City of Grant City Council Agenda April 7, 2020

The regular monthly meeting of the Grant City Council will be called to order at 7:00 o'clock p.m. on Tuesday, April 7, 2020, in a teleconference format 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.

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- 2. PLEDGE OF ALLEGIANCE
- 3. APPROVAL OF REGULAR AGENDA
- 4. APPROVAL OF CONSENT AGENDA
 - A. March 3, 2020 City Council Meeting Minutes
 - B. March Bill List, \$33,969.87
 - C. Kline Bros., Road Work, \$46,629.00
 - D. ArcPaving Potholing Contract

E. Resolution No. 2020-06, Wildlife Conditional Use Permit

5. STAFF AGENDA ITEMS

- A. City Engineer, Brad Reifsteck
 - i. PUBLIC HEARING, Consideration of Resolution No. 2020-16, Certifying Special Assessments for the 2020 Street Improvement Project
 - ii. Consideration of Resolution No. 2020- 17, Receive Bids and Award Contract for the 2020 Street Improvement Project
 - iii. Consideration of Resolution No. 2020-18, Declaring Intent of Grant to Reimburse Certain Expenditures from the Proceeds of Bonds to be Issued by the City
 - iv. Consideration of Letter of Agreement for Services, Baker Tilly Municipal Advisors, LLC
- B. City Planner, Jennifer Haskamp
 - i. PUBLIC HEARING, Consideration of Ordinance No. 2020 -61, Amending Grant Code of Ordinances, Placement of Structures, Septic Permits and Dimensional Requirements
 - ii. Consideration of Resolution No. 2020-15, Summary Publication of Ordinance No. 2020-61
- C. City Attorney, Dave Snyder (no action items)

6. NEW BUSINESS

- i. Consideration of Resolution No. 2020-14, City of Grant Meetings of the City Council and Planning Commission
- ii. Consideration of Resolution No. 2020-13, Stillwater Oaks 2020 Liquor License
- 7. UNFINISHED BUSINESS
- 8. **DISCUSSION ITEMS** (no action taken)
 - A. Staff Updates (updates from Staff, no action taken)
 - B. City Council Reports/Future Agenda Items (no action taken)

9. COMMUNITY CALENDAR APRIL 7 THROUGH APRIL 30, 2020:

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

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

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

10. ADJOURNMENT

1 2 3		CITY OF GRANT MINUTES	
4 5 6 7 8	DATE TIME STARTED TIME ENDED MEMBERS PRESENT	: March 2, 2020 : 7:00 p.m. : 8:35 p.m. : Councilmember	
9 10	MEMBERS ABSENT	Schafer and Mag : Carr	yor Huber
11 12 13 14	Staff members present: Acting City Planner, Jennifer Swanson; City Tre		
15 16	CALL TO ORDER		
17 18	The meeting was called to order at 7	':00 p.m.	
19 20	PUBLIC INPUT		
21 22 23	Mr. Gary Baumann, 10060 Joliet Av Commission noting he has nothing t		
24 25	PLEDGE OF ALLEGIANCE		
26 27	SETTING THE AGENDA		
28 29 30	Council Member Schafer moved t seconded the motion. Motion carr		resented. Council Member Rog
31 32	CONSENT AGENDA		
33 34	February 4, 2020 City Counc	cil Meeting Minutes	Approved
35 36	February Bill List, \$69,792.8	39	Approved
37 38 39	Council Member Rog moved to ap Giefer seconded the motion. Moti		as presented. Council Member
40	STAFF AGENDA ITEMS		
41 42	City Engineer, Brad Reifsteck		
43 44 45	Consideration of Resolution No. 2 Engineer Reifsteck advised Resoluti		

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The signed petitions account for 35% (18 / 52) of the property owners within the project limits, the minimum required by state law and the City assessment policy, to authorize the City Engineer to prepare a Feasibility Study.

The City Council received the feasibility report at the September 3rd, 2019 regular council meeting.

The City Council ordered the public improvement for the project following a noticed public hearing at the October 1, 2019 and November 4th, 2019 regular council meetings.

- The City Council approved the Plans and Specifications and Ordered the Advertisement for Bids on January 7, 2020 regular council meeting. Bids were received on February 6th, 2020.
- The project costs to be incurred for the improvement is \$465,080.00. Project costs includes items, such as, construction, engineering, legal, financing and administrative costs. The City has budgeted and is contributing \$42,320.00 to the Project. Therefore, the total amount to be assessed is \$422,760.00.
- Projects funded using special assessments are required by law to follow Minnesota State Statute, Chapter 429. A public hearing is required to consider the adoption of assessments. This hearing is proposed to be held at the April 7th, 2020 City Council meeting.
- Council Member Schafer moved to adopt Resolution No. 2020-09, as presented. Council Member Giefer seconded the motion. Motion carried unanimously.
- Consideration of Resolution No. 2020-10, Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for the 2020 Street Improvements Project - City Engineer Reifsteck advised Resolution No. 2020-10 declares costs to be assessed and orders preparation of proposed assessments for the 2020 Street Improvements project.
- Council Member Geifer moved to adopt Resolution 2020-10, as presented. Council Member Schafer seconded the motion. Motion carried unanimously.
- Consideration of Resolution No. 2020-12, Declaring Adequacy of Petition and Ordering Preparation of Report - City Engineer Reifsteck advised Resolution 2020-12 Declares Adequacy of Petition and Ordering Preparation of Report. A petition was received from property owners of the area known as the Pine Tree Estates requesting a Feasibility Study be completed for roadway improvements. The streets included are as follows:
 - Heron Ave (north of Highway 96th),
 - 99th Street North,
 - 99th Street Court North,
 - 99th Street Circle North,
 - 101st Street North

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existing contract with Brochman Blacktopping Company expires on April 30, 2020. City Engineer Reifstech requested consideration of approval of a new contract with lock equipment and labor pricing until March 1, 2023.

Council Member Giefer moved to adopt Resolution No. 2020-12, as presented. Council

Consideration of Potholing Quotes – City Engineer Reifsteck advised A new roadway patching contract is recommended for pothole repair and other roadway maintenance on paved roads.

Brochman Blacktopping Company has been completing this work for the last several years. The

Member Schafer seconded the motion. Motion carried unanimously.

Council Member Giefer moved to approve a two year contract with ARC Paving with pricing as presented. Council Member Rog seconded the motion. Motion carried unanimously.

City Planner, Jennifer Swanson

Consideration of Resolution No. 2020-06, Consideration of Conditional Use Permit for Wildlife Rehabilitation and Veterinary Activities, 10629 Jamaca Avenue North - City Planner Swanson advised the Applicant, Wildlife Rehabilitation Center of Minnesota, has applied for a Conditional Use Permit to allow for the construction and operation of a wildlife rehabilitation facility. At the regular meeting on February 4, 2020 staff provided a detailed presentation addressing the proposed operations and site configuration. After discussion, consideration of the planning commission recommendation, and public testimony the City Council determined that additional information was needed prior to making a final decision. The following staff report provides a summary of the revised. updated and/or supplemental information provided since the February meeting. Please reference your staff report dated January 28, 2020 for specific information, as this memo only summarizes the supplementation information received since the February meeting. Given the additional information the draft Conditional Use Permit has been updated to reflect the additional information.

At the February 4, 2020 meeting, the City Council requested that the site plan be updated to demonstrate the demolition plan, and to identify new structures. The City Council requested additional information and data regarding anticipated daily traffic and parking needs to support the facility.

Since the meeting, the Applicant has provided the following additional information:

- Supplemental Narrative Dated February 20, 2020
- Updated and Revised Site Plan
- Traffic Memo/Trip Generation Statement prepared by Traffic Impact Group

The following staff report is provided for your review and consideration of the supplemental information provided by the Applicant.

City Planner Swansons stated the site plan dated February 21, 2020 has been updated to show 1)
revised building locations in a more 'campus' type of configuration; 2) the relocated Waterfowl
structure to meet applicable setbacks; 3) revised parking area to accommodate 35-vehicles; 4)
proposed screening/landscape areas; and 5) demolition plan.

The provided Site Plan is an improvement from the plan reviewed by the Planning Commission and City Council as it more clearly demonstrates the intended uses for the site. As noted in the Applicant's supplemental narrative, all caging areas denoted adjacent to structures will not be enclosed and instead will be double fenced areas. As a result, the following inventory of accessory structures is provided:

Table 1: Accessory Building Tabulation

Facility Type	Size	Number	Total SF
Existing Accessory	Various	12	~9,845
Buildings			
Proposed Accessory	Various	6	~(2,925)
Buildings to be			
demolished			
Proposed Main Nursery	~60' x	1	~6,000
Facility	100'	Vision	
Waterfowl Facility	~60 x	\1	~6,000
	100'	- A	
Estimated To	otal Accesso	ry Buildings	18,920 SF

At the City Council meeting, Council members requested that the site contain no more than 20,000 square-feet of accessory structures. As proposed, the total square footage meets this request. Staff has updated the draft CUP to reflect that no more than 20,000 square feet of accessory building may be on site, and if additional square-footage is requested that an amendment to the permit would be required.

All proposed structures and caging areas have been moved to meet a minimum setback of 100-feet from all property lines. Additionally, the Waterfowl structure has been moved and is more than 400-feet from the wetland/pond edge, and is setback approximately 80-feet from the steep slope area. The Applicant will be required to work with the Browns Creek Watershed District (BCWD) during the permitting process to ensure the proposed structures meet their applicable setback requirements. The Main Nursery Structure has been relocated further east on the site, and the associated caging areas are setback approximately 100-feet from the ridge of the steep slope. Staff recommends that at the time of building permit application that the City Engineer and the BCWD review the site location to ensure that all setback requirements are met.

A detailed landscape plan, including plant schedule, is not provided but the Site Plan has been updated to include proposed coniferous screening areas. These areas are identified in locations around the permiter of the "building campus" to reduce the visual impact of the activities from adjacent properties. The Coniferous Screening areas are identified along 107th Street N., north of the proposed Nursery Structure and caging areas, as well as along the northeastern corner of the property. Additional structuring is proposed southwest of the Waterfowl Structure. Staff appreciates the

Applicant's forethought in providing screening, but additional details regarding these areas should be incorporated into the final permit if they are a requirement of the permit. Staff would request the City Council discuss this requirement, and offers the following considerations:

A condition could be incorporated that the Applicant must contact the Washington Conservation District to prepare a landscape plan, including plant schedule, and such plan shall be submitted to the City for review and approval by the City Planner and Engineer.

The Applicant could be required to prepare a detailed landscape plan that includes a plant schedule. Typically, we have required a landscape guaranty for such conditions to cover the landscaping for not less than 2-years.

A condition could be incorporated that once the landscape plan has been approved, that such landscaping shall remain in good health, or replaced, into perpetuity.

Or, the City Council could determine that the landscaping is not a condition of the permit, but could encourage the Applicant to make such improvements.

