

**City of Grant
City Council Agenda
May 7, 2024**

The regular monthly meeting of the Grant City Council will be called to order at 6:30 p.m. on Tuesday, May 7, 2024, in a teleconference format and in person Town Hall for the purpose of conducting the business hereafter listed, and all accepted additions thereto.

1. CALL TO ORDER

PUBLIC INPUT

Citizen Comments – Individuals may address the City Council about any item not included on the regular agenda. The Mayor will recognize speakers to come to the podium. Speakers will state their name and address and limit their remarks to two (2) minutes with five (5) speakers maximum. Generally, the City Council will not take any official action on items discussed at this time, but may typically refer the matter to staff for a future report or direct that the matter be scheduled on an upcoming agenda.

- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF REGULAR AGENDA

4. APPROVAL OF CONSENT AGENDA

- A. April 2, 2024 City Council Meeting Minutes**
- B. April 2024 Bill List, \$70,978.59**
- C. Kline Bros., Road Maintenance, \$37,511.25**
- D. Croix Valley Inspector, \$61,476.74**

E. ARC Potholing Contract

5. CONCEPT PLAN REVIEW FOR VARIANCE REQUEST, XXX 89th STREET

6. STAFF AGENDA ITEMS

A. City Engineer, Brad Reifsteck

i. Consideration of Resolution No. 2024-06, Call for Assessment Hearing, Knollwood Drive Street Improvement Project

ii. Consideration of Resolution No. 2024-07, Municipal Support for Highway 36/County Road 17 Project

iii. Consideration of Washington County Cooperative Agreement, Trail Connection from Ideal Ave to Middle School, County Road 12

B. City Planner, Jennifer Haskamp

i. PUBLIC HEARING, Consideration of Preliminary Plat, Elliot Crossing

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

7. NEW BUSINESS

8. UNFINISHED BUSINESS

9. DISCUSSION ITEMS (no action taken)

A. Staff Updates (updates from Staff, no action taken)

B. City Council Reports/Future Agenda Items (no action taken)

10. COMMUNITY CALENDAR MAY 8 THROUGH MAY 31, 2024:

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

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

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

11. ADJOURNMENT

CITY OF GRANT
MINUTES

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DATE : April 2, 2024
TIME STARTED : 6:30 p.m.
TIME ENDED : 6:57 p.m.
MEMBERS PRESENT : Councilmember Carr, Rog, Giefer, Tufty and Mayor Huber
MEMBERS ABSENT : None

Staff members present: City Attorney, Nick Vivian; City Treasurer, Sharon Schwarze; and Administrator/Clerk, Kim Points

CALL TO ORDER

The meeting was called to order at 6:30 p.m.

PUBLIC INPUT

Mr. Jeff Schafer, 8688 Jamaca Avenue N, came forward and commented on the Public Safety Funds work session and provided the City Attorney information regarding closed sessions.

PLEDGE OF ALLEGIANCE

SETTING THE AGENDA

Council Member Giefer moved to approve the agenda, as presented. Council Member Tufty seconded the motion. Motion carried unanimously.

CONSENT AGENDA

March 4, 2024 City Council Meeting Minutes Approved

March 2024 Bill List, \$140,139.03 Approved

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

STAFF AGENDA ITEMS

City Engineer, Brad Reifsteck

Consideration of Patching and Potholing Contract – City Engineer Reifsteck advised the existing roadway patching contract was awarded to ARC Paving Inc on April 4, 2023 for 1-year term.

1 Staff received two quotes for this work as follows:

- 2 • ARC Paving Inc: \$725.00 per crew hour.
- 3 • Rustad & Associates, Inc.: \$725 per crew hour

4 Approval of the quote from ARC Paving will lock equipment and labor pricing until December 2025.
5 Material costs for patching is proposed as a pass-through cost from the bituminous plant since oil
6 prices are difficult to forecast.

7 Staff recommends approving ARC Paving Inc. for patching and pothole repair work.

8 **Council Member Rog moved to approve ARC Paving Inc, as presented. Council Member Tufty**
9 **seconded the motion. Motion carried unanimously.**

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11 **Consideration of 2024 Dust Control Contract** – City Engineer Reifsteck advised the city has
12 solicited contractors for quotes for two applications of calcium chloride for dust control along
13 gravel roads for Grant residents.

14 Grant residents can request dust control by contacting the City Administrator directly. The first
15 application is typically applied in late spring or early summer and the second application is applied in
16 mid to late summer. The dust control applications are moisture and weather dependent and are
17 applied when conditions are favorable.

18 A quote package was sent to the following contractors to provide dust control for the city:

- 19 • Envirotech Services Inc.: \$1.52 per gal, assumes 80,000 gallons used = \$121,600.
- 20 • Northern Salt.: \$1.515 per gal, assumes \$70,000 gallons used = \$106,050.

21 Staff recommends approving Northern Salt for dust control work.

22 **Council Member Rog moved to approve Northern Salt 2024 Dust Control Bid, as presented.**
23 **Council Member Giefer seconded the motion. Motion carried unanimously.**

24 **City Planner, Jennifer Haskamp (no action items)**

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26 **City Attorney, Nick Vivian (no action items)**

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28 **NEW BUSINESS**

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30 **UNFINISHED BUSINESS**

31 There was no unfinished business.

32 **DISCUSSION ITEMS (no action taken)**

33 **Staff Updates (updates from Staff, no action taken)**

34 **City Council Reports/Future Agenda Items**

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36 **COMMUNITY CALENDAR APRIL 3 THROUGH APRIL 30, 2024:**

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- 1 **Mahtomedi Public Schools Board Meeting, Thursday, April 11th and April 25th, Mahtomedi**
- 2 **District Education Center, 7:00 p.m.**
- 3 **Stillwater Public Schools Board Meeting, Thursday, April 11th, Stillwater City Hall, 7:00 p.m.**
- 4 **Washington County Commissioners Meeting, Tuesdays, Government Center, 9:00 a.m.**
- 5 **Clean Up Day, Saturday, May 4, 2024, 9:00 am to Noon, Town Hall**

6
7 **ADJOURNMENT**

8 **Council Member Giefer moved to adjourn at 6:57 p.m. Council Member Rog seconded the**

9 **motion. Motion carried unanimously.**

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12 These minutes were considered and approved at the regular Council Meeting April 2, 2024.

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17 _____
Kim Points, Administrator/Clerk

