

**City of Grant
City Council Agenda
April 4, 2017**

The regular monthly meeting of the Grant City Council will be called to order at 7:00 o'clock p.m. on Tuesday, April 4, 2017, 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 two (2) minutes with five (5) speakers maximum. 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) _____
- (5) _____

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF REGULAR AGENDA

4. APPROVAL OF CONSENT AGENDA

- A. March 2017 Bill List, \$61,893.21
- B. City of Mahtomedi, 1st Quarter Fire Contract, \$33,317.50
- C. 2017 Dust Control, Low Bid, Envirotech, \$0.837 Per Unit
- D. City of Stillwater Fire Protection Contract Extension, 2017-2019

5. STAFF AGENDA ITEMS

- A. City Engineer, Brad Reifsteck

Fund Name: All Funds

Date Range: 03/06/2017 To 03/31/2017

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
03/06/2017	Postmaster	13364	2017 PO Box	N	PO Box Rental	100-41311-210-	\$ 116.00
		Total For Check					\$ 116.00
03/27/2017	Payroll Period Ending 03/31/2017	13365		N	Clerk Salary	100-41101-100-	\$ 3,545.23
		Total For Check					\$ 3,545.23
03/27/2017	Xcel Energy	13366	Utilities	N	Well House Electricity	100-43010-381-	\$ 11.71
		13366			Street Lights	100-43010-381-	\$ 150.36
		13366				100-43117-381-	\$ 45.07
		Total For Check					\$ 207.14
03/27/2017	Sherrill Reid Animal Control	13367	Animal Control/Inv2017-44/45	N	Animal Control	100-42006-300-	\$ 180.00
		Total For Check					\$ 180.00
03/27/2017	Press Publications	13368	Ord2017-50,51/PH	N	Publishing Costs	100-41308-351-	\$ 165.86
		13368			Escrow	922-49320-351-	\$ 30.69
		Total For Check					\$ 196.55
03/27/2017	Ken Ronnan	13369	Video Tech Services	N	Postage	100-41318-100-	\$ 71.50
		Total For Check					\$ 71.50
03/27/2017	CenturyLink	13370	City Phone	N	City Office Telephone	100-41309-321-	\$ 124.29
		Total For Check					\$ 124.29
03/27/2017	Washington County Transportation	13371	Snow and Ice Control	N	Snow & Ice Removal	100-43113-210-	\$ 9,524.33
		Total For Check					\$ 9,524.33
03/27/2017	Sprint	13372	City Cell Phone	N	Road Expenses - Other	100-43116-321-	\$ 45.38
		Total For Check					\$ 45.38
03/27/2017	Hillcrest Animal Hospital	13373	Animal Control	N	Animal Control	100-42006-300-	\$ 84.00
		Total For Check					\$ 84.00
03/27/2017	Waste Management	13374	Recycling	N	Recycling	100-43011-384-	\$ 4,585.56
		Total For Check					\$ 4,585.56
03/27/2017	WSB & Associates	13375	Engineering	N	Engineering Fees - General	100-41203-300-	\$ 1,279.50
		13375			MS4	100-43118-300-	\$ 178.00
		Total For Check					\$ 1,457.50

Fund Name: All Funds

Date Range: 03/06/2017 To 03/31/2017

Date Vendor Check #

03/27/2017 Wells Fargo Business Card 13376
Total For Check 13376

03/27/2017 Eckberg Lammers 13377
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Total For Check 13377

03/27/2017 Sparkling Cleaners, LLC 13378
Total For Check 13378

03/27/2017 KEJ Enterprises 13379
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Total For Check 13379

03/27/2017 City of Mahtomedi 13380
Total For Check 13380

03/27/2017 Croix Valley Inspector 13381
Total For Check 13381

03/27/2017 Bonfe's Plumbing 13382
Total For Check 13382

03/27/2017 Budget Exteriors 13383
Total For Check 13383

03/27/2017 David's Consulting 13384
Total For Check 13384

Description	Void	Account Name	F-A-O-P	Total
Postage Major Subdivision	N	Escrow	922-49320-350-	\$ 32.83
Legal Services	N	Legal Fees - General	100-41204-301-	\$ 2,247.75
		Legal Fees - Complaints	100-41205-301-	\$ 1,653.75
		Legal Fees - Prosecutions	100-41206-301-	\$ 1,686.71
Town Hall	N	Town Hall Maintenance	100-43003-100-	\$ 150.00
March 2017 Road Contractor	N	Animal Control	100-42006-300-	\$ 83.00
		Town Hall Mowing	100-43006-300-	\$ 125.00
		Ball Field Maintenance	100-43009-300-	\$ 125.00
		Road Engineering Fees	100-43102-300-	\$ 166.14
		Road Garbage Removal	100-43105-300-	\$ 167.00
		Gravel Road Costs	100-43106-300-	\$ 20.84
		Magnesium Chloride	100-43107-300-	\$ 41.67
		Road Sign Replacement	100-43110-300-	\$ 83.84
		Culvert Repair	100-43111-300-	\$ 20.84
		Snow & Ice Removal	100-43113-300-	\$ 5,416.67
		Road Brushing	100-43114-300-	\$ 2,250.00
		Road Side Mowing	100-43115-300-	\$ 500.00
1stQuarter Fire Contract	N	Fire - Mahtomedi	100-42002-300-	\$ 33,317.50
Building Inspector	N	Building Inspection	100-42004-300-	\$ 5,981.61
Plumbing Permit Refund - 2017-79	N	Miscellaneous Expenses	100-41306-810-	\$ 81.00
Building Permit Refund - 2017-16	N	Miscellaneous Expenses	100-41306-810-	\$ 81.00
Escrow Refund	N	Escrow	920-49320-810-	\$ 360.25
				\$ 360.25
				\$ 360.25
				\$ 2,294.68
				\$ 2,294.68

Fund Name: All Funds

Date Range: 03/06/2017 To 03/31/2017

Date Vendor
 03/27/2017 David Washburn
 Total For Check 13385

03/27/2017 Mahtomedi Public Schools
 Total For Check 13386

03/27/2017 Petty Cash
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 Total For Check 13387

03/27/2017 Halogen Web Studio
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 Total For Check 13388

03/27/2017 Kline Bros Excavating
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 Total For Check 13389

03/27/2017 SHC, LLC
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 Total For Check 13390

