

**City of Grant
City Council Agenda
June 2, 2015**

The regular monthly meeting of the Grant City Council will be called to order at 7:00 o'clock p.m. on Tuesday, June 2, 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. May 5, 2015 City Council Meeting Minutes
- B. Bill List, \$41,137.80
- C. Brochman Blacktopping, Pothole Repair, \$12,038.50
- D. Kline Bros. Excavating, Road Work, \$24,540.00
- E. Authorization of MS4 Permit Application

5. STAFF AGENDA ITEMS

- A. City Engineer, Phil Olson

- i. Consideration of Resolution No. 2015-12, TH 96 & CSAH 15 Roundabout Project
 - ii. Road Presentation
 - B. City Planner, Jennifer Haskamp
 - i. Consideration of Ordinance No. 2015-41, Land Use Definitions
 - ii. Consideration of Ordinance No. 2015- 42, Performance Standards for Commercial Recreation
 - ii. Garage Sizes Per City Ordinance
 - C. City Attorney, Nick Vivian
 - i. Road Contractor
- 6. **NEW BUSINESS**
 - A. Acceptance of 2014 Audit, Sharon Schwarze
 - B. Schedule 2016 Budget Work Session, Sharon Schwarze
 - C. Pressurized Water within the City of Grant, Jeff Huber
 - D. Waste Water Treatment Plant, Jeff Huber
 - E. Final “Draft” of City Charter, Mayor Carr
- 7. **UNFINISHED BUSINESS**
 - A. Roles and Responsibilities of City of Grant Planning Commission
- 8. **DISCUSSION ITEMS**
 - A. City Council Reports (any updates from Council)
 - B. Staff Updates
 - i. SunnyBrook Update
- 9. **COMMUNITY CALENDAR JUNE 3 THROUGH JUNE 30, 2015:**
 - Mahtomedi Public Schools Board Meeting, Thursday, June 11th and 28th, 2015, Mahtomedi District Education Center, 7:00 p.m.
 - Stillwater Public Schools Board Meeting, Thursday, June 11th, 2015, Stillwater City Hall, 7:00 p.m.
 - Charter Commission Meeting, Thursday, June 18th, 2015, Mahtomedi City Hall, 7:00 p.m.
 - Washington County Commissioners Meeting, Tuesdays, Government Center, 9:00 a.m.
- 10. **ADJOURNMENT**

CITY OF GRANT
MINUTES

DATE : May, 2015
TIME STARTED : 7:08 p.m.
TIME ENDED : 9:50 p.m.
MEMBERS PRESENT : Councilmember Sederstrom, Lobin, Huber,
Lanoux and Mayor Carr
MEMBERS ABSENT : None

Staff members present: Acting City Attorney, Kevin Sandstrom; 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 7:08 p.m.

PUBLIC INPUT

- (1) Bob Zick – Commented on a CUP and conflict of interest.
- (2) John Smith, 10242 67th Lane – Commented on the current Road Policy.
- (3) Jim Dross, 8682 Jamaca Avenue – Inquired about water meters being installed.

PLEDGE OF ALLEGIANCE**SETTING THE AGENDA**

Council Member Lanoux moved to approve the agenda with the addition of Waste Water Treatment, Endorsement for GRP to start an Emergency Response Program and consideration of use of Town Hall on May 18 for the disbanded Planning Commission. Council Member Sederstrom seconded the motion. Motion failed with Council Member Lobin, Huber and Mayor Carr voting nay.

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

CONSENT AGENDA

April 7, 2015 City Council Meeting Minutes

Approved

Bill List, \$41,372.33

Approved

COUNCIL MINUTES

MAY 5, 2015

Brochman Blacktopping, Pothole Repair,
\$19,658.65

Approved

Kline Bros. Excavating, Road Work,
\$14,055.00

Approved

Council Member Lanoux moved to approve the consent agenda, moving Item 4A, April 7, 2015 City Council Meeting Minutes to Item 6B under New Business. Council Member Sederstrom seconded the motion. Motion failed with Council Member Lobin, Huber and Mayor Carr voting nay.

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

STAFF AGENDA ITEMS

City Engineer, Phil Olson

2015 Roadway Patching – City Engineer Olson advised 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.

Council Member Sederstrom provided a presentation relating to road repair alternatives and pricing.

1 City Engineer Olson explained the construction projects costs he provided do include administrative,
2 bidding costs, public hearings, etc.

3
4 **Council Member Lobin moved to approve the 2015 Roadway Patching, as presented. Council**
5 **Member Huber seconded the motion. Motion carried with Council Member Lanoux and**
6 **Sederstrom voting nay.**

7
8 **2015 Special Road Projects** – City Engineer Olson advised at the last City Council meeting, staff
9 was directed to mail informational letters regarding the City's petition process for initiating a large
10 roadway improvement project. Letters were mailed to residents adjacent to the roadway including
11 those on Keats Avenue, 65th Street, 67th Street, and 67th Lane.

12
13 In response to the letters, two property owners contacted staff but neither resident was in support of
14 assessments for a larger roadway project. Since the City did not receive a formal petition or general
15 support of a larger project, it is recommended that the City move forward with a special road project
16 for patching on Keats Avenue.

17
18 The 2015 budget for Special Road Projects is \$25,000. With this budget, approximately 1100 to 1300
19 feet of the 3700 foot roadway is able to be patched. The City's current patching contractor is
20 Brochman Blacktopping.

21
22 Mayor Carr stated if residents do not want total reconstruction of their roads, there is an option to
23 have an overlay/patch and that needs to be explored further.

24
25 Council Member Huber encouraged residents to talk to the Council about the roads within the City of
26 Grant.

27
28 Council Member Sederstrom suggested the City take \$75,000 out of reserves and fix Keats. Further
29 discussion about funding of road projects should be held at the budget work session.

30
31 **Council Member Lanoux moved to have a Comprehensive Road Policy discussion at the next**
32 **City Council meeting. Council Member Sederstrom seconded the motion. Motion carried with**
33 **Council Member Huber and Mayor Carr voting nay.**

34
35 **Council Member Huber moved to approve the Keats Avenue Patching Project, as presented.**
36 **Council Member Lobin seconded the motion. Motion carried with Council Member Lanoux**
37 **and Sederstrom voting nay.**

38
39 **Roadway Contractor** – City Engineer Olson advised in an effort to provide better and more efficient
40 responses to roadway complaints, staff has discussed combining several of the City's roadway
41 maintenance tasks under one contract. This single maintenance contract will require one contractor to
42 be actively working on the roads year round and therefore identifying roadway maintenance issues
43 that the City could address. It will also allow the City to have a single source contact to respond to
44 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

1 the 13 miles they maintain versus this contract for \$1688 per mile for the 64 miles of roadway in
2 Grant.

3
4 A draft contract including all work tasks has been included for Council review. The contract is from
5 May 5, 2015 to May 1, 2017 with the ability to extend the contract by one additional year.

6
7 Mayor Carr stated the contractor is firm with his number and being the Road Commissioner is just too
8 much for a Council Member.

9
10 Council Member Sederstrom volunteered to be the Road Commissioner.

11
12 Council Member Lanoux stated the road contract with David's Consulting was extended last
13 November. There is a liability issue with that.

14
15 **Council Member Lanoux moved to table the discussion until the City goes out for RFP's.**
16 **Council Member Sederstrom seconded the motion. Motion failed with Council Member Lobin,**
17 **Huber and Mayor Carr voting nay.**

18
19 Mayor Carr stated the City did not make any promises and contracts have been broken before. He
20 stated he thinks this is good for the City.

21
22 Council Member Huber stated this is a Council that wants to be a City sometimes and then sometimes
23 not. The City can save money by doing this and has found someone willing to do this. There is some
24 risk to this and it does need to be monitored. Budgeting is vital and having set costs allows the City
25 to put more dollars towards the roads.

26
27 City Engineer Olson advised service contracts do not have to go out for bids. KEJ can still
28 subcontract with the current City contractors. No contracts are being broken. Most of the road
29 services dollars are included and are to be paid year round so he will be on the road year round. The
30 goal is not to take work from one contractor and give it to another.

31
32 **Council Member Lanoux moved to go out for RFP's to find the best prices. Council Member**
33 **Sederstrom seconded the motion.**

34
35 Council Member Huber stated the City is already working with Ken Johnson and he is very
36 comfortable with him doing this.

37
38 City Engineer Olson noted the City did approach Kline Bros. about this as well.

39
40 Acting City Attorney Sandstrom stated he does not believe it has to go out for RFP's but would have
41 to look into that further.

42
43 Mayor Carr stated it is hard to find someone to plow snow when they only work during the winter.
44 This is a good plan.

1 **Motion failed with Council Member Lobin, Huber and Mayor Carr voting nay.**

2
3 **Mayor Carr moved to approve the Roadway Contractor, subject to City Attorney review.**
4 **Council Member Lobin seconded the motion.**

5
6 **Mayor Carr amended the motion to include a review by staff at the end of the year.**

7
8 City Engineer Olson advised the review would need to be done at the same time of year.

9
10 Council Member Huber requested the contract include that Mr. Johnson can employ any of the City's
11 contractors and subcontract the work as well.

12
13 Acting City Attorney Sandstrom advised that as an independent contractor, Mr. Johnson can
14 subcontract the work.