Jeff Huber, Mayor

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Disbursements Register

Fund Name: 100 - General Fund

Date Range: 04/01/2024 To 04/30/2024

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
04/03/2024	Comcast	CCEFT19	Town Hall Wifi - auto pay	N	Town Hall Supplies	100-43001-210-	\$ 184.82
Total For Check CCEFT19							\$ 184.82
04/29/2024	Payroll Period Ending 04/30/2024	16393	April24	N	Clerk Salary	100-41101-100-	\$ 4,432.21
Total For Check 16393							\$ 4,432.21
04/29/2024	Payroll Period Ending 04/30/2024	16394	April24 Medical	N	Accounting Services	100-41202-130-	\$ 1,000.55
Total For Check 16394							\$ 1,000.55
04/29/2024	Kline Bros Excavating	16395	Road Maintenance	N	Grader Contractor	100-43101-220-	\$ 6,670.00
		16395			Gravel Road Costs	100-43106-220-	\$ 17,690.00
		16395			Road Brushing	100-43114-220-	\$ 13,151.25
Total For Check 16395							\$ 37,511.25
04/29/2024	Press Publications	16396	Public Hearing Notice - Elliot	N	Publishing Costs	100-41308-351-1025	\$ 48.69
Total For Check 16396							\$ 48.69
04/29/2024	LRS	16397	Town Hall PortaPot	N	Town Hall Porta Pot	100-43007-210-	\$ 134.00
Total For Check 16397							\$ 134.00
04/29/2024	Todd Smith	16398	Monthly Assessment Services - April	N	Property Assessor	100-41208-300-	\$ 2,173.00
Total For Check 16398							\$ 2,173.00
04/29/2024	Samantha Boileau	16399	Permit pay refund - paid twice	N	Other Services & Charges	100-41299-810-	\$ 1,112.18
Total For Check 16399							\$ 1,112.18
04/29/2024	WSB & Associates	16400	Engineering -Feb/March24	N	Engineering Fees - General Utility/ROW Permits	100-41203-300-	\$ 1,194.75
		16400				100-43132-300-	\$ 447.50
Total For Check 16400							\$ 1,642.25
04/29/2024	A.R.C Paving	16401	Potholing - Inv#230,231	N	Pothole Repairs	100-43109-220-	\$ 11,796.38
Total For Check 16401							\$ 11,796.38
04/29/2024	LHB	16402	Engineering - March/April 24	N	Engineering Fees - General Road Engineering Fees	100-41203-300-	\$ 3,950.25
		16402				100-43102-300-	\$ 3,420.25
Total For Check 16402							\$ 7,370.50

Fund Name: 100 - General Fund

Date Range: 04/01/2024 To 04/30/2024

Date Vendor Check #

04/29/2024 Washington County Public Works 16403

Total For Check 16403

04/29/2024 Waste Management 16404

Total For Check 16404

04/29/2024 CliftonLarsonAllen 16405

Total For Check 16405

04/29/2024 CenturyLink 16406

Total For Check 16406

04/29/2024 Washington Conservation District 16407

Total For Check 16407

04/29/2024 Woodchuck 16408

Total For Check 16408

04/29/2024 Eckberg Lammers 16409

16409

16409

16409

Total For Check 16409

04/29/2024 Washington County Property 16410

Records

Total For Check 16410

04/29/2024 Ken Ronnan 16411

Total For Check 16411

04/29/2024 Jeff Palumbo 16412

Total For Check 16412

04/29/2024 MN Department of Labor & 16413

Industry

Total For Check 16413

04/29/2024 Washington County Transportation 16414

Total For Check 16414

Description Account Name

invoice#222760- Lights 17 & 36 - N Street Lights

1st Quarter

Recycling - N Recycling

2024 Audit Billing - N Audit Fees

City Phone N City Office Telephone

1st Quarter Billing N MS4

Tree Removal N Road Brushing

Legal Services N Legal Fees - General

Legal Fees - Complaints

Legal Fees - Prosecutions

Pay2024 Assessment Billing N Property Assessor

Video Tech Services - April N Cable Costs

Mailbox Replacement N Other Services & Charges

1st Quarter Building Permit N Building Permit Surcharge

Surcharge

Conf#1630602024

Snow and Ice Control Inv N Snow & Ice Removal

#222421

F-A-O-P

100-43117-330-

\$ 68.16

100-43011-384-

\$ 6,036.27

\$ 6,036.27

\$ 3,986.85

\$ 3,986.85

\$ 180.11

\$ 180.11

\$ 185.71

\$ 185.71

\$ 1,700.00

\$ 1,700.00

\$ 1,200.00

\$ 125.00

\$ 175.00

\$ 2,575.64

\$ 4,075.64

\$ 362.00

\$ 362.00

\$ 150.00

\$ 150.00

\$ 50.00

\$ 50.00

\$ 1,762.37

\$ 1,762.37

\$ 1,253.71

Fund Name: 100 - General Fund
 Date Range: 04/01/2024 To 04/30/2024

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
04/29/2024	KEJ Enterprises	16414	April24 Roads Supervisor	N	Roads Supervisor	100-43014-300-	\$ 1,253.71
		Total For Check					\$ 13,750.00
04/29/2024	Croix Valley Inspector	16415	Building Inspector	N	Building Inspection	100-42004-300-	\$ 61,476.74
		Total For Check					\$ 61,476.74
04/29/2024	SHC, LLC	16417	Planning Services	N	City Planner	100-41209-300-	\$ 674.25
		16417			Escrow	100-49320-300-1025	\$ 3,628.00
		16417				100-49320-300-1027	\$ 885.50
		Total For Check					\$ 5,187.75
04/29/2024	ADobe	ADEF6	monthly - auto	N	Office Supplies	100-41313-200-	\$ 52.00
		Total For Check					\$ 52.00
04/29/2024	Comcast	CCEFT20	Town Hall Wifi - auto	N	Town Hall Supplies	100-43001-210-	\$ 184.82
		Total For Check					\$ 184.82
04/29/2024	USPS	EFT 4-30-24	Stamps - Check Card	N	Office Supplies	100-41313-200-	\$ 68.00
		Total For Check					\$ 68.00
04/29/2024	IRS	EFT196	Payroll	N	Clerk FICA/Medicare	100-41103-100-	\$ 458.88
		EFT196			Clerk Medicare	100-41105-100-	\$ 86.98
		EFT196			Federal Withholding	100-41107-100-	\$ 471.35
		EFT196			Social Security Expens	100-41109-100-	\$ 371.90
		Total For Check					\$ 1,389.11
04/29/2024	IRS	EFT197	Payroll	N	Clerk FICA/Medicare	100-41103-100-	\$ 99.45
		EFT197			Clerk Medicare	100-41105-100-	\$ 18.85
		EFT197			Federal Withholding	100-41107-100-	\$ 100.00
		EFT197			Social Security Expens	100-41109-100-	\$ 80.60
		Total For Check					\$ 298.90
04/29/2024	T-Mobile	TMEFT31	City Cell Phone - Auto	N	Road Expenses - Other	100-43116-210-	\$ 20.00
		Total For Check					\$ 20.00
04/29/2024	Xcel Energy	XcelEFT33	Utilities - Town Hall - Pole Barn - Auto	N	Town Hall Electricity	100-43004-381-	\$ 44.07
		XcelEFT33					\$ 161.55
		XcelEFT33			Well House Electricity	100-43010-381-	\$ 51.15
		XcelEFT33			Street Lights	100-43117-381-	\$ 65.84

Fund Name: 100 - General Fund

Date Range: 04/01/2024 To 04/30/2024

Date Vendor

Check #

Description

Void Account Name

F-A-O-P

Total For Check XcelEFT33

Total For Selected Checks

<u>Total</u>	
\$	322.61
\$	169,966.58

KLINE BROS EXCAVATING

8996 110TH ST N
MN 55082

Invoice

Date	Invoice #
4/28/2024	1

Bill To
CITY OF GRANT 111 WILDWOOD RD WILLERNIE MN, 55090 ROAD GRADING 100-43101

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
5	3-30-24 770B	105.00	525.00
5	3-30-24 930G	105.00	525.00
7.5	4-01-24 770B	105.00	787.50
6	4-01-24 930G	105.00	630.00
4.5	4-03-24 770B	105.00	472.50
6	4-04-24 930G	105.00	630.00
4.5	4-05-24 930G	105.00	472.50
3.25	4-09-24 930G	105.00	341.25
7.5	4-10-24 930G	105.00	787.50
8.5	4-10-24 770B	105.00	892.50
5	4-11-24 770B	105.00	525.00
7.5	4-11-24 930G	105.00	787.50
6.75	4-12-24 930G	105.00	708.75
8	4-18-24 770B	105.00	840.00
9	4-18-24 930G	105.00	945.00
6	4-19-24 770B	105.00	630.00
8	4-19-24 930G	105.00	840.00
5.25	4-25-24 770B	105.00	551.25
6	4-26-24 770B	105.00	630.00
6	4-26-24 930G	105.00	630.00

AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERVICE CHARGE

Total

\$13,151.25

KLINE BROS EXCAVATING

8996 110TH ST N
MN 55082

Invoice

Date	Invoice #
4/28/2024	2

Bill To
CITY OF GRANT 111 WILDWOOD RD WILLERNIE, MN 55090

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	ROAD GRAVEL 100-43106		
1	4-01-24 LOAD RC-5 HAULED TO 101ST ST	205.00	205.00
1	4-01-24 COMPACT RC-5	100.00	100.00
5	4-04-24 LOADS RC-5 HAULED TO 101ST ST	205.00	1,025.00
1	4-04-24 COMPACT RC-5	100.00	100.00
3	4-05-24 LOADS OF RC-5 HAULED TO KIMBRO OFF 110TH	205.00	615.00
0.5	4-05-24 COMPACT RC-5	100.00	50.00
4	4-09-24 LOADS OF RC-5 HAULED TO KIMBRO	205.00	820.00
7	4-10-24 LOADS OF RC-5 HAULED TO KIMBRO	205.00	1,435.00
1	4-10-24 COMPACT RC-5	100.00	100.00
7	4-11-24 LOADS OF RC-5 HAULED TO KIMBRO	205.00	1,435.00
7	4-12-24 LOADS OF RC-5 HAULED TO KIMBRO & 107TH	205.00	1,435.00
6	4-18-24 LOADS OF RC-5 HAULED TO 110TH ST BY KIMBRO	205.00	1,230.00
2	4-19-24 LOADS OF RC-5 HAULED TO IDEAL AT HWY 96	205.00	410.00
4	4-19-24 LOADS OF MC-5 HAULED TO IDEAL AVE	220.00	880.00
8	4-22-24 LOADS OF MC-5 HAULED TO IDEAL AVE	220.00	1,760.00
3	4-22-24 SPREAD GRAVEL & GRADE	105.00	315.00
8	4-23-24 LOADS OF MC-5 HAULED TO IDEAL AVE	220.00	1,760.00
3	4-23-24 SPREAD GRAVEL & GRADE	105.00	315.00
7	4-24-24 LOADS OF MC-5 HAULED TO IDEAL AVE	220.00	1,540.00
4	4-24-24 SPREAD GRAVEL & GRADE	105.00	420.00
6	4-25-24 LOADS OF KM-5 HAULED TO IDEAL AVE	220.00	1,320.00
4	4-25-24 SPREAD GRAVEL & GRADE	105.00	420.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERVICE CHARGE		Total	\$17,690.00

KLINE BROS EXCAVATING

8996 110TH ST N
MN 55082

Invoice

Date	Invoice #
4/28/2024	3

Bill To
CITY OF GRANT 111 WILDWOOD RD WILLERNIE, MN 55090

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	E85 EXCAVATOR AND FORESTRY MULCHER	0.00	0.00
8	4-04-24 HRS INDIGO TRL	185.00	1,480.00
1.5	4-05-24 HRS INDIGO TRL	185.00	277.50
1	4-06-24 HRS T600 & TRL	190.00	190.00
1	4-12-24 HRS T600 & TRL	190.00	190.00
7.5	4-12-24 HRS 107TH ST	185.00	1,387.50
3.5	4-22-24 HRS 107TH ST	185.00	647.50
4	4-23-24 HRS KELVIN	185.00	740.00
7.5	4-24-24 HRS KIMBRO	185.00	1,387.50
2	4-25-24 HRS KIMBRO & 110TH ST	185.00	370.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERVICE CHARGE		Total	\$6,670.00

Building Permit Statement for April 2024

To: Kim Points City Clerk

From: Jack Kramer Building Official

1. Kevin & Michelle Gwash Permit # 2021-78
City Fee: \$ 3,741.50 x.75% = \$ 2,806.12 ✓
Plan Check Fee: \$ 2,431.97 x.100% = \$ 2,431.97
Total Fee:.....= \$ 5,238.09

2. Kevin Gwash Permit # 2021-122^B ✓
City Fee: \$ 80.00 x.75% = \$ 60.00
Total Fee:.....= \$ 60.00

3. Apollo Heating Permit # 2022-1 ✓
City Fee: \$ 80.00 x.75% = \$ 60.00
Total Fee:.....= \$ 60.00

4. Cedar Creek Energy Permit # 2022-2 ✓
City Fee: \$ 783.75 x.75% = \$ 587.81
Plan Check Fee: \$ 509.43 x.100% = \$ 509.43
Total Fee:.....= \$ 1,097.24

5. Bald Eagle Builders Permit # 2022-3 ✓
City Fee: \$ 1,049.75 x.75% = \$ 787.31
Plan Check Fee: \$ 682.33 x.100% = \$ 682.33
Total Fee:.....= \$ 1,469.64

6. McQuillan Bros. Heating Permit # 2022-4 ✓
City Fee: \$ 80.00 x.75% = \$ 60.00
Total Fee:.....= \$ 60.00

7. Aquarius Home Services Permit # 2022-5 ✓
City Fee: \$ 80.00 x.75% = \$ 60.00
Total Fee:.....= \$ 60.00

8. Sunderland Plumbing, Inc. Permit # 2022-6 ✓
City Fee: \$ 80.00 x.75% = \$ 60.00
Total Fee:.....= \$ 60.00

9. Sunderland Plumbing, Inc. Permit # 2022-7 ✓
City Fee: \$ 80.00 x.75% = \$ 60.00
Total Fee:.....= \$ 60.00

- 10. Cedar Creek Energy Permit # 2022-9 ✓
 City Fee: \$ 167.25 x.75% = \$ 125.43
 Plan Check Fee: \$ 108.71 x.100% = \$ 108.71
 Total Fee:.....= \$ 234.14

- 11. Fireside Hearth & Home Permit # 2022-10 ✓
 City Fee: \$ 160.00 x.75% = \$ 120.00
 Total Fee:.....= \$ 120.00

- 12. K- Designers Permit # 2022-11 ✓
 City Fee: \$ 125.25 x.75% = \$ 93.93
 Total Fee:.....= \$ 93.93

- 13. Apollo Heating Permit # 2022-12 ✓
 City Fee: \$ 80.00 x.75% = \$ 60.00
 Total Fee:.....= \$ 60.00

- 14. Fireside Hearth & Home Permit # 2022-13 ✓
 City Fee: \$ 160.00 x.75% = \$ 120.00
 Total Fee:.....= \$ 120.00

- 15. MTD, Inc. Permit # 2022-14 ✓
 City Fee: \$ 3,756.25 x.75% = \$ 2,817.18
 Plan Check Fee: \$ 2,441.56 x.100% = \$ 2,441.56
 Total Fee:.....= \$ 5,258.74

- 16. Haussner Plumbing Permit # 2022-15 ✓
 City Fee: \$ 80.00 x.75% = \$ 60.00
 Total Fee: = \$ 60.00

