638.85 | Snow and Ice Control | No | 100-41203-300 | \$1,507.50 |
| Brochman Blacktopping Co. | 04/28/2015 | 12764 | \$19,658.65 | Roads/Pothole Repair | No | 100-43130-300 | \$269.50 |
| KEJ Enterprises | 04/28/2015 | 12765 | \$1,855.00 | Snow Removal/Signs | No | 100-41204-300 | \$2,380.88 |
| Kline Bros Excavating | 04/28/2015 | 12766 | \$14,055.00 | Road Maintenance | No | 100-41205-300 | \$1,575.00 |
| SHC, LLC | 04/28/2015 | 12767 | \$2,788.00 | Planning | No | 100-41206-300 | \$1,698.40 |
| | | | | | No | 100-42004-300 | \$7,169.85 |
| | | | | | No | 100-43113-210 | \$4,638.85 |
| | | | | | No | 100-43109-300 | \$19,658.65 |
| | | | | | No | 100-43110-300 | \$855.00 |
| | | | | | No | 100-43113-300 | \$1,000.00 |
| | | | | | No | 100-43101-300 | \$8,692.50 |
| | | | | | No | 100-43126-300 | \$5,362.50 |
| | | | | | No | 100-41209-300 | \$1,180.00 |

| <u>Vendor</u> | <u>Date</u> | <u>Check #</u> | <u>Total</u> | <u>Description</u> | <u>Void</u> | <u>Account #</u> | <u>Detail</u> |
|----------------------------------|-------------|----------------|--------------|-------------------------------------|-------------|------------------|---------------|
| Magnuson Law Firm | 04/28/2015 | 12768 | \$1,500.00 | 2015 Charter Commission | No | 895-49310-300 | \$432.00 |
| Sprint | 04/28/2015 | 12769 | \$35.00 | City Cell Phone | No | 897-49310-300 | \$432.00 |
| Tina Lobin | 04/28/2015 | 12770 | \$60.27 | 2015 Clean Up Day | No | 898-43130-300 | \$408.00 |
| PERA | 04/28/2015 | 12771 | \$643.61 | PERA | No | 899-49310-300 | \$336.00 |
| | | | | | | 100-41211-304 | \$1,500.00 |
| Washington Conservation District | 04/28/2015 | 12772 | \$560.00 | 2015 Shared Water Education Program | No | 100-43116-321 | \$35.00 |
| | | | | | | 100-43001-384 | \$60.27 |
| | | | | | | 100-41102-120 | \$344.79 |
| | | | | | | 100-41113-100 | \$298.82 |
| IRS | 04/28/2015 | EFT62 | \$1,113.77 | Payroll Taxes | No | 100-43130-320 | \$560.00 |
| | | | | | | 100-41103-100 | \$351.69 |
| | | | | | | 100-41107-100 | \$285.03 |
| | | | | | | 100-41110-100 | \$410.39 |
| | | | | | | 100-41112-100 | \$66.66 |

Total For Selected Checks

\$75,085.98

\$75,085.98

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

Invoice

Date 4/23/2015
 Invoice # 3466

Bill To

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

Terms Due on receipt Due Date 4/23/2015

| Item | Description | Qty | Price | Amount |
|-------------|--|-----|-------|----------|
| asphalt mix | Tons | 17 | 60.70 | 1,031.90 |
| Truck | With driver (hours) | 18 | 88.00 | 1,584.00 |
| Roller | With operator (hours) | 9 | 73.00 | 657.00 |
| Skid loader | With operator (hours) | 14 | 78.00 | 1,092.00 |
| Man hours | Labor | 22 | 55.00 | 1,210.00 |
| bobcat work | With milling attachment | 4 | 30.00 | 120.00 |
| Tack | Gallons | 34 | 3.00 | 102.00 |
| Tack | Machine (hours) | 2 | 30.00 | 60.00 |
| | Labor & materials for pothole patching & repair at Joliet Ave. No. (Grant) 04/20/2015. (\$5,856.90) | | | |
| asphalt mix | Tons | 16 | 70.05 | 1,120.80 |
| Truck | With driver (hours) | 18 | 88.00 | 1,584.00 |
| Roller | With operator (hours) | 9 | 73.00 | 657.00 |
| Skid loader | With operator (hours) | 18 | 78.00 | 1,404.00 |
| Man hours | Labor | 29 | 55.00 | 1,595.00 |
| bobcat work | With milling attachment | 3 | 30.00 | 90.00 |
| Tack | Gallons | 30 | 3.00 | 90.00 |
| Tack | Machine (hours) | 2 | 30.00 | 60.00 |
| | Labor & materials for pothole patching repair at Joliet Ave. No. (Grant) 04/21/2015. (6,600.80) | | | |
| asphalt mix | Tons | 12 | 70.05 | 840.60 |
| Truck | With driver (hours) | 13 | 88.00 | 1,144.00 |

Thank you! for your business.

Subtotal
 Sales Tax (0.0%)
 Total
 Payments/Credits
 Balance Due

brochmanpaving@msn.com

651-439-5379
 651-439-5379

Brochman Blacktopping Co.

12770 Mckusick Rd.
Stillwater, Mn. 55082

Invoice

Date 4/23/2015
Invoice # 3466

Bill To

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

Terms Due on receipt Due Date 4/23/2015

| Item | Description | Qty | Price | Amount |
|-------------|---|-----|-------|----------|
| Roller | With operator (hours) | 7 | 73.00 | 511.00 |
| Skid loader | With operator (hours) | 7 | 78.00 | 546.00 |
| Man hours | Labor | 19 | 55.00 | 1,045.00 |
| bobcat work | With milling attachment | 2 | 30.00 | 60.00 |
| Tack | Gallons | 22 | 3.00 | 66.00 |
| Tack | Machine (hours) | 1 | 30.00 | 30.00 |
| | Labor & materials for pothole patching repair at Joliet Ave. No. (Grant) 04/22/2015. (4,242.60) | | | |
| asphalt mix | Tons | 7 | 70.05 | 490.35 |
| Truck | With driver (hours) | 12 | 88.00 | 1,056.00 |
| Roller | With operator (hours) | 4 | 73.00 | 292.00 |
| Skid loader | With operator (hours) | 6 | 78.00 | 468.00 |
| Man hours | Labor | 10 | 55.00 | 550.00 |
| bobcat work | With milling attachment | 1 | 30.00 | 30.00 |
| Tack | Gallons | 14 | 3.00 | 42.00 |
| Tack | Machine (hours) | 1 | 30.00 | 30.00 |
| | Labor & materials for pothole patching repair at 101th St. (Grant) 04/23/2015. (2,958.35) | | | |

Thank you! for your business.

| | |
|------------------|-------------|
| Subtotal | \$19,658.65 |
| Sales Tax (0.0%) | \$0.00 |
| Total | \$19,658.65 |
| Payments/Credits | \$0.00 |
| Balance Due | \$19,658.65 |

brochmanpaving@msn.com

651-439-5379
651-439-5379

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



Invoice

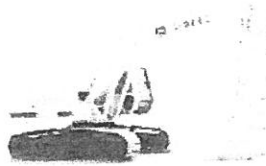
| | |
|---------|-----------|
| DATE | INVOICE # |
| 4/23/15 | 2362 |

| BILL TO | JOB ADDRESS |
|---|------------------------------------|
| CITY OF GRANT 111 WILDWOOD RD WILLERNIE, MN 55090 | DITCH & SHOULDER WORK 100-43126 |

| |
|----------|
| DUE DATE |
| 5/3/15 |

| DESCRIPTION | QTY | UNIT COST | AMOUNT |
|---|--------------|-----------|----------|
| 4-07-15 FIX SINKHOLE ON 83RD ST | 2 | 45.00 | 90.00 |
| 4-14-15 DITCH ING AND SHOULDER WORK ON IRONWOOD HILL | | | 0.00 |
| 4-14-15 E70 | 6 | 90.00 | 540.00 |
| 4-14-15 LNT9000 | 6 | 75.00 | 450.00 |
| 4-15-15 E70 | 7 | 90.00 | 630.00 |
| 4-15-15 LNT9000 | 7 | 75.00 | 525.00 |
| 4-22-15 DITCHING AND SHOULDER WORK ON 114TH ST W | | | 0.00 |
| 4-22-15 E70 | 6 | 90.00 | 540.00 |
| 4-22-15 LNT9000 | 6 | 75.00 | 450.00 |
| 4-22-15 T600 | 1 | 75.00 | 75.00 |
| 4-23-15 DITCHING AND SHOULDER WORK ON LANSING NORTH OF BIKE TRAIL | | | 0.00 |
| 4-23-15 E70 | 7.5 | 90.00 | 675.00 |
| 4-23-15 LNT9000 | 7.5 | 75.00 | 562.50 |
| 4-23-15 T600 | 1 | 75.00 | 75.00 |
| 4-24-15 SEED 114TH DITCHWORK | | | 175.00 |
| 4-24-15 SEED IRONWOOD DITCHWORK | | | 225.00 |
| 4-24-15 SEED KESWICK END WHERE PAVING WAS DONE | | | 175.00 |
| 4-24-15 SEED LANSING DITCHWORK | | | 175.00 |
| AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONHTLY SERV CHARGE | Total | | 5,362.50 |

