

**City of Grant  
City Council Agenda  
January 3, 2012**

*The regular monthly meeting of the Grant City Council will be called to order at 7:00 o'clock p.m. on Tuesday, January 3, 2012, in the Grant Town Hall, 8380 Kimbro Ave. for the purpose of conducting the business hereafter listed, and all accepted additions thereto.*

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF REGULAR AGENDA**
4. **APPROVAL OF CONSENT AGENDA**
  - A. December 6, 2012 City Council Meeting Minutes
  - B. Bill List, \$57,343.42
5. **2011 YEAR END REVIEW, MAYOR CARR**
6. **PUBLIC COMMENT**
7. **STAFF REPORTS**
  - A. City Engineer, Phil Olson
    - i. Manning Court North Access/Warranty Agreement
    - ii. Resolution No. 2012-01, Sign Retroreflectivity Standards and Sign Replacement
    - iii. December Staff Report
  - B. City Planner, Jennifer Haskamp
    - i. December Staff Report
  - C. City Attorney, Nick Vivian
    - i. December Staff Report
  - D. Building Inspector, Jack Kramer (report for December building activities)
8. **OLD BUSINESS**
  - A. Website Items, Mayor Carr
9. **NEW BUSINESS**
  - A. Public Comment Inquiries, Mayor Carr
  - B. 2012 Appointment List
  - C. Ordinance No. 2012- 26, 2012 Fee Schedule
  - D. Resolution No. 2012-02, Summary Publication of 2012 Fee Schedule
  - E. Annual CUP Review List for 2012

**F. 2012 Meeting Schedule**

**G. Road Counters Discussion (discuss how counters will be used)**

**H. Current Ordinance Issues (Council direction regarding any revisions)**

**10. DISCUSSION ITEMS**

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

**B. Other Discussion Items (any updates from staff)**

**i. Schedule Tentative Planning Commission Interviews**

**ii. 2011 Cable Commission Report, Loren Sederstrom**

**11. COMMUNITY CALENDAR JANUARY 4 THROUGH JANUARY 31, 2012:**

**Planning Commission Meeting, Monday, January 16, 2012, Town Hall, 7:00 p.m.**

**12. ADJOURNMENT**

CITY OF GRANT  
MINUTES

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45

**DATE** : December 6, 2011  
**TIME STARTED** : 7:00 p.m.  
**TIME ENDED** : 8:50 p.m.  
**MEMBERS PRESENT** : Councilmember Bohnen, Fogelson, Huber, Potter  
and Mayor Carr  
**MEMBERS ABSENT** : None

Staff members present: City Clerk, Kim Points

**CALL TO ORDER**

Mayor Carr called the meeting to order at 7:00 p.m.

**PLEDGE OF ALLEGIANCE**

**SETTING THE AGENDA**

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

**CONSENT AGENDA**

November 1, 2011 City Council Meeting Minutes	Approved
Bill List, \$82,364.29	Approved
City of Stillwater, 2 <sup>nd</sup> Half Fire Contract, \$58,118.00	Approved
City of Mahtomedi, 4 <sup>th</sup> Quarter Fire Contract, \$27, 902.50	Approved
Cates, Town Hall Project, \$11,234.00	Approved
Bell Trucking, Inc., Town Hall Project, \$9,000.00	Approved
Resolution No. 2011-25, Lot Line Adjustment, 11950 Isleton Ave.	Approved

1 **Council Member Potter moved to approve the Consent Agenda, as presented. Council Member**  
2 **Huber seconded the motion. Motion carried unanimously.**

3  
4 **PUBLIC COMMENT**

5  
6 Mr. Bob Tufty, Jasmine Ave., came forward and advised there is a street sign missing at 63rd Street  
7 and Jarvis.

8 Mr. Larry Lanoux, Keswick Ave., came forward and requested an agenda item be added to the next  
9 Council agenda regarding the school referendum that was passed and is not reflected on current tax  
10 statements. He also asked that the City consider annexing the school boundaries and limiting open  
11 enrollment.

12 Mr. Loren Sederstrom came forward and stated his current show is about aviation and the Flying  
13 Eagles. He noted the latest plowing that occurred within the City was done well. He said the school  
14 was pushed through the City process and he wondered if the school district did get new bids for their  
15 grading work that is currently being done.

16 Mr. Bob Zick, came forward and stated the City can't rest on the Comprehensive Plan to keep the Met  
17 Council out of the City of Grant. He stated he really believes the City has to be prepared to take on  
18 the Met Council.

19 Mr. Mark Wojcik, 110<sup>th</sup> Street, came forward and stated at the last meeting the City Planner was  
20 discussed. He indicated he worked with her through the school district and she did a good job and he  
21 gained a lot of respect for her. However, there may be a more efficient way to handle the City's  
22 planning. He asked the Council to consider that so City dollars are used more wisely. He noted the  
23 need for sirens within the City and planning dollars that are saved could be spent for that.

24  
25 **STAFF REPORTS**

26  
27 **City Engineer, Phil Olson**

28  
29 **Staff Report** – A report was provided for November 2011 City engineering activities, to be placed on  
30 file for review. The Manning Avenue Bridge access was discussed briefly and it was the consensus of  
31 the Council that City Engineer Olson contacts the DNR and addresses the issue of moving the access  
32 to the east of the current location.

33  
34 **City Planner, Jennifer Haskamp**

35  
36 **Staff Report** - A report was provided for November 2011 City planning activities, to be placed on  
37 file for review.

38  
39 **City Attorney, Nick Vivian**

40  
41 **Staff Report** – A report for November 2011 was provided to be placed on file for review.

1 **Building Inspector, Jack Kramer** – A report was from Building Inspector Kramer was provided for  
2 November 2011 to be placed on file for review.

3  
4 **OLD BUSINESS**

5  
6 **Website Items, Mayor Carr** – Mayor Carr advised this item will be on every agenda for comments  
7 and suggestions on the City's website. He noted that some of the City meeting minutes are located  
8 under documents and some under calendar and he has talked to the Webmaster about that issue.

9  
10 Council Member Fogelson advised the City resolutions posted are only through 2007. All resolutions  
11 need to posted.

12  
13 **NEW BUSINESS**

14  
15 **Public Comment Inquiries, Mayor Carr** – Mayor Carr referred to the comments made earlier  
16 regarding the School District, open enrollment, cost of emergency services and the request of having  
17 those issues as an agenda item for the January Council meeting. He stated he does not believe the  
18 City should do battle with the School District in that type of format. He advised he does want to  
19 discuss with them some of those issues if in fact they are costing the City money but he needs that  
20 documentation.

21  
22 Council Member Potter added that he would like to look at the police and fire calls for the whole  
23 City.

24  
25 **Resolution No. 2011-17, Snow Plowing Policy** – Council Member Fogelson advised there is a draft  
26 resolution in the packet reflecting a change to the plowing policy.

27  
28 Council Member Bohnen advised the old resolution regarding that, addressing the policy of snow  
29 removal, states the target is to go out and plow at three inches. In the actual road book, road are  
30 prioritized and some of them the trigger is three inches and some the trigger is two inches. He stated  
31 he would like a uniform target for all roads within the City. He noted the City Engineer does not  
32 promote having a difference in plowing triggers and the map that is in the road book was drawn up  
33 before he was the City Engineer. He stated he believes plowing would be much more efficient in  
34 there was a uniform trigger at two inches.

35  
36 Council Member Huber inquired as to why the trigger would be two inches as opposed to three inches  
37 for the whole City.

38  
39 Council Member Bohnen advised ice does build up on the roads because plows don't go out until two  
40 or three inches. The State and County do go out and plow right away when it snows. Waiting for  
41 three inches results in the snow getting compacted and icing over. The savings that have been offered  
42 with the new plowing contractor allows going out at two inches and staying within the set budget.

43  
44 Mayor Carr stated he believes language should be put in the revision that allows the Road  
45 Commission latitude.

1 Council Member Bohnen stated he would like to change the resolution to two inches. However, the  
2 policy could remain the same as long as it is the consensus of the Council that plowing may be done  
3 at two inches.

4  
5 It was the consensus of the Council to leave the current plowing policy as is but revise the map within  
6 the road book that indicates priority roads for plowing.

7  
8 **Resolution No. 2011-18, Applewood Hills 2012 Liquor License – Council Member Huber moved**  
9 **to adopt Resolution No. 2011-18, as presented. Council Member Fogelson seconded the motion.**  
10 **Motion carried unanimously.**

11  
12 **Resolution No. 2011-19, Gausthause 2012 Liquor License – Council Member Fogelson moved to**  
13 **adopt Resolution No. 2011-19, as presented. Council Member Huber seconded the motion.**  
14 **Motion carried unanimously.**

15  
16 **Resolution No. 2011-20, Indian Hills 2012 Liquor License – Council Member Potter moved to**  
17 **adopt Resolution No. 2011-20, as presented. Council Member Bohnen seconded the motion.**  
18 **Motion carried unanimously.**

19  
20 **Resolution No. 2011-21, Sawmill Golf Club 2012 Liquor License – Council Member Huber**  
21 **moved to adopt Resolution No. 2011-21, as presented. Council Member Potter seconded the**  
22 **motion. Motion carried unanimously.**

23  
24 **Resolution No. 2011-22, Windy Acres 2012 Liquor License – Council Member Fogelson moved**  
25 **to adopt Resolution No. 2011-22, as presented. Council Member Potter seconded the motion.**  
26 **Motion carried unanimously.**

27  
28 **Resolution No. 2011-23, 2012 Final Budget –** Mayor Carr referred to the draft final budget that was  
29 discussed at the budget work session last week. He noted that the City has talked about an emergency  
30 siren for quite some time and it has never been done. He asked for Council input to include the  
31 dollars to have an emergency siren installed. Allowing for two sirens within a capital fund to ensure  
32 the dollars stay there will not affect the 2012 Levy or budget.

33  
34 The Council determined Resolution No. 2011-25 would be amended to include dollars for emergency  
35 sirens.