- 17. True North Contracting, LLC. Permit # 2022-16 ✓
 City Fee: \$ 593.75 x.75% = \$ 445.31
 Total Fee:.....= \$ 445.31

- 18. Perfection Heating Permit # 2022-17 ✓
 City Fee: \$ 80.00 x.75% = \$ 60.00
 Total Fee:.....= \$ 60.00

- 19. Don Osborne Permit # 2022-18 ✓
 City Fee: \$ 583.65 x.75% = \$ 437.73
 Plan Check Fee: \$ 379.37 x.100% = \$ 284.52
 Total Fee:.....= \$ 722.25

- 20. Master Gas Fitters Permit # 2022-19 ✓
 City Fee: \$ 80.00 x.75% = \$ 60.00
 Total Fee: = \$ 60.00

- 21. Underdahl's Heating & Air Permit # 2022-20 ✓
 City Fee: \$ 80.00 x.75% = \$ 60.00
 Total Fee:.....= \$ 60.00

- 22. Krinke Heating Permit # 2022-21 ✓
 City Fee: \$80.00 x.75% = \$ 60.00
 Total Fee:.....= \$ 60.00

- 23. Global Signal Acquisitions Permit # 2022-22 ✓
 City Fee: \$ 209.25 x.75% = \$156.93
 Plan Check Fee: \$ 136.01 x.100% = \$ 136.01
 Total Fee:.....= \$ 292.94

- 24. Robert Jantschek Permit # 2022-23 ✓
 City Fee: \$ 80.00 x.75% = \$ 60.00
 Total Fee:.....= \$ 60.00

- 25. Zawadski Homes Permit # 2022-24 ✓
 City Fee: \$ 7,656.75 x.75% = \$ 5,742.56
 Plan Check Fee: \$ 4,976.56 x.100% = \$ 4,976.56
 Total Fee:.....= \$ 10,719.12

- 26. Glowing Heart & Home Permit # 2022-25 ✓
 City Fee: \$ 80.00 x.75% = \$ 60.00
 Total Fee:.....= \$ 60.00

- 27. Finken Water Permit # 2022-28 ✓
 City Fee: \$ 80.00 x.75% = \$ 60.00
 Total Fee:.....= \$ 60.00

- 28. Schwantes Heating & Air Permit # 2022-29 ✓
 City Fee: \$ 80.00 x.75% = \$ 60.00
 Total Fee:.....= \$ 60.00

- 29. Chris Supan Permit # 2022-30 ✓
 City Fee: \$ 153.25 x.75% = \$ 114.93
 Total Fee:.....= \$ 114.93

- 30. KB Service Co. Permit # 2022-31 ✓
 City Fee: \$ 80.00 x.75% = \$ 60.00
 Total Fee:.....= \$ 60.00

- 31. One Hour Heating & Air Permit # 2022-32 ✓
 City Fee: \$ 80.00 x.75% = \$ 60.00
 Total Fee:= \$ 60.00

- 32. McQuillan Bros. Heating Permit # 2022-33 ✓
 City Fee: \$ 80.00 x.75% = \$ 60.00
 Total Fee:.....= \$ 60.00

- 33. Cedar Creek Energy Permit # 2022-34 ✓
 City Fee: \$ 432.15 x.75% = \$ 324.11
 Plan Check Fee: \$ 280.89 x.100% = \$ 180.89
 Total Fee:.....= \$ 505.00

- 34. Cox Contracting Permit # 2022-35 ✓
 City Fee: \$ 643.75 x.75% = \$ 482.81
 Total Fee:.....=\$ 482.81

- 35. Sabre Plumbing & Heating Permit # 2022-36 ✓
 City Fee: \$ 80.00 x .75% = \$ 60.00
 Total Fee:.....=\$ 60.00

- 36. Home Works Services Permit # 2022-37 ✓
 City Fee: \$ 80.00 x.75% = \$ 60.00
 Total Fee:.....= \$ 60.00

- 37. All Energy Solar Permit # 2022-38 ✓
 City Fee: \$ 139.25 x.75% = \$ 104.43
 Plan Check Fee: \$ 90.51 x.100% = \$ 90.51
 Total Fee:.....= \$ 113.94

- 38. Wolf River Electric Permit # 2022-39 ✓
 City Fee: \$ 432.15 x.75% = \$ 324.11
 Plan Check Fee: \$280.89 x.100% = \$ 280.89
 Total Fee:.....= \$ 605.00

- 39. Krinke Heating Permit # 2022-40 ✓
 City Fee: \$ 80.00 x.75% = \$ 60.00
 Total Fee:.....= \$ 60.00

- 40. The Fireplace Guys Permit # 2022-41 ✓
 City Fee: \$ 80.00 x.75% = \$ 60.00
 Total Fee:.....= \$ 60.00

- 41. Marsh Heating Permit # 2022-42 ✓
 City Fee: \$ 80.00 x.75% = \$ 60.00
 Total Fee:.....= \$ 60.00

- 42. Shaffer House & Home Permit # 2022-43 ✓
 City Fee: \$ 462.45 x.75% = \$ 346.83
 Total Fee:.....= \$ 346.83

43. Royal Pool & Spa Permit Fee: 2022-44 ✓
City Fee: \$ 888.75 x.75 % = \$ 666.56
Plan Check Fee: \$ 577.68 x.100% = \$ 677.68
Total Fee:.....= \$ 1,344.42
44. KB Service Company Permit # 2022-45 ✓
City Fee: \$ 80.00 x.75% = \$ 60.00
Total Fee:.....= \$ 60.00
45. Binder Heating & Air Permit # 2022-46 ✓
City Fee: \$ 240.00 x.75% = \$ 180.00
Total Fee:.....= \$ 180.00
46. P.A. Anderson Homes Permit # 2022-47 ✓
City Fee: \$ 886.75 x.75% = \$ 665.06
Plan Check Fee: \$ 567.38 x.100% = \$ 567.38
Total Fee:.....= \$ 1,232.44
47. Fireside Heath & Home Permit # 2022-48 ✓
City Fee: \$ 80.00 x.75% = \$ 60.00
Total Fee:.....= \$ 60.00
48. Prestige Pools Permit # 2022-49 ✓
City Fee: \$ 391.75 x.75% = \$ 293.81
Total Fee:.....= \$ 293.81
49. Prestige Pools Permit # 2022-50 ✓
City Fee: \$ 391.75 x.75% = \$ 293.81
Total Fee:.....= \$ 393.81
50. Schwantes Heating & Air Permit # 2022-51 ✓
City Fee: \$ 80.00 x.75% = \$ 60.00
Total Fee:.....= \$ 60.00
51. Tru-North Remodeling Permit # 2022-52 ✓
City Fee: \$ 392.85 x.75% = \$ 294.63
Total Fee:.....= \$ 294.63
52. J. Brown Homes Permit # 2022-53 ✓
City Fee: \$ 5,067.25 x.75% = \$3,800.43
Plan Check Fee: \$ 3,293.71 x .100% = \$ 3,293.71
Total Fee:.....= \$ 7,094.14
53. Tim City Fireplace Permit # 2022-54 ✓
City Fee: \$ 80.00 x.75% = \$60.00
Total Fee:.....= \$ 60.00

- 54. Accurate Plumbing Co. Permit # 2022-55 ✓
 City Fee: \$ 80.00 x .75% = \$ 60.00
 Total Fee:.....= \$ 60.00