City Planner Swanson advised the proposed parking area now encompasses 10,000 square feet which can accommodate approximately 33-vehicles. In meeting with the Applicant, there is additional parking available on the current graveled areas to the east of the existing principal structure that can accommodated between 5 and 7 vehicles. If both areas are considered collectively, in addition to potential parking areas near the Main Nursery Structure, there is adequate parking provided based on the Applicants described operations. The Applicant did not include any information regarding proposed surface type. However, when staff met with the Applicant after the February Council meeting, he indicated that he does not want to pave the area but would prefer to use an alternate surface type that is more porous and sustainable. Specific specifications were not provided.

The Site Plan also notes that the parking area will be "illuminated" but does not provide details or specifications regarding the lighting. Given the location of the parking area, and the potential light fixture type and height, it may not be visible from any right-of-way or adjacent residential uses. However, staff would recommend that a light detail and potential photometric plan be provided so that staff can review and approve such lighting plan prior to issuance of a building permit for the Main Nursery, Waterfowl Structure or a grading permit for the parking lot.

While the size is adequate, the surface type is still unknown. Staff recommends including a condition that the parking lot design and plan be completed to the satisfaction of the City Engineer and City Building Official prior to a building permit being issued for any new structure on the site.

City Planner Swanson noted the Applicant engaged Traffic Impact Group to prepare a trip generation statement for the proposed operations (see attached Memo dated February 17, 2020). As noted, there is an anticipated 152 daily trips to and from the site. Staff passed this memo onto Washington County for their review and consideration. At the time of this memo, a formal response from the Traffic Engineer has not been provided, but their Planner Ms. Terwedo has indicated that they still have concerns about the access into and out of the site from the existing driveway.

- 1 Staff is working with the Applicant and the County to determine if a meeting is needed to discuss the
- 2 operations and find an acceptable solution to all parties. Staff has indicated to the County that the City
- does not want access from 107th Street, and that solution must be identified Jamaca. Staff will
- 4 provide a verbal update of any progress at the City Council meeting. A condition has been included
- 5 in the permit to indicate that access must come from Jamaca, and that is the responsibility of the
- 6 Applicant to work with the County to identify a permanent solution.

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The Council discussed additional conditions relating to landscaping, dustless surface on parking lot and access restrictions.

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11 Mr. Phil Jennings, Application, came forward and stated he is not proposing any additinoal lighting or 12 security lighting. Low lights will be for the parking lot. He stated he will do whatever type of 13 parking lot surface the City requires.

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15 Council Member Schafer moved to adopt Resolution No. 2020-06, as amended. Council 16 Member Giefer seconded the motion. Motion carried with Council Member Rog voting nay.

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Acting City Attorney, Chris Johnson (no action items)

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NEW BUSINESS

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Consideration of Planning Commission Appointment – Staff advised after the conclusion of the last submittal date for Planning Commission applications a current Planning Commissioner resigned resulting in two open seats. Staff recommended the City open the application period to residents that are interested and schedule interviews prior to the April Council meeting with consideration of appointment during that meeting.

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Council Member Schafer moved to table Consideration of Planning Commission Appointments.
Council Member Rog seconded the motion. Motion carried unanimously.

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Consideration of Resolution No. 2020-11, Preliminary Assessment that Comcast Cable
Franchise Should Not be Renewed – Cable Commissioner Huber provided the background of the
Cable Franchise and recommended the Council approve Resolution No. 2020-11.

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Council Member Rog moved to adopt Resolution No. 2020-11, as presented. Council Member Schafter seconded the motion. Motion carried unanimously.

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Consideration of Fire Services Contract Between the City of Stillwater and the City of Grant – Council Member Rog moved to approve Fire Services Contract, as presented. Council Member Schafer seconded the motion. Motion carried unanimously.

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UNFINISHED BUSINESS

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There was no unfinished business.

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1	DISCUSSION ITEMS (no action taken)
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3	Staff Updates (updates from Staff, no action taken)
4 5	City Council Reports/Future Agenda Items
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7	No items were placed on a future agenda.
8 9 10	COMMUNITY CALENDAR MARCH 3 THROUGH MARCH 31, 2020:
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11 12	Mahtomedi Public Schools Board Meeting, Thursday, March 12 th and 26 th , Mahtomedi District Education Center, 7:00 p.m.
13	Stillwater Public Schools Board Meeting, Thursday, March 12 th , Stillwater City Hall, 7:00 p.m.
14	Washington County Commissioners Meeting, Tuesdays, Government Center, 9:00 a.m.
15	Presidential PrimaryElection, March 3, 2020, 7:00 am to 8:00 p.m., Woodbury Lutheran Oak
16	Hill Campus
17 18	ADJOURNMENT
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20	Council Member Schafer moved to adjourn the meeting at 8:35 p.m. Council Member Rog
21	seconded the motion. Motion carried unanimously.
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23	These minutes were considered and approved at the regular Council Meeting April 7, 2020.
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28 29 30	Kim Points, Administrator/Clerk Jeff Huber, Mayor

All Funds

Fund Name:

Date Range: 03/01/2020 To 03/31/2020							
<u>Date</u> <u>Vendor</u>	Check #	Description	Void	Account Name	F-A-0-P		Total
03/30/2020 Payroll Period Ending 03/31/2020 Total For Check	14327 14327	March20	z	Clerk Salary	100-41101-100-	w w	3,972.89 3,972.89
03/30/2020 Sprint Total For Check	14328 14328	City Cell Phone	z	Road Expenses - Other	100-43116-321-	w w	27.76
03/30/2020 Croix Valley Inspector Total For Check	14329 14329	Building Inspector	z	Building Inspection	100-42004-300-	ν ν	6,119.62 6,119.62
03/30/2020 Kline Bros Excavating Total For Check	14330 14330 14330 14330 14330	Road Maintenance	z	Grader Contractor Gravel Road Costs Culvert Repair Special Road Projects	100-43101-301- 100-43106-301- 100-43111-301- 100-43128-301-	w w w w	6,400.00 2,945.00 450.00 36,834.00 46,629.00
03/30/2020 Lisa Senopole Total For Check	14331 14331	Video Tech	z	Cable Costs	100-41212-100-	w w	90.00
03/30/2020 Press Publications Total For Check	14332 14332 14332 14332	Public Hearings/Assessment	z	Publishing Costs	100-41308-351- 100-41308-351- 972-41308-351-	w w w	58.22 139.32 58.02 255.56
03/30/2020 SHC, LLC Total For Check	14333 14333 14333 14333 14333	Planning	Z	City Planner Pre-App Escrow	100-41209-301- 100-41319-301- 100-41319-301- 972-49320-301-	ν ν ν ν ν ν	1,339.25 300.00 300.00 888.25 2,827.50
03/30/2020 Johnson Turner Legal Total For Check	14334 14334 1433 4	Feb Billing	z	Legal Fees - General Legal Fees - Prosecutions	100-41204-301- 100-41206-301-	w w w	1,771.50 1,900.00 3,671.50
03/30/2020 AirFresh Industries Total For Check	14335 14335	PortaPot #38410 #38159	z	Town Hall Porta Pot	100-43007-210-	w w	250.00
03/30/2020 Xcel Energy	14336 14336 14336	Utilities	z	Town Hall Electricity Well House Electricity Street Lights	100-43004-381- 100-43010-381- 100-43117-381-	៷៷ ៷	216.60 11.37 45.61
Report Version: 03/31/2015		Page 1 of 2	of 2				

Fund Name: All Funds

03/31/2020
03/01/2020 To (
Date Range:

Date	Vendor	Check #	Description	Void	Account Name	F-A-0-P		Total
	Total For Check	14336					\$	273.58
03/30/2020	03/30/2020 Washington County Property	14337	TaxLevyBook	z	Audit Fees	100-41201-301-	⋄	35.00
	records Total For Check	14337					w	35.00
03/30/2020	03/30/2020 Graphic Resources Total For Check	14338 14338	Office Supplies	z	Office Supplies	100-41313-200-	w w	239.73
03/30/2020	03/30/2020 Brochman Blacktopping Co. Total For Check	14339 14339	Potholes	z	Pothole Repairs	100-43109-300-	v v	136.21 136.21
03/30/2020	03/30/2020 Ken Ronnan Total For Check	14340 14340	Video Tech Services	z	Cable Costs	100-41212-100-	v v	90.00
03/30/2020	03/30/2020 Waste Management Total For Check	14341 14341	Recycling -	z	Recycling	100-43011-384-	လ လ	5,015.92 5,015.92
03/30/2020 KEJEN 03/30/2020 PERA	Enterprises A	14342 14342 14342 14342 14342 14342 14342 14342 14343 14343 14343 14343 14343 14343 EFT126 EFT126	PERA Payroll Taxes	z z	Animal Control Town Hall Mowing Ball Field Maintenance Road Engineering Fees Road Garbage Removal Gravel Road Costs Magnesium Choride Road Sign Replacement Culvert Repair Snow & Ice Removal Road Brushing Road Side Mowing Clerk PERA Clerk PERA Clerk PERA Clerk Medicare Clerk Medicare Federal Withholding Social Security Expens	100-42006-300- 100-43006-300- 100-43102-300- 100-43105-300- 100-43106-300- 100-43110-300- 100-43111-300- 100-43113-300- 100-43115-300- 100-41108-100- 100-41103-100- 100-41107-100- 100-41107-100- 100-41107-100-	, www.www.ww.ww.ww.ww.ww.ww.ww.ww.ww.ww.w	83.00 125.00 125.00 166.14 167.00 20.84 41.67 83.84 20.84 20.84 20.84 20.84 20.84 20.84 39.71 346.42 77.28 403.05 330.43
Total For Se	Total For Check Total For Selected Checks	EFT126					\$ 1,	1,218.47

Report Version: 03/31/2015



Invoice

DATE	INVOICE #
3/29/20	2550

JOB ADDRESS
ROAD GRADING 100-43101

DUE DATE

			4/8/20
DESCRIPTION	QTY	UNIT COST	AMOUNT
3-04-20 770B 3-08-20 770B 3-13-20 770B 3-14-20 740A 3-17-20 770B 3-18-20 740A 3-23-20 740A 3-23-20 740A 3-24-20 770B 3-24-20 740A 3-26-20 770B 3-26-20 740A 3-27-20 770B 3-27-20 740A	5 3.75 2.75 3.25 4 9 6.25 6.5 2.25 6.5 5.25 3.5 7.5 6 4.5 4	80.00 80.00 80.00 80.00 80.00 80.00 80.00 80.00 80.00 80.00 80.00 80.00 80.00	400.00 300.00 220.00 260.00 320.00 720.00 500.00 520.00 420.00 280.00 600.00 480.00 360.00 320.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONHTLY CHARGE	Total		6,400.00