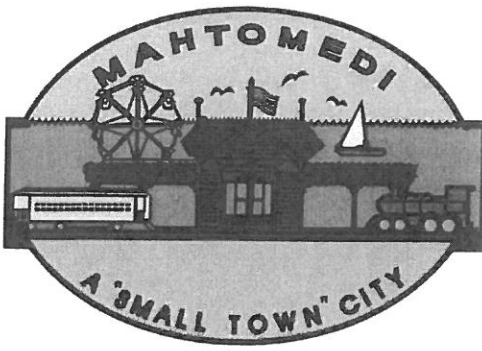
03/27/2017 PERA
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 Total For Check 13391

03/27/2017 Steve Lerach
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 Total For Check 13392

03/27/2017 IRS
 EFT87
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 Total For Check EFT87

Total For Selected Checks

<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
13385	Land Use Escrow Refund	N	Escrow	919-49320-810-	\$ 708.50
13385					\$ 708.50
13386	Escrow Refund	N	Escrow	918-49320-810-	\$ 1,721.04
13386					\$ 1,721.04
13387	Postage/Office	N	Office Supplies	100-41313-210-	\$ 100.00
13387			Postage	100-41318-210-	\$ 100.00
13387					\$ 200.00
13388	Email Configuration/System Set Up	N	Web Site Costs	100-41312-100-	\$ 225.00
13388					\$ 225.00
13389	Road Maintenance	N	Grader Contractor	100-43101-300-	\$ 3,100.00
13389			Culvert Repair	100-43111-220-	\$ 3,000.00
13389					\$ 6,100.00
13390	Planning	N	City Planner	100-41209-301-	\$ 2,431.50
13390			Escrow	916-49320-301-	\$ 291.50
13390				922-49320-301-	\$ 3,763.00
13390				923-49320-301-	\$ 530.00
13390					\$ 7,016.00
13391	PERA	N	Clerk PERA	100-41102-120-	\$ 365.79
13391			Clerk PERA Withholding	100-41108-100-	\$ 317.02
13391					\$ 682.81
13392	Escrow Refund	N	Escrow	923-49320-301-	\$ 420.00
13392					\$ 420.00
EFT87	Payroll Taxes	N	Clerk FICA/Medicare	100-41103-100-	\$ 373.11
EFT87			Clerk Medicare	100-41105-100-	\$ 70.72
EFT87			Federal Withholding	100-41107-100-	\$ 447.58
EFT87			Social Security Expens	100-41109-100-	\$ 302.39
EFT87					\$ 1,193.80
EFT87					\$ 95,210.71



December 8, 2016

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

Dear Kim,

Please remit a check in the amount of \$33,317.50 for the 1st quarter fire contract. Please pay April 1, 2017.

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

Thank you,

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

Jerene Rogers
Account Clerk

SCHEDULE OF PRICES

Bidder must fill in unit prices in numerals; make extensions for each item and total. For complete information concerning these items, see Plans and Specifications, including Special Provisions

City of Broomfield 2017 Dust Control:

BASE BID CALCIUM CHLORIDE SOLUTION 2017

ITEM NO.	ITEM DESCRIPTION AND UNIT OF MEASURE	ESTIMATED QTY	UNIT PRICE	TOTAL BID
2131.502	Calcium Chloride Solution First Application Rate Varies 0.27 to 0.22 gals per sq yd	120,148	0,837	\$ 100,563.88
2131.502	Calcium Chloride Solution Second Application Rate varies 0.22 to 0.20 gals per sq yd	75,418	0,837	\$ 63,124.87

TOTAL DUST CONTROL BID
(Calcium Chloride Solution)

\$ 163,688.75

TOTAL DUST CONTROL BID CALCIUM CHLORIDE SOLUTION WRITTEN:

One hundred sixty-three thousand, six hundred eighty-eight and 75/100

In accordance with the Specifications, receipt is acknowledged of Addendums:

Addendum No. ___ Dated ___; Addendum No. ___ Dated ___

Addendum No. ___ Dated ___; Addendum No. ___ Dated ___

Signed: Neil Parker

Print Name: Neil PARKER

Title: VP of OPERATIONS

Company: EnviroTech Services, Inc.

Company Address 910 54th Ave #230. Greeley CO 80634.

Phone No. 970.346.3900

Fax No. 970.346.3959

FIRE PROTECTION CONTRACT

THIS AGREEMENT, made this day of _____ 2017, by and between the **City of Stillwater**, a municipal corporation of Washington County, Minnesota, hereinafter called "**City**" and the **City of Grant**, a governmental subdivision of the County of Washington, Minnesota, hereinafter called "**Grant**."

WITNESSETH, that the City and Grant agree as follows:

ARTICLE I

The City agrees that from and after January 1, 2017, and until December 31, 2019, it will upon notification of the existence and location of any fire or rescue call in Grant and upon the request for assistance in the extinguishment, with reasonable dispatch, provide two units of motorized firefighting apparatus, one of which shall be a water transport or rescue unit, suitable for use in the protection of life and property against loss by fire or rescue emergency in rural areas each staffed by an operator capable of utilizing the apparatus and equipment in an efficient manner. Additional personnel and equipment shall be used where necessary and practicable, taking into consideration all of the demands being made upon the City Fire Department. The use of additional personnel of the City Fire Department shall be left to the sole discretion of the City Fire Chief, or duly authorized agent, whose judgment in any particular instance shall be final and conclusive.

ARTICLE II

Grant agrees to pay the City for the performance of this contract, for the period January 1, 2017 through December 31, 2019, the sum of One Hundred Twelve Thousand Eight Hundred Sixty-two and no/100th Dollars (\$112,862.00) payable one-half (1/2) by July 1, 2017 and the balance by December 31, 2017; for the period January 1, 2018 through December 31, 2018 the sum of One Hundred Sixteen Thousand Two Hundred Forty-eight and no/100ths Dollars (\$116,248.00) payable one-half (1/2) by July 1, 2018 and the balance by December 31, 2018; for the period January 1, 2019 through December 31, 2019, the sum of One Hundred Nineteen Thousand Seven Hundred Thirty-five and no/100ths Dollars (\$119,735.00) payable one-half (1/2) by July 1, 2019 and the balance by December 31, 2019.

ARTICLE III

The operation, management and control of the personnel and equipment provided by City hereunder shall at all times be under the charge and direction of the City Fire Chief, or duly authorized agent.