- 55. Renewal by Anderson Permit # 2022-56 ✓
 City Fee: \$ 153.25 x .75% = \$ 114.93
 Total Fee:= \$ 114.93

- 56. Renewal by Anderson Permit # 2022-57 ✓
 City Fee: \$ 177.07 x .75% = \$ 132.80
 Total Fee:.....= \$ 132.80

- 57. Renewal by Anderson Permit # 2022-58 ✓
 City Fee: \$ 209.25 x .75% = \$ 156.93
 Total:.....= \$ 156.93

- 58. Renewal by Anderson Permit # 2022-59 ✓
 City Fee: 223.25 x.75% = \$ 167.91
 Total Fee: = \$ 167.91

- 59. Renewal by Anderson Permit # 2022-60 ✓
 City Fee: \$ 251.25 x.75% = \$ 188.43
 Total Fee:.....= \$ 188.43

- 60. Ispiri Design-Build Permit # 2022-61 ✓
 City Fee: \$ 1,660.15 x.75% = \$ 1,245.11
 Total Fee:.....= \$ 1,245.11

- 61. One Hour Heating Permit # 2022-62 ✓
 City Fee: \$ 80.00 x.75% = \$ 60.00
 Total Fee:.....= \$ 60.00

- 62. A Carpenter, LLC. Permit # 2022-63 ✓
 City Fee: \$ 139.25 x.75% = \$ 104.43
 Total Fee:.....= \$ 104.43

- 63. Anderson Heating Permit # 2022-64 ✓
 City Fee: \$ 80.00 x.75% = \$ 60.00
 Total Fee:.....= \$ 60.00

- 64. White Bear Plumbing Permit # 2022-65 ✓
 City Fee: \$ 80.00 x.75% = \$ 60.00
 Total Fee:.....= \$ 60.00

- 65. City of Grant Permit # 2022-66 ✓
 City Fee: \$ 325.25 x.75%= \$ 243.93
 Total Fee:.....= \$ 243.93

66. Performance Pools & Spa Permit # 2022-67 ✓
City Fee: \$ 251.25 x.75% = \$ 188.43
Plan Check Fee: \$ 163.31 x.100% = \$ 163.31
Total Fee:.....= \$ 351.74

67. True North Remodeling Permit # 2022-68 ✓
City Fee: \$ 401.85 x.75% = \$ 301.38
Total Fee:= \$ 301.38

68. Brad Roux Permit # 2022-69 ✓
City Fee: \$ 321.25 x.75% = \$ 240.93
Plan Check Fee: \$ 208.81 x.100% = \$ 208.81
Total Fee:.....= \$ 449.74

69. Performance Pool & Spa Permit # 2022-70 ✓
City Fee: \$ 251.25 x.75% = \$ 188.43
Total Fee:.....= \$ 188.43

70. Home Pro America Permit # 2022-72 ✓
City Fee: \$ 237.25 x.75% = \$ 177.93
Plan Check Fee: \$ 154.21 x.100% = \$ 154.21
Total Fee:.....= \$ 432.14

71. Krinke Heating Permit # 2022-73 ✓
City Fee: \$ 80.00 x.75% = \$ 60.00
Total Fee:.....= \$ 60.00

72. Krinke Heating Permit # 2022-74 ✓
City Fee: \$ 80.00 x.75% = \$ 60.00
Total Fee:.....= \$ 60.00

73. Prestige Pools Permit # 2022-75 ✓
City Fee: \$ 391.75 x.75% = \$ 293.81
Total Fee:.....= \$ 293.81

74. Wildwood Kitchens & Baths Permit # 2022-76 ✓
City Fee: \$ 1,133.75 x.75% = \$ 850.31
Plan Check Fee: \$ 736.93 x.100% = \$ 736.93
Total Fee:.....= \$ 1,587.24

75. Chris Stephens Permit # 2022-77 ✓
City Fee: \$ 643.75 x.75% = \$ 482.81
Total Fee:.....= \$ 482.81

76. J. Nordstrom Plumbing, LLC. Permit \$ 2022-78 ✓
City Fee: \$ 80.00 x.75% = \$ 60.00
Total Fee:.....= \$ 60.00

77. Outdoor Innovations landscaping Permit # 2022-79 ✓
City Fee: \$ 643.75 x.75% = \$ 482.81
Plan Check Fee: \$ 418.43 x.100% = \$ 418.43
Total Fee:.....= \$ 901.24

78. Royal Pool & Spa Permit # 2022-80 ✓
City Fee: \$ 902.75 x.75% = \$ 677.06
Plan Check Fee: \$ 586.78 x.100% = \$ 586.78
Total Fee:.....= \$ 1,263.84

80. Greg Hosch Permit # 2022-81 ✓
City Fee: \$ 986.75 x.75% = \$ 740.06
Total Fee:.....= \$ 740.06

81. Lindus Construction Permit # 2022-82 ✓
City Fee: \$ 111.25 x.75% = \$ 83.43
Total Fee:.....= \$ 83.43

82. Fireside Hearth & Home Permit # 2022-85
City Fee: \$ 80.00 x.75% = \$ 60.00
Total Fee:.....= \$ 60.00

Total Fee's.....= \$ 61,476.74'

Respectfully submitted,



Jack Kramer

Building Official

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is entered into as of the 2nd day of April 2024, by and between the **CITY OF GRANT**, a Minnesota municipal corporation (“**GRANT**”) and ARC Paving, Inc. (“**CONTRACTOR**”).

Recitals

- A. GRANT is a Minnesota municipal corporation with its City Hall located at 111 Wildwood Road, Willernie, Minnesota 55090.
- B. CONTRACTOR desires to assist GRANT as an independent contractor in providing roadway pothole and or patching services to GRANT 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 until December 31, 2025. Both parties retain the ability to extend the contract for one additional year.

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

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

10. Risk

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

11. Limitation of Liability

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

12. Indemnity and Warranty

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

13. Assignment

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

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

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

14. Miscellaneous

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

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

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

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

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

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

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

GRANT:

CONTRACTOR:

CITY OF GRANT

By:

Its: Mayor

By:

ATTEST

By:

Its: City Clerk

EXHIBIT A
STATEMENT OF WORK

Work Activity	Description of Work
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.

2024 - 2025 Rate Schedule

Pothole patching includes equipment and labor as follows:
Patch trailer, roller, 3-4 workers, dump truck and skid steer

\$725 per/ crew hour

*Hot mix billed at current season pricing



April 19, 2024

Daniel Hillukka
165 Hickory Street
Mahtomedi, MN 55115

RE: Land Use Inquiry for property located at XXX, 89th Street N., Grant, MN 55115
(PID 2103021220010)

Dear Mr. Hillukka,

In response to your inquiry dated March 14, 2024 please find the following information regarding the Subject property.

Based on your inquiry I understand your questions to be the following:

1. Is the subject property buildable for a single-family rural residential use?
2. Based on your analysis, there are two other lots that are less than 2.5 acres that were improved after 1975. What were the conditions that allowed for the lots to be improved with a single-family residential structure?

The following background summary is provided, and a response for each question is identified:

XXX 89th Street N. (PID 2103021220010), Existing Conditions and Background

Per Washington County GIS records, the subject property is approximately 1.1 gross acres. Based on the available aerials, the existing roadway surface of 89th St N., runs east-west through the south end of the property and is fully constructed on the subject parcel. Based on available data it appears that there is approximately 39,204 SF (0.9 Ac) of net land area excluding the roadway.