36  
37 City Treasurer Schwarze requested Council direction regarding putting \$500 back into the 2012  
38 budget for the League of Minnesota Cities Annual conference, to be attended by the City Clerk.

39  
40 The Council determined the \$500 on the line item for Ordinance Codification would be moved to the  
41 line item for training to allow the Clerk to attend that conference.

42  
43 **Council Member Fogelson moved to adopt Resolution No. 2011-23, as presented. Council**  
44 **Member Huber seconded the motion. Motion carried unanimously.**

1 **Resolution No. 2011-24, 2012 Levy Certification – Council Member Huber moved to adopt**  
2 **Resolution No. 2011-24, as presented. Council Member Potter seconded the motion. Motion**  
3 **carried unanimously.**

4  
5 **Resolution No. 2011-25, Designated Reserves General Fund Sign Replacement – City Treasurer**  
6 **Schwarze advised Resolution No. 2011-25 designates reserves for sign replacement within the**  
7 **general fund in the amount of \$6,000.**

8  
9 The Council agreed the resolution should be amended to dedicate reserves in the amount of \$15,000  
10 for the funding of an emergency siren.

11  
12 **Council Member Potter moved to adopt Resolution No. 2011-25, as amended. Council Member**  
13 **Fogelson seconded the motion. Motion carried unanimously.**

14  
15 **Resolution No. 2011-26, Designated Reserves Jasmine Avenue Improvements – City Treasurer**  
16 **Schwarze advised previously the bond counsel has indicated to the City that any overages from the**  
17 **Jasmine Avenue project should not be refunded until the bond is paid in full. Resolution No. 2011-26**  
18 **designates a fund for that purpose.**

19  
20 Mayor Carr requested a list of the homeowners that were assessed be attached to the Resolution for  
21 future reference.

22  
23 **Council Member Huber moved to adopt Resolution No. 2011-26, as presented. Council**  
24 **Member Bohnen seconded the motion. Motion carried unanimously.**

25  
26 **Authorization to Purchase Traffic Counters, Steve Bohnen – Council Member Bohnen advised**  
27 **the Council has agreed that the City does need traffic counts. Traffic counts have been taken in the**  
28 **past but the counters themselves cannot be located. He reviewed the information provided in the**  
29 **packet regarding different types of counters and the cost. He requested authorization to spend**  
30 **approximately \$2,000 for three to four traffic counters.**

31  
32 Council Member Potter advised he believes three counters would be adequate. He noted  
33 approximately \$575 is needed for a durable counter but the tubes are expensive.

34  
35 The Council authorized the Road Commissioner to spend up to \$2,500 dollars on three to four traffic  
36 counters. A discussion will be held next month about how the traffic counts will be obtained.

37  
38 **DISCUSSION ITEMS**

39  
40 **City Council Reports:** Mayor Carr advised he was asked to read at the library on January 4, 2012  
41 and he is unavailable that date.

42  
43 Council Member Fogelson advised he would check his calendar and if he is available he would go to  
44 the reading.

1 Council Member Potter advised the Brown’s Creek trail meeting is scheduling for tomorrow evening.  
2

3 **Other Discussion Items:**  
4

5 **Current Ordinance Issues, City Clerk** – Mayor Carr referred to the staff report included in the  
6 packet outlining current ordinance issues. Staff is looking for direction regarding these potential  
7 issues.  
8

9 Council Member Potter advised he would need to research the issues before any decisions are made  
10 about revisions.  
11

12 **COMMUNITY CALENDAR DECEMBER 7 THROUGH DECEMBER 31, 2011:**  
13

14 **Planning Commission Meeting, Monday, December, 2011, Town Hall, 7:00 p.m.**  
15

16 **ADJOURN**  
17

18  
19 **There being no further business, Council Member Huber moved to adjourn at 8:50 p.m.**  
20 **Council Member Potter seconded the motion. Motion carried unanimously.**  
21

22 These minutes were considered and approved at the regular Council Meeting January 3, 2012.  
23  
24  
25  
26

27 \_\_\_\_\_  
28 Kim Points, City Clerk  
29

\_\_\_\_\_  
Tom Carr, Mayor



Date range: 12/22/2011 to 12/27/2011

Vendor	Date	Check #	Total	Description	Void	Account #	Detail
Counting Cars	12/22/2011	11602	\$2,247.21	Road Counters	No	100-43116-210	\$2,247.21
Payroll Period Ending 12/26/2011	12/26/2011	11603	\$2,469.16		No	100-41101-100	\$2,469.16
On Site Sanitation	12/26/2011	11604	\$149.63	Nov/Dec	No	100-43007-210	\$149.63
Maroney's	12/26/2011	11605	\$304.07	Roadside Garbage/Clean Up Day	No	100-43105-384	\$304.07
CenturyLink	12/26/2011	11606	\$159.31	City Phone	No	100-41309-321	\$159.31
Window World	12/26/2011	11607	\$135.00	Town Hall Window Repair	No	100-43002-220	\$135.00
Dan Potter	12/26/2011	11608	\$175.00	2011 Extra Council Meetings	No	100-41006-100	\$175.00
Waste Management	12/26/2011	11609	\$4,347.38	Recycling	No	100-43011-384	\$4,347.38
Ken Roman	12/26/2011	11610	\$114.00	CableCast	No	100-41318-300	\$114.00
Brochman Blacktopping Co.	12/26/2011	11611	\$420.00	Roads/Pothole Repair	No	100-43112-300	\$420.00
Kline Bros Excavating	12/26/2011	11612	\$7,687.32	7971,25	No	100-43101-300	\$4,046.25
Mike Perron	12/26/2011	11613	\$567.84	Brushing/Sales Use Tax	No	100-43111-300	\$3,641.07
Eckberg Lammers	12/26/2011	11614	\$3,641.57	Legal Services	No	100-43114-300	\$567.84
Croix Valley Inspector	12/26/2011	11615	\$3,204.02	Building Inspector	No	100-41204-300	\$1,101.48
Wells Fargo	12/26/2011	11616	\$8,434.32	Jasmine Bond #6	No	100-41205-300	\$698.28
WSB & Associates	12/26/2011	11617	\$3,627.00	Engineering	No	100-41206-300	\$1,491.81
Xcel Energy	12/26/2011	11618	\$438.40	Utilities	No	801-49310-430	\$140.00
						809-49310-430	\$140.00
						837-49310-430	\$70.00
						100-42004-300	\$3,204.02
						100-45006-600	\$8,434.32
						100-41203-300	\$2,755.00
						100-43123-300	\$288.00
						809-49310-430	\$432.00
						836-49310-300	\$152.00
						100-43004-381	\$349.61
						100-43010-381	\$10.19
						100-43117-381	\$78.60
PERA	12/26/2011	11619	\$387.54	PERA	No	100-41102-120	\$181.27

Disbursements List

City of Grant

<u>Vendor</u>	<u>Date</u>	<u>Check #</u>	<u>Total</u>	<u>Description</u>	<u>Void</u>	<u>Account #</u>	<u>Detail</u>
IRS	12/26/2011	EFT18	\$745.19	Payroll Taxes - December	No	100-41113-100	\$206.27
						100-41103-100	\$252.48
						100-41107-100	\$306.24
						100-41110-100	\$138.61
						100-41112-100	\$47.86
Swanson Haskamp Consulting	12/27/2011	11620	\$1,955.17	Planning	No	100-41209-300	\$1,207.67
						835-49310-430	\$243.75
						837-49310-430	\$503.75
Alerus Financial	12/27/2011	11621	\$10,437.66	GOI Bond of 2003	No	100-45001-530	\$437.66
						100-45004-530	\$10,000.00
KEJ Enterprises	12/27/2011	11622	\$5,755.00	Pothole Patching	No	100-43113-300	\$5,755.00
Sprint	12/27/2011	11623	\$32.63	City Cell Phone	No	100-43116-321	\$32.63
<b>Total For Selected Checks</b>			<b>\$57,434.42</b>				<b>\$57,434.42</b>

**GATEWAY STATE TRAIL –MANNING COURT  
COOPERATIVE AGREEMENT  
BETWEEN  
THE STATE OF MINNESOTA AND THE CITY OF GRANT**

This Agreement, between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the "State" and the City of Grant, hereinafter referred to as the "City".

**WITNESSETH:**

WHEREAS, the Commissioner of Natural Resources has the authority, duty and responsibility under Minnesota Statutes Section 85.015, sub. 14, to establish, develop, maintain and operate the Willard Munger Trail System which includes the Gateway State Trail Segment; and

WHEREAS, the State and the City are authorized under Minnesota Statutes Section 471.59 to enter into agreements to jointly or cooperatively exercise common powers; and

WHEREAS, the State and City have previously determined that the development of the Highway 15/Manning Avenue separated grade crossing on the Gateway State Trail Segment is of high priority; and

WHEREAS, the State owns land described as: **Sec. 12, T30N, R21W**, Washington County, as shown in **Exhibit A** and on the attached map; and

WHEREAS, the State will operate and maintain the separated grade crossing over Highway 15/Manning Avenue on the Gateway State Trail Segment, hereinafter referred to as "Trail Crossing"; and

WHEREAS, the Trail Crossing is the sole responsibility of the State; and

WHEREAS, the State with the authorization of the City utilized the City roadway identified as Manning Trail Court, hereinafter referred to as the "Roadway" during the construction of the Trail Crossing; and

WHEREAS, the State and the City have determined that use of the Roadway by the State during construction of the Trail Crossing resulted in limited affects that require maintenance and repair of the Roadway; and

WHEREAS, a resolution or copy of the City council/board meeting minutes authorizing the City to enter into this agreement is attached hereto as **Exhibit B**; and

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the public bodies hereto and for the benefit of the general public, the parties agree as follows:

**I. STATE'S DUTIES AND RESPONSIBILITIES**

- a. The State has completed construction of the Trail Crossing.
- b. The State utilized the Roadway during the construction of the Trail Crossing per the terms of a previous agreement with the City.
- c. The State, in cooperation with the City, completed an inspection and evaluation of the condition of the Roadway prior to the construction of the Trail Crossing.
- d. The State, in cooperation with the City, completed an inspection and evaluation of the condition of the Roadway during November 2011 following the completion of the Trail Crossing to determine the presence and extent of any damage associated with the construction of the Trail Crossing.