ARTICLE IV

City shall maintain general liability insurance for its services and shall include Grant as an additional insured for the term of this contract and any extensions thereof. City shall also maintain inland marine, automobile, and property insurance coverages. City shall provide Grant proof of such insurance coverages and the additional insured endorsement naming the Town annually by the anniversary date of this contract.

City agrees to defend and indemnify Grant against any claims brought or actions filed against Grant or any officer, employee, or volunteer of Town for injury to, death of, or damage to the property of any third person or persons, arising from City's performance under this contract for services. Under no circumstances, however, shall City be required to pay on behalf of itself and Grant, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for Grant and City may not be added together to determine the maximum amount of liability for City. The intent of this subdivision is to impose on City a limited duty to defend and indemnify Town for claims arising out of the performance of this contract subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes Chapter 466 or otherwise.

This is a service contract. The parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise between the parties.

ARTICLE V

Under no circumstances shall the City be obligated to respond to any request for assistance when in the sole discretion of the City Fire Chief, or his duly authorized agent, any one of the following conditions exists: (1) when necessary personnel and equipment are engaged in combating fire within the City or elsewhere; (2) when road or weather conditions are such as to constitute an unusual hazard; and (3) when providing of a response would expose any person or property to unreasonable risk of harm from any release or threatened release of any hazardous substance, pollutant or contaminant, and if while City personnel and equipment are engaged in the performance of this contract, a fire should occur within the corporate limits of the City, the Fire Chief or duly authorized agent, may in his or her sole judgment and discretion withdraw all or a portion of the personnel and equipment from the performance of this contract for the purpose of responding to fire within the City.

IN WITNESS WHEREOF, the parties hereto executed this Agreement as of the day and year first above written.

CITY OF GRANT

By _____
Jeff Huber, Mayor

Attest _____
Kim Points, Administrator/Clerk

CITY OF STILLWATER

By _____
Ted Kozlowski, Mayor

Attest _____
Diane F. Ward, City Clerk



Memorandum

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

From: *Brad Reifsteck, PE, City Engineer
WSB & Associates, Inc.*

Date: *March 27, 2017*

Re: *Roadway Patching Contract*

Actions to be considered:

Award a contract to Brochman Blacktopping Co. for roadway patching.

Facts:

A new roadway patching contract is recommended for pothole patching and other roadway maintenance on paved roads. Brochman Blacktopping Company has been completing this work for the last several years. Approval of the attached contract will lock equipment and labor pricing until May 1, 2020. Pricing for patching materials is proposed to be a pass through cost from the bituminous plant since oil prices are difficult to forecast.

Below is the proposed pricing for Brochman Blacktopping Company. The original quote is also attached for review.

- \$57.00/hour: Laborer
- \$88.00/hour: Truck with driver
- \$78.00/hour: Skid loader/bucket with driver
- \$73.00/hour: Roller with operator
- \$90.00/hour: Skid loader/cold planer with operator
- \$85.00/hour: Skid loader/broom with operator
- \$30.00/hour: Tack sprayer
- \$3.00/gallon: Hot tack
- Bituminous/asphalt: Actual cost (including tax)

Action: Discussion. If desired, authorize contract with Brochman Blacktopping Company.

Attachments: Original Quote

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is entered into as of the 1st day of May, 2017, by and between the **CITY OF GRANT**, a Minnesota municipal corporation (“**GRANT**”) and Brochman Blacktopping Company (“**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 patching services (the “Services”) specified in the Statement of Work.

2. Payment for Services

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

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

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

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

3. Independent Contractors

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

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

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

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

4. Business of Contractor

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

5. Employees of Contractor

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

6. Obligations of CONTRACTOR

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

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

7. Obligations of GRANT

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

8. Insurance

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

9. Termination

a. *Commencement and Renewal.* This Agreement shall commence on the date set forth above and shall remain in effect for three (3) years from date of contract.

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

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

10. Risk

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

11. Limitation of Liability

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

12. Indemnity and Warranty

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

13. Assignment

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

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

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

14. Miscellaneous

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

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

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

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

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

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

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

GRANT:

CONTRACTOR:

CITY OF GRANT

By:

Its: Mayor

By:

ATTEST

By:

Its: City Clerk

EXHIBIT A
STATEMENT OF WORK

Roadway patching services as directed by the City.

EXHIBIT B
RATE SCHEDULE

- \$57.00/hour: Laborer
- \$88.00/hour: Truck with driver
- \$78.00/hour: Skid loader/bucket with driver
- \$73.00/hour: Roller with operator
- \$90.00/hour: Skid loader/cold planer with operator
- \$85.00/hour: Skid loader/broom with operator
- \$30.00/hour: Tack sprayer
- \$3.00/gallon: Hot tack
- Bituminous/asphalt: Actual cost (including tax)

BROCHMAN BLACKTOPPING CO.

12770 MCKUSICK RD. NO. STILLWATER, MN 55082 (651-439-5379)

brochmanpaving@msn.com

TO: Honorable Mayor and City Council, City Of Grant
Kim Points, Administrator, City Of Grant

Date: 02/16/2017

RE: Roadway Patching Contract

Brochman Blacktopping Co. proposed pricing for 2017

\$57.00/hour: Laborer

\$88.00/hour: Truck with driver

\$78.00/hour: Skid loader/bucket with operator

\$73.00/hour: Roller with operator

\$90.00/hour: Skid loader/colder with operator

\$85.00/hour: Skid loader/broom with operator

\$30.00/hour: Tack sprayer

\$3.00/gallon: Hot Tack

Bituminous/asphalt: Per ton – pass through costs

Due to increased costs in labor (wages and insurance)

We are increasing the cost per hour in 2014 from \$53.00 to \$57.00 per hour.

Also a slight in increase in equipment costs. They are up a \$1.00 per hour from 2014.

The other categories are to remain the same.

Mike R. Brochman
Brochman Blacktopping Co.
Stillwater, MN 55082
651-439-5379
brochmanpaving@msn.com

CITY OF GRANT
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DATE : March 6, 2017
TIME STARTED : 7:02 p.m.
TIME ENDED : 7:27 p.m.
MEMBERS PRESENT : Councilmember Carr, Kaup
and Mayor Huber
MEMBERS ABSENT : Lanoux and Sederstrom

Staff members present: City Attorney, Kevin Sandstrom; City Planner, Jennifer Haskamp; and Administrator/Clerk, Kim Points

CALL TO ORDER

The meeting was called to order at 7:02 p.m.