The County records indicate that the subject parcel is not part of a subdivision plat and therefore it is unknown when the subject parcel was created in its current configuration. However, adjacent residential structures were built as early as the late 1960s and therefore it is likely that the lot was created around the same time. This is consistent with the previous land use and zoning regulations of the 1960s which permitted lot sizes smaller than the current 5.0 acre established minimum.



A search of the online Washington County Property Records goes back to the 1980s. The only recorded document for the subject property in that time is the recorded access easement agreement between the subject property and the adjacent property to the east to secure the access and use of 89th Street North across the property (see recorded easement attached).

Since no other documents have been recorded since the 1980s (such as a mortgage release, deed transfer, etc.), it is assumed that the parcel in its current ownership and configuration pre-dates the online records and that the deed for the subject property is on file with the Washington County Property Records historical records. Deeds of adjacent properties were also reviewed as part of the background investigation, and the legal descriptions of all documents reviewed do not include the subject property.

Question 1: Is the Subject Property buildable?

Based on the available information and data the subject property in its current configuration and ownership pre-dates the adoption of the current ordinance. Further, it likely pre-dates the adoption of the Township's (at the time) first comprehensive plan as required by the Metropolitan Council. This is evidenced by the lot size of 1.1 acres, which was determined to be inadequate to safely and adequately support an individual private septic system in the late 1960s early 1970s, which became the impetus for increasing the minimum lot sizes in the City.

Section 32-246 subsection (b) establishes the criteria for establishing whether a lot is buildable and/or of record. The following analysis is provided:

(b)(2) states, "Existing Lot of Record exemptions. Any such lot or parcel created in accordance with the city subdivision regulations in effect at the time that such Lot was created that is at least 2.5 acres in size, shall be exempt from the requirements of subsection (3), pertaining to area, lot width, lot depth and lot frontage and shall be considered buildable if the lot or parcel can comply with the remaining requirements of this section and meet the minimum setback requirements as stated within Section 32-246(a); and

(b)(3) states, "Undersized lots. If in a group of two or more contiguous lots or parcels of land owned or controlled by the same person, any individual lot or parcel that does not meet the full width, depth, frontage or area requirements of this article, such individual lot or parcel cannot be considered as a separate parcel of land for purposes of sale or development, but must be combined with adjacent lots or parcels under the same ownership..."

The subject property is 1.1 acres and does not meet the exemption stated in subsection (b)(2) which requires 2.5 acres in order to be considered a legally non-conforming buildable lot. Likewise, subsection (b)(3) does not apply because the ownership of adjacent parcels is not the same. As a result, the lot must be evaluated on its own and the dimensional standards for lot size, frontage, setbacks, etc., must comply with the current ordinance standards unless a variance from the required standards is granted.

Based on the existing conditions and configuration, the subject lot does not meet the criteria established in the ordinance, and therefore cannot be considered buildable. Further, the lot does not meet any of the dimensional



requirements established within the adopted ordinance, including but not limited to, lot size, frontage, or 1.0 acres of buildable area outside of ROW and setback areas.

In conclusion, the lot is not buildable in its current configuration.

Question 2: There appears to be two (2) other lots in the City that contain less than 2.5 acres that were improved with single-family structures after 1975 – what were the conditions that allowed for the structures to be built?

It is unknown how the two referenced lots were approved for development and there are no records on file regarding the properties. However, it should be noted that both properties were improved prior to the incorporation of Grant as a City and the County was responsible for such permitting approvals when Grant was a Township. It is possible that the two referenced properties were either developed and/or improved prior to the current structures which changes the analysis, and/or that variances were obtained for their construction.

In summary, at the time of this review and based on the information in the possession of the City and recorded at Washington County, the adopted City Code **would not permit the improvement of the subject property with a new single-family structure**. It should be noted that the property owner, or an Applicant in coordination with the owner, could apply for the applicable variances from the City's standards. The variance process would require a full set of building and site plans, septic and well analysis, and narrative as to why the variances are warranted.

If you have any further questions, please do not hesitate to call me at 651.341.4193. Thank you!

Sincerely,

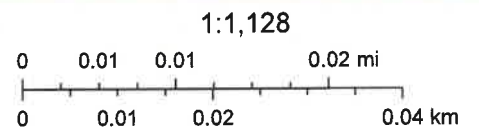
Jennifer Haskamp, AICP
Consulting City Planner

XXXX 89th St N



4/29/2024, 10:58:37 AM

 Parcels



CITY OF GRANT

RESOLUTION NO. 2024-06

**RESOLUTION CALLING FOR AND RATIFYING
AN ASSESSMENT HEARING FOR THE KNOLLWOOD STREET IMPROVEMENT
PROJECT**

WHEREAS, the City Council (“Council”) of the City of Grant, Minnesota (“City”) has identified Knollwood Drive for street improvements; and

WHEREAS, the feasibility study was received by the Council on June 27, 2023; and,

WHEREAS, the Public Hearing was conducted at the regular City Council meeting on August 1, 2023; and,

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

WHEREAS, costs have been estimated for the project and the portion of the cost of such improvement to be assessed against benefited property owners is declared to be estimated at \$219,836; and,

WHEREAS, the city clerk, with the assistance of the city engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and he/she shall file a copy of such proposed assessment in his/her office for public inspection.

WHEREAS, by a resolution passed by the council on May 2, 2024, the city clerk with the assistance of the city engineer was directed to prepare a proposed assessment of the cost of the project.

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

1. A hearing shall be at 6:30 p.m. on June 4th, 2024, during the regularly scheduled council meeting to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The city clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and she shall state in the notice the total cost of the improvement. She shall also cause mailed notice to be given to the

owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.

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 Finance Department, except that no interest shall be charged if the entire assessment is paid prior to October 31, 2024.

ADOPTED this 2nd day of May 2024.

Jeff Huber, Mayor

Attest:

Kim Points, City Clerk

**CITY OF GRANT
WASHINGTON COUNTY
STATE OF MINNESOTA**

RESOLUTION NO. 2024-07

**A RESOLUTION APPROVING MUNICIPAL SUPPORT FOR THE TRUNK
HIGHWAY 36 AND COUNTY HIGHWAY 17 (LAKE ELMO AVENUE)
INTERCHANGE PROJECT**

WHEREAS, Washington County has, through its Capital Improvement Plan (CIP) recommended a improvement project to the intersection of County State Aid Highway (CSAH) No. 17, also known as Lake Elmo Avenue and Trunk Highway (TH) 36, to improve vehicle safety, vehicle mobility, and bikeability/walkability in this area; and

WHEREAS, Washington County, in consultation with the MnDOT, the City of Grant, and the City of Lake Elmo, engaged in an intersection study process, beginning in 2021 to identify and evaluate potential improvements to this intersection; and

WHEREAS, Washington County, together with MnDOT and the Cities of Grant and Lake Elmo, have engaged in community engagement as part of the study and preliminary design efforts intended to gather and consider public feedback for the proposed improvements; and

WHEREAS, a preferred concept project layout, also known as the Overpass with Buttonhook Ramps alternative, showing the proposed improvements, dated April 25, 2024, has been prepared and provided to both the City of Grant and the City of Lake Elmo; and

WHEREAS, prior to advertising for contractor bids on the Project, Washington County will present the City with a Cooperative Agreement for the cost sharing of the improvements; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grant supports the preferred concept project layout dated April 25, 2024; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Grant that the City of Grant supports the County continuing with the development of final plans and right-of-way acquisition necessary for the construction of the Project; and

This Resolution shall become effective immediately upon its passage and without publication.