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



Invoice

| | |
|---------|-----------|
| DATE | INVOICE # |
| 4/23/15 | 2361 |

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

| |
|----------|
| DUE DATE |
| 5/3/15 |

| DESCRIPTION | QTY | UNIT COST | AMOUNT |
|---|--------------|-----------|----------|
| 3-30-15 770B | 5 | 80.00 | 400.00 |
| 3-30-15 740A | 7 | 80.00 | 560.00 |
| 4-06-15 770B | 7 | 80.00 | 560.00 |
| 4-06-15 740A | 6 | 80.00 | 480.00 |
| 4-10-15 770B | 8 | 80.00 | 640.00 |
| 4-10-15 740A | 7 | 80.00 | 560.00 |
| 4-13-15 770B | 4 | 80.00 | 320.00 |
| 4-13-15 740A | 6 | 80.00 | 480.00 |
| 4-14-15 1845C (IRONWOOD) | 6 | 85.00 | 510.00 |
| 4-15-15 1845C (IRONWOOD) | 7 | 85.00 | 595.00 |
| 4-20-15 770B | 8.5 | 80.00 | 680.00 |
| 4-20-15 740A | 8 | 80.00 | 640.00 |
| 4-21-15 770B | 6 | 80.00 | 480.00 |
| 4-21-15 740A | 8 | 80.00 | 640.00 |
| 4-22-15 1845C (114TH W) | 6 | 85.00 | 510.00 |
| 4-23-15 1845C (LANSING) | 7.5 | 85.00 | 637.50 |
| AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE | Total | | 8,692.50 |

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: *April 27, 2015*

Re: *2015 Roadway Patching*

Background

At the last City Council meeting, staff was directed to mail informational letters regarding the City's petition process for initiating a large roadway improvement project. Letters were mailed to residents within the Hadley neighborhood (Hadley Avenue, Hadley Circle, and Hadley Court), Jeffrey Avenue/88th Street, and Kimbro Avenue.

Eleven residents contacted engineering staff to discuss the letter in detail. Most questions were related to the petition process and the scope of the patching project. Several residents on Hadley Avenue expressed an interest in a larger project but staff was told that a petition was not supported at this time. Residents on Kimbro Avenue expressed concern about assessments and higher traffic volumes compared to other local roadways. Staff is not aware of a petition for Kimbro Avenue.

Five property owners on 88th Street and Jeffrey Avenue did sign a petition to initiate a larger roadway project. Staff is planning to have a meeting with all residents prior to the Council meeting. At the meeting, staff will discuss project costs, assessments, and the process for moving forward with a project. A more formal petition will also be available for residents to sign if they are still interested in moving forward after meeting with staff.

The budget for roadway patching in 2015 is \$68,000. Of that amount, \$10,900 is planned for patching improvements on 88th Street and Jeffrey Avenue. This amount should be set aside to assist with funding the feasibility report and larger roadway improvement project. Staff will be prepared at the Council meeting to discuss the cost of completing a feasibility report.

The City's current patching contractor is Brochman Blacktopping.

Action: Discussion.

- Motion to authorize Brochman Blacktopping to complete patching on Hadley Avenue, Hadley Court, Hadley Circle, and Kimbro Avenue as part of the 2015 Roadway Patching Project.
- Motion to authorize the preparation of a feasibility report for the 88th Street & Jeffrey Avenue Roadway Improvement Project.



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: *April 27, 2015*

Re: *2015 Special Road Project: Keats Avenue*

Background

At the last City Council meeting, staff was directed to mail informational letters regarding the City's petition process for initiating a large roadway improvement project. Letters were mailed to residents adjacent to the roadway including those on Keats Avenue, 65th Street, 67th Street, and 67th Lane.

In response to the letters, two property owners contacted staff but neither resident was in support of assessments for a larger roadway project. Since the City did not receive a formal petition or general support of a larger project, it is recommended that the City move forward with a special road project for patching on Keats Avenue.

The 2015 budget for Special Road Projects is \$25,000. With this budget, approximately 1100 to 1300 feet of the 3700 foot roadway is able to be patched. The City's current patching contractor is Brochman Blacktopping.

Action: Motion to authorize Brochman Blacktopping to complete patching on Keats Avenue as part of the 2015 Special Road Project.



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: *April 27, 2015*

Re: *Roadway Contractor Contract*

Background

In an effort to provide better and more efficient responses to roadway complaints, staff has discussed combining several of the City’s roadway maintenance tasks under one contract. This single maintenance contract will require one contractor to be actively working on the roads year round and therefore identifying roadway maintenance issues that the City could address. It will also allow the City to have a single source contact to respond to resident questions and complaints.

For efficiency, the contract should include both summer and winter work activities. The major work activity in the winter is snow and ice removal, so therefore staff approached KEJ Enterprises, Inc. about modifying their existing snow and ice removal contract.

The roadway contractor contract includes the tasks listed in the table below. The table also includes costs that are either currently budgeted or part of coordination tasks. The coordination tasks require the contractor to respond to complaints received by the road phone and website.

| | |
|---|-----------|
| Snow & Ice Removal | \$65,000 |
| Brushing | \$27,000 |
| Garbage & Animal pickup | \$3,000 |
| Mowing | \$6,000 |
| Sign Replacement | \$1,000 |
| Field maintenance | \$3,000 |
| Respond to roadway questions/complaints | \$2,000 |
| Coordinate dust control | \$500 |
| Coordinate culvert & grading work | \$500 |
| Total | \$108,000 |
| Monthly Contract Amount | \$9,000 |
| Annual cost per mile | \$1,688 |

The contract is setup to include a monthly payment of \$9000 for all work. This allows the city to pay an even amount each month and more efficiently manage the budget.

The largest budget item in the contract is snow and ice removal. The budget number for establishing the contract is based on the snow plow contractor's actual billing the last three years. The table below shows the City's expenses for 2012, 2013, and 2014. Sand/salt will still be purchased from Washington County and those invoices will still continue to be sent directly to the City.

| | 2012 | 2013 | 2014 | Total | Average |
|----------------------|-----------------|------------------|-----------------|------------------|-----------------|
| Snow Plow Contractor | \$41,093 | \$84,343 | \$69,826 | \$195,262 | \$65,087 |
| Sand/Salt | \$14,775 | \$24,043 | \$28,946 | \$67,764 | \$22,588 |
| Total | \$55,868 | \$108,386 | \$98,772 | \$263,026 | \$87,675 |

Over the last three years, the MSP airport has recorded the annual snowfall at 67.7 inches (2012), 69.8 inches (2013), and 27.2 inches (2014). Based on these amounts, the contract has been set up to pay the contractor when the annual snowfall exceeds 70 inches. Beyond 70 inches, the contractor is proposed to be paid at the previous contract prices.

Dellwood is currently contracted with KEJ Enterprises, Inc. using the same type of contract structure for their roadway maintenance work. Dellwood contract is at a cost of \$2695 per mile of roadway for the 13 miles they maintain versus this contract for \$1688 per mile for the 64 miles of roadway in Grant.

A draft contract including all work tasks has been included for Council review. The contract is from May 5, 2015 to May 1, 2017 with the ability to extend the contract by one additional year.

Action: Discussion. If desired, motion to authorize the execution of a roadway contractor contract with KEJ Enterprises, Inc.

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is entered into as of the 5th day of May, 2015, by and between the **CITY OF GRANT**, a Minnesota municipal corporation (“**GRANT**”) and KEJ Enterprises, Inc. (“**CONTRACTOR**”).