PUBLIC INPUT

- (1) Mr. Jerry Helander, Jasmine Avenue, came forward and commented on the disruption at the EAW public open house held in February.
- (2) Mr. Gary Baumann, 10600 Joliet, came forward and commented on the proposed ice area and asked the Council to consider conditions of approval relating to maintenance fees, security and sound barriers.

PLEDGE OF ALLEGIANCE

SETTING THE AGENDA

Council Member Carr moved to approve the agenda as presented. Council Member Kaup seconded the motion. Motion carried unanimously.

CONSENT AGENDA

- February 7, 2017 City Council Meeting Minutes Approved
- February 2017 Bill List, \$46,538.78 Approved
- Washington County, Sand/Salt Approved

Council Member Carr moved to approve the consent agenda, as presented. Council Member Kaup seconded the motion. Motion carried unanimously.

1 **STAFF AGENDA ITEMS**

2
3 **City Engineer, Brad Reifsteck (no action items)**

4
5 **City Planner, Jennifer Haskamp**

6
7 **Consideration of Ordinance No. 2017-51, Right-of-Way Management** – City Planner Haskamp
8 stated that as directed by the City Council at the regular February meeting, staff has prepared a draft
9 Right-of-Way Management ordinance to address some of the concerns regarding Cell
10 Tower/Telecommunications facilities. One of the issues identified is that the City Code does not have
11 a right-of-way ordinance. To adequately address the Cell Tower/Telecommunications facilities in the
12 City, staff believes that there are two parts of the City Code which must be addressed, which are
13 summarized as follows:

- 14
15 • ***Right-of-Way Management*** – Minnesota State Statutes and Rules addresses right-of-way
16 management as it relates to Telecommunications facilities and provides powers to cities to
17 manage their rights-of-way (MN State Statute 237.162 – 237.163 and MN Rules 7819.0050-
18 7819.9950). Staff is recommending that the City Council consider draft Ordinance 2017-51,
19 which would amend Chapter 28 Streets, Sidewalks and Other Public Places of the City's Code
20 and would allow for the management of the city's ROW for telecommunications facilities
21 consistent with Minnesota Statutes and Rules. The draft ordinance and summary publication
22 is provided for your review and consideration.
- 23 • ***Chapter 32, Article IV: Supplemental Regulations, Division 4 Antenna Regulations*** – As
24 stated at the February meeting, the City's zoning code includes a section regarding Antenna
25 Regulations that has not been recently update. The code section is out of date and should be
26 updated to reflect current technology, as well as current FCC standards. Since this portion of
27 the code is in Chapter 32 Zoning, any changes will require a public hearing. Section 32-116
28 of the City's Code requires the Planning Commission to study and report its findings to the
29 City Council. Staff will begin this process with the Planning Commission at the direction of
30 the City Council.

31 •
32 City Planner Haskamp advised the proposed draft ordinance is based on similar cities that also have
33 both gravel and paved roads. The draft ordinance has been reviewed by the City Attorney pertaining
34 to legal issues and the draft does allow for some future flexibility.

35
36 Mayor Huber stated the draft ordinance is a good comprehensive ordinance that allows for potential
37 franchise fees.

38
39 **Council Member Carr moved to approve Ordinance No. 2017-51, as presented. Council**
40 **Member Kaup seconded the motion. Motion carried unanimously.**

1 **Consideration of Resolution No. 2017-06, Summary Publication of Ordinance No. 2017-51 –**
2 Resolution No. 2017-06 provides for a summary publication of Ordinance No. 2017-51.

3 **Council Member Kaup moved to adopt Resolution No. 2017-06, as presented. Council Member**
4 **Carr seconded the motion. Motion carried unanimously.**

5 **City Attorney, Kevin Sandstrom (no action items)**
6

7 **NEW BUSINESS**
8

9 **City Newsletter** – Mayor Huber stated many cities do not have Council Members writing articles for
10 the newsletter. Some cities put out a Mayor’s Letter only. The issue of Council Member articles in
11 the newsletter has been discussed many times. He indicated he does not expect to review these
12 policies over and over once a policy is approved.
13

14 Council Member Carr added it is a shame that it came to this but was brought on by Council
15 Members themselves.
16

17 **Refund of City Deposit – Council Member Carr moved to table Refund of City Deposit to the**
18 **April City Council meeting. Council Member Kaup seconded the motion. Motion carried**
19 **unanimously.**
20

21 **UNFINISHED BUSINESS**
22

23 There was no unfinished business.
24

25 **DISCUSSION ITEMS**
26

27 **City Council Reports/Future Agenda Items (no action taken):**
28

29 **Staff Updates (no action taken):**
30

31 Updates were provided relating to City Contract renewals, potholing and new Council Member
32 training through the League.
33

34 City Planner Haskamp updated the Council on the EAW process, public open house and
35 recommendation for a decision at the April Council meeting.
36

37 **COMMUNITY CALENDAR MARCH 7 THROUGH MARCH 31, 2017:**
38

39 **Mahtomedi Public Schools Board Meeting, Thursday, March 9th and 23rd, Mahtomedi District**
40 **Education Center, 7:00 p.m.**

41 **Stillwater Public Schools Board Meeting, Thursday, March 9th, Stillwater City Hall, 7:00 p.m.**

42 **Washington County Commissioners Meeting, Tuesdays, Government Center, 9:00 a.m.**
43

1 **ADJOURN**

2 **Council Member Kaup moved to adjourn at 7:27 p.m. Council Member Carr seconded the**
3 **motion. Motion carried unanimously.**

4
5
6

7 These minutes were considered and approved at the regular Council Meeting April 4, 2017.
8

9
10
11

12 _____
13 Kim Points, Administrator/Clerk

14 _____
Jeff Huber, Mayor

League Provides Sample Resolution Supporting Local Control

The resolution is in response to the large volume of bills advancing in the House and Senate that interfere with local decision-making authority in several policy areas.
(Published Mar 20, 2017)

The League of Minnesota Cities has drafted a model resolution for city councils concerned about the proliferation of 2017 legislative initiatives aimed at restricting local decision-making.

This session, a significant number of bills are advancing in the House and Senate that interfere with local decision-making authority in several policy areas. Bills being considered would directly and indirectly hinder local decision-making across a broad range of policy and funding areas.

Proposed legislation, for example, would have the effect of:

- Constraining local law enforcement authority.
- Restricting a city's ability to set local ordinances.
- Allowing certain businesses unfettered access to public rights of way while eliminating a city's ability to manage them.
- Restricting a city's ability to use allowed fee structures.
- Reducing local government aid (LGA) based on factors with no relation to the statutory LGA formula.
- Restricting a city's ability to study a light rail transit project.