15
16 **Motion carried with Council Member Lanoux and Sederstrom voting nay.**

17
18 **Consideration of Resolution No. 2015-11, Supporting Dedicated State Funding for City Streets**
19 **– Mayor Carr provided the background information on this item.**

20
21 Council Member Huber pointed out the dates on the information in the packet noting this had just
22 come out from the League.

23
24 **Mayor Carr moved to adopt Resolution No. 2015-11, as presented. Council member Lobin**
25 **seconded the motion. Motion carried unanimously.**

26
27 **City Planner, Jennifer Haskamp**

28
29 **Consideration of Ordinance No. 2015-41, Recreation Commercial Uses** – City Planner Haskamp
30 advised at the April City Council meeting the Council considered draft performance standards related
31 to commercial recreational facilities in the City. At the meeting Council directed staff to make
32 several modifications, deletions and changes to the draft ordinance and to bring back the ordinance
33 for review at the May meeting. Staff has made the changes to the draft ordinance, which is attached
34 for your review and consideration. A summary of the changes is provided below for your reference
35 and/or background:

- 36
37
 - The *Commercial, recreation (indoor)* use has been eliminated from the performance
38 standards. This is shown as a strikethrough in the attached draft ordinance. The Council
39 should be aware that we will also need to make the corresponding modifications to the draft
40 Land Use definitions ordinance associated with the moratorium to reflect that this use will no
41 longer be permitted anywhere in the City.
 - The draft ordinance has been updated to require *Commercial, Recreation (outdoor)* uses in the
42 A1 and A2 zoning districts must be accessory to a principal residential use. Staff did not place
43

1 the same requirement on the GB zoning district, and the Council should confirm this
2 distinction.

- 3 ■ Occupancy - At the April meeting the Council expressed interest in limiting the occupancy for
4 such facilities, but no specific number was identified. Through some research, staff is
5 proposing a maximum occupancy of 500 for discussion purposes. Some of the reasoning
6 behind this number includes potential traffic and trip counts, intensity of facilities, etc.;
7 however, this is open for discussion and simply a starting point for discussion at the May
8 meeting.
- 9 ■ Setbacks – at the April meeting Council expressed interest in increasing the side yard setback
10 requirements for any outdoor commercial recreational use. Staff has identified an initial
11 setback of 100-feet for discussion purposes.
- 12 ■ Number of Buildings and Square footage allowed – Council briefly discussed this item in
13 April, but did not come to consensus. For discussion purposes staff has used the threshold
14 established in Section 32-313 Accessory buildings for sites less than 20 acres. (No more than
15 4 accessory structures, not to exceed a combined square footage of 4,000 square feet). While
16 there are no limits on total buildings for sites greater than 20 acres, this would provide some
17 limitations specifically for the outdoor commercial recreational use component of any
18 property. This would help control intensity, appearance, etc., of a proposed use.
- 19 ■ Storm shelter – staff has drafted some language related to storm shelters for your review.
20

21 City Planner Haskamp stated staff is looking for your comments on the above items and the attached
22 DRAFT Ordinance.

23 **Council Member Lanoux moved to table this item until the Planning Commission can review it.**
24 **Council Member Sederstrom seconded the motion. Motion failed with Council Member Lobin,**
25 **Huber and Mayor Carr voting nay.**

26 After discussion, the Council suggested some revisions and requested the draft ordinance be brought
27 back to the next Council meeting for review.

28 **City Attorney, Nick Vivian**

29
30 **NEW BUSINESS**

31
32 **Roles and Responsibilities of City of Grant Planning Commission** – Administrator/Clerk advised
33 there was information in the packets relating to the role of the Planning Commission as well as the
34 City Ordinance relating to the Planning Commission. In addition, a draft, blank Planning
35 Commission Manual was provided as a guide to help the Council define the roles, responsibilities and
36 procedures for the Planning Commission.

37
38 Mayor Carr stated the Planning Commission is an advisory group to the City Council. There should
39 be more communication between the Planning Commission and the City Council. The roles and
40 responsibilities need to be clearly spelled out.

1 The Council agreed the Planning Commission should be a group of seven members.

2
3 **Council Member Lanoux moved to allow the disbanded Planning Commission meet at Town**
4 **Hall later this month.**

5
6 Council Member Sederstrom asked why the City would change anything with the Planning
7 Commission because they are already in place and the City Ordinance is already in place.

8
9 Council Member Huber suggested each of the Council Members start filling out the manual and bring
10 back next month for discussion.

11
12 **UNFINISHED BUSINESS**

13
14 **DISCUSSION ITEMS**

15
16 **City Council Reports:**

17
18 Council Member Sederstrom requested the City website be updated for Council Member's email
19 addresses. He also read a letter that was previously written to the School District making it clear he
20 did not trespass on their property.

21
22 Council Member Huber advised Comcast failed in the transfer but that means nothing to the City of
23 Grant at this point. He asked for Council consensus to put Pressured Water within the City of Grant
24 on the next agenda as well as a Waste Water Treatment Plant.

25
26 Mayor Carr asked for Council consensus to have the Final "Draft" Charter on the next Council
27 agenda.

28
29 Council Member Sederstrom asked for Council consensus to have Garage Sizes per City Ordinance
30 on the next Council agenda.

31
32 It was the consensus of the Council that Pressured Water within the City of Grant, Waste Water
33 Treatment Plan and Garage Sizes per City Ordinance would be on the June Council agenda.

34
35 **Staff Updates:**

36
37 **Consideration of Emergency Management Presentation, 6:30 pm, June 2, 2015** – It was the
38 consensus of the Council to schedule a Council Work Session On June 2, 2015, 6:30 pm at Town
39 Hall for an Emergency Management Presentation from Washington County.

40
41 **COMMUNITY CALENDAR MAY 6 THROUGH MAY 31, 2015:**

42
43 **Mahtomedi Public Schools Board Meeting, Thursday, May 14th and 28th, 2015, Mahtomedi**
44 **District Education Center, 7:00 p.m.**

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

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

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

5
6
7
8 These minutes were considered and approved at the regular Council Meeting June 2, 2015.
9

10
11
12 _____
13 Kim Points, Administrator/Clerk

Tom Carr, Mayor

Date range: 05/01/2015 to 05/31/2015

<u>Vendor</u>	<u>Date</u>	<u>Check #</u>	<u>Total</u>	<u>Description</u>	<u>Void</u>	<u>Account #</u>	<u>Detail</u>
Payroll Period Ending 05/31/2015	05/26/2015	12773	\$3,341.41		No	100-41101-100	\$3,341.41
Bubert Dirt	05/26/2015	12774	\$520.00	Ag Lime for Ballfield	No	100-43009-220	\$520.00
Washington County Property Records	05/26/2015	12775	\$531.90	Assessment Petition Fees	No	100-41208-300	\$531.90
Graphic Resources	05/26/2015	12776	\$1,144.77	Spring Newsletter	No	100-41307-300	\$1,144.77
Northern Technologies, Inc.	05/26/2015	12777	\$637.50	Jasmine Meadows	No	867-49310-300	\$637.50
CenturyLink	05/26/2015	12778	\$164.57	City Phone	No	100-41309-321	\$164.57
Magnuson Law Firm	05/26/2015	12779	\$1,406.25	Charter Review - Revised Bill	No	100-41211-304	\$1,406.25
Maroney's	05/26/2015	12780	\$484.00	Clean Up Day	No	100-43105-384	\$484.00
Brochman Blacktopping Co.	05/26/2015	12781	\$12,038.50	Roads/Pothole Repair	No	100-43109-300	\$12,038.50
MCFOA	05/26/2015	12782	\$35.00	Membership Dues	No	100-41305-310	\$35.00
Bray Hauling, Inc.	05/26/2015	12783	\$250.00	Ag Lime Spread/Level	No	100-43009-300	\$250.00
Waste Management	05/26/2015	12784	\$4,140.36	Recycling	No	100-43011-384	\$4,140.36
Pioneer Press	05/26/2015	12785	\$628.10	Legal Publications	No	100-41308-304	\$628.10
Ken Ronnan	05/26/2015	12786	\$73.50	Video Tech Services	No	100-41318-300	\$73.50
WSB & Associates	05/26/2015	12787	\$2,729.00	Engineering	No	100-41203-300	\$797.00
						100-43125-300	\$278.50
						100-43128-300	\$277.50
						100-43128-300	\$399.00
						100-43130-300	\$977.00
CliftonLarsonAllen	05/26/2015	12788	\$5,450.00	Inv#1042264	No	100-41201-301	\$5,450.00
Sherrill Reid Animal Control	05/26/2015	12789	\$90.00	Animal Control/Inv2015-33	No	100-42006-300	\$90.00
Todd Smith	05/26/2015	12790	\$1,901.37	Monthly Assessment Services	No	100-41208-300	\$1,901.37
Eckberg Lammers	05/26/2015	12791	\$4,673.12	Legal Services	No	100-41204-300	\$2,388.05
						100-41205-300	\$696.25
						100-41206-300	\$1,588.82
Croix Valley Inspector	05/26/2015	12792	\$7,303.76	Building Inspector	No	100-42004-300	\$7,303.76
Kline Bros Excavating	05/26/2015	12793	\$24,540.00	Road Maintenance	No	100-43101-300	\$11,247.50