- e. The State and the City have mutually agreed upon the extent of impacts to the Roadway that can be attributed to the construction for the Trail Crossing.
- f. The State shall provide funding to the City for the repairs of the Roadway, to include limited bituminous patching, crack sealing and seal coating, as agreed upon by the State and City.
- g. The State shall operate and maintain the Gateway State Trail Segment consistent with all local, state, and federal laws, regulations and rules that may apply to the management, operation and maintenance of the Facilities.
- h. The State reserves the right to inspect the Roadway at any time to ensure that the City is in compliance with this agreement.

## II. CITY DUTIES AND RESPONSIBILITIES

- a. The City, in cooperation with the State, completed and inspection and evaluation of the condition of the Roadway prior to the construction of the Trail Crossing.
- b. The City, in cooperation with the State, completed an inspection and evaluation of the condition of the Roadway during November 2011 following the completion of the Trail Crossing to determine the presence and extent of any damage associated with the construction of the Trail Crossing.
- c. The State and the City have mutually agreed upon the extent of impacts to the Roadway that can be attributed to the construction for the Trail Crossing.
- d. The City shall complete repairs to the Roadway to include limited bituminous patching, crack sealing and seal coating, as agreed upon by the State and City.
- e. The City shall remain solely responsible for the Roadway following the completion of the repairs as agreed upon by the City and the State .

## III. FUNDING

The State shall provide funding for it's responsibilities under Article I (f) above for the repairs to the Roadway, however, the total obligation of the State shall not exceed **\$5,000.00**. The obligation of the State is also limited to the amount of funds legislatively appropriated and administratively allocated to this project.

- a. *Effective Date:* **December 20, 2011, or when the State obtains all required signatures** under Minnesota Statutes Section 16C.05, Subdivision 2, **whichever is later.**
- b. *Expiration Date:* **December 31, 2013,** or when all obligations under Article II (a)(f) has been satisfactorily fulfilled, whichever occurs first. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement is completed and executed.

Reimbursement will be due within thirty (30) days of the City's presentation of invoices for services performed and acceptance of such services by the State's authorized representative. The City will not receive payment for work found by the State to be unsatisfactory or preformed in violation of federal, state or local law. The invoices presented to the State by the City for reimbursement will clearly reflect work completed on the Roadway.

The State may also provide funding for its responsibilities under Article I (g)(h) above through the standard internal purchasing process including, but not limited to, a separate requisition in which funds will be encumbered.

## IV. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by the law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall

be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The City's liability shall be governed by Minnesota Statutes Sections 466.01-466.15, and other applicable law.

V. TERM

- a. *Effective Date:* December 20, 2011, or when the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, **whichever is later.**
- b. *Expiration Date:* December 31, 2013, except as otherwise provided herein or agreed to in writing by both parties.

VI. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of the City relevant to the agreement shall be subject to examination by the Commissioner of Natural Resources, the Legislative Auditor and the State Auditor for a minimum of six years from the end of this agreement.

VII. ANTITRUST

The City hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

VIII. CANCELLATION

This Agreement may be cancelled by the State at any time with cause or as necessary as provided in Article III, upon thirty (30) days written notice to the City.

This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payment of services covered under this agreement. The State will notify the City by written or fax notice. The State will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. However, the City shall be entitled to payment, determined on a pro-rated basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the City notice of lack of funding within a reasonable time of the State's receiving that notice.

IX. GOVERNMENT DATA PRACTICES

The City and the State must comply with the Minnesota Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by either the City or the State.

X. PUBLICITY AND ENDORSEMENT

Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the City individually or jointly with others, or any subcontractors, with respect to the program and services provided from this agreement.

XI. COMPLETE AGREEMENT

This Agreement, and amendments, constitutes the entire agreement between the parties. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

XII. OTHER TERMS AND CONDITIONS

NOTICES: Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid to:

The State  
Minnesota Department of Natural Resources  
Trails and Waterways Division Area 3B Supervisor  
1200 Warner Road  
St. Paul, MN 55106

The City of Grant  
City Clerk  
P.O. Box 577  
Willernie, MN 55090

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed intending to be bound thereby.

DEPARTMENT OF NATURAL RESOURCES

CITY OF GRANT

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

DEPARTMENT OF ADMINISTRATION  
Delegated to Materials Management Division

THE CITY OF GRANT

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

(Effective Date)

STATE ENCUMBERANCE VERIFICATION

Individual certifies that funds have been encumbered as req.  
by Minn. Stat. 16A.15 and 16C.05.

Signed: \_\_\_\_\_

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

Contract: \_\_\_\_\_

**CITY OF GRANT  
WASHINGTON COUNTY, MINNESOTA  
RESOLUTION NO. 2012-01**

**A RESOLUTION TO MAINTAIN SIGN RETROREFLECTIVITY STANDARDS AND  
PRIORITIZE SIGN REPLACEMENT**

**WHEREAS**, the City of Grant has been advised that it is required to initiate a process of evaluating its City public road signs for reflectivity and further, to initiate a plan for replacing existing City public road signs that do not meet the new retroreflectivity standards mandated by the Federal Highway Administration (FHWA); and –

**WHEREAS**, the City Council in 2012, reviewed retroreflectivity signage options as presented by its Engineer, and has selected by motion, “Diamond Grade 3” (DG3) as its retroreflectivity signage standard going forward; and –

**WHEREAS**, the City Council, in 2012 by motion, did designate three suppliers of signs, all of whom can provide signage that meets the City’s new “Diamond Grade 3 (DG3) high-reflectivity standard; and –

**WHEREAS**, the City Council in 2012 by motion, did designate that all signs being replaced and all new signs being added within the City going forward, are to be of the retroreflectivity “Diamond Grade 3” (DG3) type; and –

**WHEREAS**, the City Council has evaluated its ability to undertake sign replacements and as such, the City is mindful that replacement of existing signs that do not meet the retroreflectivity standard will involve the considerable expenditure of City financial resources, labor, and effort; and –

**WHEREAS**, the City Council wishes to not only memorialize its new retroreflectivity signage standard but to also devise and implement a plan to replace signs that do not meet the new retroreflectivity standard, and wishes to formally do so by this resolution.

**NOW THEREFORE**, be it resolved by the Grant City Council, that the following constitutes its standards, policies and plans relative to retroreflectivity road signage:

1. The signage sheeting standard for all new or replacement City road signs is “Diamond Grade 3” (DG3).
2. All new or replacement road signs installed by the City from the date of this resolution forward will be of the “Diamond Grade 3” (DG3) type.
3. The City designates the following sign suppliers, all go whom can provide signage of the “Diamond Grade 3” (DG3) type: Earl F. Anderson, Advantage Signs & Graphics, Inc. and Gopher Sign.
4. The City has conducted a tour of all of its roads for the purpose of creating a complete inventory of its public road signs, with such inventory noting for each sign, its location, type, general condition and sheeting type per FHWA guidelines.

5. The City Council will use the completed inventory to determine which signs need replacing, and the priority of replacement for each, based on each sign and/or support condition.
6. The City Council will define a comprehensive sign replacement plan that will lead to the replacement of all signs not meeting the required retroreflectivity standard, with such plan recognizing all factors including the City's financial and labor resources available to implement the plan, and will then schedule the implementation of the replacement plan with all applicable factors being considered.
7. On an on-going basis, the City's annual road inspection tour will include a notation for any signs appearing to need replacement that may differ from what is stated and scheduled in the City's signage replacement plan.

This resolution was adopted by the City Council of the City of Grant on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by a vote of \_\_\_\_\_ Ayes and \_\_\_\_\_ Nays.

\_\_\_\_\_  
Tom Carr, Mayor

ATTEST:

\_\_\_\_\_  
Kim Points, City Clerk

(seal)



## *Memorandum*

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

**From:** *Phil Olson, PE, City Engineer  
WSB & Associates, Inc.*

**Date:** *December 27, 2011*

**Re:** *January Staff Report - Engineering*

---

### A. **Agenda Items**

- i. **Manning Court Cooperative Agreement:** A final project inspection of the Manning Avenue Bridge project was completed by the DNR, contractor, and City staff. As part of this inspection, a review of the pavement condition on Manning Court was completed. Recent cracking was identified and repair totaling an estimated \$5000 is planned to be completed by the City with funds from a warranty escrow included in the DNR contract. Attached for Council consideration and comment is a draft cooperative agreement with the DNR. The agreement identifies that the DNR shall provide a maximum of \$5000 for repairs to Manning Court and the City shall coordinate these repairs before December 31, 2013. The cooperative agreement has been forwarded to the City Attorney for review.

**Action:** Discussion and comment. Motion to Authorize the Execution of the Gateway State Trail - Manning Court Cooperative Agreement

- ii. **Sign Retroreflectivity Requirements:** This regulation is currently being reviewed by the Federal Highway Administration (FHWA) after receiving nearly 800 comments back from state and local agencies. The next steps of the FHWA will be to review the comments, respond if needed, make modifications to the proposed rules, and adopt or reject the proposed rule changes. To date, no changes have been made to the current requirements. At this point, Mn/DOT has suggested that cities consider implementing an assessment or management method designed to maintain sign retroreflectivity at or above the established minimum levels. The plan below has been prepared to meet the retroreflectivity and sign support requirements. This plan should be reviewed for compliance when the retroreflectivity rule changes have been finalized.

#### Recommended Sign Management Plan

- Signs will be prioritized for replacement based on the sign inventory created from field inspections of the sign type, type of sign sheeting, condition, estimated age, and support type. (It is anticipated by Mn/DOT that the

retroreflectivity compliance dates for replacement will be eliminated as part of the FHWA review.)