The resolution supports local decision-making authority and opposes legislation that removes the ability for local elected officials to respond to the needs of their businesses and constituents. It can be customized for individual cities and should be shared with local legislators upon adoption.

[View list of 2017 bills restricting local control \(pdf\)](#)

RESOLUTION NO. 2017-07
A RESOLUTION SUPPORTING LOCAL DECISION-MAKING AUTHORITY

WHEREAS, local elected decision-makers are in the best position to determine what health, safety and welfare regulations best serve their constituents; and

WHEREAS, just like state legislative leaders, local elected officials are held accountable through Minnesota's robust elections process; and

WHEREAS, ordinances at the local level are enacted only after a comprehensive, legal and open process; and

WHEREAS, local units of government are required to publish notices about meetings where policies will be discussed and decisions will be made; and

WHEREAS, under the state's Open Meeting Law, public policy discussions and decisions must occur in meetings that are accessible to members of the public; and

WHEREAS, cities are often laboratories for determining public policy approaches to the challenges that face residents and businesses; and

WHEREAS, preservation of local control in Minnesota has yielded statewide benefits such as the 2007 Freedom to Breathe Act, an amendment to the Minnesota Clean Indoor Air Act; and

WHEREAS, more than two dozen bills that restrict local decision-making have been introduced in 2017 to date.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GRANT that this Council supports local decision-making authority and opposes legislation that removes the ability for local elected officials to respond to the needs of their businesses and constituents.

ADOPTED by the Grant City Council this 4th day of April, 2017.

Jeff Huber, Mayor

ATTEST:

Kim Points, Administrator/Clerk

GRANT SEAL COAT/MAINTENANCE PLAN

Street Name	Address Range	Length (FT)	Paved	Last SC	Seal Coat/Maintenance Length (Feet) by Year					Area	
					2015	2016	2017	2018	2019		
					Patch	Seal Coat/Patch	Seal Coat	Seal Coat	Seal Coat		
Maintenance											
60th St Ln/61st St	North of 60th St	3500	1974	2007			3500	\$13,589			
65th Street	East of Keats	1000	1974	2007			1000	\$3,883			
67th Street/Ln	East of Keats	4700	1975	2007			4700	\$18,248			
Keats Ave	60th St to 67th St	3800	1973	2007			3800	\$14,754		Indian Hills	
Keivin/Keswick Ave	North of 60th St Ln	2000	1974	2007			2000	\$7,765			
62nd Street	West of Lake Elmo Av	2500	1993	2006		2500	\$9,706				
66th Street	East of Lake Elmo Av	1500	1999	2008						Lake Elmo Spurs	
79th St/Leeward Ave	West of Lake Elmo Av	400	1980	2008							
71st Street	Lake Elmo to 75th	4100	1978	2007							
Jocelyn Ln/Cir	West of Jocelyn Ln	1200	2000	2010							
Jocelyn Road	East of Jocelyn Rd	2900	2001	2010							
80th Street	6900 to 7490	4900	2001	2010						Sunnybrook Lake	
102nd Street/Ct	West of Manning	1200	2004	2010							
115th Street	West of Manning	2450	2006			2450	\$9,512				
Lockridge Ave	West of Manning	2450	1983	2006		2450	\$9,512				
Lofton Ave	North of 115th St	1900	1984	2008							
Manning Ave Ct	South of McKusick	900	2002	2010							
McKusick Rd	West of Manning	600	1997	2012						Manning Corridor	
96th St/Janero Ct	Hwy 96 to Manning	6100	1988	2008							
101st Street	E & W of Justen Trail	3100	1987	2006							
103rd Street/Ct	Joliet to Keswick	3100	1987	2007			3100	\$12,036			
107th Street	East of Joliet	4550	1987	2007					3100	\$12,036	
Jody Ave,Ct,Cir	Jamaca to Joliet	3300	1992	2006					3300	\$12,813	
Joliet Ave	West of Joliet	3700	1987	2006					3700	\$14,366	
Juno Ave	North of Hwy 96	5900	1987	2006						5900	\$22,907
Justen Trail	101st to 103rd St	1500	1987	2006						1500	\$5,824
Keiman Court	Hwy 96 to Joliet	4200	1987	2006					4200	\$16,307	
100th Street	Woodland Acres	1200	1987	2007							
Fieldridge Road	Ideal to Heron	1800	1992	2006			1800	\$6,989			
Hadley Av, Ct, Cir	North of 101st St	1600	1992	2006			1600	\$6,212			
Hidden Glade Av	North of Hwy 96	4300	1992	2004		4300	\$16,695				
Indigo Trail	North of Hwy 96	2000	1992	2004							
110th Street	East of Ideal	3400	1986	2004					200	\$777	
117th Street	Lansing to Manning	4500	2004	2012					3400	\$13,201	
118th Street	Kimbro to Lansing	1200	2004	2012							
Keystone Ave	East of Kimbro	400	2002	2012							
Kimbro Ave	Kimbro to Keystone	950	2004	2012							
Lansing Ave	118th St to 119th St	350	2004	2012							
115th Street	117th St to 118th St	800	2004	2012							
115th Street	110th St to 117th St	4400	2004	2012							
Great Oaks Rd	Hillcrest to Honeye	1900	1998	2009							
	North of 117th St	1300	1996	2010							