City of Grant

Disbursements List

05/26/2015

<u>Vendor</u>	<u>Date</u>	<u>Check #</u>	<u>Total</u>	<u>Description</u>	<u>Void</u>	<u>Account #</u>	<u>Detail</u>
SHC, LLC	05/26/2015	12794	\$2,332.00	Planning	No	100-43111-300 100-43126-300	\$6,325.00 \$6,967.50
Sprint	05/26/2015	12795	\$109.81	City Cell Phone	No	100-41209-300 899-49310-300	\$1,828.00 \$504.00
Jeff Reichel	05/26/2015	12796	\$518.00	Escrow Refund	No	100-43116-321	\$109.81
PERA	05/26/2015	12797	\$643.61	PERA	No	897-49310-810	\$518.00
Kristeen Anderson	05/26/2015	12798	\$542.00	Escrow Refund	No	100-41102-120 100-41113-100	\$344.79 \$298.82
Tamra Harman Johnson	05/26/2015	12799	\$374.00	Escrow Refund	No	898-49310-300	\$542.00
IRS	05/26/2015	EFT63	\$1,113.77	Payroll Taxes	No	895-49310-300	\$374.00
						100-41103-100 100-41107-100 100-41110-100 100-41112-100	\$351.69 \$410.39 \$285.03 \$66.66
Total For Selected Checks			\$77,716.30				\$77,716.30

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

Invoice

Date 5/5/2015
Invoice # 3486

Bill To

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

Terms Due on receipt Due Date 5/5/2015

Item	Description	Qty	Price	Amount
asphalt mix	Tons	9	61.50	553.50
Truck	With driver (Hours)	20	88.00	1,760.00
Roller	With operator (Hours)	9	73.00	657.00
Skid loader	With operator (Hours)	11	78.00	858.00
Man hours	Labor	29	55.00	1,595.00
bobcat work	Cold planer with attachment (Hours)	2	30.00	60.00
Tack	Machine (Hours)	2	30.00	60.00
Tack	Gallons	20	3.00	60.00
	Labor & materials for asphalt patching repair of pot holes at Juno, 103rd St., Justen (Grant Township) 04/29/2015 Cost: (\$5,603.50)			
asphalt mix	Tons	9	61.50	553.50
Truck	With driver (Hours)	15	88.00	1,320.00
Roller	With operator (Hours)	7	73.00	511.00
Skid loader	With operator (Hours)	6	78.00	468.00
Man hours	Labor	18	55.00	990.00
Tack	Machine (Hours)	2	30.00	60.00
Tack	Gallons	25	3.00	75.00
	Labor & materials for asphalt patching repair of pot holes at Kimbro Ave. (Grant Township) 04/30/2015 Cost: (3,977.50)			

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 5/5/2015

Invoice # 3486

Bill To

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

Terms

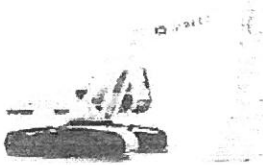
Due on receipt

Due Date

5/5/2015

Item	Description	Qty	Price	Amount
asphalt mix	Tons	5	61.50	307.50
Truck	With driver (Hours)	8	88.00	704.00
Roller	With operator (Hours)	8	73.00	584.00
Skid loader	With operator (Hours)	4	78.00	312.00
Man hours	Labor	10	55.00	550.00
	Labor & materials for asphalt patching repair of pot holes at Kimbro Ave. (Grant Township) 05/01/2015 Cost: (2,457.50)			
	Total amount Due: \$12,038.50			
Thank you! for your business.		Subtotal		\$12,038.50
		Sales Tax (0.0%)		\$0.00
		Total		\$12,038.50
brochmanpaving@msn.com		Payments/Credits		\$0.00
651-439-5379		Balance Due		\$12,038.50
651-439-5379				

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



Invoice

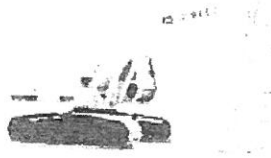
DATE	INVOICE #
5/21/15	2364

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

DUE DATE
5/31/15

DESCRIPTION	QTY	UNIT COST	AMOUNT
5-09-15 REPLACE 15" CULVERT ON 83RD ST (EAST OF JODY) CLEAN OUT DITCH ON NORTH SIDE OF CULVERT AND HAUL 1 LOAD AWAY			3,000.00 0.00
5-09-15 E70	1	90.00	90.00
5-09-15 1845C	1	85.00	85.00
5-09-15 T600	1	75.00	75.00
5-16-15 REPLACE 15" CULVERT ON JASMINE AVE (NORTH OF 65TH ST)			3,000.00
5-16-15 HAUL AWAY 1 LOAD DEBRIS	1	75.00	75.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE			Total 6,325.00

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



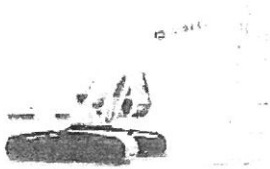
Invoice

DATE	INVOICE #
5/21/15	2363

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

			DUE DATE
			5/31/15
DESCRIPTION	QTY	UNIT COST	AMOUNT
4-27-15 740A	3.25	80.00	260.00
4-28-15 740A	2	80.00	160.00
4-29-15 770B	8	80.00	640.00
4-29-15 740A	5	80.00	400.00
4-30-15 1845C (LANSING)	5	85.00	425.00
5-01-15 1845C (LANSING)	6.5	85.00	552.50
5-04-15 770B	4	80.00	320.00
5-04-15 740A	3	80.00	240.00
5-05-15 770B	5.5	80.00	440.00
5-05-15 740A	5.5	80.00	440.00
5-05-15 1845C (LANSING)	3.5	85.00	297.50
5-06-15 740A	2.5	80.00	200.00
5-06-15 1845C (LANSING)	5	85.00	425.00
5-07-15 770B	2.5	80.00	200.00
5-07-15 740A	3	80.00	240.00
5-08-15 770B	6	80.00	480.00
5-08-15 740A	8.5	80.00	680.00
5-12-15 1845C (LANSING & IRONWOOD)	5.5	85.00	467.50
5-12-15 740A	3	80.00	240.00
5-15-15 770B	8.5	80.00	680.00
5-18-15 770B	7.25	80.00	580.00
5-18-15 740A	8.5	80.00	680.00
5-19-15 770B	5.5	80.00	440.00
5-19-15 740A	5	80.00	400.00
5-20-15 1845C (IRONWOOD)	6	85.00	510.00
5-21-15 1845C (IRONWOOD)	10	85.00	850.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE			
Total			11,247.50

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



Invoice

DATE	INVOICE #
5/21/15	2365

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

DUE DATE
5/31/15

DESCRIPTION	QTY	UNIT COST	AMOUNT
LANSING DITCHWORK			0.00
4-30-15 E70	5	90.00	450.00
4-30-15 LNT9000	5	75.00	375.00
4-30-15 T600	1	75.00	75.00
5-01-15 E70	6.5	90.00	585.00
5-01-15 LNT9000	6.5	75.00	487.50
5-01-15 T600	1	75.00	75.00
5-05-15 E70	3.5	90.00	315.00
5-05-15 LNT9000	3.5	75.00	262.50
5-05-15 T600	1	75.00	75.00
5-06-15 E70	5	90.00	450.00
5-06-15 T600	5	75.00	375.00
5-12-15 E70	1.5	90.00	135.00
IRONWOOD DITCHWORK			0.00
5-12-15 E70	5.75	90.00	517.50
5-12-15 T600	3	75.00	225.00
5-20-15 E70	6	90.00	540.00
5-20-15 T600	4	75.00	300.00
5-21-15 E70	10	90.00	900.00
5-21-15 T600	8	75.00	600.00
5-21-15 LABOR POTHOLING UTILITIES	5	45.00	225.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE	Total		6,967.50



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: *May 22, 2015*

Re: *Municipal Separate Storm Sewer System (MS4): 2014 Annual Report*

Attached for Council information is the Municipal Separate Storm Sewer System (MS4) Annual Report for 2014. The report outlines the requirements for the maintenance and operations of the City's stormwater as well and the city's actions towards meeting those requirements in 2014. This report is required by the Minnesota Pollution Control Agency as part of the City's National Pollutant Discharge Elimination (NPDES) Permit.

In past years, the City has conducted a public informational meeting prior to submittal of the annual permit. This year, the city will complete the annual public informational meeting at the end of the summer or early fall to allow for the new permit changes to be fully implemented.

Action: Authorize approval and submittal of the 2014 Annual Report.



Minnesota Pollution Control Agency

You are currently logged in as:

Grant City MS4

If this is correct, click the 'Next' button. If this information is incorrect, contact Cole Landgraf (651-757-2880, cole.landgraf@state.mn.us) or Rachel Stangl (651-757-2879, rachel.stangl@state.mn.us).

Before you begin...

The MS4 Annual Report for 2014 will automatically save your answers when you hit the 'Next' button at the bottom of each page.

If you wish to leave the MS4 Annual Report for 2014 and complete the document at another time, you may do so by hitting 'Next' at the bottom of your current page to save your progress before exiting the document. Return to the survey by following the previously used web link, and again login using your email and assigned password credentials. Once you successfully log in, your previous answers will appear.

You may print a copy of the MS4 Annual Report for 2014 for your records at any time by pressing the 'Print' button at the bottom of the page.

Additionally, it is possible to save a PDF copy of the MS4 Annual Report for 2014 if you are working on a computer with OneNote (a program often included in Microsoft Office packages). Detailed saving instructions are available at [stormwater.pca.state.mn.us/index.php/Guidance for saving MS4 annual reports](http://stormwater.pca.state.mn.us/index.php/Guidance%20for%20saving%20MS4%20annual%20reports).