Recitals

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

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

Agreement

1. Performance by CONTRACTOR

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

2. Payment for Services

a. *Fees.* GRANT agrees to pay CONTRACTOR for the Services at a negotiated rate in accordance with the Rate Schedule attached and incorporated herein as **Exhibit B**.

b. *Out-of-Pocket Expenses.* Except as agreed by GRANT, CONTRACTOR shall be responsible for all out-of-pocket expenses incurred in the performance of the Services on behalf of GRANT.

c. *Invoices.* CONTRACTOR shall invoice GRANT monthly for Services rendered during the previous month in accordance with the Rate Schedule attached as **Exhibit B**.

d. *Miscellaneous.* CONTRACTOR agrees to execute such affidavits and receipts as GRANT shall request in order to acknowledge payment by GRANT. CONTRACTOR acknowledges that its federal employer tax identification number, provided to GRANT is correctly set forth in the Statement of Work attached to this Agreement.

3. Independent Contractors

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

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

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

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

4. Business of Contractor

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

5. Employees of Contractor

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

6. Obligations of CONTRACTOR

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

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

7. Obligations of GRANT

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

8. Insurance

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

9. Termination

a. *Commencement and Renewal.* This Agreement shall commence on the date set forth above and shall remain in effect for two years from date of contract. Both parties retain the ability to extend the contract for one additional year.

b. *Termination.* Either party, upon giving written notice to the other party, may terminate this Agreement upon thirty (30) days notice for any reason.

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

10. Risk

CONTRACTOR shall perform the Services at its own risk. GRANT will not reimburse CONTRACTOR for any expenses incurred by CONTRACTOR as a result of services rendered under this Agreement, including, but not limited to, car-related expenses, telephone expenses, and or other business related expenses.

11. Limitation of Liability

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

12. Indemnity and Warranty

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

13. Assignment

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

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

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

14. Miscellaneous

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

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

c. *Waiver.* No waiver by GRANT of any breach by CONTRACTOR of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

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

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

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

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

GRANT:

CONTRACTOR:

CITY OF GRANT

By:

Its: Mayor

By:

ATTEST

By:

Its: City Clerk

EXHIBIT A

STATEMENT OF WORK

| Work Activity | Description of Work |
|--|---|
| Snow & Ice Removal | Per attached Snow Removal Specifications (Division 1 & Division 2) |
| Brushing | Tree and brush cutting within city right-of-way as directed by the city |
| Garbage & Animal pickup | Pick up trash monthly and dead animals as needed |
| Mowing | Mow all applicable roadways twice per year as directed by the city |
| Sign Replacement | Repair, removal, and installation of damaged signs as directed by the city |
| Field maintenance | Maintain city ball field as directed by city |
| Respond to roadway questions/complaints | Contractor shall carry road phone and respond to residents directly. Contractor shall receive roadway complaint emails from website and respond directly to residents. City Administrator shall be copied on all email correspondence. Attend meetings with staff, if needed. |
| Coordinate dust control | Coordination with city administrator and city contractors |
| Coordinate culvert work and grading work | Coordination with city administrator and city contractors |

DIVISION 1

GENERAL REQUIREMENTS

SUMMARY OF WORK..... 1
REFERENCE SPECIFICATIONS 1
SNOW REMOVAL OPERATIONS..... 1
EQUIPMENT 2
MATERIALS 3
OPERATION & MAINTENANCE 3
HOURLY RATES 3
PERFORMANCE REQUIREMENTS 4
COMPENSATION 5

DIVISION 1

GENERAL REQUIREMENTS

SUMMARY OF WORK

This Contract is to provide planned and emergency snow removal operations on roadways within the City of Grant, MN. The City requires snow removal for 63 miles of roadway, with 32 miles being paved and 31 miles being gravel surfaces. The paved roadways are approximately 22 to 32 feet wide, and the gravel roadways are 20 to 25 feet wide.

It is the Contractor's responsibility to determine how many operators and pieces of equipment will be required to comply with the City's snow removal policy stated herein.

It is strongly recommended that the Contractor attend the council meeting that the project is awarded on.

Administration:

The Contractor will be directed by the City's Road Commissioner or designated representative.

A second year of the contract may be available at the City's discretion. If the contract is extended the same unit prices shall apply for duration of the extension.

REFERENCE SPECIFICATIONS

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

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

SNOW REMOVAL OPERATIONS

Commencement of Operations:

The Contractor is to commence snow removal operations as required for emergency services, as directed by the City, or according to the following conditions:

1. Snow accumulation of 2" or as directed by the City
2. Icing pavements may warrant partial or full operations depending upon extent and conditions.
3. Drifting of snow may warrant commencement of partial of full operations depending upon conditions.

Snow Plowing Operations:

Snow should be plowed to minimize traffic obstructions. The snow shall be pushed from the center with the discharge going onto the boulevard area of the right-of-way.

Plowing operations should be consistent with the City's Snow Plowing Policy.

Suspension of Operations:

Generally, operations shall continue until all roads are passable. Widening and clean up operations may continue immediately or on the following day depending upon conditions and circumstances. Safety of the plow operators and the public is important. Operations may be suspended during periods of limited visibility. Any decisions to suspend operations for safety concerns of the operators or public shall be made by the Contractor and be based on the conditions of the storm. The Contractor shall still provide access for emergency fire, police, and medical services whenever possible.

EQUIPMENT

The Contractor shall have appropriate equipment to complete the job in an efficient and effective manner as expected. The Contractor must have sufficient plowing vehicles with sand/salt spreading capabilities (tandem axle dump trucks with plow and plow wing).

Tandem Axle Dump Trucks:

The Contractor shall have a minimum of one tandem-axle truck. The tandem truck shall have rear wheel drive capabilities, minimum of 32,000 G.V.W., shall be equipped with a front-end plow and wing with a minimum moldboard width of 18.0'. Equivalent equipment that has the same capabilities to remove snow and apply sand/salt mixtures may be proposed.

Single Axle Dump Trucks:

If used, single axle dump trucks shall have the following requirements. Each single axle truck shall have rear wheel drive capabilities, minimum of 32,000 G.V.W., shall be equipped with a front-end plow and wing with a minimum moldboard width of 18.0'. Equivalent equipment that has the same capabilities to remove snow and apply sand/salt mixtures may be proposed. A minimum of one tandem axle truck must be used prior to using any single axle trucks.

Front End Loader:

The Contractor shall have a front end loader with a minimum 2 C.Y. bucket.

Motor Grader:

No motor graders will be allowed for snow removal on paved surfaces unless directed by the Road Commissioner.

Accessories & Safety Equipment:

All vehicles shall be properly equipped and outfitted to meet all local, county, state or federal laws required for emergency snow removal operations. They shall provide the operator with full visibility in all directions and shall have a back-up warning system. The operator's cab shall be fully enclosed and properly equipped with all equipment necessary to allow the efficient and safe operation of that vehicle. The City reserves the right to reject at any time, without notice to the Contractor, any vehicle that does not appear to comply with all rules or regulations required for snow removal operations. Rejection of vehicle acceptability will also take into consideration the condition and limitations of operation of the vehicle or its accessory equipment.

Vehicle Designation/Replacement:

The Contractor shall provide the City with the vehicle identification number within ten days of the execution of this contract. After inspection by the City, those vehicles acceptable for performance under this Contract will be verified by the City. Except for emergencies, any planned substitution or replacement of previously approved equipment shall require prior approval by the City.

MATERIALS

Sand/Salt Mixture:

The Contractor shall use Washington County's salt supply during snow removal.

The sand/salt mixtures shall be applied to provide additional safety at intersections, shape curves, and steep hills. The application rate and location of the sand/salt mixtures shall be at the discretion of the operator or as directed by the City.

OPERATION & MAINTENANCE

Operator:

The Contractor shall ensure that the operator provided with each piece of equipment is fully trained and properly licensed with the State of Minnesota to operate his primary snow removal vehicle or any anticipated replacement. The Contractor shall make every effort possible to ensure that the same operator performs the snow removal operation during the length of the Contract. The Contractor is responsible for the safety of the operators.

Parts & Fuel:

The hourly rates under this Contact shall cover all operation and maintenance expenses including but not limited to fuel, lubricants, supplies and support services. It shall also include depreciation on the vehicle and related equipment including the repair, maintenance and replacement of all materials and supplies including cutting edges. It shall also include all labor, tools and equipment necessary for making any and all repairs or replacements which may be necessary to keep and maintain the machine and all parts thereof in proper and safe working order and serviceable repair. No additional compensation shall be granted to the Contractor for increased fuel costs.

Storage:

The Contractor shall assume all responsibility and costs associated with maintaining proper and necessary protection/shelter/storage for the vehicle, and sand/salt mixtures.

HOURLY RATES

Quantities:

Hourly rates shall be rounded to the nearest 0.25 (quarter) hour.