GRANT SEAL COAT/MAINTENANCE PLAN

Street Name	Address Range	Length (FT)	Paved	Last SC	Seal Coat/Maintenance Length (Feet) by Year				Area	
					2015	2016	2017	2018		2019
Grenellefe Ave	South of 117th St	3600	1990	2006						
Hillcrest Court	North of 115th St	1300	2002	2009			3600	\$13,977		
Hillcrest Drive	South of 115th St	1060	1998	2008						
Honeye Ave	115th St to 120th St	2600	1998	2009						
Indian Wells Tr	East of Grenellefe	880	2002							
88th St/Jeffrey Ave	East of Jamaica	2800	1985	2006	2800	\$10,871				
Dellwood Rd Ln	South of 96	2400	1997	2004						
Dellwood Rd Ct	North of Hwy 96	700	1994	2004						
Ideal Ave	South of Hwy 96	4400	2007							
Ivy Ave/Itaska Tr/Ct	East of Jamaica	6500	2000	2009						
Joliet Ave	South of Hwy 96	2400	1997	2004						
Justen Trail	Jamaca to Hwy 96	2700	1986	2004						
Kimbro Ave	Hwy 96 to Co Rd 12	8200	1991	2006	8200	\$31,837				
Knollwood Drive	North of Hwy 96	2800	1991	2004						
Irish Ave	11330 to 11896	6500	1994	2001						
Irish Ave	11034 to 11049	1460	2003	2012						
Ironwood Ave	110th to Irish	1050	2003	2012						
Isleton Ave/Ct	East of Irish	4200	1996	2001						
65th Street	East of Jasmine	860	1987	2008						
97th Street	West of Manning	300	1985	2010						
105th Street	West from Inwood	500	1990	2008						
Imperial Ave	South of 120th St	1800	1985	2010						
Ingberg Circle	West of Ingberg Ct	900	1998	2008						
Jamaca Ave	North of 64th St	150	2005				150	\$582		
Jamaca Ave	South of CR 12	700	1978	2008						
Jarvis Ave	North of 60th St	200	1991	2008						
Jewel Ave	North of 85th St	150	1984	2008						
Kimbro Ave Ct	10700 to 10990	1500	1987	2008						
Maple St (85th St)	East of Mahtomedi	700	1986	2008						
Jasmine Avenue	60th St to 65th St	2450	2009							
110th Street	West of Julianne Ave	1140	2011				1140	\$4,426		
Paved Road	Total Length (Feet)	170860			15300		15690			
	Total Length (Miles)	32.36			2.90		2.97		15000	16250
2014 Cost / Mile	\$	20,500					\$60,918		\$58,239	\$63,092
Total 6 Year Cost	\$	368,806					\$69,498		3.39	3.08
Average Cost / Year	\$	61,467.65								

Denotes segments scheduled for patching



INFORMATION MEMO

LMCIT Liability Coverage Guide

Learn about liability (casualty) coverage offered by the League of Minnesota Cities Insurance Trust (LMCIT), including unique coverage situations for land use litigation, airports, sewer backups, special events, joint powers entities and more. Understand coverage limits and various incentive programs. Includes information on filing a liability claim.

RELEVANT LINKS:

LMC information memos, *LMCIT Property, Crime, Bond, and Petrofund Coverage Guide*; *LMCIT Auto Coverage Guide*; *LMCIT Workers' Compensation Coverage Guide*, and *LMCIT Eligibility Requirements*.

For more information contact the LMCIT Underwriting Department
651.281.1220
800.925.1122.

LMC information memo, *Comparing Coverage Quotes*.

For more information on liability see *Handbook, Insurance and Loss Control Handbook, Liability*.

I. About the League of Minnesota Cities Insurance Trust

The League of Minnesota Cities Insurance Trust (LMCIT) is a cooperative joint powers organization formed by Minnesota cities in 1980 as one of the first municipal self-insurance pools in the country. It exists solely to meet the risk management and coverage needs of Minnesota cities and other types of entities. It provides coverage for members' property, liability, workers' compensation, and auto risks.

This Coverage Guide provides a summary of liability coverage available through the Trust. LMCIT urges members to examine the coverage document for actual wording. In all cases, the coverage document outlines coverage, exclusions and limitations.

II. Liability coverage

The LMCIT liability coverage is designed to meet members' coverage needs in a simple and foolproof manner. LMCIT uses its own unique coverage document to provide liability coverage to member cities. LMCIT structures liability coverage differently than private insurance companies typically do. One big difference is that LMCIT uses a single coverage document, rather than issuing separate policies to cover general liability, errors and omissions, police liability, and so on.

The industry term "general liability" or a "commercial general liability" (CGL) policy refers to coverage issued to organizations to protect them from liability claims for bodily injury, property damage, and advertising and personal injury. The LMCIT liability coverage is technically not a CGL, but encompasses coverage for risks typically covered by a CGL. The LMCIT liability coverage is tailored specifically for cities in Minnesota and is much broader than a regular CGL policy.

This material is provided as general information and is not a substitute for legal advice. Consult your attorney for advice concerning specific situations.

RELEVANT LINKS:

See Section III.I, *Joint powers entities* and Section III.Q, *Separate city boards and commissions*.

A. Covered parties

Generally, the following are covered parties under the LMCIT municipal liability coverage.

- City and its officers, employees, and volunteers.
- Relief associations.
- Some joint planning boards.
- Additional covered parties, on a limited basis, for organizations from which the city leases a premise or equipment. This additional insured status is only granted if the city is contractually obligated to have the lessor named as an additional insured. It only applies to bodily injury, property damage, or personal injury for claims that are made by the lessor due to the city's acts during the terms of the lease agreement.
- Independent contractors acting in the administrative capacity of medical director or medical advisor to the city ambulance service; or serving as a member of, or representing the city as a member of a committee, subcommittee, board, or commission.

If the city is required to add another party as an additional insured or additional covered party, LMCIT can add the party on the city's municipal liability coverage by endorsement. Also, joint powers entities and the following city boards, commissions, and agencies are not covered parties unless they are specifically named or added by endorsement.

- Gas, electrical, or steam utilities commissions.
- Port authorities, housing and redevelopment authorities, economic development authorities, municipal redevelopment authorities, or similar agencies.
- Municipal power or gas agencies.
- Welfare or public relief agencies
- School boards.
- Independent contractors.

B. Liability claims

The LMCIT liability coverage provides protection for claims someone else makes against the city, an officer or employee, or another covered party. The coverage only protects these persons for actions arising from the course and scope of his or her duties.

The coverage applies to damages and defense costs. Damages is specifically defined in the coverage document, but essentially it means money. However, certain items are specifically included and others are specifically excluded by the definition.

RELEVANT LINKS:

See Section III.M, *Open meeting law and bankruptcy lawsuits*.

See Section III.A, *Airports*; Section III.C, *Dams and downstream liability*; Section III.G, *Fireworks*; Section III.I, *Joint powers entities*; and Section III.Q, *Separate city boards and commissions*.

The LMCIT municipal liability coverage is claims-made. In other words, in order to be covered the claim must be reported either within the coverage period or within an applicable extended reporting period if the city has left LMCIT (there are a few types of claims to which the extended reporting period does not apply). For certain types of claims, the coverage document further specifies when the claim is deemed to be made.