- The budget for sign and support replacement will be determined annually based on the City's financial ability to implement the plan.
- Diamond Grade 3 (DG3) sheeting will be used for all new and replacement road signs.
- Sign supports on roadways with speed limits of 50 mph or higher shall be replaced so they are crashworthy. (Example: U-channel posts installed to Mn/DOT spec)
- The sign inventory and replacement prioritization shall be reviewed annually and updated if needed.
- Review of the sign management plan shall be completed when the retroreflectivity rule changes have been finalized by the FHWA. Updates shall be made if necessary.

The sign inventory and sample sign replacement resolution has been included as background information. The sample resolution has been forward to the City Attorney for review and comment.

DG3 sheeting material is recommended due to the lower long term cost to the City. High Intensity Prismatic (HIP) sheeting is an alternate sheeting type for council consideration that meets the minimum retroreflectivity requirements. HIP sheeting has a cheaper upfront cost but is expected to have a shortened life compared to DG3 sheeting.

**Action:** Discussion. Recommend Motion to Adopt a Resolution to Maintain Sign Retroreflectivity Standards and Prioritize Sign Replacement.

### iii. Staff Report/Council Update

- Upper Mississippi River Bacteria TMDL:** The Minnesota Pollution Control Agency is working to develop a TMDL report and plan in an effort to improve and restore water quality in the Upper Mississippi River. They have requested that MS4 communities verify the outer boundary of the drainage area and respond to the MPCA with any information regarding the drainage divide. A response has been prepared on behalf of Grant stating that the City does not have any existing information that can be used to verify the TMDL boundary and has not completed a detailed delineation of the area do to a lack of resources. Should Council wish to provide additional information for this study, a budget can be developed to complete this task.
- Lake St. Croix TMDL Study:** A draft of the Lake St. Croix TMDL Study has been issued for public comment by the Minnesota Pollution Control Agency. Comments are due by January 11, 2012 and a response will be prepared on behalf of Grant.

If you have any questions, please contact me at 763-512-5245.

## City Council Report for December 2011

To: Honorable Mayor & City Council Members

From: Jack Kramer Building & Code Enforcement Official

### Zoning Violations:

1. Mr. David Washburn & Ms. Margaret Anderson 9694- 75<sup>th</sup>. St. N. Violation of the City of Grant Zoning Ordinance Section 32-311 Minimum Standards and Section 32-313 Accessory Buildings and other Non-dwelling structures (6), (d) Building Permit for principle structure a prerequisite. Property located along 75<sup>th</sup>. St.

The city has received a formal complaint regarding several accessory structures constructed on vacant property (No principle dwelling is located on the property). The owner has constructed several small structures and is currently constructing a green house.

I sent a letter dated December 5, 2011 requesting compliance. Mr. Washburn has responded to my letter and stated he has sent his response to the city offices with his intentions.

2. Terry & Virginia Merrill 7395 Ideal Ave. Violation of the City of Grant Zoning Ordinance Division 3 Signs, Sec.32-417 Restrictions in Agricultural Districts.

Several formal complaints were received by the city clerk regarding a semi-trailer sign which was parked on the Merrill Property. I sent a letter dated December 5, 2011 requesting the trailer sign removal. The sign has been removed from the property, per the request of the sheriff's department.

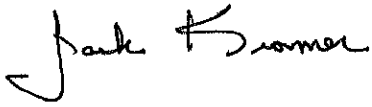
3. Frank Fabio Company Violation of the City of Grant Zoning Ordinance (Article III. Zoning Districts Established; Permitted Uses; Dimensional Standards) 32-243 and 32-245.

This violation currently remains under investigation.

### Building Permit Activity:

Seventeen (17) building permits have been issued for this time period with a total valuation of \$ 238,489.00.

Respectfully submitted,

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

Jack Kramer

Building & Code Enforcement Official

Grant Master Form												
2011-175	HVAC Permit	Johnson	10055 - 67th. St. N.	11/19/2011	\$	-	\$	80.00	\$	60.00	\$	5.00
2011-176	Re-Roof	Shelander	9144 Justin Trail N.	11/22/2011	\$	9,100.00	\$	209.25	\$	156.93	\$	4.55
2011-177	Re-Roof/siding	Hawkins	10156 - 67Th. St. N.	11/22/2011	\$	30,000.00	\$	442.25	\$	331.68	\$	15.00
2011-178	Re-Roof	Bredinger	8715 Jeffrey Ave. N.	11/23/2011	\$	14,000.00	\$	237.25	\$	177.93	\$	7.00
2011-179	HVAC Permit	Bredinger	8715 Jeffrey Ave. N.	11/23/2011	\$	-	\$	80.00	\$	60.00	\$	5.00
2011-180	Plumbing	Bredinger	8715 Jeffrey Ave. N.	11/23/2011	\$	-	\$	80.00	\$	60.00	\$	5.00
2011-181	HVAC Permit	Keene	7150 N. Jocelyn Rd. N.	11/28/2011	\$	-	\$	80.00	\$	60.00	\$	5.00
2011-182	HVAC Permit	Murphy	10891 -69th St. N.	12/1/2011	\$	-	\$	80.00	\$	60.00	\$	5.00
2011-183	HVAC Permit	James	9970 Jolietv Ave. N.	12/2/2011	\$	-	\$	80.00	\$	60.00	\$	5.00
2011-184	HVAC Permit	Kraft	8499 Jewell Ave. N.	12/3/2011	\$	-	\$	80.00	\$	60.00	\$	5.00
2011-185	Windows	Owens	11540-115th. St.N.	12/5/2011	\$	5,889.00	\$	123.90	\$	92.92	\$	2.94
2011-186	Shed	Steffen	8120 Ingberg Ave. N.	12/7/2011	\$	4,000.00	\$	97.25	\$	72.93	\$	2.00
2011-187	HVAC Permit	Nielsen	10060 Indigo Trail N.	12/8/2011	\$	-	\$	80.00	\$	60.00	\$	5.00
2011-188	Remodel	Nielsen	10060 Indigo Trail N.	12/8/2011	\$	51,000.00	\$	650.75	\$	488.06	\$	25.50
2011-189	Addition	Johnson	9760 Lansing Ave.	12/8/2011	\$	115,000.00	\$	1,077.75	\$	808.31	\$	57.50
2011-190	Remodel	Washburn	9694 - 75Th. St. N.	12/14/2011	\$	9,500.00	\$	181.25	\$	135.93	\$	4.75
2011-191	HVAC Permit	Grove	8943 Itaska Trail	12/15/2011	\$	-	\$	80.00	\$	60.00	\$	5.00

Monthly total \$ 238,489.00 \$ 3,739.65 \$ 2,804.69 \$ 827.34 \$ 164.24

**CITY OF GRANT  
2011 APPOINTMENT LIST**

Schedule A

<b>City Council Member Appointments/ Per Council Members</b>	
<b>Liaison/ Appointments</b>	<b>Council Member</b>
Deputy Mayor	Dan Potter
Emergency Preparedness	Scott Fogelson
Metro Council	Dan Potter
Newsletter Editor	Scott Fogelson
Road Commissioner	Steve Bohnen
<b>Planning Commission Liaisons/Per</b>	
Oak Wilt	Mark Wojcik
Weed Control	Tom Stangl
Browns Creek Watershed	Terry Derosier
Valley Branch Watershed	Becky Seikmeier
Rice Creek Watershed	Bob Tufty
Carnelian-Marine Watershed	Bob Tufty

<b>Staff and Consultant Appointment/Per Council Members</b>	
<b>Service Providers</b>	
Attorney	Nick Vivian, ELBWV
Clerk	Kim Points
Engineer	Phil Olson, WSB
Inspector	Jack Kramer
Planner	Jennifer Haskamp
Treasurer	Sharon Schwarze
Animal Removal	Rick Rudzicka
City Assessor	Todd Smith
City Auditor	LarsonAllen
Brushing	Mike Perron/T.H.E. Company
Depository	Wells Fargo
Fire Marshall (Co-Marshalls)	Joyce Welander/ Bob Tufty
Roadside Mowing	Mike Perron/Ken Johnson
Newspaper	White Bear/St. Croix Valley Press
Recycling	Waste Management
Road Grading	Kline Brothers
Roadside Trash	Maroney
Septic Permits	Washington County
Snow Plowing	Ken Johnson
Tree Service	T.H.E. Company/Ken Johnson
Video Technician	Ryan Hickok
Animal Control Liaison	Loren Sederstrom
Webmaster	Glenn Larson
Investment Advisor	Robert Mikkelsen
<b>Volunteer Appointments</b>	
Ballfield	City Clerk
Cable Commissioner	Loren Sederstrom / Jeff Huber (alternate)
Heritage Preservation	Joyce Welander
Roadside Cleanup Day	GRP-Larry Lanoux / Bill David

Animal Control Agreement  
City of Grant

This agreement, effective on the first day of January, 2012, by and between Sherrill Reid Animal Control, hereinafter referred to as "SRAC" and the City of Grant a city located in the County of Washington, State of Minnesota, hereinafter referred to as "City."

Inconsideration of the covenants and agreements, hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

- 1 Services, SRAC shall act as an Animal Control Authority as defined in the City Animal Ordinance of Grant providing for the identification, regulation, confinement and disposition of companion animals. As such, SRAC shall at all times act within the authority of the ordinance, as it may be amended from time to time, and as directed by City and law enforcement authorities. SRAC is specifically authorized as follows:
  - a. SRAC shall respond on a call-out basis/ as needed basis to transport to an impoundment facility of the City's choice, unidentified dogs, stray dogs and dogs found at large which have already been controlled or confined by complainants or to assist law enforcement to capture dangerous dogs upon request. Some effort must be made by SRAC to find alternative methods of transportation of cats to the impound facility of choice.
  - b. SRAC may, in her discretion, return a dog directly to the owner, if known, at no cost to the City.
  - e. SRAC may use a firearm in the course of her duties in accordance with all State regulations, including the possession of a valid permit and a Firearm Safety Certificate, copies of which shall be provided to the City, SRAC shall not destroy any animal except sick, severely injured or apparently dangerous or vicious dogs that cannot safely be transported to the designated facility of impoundment.
- 2 Fees. The City shall pay a fee of \$90.00 per call resulting in the transport of an animal(s) to the impound facility. The City agrees to pay SRAC its fees due under this agreement within 30 days of receipt of an itemized invoice therefore.
- 3 Records/ Data Practices.
  - a. SRAC shall maintain a record of all animals impounded and shall respond to inquiries for the City for information or documentation related to its performance of this agreement.
  - b. SRAC shall comply with the Minnesota Data Practices Act and all other State and Federal laws relating to data privacy or confidentiality, and shall hold the City and its employees harmless from any claims resulting from an improper disclosure or use of data it receives or maintains in performance of this agreement. SRAC shall immediately report to the City any requests from third parties for information relating to its performance of this agreement.