Premium/Overtime:

No premium calculation or additional adjustment shall be given to the rates bid for any hours worked regardless of day, date, time of day or consecutive hours worked in any given snow removal operation or calendar week.

Nonproductive/Downtime:

The hourly rate shall be paid for the actual number of hours machines are operated within City limits for the purpose of snow removal under this Contract. The City shall not be responsible for payment for any time taken for rest or meal breaks.

PERFORMANCE REQUIREMENTS

Personnel:

The Contractor shall provide the City with the name, address, and telephone number(s) for at least two designated contact personnel responsible for insuring response to emergency issues and City supervision or concerns. The Contractor shall ensure that at least one of the contact persons is available and accessible 24 hours per day, 7 days per week.

Response Time:

The Contractor shall insure that the equipment and operator are ready and able to continuously provide snow removal services through the completion of the roadways designated on the City map to the satisfaction of the City. The City map is provided to give an idea of which streets are required to be plowed. The actual plow routes may change as directed by the Road Commissioner. The Contractor shall not allow any given operator to work more than 16 consecutive hours without an eight hour break. The Contractor shall be responsible for providing replacement personnel if snow removal operations require more than 16 consecutive hours of operation.

Down Time:

The Contractor shall ensure that all equipment provided is maintained in a proper manner to minimize required maintenance or emergency repairs during the performance of snow removal operations. If, once commencing a snow removal operation, a piece of equipment becomes disabled and nonfunctional for a period of 3 hours, the Contractor shall provide a satisfactory replacement vehicle and operator if necessary at no additional cost to the City.

Communication:

The Contractor shall provide a method for continuous communication (cellular phone, two-way radio, etc.) between equipment operator and Contractor's designated personnel available for contact by the City. The Contractor shall ensure that equipment operators, via Contractor's designated City contact, maintain full availability for communication at all times during snow removal operations.

Authority/Direction:

The Contractor and his designated operators shall respond to all directions given by the City in a positive, courteous, and timely manner during snow removal operations. The City reserves the right to reject any piece of equipment or operator from continued or further engagement of service due to incompetence, insubordination, or inability of the piece of equipment to function properly for the requested service.

The Contractor shall follow the pre-approved route agreed upon by the Contractor and the City.

Protection of Gravel Roads:

The Contractor shall minimize the removal of gravel from road surfaces during snow removal operations. This may be accomplished by the use of a skid plate installed on the plow or equivalent protective devices. The use of a skid plate and/or protection of gravel surfacing shall be incidental to applicable hourly rates.

Law Obedience:

The Contractor and his designated operators shall be responsible for their actions and compliance with all regulatory laws and ordinances governing the operation of the machine while performing snow removal operations for the City.

Property Damage:

The Contractor shall be responsible for all damage to private as well as public property (including public utilities) due to its own or its employee's negligence in performing snow removal operations. The Contractor will receive a \$50 deduct for each mailbox that is damaged through snow removal operations. The City will compensate each residence for damaged mailboxes.

Road Commissioner/Engineer Authority:

The City reserves the right to employ an outside Contractor(s) to plow and/or sand/salt roadways. The Contractor shall not make claims against the City if they employ outside Contractor(s) to complete any plowing and/or sand and salt work.

COMPENSATION

Payment Schedule:

All pay requests must be prepared and submitted by the Contractor for approval to the City. All pay requests will be presented to the City Council at their monthly meeting held the first Tuesday of each month. Pay requests must be submitted and approved the Wednesday two weeks prior to City Council meetings.

Down Time:

No payment shall be made for any nonproductive or down time exceeding 10% of any singular snow removal operation. Compensable time shall include all time spent performing the snow removal operations subject to the exclusions identified herein and shall include only travel time within the City limits.

Penalties:

If the Contractor is unable to respond to a given snow removal operation within 4 hours of the identified criteria, 5% of the Contractor's eligible payment for the duration of that snow removal operation will be deducted for each 1/2 hour or portion thereof beyond 4 hours to when the operation begins.

DIVISION 2

SPECIAL PROVISIONS

2583 - SAND/SALT APPLICATION 1
2583 - SNOW REMOVAL 1
PROPERTY DAMAGE 1

DIVISION 2

SPECIAL PROVISIONS

2583 - SAND/SALT APPLICATION

It is anticipated that icy conditions will occur with small snow events and require sand/salt applications. This pay item is only to be used when snow removal is not required.

Sand/Salt Application: Payment shall be at the unit price bid per hour for applying sand/salt mixture in icy conditions including labor, equipment, materials and appurtenant costs associated with use equipment/operator operations for applying sand/salt mixtures.

2583 - SNOW REMOVAL

The hourly rates are to include operator, equipment and appurtenant work used for snow removal operations in the City. It is assumed that multiple pieces of equipment will be required to remove snow in the time frame specified in Division 1. Approved equal equipment must be capable of removing snow within the same time frame as a dump truck and must be approved by the Road Commissioner and/or Engineer.

Each snow removal operation shall be paid according to the hours of snow removal completed, regardless of the depth of snowfall.

Dump Truck Single Axle: Payment shall be at the unit price bid per hour including equipment, operator, and costs associated with use this equipment for the purposes of snow removal.

Tandem Axle Dump Truck: Payment shall be at the unit price bid per hour including equipment, operator, and costs associated with use this equipment for the purposes of snow removal.

PROPERTY DAMAGE

The Contractor shall make every attempt not to damage private property. The Contractor shall be responsible for damage to private and public property (including public utilities) due to its own or its employee's negligence in performing snow removal operations.

The Contractor shall evaluate the project area prior to any snow removal operations. Any areas or items of concern in relation to potential property damage that would occur under normal snow removal operations shall be submitted to the City. This is intended to identify items that are improperly placed or maintain within City right-of-ways.

The Contractor shall process and resolve all claims submitted by affected property owners of the City of Grant in a timely manner.

Any private property damaged from physically being struck by a plow blade, wing, or other piece of equipment will be the Contractor's responsibility to repair or replace in-kind or to reimburse the property owner for the in-kind replacement value, and be considered incidental to the project. This includes but is not limited to fence and driveway apron repair.

Any mailbox damaged from physically being struck by a plow blade, wing, or other piece of equipment will result in a \$50 deduct for the Contractor. The City will compensate the homeowner \$50 for a damaged mailbox.