MS4 Annual Report for 2014

Reporting period: January 1, 2014 to December 31, 2014

Due: June 30, 2015

Instructions: Complete this annual report to provide a summary of your activities under the 2013 MS4 Permit (Permit) between January 1, 2014 and December 31, 2014. You may provide additional explanation and/or information in an email with the subject *YourMS4NameHere_2014AR* to ms4permitprogram.pca@state.mn.us. MPCA staff may also contact you for additional information.

Questions: Contact Cole Landgraf at 651-757-2880 or cole.landgraf@state.mn.us or Rachel Stangl at 651-757-2879 or rachel.stangl@state.mn.us.

MS4 General Contact Information

Last name	Olson
First name	Phil
Title	City Engineer
Mailing address	701 Xenia Ave S, Suite 300
City	Golden Valley
State	MN
Zip code	55416
Phone	651-322-2015
Email	polson@wsbeng.com

MCM 1: Public Education and Outreach

The following questions refer to Part III.D.1. of the Permit.

Q2 Did you select a stormwater-related issue of high priority to be emphasized during this Permit term? [Part III.D.1.a.(1)]

- ☒ Yes
☐ No

Q3 What is your stormwater-related issue(s)? Check all that apply.

- ☒ TMDL(s)
☐ Local businesses
☐ Residential BMPs
☐ Pet waste
☐ Yard waste
☐ Deicing materials
☐ Household chemicals
☐ Construction activities
☐ Post-construction activities
☒ Other

Describe:

Illicit Discharges

Q4 Did you begin to educate the public on illicit discharge recognition and reporting?
[Part III.D.1.a.(2)]

- ☒ Yes
☐ No

Q5 How did you distribute educational materials or equivalent outreach? Check all that apply and provide circulation/audience associated with each item. [Part III.D.1.a.]

- ☐ Brochure
☒ Newsletter
☐ Utility bill insert
☐ Newspaper ad
☐ Radio ad
☐ Television ad
☐ Cable access channel
☐ Stormwater-related event
☐ School presentation or project
☒ Website
☐ Other (1)
☐ Other (2)
☐ Other (3)

Q6 Intended audience? Check all that apply.


	Residents	Local Businesses	Developers	Students	Employees	Other
Newsletter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Website	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>


Q7 Enter the total circulation/audience (if unknown, use best estimate):


Newsletter	4,100
Website	200

Provide a brief description of each activity related to public education and outreach (e.g. rain garden workshop, school presentation, public works open house) held and the date each activity was held from January 1, 2014 to December 31, 2014. [Part III.D.1.c.(4)]






Q8Date of activity

Date 
(mm/dd/yyyy)

Date 
(mm/dd/yyyy)

Date 
(mm/dd/yyyy)

Q9Description of activity

Date (mm/dd /yyyy)		<input type="text"/>
Date (mm/dd /yyyy)		<input type="text"/>
Date (mm/dd /yyyy)		<input type="text"/>
Date (mm/dd /yyyy)		<input type="text"/>
Date (mm/dd /yyyy)		<input type="text"/>

Q10 Between January 1, 2014 and December 31, 2014, did you modify your BMPs, measurable goals, or future plans for your public education and outreach program?
[Part IV.B.]

- ☒ Yes
☐ No

Describe those modifications:

The City's designee contacted the education coordinator of the East Metro Water Resource Education Program (EMWREP) and started the process to become a partner of the EMWREP.

MCM 2: Public Participation/Involvement

The following questions refer to Part III.D.2.a. of the Permit.

Q11 You must provide a minimum of one opportunity each year for the public to provide input on the adequacy of your Stormwater Pollution Prevention Program (SWPPP). Did you provide this opportunity between January 1, 2014 and December 31, 2014?
[Part III.D.2.a.(1)]

- ☒ Yes
☐ No

Q12 What was the opportunity that you provided? Check all that apply.

- ☒ Public meeting
☐ Public event
☐ Other

Q13 Did you hold a stand-alone meeting or combine it with another event?

- ☒ Stand-alone
☐ Combined

Enter the date
of the public
meeting

6/3/2014

(mm/dd/yyyy):

Enter the number of citizens that attended and were informed about your SWPPP:

6

Q16 Between January 1, 2014 and December 31, 2014, did you receive any input regarding your SWPPP?

- ☒ Yes
☐ No

Enter the total number of individuals or organizations that provided comments on your SWPPP:

2

Q17 Did you modify your SWPPP as a result of written input received? [Part III.D.2.b.(2)]

- ☐ Yes
☒ No

Q18 Between January 1, 2014 and December 31, 2014, did you modify your BMPs, measurable goals, or future plans for your public participation/involvement program? [Part IV.B.]

- ☐ Yes
☒ No

MCM 3: Illicit Discharge Detection and Elimination

The following questions refer to Part III.D.3. of the Permit.

Q19 Between January 1, 2014 and December 31, 2014, did you update your regulatory mechanism(s) which prohibits non-stormwater discharges to your MS4?

- ☐ Yes
☒ No

Q20 Between January 1, 2014 and December 31, 2014, what was the status of this regulatory mechanism(s)?

Development

Optional, describe status:

Q21 Did you identify any illicit discharges between January 1, 2014 and December 31, 2014? [Part III.D.3.h.(4)]

- ☒ Yes
☐ No

Q22 Enter the number of illicit discharges detected:

0

Q23 How did you discover these illicit discharges? Check all that apply and enter the number of illicit discharges discovered by each category.

- ☒ Public complaint
☐ Staff

Q24 Enter the number discovered by the public:

1

Q26 Did any of the discovered illicit discharges result in an enforcement action (this includes verbal warnings)?

- ☐ Yes
☒ No

Q30 Do you have written Enforcement Response Procedures (ERPs) to compel compliance with your illicit discharge regulatory mechanism(s)? [Part III.B.]

- ☐ Yes
☒ No

Q31 Between January 1, 2014 and December 31, 2014, what was the status of your ERPs?

Development

Optional, describe status:

Q32 Did you train all field staff in illicit discharge recognition (including conditions which could cause illicit discharges) and reporting illicit discharges for further investigations? [Part III.D.3.e.]

- ☒ Yes
☐ No

Q33 How did you train your field staff? Check all that apply.

- ☐ Email
☐ PowerPoint
☐ Presentation

- ☐ Video
☐ Field Training
☒ Other

Other, describe:

Internal training at WSB & Associates

The following questions refer to Part III.C.1. of the Permit.

- Q34 Did you update your storm sewer system map between January 1, 2014 and December 31, 2014? [Part III.C.1.]
- ☒ Yes
☐ No
- Q35 Does your storm sewer map include all pipes 12 inches or greater in diameter and the direction of stormwater flow in those pipes? [Part III.C.1.a.]
- ☐ Yes
☒ No
- Q36 Does your storm sewer map include outfalls, including a unique identification (ID) number and an associated geographic coordinate? [Part III.C.1.b.]
- ☒ Yes
☐ No
- Q37 Does your storm sewer map include all structural stormwater BMPs that are part of your MS4? [Part III.C.1.c.]
- ☐ Yes
☒ No
- Q38 Does your storm sewer map include all receiving waters? [Part III.C.1.d.]
- ☒ Yes
☐ No
- Q39 In what format is your storm sewer map available?
- ☐ Hardcopy only
☒ GIS
☐ CAD
☐ Other
- Q40 Between January 1, 2014 and December 31, 2014, did you modify your BMPs, measurable goals, or future plans for your illicit discharge detection and elimination (IDDE) program? [Part IV.B.]
- ☐ Yes
☒ No

MCM 4: Construction Site Stormwater Runoff Control

The following questions refer to Part III.D.4. of the Permit.

Q41 Between January 1, 2014 and December 31, 2014, did you update your regulatory mechanism to be at least as stringent as the Agency's general permit to Discharge Stormwater Associated with Construction Activity (CSW Permit) No. MN R100001 (<http://www.pca.state.mn.us/index.php/view-document.html?gid=18984>) for erosion and sediment controls and waste controls? [Part III.D.4.a.]

- ☐ Yes
☒ No

Q42 Between January 1, 2014 and December 31, 2014, what was the status of this regulatory mechanism?

Development

Optional, describe status:

Q43 Have you developed written procedures for site plan reviews as required by the Permit? [Part III.D.4.b.]

- ☒ Yes
☐ No

Q44 Have you documented each site plan review as required by the Permit? [Part III.D.4.f.]

- ☒ Yes
☐ No

Q45 Enter the number of site plan reviews conducted for sites an acre or greater between January 1, 2014 and December 31, 2014:

2

Q46 What types of enforcement actions do you have available to compel compliance with your regulatory mechanism? Check all that apply and enter the number of each used from January 1, 2014 to December 31, 2014.

- ☒ Verbal warnings
☒ Notice of violation
☐ Administrative orders
☒ Stop-work orders
☐ Fines
☐ Forfeit of security of bond money
☐ Withholding of certificate of occupancy
☐ Criminal actions
☐ Civil penalties
☐ Other

Enter the number of verbal warnings issued:

0

Enter the number of notice of violations issued:

0

Enter the number of stop-work orders issued:

0

Q47 Do you have written Enforcement Response Procedures (ERPs) to compel compliance with your construction site stormwater runoff control regulatory mechanism(s)? [Part III.B.]