Invoice

DATE	INVOICE #
3/29/20	2552

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

DUE DATE

			4/8/20
DESCRIPTION	QTY	UNIT COST	AMOUNT
DESCRIPTION 3-08-20 & 3-09-20 THAW CULVET ON 80TH ST	QTY	UNIT COST	450.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONHTLY SERV CHARGE	Total		450.00



Invoice

DATE	INVOICE#
3/29/20	2551

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

DUE DATE

			4/8/20
DESCRIPTION	QTY	UNIT COST	AMOUNT
3-05-20 LOADS OF MILLINGS PUT ON KEATS TO LEVEL AND BUILD UP ROAD WHERE WATER WAS ENCROACHING 3-05-20 770B SPREAD MILLINGS AND GRADE 3-05-20 L9000 COMPACT MILLINGS 3-15-20 HOLE OPENED UP ON 115TH. 2 FT HOLE IN STREET, 5 FEET AROUND UNDERNEATH. COLLAPSE HOLE WITH TRACKHOE, PLACE FABRIC TO PREVENT WASHOUT UNTIL CULVERT CAN BE REPLACED AND FILL WITH RC-5	4 1	425.00 80.00 75.00	1,700.00 320.00 75.00 0.00
3-15-20 T600 & T50 3-15-20 E70 3-15-20 RC-5 3-15-20 FILL ANOTHER SPOT ON 115TH WHERE ASPHALT WAS UNDERMINED THAT WAS SHOWED TO US BY A HOMEOWNER 3-15-20 FILL DIP ON KIMBRO WHERE CULVERT WAS REPLACED BUT ASPHALT DID NOT GET REPLACED AND COMPACT	1	150.00	150.00 250.00 150.00 50.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONHTLY SERV CHARGE	Total		2,945.00



Invoice

DATE	INVOICE #
3/29/20	2549

JOB ADDRESS	
SPECIAL ROAD PROJECTS	

DUE DATE 4/8/20 **DESCRIPTION** QTY **UNIT COST AMOUNT** 3-8-20 THRU 3-17-20 BUILD UP JOCELYN RD N & 68TH CT N LOW SPOTS 0.00 THAT COULD FLOOD PUSH SNOW OFF ROAD TAPER ON JOCELYN AND 68TH CT, HAUL RC-5 1,547 21.00 32,487.00 LABOR & MATERIAL (TONS), LEVEL AND COMPACT SILT LOGS INSTALLED FOR EROSION CONTROL (LIN. FT) 640 3.00 1,920.00 ROAD STABILAZTION FABRIC (LIN. FT) 489 3.00 1,467.00 TREE REMOVAL BY MIKE PERRON 960.00 AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONHTLY SERV **Total** CHARGE 36,834.00

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into as of the <u>2nd</u> day of <u>March 2020</u>, by and between the **CITY OF GRANT**, a Minnesota municipal corporation ("GRANT") and ARC Paving. ("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 Bituminous Roadway Contractor services (the "Services") specified in the Statement of Work.

2. Payment for Services

- a. Fees. GRANT agrees to pay CONTRACTOR for the Services at a negotiated rate in accordance with the Rate Schedule attached and incorporated herein as **Exhibit B**.
- b. Out-of-Pocket Expenses. Except as agreed by GRANT, CONTRACTOR shall be responsible for all out-of-pocket expenses incurred in the performance of the Services on behalf of GRANT.
- c. *Invoices*. CONTRACTOR shall invoice GRANT monthly for Services rendered during the previous month in accordance with the Rate Schedule attached as **Exhibit B**.
- d. *Miscellaneous*. CONTRACTOR agrees to execute such affidavits and receipts as GRANT shall request in order to acknowledge payment by GRANT. CONTRACTOR acknowledges that its federal employer tax identification number, provided to GRANT is correctly set forth in the Statement of Work attached to this Agreement.

3. Independent Contractors

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

- a. CONTRACTOR will not be treated as an employee of GRANT for purposes of the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Act, income tax withholding and applicable state laws, including, without limitation, those pertaining to workers' compensation, unemployment compensation and state income tax withholding;
- b. CONTRACTOR will not qualify for any employee benefits that GRANT may now or hereafter provide to its employees including, without limitation, insurance, vacations, pension and profit sharing benefits, employee bonus programs, and the like; and
- c. Information returns will be filed with appropriate federal and state taxing authorities indicating CONTRACTOR'S status as self-employed.

4. Business of Contractor

The CONTRACTOR represents and warrants to GRANT that it is engaged in the business of providing Bituminous Roadway Contracting 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:	By:
Its: Mayor	
ATTEST	
By:	_
Its: City Clerk	

EXHIBIT A

STATEMENT OF WORK

Work Activity	Description of Work
Pothole Repair	Bituminous roadway pothole repair as directed by the City
Roadway Patching	Bituminous roadway patching as directed by the City

EXHIBIT B

RATE SCHEDULE

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

2020 - 2022 Rate Schedule

\$65 per/hr – laborer \$90 per/hr – truck \$135 per/hr- hot box \$100 per/hr Skidsteer (with any attachment needed) \$75 per/hr – roller \$30 per/hr – blower

^{*}Hot mix billed at current season pricing

CITY OF GRANT, MINNESOTA RESOLUTION NO. 2020-06

RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR 10629 JAMACA AVENUE NORTH (THE WILDLIFE REHABILITATION CENTER)

WHEREAS, The Wildlife Rehabilitation Center ("Applicant") has submitted an application for a Conditional Use Permit to operate a Wildlife Rehabilitation Center at the property located at 10629 Jamaca Avenue North ("Subject Property") in the City of Grant, Minnesota; and

WHEREAS, the proposed operations and facilities are intended to be phased over time; and

WHEREAS, the Applicant intends to use the existing accessory buildings and principal structure on the site for its initial operations; and

WHEREAS, the Applicant's narrative and Site Plan represent the full build out and operations of the proposed use; and

WHEREAS, the Planning Commission has considered the Applicant's request at a duly noticed Public Hearing which took place on January 21, 2020; and

WHEREAS, on January 21, 2020 the Planning Commission recommended approval of the application subject to certain conditions; and

WHEREAS, the City Council has considered the recommendation of the Planning Commission and the Applicant's request at a regular City Council meeting which took place on February 4, 2020; and

WHEREAS, the City Council requested additional information from the Applicant, and has considered supplemental information at a regular City Council meeting which took place on March 2, 2020.

Resolution No.: 2020-06

Page 2 of 3

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

- The Wildlife Rehabilitation Center use conforms to the City's Comprehensive Plan for rural residential and agricultural uses.
- The Wildlife Rehabilitation Center will not be detrimental to or endanger the public health, safety or general welfare of the city, its residents, or the existing neighborhood.
- The Wildlife Rehabilitation Center is compatible with the existing large-lot rural neighborhood setting provided the conditions of the Conditional Use Permit are met.
- The Wildlife Rehabilitation Center operations meets the conditions or standards adopted by the city through resolutions or other ordinances.
- The Wildlife Rehabilitation Center operations will not create additional requirements for facilities and services at public cost beyond the city's normal low-density residential and agricultural uses.

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

- 1. The Applicant shall meet and comply with all of the conditions stated within the Conditional Use Permit dated April 7, 2020 (the "Permit").
- 2. The Permit shall be reviewed in compliance with the City's CUP review process, which may be on an annual basis.
- 3. Any violation of the conditions of the Permit may result in the revocation of said Permit.
- 4. All escrow amounts shall be brought up to date and kept current.
- 5. The Owner shall obtain any necessary permits from Washington County, Minnesota Department of Health, Browns Creek Watershed District, Washington Conservation District, the MPCA or any other regulatory agency having jurisdiction over the proposed use, which are necessary in carrying out its operations on the premises.

Page 3 of 3	
Adopted by the Grant City Council this 7t	th day of April 2020.
	Jeff Huber, Mayor
State of Minnesota)) ss. County of Washington)	
Minnesota do hereby certify that I have ca	y qualified and appointed Clerk of the City of Grant, arefully compared the foregoing resolution adopted at a, 2020 with the original thereof on file in my plete transcript thereof.
Witness my hand as such City Clerk and County, Minnesota this day of	d the corporate seal of the City of Grant, Washington, 2020.
	Kim Points Clerk
	City of Grant

Resolution No.: 2020-06

WILDLIFE REHABILITATION CENTER CONDITIONAL USE PERMIT CITY OF GRANT

APPLICANT: Wildlife Rehabilitation Center

LEGAL DESCRIPTION: Attachment A

PID: 0903021140003, 1003021230004

ZONING: A-1

ADDRESS: 10629 Jamaca Avenue North

Grant, MN

DATE: April 7, 2020

This is a Conditional Use Permit to allow for the operation of a Wildlife Rehabilitation Center as shown on the Site Plan (February 21, 2020) and within the narrative dated December 2019 and February 20, 2020. Any expansion of the Wildlife Rehabilitation Center facilities, or intensification of the operations, shall require an amendment to this Conditional Use Permit.

All uses shall be subject to the following conditions and/or restrictions imposed by the City Council, City of Grant, Washington County, Minnesota, and applicable ordinances, statutes or other laws in force within the City:

- 1. The Applicant shall be required to combine both PIDs, and record this Permit with the combination.
- 2. The Site Plan dated 2/21/2020 shall be attached to this Permit, and all improvements permitted in this Permit shall be consistent with the Site Plan.
- 3. The Applicant shall be required to obtain an Access Permit from Washington County for access from Jamaca Avenue N. The Access Permit, or an agreeable plan with Washington County, shall be submitted to the City prior to any building permit being issued on site. No access from 107th Street North is permitted or reviewed as part of this permit.
- 4. The Applicant shall be required to submit a design for the parking lot that includes the proposed materials, grading, and full specifications for review and approval by the City Engineer. Per City Code, the proposed material shall be an improved dustless surface, which shall be reviewed and approved by the City Engineer prior to the issuance of a building permit for the Main Nursery or Waterfowl Structures.
- 5. Specifications, which may include a photometric plan, for the "illumination" associated with the parking lot shall be submitted to the City Staff for review and approval. If it is determined that

- such illumination will be visible from adjacent residential properties, or does not comply with the City's ordinances, an amendment to this Permit shall be required.
- 6. The Applicant shall work with the Building Official to determine if ADA compliance parking stalls are required, and if so, the location of such stalls and acceptable surface materials shall be reviewed and approved by City Staff.
- 7. The Applicant shall obtain a building permit for all proposed structures Cages as denoted on the Site Plan.
- 8. A wetland delineation may be requested by the City Staff depending on final proposed location of the Main Nursery or Waterfowl Structures, and final delineation shall be made prior to a building permit being issued.
- 9. The hours of operation on the site shall be limited to 7 am to 10 pm, except in emergency situations.
- 10. The number of interns residing in the house shall not exceed four (4) individuals.
- 11. No patients (animals) shall be cared for on-site that do not have an established breeding season in Minnesota. No exotic species shall be permitted.
- 12. The Cage areas shall be cleaned on a daily basis, and caging activities conducted consistent with the Applicant's narrative.
- 13. All Caged areas shall be double caged, and all fencing and/or caging maintained in good repair to prevent patients from escaping the enclosures.
- 14. No on-site release shall be permitted from the site.
- 15. All animal carcasses shall be removed quickly and taken to the University of Minnesota St. Paul campus for proper handling.
- 16. A grading plan shall be submitted to the City Engineer at time of any improvements on the site, and it shall be the determination of the City Engineer as to if a stormwater management plan is required due to the full-build out the site for the proposed use.
- 17. The Applicant shall obtain all necessary permits from the Browns Creek Watershed District prior to any building permits being issued for the Main Nursery Building, the Waterfowl facility, the parking lot or any large-scale improvement on the site which exceeds their minimum thresholds.
- 18. The Applicant shall maintain and manage all facilities, fenced areas and cages to ensure the security of the animals onsite.
- 19. A fence detail for all fenced areas shall be provided to demonstrate compliance with the City's ordinance section 32-315.
- 20. The Applicant shall prepare a landscape plan, including plant schedule, that supports the buffering contemplated on the Site Plan. Such plan shall be submitted to the City for review and approval by the City Planner and City Engineer.
- 21. The Applicant shall contact the Washington Conservation District, who may provide assistance and plan review of the landscape plan. Such efforts shall be completed in addition to, but not in replacement of, the preparation of the landscape plan required in condition #20.