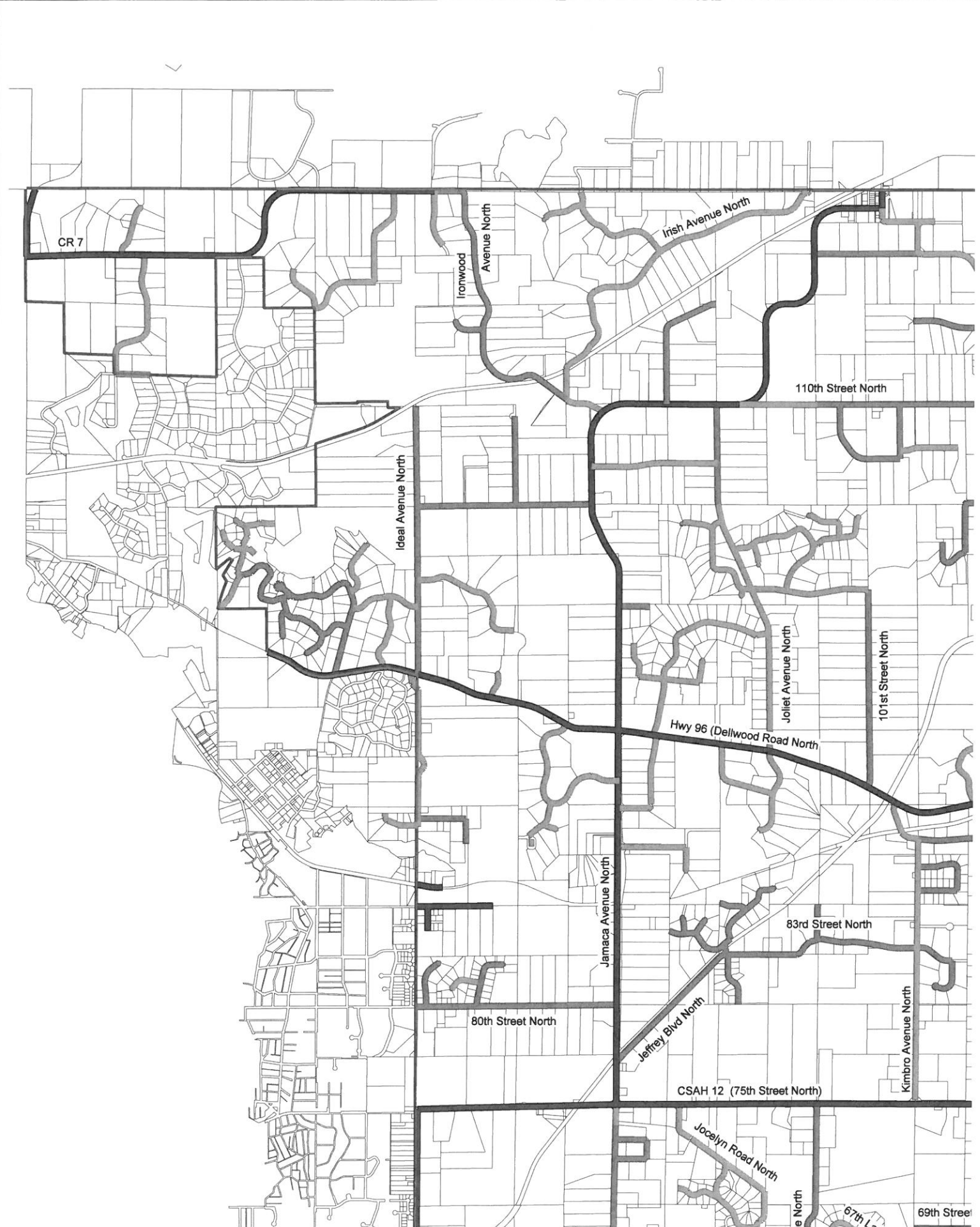


EXHIBIT B
RATE SCHEDULE

The contractor shall be paid a monthly rate of \$9000.

Payment shall be made at the rates below when the annual snowfall exceeds 70 inches. The contractor is required to notify the city prior to billing time hourly so that time can be tracked for payment.

2015 - 2017 Pricing

Snow Removal

- \$100.00/hour: Dump truck: single axle
- \$110.00/hour: Dump truck: tandem
- \$100.00/hour: Front end loader
- \$90.00/hour: Motor grader
- \$60.00/hour: Pick-up with plow
- \$80.00/hour: Pick-up with snow blower (7')

Sand/Salt

- \$75.00/hour: Sand/salt application

15-Minute Advocate: Now Is the Time to Push for City Street Funding

Join in statewide efforts to ensure funding for transportation.

(Published Apr 27, 2015)

1. Get Informed

Transportation funding is coming to the forefront at the Capitol since the transportation omnibus bill was heard on the House floor last week. Now, transportation advocates await a hearing on the Senate floor.

The League, along with the Coalition of Greater Minnesota Cities (CGMC), Metro Cities, and the Minnesota Association of Small Cities (MASC) held a press conference on April 27. Mayors representing 22 Minnesota cities urged state leaders to pass transportation funding legislation that includes dedicated funding for the construction and maintenance of city streets. To date, more than 180 city councils from all areas of the state have passed supporting resolutions.

Read more about past action alerts and view the model resolution and list of cities that have passed resolutions (*Link to: <http://www.lmc.org/page/1/15ma-transporesolution.jsp>*)

If your city passes the resolution, be sure to send it to your legislators and to League staff at liaison@lmc.org (*Link to: <mailto:liaison@lmc.org>*).

2. Take Action

City officials are encouraged to contact their legislators and Gov. Dayton's office with the following talking points supporting transportation funding this legislative session:

From several proposals, a transportation funding solution must be reached this session.

Transportation is not—or should not be—a partisan issue.

The omnibus transportation funding bill must include new funding for non-municipal state aid (MSA) city streets.

Funding for all components of Minnesota's transportation system must be dedicated and sustainable.

All cities have their own stories to tell (tell your city-specific circumstances related to transportation funding challenges and opportunities).

Learn how to contact your legislators (*Link to: <http://www.leg.state.mn.us/leg/faq/faqtoc.aspx?id=47>*)

Contact the governor's office at (651) 201-3400, (800) 657-3717, or via the governor's online contact form (*Link to: <http://mn.gov/governor/contact-us/form/>*).

3. Stay Involved

If you receive feedback from your legislators or others, or if you have questions, contact LMC Assistant Intergovernmental Relations Director Anne Finn (see information at right).

Stay up to date on this legislation and others by following League staff on Twitter (access IGR staff Twitter handles (*Link to: <http://www.lmc.org/page/1/IGR-Staff.jsp>*)), subscribing to Capitol Updates (*Link to: <http://www.lmc.org/page/1/cities-bulletin.jsp>*), and responding to action alert messages sent by League staff.

Read the current issue of the Cities Bulletin (*Link to: <http://www.lmc.org/page/1/cities-bulletin-newsletter.jsp>*)

* By posting you are agreeing to the LMC Comment Policy (*Link to: <http://www.lmc.org/page/1/comment-policy.jsp>*).



Transportation Funding

The League will support and advocate for transportation funding bills that contain a new funding source for city streets. As an advocacy strategy, the League is encouraging member cities to adopt resolutions supporting that position.

The League supports an omnibus transportation funding bill that provides additional dedicated state funding for city streets including funding that can be used for non-MSA city street maintenance, construction, and reconstruction.

Background

Adequately funded city streets are essential to mobility and economic vitality of our communities. More than 22,500 of the Minnesota's 141,000 miles of roadways (16%) are owned and maintained by cities. Faced with budget challenges, some cities have made the difficult decision in recent years to delay scheduled street improvement projects.

Without ongoing maintenance, the average life expectancy of local streets is 25 to 30 years. Maintenance projects like seal coating and overlays, though, can prolong a street's lifecycle to 50 to 60 years.

Cities need greater resources, including an additional dedicated state funding source for transportation, and flexible policies in order to meet growing demands for street improvements and maintenance.

Key messages

- More than 700 cities with populations of 5,000 or less are ineligible for dedicated Highway User tax Distribution Fund dollars, and rely on local property taxes and other local income sources for funding of street maintenance.
- Those 700+ cities maintain more than 80 percent of Minnesota's municipal streets.
- Maintenance costs increase as road systems age.
- For every \$1 spent in street maintenance, Minnesota taxpayers save \$7 in repair costs.
- Currently no city in Minnesota has the financial ability to maintain roadway capital improvements over a 50-year life cycle.

RESOLUTION # _____
A RESOLUTION SUPPORTING DEDICATED STATE FUNDING FOR CITY STREETS

WHEREAS, Minnesota contains over 141,000 miles of roadway, and over 22,500 miles—or 16 percent—are owned and maintained by Minnesota’s 852 cities; and

WHEREAS, almost 85 percent of municipal streets are ineligible for dedicated Highway User Tax Distribution Fund dollars; and

WHEREAS, the more than 700 Minnesota cities with populations below 5,000 are ineligible for dedicated Highway User Tax Distribution Fund dollars; and

WHEREAS, city streets are a separate but integral piece of the network of roads supporting movement of people and goods; and

WHEREAS, existing funding mechanisms, such as Municipal State Aid (MSA), property taxes and special assessments, have limited applications, leaving cities under-equipped to address growing needs; and

WHEREAS, city cost participation in state and county highway projects diverts resources from city-owned streets; and

WHEREAS, maintenance costs increase as road systems age, and no city--large or small—is spending enough on roadway capital improvements to maintain a 50-year lifecycle; and

WHEREAS, for every one dollar spent on maintenance, a road authority--and therefore taxpayers--save seven dollars in repairs; and

WHEREAS, cities need greater resources, including an additional dedicated state funding source for transportation, and flexible policies in order to meet growing demands for street improvements and maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF _____
that the City of _____ supports an omnibus transportation funding bill that provides additional dedicated state funding for city streets including funding that can be used for non-MSA city street maintenance, construction and reconstruction.

ADOPTED by the City of _____ this _____ day of _____, 2015.