ADOPTED THIS 7th DAY OF MAY, 2024

Jeff Huber, Mayor

Attest:

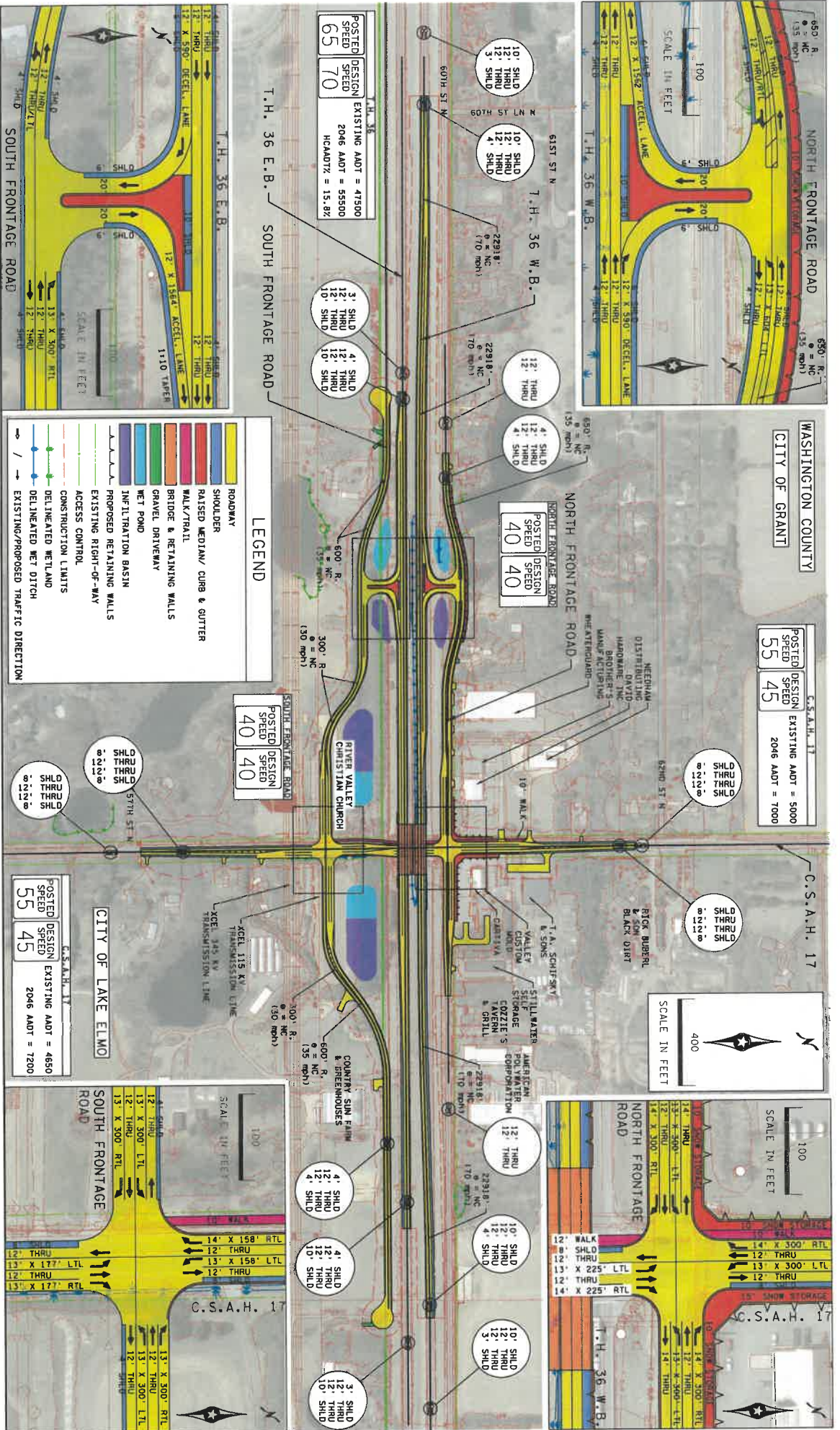
Kim Points, City Clerk



ALLIANT

T.H. 36 AND C.S.A.H. 17 RECOMMENDED ALTERNATIVE

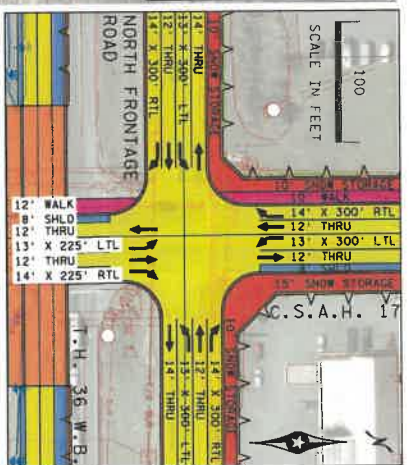
HWY 36 & LAKE ELMO AVENUE IMPROVEMENT PROJECT
WASHINGTON COUNTY, MN
04/25/2024
S.P. 0826-17



WASHINGTON COUNTY
CITY OF GRANT

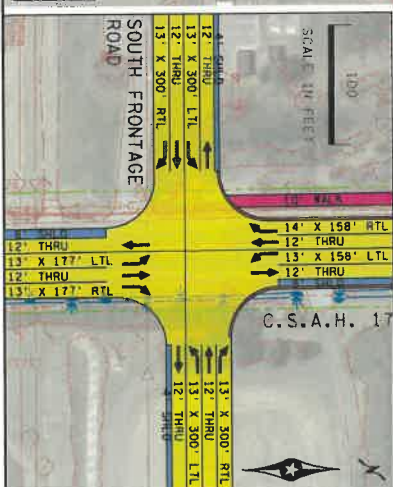
C.S.A.H. 17
POSTED SPEED 55
DESIGN SPEED 45
EXISTING ADT = 2046
ADT = 7000

SCALE IN FEET
400



LEGEND

- ROADWAY
- SHOULDER
- RAISED MEDIAN/ CURB & GUTTER
- WALK/TRAIL
- BRIDGE & RETAINING WALLS
- GRAVEL DRIVEWAY
- WET POND
- INFILTRATION BASIN
- PROPOSED RETAINING WALLS
- EXISTING RIGHT-OF-WAY
- ACCESS CONTROL
- CONSTRUCTION LIMITS
- DELIMITED WETLAND
- DELIMITED WET DITCH
- EXISTING/PROPOSED TRAFFIC DIRECTION



POSTED SPEED 65
DESIGN SPEED 70
EXISTING ADT = 47500
2046 ADT = 55500
HCADTY = 15.8%

NORTH FRONTAGE ROAD
POSTED SPEED 40
DESIGN SPEED 40

SOUTH FRONTAGE ROAD
POSTED SPEED 40
DESIGN SPEED 40

CITY OF LAKE ELMO
POSTED SPEED 55
DESIGN SPEED 45
EXISTING ADT = 4850
2046 ADT = 7200



PUBLIC WORKS

Wayne Sandberg, P.E., Director, County Engineer Frank D. Ticknor, P.E., Deputy Director

Memorandum

Date: 4/30/2024

To: City of Grant Mayor Huber, Councilmember Rog, Councilmember Giefer, Councilmember Carr, Councilmember Tufty, and City Clerk Points

From: Washington County Public Works

Subject: County Highway 12 (75th Street N) Off-Road Trail between Ideal Avenue and the Mahtomedi Middle School Cooperative Cost Share Agreement

In February of 2017 Washington County began a cooperative study of the County Highway 12 corridor within the Cities of Willernie, Mahtomedi, and Grant. Public engagement, environmental and technical analysis, and design culminated in the completion of a study report identifying improvements to County Highway 12 between MnDOT Highway 244 and County Highway 9 (Jamaca Avenue N). Implementation of these improvements began with the closure of the Mahtomedi High School entrance and installation of the traffic signal (stop light) at the Mahtomedi Middle School entrance. Subsequent public feedback indicated support for pedestrian connections to the Mahtomedi Middle School Entrance on the south side of County Highway 12. The project currently under construction will build an off-road pedestrian facility from County Highway 29 (Hilton Trail) to Ideal Avenue under the Washington County Cost Participation Policy via agreement with the City of Mahtomedi.