- 4. Indemnity. SRAC shall be liable for and shall defend, indemnify and hold the City, its officers, employees or agents harmless for any and all claims, lawsuits, losses, damages or expenses on account of bodily injuries, sickness, disease, death and property damage, including injury to animals caused by or resulting from its activities under this agreement.
- 5. Insurance. SRAC shall purchase and maintain, at her own expense, a general liability insurance policy with limits of at least \$200,000.00 per occurrence and \$300,000.00 annual aggregate, SRAC shall provide the City with proof of insurance upon request.

---

6. Term. This agreement will continue in effect until December 31, 2012, and will automatically extend for additional one (1) year terms, unless either party gives written notice of intent not to extend to the other party, said notice to be given at least sixty (30) days prior to the expiration of the then current term.

7. Cancellation. The agreement may be cancelled with or without cause by either party upon sixty (30) days written notice.

8. Entire Agreement. It is understood and agreed that this is the entire agreement between the parties and that this agreement supersedes all previous written and oral agreements between parties relating to the subject matter.

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

City of Grant, Minnesota

Sherrill Reid Animal Control (SRAC)

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

Tom Carr, Mayor

Sherrill Reid

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

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

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

Kim Points, City Clerk



Humane Animal Control Services

Kathi Pelnar CVT, CHI, CACO, Animal Warden

634-6<sup>th</sup> St.N.

Hudson, WI. 54016

715-386-7789

**Qualifications:**

- 1) 34 years experience in animal related fields
- 2) Associate of Science degree in Veterinary Technology/ animal health
- 3) Certified in Minnesota as a Veterinary Technician for 29 years
- 4) Certified in Wisconsin as a Certified Humane Investigator for 11 years
- 5) Certified nationally through the National Animal Control Association, having completed all 3 training courses, as a Certified Animal Control Officer
- 6) Certifications in GAT/pepper spray use, Bite Stick, Chemical Capture and Euthanasia
- 7) 40 plus hours per year of continuing education in both the veterinary technician field and animal control field to maintain my certifications
- 8) Was on the board of directors of the Humane Society of Pierce and St.Croix
- 9) Have worked for the Stillwater Veterinary Clinic, Animal Emergency Clinic in St.Paul,MN., Hudson Pet Hospital in Hudson,WI., Humane Society of Ramsey County, Humane Society of Pierce and St.Croix, and have been doing animal control work as a private contractor for over 25 years.
- 10) Volunteer work for 6 years at Carpenter Nature Center doing wildlife rehabilitation. Como Zoo Docent working with primates and reptiles. Farm work with livestock while attending the University of Wisconsin River Falls and privately. Various animal related post high school educational courses throughout the years, including a course in dog grooming.

**Current status:**

- 1) am the animal control officer for 8 separate municipalities in Washington County,MN.
- 2) am the animal control warden and Humane Investigator for 9 municipalities in St.Croix County,WI.
- 3) work part time( 12 hour/week) as a veterinary technician at the Hudson Pet Hospital in Hudson,WI.

Humane Animal Control Service

Fee Scale for destination Hillcrest Animal Hospital

Fee per call out /animal taken to Hillcrest	\$95.00+ mileage
Fee per call out/animal returned to owner	
No trip to impound or trip confined to city	
Limits	\$55.00+ mileage
Afterhours call out fee (calls before 7:30am or After 7:30 pm)	\$20.00
Emergency overnight kenneling fee	\$20.00
6 month Service Retainer ( Due February & August)	\$300.00
Holiday fee ( New Years day, Memorial day, July 4, Labor day, Thanksgiving, Christmas eve after 4:30 p.m. & Christmas day)	\$20.00

Mileage will be billed at the current government allotted rate. It may fluxuate as the government changes the rate without much notice. Currently the rate is \$.50/mile.

11/29/11

Note: The service retainer is \$50.00 per month. This fee is to cover any unexpected expenses as well as to cover being on call 24 hours per day. It is also charged to defray the cost of insurances necessary for operation. The fee covers a lost & found service as well. This breaks down to \$1.64 per day to be available at a moment's notice for the City.

References:

Hudson Police Department: Sergeant Marty Jensen Officer Eric Atkinson	715-386-4771
Former Hudson City Council Member: Judy Kelly	715-386-2837
Village of North Hudson Mark Richert ( Chief of Police)	715-386-8433
Lake St. Croix Beach City Clerk Cindy Reitter Linda O'Donnell	651-436-7031 651-436-7001
City of Lakeland City Clerk Chris Wahlberg	651-436-4430
Prescott Police Department Chief Mike Bondarenko	715-262-5512
Washington County Sheriffs 162 Angela Hanson 143 Becky Engel	651-439-9381
Minnesota State Humane Investigator Wade Hanson	651-646-6821
Town Of Denmark, MN Council member Gary Dixon	651-592-0024 651-436-8260
Town of St. Joseph Town Clerk Marie Schmit	715-549-6235
Washington County Dispatch Center	651-439-9381
St. Croix County Dispatch Center	715-386-4701
Animal Humane Society	651-730-6008

## ANIMAL CONTROL PROPOSAL

### POLICY:

It is our policy to treat all animals in an humane manner regardless of species, breed, or disposition. If an animal is picked up wearing identification, it is returned to the owner, only if it is the first time we have picked it up. We give the owner a verbal warning and an explanation of the leash and licensing laws. All pick ups of the same animal thereafter, said animal is taken to the cities impound facility regardless of identification. We then try to notify the owner of the animal in a timely manner, of its whereabouts. From that point on the owner is responsible for retrieving his animal and paying ALL fees incurred. The city makes arrangements with the impound facility for any fees accrued that are due to them. We are not equipped to hold or kennel strays for any longer than a few hours and our fees do not reflect this expense. It is, therefore imperative that the city/township/village make arrangements with an impound facility and notify us as to where the stray animals are to be held.

All wildlife calls are treated as a pickup. The disposition of the wild animal will be determined by the person responding to the call. Wildlife will either be relocated, taken to a proper wildlife facility, or euthanized in an humane manner.

We will not set live traps from October 1 to May 15 or during inclement weather. There may be exceptions to this policy if the situation is life threatening and the animal can not be caught by any other means.

Injured animals will be taken to the cities impound facility, or if the injury is, in the opinion of the response person, severe or life threatening, the animal will be taken to a veterinarian. The veterinarian will be instructed to perform only stabilizing treatment not to exceed \$100.00 in cost. If the animal is unclaimed at the end of the impound period, the city will absorb this cost. The city will also still be responsible for the impound fees according to their agreement with their impound facility.

All animals picked up are immediately taken to the impound facility during their open hours unless they fall into previously described areas. Animal may need to be housed briefly at my residence if pickups are made after shelter hours. The period of time for this temporary housing will not exceed 12 hours. All animals will be taken to the impound facility as soon as possible.

### COMPLAINT POLICY:

All complaint type calls are handled between 7:30 a.m. and 7:30 p.m. Caller may leave a message on the machine, however if it is after hours they will need to wait until the next day for a response.

**First Complaint:** A warning letter is sent informing the animal owner of the complaint and advising them of the cities ordinances. A request to correct the violation and contact animal control are also stated in the letter.

**Second Complaint:** A visit is made to the home of the animal owner or to the place the animal is housed. The owner is verbally warned of the violation, informed again of the laws and the consequences if corrections are not made immediately. The animal owner is also provided with suggestions on how to correct the problem.

**Third Complaint:** A police officer is contacted and a citation is issued.

There is an answering machine on at our phone number 715-386-7789 at all times. If no one is currently available instructions are given to leave a message or call our pager. There is seldom more than an hour lag time before a

## Animal Control Proposal

cont:  
call is answered. People often do not leave messages, however and then complain we are difficult to contact. If a message is left or if we are paged we respond as quickly as possible and have rarely found this to be more than an hour after a call. Occasionally several calls may come in at the same time. Calls are then handled in order of urgency. We will also piggy back calls occasionally in order to save time and mileage expenses.

### Our Requirements of the City/Village/Township:

1. A police contact in case of an emergency we are not equipt to handle( i.e. a violent human)
2. A print out of current dog/cat licenses on a bimonthly or quarterly basis
3. A copy of all city/village/township animal ordinances.
4. A map outlining the boundries of the manicipality.
5. A contact person on the city council. This is usually the city clerk.

### Billing:

We bill on a monthly basis. The bill is sent so it will arrive the beginning of the month well before the 15th. All bills over 60 days past due will be assessed a 1% service fee.

## Humane Animal Control Service

### Policy:

It is the policy of Humane Animal Control Services to treat All animals in a humane manner regardless of species, breed, or disposition.

We feel it is our responsibility to:

- 1) Relocate animals that are lost, injured, stray, or displaced to an appropriate situation, holding facility or environment that is more suitable to their immediate needs.
- 2) Exhaust All means, at my disposal, to return stray domestic animals to their rightful owners.
- 3) To educate the public on responsible pet ownership and what is required, per city ordinance, for them to safely and legally own pets in their community.
- 4) To offer assistance to the public to solve problems caused by animals not under restraint or displaced from their normal environment.
- 5) To use my knowledge and training to assist in enforcing the state statutes and local ordinances pertaining to animals, their keeping and humane treatment.
- 6) To see that the public is aware that there are penalties should there laws not be adhered to.