CONNECTING & INNOVATING
SINCE 1913

2015 City Street Funding Resolutions
As of 4/24/15

184 Resolutions

| | | |
|------------------|--------------|--------------|
| Adrian | Circle Pines | Gilbert |
| Akeley | Clara City | Glencoe |
| Albert Lea | Claremont | Glydon |
| Annandale | Clear Lake | Goodview |
| Arlington | Climax | Greenbush |
| Audubon | Cloquet | Greenfield |
| Aurora | Coon Rapids | Harris |
| Babbitt | Crookston | Hastings |
| Balaton | Crosby | Hawley |
| Barrett | Crosslake | Hayfield |
| Battle Lake | Currie | Hector |
| Baudette | Dawson | Hendrum |
| Beaver Creek | Dayton | Henning |
| Bertha | Deer River | Hewitt |
| Bethel | Delano | Holdingford |
| Big Lake | Dilworth | Hopkins |
| Bird Island | Dodge Center | Hoyt Lakes |
| Biwabik | Duluth | Independence |
| Blooming Prairie | Eden Valley | Isle |
| Blue Earth | Eitzen | Jackson |
| Brainerd | Elgin | Jenkins |
| Breezy Point | Ely | Kellogg |
| Brooklyn Center | Erhard | Kennedy |
| Browns Valley | Fairfax | Lake City |
| Buffalo Lake | Fergus Falls | Lake Lillian |
| Buhl | Floodwood | LaPrairie |
| Burnsville | Foley | Le Center |
| Callaway | Fosston | Lucan |
| Cambridge | Franklin | Luverne |
| Cannon Falls | Frazee | Mabel |
| Cass Lake | Freeport | Madison |
| Champlin | Garrison | Mapleview |
| Chatfield | Garvin | Maplewood |
| Chisholm | Gaylord | Medford |

(reverse)

MEMORANDUM

| | |
|---|--|
| To: Mayor and Grant City Council | Date: April 28, 2015 |
| CC: Kim Points, City Clerk Nick Vivian, City Attorney | RE: Staff Report Recreation, commercial indoor |
| From: Jennifer Haskamp, City Planner | Recreation, commercial outdoor |

Background

At the April City Council meeting the Council considered draft performance standards related to commercial recreational facilities in the City. At the meeting Council directed staff to make several modifications, deletions and changes to the draft ordinance and to bring back the ordinance for review at the May meeting. Staff has made the changes to the draft ordinance, which is attached for your review and consideration. A summary of the changes is provided below for your reference and/or background:

- The *Commercial, recreation (indoor)* use has been eliminated from the performance standards. This is shown as a strikethrough in the attached draft ordinance. The Council should be aware that we will also need to make the corresponding modifications to the draft Land Use definitions ordinance associated with the moratorium to reflect that this use will no longer be permitted anywhere in the City.
- The draft ordinance has been updated to require *Commercial, Recreation (outdoor)* uses in the A1 and A2 zoning districts must be accessory to a principal residential use. Staff did not place the same requirement on the GB zoning district, and the Council should confirm this distinction.
- Occupancy - At the April meeting the Council expressed interest in limiting the occupancy for such facilities, but no specific number was identified. Through some research, staff is proposing a maximum occupancy of 500 for discussion purposes. Some of the reasoning behind this number includes potential traffic and trip counts, intensity of facilities, etc.; however, this is open for discussion and simply a starting point for discussion at the May meeting.
- Setbacks – at the April meeting Council expressed interest in increasing the side yard setback requirements for any outdoor commercial recreational use. Staff has identified an initial setback of 100-feet for discussion purposes.
- Number of Buildings and Square footage allowed – Council briefly discussed this item in April, but did not come to consensus. For discussion purposes staff has used the threshold established in Section 32-313 Accessory buildings for sites less than 20 acres. (No more than 4 accessory structures, not to exceed a combined square footage of 4,000 square feet). While there are no limits on total buildings for sites greater than 20 acres, this would provide some limitations specifically for the outdoor commercial recreational use component of any property. This would help control intensity, appearance, etc., of a proposed use.
- Storm shelter – staff has drafted some language related to storm shelters for your review.

Action Requested:

Staff is looking for your comments on the above items and the attached DRAFT Ordinance, which can be emailed to the City Clerk/Administrator or shared during the May meeting.

CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA
ORDINANCE 2015-__

**An Ordinance Amending the Grant Code of Ordinances
Establishing Section 32-354 of Chapter 32, Zoning
Regarding Recreation, Commercial (Outdoor) Uses**

The City Council of the City of Grant, Washington County, Minnesota, does hereby ordain as follows:

**SECTION 1. ESTABLISHMENT OF SECTION 32-354 OF ARTICLE IV, CHAPTER 32,
ZONING, OF THE CITY’S CODE OF ORDINANCES.**

That City Code Chapter 32, Zoning, Article IV, Division 1, Section 32-354 “**Recreation, Commercial** ~~(Outdoor and Indoor)~~” is hereby ADDED as follows:

“Sec. 32-354. Recreation, Commercial (Outdoor ~~and Indoor~~).”

- (a) *Purpose and intent.* The purpose is to establish regulations and performance standards related to Commercial Recreational uses, whether such uses are predominantly ~~indoor or outdoor~~, to ensure compatibility of land uses within the City. Any proposed facility shall be subject to reasonable conditions and standards that protect existing rural residential neighborhoods and uses from incompatible and more intense uses.
- (b) *Permitted use.* ~~The principal use of a property for an indoor commercial recreational facility is a permitted use within the GB zoning district with the issuance of a Conditional Use Permit. The principal use of a property for an outdoor commercial recreational facility~~ when accessory to a principal residential use is a permitted use within the A-1, A-2 and GB zoning district with the issuance of a Conditional Use Permit.
- (c) *Performance standards.* A commercial recreational facility and/or use must comply with all rules and regulations of the City’s ordinances, Federal, State, County, and local agencies and the following additional performance standards:
 - 1) **Recreation, Commercial (~~Indoor and Outdoor~~)** facilities in the GB, A1 and A2 zoning districts must adhere to the following standards:

- a. Uses must be consistent with the rural residential and rural business character of the area. High intensity uses which are more consistent with suburban scale development shall not be permitted.
 - ~~b.~~ An indoor commercial recreation facility may not exceed _____ square feet, and the number of buildings and allowable square footage of any accessory buildings shall be regulated by Section ~~32-313~~.
 - ~~e.b.~~ No public utilities shall be permitted, and adequate utilities, including sewage disposal, must be available on the site.
 - ~~d.c.~~ The applicable portion of the building code shall determine the appropriate number of bathroom facilities required on a site, and any on-site sewage treatment facilities needed shall be installed under a permit issued by Washington County.
 - ~~e.d.~~ The facility shall provide on-site parking sufficient to handle all patrons, deliveries, and employees. Such facilities shall be sized to accommodate daily activity as well as any anticipated tournament or special event traffic. All standards for parking areas and sizing shall be consistent with those stated within the City's Code of Ordinance.
 - ~~f.e.~~ The facility must comply with all rules and regulations of Federal, State, County and Local agencies.
 - ~~g.f.~~ The City may impose conditions related to landscaping, access, security, sanitary sewer, liability or other insurance requirements, and other conditions as necessary.
- 2) ***Recreation, Commercial (Outdoor)*** facilities located in the A1 and A2 zoning districts must meet the following standards:
- ~~a.~~ An outdoor commercial recreation use may only be located on a site where such facility and uses is accessory to a principal residential use.
 - ~~a.b.~~ Any proposed outdoor commercial recreational facility shall be located on a parcel of 20 acres or greater, and may not be combined with any adjacent lot to meet such standard, where lot size is defined consistently with Section 32-246 (c) 4 of this zoning ordinance.
 - ~~b.c.~~ The facility shall have its primary frontage on a County or State road, and such road shall be used for the exclusive and only access to the facility.
 - ~~e.d.~~ All outdoor commercial facilities shall have a maximum occupancy of 500. Such occupancy limits shall apply to all daily activities, special events and any tournaments (if applicable).
 - ~~d.e.~~ The facility shall provide on-site parking sufficient to handle all patrons, deliveries and patrons. A parking plan, including plans for ADA accessible stalls (if applicable) shall be provided.
 - ~~e.f.~~ Adequate utilities to serve the facility shall be available onsite and no public utilities shall be permitted.

~~f.g.~~ No outdoor lighting shall be permitted, with the exception of the facility's parking lot or accessory structure, if applicable, and any necessary security lighting.

~~g.h.~~ A security plan shall be submitted including how the site will be regulated during operations, as well as how the site will be secured when not in use.

~~h.i.~~ The outdoor commercial facility and area must be located at least 100 feet from any side lot line, and additional screening may be required as determined by the Council. Such setbacks shall include any component of such facility (i.e. goal posts of a soccer field, fencing backstop of a baseball field, or boards surrounding a skating rink all must be located outside of all setbacks.)

~~i.j.~~ Indoor support facilities, that are clearly secondary in nature to the principal outdoor commercial use shall be permitted as further defined in section (d). Examples of such uses include indoor restrooms, a warming house, snack/vending area.