- 22. The approved landscape plan shall be installed on the property within six (6) months of approval of this permit, and such landscaping shall be kept in good health, or replaced, for as long as the operations associated with this permit are active. Initial planting shall be required to include a 2-year guaranty which shall be provided to the City.
- 23. The Applicant shall monitor traffic internal to the site to ensure the access driveways are passable, and that parking occurs only in designated spaces.
- 24. The Applicant shall contact Washington County Environmental Services regarding required upgrades to the Septic System prior to any building permit being issued for any new structures on the site.
- 25. All structures constructed in the future shall be required to follow the City's ordinances, rules and regulations in place at the time of construction.
- 26. Approval of a Main Nursey Facility, with the conceptual architecture submitted with this Application, not to exceed 6,000 square feet in the proposed location is permitted provided all necessary permits are obtained. The Applicant shall work with the Building Official regarding applicable commercial building codes when more details regarding the facility are provided.
- 27. Approval of the <u>a</u> Waterfowl Facility not to exceed 6,000 square feet is permitted in the proposed location, provided the facility is consistent with the architecture shown in the conceptual plans and is sited consistent with the Site Plan. The Applicant shall work with the Building Official regarding applicable commercial building codes when more details regarding the facility are provided.
- 28. The Applicant must comply with the BCWD's permit requirements, including setbacks from the wetland edge and the steep slope requirements when siting any new facility. If at the time of building permit application, it is determined that the building must move more than 100-feet in any direction, an amendment to this Permit may be required.
- 29. The Applicant shall be limited to a maximum of 20,000 square-feet of total accessory building area, which is consistent with the Site Plan. Any modifications that would increase accessory building or structure area, including structures within the caging areas, may require an amendment to this Permit.
- 30. All structures shall be sited outside of all required setbacks, and all structures shall be setback a minimum of 100-feet from any property line.
- 31. No accessory buildings may be use as additional living quarters.
- 32. All structures shall not exceed 35-feet in height.
- 33. All lighting, including that noted on the Site Plan for the parking lot, shall be required to comply with the City's Ordinance Section 32-321.
- 34. No public events are permitted as part of this Permit.
- 35. If a new well is needed in the future, the Applicant shall obtain all necessary permits, and that such location shall meet all setbacks given the intended use of the property for wildlife rehabilitation.
- 36. The Applicant shall contact the MPCA and provide a written correspondence to the City regarding the necessity for any additional permitting regarding waste disposal on site.

- 37. No signage is approved as part of this permit. Any future signage shall be subject to the sign ordinance in place at time of application and may require an amendment to the CUP.
- 38. All operations on site shall meet the MPCA's noise standards and regulations.
- 39. It shall be the responsibility of the Applicants to obtain all necessary permits from Washington County, MPCA, Browns Creek Watershed District, Washington County Soil and Water Conservation District, or any other agency having jurisdiction over the subject use.
- 40. Any future expansion or intensification of the Wildlife Rehabilitation Center operations shall require an amendment to the Permit. Intensification shall include, but not limited to: additional facilities/accessory buildings (not sheds) beyond those identified on the site plan, expansion of the parking lot beyond 33-stalls, substantial increase to the number patients_(animals) identified in the narrative, etc.
- 41. All escrow amounts shall be brought up to date and kept current.
- 42. This permit shall be reviewed in compliance with the City's CUP review process, which maybe on an annual basis.
- 43. Any violation of the conditions of this permit may result in the revocation of said permit.

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

		CITY OF GRANT:
Date:		
		Jeff Huber, Mayor
Date:		
		Kim Points, City Clerk
State of Minnesota)	
)ss.	
County of Washington)	
On thisday o	of	, 2020, before me, a Notary Public, personally appeared
	•	rant, a Minnesota municipal corporation within the State of
Minnesota, and that said	nstrument was sig	gned on behalf of the City of Grant by the authority of the
City Council, and Jeff Hu	ber and Kim Poin	nts acknowledge said instrument to the be the free act and
deed of said City of Grant	•	
		Notary Public

APPLICANT/OWNER: Wildlife Rehabilitation Center of MN

Date:		By: Its:
Date:		Kim Points, City Clerk
State of Minnesota County of Washington))ss.)	
On thisday of executed on behalf of said A	_the Owner who ackr	0, before me, a Notary Public, personally appeared nowledged that said instrument was authorized and
		Notary Public

EXHIBIT A



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 31, 2020

Re: 2020 Street Improvements Project - Public Hearing on Assessments

Actions to be considered:

To conduct a public hearing and adopt resolution accepting the final assessment roll for the 2020 Street Improvement Project.

Facts:

Following a public hearing, the City Council ordered the public improvements included in the project at the November 4, 2019 regular Council Meeting.

Bids were let and received on February 6th, 2020. The lowest responsible bid along with indirect costs, including Legal, Engineering and Administrative costs, amount to a total project cost of \$465,080.00. The City has budgeted and is contributing \$42,320.00 to the Project.

The improvements are anticipated to be funded by special assessments to benefitting properties, in accordance with the Assessment Policy, adopted by City Council.

Total benefit amount to be assessed is \$422,760.00. There are 56.5 total buildable units, which includes two lots being assessed at a rate of one quarter of a buildable unit for having an address on an adjacent street and one parcel at a rate of 3 buildable units for its size and immediate access to a street being improved. The assessment per buildable unit is \$7,482.48.

Assessments are proposed to be paid in equal annual installments over 15 years for single family residential property, beginning in January 2021 with an annual interest rate of 4.50 percent per annum.

The assessment may be paid in whole with no interest charged if the entire assessment is paid within 30 days of the adoption of the assessment.

Action: Discussion Adopt Resolution

Attachments: Resolution Certifying Special Assessments, Assessment Roll

CITY OF GRANT RESOLUTION NO. 2020-16

A RESOLUTION CERTIFYING SPECIAL ASSESSMENTS FOR THE 2020 STREET IMPROVEMENTS PROJECT

WHEREAS, pursuant to proper notice duly given as required by law, the Grant City Council ("Council") has met, heard and passed upon all objections to the assessment for 2020 Street Improvements Project, as a Capital Improvement Project for Fiscal Year 2020; and,

WHEREAS, the Project improvement shall include street reconstruction and reclamation, pursuant to Minnesota Statutes, Sections 429.011 to 429.111; and,

WHEREAS, estimated costs have been calculated for the project and the portion of the cost of such improvement to be assessed against benefited property owners was declared; and,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANT, MINNESOTA:

- 1. Such assessments, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
- 2. For single family residential properties such assessments shall be payable in equal annual installments extending over a period of 15 years and shall bear interest at the rate of 4.50 percent from the date of the adoption of this assessment resolution. To each subsequent installment, when due, shall be added interest for one (1) year on all unpaid installments.
- 3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the city treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he/she may, at any time thereafter, pay to the city treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.
- 4. The City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

ADOPTED this 7th day of April 2020.		
Attest:	Jeff Huber, Mayor	
Kim Points, 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 31, 2020

Re: 2020 Street Improvements Project – Receive Bids and Award Contract

Actions to be considered:

To accept bids and award by resolution a construction contract, for the 2020 Street Improvements Project.

Facts:

Following a public hearing, the City Council ordered the public improvements included in the project at the November 4, 2019 regular council meeting.

City Council accepted plans and specifications and authorized advertisement for bids at the January 7th council meeting.

Bids were received on February 6^{th} , 2020. The attached letter of recommendation and bid tabulation summary indicates the recommended low bidder as OMG Midwest, Inc. dba MN Paving & Materials of Rogers, MN with a grand total bid of \$387,567.00.

The improvements are anticipated to be funded by special assessments to benefitting properties, in accordance with the Assessment Policy, adopted by City Council.

Action: Discussion. Adopt Resolution

Attachments: Resolution accepting bids and awarding a construction contract, bid tab

summary, letter of recommendation

BID TABULATION SUMMARY

PROJECT:

2020 Street Improvements Project

OWNER:

City of Grant, MN

WSB PROJECT NO.:

014035-000

BIDS OPENED: Thursday, February 6, 2020, at 10:00 a.m. Local Time

	Contractor	Bid Bond (5%)	Addendum Received	Grand Total Bid
1	OMG Midwest, Inc. dba MN Paving & Materials	X	N/A	\$387,567.00
2	Park Construction Company	Х	N/A	\$414,081.00
3	North Valley, Inc.	Х	N/A	\$422,584.37
4	Bituminous Roadways, Inc.	X	N/A	\$425,553.60
5	T.A. Schifsky & Sons, Inc.	X	N/A	\$434,291.62
6	Valley Paving, Inc.	×	N/A	\$435,979.60

I hereby certify that this is a true and correct tabulation of the bids as received on February 6, 2020.

Brad A. Reifsteck, PE, City Engineer

Denotes corrected figure



Honorable Mayor and City Council City of Grant 111 Wildwood Road PO Box 577 Willernie, MN 55090

Re:

2020 Street Improvements Project

City of Grant, MN

WSB Project No. 014035-000

Dear Honorable Mayor and Council Members:

Bids were received for the above-referenced project on Thursday, February 6, 2020, and were opened and read aloud. A total of six bids were received. The bids were checked for mathematical accuracy and tabulated. Please find enclosed the bid tabulation indicating the low bidder as OMG Midwest, Inc. dba Minnesota Paving & Materials, Rogers, Minnesota, with a grand total bid in the amount of \$387,567.00. The Engineer's Estimate for the project was \$550,724.56.