In some or all cities this may include but is not restricted to:

- 1) Transporting stray dogs and cats to an impound facility.
- 2) Relocating displaced wildlife
- 3) Relocating stray or displaced exotics to a proper rescue organization or locating their proper owner.
- 4) Issuing citations for violations of local animal ordinances.
- 5) Investigating complaints of animal abuse or neglect, nuisance complaints, or other situations in which animals are causing a disturbance to the public.
- 6) Keeping accurate records of my activities, telephone log, lost and found animal report log and all complaints reported log to insure accuracy of reporting should a situation become serious enough to require judicial intervention.
- 7) To do, with in legal boundaries, what is asked by the city officials to monitor and control any situation involving animals within the city limits.

### Qualification

- 1) 30 years of experience in animal related fields.
- 2) Associate of Science degree in Veterinary Technology/animal health
- 3) Certification in Minnesota as a Certified Veterinary Technician for 2 1/2 years
- 4) Certified in Wisconsin as a Certified Humane Investigator
- 5) Certified nationally through the National Animal Control Association having completed all 3 training courses as a Certified Animal Control Officer.

Qualifications cont.

- 6) I hold Certifications in OCAT/pepper spray use, Bite Stick, Chemical capture, and euthanasia.
- 7) Have worked for Stillwater Veterinary Clinic, Humane Society of Ramsey County, and Animal Emergency Clinic on University Ave. in St. Paul, Mn., Hudson Pet Hospital, Humane Society of Pierce and St. Croix and have been doing animal control work as a private contractor for over 20 years.
- 8) Was a member of the board of directors at the Humane Society of Pierce and St. Croix when they first built their shelter.
- 9) Volunteer work for 6 years at Carpenter Nature Center doing Wildlife rehabilitation. Como Zoo docent working with primates and reptiles, Farm work both while attending school at U.W. River Falls and privately, and various animal related courses through out the years including a dog grooming course.
- 10) 40 plus hours of continuing education in the technical field per year for the past 20 years to maintain my certifications.

I have de-oiled ducks and geese, bottle fed everything from deer to squirrels, bandaged and medicated apes, dogs, raccoons, cats, opossums, song birds, raptors. I've flown and released eagles and hawks, cared for and released beavers and mink, transported owls and other birds to wildlife rehabilitation facilities, and handled all nature of reptile there is. I have also done farm work working with horses, cows, sheep, pigs and fowl. I can honestly say though that I have never had any hands on experience with an elephant or a whale.

## Live Trapping Policy

It is the policy of animal control to live trap only animals that are:

1. A physical threat to the welfare of a human being or that human being's companion animal.
2. Injured animals or animals that are stray and can not be captured by other more conventional means.
3. Ferrel or wild animals causing property damage.(ie. raccoons,squirrels, etc. inside attics, garages, or living type structures. This includes the problem of ferrel cats. )

We will not set live traps from Oct.1 thru May 15 or during incimate weather. There may be exceptions to this policy if the situation is life threatening and the animal con not be captured by other means. Strict precautions will be taken to ensure the well being of said animal and traps will be set only inside an enclosure.



Contract  
Animal Control

THIS AGREEMENT made this \_\_\_\_\_ day of January, \_\_\_\_\_ by and between Kathi Palnar (hereinafter referred to as "Contractor"), and the City of \_\_\_\_\_, a municipal corporation located within the County of \_\_\_\_\_ and State of \_\_\_\_\_ (hereinafter referred to as "City").

WITNESSETH:

In consideration of the covenants and agreements hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

1. This agreement shall be effective as of January, \_\_\_\_\_, and shall continue in effect until December 31, \_\_\_\_\_, unless otherwise cancelled pursuant to Paragraph 15 hereof.
2. Contractor shall provide services in accordance with the attached schedule (ANIMAL CONTROL PROPOSAL). Contractor agrees to patrol the public streets of the City in a vehicle designated for transportation of small animals. Contractor shall be directly responsible to the City Administrator for the City. Contractor further agrees to ensure service and maintain said equipment in good working order.
3. Any call out after the Contractor's scheduled workday shall be paid at the rate specified within the attached schedule (ANIMAL CONTROL PROPOSAL). The Contractor shall do all patrolling unless other personnel have been approved by the City Administrator for the City, to perform such services at the Contractor's direction and under her supervision.

For regular patrol, in the manner provided within Paragraph 2 above, the Contractor shall be provided payment by the City in the amount prescribed within the attached schedule (ANIMAL CONTROL PROPOSAL). Such payment shall be due and payable after the Contractor has provided the monthly report to the

City in the manner specified within Paragraph 7 hereof.

4. The Contractor shall provide liability insurance on her automobile and shall provide her own automobile for purposes of supplying the services provided under the terms of this contract.
5. The City authorizes the Contractor to apprehend and retain dogs and other animals, and/or issue citation tags for violations of the City Ordinances related thereto. However, the Contractor shall not invade private property contrary to the wishes of an owner of said property nor forcibly take an animal from any person without the approval and assistance of a Peace Officer of the City.
6. The Contractor shall respond as soon as practicable to any call, reported during service response hours, involving a bite case or injured animal reported through the Sheriff's Department or the offices of the City Clerk of the City.
7. The Contractor shall provide a monthly report to the City which indicates the hours patrolled, the number of animals impounded, warning letters and violation notices issued, and any other such information as requested by the City Administrator for the City.
8. All animals impounded shall be kept at a licensed animal shelter facility to be designated by the City for this purpose. While in her custody, Contractor agrees and warrants that all animals impounded shall be kept in a comfortable and humane manner. It is mutually agreed that the Contractor may temporarily board at an emergency facility access and/or treatment that is not immediately available at the contract facility. All captured wildlife is to be delivered to an appropriate wildlife center as determined by the Contractor with report to be provided to the City Administrator for the City.
9. The Contractor shall supply her own automobile and equipment necessary for Animal Control Services as may be determined by the City Administrator for the City. The Contractor shall also supply a copy of her automobile and general liability insurance

policy to the City Clerk for the City annually. The city, through the offices of the City Clerk, shall administer all licensing, impounding and boarding fees and charges as may be provided by the City Ordinances. The Contractor shall furnish monthly reports to the City as may be required to allow the City Clerk to determine appropriate impound fees in connection with each animal so impounded.

10. The City shall furnish to Contractor any special forms or receipt forms specified within the Ordinance and adopted by the City Administrator for the City. Contractor shall keep all records of all animals impounded, together with a description of each animal, in a manner specified by the City Administrator.
11. Attached hereto is a list/schedule of fees, charges and service performance criteria. The same is incorporated by reference herein.
12. The Contractor shall assume all liability for all harmed animals due to her negligence or that of her employees, in not properly caring for same, and agrees to defend all lawsuits arising there from. The Contractor agrees to defend and indemnify and hold the City harmless, including its officers, employees, or agents, from any and all claims, suits, losses, damages, or expenses on account of bodily injury, sickness, disease, or death and of property damage including injury to animals as a result of, or alleged to be as a result of the Contractor's Animal Control Operation.
13. The Contractor agrees that during the period of time of this Contract, she will not, within the State of Wisconsin or elsewhere, discriminate against any employee or applicant for employment, because of race, color, creed, sex, national origin, or ancestry, and will include a similar provision in all subcontracts entered into for the performance hereof. This paragraph is inserted into the Contract to comply with the provisions of Wisconsin State Statutes.

14. Either party hereto may cancel this Contract after thirty (30) days written notice thereof to the other party.
15. It is understood and agreed that the Contractor is not an employee of the City but is an Independent Contractor, solely responsible for her own payment of federal, state and Social Security withholding taxes. Further, the Contractor provides her own equipment excepting for some equipment that may be made available for her use by the City in its discretion. The Contractor at no time shall hold herself out as an employee of the City but will always identify her as an Independent Contractor.
16. The City shall provide to the Contractor the following materials:
  - a. Map of the City,
  - b. Monthly list of animal licenses,
  - c. Copy of City animal control laws,
  - d. Police contact procedures,
  - e. City Hall hours,
  - f. Any required identification signs,
  - g. Description of animal licensing fees and procedures.

CONTRACTOR:

By:

\_\_\_\_\_  
Kathi Pelnar

CITY OF \_\_\_\_\_

By:

\_\_\_\_\_  
Mayor

By:

\_\_\_\_\_  
City Clerk

## MEMORANDUM

<b>To:</b> Mayor and Grant City Council	<b>Date:</b> December 27, 2011
<b>CC:</b> Kim Points, City Clerk	<b>RE:</b> Staff Report: Agenda Item 9B – Fee Schedule, Ord. 2012-26
Nick Vivian, City Attorney	
<b>From:</b> Jennifer Haskamp, City Planner	

### AGENDA ITEM:

9B. Over the past year several items have come up which staff has noted for proposed inclusion and/or changes to the City's fee schedule. The proposed additions are provided for your consideration with the 2012 Fee Schedule. Staff worked together to determine which items to include or modify based upon the activities of the past year. Our goal is to provide a schedule of fees, charges and escrows that adequately addresses the expenses accrued during a project or application that is based upon average costs and time and associated with a request. The proposed changes are based on trends, or patterns, rather than anomalies or unique projects. Additionally, some items are proposed for inclusion because to-date they were omitted, but they are services which the city is providing through its professional staff.

### Proposed Additions:

#### WCA Review Fee (Brown's Creek Watershed District)

The City is the LGU (Local Governing Unit) for the Wetland Conservation Act (WCA) administration in the Brown's Creek Watershed District. Currently, a wetland specialist at WSB provides these services for the city. In 2011 and years prior the City did not charge a fee or collect an escrow for these services. However, the process and time can be significant for these types of review. Additionally, charging an application fee would also create a dedicated funding source for future wetland review and enforcement action activities. Staff would recommend a \$400 fee, consistent with other application types with similar services, and a \$2000 escrow. Staff also researched other communities to determine their application fees for this type of services, and the fees ranged from \$200 to \$500, with most charging city accrued costs.