~~k.~~ No more than 4 accessory buildings, not to exceed 4,000 combined square feet, shall be permitted to support an outdoor recreational use.

~~j.l.~~ All outdoor recreational uses must include a designated area that will meet the standards for a storm shelter. Such shelter must be sized to accommodate the maximum occupancy of the proposed use.

~~k.m.~~ All enclosed facilities shall be designed to be consistent with the principal structure, if applicable; or shall be designed to blend in with the site, environment and its surroundings. The facility must comply with all rules and regulations of Federal, State, County and Local agencies.

~~l.n.~~ The facility must comply with all rules and regulations of Federal, State, County and Local agencies.

~~m.o.~~ The City may impose conditions related to landscaping, access, security, sanitary sewer, liability or other insurance requirements, and other conditions as necessary.

SECTION 4. SEVERABILITY.

In the event that court of competent jurisdiction adjudges any part of this ordinance to be invalid, such judgment shall not affect any other provisions of this ordinance not specifically included within that judgment.

SECTION 5. EFFECTIVE DATE.

This ordinance takes effect upon its adoption and publication according to law.

WHEREUPON, a vote, being taken upon a motion by Council member _____ and seconded by Council member _____, the following upon roll call:

Voting AYE:

Voting NAY:

Whereupon said Ordinance was declared passed adopted this ___ day of _____, 2015.

Thomas Carr, Mayor

Attest: Kim Points, City Clerk

RELEVANT LINKS:

Lenz v. Coon Creek Watershed, Dist., 278 Minn. 1, 153 NW2d 209 (1967).
Township Bd. Of Lake Valley Township v Lewis, 305 Minn. 488, 234 N.W. 2d 815 (1975).

Particularly, conflicts where it is obvious that the potential appointee’s own personal interest is so distinct from the public interest that the member cannot be expected to represent the public interest fairly in deciding the matter.

G. Removal of planning commission members

State statute does not dictate a process for removal of planning commission members before the expiration of their term. Local ordinance or commission policy should establish both criteria for removal and a process for removal.

III. Powers and duties of the planning commission

State statutes vest the planning commission with certain mandatory duties. In addition, state statute allows the city council to prescribe additional duties in local ordinance. In most instances, unless noted in statute or ordinance, the planning commission serves in an advisory capacity.

A. Preparing and recommending a comprehensive plan

The primary duty of a newly created planning agency is advising the city council on the preparation and adoption of a comprehensive plan for the city.

1. Purpose of comprehensive planning

In essence, a comprehensive plan is an expression of the community’s vision for the future and a strategic map to reach that vision. Comprehensive planning is not mandatory in cities outside the seven- county metropolitan area. However, comprehensive planning is an important tool for cities to guide future development of land to ensure a safe, pleasant, and economical environment for residential, commercial, industrial, and public activities. In addition, planning can help:

- Preserve important natural resources, agricultural, and other open lands.
- Create the opportunity for residents to participate in guiding a community’s future.
- Identify issues, stay ahead of trends, and accommodate change.
- Ensure that growth makes the community better, not just bigger.
- Foster sustainable economic development.

Minn. Stat. § 462.351.
Minn. Stat. § 462.352, subd 5.
See MN Planning “*Under Construction: Tools and Techniques for Local Planning.*”
Sample: Bethel Comprehensive Plan, City Population 502.
Sample: Chisago City Comprehensive Plan, City Population 4,307.
Sample: Minnetonka Comprehensive Plan, City Population 51,519.

RELEVANT LINKS:

Minn. Stat. § 15.99, subd. 2(a), (e).

See LMC information memo, *The 60 Day Rule: Minnesota's Automatic Approval Statute.*

See LMC Model Planning Commission Policy on Rules and Procedure.

See LMC information memo, *Meetings of City Councils.*

See LMC information memo, *Public Hearings.*

On occasion, a local city zoning ordinance or charter may contain similar or conflicting time provisions. The 60-Day Rule generally supersedes those time limits and requirements.

Cities should adopt a procedure or set of procedures to ensure planning staff, the planning commission and the city council follow the 60-Day Rule. City staff should develop a timetable, guidelines and forms (checklists for each application may be helpful) to ensure that no application is deemed approved because the city could not act fast enough to complete the review process.

C. Commission policies on order and meeting structure

City ordinance may provide for the adoption, subject to the city council's approval, of planning commission policies related to meeting rules of order and procedure (sometimes referred to as bylaws). Such policies should be adopted by resolution, not ordinance. A policy setting forth rules of procedure can help the planning commission run its meetings, prepare agendas, call special meetings and handle public comment appropriately. Because planning commissions often conduct public hearings, the policy should prescribe a procedure for conducting orderly public hearings.

The policy should establish procedures related to:

- Meeting time and place, including provisions for calling special meetings.
- Quorum requirements.
- Voting and making official recommendations.
- Order of proceedings for both regular meetings and public hearings.
- Creating, ordering and submitting items to an official agenda.
- Minute taking and record keeping requirements.
- Appointment and duties of officers, such as chairperson.
- Filling vacancies.
- Creation of management of subcommittees.

D. Minutes and official records

Cities, including city planning commissions, are required by law to create an accurate record of their activities. In addition, cities, including city planning commissions, must retain government records in accordance with the records retention laws.

RELEVANT LINKS:

LMC Model Planning
Commission Ordinance.

- Size or number of planning commission members.
- Terms of members.
- Organization and structure.
- Powers and duties.

A. Size or number of members

State statute does not specify how many commissioners a planning commission should have. As a result, the city ordinance should establish a reasonable number that reflects the needs of the city. An odd number is preferred to avoid tie-vote situations. Generally, cities appoint between five and nine individuals to serve as commission members.

Some considerations in choosing the number of commissioners include:

- Costs to the city in terms of salary (if a salary is paid).
- Availability of community members to serve or potential difficulty in recruiting members to serve full terms.

B. Terms of members

State statute does not set the length of terms for commission members, or impose limits on the number of successive terms that commission members may serve. As a result, city ordinance should establish the length of terms for commission members.

Some considerations in choosing the length of commission terms include:

- The substantial length of time necessary to conduct studies, draft, and adopt a comprehensive plan.
- The extensive body of knowledge that commission members must master to be effective planning commissioners.

These two considerations generally favor a longer, four-year term (rather than a two-year term), since rapid turnover of planning commissioners may hinder the city's efficiency in adopting, implementing, and enforcing its comprehensive plan.

Cities establishing a new planning commission for the first time, may wish to provide staggered terms initially. For example, one term may be for one year, another for two years, and another for three years, etc., with successors serving full four-year terms. Staggering terms in this manner will help ensure long-range continuity for the planning commission, and prevent a situation where all commission seats are vacant at once. This ensures that the planning commission is not without veteran members every four years.

RELEVANT LINKS:

See Section IV- *Planning Agency Meetings*.

See LMC Model Planning Commission Policy on Rules and Procedure.

Minn. Stat. § 462.354.
See Section III – *Powers and Duties of the Planning Commission*.

Minn. Stat. § 462.354.

Cities may establish consecutive term limits in their ordinance for commission members if desired. In addition, the city may wish to establish ordinance provisions for the removal of commission members, should it become necessary.

C. Organization and structure

The planning commission ordinance may establish an organizational form for the planning commission. For example, the ordinance may require a chairperson, acting chair, and secretary. In the alternative, the ordinance may enable the planning commission to suggest a policy (commonly known as bylaws), subject to council approval, that establishes a form of organization for its meetings. Placing organizational requirements in a policy adopted by council resolution, rather than in ordinance form, is generally preferred, because it provides a more flexible means to develop and amend policies.

D. Powers and duties

State statutes prescribe several mandatory duties for the city planning commission. A city ordinance should be drafted to include these duties. In addition, state statute permits some optional duties to be assigned to the planning commission in the council's discretion. City ordinance should make it clear which of these optional duties are assigned to the planning commission. Since state statute contains optional duties, general ordinance language stating that commission duties "shall be as established by state statute" may cause confusion over duties and should be avoided. The powers and duties of the planning commission are discussed more extensively below.

II. Appointment of city planning commission members

A. Council as a whole may serve as the planning commission

The city council may choose to designate itself as the city's planning commission by ordinance. However, most cities choose to establish a planning commission as a separate advisory body. This approach reduces the overall workload of the council, promotes citizen involvement, and allows commissioners to specialize in developing their body of knowledge concerning municipal planning.

PLANNING

appointment to the planning commission by the city council.