We recommend that the City Council consider these bids and award a contract for the grand total bid in the amount of \$387,567.00 to OMG Midwest, Inc. dba Minnesota Paving & Materials based on the results of the bids received.

Sincerely,

WSB

Brad A. Reifsteck, RE

City Engineer

Enclosure

CC:

Kim Points, City of Grant

Dan LoBello, OMG Midwest, Inc. dba Minnesota Paving & Materials

srb

CITY OF GRANT

RESOLUTION NO. 2020-17

RESOLUTION ACCEPTING BIDS AND AWARDING A CONSTRUCTION CONTRACT FOR THE 2020 STREET IMPROVEMENTS PROJECT

WHEREAS, the City Council ("Council") of the City of Grant, Minnesota ("City") has identified 2020 Street Improvements Project as a Capital Improvement Project for Fiscal Year 2020; and

WHEREAS, the Project improvement shall include street reconstruction and reclamation, pursuant to Minnesota Statutes, Sections 429.011 to 429.111; and,

WHEREAS, pursuant to Resolution 2020-xx passed by the Council January 7, 2020, the consultant City Engineer Brad Reifsteck, WSB & Associates, prepared and published the advertisement for bids and received bids; and,

WHEREAS, on February 6, 2020 bids were opened and tabulated according to law, and the following bids were received complying with the advertisement:

WHEREAS, it appears that OMG Midwest, Inc. dba MN Paving & Materials is the lowest responsible bidder with a grand total bid of \$387,567.00.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GRANT, MINNESOTA:

1. The Mayor and City Administrator are hereby authorized and directed to enter into the attached contract with OMG Midwest, Inc. dba MN Paving & Materials of Rogers Minnesota in the name of the City of Grant for the improvement of 2020 Street Improvements Project according to the plans and specifications therefor approved by the city council and on file in the office of the city clerk.

ADOPTED this 7th day of April, 2020.		
Attest:	Jeff Huber, Mayor	
Kim Points, 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 31, 2020

Re: 2020 Street Improvements Project - Bond Issuance

Actions to be considered:

To declare the intent of the City of Grant to reimburse certain expenditures from the proceeds of bonds to be issued by the City.

Facts:

Following a public hearing, the City Council ordered the public improvements included in the project at the November 4, 2019 regular council meeting.

City Council accepted plans and specifications and authorized advertisement for bids at the January 7th council meeting.

Final project costs were declared to be assessed at the March 3rd council meeting in the amount of \$422, 760.00. The City has budgeted and is contributing \$42,320.00 to the project costs.

Following a public assessment hearing, the City Council certified the final assessment roll for the project.

The Council intends to use a combination of general fund tax revenue and special assessments to assist in financing the project. The City expects to reimburse the expenditures made for the project costs through the issuance of the bonds.

Assessments are proposed to be paid in equal annual installments over 15 years for single family residential property, beginning in January 2021 with an annual interest rate of 4.50 percent per annum. The annual interest rate earned will be used to pay for the issuance and administration of the bonds.

Action: Discussion. Adopt Resolution

Attachments: Resolution declaring the official intent of Grant to reimburse certain

expenditures form the proceeds of bonds to be issued by the City.

CITY OF GRANT RESOLUTION NO. 2020-18

DECLARING THE OFFICIAL INTENT OF GRANT TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF BONDS TO BE ISSUED BY THE CITY

WHEREAS, the City Council ("Council") of the City of Grant, Minnesota ("City") discussed and identified its Fiscal Year 2020 Street Improvements project ("Project"); and

WHEREAS, the Projects, project area and activity, and their estimated costs are identified as:

Project: Janero Court N. 96th Street N., Justen Trail N., Grenelefe Ave. N.

<u>Project Area</u>: Janero Court west of 96th Street. 96TH Street N. west of Justen Trail. Justen Trail North of Highway 96 to Joliet Ave. N. Grenelefe Ave north of Indian Hills Trail to 117th Street N.

Activity: Street reconstruction and reclamation.

Estimated Cost: \$422,760.00

WHEREAS, the Council intends to use a combination of General Fund tax revenues and special assessments to assist in financing of the identified Projects; and

WHEREAS, the Internal Revenue Service has issued Treas. Reg. § 1.150-2 (the "Reimbursement Regulations") providing that proceeds of tax-exempt bonds used to reimburse prior expenditures will not be deemed spent unless certain requirements are met; and

WHEREAS, the City expects to incur certain expenditures that may be financed temporarily from sources other than bonds, and reimbursed from the proceeds of a tax exempt bond; and

WHEREAS, the City has determined to make this Declaration of Official Intent ("Declaration") to reimburse certain costs from proceeds of bonds in accordance with the Reimbursement Regulations; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANT, MINNESOTA that the City proposes to undertake the Projects as described above in City Fiscal Year 2020.

BE IT FURTER RESOLVED, the City reasonably expects to reimburse the expenditures made for certain costs of the Projects from the proceeds of bonds in an estimated maximum principal amount of \$500,000, and that all reimbursed expenditures will be capital expenditures, costs of issuance of the bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.

BE IT FURTER RESOLVED, this Declaration has been made not later than 60 days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of bonds.

BE IT FURTER RESOLVED, this Declaration is an expression of the reasonable expectations of the City based on the facts and circumstances known to the City as of the date hereof. The anticipated original expenditures for the Project and the principal amount of the bonds described in paragraph 2 are consistent with the City's budgetary and financial circumstances. No sources other than proceeds of bonds to be issued by the City are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside pursuant to the City's budget or financial policies to pay such Project expenditures.

BE IT FURTER RESOLVED, this Declaration is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

ADOPTED this 7 th day of April, 2020.		
Attest:	Jeff Huber, Mayor	
Kim Points, City Clerk		



now joined with Springsted and Umbaugh

Baker Tilly Municipal Advisors, LLC 380 Jackson St., Ste 300 St. Paul, MN 55101 United States of America

T: +1 (651) 223 3000 F: +1 (651) 223 3046 bakertilly.com

March 31, 2020

City of Grant Mayor Huber and City Council Ms. Kim Points, Administrator/Clerk 111 Wildwood Road PO Box 577 Willernie, MN 55090

Dear Mayor Huber, City Council and Ms. Points:

Attached is a letter agreement to confirm our understanding of the basis upon which Baker Tilly Municipal Advisors, LLC ("Baker Tilly") is being engaged by the City of Grant, Minnesota (the "Client") to assist the City with municipal advisory services.

In particular, to assist with issuing general obligation assessment bonds or reconstruction bonds to finance the Janero Court west of 96th Street. 96TH Street N. west of Justen Trail. Justen Trail North of Highway 96 to Joliet Ave. N. Grenelefe Ave north of Indian Hills Trail to 117th Street N project.

Baker Tilly was formerly Springsted, Incorporated and has over 60 years of experience and Ms. Heaton, Municipal Advisor has assisted with over 500 bond issues.

Our service is comprehensive including preparing structures, with your bond counsel to draft all necessary documents, help with any hearings, prepare RFP's for financial institutions or banks, select the best proposal or offer, negotiate the terms, and close on the transaction in a timely manner.

Our fee for this transaction is a maximum of \$9900 plus any out of pocket expenses. Due to the COVID-19 epidemic, we are doing our work remotely instead in-person meeting and have stopped printing offering documents, so we expect those to be minimal, if any.

Please let me know if you have any questions or if I can be of further assistance.

Respectfully,

Terri Heaton Principal



now joined with Springsted and Umbaugh

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March 31, 2020

City of Grant Kim Points, Administrator/Clerk 111 Wildwood Road PO Box 577 Willernie, MN 55090

Dear Ms. Points,

This letter agreement is to confirm our understanding of the basis upon which Baker Tilly Municipal Advisors, LLC ("Baker Tilly") is being engaged by the City of Grant, Minnesota (the "Client") to assist the City with municipal advisory services.

Our Understanding of Your Needs

Based on our initial discussions and subject to confirmation, the City would like Baker Tilly to serve as its Municipal Advisor for bond issuance services and other complementary and/or ancillary services as requested.

Scope, Objectives and Approach

A team approach, which uses a combination of your personnel and ours, is critical to the success of the engagement. Your organization and its team members bring the knowledge of your jurisdiction and we bring overall, a deep understanding of municipal advisory services. Our suggested approach is indicated below.

It is anticipated that projects undertaken will be at the request of the City. This engagement letter details our approach to the various services Baker Tilly provides. Projects requiring a scope of services different than what is contained herein will be detailed in a work plan providing a customized scope and budget covered under addendums to this letter agreement. The scope of this engagement includes the following:

- 1. General Municipal Advisory Services
- 2. Securities Issuance

Appendix A of this letter agreement contains a detailed scope of services for the above.

Compensation for Services

Services to facilitate a negotiated private placement or direct placement bank loan will commence upon execution of this engagement letter and our one-time professional fee will be \$9,900.

Standard Business Terms and Conditions

Appendix B contains the Baker Tilly Municipal Advisors, LLC Standard Business Terms along with its Exhibit A which contains important "municipal advisor" regulatory disclosures regarding actual, potential or perceived conflicts of interest, legal and disciplinary events.

This letter and the attached terms and conditions comprise the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. If any provision of this letter is determined to be unenforceable, all other provisions shall remain in force.

If this is in agreement with your understanding, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Signature Section:

The services and terms as set forth in this statement of work are agreed to by:

City of Grant, Minnesota

Date: __

APPENDIX A Baker Tilly Municipal Advisors, LLC

SCOPE OF SERVICES

A. General Municipal Advisory Services

Unless otherwise agreed to by the parties, in connection with any request for services relative to any financial topic, new project concept planning or other financially related topic or project (each referred to herein as a "Project"), the Advisor shall perform the following services, as applicable:

- 1. Provide general financial advice relative to a Project.
- 2. Survey the resources available to determine the financial feasibility of a Project.
- Assist in the development of a plan or plans for a particular Project that may be available and appropriate for such Project.
- 4. Recommend to the Client a plan for any Project.
- Advise the Client on current market conditions, federal, state or other law considerations, and other general information and economic data that might be relevant to any Project.
- 6. Assist Client in coordinating the activities between various parties to any Project as needed.
- 7. Assist Client in selecting and, working with, members of a working group to procure services deemed necessary to a Project. Services that may be procured may include, but are not limited to: general counsel; special tax counsel; credit facilities; credit rating; and engineering or design services.
- 8. Assist with the review of all documents, including but not limited to any governing body resolutions, purchase agreement, and any other relevant documents.
- 9. Assist the Client with other components of a Project as requested and agreed upon.
- Coordinate with the proper parties and oversee the completion of each Project.