- ☐ Yes
☒ No

Q48 Between January 1, 2014 and December 31, 2014, what was the status of your ERPs?

Development

Optional, describe status:

Q49 Enter the number of active construction sites an acre or greater that were in your jurisdiction between January 1, 2014 and December 31, 2014:

3

Q50 Do you have written procedures for identifying priority sites? [Part III.D.4.d.(1)]

- ☒ Yes
☐ No

Q51 How are sites prioritized? Check all that apply.

- ☐ Site topography
☐ Soil characteristics
☐ Types of receiving water(s)
☐ Stage of construction
☐ Compliance history
☐ Weather conditions
☒ Other

Other, describe:

All sites are priority because of the limited amount of new development occurring within the City.

Q52 Do you have a checklist or other written means to document site inspections when determining compliance? [Part III.D.4.d.(4)]

- ☒ Yes
☐ No

Q53 Enter the number of site inspections conducted for sites an acre or greater between January 1, 2014 and December 31, 2014:

2

Q54 Enter the frequency at which site inspections are conducted (e.g. daily, weekly, monthly): [Part III.D.4.d.(2)]

Weekly

Q55 Enter the number of trained inspectors that were available for construction site inspections between January 1, 2014 and December 31, 2014:

1

Q56 Provide the contact information for the inspector(s) and/or organization that conducts construction stormwater inspections for your MS4. List your primary construction stormwater contact first if you have multiple inspectors.

(1) Inspector name

Paul Kyle

Organization

WSB & Associates

Phone (Office)

612-360-1310

Phone (Work Cell)

612-360-1310

Email

pkyle@wsbeng.com

Preferred contact method

Phone

(2) Inspector name

Organization

Phone (Office)

Phone (Work Cell)

Email

Preferred contact method

(3) Inspector name

Organization

Phone (Office)

Phone (Work Cell)

Email

Preferred contact method

Q57 What training did inspectors receive? Check all that apply.

- ☒ University of Minnesota Erosion and Stormwater Management Certification Program
- ☐ Qualified Compliance Inspector of Stormwater (QCIS)
- ☐ Minnesota Laborers Training Center Stormwater Pollution Prevention Plan Installer or Supervisor
- ☐ Minnesota Utility Contractors Association Erosion Control Training
- ☐ Certified Professional in Erosion and Sediment Control (CPESC)
- ☐ Certified Professional in Stormwater Quality (CPSWQ)
- ☐ Certified Erosion, Sediment and Storm Water Inspector (CESSWI)
- ☐ Other

Q58 Between January 1, 2014 and December 31, 2014, did you modify your BMPs, measurable goals, or future plans for your construction site stormwater runoff control program? [Part IV.B.]

- ☐ Yes
- ☒ No

MCM 5: Post-Construction Stormwater Management

The following questions refer to Part III.D.5. of the Permit.

Q59 Between January 1, 2014 and December 31, 2014, did you update your regulatory mechanism(s) to incorporate all requirements as specified in Part III.D.5.a. of the Permit?

- ☐ Yes
- ☒ No

Q60 Between January 1, 2014 and December 31, 2014, what was the status of this regulatory mechanism?

Development

Optional, describe status:

Q61 What approach are you using, or planning to use, to meet the performance standard for Volume, Total Suspended Solids (TSS), and Total Phosphorus (TP) as required by the Permit? [Part III.D.5.a.(2)]
Check all that apply.

Refer to the link <http://www.pca.state.mn.us/index.php/view-document.html?gid=17815> for guidance on stormwater management approaches.

- ☒ Retain a runoff volume equal to one inch times the area of the proposed increase of impervious surfaces on-site
- ☐ Retain the post-construction runoff volume on site for the 95th percentile storm
- ☐ Match the pre-development runoff conditions
- ☐ Adopt the Minimal Impact Design Standards (MIDS)

- ☐ An approach has not been selected
- ☐ Other method (Must be technically defensible--e.g. based on modeling, research and acceptable engineering practices)

Q62 Do you have written Enforcement Response Procedures (ERPs) to compel compliance with your post-construction stormwater management regulatory mechanism(s)? [Part III.B.]

- ☐ Yes
- ☒ No

Q63 Between January 1, 2014 and December 31, 2014, what was the status of your ERPs?

Development

Optional, describe status:

Q64 Between January 1, 2014 and December 31, 2014, did you modify your BMPs, measurable goals, or future plans for your post-construction stormwater management program? [Part IV.B.]

- ☐ Yes
- ☒ No

MCM 6: Pollution Prevention/Good Housekeeping for Municipal Operations

The following questions refer to Part III.D.6. of the Permit.

Q65 Enter the total number of structural stormwater BMPs, outfalls (excluding underground outfalls), and ponds within your MS4 (exclude privately owned).

Structural stormwater BMPs	<input type="text" value="0"/>
Outfalls	<input type="text" value="1"/>
Ponds	<input type="text" value="0"/>

Q66 Enter the number of structural stormwater BMPs, outfalls (excluding underground outfalls), and ponds that were inspected from January 1, 2014 to December 31, 2014 within your MS4 (exclude privately owned). [Part III.D.6.e.]

Structural stormwater BMPs	<input type="text" value="0"/>
Outfalls	<input type="text" value="0"/>
Ponds	<input type="text" value="0"/>

- Q67 Have you developed an alternative inspection frequency for any structural stormwater BMPs, as allowed in Part III.D.6.e.(1) of the Permit?
- ☐ Yes
☒ No
- Q68 Based on inspection findings, did you conduct any maintenance on any structural stormwater BMPs? [Part III.D.6.e.(1)]
- ☐ Yes
☒ No
- Q70 Do you own or operate any stockpiles, and/or storage and material handling areas? [Part III.D.6.e.(3)]
- ☐ Yes
☒ No
- Q74 Between January 1, 2014 and December 31, 2014, did you modify your BMPs, measurable goals, or future plans for your pollution prevention/good housekeeping for municipal operations program? [Part IV.B.]
- ☐ Yes
☒ No

Discharges to Impaired Waters with a USEPA-Approved TMDL that Includes an Applicable WLA

You must complete the **TMDL Annual Report Form**, available at:

<http://stormwater.pca.state.mn.us/index.php/Upload> page with TMDL forms.

Attach your completed TMDL Annual report form to this Annual Report as instructed below. [Part III.E.]

- Q76 Click the "up arrow" icon below to upload your TMDL Annual report form. When it has uploaded successfully, a unique ID will appear in the box. Only files 6 MB or less will upload.



Partnerships

- Q83 Did you rely on any other regulated MS4s to satisfy one or more Permit requirements?
- ☐ Yes
☒ No

Additional Information

If you would like to provide any additional files to accompany your annual report, use

the space below to upload those files. For each space, you may attach one file.

- Q85 Click the "up arrow" icon below to upload a file. When it has uploaded successfully, a unique ID will appear in the box. Only files 6 MB or less will upload.



- Q86 Click the "up arrow" icon below to upload a file. When it has uploaded successfully, a unique ID will appear in the box. Only files 6 MB or less will upload.



- Q87 Click the "up arrow" icon below to upload a file. When it has uploaded successfully, a unique ID will appear in the box. Only files 6 MB or less will upload.



- Q88 Optional, describe the file(s) uploaded:

Owner or Operator Certification

The person with overall administrative responsibility for SWPPP implementation and Permit compliance must certify this MS4 Annual Report. This person must be duly authorized and should be either a principal executive (i.e., Director of Public Works, City Administrator) or ranking elected official (i.e., Mayor, Township Supervisor).

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete (Minn. R. 7001.0070). I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment (Minn. R. 7001.0540).

☐ Yes

By typing my name in the following box, I certify the above statements to be true and correct, to the best of my knowledge, and that information can be used for the

purpose of processing my MS4 Annual Report.

Name:

Title:

Date:
(mm/dd/yyyy)

Before you submit...

Print or save a copy of your completed MS4 Annual Report for 2014 for your records. The MPCA will not be able to provide you with a copy.

You may print a copy of the MS4 Annual Report for 2014 for your records by pressing the 'Print' button at the bottom of the page.

Additionally, it is possible to save a PDF copy of the MS4 Annual Report for 2014 if you are working on a computer with OneNote (a program often included in Microsoft Office packages). Detailed saving instructions are available at stormwater.pca.state.mn.us/index.php/Guidance for saving MS4 annual reports.

If you have any questions, contact MPCA staff Cole Landgraf (cole.landgraf@state.mn.us, 651-757-2880) or Rachel Stangl (rachel.stangl@state.mn.us, 651-757-2879).


**Minnesota Pollution
Control Agency**

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

**TMDL Annual Report Form
Municipal Separate Storm Sewer Systems (MS4) Program**

Doc Type: Annual Report

Form Information

This form is to be completed annually by MS4s in order to track the completed BMP activities and to calculate the cumulative loading reduction for specific pollutants of concern associated with each applicable WLA. Navigate through this form using the tabs at the bottom of the page. All information is collected in accordance with Part III.E of the [MS4 Permit](#).

Green Tabs (REQUIRED): user-input worksheet

Blue Tabs (hidden*): optional user-input worksheet

Yellow Tabs (hidden*): reference worksheet

*Reveal hidden spreadsheet tabs by navigating to Home->Cells->Format->Hide & Unhide->Unhide Sheet

Please refer to the [Guidance for Completing the TMDL Reporting Form](#) in the Minnesota Stormwater Manual for additional assistance and instructions. Sections of the guidance are hyperlinked throughout this spreadsheet.