#### Wetland Review (All Watershed Districts)

During several COC reviews in the past year there have been potential wetland impacts or setback issues. Many times because the project is small the land owner would prefer not to perform a full wetland delineation. Staff has worked together to establish a process by which the City's wetland specialist from WSB reviews the site, performs a site visit and verifies the location of proposed construction is outside of all wetland areas and setbacks. A "No-Loss Decision" is then provided to the applicant, providing the assurance that the proposed project is outside of wetland

areas. Another example of when this type of service would be valuable is resident inquiries regarding animal units (i.e. allowed horses per lot) and/or grazeable acres. Currently, we do not collect a separate fee or escrow for these services. Staff would recommend an addition to the fee schedule for these services, primarily because it will help establish a dedicated funding source for wetland related issues and enforcement within the City. Additionally, this service will help mitigate potential violations by proactively addressing wetlands within the City during the planning phase of a project. Staff would recommend a \$100 fee and a \$500 escrow for these services.

#### Minor Subdivision – Lot Line Rearrangement

In the City's zoning ordinance a lot-line rearrangement is a subsection of the minor subdivision code, and therefore the application fee and escrow are the same as for a minor subdivision. There is a significant administrative difference for processing the lot line rearrangement than for a full minor subdivision, and therefore staff feels a separate application fee and escrow should be established for the rearrangements. The time commitment is less, and there is no public hearing required, therefore, staff would recommend an application fee of \$200 and an escrow of \$2,000 to more appropriately match the services provided for the application.

#### After-the-fact Grading Permit

Several times in the past year there has been an "after-the-fact" request for a grading permit. This causes several issues, particularly if there are potential wetlands on site. Staff would recommend that an 'after-the-fact' request be charged at double the fee stated on the fee schedule.

#### **Proposed Changes:**

##### Certificate of Compliance

Staff would recommend changing the application fee to \$100 and the escrow to \$900 to more appropriately match services with the fees.

##### All other Land Use Issues

Staff would recommend reducing the application fee to \$200 to better match the services with the fee. The escrow would remain at \$1,000.



## 2011 FEE SCHEDULE FEES, CHARGES, AND ESCROW

### CITY OF GRANT

Mailing Address: P.O. Box 577  
Willernie, Minnesota 55090  
Town Hall: 111 Wildwood Road  
Phone: (651) 426-3383 Fax: (651) 429-1998  
E-mail: [clerk@cityofgrant.com](mailto:clerk@cityofgrant.com)

*Make checks payable to City of Grant.*

Under State and local planning laws, any property owner may petition for rezoning and/or platting. The City, upon receipt of such a petition, will process the application in accordance with the procedures and provisions of the ordinances.

The City charges the petitioner a filing fee for this processing, as well as requiring that he/she pay all costs the City may incur in processing and "hearing" the application. An escrow amount will be required at the time application fees and the application is received by the City's Consultant.

<i><b>For Each Application</b></i>	<i><b>Application Fees</b></i>	<i><b>Escrow*</b></i>	<i><b>TOTAL</b></i>
Minor Subdivision	\$400	\$4,000	<b>\$400 plus \$4,000 escrow</b>
Major Subdivision	\$1,000 + \$25 per lot	\$7,000	<b>\$1,000 + \$25 per lot plus \$7,000 escrow</b>
Variance	\$400	\$3,000	<b>\$400 plus \$3,000 escrow</b>
Conditional Use Permit (CUP) (Amended and New)	\$400	\$3,000	<b>\$400 + \$3,000 escrow</b>
Conditional Use Permit (CUP) Annual Review Fee	\$100		<b>\$100</b>
All other Zoning Issues	\$400	\$3,000	<b>\$400 + \$3,000 escrow</b>
Certificate of Compliance (COC)	\$50	\$950**	<b>\$50 + 950 escrow**</b>
COC Amendment	\$50	\$200	<b>\$50 + \$200 escrow</b>
Grading Permit Fees	\$300	\$3,000 (for restoration)	<b>\$300 + \$3,000 escrow</b>

- \* Unused escrow amounts will be returned to the applicant.
- \*\* COC Escrow required only for issues that require City Planner analysis or review. Examples include:
  - Accessory buildings in front of the primary structure
  - Projects involving issues related to animal units per grazable acres
  - Buildings meeting the state definition of an "agricultural building"
  - Other complex zoning issues requiring Planner analysis or review
- \*\*\* For additional information, see also the Escrow Account Policies Form.

Below are listed other permits required for various activities in the City of Grant.

<i><b>Other Permits</b></i>	<i><b>Permit Fees</b></i>
Sign Permit	\$50
Charitable Gambling Operations Permit	\$100
Demolition Permit	\$100
Mann Lake Parking Permit	\$10/resident OR \$50/non-resident
Burn Permits	\$10



## 2011 FEE SCHEDULE FEES, CHARGES, AND ESCROW

### CITY OF GRANT

Mailing Address: P.O. Box 577  
Willernie, Minnesota 55090  
Town Hall: 111 Wildwood Road  
Phone: (651) 426-3383 Fax: (651) 429-1998  
E-mail: clerk@cityofgrant.com

*Make checks payable to City of Grant.*

Below are listed other fees associated with City services.

<b>False Alarm Fees</b>	<b>Commercial</b>	<b>Residential</b>
False Fire Alarms (Alarms 1-2)	No Charge	No Charge
False Fire Alarms (Alarms 3+)	Actual cost of response Minimum charge: \$50 Maximum charge: \$400	Varies with actual cost

<b>Other False Alarms</b>	<b>Commercial</b>	<b>Residential</b>
Alarms 1-2	No Charge	No Charge
Alarms 3-6	\$60 each	\$50 each
Alarms 7+	\$100 each	\$75 each

<b>Permit/Escrow Fees</b>	<b>Application Fee</b>	<b>Escrow Fee</b>
Qwest	\$200	\$3,000
MediaOne	\$200	\$3,000
Comcast	\$200	\$3,000

<b>Liquor License Fees</b>	<b>Fee</b>
On-Sale Liquor	\$2,000
On-Sale Sunday	\$200
On-Sale Beer 3.2	\$200
Off-Sale Liquor	\$200

<b>Miscellaneous Fees</b>	<b>Fee</b>
Subdivision Ordinance-Copy	\$20
Zoning Ordinance-Copy	\$25
Comprehensive Plan-Copy	\$10
Special Assessment	\$20
Dishonored Check	\$40
Copies	.25 per page
Notary Fee – Non-resident	\$5.00
Solicitor's License Fee	\$75
Meeting DVD-Copy	\$10
Wetland Review-per Planner	\$75

Over 100 Time Based



**CITY OF GRANT  
WASHINGTON COUNTY, MINNESOTA**

**RESOLUTION NO. 2012-02**

**A RESOLUTION OF THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA,  
PROVIDING FOR THE SUMMARY PUBLICATION OF ORDINANCE NO. 2012-26, AN  
ORDINANCE ESTABLISHING A FEE SCHEDULE FOR THE CITY OF GRANT,  
MINNESOTA**

WHEREAS, On January 3, 2012, at a Regular Meeting of the Grant City Council, by majority vote, the City Council adopted Ordinance No. 2012-26 which establishes the fee schedule for 2012 for the City of Grant; 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. 2012-26 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. 2012-26 attached and incorporated herein as **Exhibit A**; and

WHEREAS, the City Council for the City of Grant has determined that the text of the summary clearly informs the public of the intent and effect of Ordinance No. 2012-26.

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

1. Approves the text of the summary of Ordinance No. 2012-26 attached as **Exhibit A**.
2. Directs the City Clerk to post a copy of the entire text of Ordinance No. 2012-26 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 3rd day of January, 2012.

\_\_\_\_\_  
Tom Carr, Mayor

ATTEST:

\_\_\_\_\_  
Kim Points, City Clerk

*Exhibit A*

**Ordinance Summary**

**Ordinance No. 2012-26**

**AN ORDINANCE ESTABLISHING A FEE SCHEDULE  
FOR THE CITY OF GRANT, MINNESOTA**

On January 3, 2012, the City of Grant adopted an ordinance amending its annual fee schedule (the "Ordinance"). The Ordinance restated the fee schedule for 2012, amending the COC fee, reducing two land use fees, adding a WCA Review and Wetland Review Fee, and an after the fact grading permit fee.

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.

**\*\*\*NOTE: NO CUP'S WERE REVIEWED IN 2011\*\*\***

### **City of Grant Conditional Use Permits**

1. Airtouch Communications – May 19, 1998 - 6667 Keats Avenue North: Antenna array at top of private water tower
2. American Polywater Corporation – May 2, 2000 – 11222 North 60<sup>th</sup> Street: Additional building space for warehousing
3. Craig and Marcia Dewolf & American Tower, L.P. – December 24, 2001 – 11564 Manning Trail: Aerial Tower for PCS Communication services (**Reviewed 2010**)
4. Apt Minneapolis, Inc. - August 5, 1997 – 6077 Lake Elmo Avenue North: Personal communication service monopole and antenna array
5. Axdahl Garden & Farm – July 13, 2005 – 7452 Manning Avenue North: Temporary Greenhouse (**Reviewed 2008**)
6. Pine Shores, Inc./ Cedar Ridge – April 1, 1997 – 11400 Julianne Avenue North: Chemical dependency treatment facility (**Reviewed 2008 & 2010**)
7. Sprint PCS – November 12, 1997 – 11400 Julianne Avenue North: Personal communication service monopole
8. Cingular Wireless – June 28, 2005 – 8380 Kimbro Avenue North: Six antennas on 3 antenna arrays (**Reviewed 2010**)
9. Costa Farms – February 5, 2002 – 9411 Dellwood Road: Engage in business seasonable by selling plants, produce and their derivatives wholesale or to the public (**Reviewed 2009**)
10. ISD #832 – August 15, 2006 – 8678 75<sup>th</sup> Street North: Expansion of athletic fields
11. Item Products, Inc. – May 1, 1996 – 11170 60<sup>th</sup> Street North: Design and fabricate aluminum structure elements
12. Kenneth & Ardis Johnson – December 16, 1997 – 11591 McKusick Road: Bed and Breakfast
13. Lutheran Church of the Risen Christ – June 1, 1999 – 9050 60<sup>th</sup> Street North: Operation of a Daycare