B. Securities Issuance

Unless otherwise agreed to by the parties, in connection with any request for services relative to any new money issuance, refunding of a prior issuance or other financings (each referred to herein as a "Transaction"), the Advisor shall perform the following services, as applicable:

- 1. Provide general financial advice relative to any Transaction.
- 2. Survey the financial resources of the Client to determine its borrowing capacity and analyze existing debt structure as compared to the existing and projected sources of revenues.
- Assist in the development of a plan or plans for the financing or refinancing of any improvements through
 the issuance of general bond obligations, loans and/or notes, school bonds, revenue or refunding bonds,
 or other type of financing alternatives that may be available and appropriate for the particular issuance
 ("Debt Obligations").
- 4. Recommend to the Client an amount, the maturity structure, call provisions, pricing, and other terms and conditions of the Debt Obligation.
- 5. Advise the Client on current market conditions, forthcoming bond, loans and note issues, federal, state or other tax law considerations, and other general information and economic data that might normally be expected to influence the interest rates of the financing.

- 6. Assist the Client in the analysis of and the selection of a credit rating firm or Firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.
- 7. Advise the Client on utilizing credit enhancement and provide assistance in seeking such credit enhancement if, in the opinion of the Advisor, such credit enhancements would be advantageous to the Client.
- 8. Assist Client in coordinating the financing activities between various parties to any Transaction as needed.
- 9. Assist Client in selecting and, working with, members of a working group to procure services deemed necessary to the issuance or post-issuance requirements of the Debt Obligation. Services that may be procured may include, but are not limited to: bond counsel; special tax counsel; disclosure counsel; trustee selection; paying agent selection; credit facilities; underwriter; and printing services.
- 10. Assist with the review of all financing documents, including but not limited to the preliminary and final offering statement, any governing body resolutions, purchase agreement, and any official notice of sale.
- 11. Communicate with potential underwriters or investors, as appropriate to any Transaction, to ensure that each is furnished with the information they need to render an independent, informed purchase or investment decision concerning the Client's proposed financing.
- 12. Coordinate with the proper parties and oversee the closing process so as to ensure the efficient delivery of the Debt Obligations to the applicable purchaser.

Appendix B Baker Tilly Municipal Advisors, LLC Standard Business Terms

These Standard Business Terms ("Terms") govern the services provided by Baker Tilly Municipal Advisors, LLC ("Baker Tilly", "we", "us" or "our") set forth in the Engagement Letter or Statement of Work to which these Terms are attached (the "Services"). These Terms, together with the Engagement Letter or Statement of Work to which they are attached, constitute the entire understanding and agreement between the client identified on such Engagement Letter or Statement of Work (the "Client") and Baker Tilly with respect to the Services described in the Engagement Letter or Statement of Work (collectively, the Engagement Letter or Statement of Work and these Terms are referred to as the "Agreement") and supersede and incorporate all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. If there is a conflict between these Terms and the terms of any Engagement Letter or Statement of Work, these Terms shall govern.

Section 1. Confidentiality

With respect to this Agreement and any information supplied in connection with this Agreement and designated by the disclosing party (the "Disclosing Party") as "Confidential Information" either by marking it as "confidential" prior to disclosure to the receiving party (the "Recipient") or, if such information is disclosed orally or by inspection, then by indicating to the Recipient that the information is confidential at the time of disclosure and confirming in writing to the Recipient, the confidential nature of the information within ten (10) business days of such disclosure, the Recipient agrees to: (i) protect the Confidential Information in the same manner in which it protects its confidential information of like importance, but in no case using less than reasonable care; (ii) use the Confidential Information only to perform its obligations under this Agreement; and (iii) reproduce Confidential Information only as required to perform its obligations under this Agreement. This section shall not apply to information which is (A) publicly known, (B) already known to the recipient; (C) disclosed to a third party without restriction; (D) independently developed; or (E) disclosed pursuant to legal requirement or order, or as is required by regulations or professional standards governing the Services performed. Subject to the foregoing, Baker Tilly may disclose Client's Confidential Information to its subcontractors and subsidiaries.

Section 2. Deliverables

(a) Materials specifically prepared by Baker Tilly for Client as a deliverable under an Engagement Letter or Statement of Work (each a "Deliverable") may, when fully paid for by Client, be used, copied, distributed internally, and modified by Client but solely for its internal business purposes. Client shall not, without Baker Tilly's prior written consent, disclose to a third party, publicly quote or make reference to the Deliverables. Baker Tilly shall retain all right, title and interest in and to: (i) the Deliverables, including but not limited to, all patent, copyright, trademark and other intellectual property rights therein; and (ii) all methodologies, processes, techniques, ideas, concepts, trade secrets and know-how embodied in the Deliverables or that Baker Tilly may develop or supply in connection with this Agreement (the "Baker Tilly Knowledge"). Subject to the confidentiality restrictions contained in Section 1 and fiduciary obligations as set forth in applicable law or regulation, Baker Tilly may use the Deliverables and the Baker Tilly Knowledge for any purpose.

(b) The documentation for this engagement, including the workpapers, is not part of the Deliverables, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to regulators, Client hereby authorizes us to do so.

Section 3. Acceptance

Client shall accept Deliverables which (i) substantially conform to the specifications in the Engagement Letter or Statement of Work or (ii) where applicable, successfully complete the mutually agreed to acceptance test plan described in the Engagement Letter or Statement of Work. Client will promptly give Baker Tilly written notification of any non-conformance of the Deliverables with such requirements ("Non-conformance") within thirty (30) days following delivery of such Deliverables, and Baker Tilly shall have a reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance so that the Deliverables substantially conform to the specifications. If Client uses the Deliverable before acceptance, fails to promptly notify Baker Tilly of any Non-conformance within such 30-day period, or delays the beginning of acceptance testing more than five (5) business days past the agreed upon date for the start of such acceptance testing as specified or otherwise

determined under the Engagement Letter or Statement of Work, then the Deliverable shall be deemed irrevocably accepted by the Client.

Section 4. Standards of Performance

(a) Baker Tilly shall perform its Services in conformity with the terms expressly set forth in this Agreement and all applicable laws and regulations governing the Services. Accordingly, our Services shall be evaluated on our substantial conformance with such terms and standards. Any claim of nonconformance (and applicability of such standards) must be clearly and convincingly shown. Client acknowledges that the Services will involve the participation and cooperation of management, officials and others of Client. Unless required by professional standards or Client and Baker Tilly otherwise agree in writing, Baker Tilly shall have no responsibility to update any of its work after its completion.

(b) It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for all management decisions and functions relating to the proposed transactions and for designating one or more individuals with suitable skill, knowledge and experience to oversee the Services provided hereunder.

Section 5. Warranty

(a) Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement and any Engagement Letter or Statement of Work entered into pursuant hereto and the person signing this Agreement or such Engagement Letter or Statement of Work on behalf of each party hereto has been properly authorized and empowered to enter into this Agreement.

(b) Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Baker Tilly to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of Client's information technology system upon which or related to which Baker Tilly provides Services under this Agreement.

(c) Baker Tilly warrants that any Services that it provides to Client under this Agreement and any Engagement Letter or Statement of Work will be performed in accordance with generally accepted industry standards of care and competence and all applicable laws and regulations governing the Services. Client's sole and exclusive remedy for a breach of Baker Tilly's warranty will be for Baker Tilly, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee Client paid for the Services that are in breach of Baker Tilly's warranty. Client must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Baker Tilly's warranty are performed. This warranty is voided in the event that Client makes alterations to the Services provided by Baker Tilly or to the environment in which the Services are used (including the physical. network and systems environments) that are not authorized in writing by Baker Tilly. If Client does not notify Baker Tilly of a breach of Baker Tilly's warranty during that 30-day period, Client will be deemed to have irrevocably accepted the Services.

(d) Baker Tilly does not warrant any third-party product (each, a "Product"). All Products are provided to Client by Baker Tilly or otherwise "AS IS," provided that, if the review of a recommendation of a Product is requested by the Client and within the scope of the Engagement Letter or Statement of Work, Baker Tilly will determine, based on the information obtained through its diligence, whether the Product is suitable for the Client and the basis therefore. Client, recognizing that Baker Tilly is not the provider of any Product, expressly waives any claim that Client may have against Baker Tilly based upon any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual

Baker Tilly Municipal Advisors, LLC Standard Business Terms (cont.)

property right (each a "Claim") with respect to any Product and also waives any right to indemnification from Baker Tilly against any such Claim made against Client by another. Client acknowledges that no employee of Baker Tilly or any other party is authorized to make any representation or warranty on behalf of Baker Tilly that is not in this Agreement.

(e) This Section 5 is Baker Tilly's only warranty concerning our Services and any Deliverable, and is made expressly in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability, ACCURACY, TITLE, non-infringement, or fitness for a particular purpose, or otherwise.

Section 6. Limitation on Damages and Indemnification

(a) The liability (including attorney's fees and ALL other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Agreement shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law or regulation, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for ANY lost profits, LOST business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages DELAYS, INTERRUPTIONS, OR VIRUSES arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages.

(b) As Baker Tilly is performing the Services solely for the benefit of Client, Client will indemnify Baker Tilly, its subsidiaries, affiliates and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including reasonable attorneys' fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the Services, Client's use of the Deliverables, or this Agreement.

(c) In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

(d) Because of the importance of the information that Client provides to Baker Tilly with respect to Baker Tilly's ability to perform the Services, Client hereby releases Baker Tilly, its subsidiaries, affiliates and their present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the Services, that arise from or relate to any information, including representations by management, provided by Client, its personnel or agents, that is not complete, accurate or current.

(e) Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this

(f) The terms of this Section 6 shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort, or any form of negligence, whether of Client, Baker Tilly or others), provided that nothing herein shall constitute a waiver or limitation of any rights which the Client may have under applicable U.S. federal securities laws, or any other laws whose applicability is not permitted to be contractually waived. The Client understands that it should consult independent legal counsel to determine if it has a non-waivable claim against Baker Tilly. These terms shall also continue to apply after any termination of this Agreement.

(g) Client accepts and acknowledges that any legal proceedings arising from or in conjunction with the Services must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as to the time of discovery of any claim.

Section 7. Personnel

During the term of this Agreement, and for a period of six (6) months following the expiration or termination thereof, neither party will actively solicit the employment of the personnel of the other party involved directly with providing Services hereunder. Both parties acknowledge that the fee for hiring personnel from the other party, during the term of this Agreement and within six (6) months following completion, will be a fee equal to the hired person's annual salary at the time of the violation so as to reimburse the party for the costs of hiring and training a replacement.

Section 8. Termination

(a) This Agreement may be terminated at any time by either party upon written notice to the other. However, upon termination of this Agreement, this Agreement will continue to remain in effect with respect to any Engagement Letter(s) or Statement(s) of Work already issued at the time of such termination, until such Engagement Letter(s) or Statements of Work are themselves either terminated or the performance thereunder is completed.

(b) This Agreement and all Engagement Letters or Statements of Work may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors.

(c) Client shall pay Baker Tilly for all Services rendered and expenses incurred as of the date of termination.