This form was created on 1/23/15

User Information

Date Updated: 5/20/2015
 Permittee: Grant City
 Permit ID: MS400091
 Contact Name: Phil Olson
 Contact Phone: 651-202-9116
 Contact email: polson@wsbeng.com
 Mailing address: 701 Xenia Ave S, Suite 300, Golden Valley, MN 55416

Reporting Year	Data Entry Date	Entered by	Notes
2014	#####	Meghan Litsey	

[illegible]

Cumulative Reductions Spreadsheet

Category 1: Summary of quantitative reductions (Annual Pollutant Load Reduction).											Optional	
Permittee	MS4 ID	TMDL project	Units	2014	2015	2016	2017	2018	2019	2020	Calculation method	Notes
Grant City	MS400091	Bald Eagle Lake - Phosphorus										
Grant City	MS400091	Lake St. Croix - Phosphorus										
Category 2: Summary of qualitative reductions (# of BMPs).											Optional	
Permittee	MS4 ID	TMDL project		2014	2015	2016	2017	2018	2019	2020	Notes	
Grant City	MS400091	Bald Eagle Lake - Phosphorus		2							1 newsletter article; 1	
Grant City	MS400091	Lake St. Croix - Phosphorus		2							1 newsletter article; 1	

Non-implemented activities (BMP Inventory)

Place an "X" in a cell if the activity applies to the TMDL shown in the column

[illegible]

Provide an up-dated narrative describing any adaptive management strategies used (including projected dates) for making progress toward achieving each applicable WLA

In the TMDL portion of the City of Grant's MS4 Reauthorization Application, the City identified that they would evaluate the potential for increased street sweeping and increase street sweeping in priority areas; however, after further review, the City is no longer considering street sweeping activities to reduce phosphorus loading because of the number of rural/gravel roads within the community. Instead, the City will evaluate and identify important streams and ravines, and then stabilize and restore based on priority areas. In year 1, City staff or their designee will complete a desktop analysis of existing information, and identify potential priority areas. In year 2, City staff or their designee will complete a more in-depth, in-field analysis and determine priority areas. In year 3, City staff or their designee will identify partners and funding sources to fund stabilization and restoration projects. In year 5, if funding is available, City staff or their designee will start stabilization and/or restoration activities.



Infrastructure ■ Engineering ■ Planning ■ Construction

701 Xenia Avenue South
Suite 300
Minneapolis, MN 55416
Tel: 763-541-4800
Fax: 763-541-1700

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: *May 22, 2015*

Re: *TH 96 & CSAH 15 Roundabout: Municipal Consent*

Washington County is requesting municipal consent to install a roundabout at the intersection of Trunk Highway 96 (TH 96) and County State Aid Highway 15 (CSAH 15). The project includes replacing the existing 4-way stop intersection and with a new a single lane roundabout with trails. A figure of the roundabout improvements is attached for review.

Action: Discussion. Approval for this project should be made with the following motion.

Motion to adopt a resolution for municipal consent of the Trunk Highway 96 and County State Aid Highway 15 Roundabout Project.

RESOLUTION NO. 2015-

**CITY OF GRANT WASHINGTON
COUNTY, MINNESOTA**

**A RESOLUTION APPROVING COUNTY PROJECT WITHIN
MUNICIPAL CORPORATE LIMITS**

WHEREAS, a Minnesota Department of Transportation (MnDOT) and County recommended layout, dated April 2014, for State Project No. 8211-35 and State Aid Project No. 082-615-026, showing proposed intersection improvements at the intersection of Trunk Highway 96 (Dellwood Road) and County State Aid Highway 15 (Manning Avenue), partially located within the limits of the City of Grant as a State Aid Project has been prepared and presented to the City.

WHEREAS, a County recommended construction plan set, dated March 23, 2015, for above referenced State Project No. 8211-35 and State Aid Project No. 082-615-026, has been prepared and presented to the City.

NOW, THEREFORE, BE IT RESOLVED: That said MnDOT and County recommended layout be in all things approved.

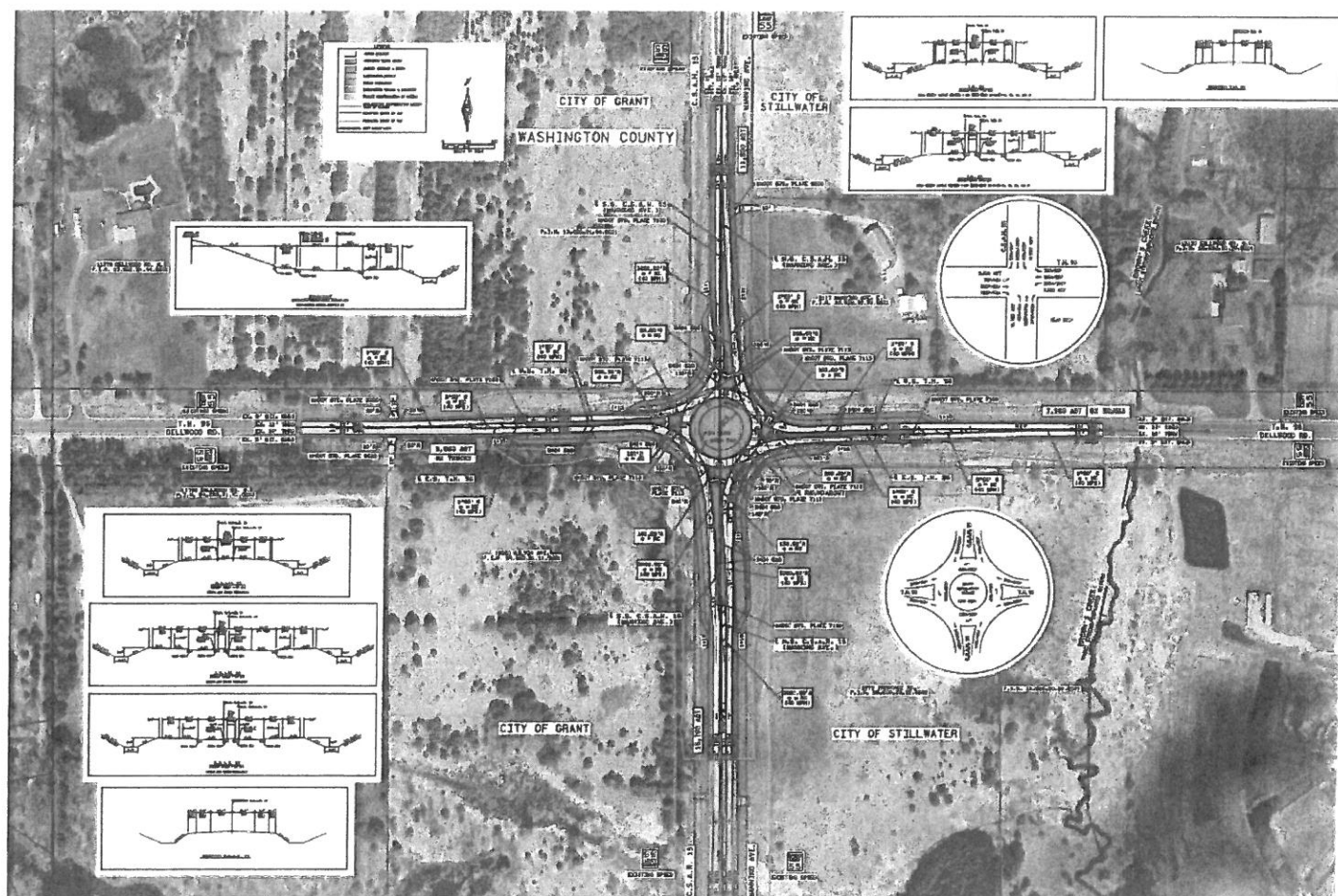
NOW, THEREFORE, BE IT FURTHER RESOLVED: That said construction plan set be in all things approved.

Passed by the City Council for the City of Grant this _____ day
of _____, 2015.

Tom Carr, Mayor

ATTEST:

Kim Points
City Administrator / Clerk





Infrastructure ■ Engineering ■ Planning ■ Construction

701 Xenia Avenue South
Suite 300
Minneapolis, MN 55416
Tel: 763-541-4800
Fax: 763-541-1700

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: *May 22, 2015*

Re: *Roadway Presentation*

At the last City Council meeting, Council directed engineering staff to provide a roadway presentation to initiate discussion about the City's current road policy. Staff will be prepared to present information about the roads and the City's current policies and practices.

Action: No action required. Presentation by engineering staff and Council discussion.

MEMORANDUM

To: Mayor and Grant City Council	Date: May 25, 2015
CC: Kim Points, City Clerk	RE: Staff Report
Nick Vivian, City Attorney	Draft Ordinance – Land Use Definitions
From: Jennifer Haskamp, City Planner	Draft Ordinance - Recreation, commercial outdoor
	Next Steps – Land Use Moratorium

Draft Ordinance – Recreation, commercial outdoor

At the May City Council meeting staff presented a draft ordinance regarding performance standards for commercial outdoor recreational uses. Based upon the comments received, the following modifications were made:

- Number of Buildings and Square footage allowed: The draft language has been modified indicating clearly that the City Council will have discretion when considering the number and square footage of accessory buildings associated with a proposed application. See ordinance language attached.