14. Nextel West Corp. – August 22, 2005 – 8380 Kimbro Avenue North: Twelve antennas and 15 cables on the monopole aerial tower and additional equipment shelter
15. Park Nursery – August 7, 1990 – 8400 60<sup>th</sup> Street North: Commerical Greenhouse and Nursery (**in progress**)
16. Loren Sederstrom – January 12, 2004 – 9330 107<sup>th</sup> Street North : Commercial Boarding Stable (**Reviewed 2008**)
17. Sawmill Golf Club & Company – June 27, 2003 – 1177 North McKusick Road: Operation of a Golf Course (**Reviewed 2009**)
18. Spring PCS – December 2, 1997 – 8930 60<sup>th</sup> Street North: Personal communication service monopole (**Reviewed 2010**)
19. Brian & Carla Sweeney- November 1, 1994 – 11520 110<sup>th</sup> Street North: Pre-school/daycare and ballet studio
20. Tenere, Inc. – September 1, 2001 – 10860 North 60<sup>th</sup> Street: Light Manufacturing
21. Voice Stream Minneapolis – December 9, 2005 – 8380 Kimbro Avenue North: Nine antennas on existing monopole tower
22. Tristar Communications – August 7, 2001 – 8380 Kimbro Avenue North: Construction and use of aerial tower
23. US West (Qwest) – November 15, 2000 – 9411 Dellwood Road North (Trunk Hwy 96): Personal communication service monopole – **N/A 4/30/08**
24. Harry Miller – April 22, 1993 – 9250 Dellwood Road North (Victoria Station): Horse boarding stable plus indoor riding arena (**Reviewed 2008**)
25. Seivert Riding Stable – September 7, 1969 – 9390 75<sup>th</sup> Street N: Operate Riding Stable – **N/A 4/30/08**
26. Cartieva Auto Sales – September 7, 1969 – 11020 60<sup>th</sup> Street N: Operation of a gas service station (**Reviewed 2008**)
- 27 Helvetia Stables – January 5, 1971 – 11490 Julianne Avenue N: Indoor Training Arena and Stable (**Reviewed 2008**)
28. Floyds (Right-A-Way Auto Salvage) – April 6, 1971 – 7559 Jamaca Ave N: Repairables and Auto Sales (**Completed 2010**)
29. Goldwood Kennels – September 5, 1971 – 9500 Dellwood Road N: Dog Kennel

30. Min Tech – July 12, 1972 – 6077 Lake Elmo Avenue
31. Stillwater Veterinary Clinic – June 4, 1974 – 9550 N 60<sup>th</sup> Street
32. Needham Distributing Co – November 4, 1975 – 6080 Lake Elmo Avenue N
33. Izaak Walton League – December 2, 1975 – S1/2 of NW1/4 Sect 6
34. Lee Schneider Kennel – December 7, 1976 – 10838 60<sup>th</sup> Street North  
**N/A 4-30-08**
35. Gasthuas Bavarian Hunter – April 5, 1977 – 8390 Lofton Avenue North
  
36. Indian Hills Golf Club – September 6, 1977 – 6667 Keats Avenue North  
**(Reviewed 2009)**
37. Valley Custom Mold – July 11, 1978 – 11020 60<sup>th</sup> Street North **(Reviewed 2009)**
38. Advance Self Storage – July 11, 1978 – 11140 (?) 60<sup>th</sup> Street North
39. Kunz Storage (Stillwater Ranches) – October 3, 1978 – Leeward Avenue North
40. Cory & Tracy Grandstrand – April 3, 1979 – Julianne & 110<sup>th</sup>: Horse Boarding  
– 11130 Julianne Ave N **(Reviewed 2008)**
41. Ron Resch – September 4, 1979 – 8540 Kimbro Avenue N: Horse Boarding,  
Training & Lessons
42. Franklin Enfield Orchard – November 6, 1979 – 8400 Manning Avenue N: Storage  
Building
43. Anthony Rohr – July 1, 1980 – 8144 89<sup>th</sup> Street North – Private Dog Kennel – **(N/A  
4-30-08)**
44. Dan Potter – May 5, 1981 - 8220 105<sup>th</sup> Street N
45. Van Giffen – September 1, 1981 – Location (?): Private Dog Kennel
46. Kokkeler Horse Boarding – April 6, 1982 – 8255 7<sup>5th</sup> Street North **(Reviewed 2008)**
47. Ellington Summer Day School – July 3, 1984 – 10670 75<sup>th</sup> Street North
48. Pine Tree Orchard Ski Trails – August 6, 1985 – (in Grant by Orchard)

49. Walter Jones – August 6, 1985 – 80<sup>th</sup> Street: Private Dog Kennel (N/A 4-30-08)
50. Century Feeds – October 1, 1985 – 10010 60<sup>th</sup> Street N (**Reviewed 2008 – completed 2009**)
51. Latter Rain Mission Church – December 2, 1986 – 9348 75<sup>th</sup> Street N
52. Aamodts Apple Orchard – 6428 Manning Avenue (**Reviewed 2008**)
53. Fritz Auto Salvage – Cnty Road 17 between Hwy 36 & Cnty Road 12 (**In progress**)
54. Brothers Manufacturing
55. American Polywater Amended CUP
56. Waste Busters
57. City Center Plaza, LLC
58. DNR CUP at 10855 Manning Trail
59. Mahtomedi School District/Athletic Fields
60. Axdahl Farms Haunted Trail
61. AT&T Monopole, Cell Tower at Kimbro Avenue

## AGENDA ITEM 9H

**STAFF ORIGINATOR**     Kim Points  
**MEETING DATE**         January 3, 2012  
**TOPIC**                     Current Ordinance Issues

### BACKGROUND

In the past several months issues have been raised regarding current City ordinances that may present further issues at some point in the future. Staff wants the Council to be aware of these issues and obtain Council direction regarding any revisions to these ordinances.

The following is an outline of these issues:

- 1) Zoning Ordinance 32-185; Grading permit section: It is the understanding of staff that if an individual does not obtain a grading permit prior to grading taking place, the fine is a triple fee for that grading permit. There is nothing in the City's ordinance that allows a triple fee to be collected.
- 2) Section 32-1; Home Occupations/Definitions: It is noted in the table of uses that home occupations meeting the criteria are allowed with a COC. Those that do not meet the criteria require a CUP. There is no criteria listed and the definition of "incidental" is unclear.
- 3) Section 32-313F; Accessory Buildings: If accessory buildings are within 6 feet or less and of the same exterior as a garage, it does not apply as an accessory building, therefore having no square footage limits.
- 4) Temporary Structures – Currently the City's ordinance does not address temporary structures so they are not allowed. Staff has had several inquiries regarding the "portable" fabric type units.
- 5) Tractor/Trailer Billboard – Recently placed on the roadway within the City of Grant, the ordinance allowed 30 days for removal with no fines/fees. The City did receive many complaints about the trailer, clearly not allowed per City ordinance.

### STAFF RECOMMENDATION

Discussion of the current ordinance issues and provide staff direction.

## 2012 City of Grant Meeting Calendar

All meetings are at 7 PM @ the Town Hall (8380 Kimbro Ave.) unless otherwise noted.  
 Land Applications are due 6 weeks before the Planning Commission meetings. Please see the 2012  
 Planning Commission Schedule for further details.

Month	City Council Regular Meeting	City Council Workshop Meeting	Planning Commission Regular Meeting
January	01/04/12		01/17/12
February	02/07/12		02/21/12
March	03/06/12		03/19/12
April	04/02/12		04/16/12
May	05/01/12		05/21/12
June	06/06/12		06/18/12
July	07/??/12		07/16/12
August	08/07/12		08/20/12
September	09/04/12		09/17/12
October	10/01/12		10/15/12
November	11/??/12		11/17/12
December	12/04/12		12/17/12
January	01/03/13		01/22/13

\*\*Monday, January 16, MLK Jr. Day\*\*

\*\*Monday, February 20, Presidents Day\*\*

\*\*\*Meeting Schedule Subject to Change\*\*\*



## AGENDA ITEM 9H

**STAFF ORIGINATOR**     Kim Points  
**MEETING DATE**         January 3, 2012  
**TOPIC**                     Current Ordinance Issues

### BACKGROUND

In the past several months issues have been raised regarding current City ordinances that may present further issues at some point in the future. Staff wants the Council to be aware of these issues and obtain Council direction regarding any revisions to these ordinances.

The following is an outline of these issues:

- 1) Zoning Ordinance 32-185; Grading permit section: It is the understanding of staff that if an individual does not obtain a grading permit prior to grading taking place, the fine is a triple fee for that grading permit. There is nothing in the City's ordinance that allows a triple fee to be collected.
- 2) Section 32-1; Home Occupations/Definitions: It is noted in the table of uses that home occupations meeting the criteria are allowed with a COC. Those that do not meet the criteria require a CUP. There is no criteria listed and the definition of "incidental" is unclear.
- 3) Section 32-313F; Accessory Buildings: If accessory buildings are within 6 feet or less and of the same exterior as a garage, it does not apply as an accessory building, therefore having no square footage limits.
- 4) Temporary Structures – Currently the City's ordinance does not address temporary structures so they are not allowed. Staff has had several inquiries regarding the "portable" fabric type units.
- 5) Tractor/Trailer Billboard – Recently placed on the roadway within the City of Grant, the ordinance allowed 30 days for removal with no fines/fees. The City did receive many complaints about the trailer, clearly not allowed per City ordinance.

### STAFF RECOMMENDATION

Discussion of the current ordinance issues and provide staff direction.