(d) Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, limitation of liability, confidentiality, ownership of work product, and survival of obligations, any accrued rights to payment and remedies for breach of this Agreement shall survive the expiration or termination of this Agreement or any Engagement Letter or Statement of Work.

Section 9. Dispute Resolution
(a) Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Agreement as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement shall be resolved as set forth in this Section 9 using the following procedure: In the unlikely event that differences concerning the Services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act ("FAA") and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre-hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from AAA, JAMS, the Center for Public Resources, or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. The arbitration proceeding, and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim would be barred under the applicable statute of limitations.

Baker Tilly Municipal Advisors, LLC Standard Business Terms (cont.)

(b) Because a breach of any the provisions of this Agreement concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this Section 9 in order to seek injunctive or declaratory relief.

Section 10. Force Majeure

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision ("Force Majeure Event"), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

Section 11. Taxes

Baker Tilly's fees are exclusive of any federal, national, regional, state, provincial or local taxes, including any VAT or other withholdings, imposed on this transaction, the fees, or on Client's use of the Services or possession of the Deliverable (individually or collectively, the "Taxes"), all of which shall be paid by Client without deduction from any fees owed by Client to Baker Tilly. In the event Client fails to pay any Taxes when due, Client shall defend, indemnify, and hold harmless Baker Tilly, its officers, agents, employees and consultants from and against any and all fines, penalties, damages, costs (including, but not limited to, claims, liabilities or losses arising from or related to such failure by Client) and will pay any and all damages, as well as all costs, including, but not limited to, mediation and arbitration fees and expenses as well as attorneys' fees, associated with Client's breach of this Section 11

Section 12. Notices

Any notice or communication required or permitted under this Agreement or any Engagement Letter or Statement of Work shall be in writing and shall be deemed received (i) on the date personally delivered; or (ii) the date of confirmed receipt if sent by Federal Express, DHL, UPS or any other reputable carrier service, to applicable party (sending it to the attention of the title of the person signing this Agreement) at the address specified on the signature page of this Agreement or such other address as either party may from time to time designate to the other using this procedure.

Section 13. Miscellaneous

(a) This Agreement and any Engagement Letters or Statement(s) of Work constitute the entire agreement between Baker Tilly and Client with respect to the subject matter hereof and supersede all prior agreements, promises, understandings and negotiations, whether written or oral, regarding the subject matter hereof. No terms in any Client purchase order that are different from, or additional to, the terms of this Agreement will be accorded any legal effect and are specifically hereby objected to by Baker Tilly. This Agreement and any Engagement Letter or Statement of Work cannot be amended unless in writing and signed by duly authorized representatives of each party. Headings in this Agreement are included for convenience only and are not to be used to construe or interpret this Agreement.

(b) In the event that any provision of this Agreement or any Engagement Letter or Statement of Work is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement or such Engagement Letter or Statement of Work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Agreement would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

(c) Neither this Agreement, any Engagement Letter or any Statement of Work, any claims nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Agreement and any Engagement Letter or Statement of Work to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interests or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Agreement.

(d) The validity, construction and enforcement of this Agreement shall be determined in accordance with the laws of the State of Illinois, without reference to its conflicts of laws principles, and any action (whether by arbitration or in court) arising under this Agreement shall be brought exclusively in the State of Illinois. Both parties consent to the personal jurisdiction of the state and federal courts located in the State of Illinois.

(e) The failure of either party at any time to enforce any of the provisions of this Agreement or an Engagement Letter or Statement of Work will in no way be construed as a waiver of such provisions and will not affect the right of party thereafter to enforce each and every provision thereof in accordance with its terms.

(f) Client acknowledges that: (i) Baker Tilly and Client may correspond or convey documentation via Internet e-mail unless Client expressly requests otherwise, (ii) neither party has control over the performance, reliability, availability, or security of Internet e-mail, and (iii) Baker Tilly shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail.

(g) Except to the extent expressly provided in the Engagement Letter or Statement of Work to the contrary, no third-party beneficiaries are intended under this Agreement.

(h) Important disclosures relating to Baker Tilly, potential conflicts of interest and legal and disciplinary events are attached as Exhibit A to these Terms and may be updated from time to time.

(i) Baker Tilly Municipal Advisors, LLC is a wholly owned subsidiary of Baker Tilly Virchow Krause, LLP. Baker Tilly Virchow Krause, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity, and each describes itself as such. Baker Tilly Virchow Krause, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International, Baker Tilly Virchow Krause, LLP, Baker Tilly Investment Services, LLC, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Acknowledgement: The Standard Business Terms above, and Exhibit A hereto, correctly sets forth the understanding of the Client	nt.
Accepted by:	
Signature:	
Title:	
Date:	

Page 3 of 4 Rev.March.2019

Baker Tilly Municipal Advisors, LLC Standard Business Terms

Exhibit A

Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly and its affiliates, including but not limited to Baker Tilly Virchow Krause, LLP, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, are free to render municipal advisory and other financial services to others and that Baker Tilly does not make its municipal advisory services available exclusively to the Client.

Conflicts of Interest

Contingent Fee. The fees to be paid by the Client to Baker Tilly are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because Baker Tilly may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, Baker Tilly may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. Baker Tilly manages and mitigates this conflict primarily by adherence to the fiduciary duty which it owes to the Client which require Baker Tilly to put the interests of the Client ahead of its own and its duty of fair dealing that it owes to obligated person clients which require it to deal fairly with all persons.

Hourly Fee Arrangements. Under an hourly fee form of compensation, Baker Tilly will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if Baker tilly and the Client do not agree on a maximum fee under the Engagement Letter or Statement of Work because Baker Tilly will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Affiliated Entities. Baker Tilly's affiliate, Baker Tilly Investment Services, LLC ("BTIS"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly's parent company, Baker Tilly Virchow Krause, LLP ("BTVK"), may provide services to the Client in connection with human resources consulting, including, but not limited to, executive search and community survey services. In such instances, such services will be provided under a separate engagement, for an additional fee. Certain executives of the Client may have been hired after utilizing the services of BTVK and may make decisions about whether to engage the services of Baker Tilly. Notwithstanding the foregoing, Baker Tilly may recommend the use of BTVK, but Client shall be under no obligation to retain BTVK or to otherwise utilize BTVK relative to the Client's activities. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship and adherence to Baker Tilly's fiduciary duty to the Client.

No additional conflicts of interest have been identified by Baker Tilly. To the extent any such material conflicts of interest arise after the date of this Agreement, Baker Tilly will provide information with respect to such conflicts in the form of a supplement or amendment to this Exhibit A.

Legal and Disciplinary Events

Baker Tilly is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC) and the Municipal Securities Rulemaking Board ("MSRB"). As part of this registration, Baker Tilly is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Baker Tilly. Pursuant to MSRB Rule G-42, Baker Tilly is required to disclose any legal or disciplinary event that is material to the Client's evaluation of Baker Tilly or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving Baker Tilly. Copies of Baker Tilly filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at https://www.sec.gov/edgar/searchedgar/companysearch.html and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

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STAFF REPORT

TO: Mayor and City Council

Kim Points, City Administrator/Clerk

CC: David Snyder, City Attorney

From: Jennifer Haskamp, Consulting City

Planner

Date: March 30, 2020

RE: Amendment to Chapter 12

Environment, Chapter 32 Zoning for

Septic System Setbacks

Information & Background

Over the past five years the City has received and processed several variances from wetland setbacks for the installation of replacement individual subsurface sewage treatment systems on existing non-conforming lots. The City's septic system setbacks are provided in Section 12-260 subsection (1) which requires all structures and sewage systems to be setback 75-feet from the Ordinary High-Water Level of any unclassified waterbody, which has generally been interpreted to include most delineated wetlands. The City's required setback is not consistent with the watershed district regulations which consequently causes confusion for property owners and septic installers doing work in the City. During the City's 2020 goal setting session both the Planning Commission and City Council identified the amendment of the applicable ordinances related to this issue as a priority.

While the issue has been most pronounced for legally non-conforming lots (particularly small lots in subdivisions developed in the 1960s), the proposed amendments will apply to all lots and installation of any new individual subsurface sewage treatment system.

Staff has prepared the attached draft Ordinance for your review and consideration. A summary of the Ordinance changes are as follows:

- Chapter 12, Section 12-260 subsection (a)(1) is amended to add wetland types. Currently "Unclassified waterbodies" covers any, and all wetlands, without definition. The table will be updated to specifically identify Wetland Types 3, 4 and 5 consistent with Section 12-261 subsection (d)(1)(c).
 - O Add subsection 12-260(a)(3) Individual Sewage Treatment Systems setback from wetland areas. This section specifically references that setbacks shall be consistent with the watershed district in which the property is located. If the watershed district does not have a setback requirement, then the system shall be setback a minimum of 50-feet from the delineated wetland edge.
- Chapter 32, Section 32-183 is amended to clearly define the County as the permitting authority.
- Chapter 32, Section 32-246 subsection (a) Dimensional Requirements is amended to add a reference for Subsurface Sewage Treatment Systems setbacks.

Public Hearing

A duly noticed public hearing was posted for March 17, 2020 at 6:30 PM. Since the proposed changes are applicable to all properties and/or zoning districts, individual letters were not provided. Due to the coronavirus outbreak, the City's Planning Commission meeting was cancelled. This agenda item was deemed



to be acceptable to move forward to the City Council, provided a public hearing is held during the upcoming City Council meeting. It is prudent for the City to make the revisions/amendments as soon as possible given that Spring is here (hopefully) and residents will likely be requesting septic permits soon.

Requested Action

Staff is requesting the City Council review the draft ordinance as presented and provide comments and/or recommend changes. The draft ordinance is attached for your review and consideration.

Attachments:

Attachment A: Draft Ordinance 2020-61

CITY OF GRANT

WASHINGTON COUNTY, MINNESOTA

ORDINANCE 2020-61

An Ordinance Amending the Grant Code of Ordinances

Amending Section 12-260 (a) Placement of Structures on lots; Section 32-183 Septic Permits and

Section 32-246 Dimensional requirements.

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

SECTION 1. AMENDMENT OF CHAPTER 12, ENVIRONEMENT, OF THE CITY'S CODE OF ORDINANCES.

That City Code Chapter 12, Article VII, Section 12-260 "Structure and sewer setback and other design criteria; (a) Placement of structures on lots", is hereby AMENDED to ADD the following identified as <u>underlined</u>, and AMENDED to DELETE as <u>strikethrough</u>:

- (a) Placement of structures on lots. When more than one setback applies to a site, all structures and facilities must be located to meet all setbacks.
 - (1) Structure and on-site sewage system setbacks from ordinary high-water level. The following setbacks apply in regard to structures and sewage systems by classes of public waters:

		Setbacks (in feet)
Classes of Public Waters	Structures	Sewage systems
Natural Environment	200	150
Unclassified waterbodies	75	75
Tributary Streams	200	150
Recreational development	100	75
Wetland, Types: 3, 4, 5	<u>75</u>	See Subsection (3) of this section.