Coverage only applies if the occurrence giving rise to the claim occurred after the applicable retroactive date, which is specified in the declarations. It is generally the date when the city first joined LMCIT or added the specific coverage in question. The coverage document further spells out how the occurrence date is determined for specific types of claims. Most cities have been LMCIT members long enough that the retroactive date is rarely an issue.

C. Liability exclusions

Since the LMCIT liability coverage is broad in scope, sometimes it's easier to first look at what's not covered by LMCIT rather than what is covered.

Following are some of the standard exclusions to be aware of. Members should contact their agent or underwriter if coverage is needed in any of these areas. It's possible LMCIT may be able to find a way to provide coverage, or at least help find coverage elsewhere.

1. Liability not covered

- Damages arising out of a city's bankruptcy, except some defense cost reimbursement coverage is available for city officials under the LMCIT defense cost reimbursement coverage.
- Criminal proceedings.
- Most non-sudden pollution.
- Nuclear hazards.
- War.
- Amounts owed under contract.
- Condemnation, except some regulatory takings.
- Damage the city does to its own property.
- Fixing the city's own work.
- Not paying employees for the work they did.
- Recalling defective products.

2. Risks that must be specifically underwritten

- Airports.
- Dikes or Class I or Class II dams.
- Fireworks the city sponsors.
- Joint powers entities.
- Separate boards, commissions, and agencies.

RELEVANT LINKS:

See Section II.D, *Coverage limits*.

- Retroactive coverage for joint powers entity liability carries a \$200,000 annual aggregate limit, including defense costs. By contrast, standard LMCIT coverage provides a \$2 million per occurrence limit for most claims, regardless of the number of claims per year. And for most claims, that \$2 million per occurrence limit applies only to damages; defense costs are in addition to the limit.
- The premium for the retroactive joint powers entity liability coverage is substantially higher than LMCIT's standard rates for many joint powers exposures. The premium for the retroactive coverage is the greater of LMCIT's standard rates or \$5,000.

J. Land use and special risk litigation

Litigation relating to a city's land use regulation decisions, development and redevelopment activities, franchising, city enterprise operations, or debt obligations can be very expensive. For a city that's hit with this kind of litigation, the legal costs can be a significant financial burden. For this reason, LMCIT has created a specialized approach to cover these types of litigation.

Compared to conventional liability insurance, a key difference of the LMCIT coverage is that litigation relating to these types of special litigation risks is covered regardless of whether the litigation includes a claim for damages.

1. Coverage terms

LMCIT provides coverage for five broad classes of land use and special risk litigation, which is known as Coverage D in the LMCIT liability coverage document.

- *Land use regulation.* Any litigation relating to the city's regulation of the use of land or real property or the application or interpretation of a land use, zoning, subdivision, or similar ordinance or regulation.
- *Development.* Any litigation relating to the city's participation in or financing of any housing, development, or redevelopment project.
- *Franchising.* Any litigation relating to the granting, refusal, interpretation, or enforcement of any franchise, ordinance, permit, license, or other mechanism through which the city authorizes or regulates parties other than the city, with regard to the provision of telecommunications, electricity, gas, heat, sewage treatment or refuse collection within the city.
- *Enterprise operations.* Any litigation relating to a city's authority to engage in enterprise operations. "Enterprise operation" means any arrangement under which the city offers goods or services for a fee, such as utilities, telecommunications services, or similar things.

RELEVANT LINKS:

- *City debt obligations.* Any litigation relating to bonds, notes, financing certificates, lease-purchase agreements, or other similar debt instruments or financial obligations proposed, guaranteed, approved, issued, or entered into by the city.

Under the land use and special risk litigation coverage, the following types of litigation are excluded.

- *Physical takings.* Litigation that seeks only compensation or other relief for an actual or alleged physical occupation, invasion, or use of property by the city.
- *Special assessments.* Litigation that seeks only reduction or invalidation of a special assessment.
- *Negligent inspection.* Litigation that seeks only compensation for damages based on the city's actual or alleged negligent inspection or enforcement of the state building code or the state plumbing, electrical, fire, or similar state codes.
- *Contractual obligations.* Litigation that seeks only amounts owed pursuant to the explicit terms of any contractual obligation, including but not limited to any city debt obligations.
- *Ordinary land use enforcement.* Litigation which was initiated by the city to enforce a land use regulation, and which does not involve a challenge to the constitutionality or interpretation of the regulation.
- *Criminal prosecution.* Criminal prosecutions by the city.
- *Other covered parties.* Litigation brought by LMCIT or the city against any other covered party.
- *City bankruptcy.* Litigation that arises from or is related to the actual, pending, or threatened bankruptcy of the city.
- *Pollution.* Litigation that makes only a pollution claim.

The land use and special risk litigation coverage applies to the following types of litigation costs.

- Costs for legal counsel selected jointly by the city and LMCIT to represent the city.
- Necessary legal fees for counsel to represent the city which the city incurs prior to reporting the litigation to LMCIT (these fees are covered at 50 percent).
- Necessary litigation expenses other than legal fees.
- Most damages the city is required to pay.
- Supplementary payments, including up to \$200,000 of statutory attorney's fees.

Most money damages that might be awarded against the city are covered as well. This specifically includes two types of damages that are frequently excluded under conventional liability insurance policies:

RELEVANT LINKS:

- Awards of attorney’s fees in federal civil rights or state human rights actions.
- “Temporary taking” damages; inverse condemnation damages awarded for the claimant’s loss of use of property prior to the time that a land use regulation has been ruled by a court to be unconstitutional as a “taking” of property.

The following types of monetary damages that might be awarded against the city are not covered:

- Exemplary or punitive damages or attorney’s fees awarded against a city officer or employee, unless he or she was acting within his/her duties and not guilty of malfeasance, willful neglect of duty, or bad faith.
- Fines or penalties.
- The cost of complying with an injunction or similar order.
- Repayment of any taxes, assessments, fees, or other charges that the city wrongfully collected, or any interest on that repayment.
- Amounts paid for the permanent acquisition of property or property rights, or for the right to permanently enforce a land use regulation or restriction.
- Amounts owed pursuant to the explicit terms of any contractual obligation, including but not limited to city debt obligations.
- With respect to any litigation relating to city debt obligations, any profit, advantage or remuneration to which the covered party was not legally entitled.

2. Coverage limits, co-pays and deductibles

There is a \$1 million annual aggregate limit for land use and special risk litigation claims. Coverage for litigation costs is based on a sliding scale and also based on whether members participate in the land use incentive program. (Please note, for litigation between LMCIT members, the coverage pays only one-half of the percentages described below, subject to a \$500,000 maximum.)