The following changes that were presented to the Council at the May City Council meeting were not revised from the draft provided. If no changes are suggested at the June meeting the following standards will be included in the draft ordinance at the public hearing:

- The *Commercial, recreation (indoor)* use has been eliminated from the performance standards. This is shown as a strikethrough in the attached draft ordinance.
- The draft ordinance requires *Commercial, Recreation (outdoor)* uses in the A1 and A2 zoning districts be accessory to a principal residential use. The same requirement does not apply in the GB zoning district.
- Occupancy - The maximum occupancy is identified as 500 people.
- Setbacks – The draft ordinance identifies a side yard setback of 100-feet.
- Storm shelter – language related to storm shelters is included in the draft ordinance.

Draft Ordinance – Land Use Definitions (Group 1)

A public hearing was held on February 3, 2015 to consider amendments and additions to the Land Use Definitions including: Golf Courses, Home Occupations, and Recreation Areas. In conjunction with that ordinance, the City Council determined that performance standards related to Recreation Areas should be considered to ensure that the appropriate standards were in place to review any future applications. During the course of the discussion related to the performance standards the City Council determined that Indoor Commercial Recreation Areas were not consistent with the character, goals and land uses of the city and should be changed from permitted or conditionally permitted to not permitted. As such, Staff has updated the draft ordinance to reflect the change which has been attached for your review.

Next Steps – Land Use Moratorium (Group 2)

Staff is recommending that the City Council consider the following land use definitions in the next round:

- Business – Seasonal
- Café and Restaurant
- Clubs or Lodges
- Greenhouses (commercial production only)

Action Requested:

Staff is not looking for action on the land use definitions considered in Group 1 at the February public hearing. Instead, staff would recommend waiting and processing Groups 1 and 2 of the definitions together in an effort to be more efficient and save on some of the associated expenses. Additionally, since the performance standards related to the commercial recreation use were established after the public hearing in February, a public hearing will need to be held to consider the proposed performance standard additions. As such, staff would recommend holding the public hearing for the performance standards at the same time as Group 2 of the land use definitions in an effort to reduce expenses.

Staff is looking for direction and authorization related to Group 2 of the land use definitions. If the City Council agrees to the proposed land use definitions contained in Group 2, staff will begin drafting proposed definitions for consideration at a future Council 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.~~ The City Council shall have discretion in determining the number and size of permitted accessory buildings that support the outdoor commercial recreational use. The City Council may permit up to~~No more than four~~ -(4) accessory buildings, with up to~~not to exceed 4,000 combined square feet., shall be permitted to support an outdoor recreational use.~~
- 1) The Applicant shall submit a narrative that describes the use and operations of any proposed or existing accessory buildings, and the amount of dedicated square footage for the 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

DRAFT FOR CONSIDERATION

CITY OF GRANT

WASHINGTON COUNTY, MINNESOTA

ORDINANCE 2015-__

**An Ordinance Amending the Grant Code of Ordinances
Amending Sections 32-1 Definitions and 32-245 Table of Uses of
Chapter 32 Zoning regarding Golf Courses, Home Occupations and Recreation Areas**

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

SECTION 1. AMENDMENT OF CHAPTER 32, ZONING, OF THE CITY'S CODE OF ORDINANCES.

That City Code Chapter 32, Article I, Section 32-1, "Definitions" is hereby AMENDED to ADD the following identified as underlined, and AMENDED to DELETE as ~~strike through~~:

Golf Course means an area of land laid out for a minimum of nine (9) holes to play golf each including a tee, fairway, and putting green to include natural and artificial hazards. The Golf Course operations and grounds may include a clubhouse, driving range, maintenance buildings and other uses which support the principal operations (such as, but not limited to swimming pools, tennis courts, etc.) of the golf course.

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

- a) No persons other than members of the Family who reside on the premises shall be engaged in such occupation;
- b) The use of the Dwelling Unit for the Home Occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and not more than thirty percent (30%) of floor area of the Dwelling Unit shall be used in the conduct of the Home Occupation.

DRAFT FOR CONSIDERATION

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

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

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

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

DRAFT FOR CONSIDERATION

SECTION 2. AMENDMENT OF CHAPTER 32, ZONING, OF THE CITY'S CODE OF ORDINANCES.

That City Code Chapter 32, Article I, Section 32-245, "Table of uses", Item (c) is hereby AMENDED to ADD the following identified as underlined, and AMENDED to DELETE as ~~strickethrough~~ :

USE					
(KEY) CC=Certificate of Compliance N=Not Permitted	Conservancy	Agricultural A1	Agricultural A2	Residential R1	General Business (GB)
Golf courses and country clubs	N	C	C	C	N
Home occupations (meeting criteria)	CC-P	CC-P	CC P	CC P	N
Home occupations (not meeting criteria)	N	C	C	C	N
Commercial recreation <u>Recreation,</u> <u>Commercial indoor</u>	GN	GN	GN	GN	CN
Recreation areas — commercial <u>Recreation,</u> <u>Commercial outdoor</u>	N	C	CN	CN	C
Recreation areas — private <u>Recreation,</u> <u>Private</u>	GP	GP	GP	GP	N

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

MEMORANDUM

To: Mayor and Grant City Council	Date: May 25, 2015
CC: Kim Points, City Clerk	RE: Staff Report
Nick Vivian, City Attorney	Zoning Ordinance – Accessory buildings
From: Jennifer Haskamp, City Planner	Section 32-313 (e)

Background

At the regular May City Council meeting council members Sederstrom and Huber expressed concern over a provision within the City's Zoning Ordinance related to accessory buildings. Upon their direction staff has prepared the following information for your review and consideration.

The ordinance section of concern is contained within *Section 32-313 Accessory buildings and other non-dwelling structures* and is identified below:

(f) *Accessory building as part of principal building.* An accessory building shall be considered as an integral part of the principal building if it is located six feet or less from the principal building. The exterior design and color shall be the same as that of the principal building or be of an earthen tone; the height shall not exceed the height of the principal structure unless more restrictive portions of this chapter prevail.

Some of the potential issues that staff is concerned with related to this section are as follows:

- *Accessory building as part of principal building:* Staff is concerned with the section title because it basically allows for an applicant to bypass all the standards contained within Section 32-313 as long as the structure is within 6-feet of the principal building.
- *Accessory building is the broadest term:* The ordinance defines Accessory Building types as, "storage or tool sheds; detached residential garages; detached rural storage buildings; detached domesticated farm animal buildings; agricultural farm buildings; non-accessory, non-dwelling structures." This provision would mean that any of these types of buildings could potentially be excluded from the standards of Section 32-313 provided the building was within 6-feet of the principal structure.
- *No square footage limitations:* This provision allows a property owner to construct an accessory building with no size limitations regardless of the parcel/lot size as long as the structure is within 6-feet of the principal structure.
- *No location specified:* Other provisions within Section 32-313 require a Certificate of Compliance (COC) if an accessory building is to be located in front of a principal structure. However, this provision essentially says that the accessory building is the principal building, and therefore the standards would not apply and no permitting beyond a building permit would be required.
- *Design standards:* The language, "exterior design and color shall be the same as that of the principal building or be of an earthen tone" is vague, particularly when an applicant is given an option to simply paint the structure an earthen tone. Staff would be concerned that a pole barn could be painted brown and meet this standard, while having no relationship in design and character to the principal building.

- ...unless more restrictive portions of this chapter prevail: This language is confusing and unclear what it relates to. There are very few standards for architecture and size related to principal buildings contained within the code.

Staff would recommend that as a starting point for the discussion, the City Council consider the following questions:

- Are there any circumstances where an accessory building should be considered part of the principal structure?
 - If yes, when? What accessory building types? Should some types be excluded?
 - Is 6-feet the right distance? Should it be more or less, or stay the same? Are there any building code concerns? (i.e. firewalls, etc.)
 - Should the accessory structure have size restrictions? If yes, how?
 - Based on lot size?
 - Based upon the size of the principal structure (i.e. no more than 50% of the FAR of the principal)?
 - Not-to-exceed size?
 - Based on accessory building type?
 - Should there be architectural standards? (i.e. must match materials, colors, etc.)
 - Should there be a permitting process? COC? CUP?

Action Requested:

Staff is looking for your comments on the above items and direction regarding next steps.

ECKBERG LAMMERS
MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Nicholas J. Vivian, City Attorney

DATE: May 26, 2015

RE: Grant, City of - General
01200-14456

At the Council's April meeting, a proposed Independent Contractor Agreement between the City of Grant and KEJ Enterprises, Inc. ("KEJ") was presented for the Council's consideration. In an effort to manage the City's contract roadway expenditures and respond more efficiently to roadway complaints, City staff discussed combining several of the City's roadway maintenance tasks under one single contract. The single contract would require one contractor to actively manage work on the City's roads and would task the contractor with making recommendations to the City Council for roadway expenditures. Engaging a single contractor to manage the City's roadway work allows the City to have a single resource for contact regarding resident questions and complaints.

In April, the Council approved the Independent Contractor Agreement with KEJ Enterprises, Inc. subject to review and approval of the City Attorney. I have reviewed the Agreement and have incorporated a number of redline changes to fully effectuate the Council's intentions of engaging KEJ to manage the City's roadway work. A copy of the redline draft is attached for the Council's review and consideration.