- (2) No changes.
- (3) On-site sewage system setbacks from Wetlands of Type 3, 4 or 5. The setback of any on-site subsurface sewage treatment system shall be determined from the Watershed District in which the property is located. If no setback requirement exists within the Watershed District's adopted rules and regulations, then the subsurface sewage

treatment system shall be setback a minimum of 50-feet from the delineated wetland edge.

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

That City Code Chapter 32, Article II, Section 32-183 Septic Permit is hereby AMENDED to ADD the following identified as underlined, and AMENDED to DELETE as strikethrough:

Sec. 32-183. Septic Permit.

- (a) No change.
- (b) A septic permit shall be issuedobtained from Washington County only after proof is furnished by the applicant that a suitable on-site sewage treatment and disposal system can be installed on the site that meets all of the City's dimensional standards as contained within this Chapter, and within Section 12-260 and the applicable Sections of Chapter 30 Subdivisions. Such system shall conform to all of the requirements of the city's county's on-site subsurface sewage treatment and disposal regulations, including percolation tests and borings.

SECTION 3. AMENDMENT OF CHAPTER 32, ZONING, OF THE CITY'S CODE OF ORDINANCES.

That City Code Chapter 32, Article II, Section 32-246 "Minimum area, maximum height and other dimensional requirements" is hereby AMENDED to ADD the following identified as <u>underlined</u>, and AMENDED to DELETE as <u>strikethrough</u>:

(a) Dimensional requirements. The following chart sets out the minimum, area, maximum height and other dimensional requirements of each zoning district.

			Zonin	g Distric	t	
	AP	A-1	A-2	R-1	C	GC
Minimum Setbacks						
Structural Setback from Wetland Type 3, 4, or 5	<u>75</u>	<u>75</u>	<u>75</u>	75	75	75
Subsurface Treatment System from Wetland Type 3, 4, or 5 ⁸	<u>50</u>	<u>50</u>	<u>50</u>	<u>50</u>	<u>50</u>	<u>50</u>

⁸ See Chapter 12, Section 12-260 subsections (1) and (3).

SECTION 2. SEVERABILITY.

In the event that a 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 3. EFFECTIVE DATE.

This ordinance takes effect upon its adoption and publication according to law.	
	econded
by Council member, the following upon roll call:	
Voting AYE:	
Voting NAY:	
Whereupon said Ordinance was declared passed adopted thisday of, 2020.	
Jeff Huber, Mayor	
Attest: Kim Points, City Clerk	

CITY OF GRANT WASHINGTON COUNTY, MINNESOTA

RESOLUTION NO. 2020-15

A RESOLUTION OF THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA, PROVIDING FOR THE SUMMARY PUBLICATION OF ORDINANCE NO. 2020-61

WHEREAS, On April 7, 2020 at the regular Grant City Council meeting, by majority vote, the City Council adopted Ordinance No. 2020-61 amending Section 12-260 (a) Placement of Structures on lots; Section 32-183 Septic Permits and Section 32-246 Dimensional Requirements; and

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

WHEREAS, the City Council for the City of Grant has determined that publication of the title and a summary of Ordinance No. 2020-61 would clearly inform the public of the intent and effect of the Ordinance; and

WHEREAS, the City Council for the City of Grant has reviewed the summary of Ordinance No. 2020-61 attached and incorporated herein as **Exhibit A**; and

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

- 1. Approves the text of the summary of Ordinance No. 2020-61 attached as **Exhibit A**.
- 2. Directs the City Clerk to post a copy of the entire text of Ordinance No. 2020-61 in all public locations designated by the City Council.
- 3. Directs the City Clerk to publish the summary in the City's legal newspaper within ten days.
- 4. Directs the City Clerk to file the executed Ordinance upon the books and records of the City along with proof of publication.

Dated this 7 th day of April 2020.		
	Jeff Huber, Mayor	

ATTEST:

Kim Points, City Clerk

EXHIBIT A

Ordinance Summary

Ordinance No. 2020-61

AN ORDINANCE AMENDING CHAPTER 12 ENVIRONMENT SECTION 12-260
(a) Placement of Structures on lots; CHAPTER 32 ZONING SECTIONS 32-183
Septic Permits and 32-246 Dimensional Standards, FOR THE CITY OF GRANT,
MINNESOTA

On April 7, 2020 the City of Grant adopted an ordinance to amend Chapter 12 Environment Section 12-260 (a) Placement of Structures on lots to amend the required setback of a subsurface sewage treatment system from a wetland to follow the requirements of the watershed district in which the property is located. If no setback is identified in the applicable watershed district, then a minimum of a 50-foot setback shall be maintained. Amendments to Chapter 32 Sections 32-183 and 32-246 were revised for consistency with the amended setback standard.

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

RESOLUTION NO. 2020-14

CITY OF GRANT WASHINGTON COUNTY, MINNESOTA

A RESOLUTION OF THE CITY OF GRANT REGARDING IN PERSON MEETINGS OF THE CITY COUNCIL AND PLANNING COMMISSION

WHEREAS, the City of Grant, under Minnesota Statutes, Section 13D.021, though its chief legal, administrative and executive officers, declares that in person meetings of the City Council and Planning Commission, are not practical or prudent due to the COVID-19 health pandemic and the peacetime emergency declared by Governor Walz pursuant to Minnesota Statutes, Chapter 12.

NOW, THEREFORE, BE IT RESOLVED, as follows:

- 1. The City Council hereby directs that meetings of the City Council and Planning Commission may be conducted by telephone or other electronic means, and hereby directs City Staff to take such action as may be necessary to enable such meetings to occur via telephone or other electronic means pursuant to Minnesota Statutes, Section 13D.021, until such time as it is no longer impractical or imprudent to resume in-person meetings.
- 2. Be it further resolved that the Mayor and City Clerk are hereby authorized to sign all documents necessary to effectuate the intent of this Resolution.

Passed and adopted by the City Council for the City of Grant this 7th day of April, 2020.

	Jeff Huber, Mayor	
Kim Points, Administrator/Clerk		

Resolution No. 2020-13

Resolution to Approve On-Sale/Sunday Liquor License for Nicholson-Stillwater Oaks, LLC (DBA: Stillwater Oaks)

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grant that the City Council does herby approve issuance of an On-Sale/Sunday Intoxicating Liquor License to the applicant listed below for the period of April 7, 2020 through December 31, 2020

Stillwater Oaks Golf Course 11177 McKusick Road Stillwater, MN 55082 Licensee: Jeff Keating

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

PASSED: April 7th, 2020 by the City Council of the City of Grant.

Huber, Mayor

City Council Report for March 2020

To: Honorable Mayor & City Council Members

From: Jack Kramer Building & Code Enforcement Official

Zoning Enforcement:

1.Ms. Helen Resong 7177 Jocelyn Ln. Violation of City Code Section 12-20 Movable Storage Declared a Public Nuisance, Section 32-320 Reasonable Storage (B), (C), (D) and Section 153.071 Maintenance Standards.

a. The City received a formal complaint regarding excessive outside storage on the property, as well a dilapidated storage shed, where the roof has collapsed.

The City and the County Public Health Department has encountered similar violations on the property in 2005 and 2017. Ms. Resong is elderly and has some mental deficiencies.

I sent her a letter dated March 20,2020 regarding the violation.

Building Permit Activity:

Twenty (20) Building Permits have been issued with a valuation of \$ 908,647.00.

Respectfully submitted,

Jack Kramer

Building & Code Enforcement Official

Grant Master Form	ster Form										
Permit	Permit Type	Name	Project Address	Date Issued	Va	luation:	Valuation: City Fee:		75%	Plar	75% Plan CK Fee:
2020-29	Remodeling	Sowada	524 Maple st.	2/19/2020	. ⊗	65,000.00	\$ 748.75	.75 \$	561.56	€9	486.68
2020-30	HVAC	Westair,Inc	7390-73rd. St.	2/20/2020 N/A	N/A		80	80.00	60.00	€9-	,
2020-31	Pole Bldg.	James	8668 Jamaca Ave.	2/21/2020	30	30,000.00	\$ 442.25	.25 \$	331.68	69	287.46
2020-32	House &n Gar. Allen Homes	Allen Homes	7450-73rd Ct. N.	2/22/2020	\$ 75(750,000.00	\$ 4,421.25	.25	3,315.93	€9	2,873.81
2020-33	HVAC	Stoebner	10670-114th. St.N.	2/25/2020 N/A	N/A		\$ 80	80.00	60.00	49	
2020-34	Windows	Abrhamam	10370 Jody Ave Ct. N.	2/29/2020	\$ 28	28,687.00	\$ 432.15	.15	324.11	မာ	,
2020-25	HVAC	Jacobs	7400 Manning Ave.	3/4/2020	N/A		80	80.00	00.09	69	
2020-26	HVAC	Miller	6395 Keswick Ave.N.	3/6/2020	N/A		\$ 80	80.00	90.09	63	,
2020-27	HVAC	Kurttila	9383-71st St.	3/9/2020	N/A		\$ 80	80.00	60.00	69	
2020-28	Plumbing	Zawadski	7390-73rd. St.	3/12/2020 N/A	N/A		80	80.00	90.00	မာ	
2020-29	HVAC	St Croix Ballet	11520-110th. St N	3/17/2020 N/A	N/A		\$	80.00	90.00	49	
2020-30	HVAC	Allen Homes	7315 Inwood Way	3/19/2020 N/A	N/A		\$ 80	80.00	60.00	S	١,
2020-31	Windows	Renewal	7557-101St. N.	3/19/2020	N/A		80	80.00	60.00	49	1
2020-32	Fireplace	Englebretrson	11260 Lansing Ave.	3/23/2020	N/A		80	80.00	60.00	cs.	
2020-33	Drain Tile	Nettekoven	7815 Lake Elmo Ave.	3/25/2020	8	2,800.00	\$ 83	83.25 \$	62.43	63	
2020-34	HVAC	Schumann	7315 Inwood ave.	3/25/2020	N/A		80	80.00	60.00	69	
2020-35	Plumbing	Allen Homes	7450-73rd. St.N.	3/26/2020	N/A		80	80.00	60.00	49	1
2020-36	HVAC	Sowada	524 Maple St.	3/27/2020	N/A		\$ 80	80.00	90.00	49	
2020-37	Structure Rep	Hilton	9191 Justen Trail	3/27/2020	€9	800.00	\$ 32	32.65	24.48	49	
2020-38	Lean to Add.	Kelly	11294 Dellwood Rd.	3/28/2020	\$ 31	31,360.00	\$ 462.45	45 \$	346.83	છ	300.59
Monthly total	TO TO				\$ 908	908.647.00	\$ 7.662.75	75 \$	5 747 02	¥	2 040 54