See Section II.D, *Coverage limits*.

Land Use Incentive Program

Coverage for members participating in land use incentive program	Coverage for members not participating in land use incentive program
<ul style="list-style-type: none"> • 100% of first \$25,000 • 85% of next \$225,000 • 60% of amounts above \$250,000 • 50% of necessary legal fees members incur prior to reporting litigation to LMCIT • \$1 million annual aggregate limit 	<ul style="list-style-type: none"> • 85% of first \$250,000 • 60% of amounts above \$250,000 • 50% of necessary legal fees members incur prior to reporting litigation to LMCIT • \$1 million annual aggregate limit

RELEVANT LINKS:

If the city's liability coverage is written with a deductible, the deductible is applied to the percentage of the costs that would otherwise be paid by LMCIT. The city's co-pay amounts (that is, the percentages of litigation costs and damages for which the city is responsible, as outlined above) do not count toward satisfying the city's deductible.

For example, if the litigation costs on a case are \$75,000, and the city carries a \$10,000 deductible, the city's share of the \$75,000 is determined as follows:

	Members participating in land use incentive program	Members not participating in land use incentive program
LMCIT's share	\$57,500 (100% of the first \$25,000 plus 85% of the next \$225,000, less the \$10,000 deductible)	\$53,750 (85% of the first \$250,000, less the \$10,000 deductible)
City's share	\$17,500 (15% of the amount in excess of \$25,000, plus the \$10,000 deductible)	\$21,250 (15% of the first \$250,000, plus the \$10,000 deductible)

In calculating whether the aggregate limit has been met, city co-payments are not included, but city deductible obligations are. For example, for a city that qualifies for the land use incentive, in order to exhaust the \$1 million aggregate limit a city would have to incur total litigation costs of \$1,556,250. For a city that does not qualify for the incentive, a city would have to incur total litigation costs of \$1,562,500 in order to exhaust the \$1 million aggregate limit. In either case, if the city's coverage was subject to a \$25,000 deductible, the maximum amount LMCIT would actually pay would be \$975,000.

3. Litigation procedures

Coverage for land use and special risk litigation is triggered when the litigation is first filed or served on the city. Litigation counsel is selected by mutual agreement between the city and LMCIT. Decisions on settlement and strategy are also made by mutual agreement, in consultation with the attorney the city and LMCIT have agreed to retain.

a. When to report litigation

Coverage for land use regulation, development, franchising, enterprise authority, or city debt obligation disputes is triggered when the litigation is first filed or served on the city. Cities should report the litigation to LMCIT immediately upon filing or being served with the summons and complaint that formally commences the litigation.

City Council report for March 2017

Date: March 19, 2017

To: Honorable Mayor & City Council Members

From: Jack Kramer Building Official

Zoning Enforcement:

No New Violations to report.

Building Permit Activity:

Nineteen (19) Building Permits were issued for a total valuation of \$ 201,503.00.

Respectfully submitted,

A handwritten signature in black ink that reads "Jack Kramer". The signature is written in a cursive style with a large initial "J" and "K".

Jack Kramer

Building & Code Enforcement Official

Grant Master Form								
Permit	Permit Type	Name	Project Address	Date Issued	Valuation:	City Fee:	75%	Plan CK Fee:
2017-29	Void	Void	Void	Void	Void	Void	Void	Void
2017-30	HVAC	Armstrong	7231 Ideal Ave.	2/17/2017	N/A	\$ 80.00	\$ 60.00	\$ -
2017-31	Screen Porch	Johnson	10220 Jamaca Ave.	2/19/2017	\$ 65,000.00	\$ 748.75	\$ 561.56	\$ 486.68
2017-32	Demo Permit	Griese	10510-118th. St. N.	2/23/2017	N/A	\$ 100.00	\$ 75.00	\$ -
2017-33	Bath Remodel	Herding	10190-110th. St. N.	2/23/2017	\$ 8,250.00	\$ 167.25	\$ 125.43	\$ -
2017-34	Plumbing	Ozzello	8967 Joliet Ave. N.	2/25/2017	N/A	\$ 80.00	\$ 60.00	\$ -
2017-35	HVAC	Moser Homes	7231 Ideal Ave. N.	2/25/2017	N/A	\$ 80.00	\$ 60.00	\$ -
2017-36	Window	Lund	11540 McKusick Rd.	2/27/2017	\$ 1,907.00	\$ 69.25	\$ 51.93	\$ -
2017-37	Remodel	Cosgrove	11154-60th. St. N.	3/1/2017	\$ 5,000.00	\$ 111.25	\$ 83.43	\$ -
2017-38	Windows	Pilrain	6920 Jocelyn Rd. N.	3/4/2017	\$ 4,560.00	\$ 111.25	\$ 83.43	\$ -
2017-39	Windows	Dengler	8250 Lake Elmo Ave	3/4/2017	\$ 29,686.00	\$ 442.25	\$ 331.68	\$ -
2017-40	HVAC	Becker	9735 Joliet Ave. N.	3/6/2017	N/A	\$ 80.00	\$ 60.00	\$ -
2017-41	Plumbing	Lund	11540 McKusick Rd.	3/7/2017	N/A	\$ 80.00	\$ 60.00	\$ -
2017-42	Windows	Halvorson	10510-60th. St. N.	3/10/2017	\$ 2,600.00	\$ 83.25	\$ 62.43	\$ -
2017-43	Interior Remod	Mattson	9869 Hidden Glade A	3/10/2017	\$ 80,000.00	\$ 853.75	\$ 640.31	\$ 554.93
2017-44	Plumbing	Dem-Mark Plg.	10190 -110th. St. N.	3/14/2017	N/A	\$ 80.00	\$ 60.00	\$ -
2017-45	Windows	Budget Ext.	10280 Kismet Ln. N.	3/16/2017	\$ 4,500.00	\$ 111.25	\$ 83.43	\$ -
2017-46	HVAC	Johnson	10286 Kismet Ln. N.	3/17/2017	N/A	\$ 80.00	\$ 60.00	\$ -
2017-47	HVAC	Martin	8696 Jamaca Ave.N	3/17/2017	N/A	\$ 80.00	\$ 60.00	\$ -
Monthly total					\$ 201,503.00	\$ 3,438.25	\$ 2,578.63	\$ 1,041.61