(d) The appointment process for a vacancy due to an expired term shall be handled by the city council at a regular or special meeting in March of each year in order to allow an opportunity for candidates to file applications and interview applicants. For all unexpired terms, the city council shall follow the same process as laid out in (a) through (c), but may consider appointments at any regularly scheduled city council meeting.

(Ord. No. 2005-114, § 5, 4-5-2005; Ord. No. 2009-08, § 5, 3-3-2009)

Sec. 24-25. Meetings; records; reports.

The planning commission shall hold at least one regular meeting each month, unless there is no business to conduct. It shall adopt rules for the transaction of business and shall keep a record of its resolutions, transactions, and findings, which shall be a public record. At each regular monthly meeting of the city council, the commission shall submit to the city council a report of its work during the preceding month.

(Ord. No. 2005-114, § 6, 4-5-2005; Ord. No. 2009-08, § 6, 3-3-2009)

Sec. 24-26. Duties.

(a) The planning commission shall have the duty to review, study and make recommendations to the city council on the following:

- (1) The City's Comprehensive Plan;
- (2) All standard land use applications, filed with the City, including but not limited to: rezoning, conditional use permits, variances, subdivisions and related matters;
- (3) Matters requiring a public hearing by law and/or as directed by the city council;
- (4) Draft ordinances as requested by the city council;
- (5) Such other matters as the city council may request review and recommendation.
- (6) Such other duties as the city council may delegate.

(b) As directed by the city council, the planning commission shall attend joint meetings between the city council and planning commission.

(c) The city council may elect to classify a land use application as an Emergency Application requiring immediate consideration. An application may only be classified as an Emergency Application if the applicant is faced with circumstances which directly and immediately affect the public health, safety and well-being of either the applicant, or any resident of the city. Any land use application classified as an Emergency Application shall be considered directly by the city council and shall not be considered by the planning commission given the urgency of the circumstances. The city council shall conduct all necessary public hearings. When an application is classified as an Emergency Application by the city council, the planning commission shall be notified and invited to attend the city council meeting at which the application is discussed.

(d) Such recommendations shall then be acted upon in accordance with Minn. Stats. § 15.99, as amended, if applicable, and Minn. Stats. § 462.358, subd. 3b, as amended and if applicable, and all other laws of the state.

(Ord. No. 2005-114, § 4, 4-5-2005; Ord. No. 2009-08, § 4, 3-3-2009)

State Law References: Time deadlines for actions, Minn. Stats. §§ 15.99, 462.358, subd. 3b.

CITY OF GRANT



Rules of Procedure

City of Grant

Planning Commission

CITY OF GRANT
RULES OF PROCEDURE
FOR CITY PLANNING COMMISSION

Section 1 Roles and Responsibilities.....

Section 2 Terms.....

Section 3 Meetings.....

Section 4 Agendas.....

Section 5 Meeting Minutes.....

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Section 7 City Consultants

Section 1
ROLES AND RESPONSIBILITIES

Section 2
TERMS

Section 3
MEETINGS

- A. **Regular**
- B. **Special**
- C. **Emergency**
- D. **Place**
- E. **Presiding Officers**

F. **Quorum**

G. **Order of Business**

H. **Curfew**

I. **First Regular Meeting of the Year**

Section 4

AGENDA FOR REGULAR MEETINGS

A. **Agenda Items**

B. **Addition of Agenda Items**

C. **Civility**

Section 5

MEETING MINUTES

A. **Required Contents**

B. **Other Items That Should be in the Minutes**

Section 6 PUBLIC HEARINGS

Section 7

CITY CONSULTANTS

A. **Consultants**

The City utilizes consultants for carrying out the business of the City. General services are provided to the City based on an hourly wage and provided for within the City budget.

B. **City Applications/Escrows**

C. **Use of City Consultants**

D. Special City Projects

AGENDA ITEM 9B

| | |
|-------------------------|------------------------------|
| STAFF ORIGINATOR | City Clerk |
| MEETING DATE | April 7, 2015 |
| TOPIC | City Council Inquiry Updates |
| VOTE REQUIRED | None |

BACKGROUND

There have been some Council inquiries regarding procedures within the City of Grant. The following is provided for your informational purposes only:

Staff Meetings – Staff meetings are typically held monthly after the regular Council meeting. Staff does not discuss policy but rather reviews the action taken by the City Council and determines the most efficient means of providing the necessary follow through on that action. Staff also discusses the next meeting agenda and what actions are needed by the Council relating to land use, inquiries, mandates, budgets and other required functions of the City.

City Attorney Seating – An informal quick survey of member cities of the Washington County Clerks survey was conducted. Below is a brief overview:

- St. Paul Park – City Attorney sits with Council
- Willernie – City Attorney sits with Council
- Dellwood – City Attorney sits with Council
- City of Lakeland – City Attorney sits with Council
- City of Scandia – City Attorney sits with Council

Of ten cities surveyed, only one does not have the City Attorney sit with the Council during Council meetings. Also attached is a letter the City received with the request to distribute it to the Council.

City Staff living within the City – In addition, a brief sampling of City employees living within the City is provided:

- St. Paul Park – 22 employees with one residing within the City – population of 5251
- Willernie – 2 employees, zero residing within the City – population 507
- Dellwood – 2 employees, zero residing within the City – population of 1067
- City of Lakeland – 10 employees, two live within the City – population of 1814
- City of Scandia – 10 employees, one residing within the City – population of 3936

None of the cities have any requirement for employees, consultants, contractors, etc. to live within the City with the exception of volunteer fire fighters.

OPTIONS

1. For informational purposed only – no action required.

STAFF RECOMMENDATION

None

8650 Kimbro Lane North

Stillwater, MN 55082

March 22, 2015

Grant City Council

City of Grant

P.O. 577

Willernie, MN 55090

Dear Council Members:

At the March 2015 Grant Council meeting Councilman Larry Lanoux objected to the fact that the city attorney was seated at the table with the council members. He stated that this had never happened before. He apparently is ignorant of the past history of Grant.

In all the 18 years that I served on the Grant Town Board, the attorney sat at the same table with the three board members. I observed that to be also true when I served 2 years as treasure and when I attended meetings prior to my time in office. This practice continued to be true up until the time when Grant became a city in 1996. Then the governing body went from three members to five members. The reason that the attorney was seated elsewhere was simply because the table could not accommodate a larger number of people. There was only room for the five on the council.

With the newly installed table it is now possible to go back to the practice of the attorney sitting at the table where he is readily available and visible to give legal advice. This is a common practice with a number of city councils. I would say with reinstalling the attorney at the table, it restores a long-existing tradition. It is sort of a restoration project keeping touch with our past.

Sincerely,

A handwritten signature in black ink, appearing to read "Eugene J. Eastlund". The signature is fluid and cursive, with a long horizontal stroke at the end.

Eugene J. Eastlund

Examples of items typically included in the consent agenda are the approval of the minutes, routine expenditures and the final approval of licenses and permits.

The Council generally approves all items on the consent agenda with the passage of one motion. If there is any item on the consent agenda that a Council Member feels warrants further discussion, it is removed from the consent agenda and dealt with individually. The item may be placed under New Business on the regular agenda.

C. **Addition of Agenda Items**

It is typical practice that items not on the agenda are to be brought up under Council or Staff updates to consider for a future agenda.

Upon adoption of the agenda, staff may recommend an additional agenda item if immediate Council action is required. Council Members may also add agenda items upon adoption of the regular agenda by the majority vote of the Council.

Individuals may address the City Council about any item not included on the regular agenda during the Public Input portion of the agenda. The Mayor will recognize speakers to come to the podium. Speakers will state and write 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. The Council may also determine an issue should be addressed with the individual and direct the Administrator/Clerk to work with the individual directly, as no Council action would be required.

D. **Civility**

When appearing at Council meetings, it is understood that everyone will follow these principles: Show respect for each other, actively listen to one another, keep emotions in check and always use respectful language.

Section 3

City Council Report for April 2015

Date: April 18, 2015

To: Honorable Mayor & City Council Members.

From; Jack Kramer Building & Code enforcement Official

Zoning Enforcement:

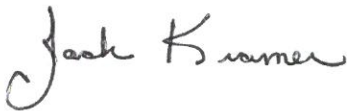
1 No new Violations to report for this time period.

FYI: Zoning violations which have been abated will always be noted on the monthly council report. Currently three zoning violations are in review by the city attorney and possibly awaiting legal action.

Building Permit Activity:

1. Twenty –five (25) Building Permits have been issued for a total valuation of \$ 264,866.92

Respectfully submitted,

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

Jack Kramer

Building & Code Enforcement Official