It is my understanding the City currently has contracts in place with a number of contractors which have performed roadway work for the City in prior years. As I understand the City's intentions, KEJ will manage the work required on the City's roadways, serve as the City's primary contact for roadway related matters and utilize the services of these contractors to complete various projects and respond to resident complaints. In this regard, the Independent Contractor Agreement required strengthening to make clear that management of the work and the associated contractors is a significant component of the undertaking of KEJ.

Questions have been raised as to whether the Independent Contractor Agreement is subject to Minnesota's competitive bidding law. The competitive bidding law applies to 1.) contracts for the sale, purchase, or rental of supplies, materials, or equipment and 2.) contracts for the construction, alternation, repair or maintenance of real or personal property. Minn. Stat. 471.345 subd. 2.

Cities are not required to follow the competitive bidding process when contracting for professional services requiring technical, scientific or professional training. Additionally, services like refuse hauling and cleaning have been deemed not to require adherence to Minnesota's competitive bidding requirements.

Here, it is anticipated all roadway maintenance tasks will be the responsibility of a single contractor, KEJ. Of the tasks listed on Page 1 of the City Engineer's April 27, 2015 Memorandum, Garbage & Animal Pickup, Sign Replacement, Responding to Roadway Questions and Complaints, Coordination of Dust Control and Coordination of Culvert & Grading Work clearly do not require competitive bidding. Subtracting the allocations for these tasks leaves a projected contract cost of \$101,000.00. Accordingly, further examination of the remaining contract tasks is required.

The Minnesota Supreme Court has expressly determined that management agreements are not a contract for maintenance of real property within the meaning of the competitive bidding statute. *R.E. Short Co. v. City of Minneapolis*, 269 N.W.2d 331 (Minn. 1978). In reaching this conclusion, the Court stated, "[i]n light of the restrictive interpretation given by courts to competitive bidding statutes and the ease with which the legislature could have included such management agreement [within the competitive bidding statute], we do not believe that the legislature intended the statute to cover this type of public contract." *Id.* at 343.

As I understand the discussion from the Council's April meeting, KEJ will coordinate all of the road work and may use any number of different contractors to complete the Scope of Work contained within the Independent Contractor Agreement. The contractors remain under agreement with the City and are readily available for use by KEJ in performing contract work for the City.

Additionally, given the management component of the relationship with KEJ, at least some payment must be allocated to the overall time spent managing the contractors actually completing the work. With more than \$1,000 allocated toward management, the contract falls below the \$100,000 competitive bid threshold.

Finally, the Minnesota Attorney General has opined that a contract between town and county for removal of snow from town roads is not subject to requirements of Uniform Municipal Contracting Law, Minn. Stat. § 471.345. *Op. Atty. Gen. 707a* (March 5, 1986).

It is my conclusion the Independent Contractor Agreement with KEJ Enterprises, Inc. does not require competitive bidding for five reasons. First, many of the services provided by KEJ Enterprises, Inc. are considered professional in nature and are not subject to competitive bidding requirements. Second, with the professional services removed from the estimated contract amount and even a modest amount of payment allocated toward the management of roadway services, the contract is not estimated to exceed \$100,000. Third, KEJ Enterprises, Inc. will be managing the completion of the projects and will likely not be completing all of the work itself. Accordingly, the contract, in its entirety, should be viewed as a management agreement which the Minnesota Supreme Court has determined management agreements are not required to be publically bid. Fourth, it is estimated that KEJ Enterprises, Inc. will not be completing \$100,000 in work because tasks will be subcontracted to other companies already under contract with the City of Grant. Fifth,

the Minnesota Attorney General has concluded that agreements of this type are not subject Minnesota's competitive bidding requirements.

Please contact me with any questions you may have.

NJV

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. CONTRACTOR will principally manage the completion of the Services in the Scope of Work. GRANT has contracted with a number of contractors who have historically provided services to GRANT for work on its roadways. CONTRACTOR will manage roadway projects and contractors, serve as the GRANT liaison for roadway projects and will field resident concerns and complaints regarding roadways located within GRANT.

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
<u>Coordination and Management of all Roadway Related Matters</u>	<u>Contractor shall coordinate and manage all City roadway project work.</u> <u>Contractor shall field and respond to resident concerns.</u> <u>Contractor shall serve as the liaison to the City Council for all roadway matters.</u>
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

EXHIBIT B
RATE SCHEDULE

The Contractor shall be paid a monthly rate of \$9,000. Contractor shall engage all subcontractors necessary to complete roadway projects. Payment of subcontractors shall be made directly by Contractor and Contractor shall not be entitled to apply for any additional compensation from City.

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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.

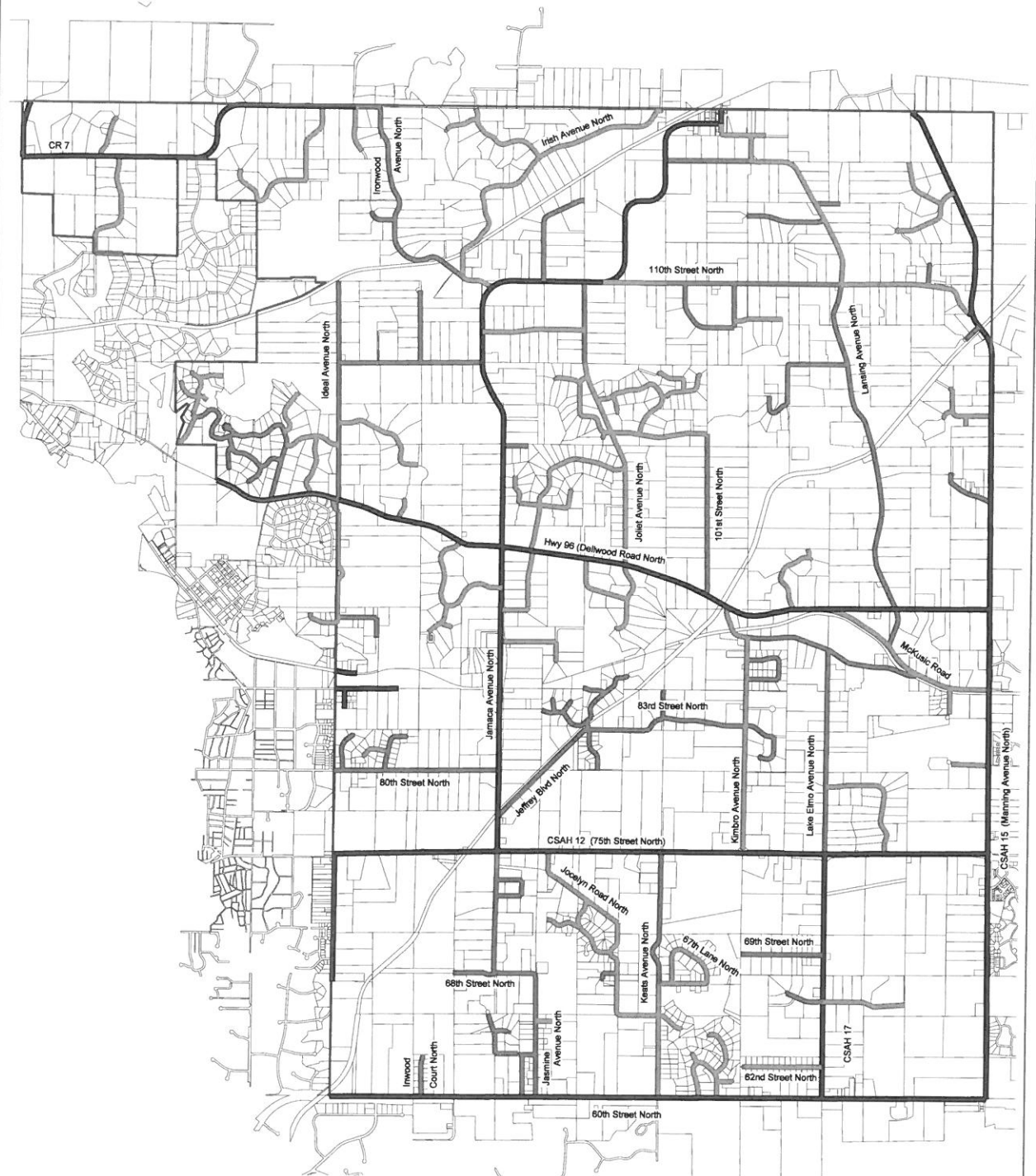
2015 - 2017 Pricing

Snow Removal

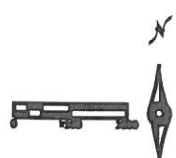
- \$100.00/hour: Dump truck: single axle
- \$110.00/hour: Dump truck: tandem
- \$100.00/hour: Front end loader
- \$90.00/hour: Motor grader
- \$60.00/hour: Pick-up with plow
- \$80.00/hour: Pick-up with snow blower (7')

Sand/Salt

- \$75.00/hour: Sand/salt application



- PAVED
- GRAVEL
- PLOWED BY OTHERS
- CITY LIMITS



WSB PROJ. NO 01587-59

DIVISION 1

GENERAL REQUIREMENTS

SUMMARY OF WORK	1
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SNOW REMOVAL OPERATIONS	1
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OPERATION & MAINTENANCE	3
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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") 2014 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 Contract 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

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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.