On May 12, 2020, Washington County applied for federal funding through the Metropolitan Council’s Regional Solicitation Program to construct an off-road trail along the south side of County Highway 12 between Ideal Avenue and the stoplight at the Mahtomedi Middle School entrance within the City of Grant. The Engineer’s estimate of cost for this trail segment is \$316,800.

On February 17, 2021, Washington County was notified that it was successful in this grant application and was awarded \$256,800 to construct a trail between Ideal Avenue and the Mahtomedi Middle School Entrance. After applying these federal grant funds to the project, the City of Grant would be required to contribute \$30,000 to complete this trail. The City of Mahtomedi has agreed to remove snow from the trail segment between Ideal Avenue and the Mahtomedi Middle School Entrance.

Washington County looks forward to formal direction from the City of Grant on potential construction of an off-road pedestrian facility from Ideal Avenue to the Mahtomedi Middle School Entrance. If the City of Grant decides to contribute their share of this trail project, Washington County will construct it in 2025. If not, the Federal funds will be returned and the City’s cost share for construction of this trail in the future will be at least \$159,300.

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**COOPERATIVE AGREEMENT BETWEEN THE CITY OF
GRANT AND WASHINGTON COUNTY FOR CONSTRUCTION COST AND
MAINTENANCE OF AN OFF-ROAD PEDESTRIAN TRAIL ON THE SOUTH
SIDE COUNTY STATE AID HIGHWAY (CSAH) 12 BETWEEN IDEAL AVENUE
AND THE MAHTOMEDI MIDDLE SCHOOL ENTRANCE**

WASHINGTON COUNTY	
CONTRACT NO.	_____
DEPT.	PUBLIC WORKS
DIVISION	TRANSPORTATION
TERM	PERPETUAL

THIS AGREEMENT, by and between the City of Grant, a municipal corporation, herein after referred to as the "City", and Washington County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County."

WITNESSETH:

WHEREAS, the County intends to construct and maintain approximately 1,026 linear feet of 10-foot wide bituminous trail on the south side of CSAH 12 from Ideal Avenue to the Mahtomedi Middle School in the City of Grant; and

WHEREAS, items included in the Project require City cost participation in accordance with "Washington County Cost Participation Policy #8001 for Cooperative Highway Improvement Projects"; and

WHEREAS, a cooperative effort between the City and County is the appropriate method to facilitate the construction of these transportation improvements; and

WHEREAS, this Agreement is made pursuant to statutory authority contained in Minnesota Statute 162.17 sub.1 and Minnesota Statute 471.59.

WHEREAS, Washington County secured \$256,800 in grant funding for this project.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

A. PURPOSE

The purpose of this agreement is set forth in the above whereas clauses which are all incorporated by reference as if fully set forth herein and shall consist of this agreement.

B. PLANS AND SPECIFICATION PREPARATION

1. The County shall be responsible for the preparation of all the plans and specifications for the Project, including but not limited to, compliance with all applicable standards and policies and obtaining all approvals required in formulating the bid specifications for all County and City components of this Project.

C. RIGHT OF WAY AND EASEMENTS

1. The County shall acquire all permanent rights of way, permanent easements, and temporary slope easements, which will be acquired in the name of the County.
2. Any rights of way, permanent easements, and temporary slope easements that cannot be obtained through negotiation will be acquired by the County through eminent domain proceedings.

D. ADVERTISEMENT AND AWARD OF CONTRACT

After plans and specifications have been approved by the County, all permits and approvals obtained, and

acquisition of necessary rights-of-way and easements, the County shall advertise for construction bids and at the sole discretion of the County award the contract to the lowest responsible bidder.

E. CONSTRUCTION ADMINISTRATION, OBSERVATION, AND TESTING

The County shall be responsible for the construction administration, inspection, and for the observation and testing for all construction items.

F. COST PARTICIPATION ITEMS AND ESTIMATED COSTS

The City hereby agrees to be bound to the cost participation provisions in the "Washington County Cost Participation Policy #8001 for Cooperative Highway Improvement Projects", which is incorporated into this agreement by reference. The City's cost participation is set forth in Table 1 and is broken down into four categories which are: 1) Construction; 2) Design Engineering; 3) Construction Engineering/Contract Administration; 4) Right of Way.

1. Construction

Construction costs shall be the cost to construct the Project. The County has prepared a statement of estimated quantities and cost splits. The City shall pay to the County its share of the total cost as shown in Table 1. After the County has awarded the construction contract, Table 1 will be updated to reflect the actual contractor's unit prices.

2. Design Engineering

Design engineering costs shall be professional design engineering services, project coordination, preparation of plans and specification, stakeholder engagement, geotechnical studies, and other administrative functions necessary for the Project. Based on the City's share of the construction cost, the City shall pay the prorated cost of design engineering for the entire Project as set forth in Table 1. After the County has awarded the construction contract, Table 1 will be updated to reflect the actual design engineering cost.

3. Construction Engineering/Contract Administration

Construction engineering/contract administration costs shall be construction observation, construction testing, construction administration, staking, conducting and recording the pre-bid, pre-construction and weekly construction meetings, reviewing monthly pay estimates, labor compliance, and other administrative functions necessary for the Project. Construction engineering/contract administration is 8% of the construction cost. Based on the City's share of the construction cost, the City shall pay the prorated cost of construction engineering/contract administration as set forth in Table 1. After the County has awarded the construction contract, Table 1 will be updated to reflect the estimated construction engineering/contract administration cost.

4. Right of Way

Right of Way costs shall be permanent right-of-way, permanent utility and/or drainage easements, temporary easements, title work costs, appraisal costs, relocation specialist costs, relocation costs, and condemnation commissioner costs. If applicable, the City shall pay their share of the final right of way cost. The estimated amount is set forth in Table 1.

TABLE 1 – ESTIMATED COSTS City of Grant Cost Summary				
ITEM	TOTAL COST	CITY SHARE	GRANT FUNDS	CITY COST
Construction	\$300,000	\$150,000	\$128,400	\$21,600
Design Engineering	\$14,400	\$7,200	\$0	\$7,200
Construction Engineering/Contract Administration	\$2,400	\$1,200	\$0	\$1,200
Right of Way	\$0	\$0	\$0	\$0
TOTAL ESTIMATED COST	\$316,800			\$30,000

G. PAYMENT

1. Construction and Construction Engineering/Contract Administration
 - a. After the County has awarded the construction contract, the County shall update Table 1 to conform to the amounts in the awarded bid and shall invoice the City 10 percent of the City's estimated construction and construction engineering/contract administration cost based on the updated Table 1.
 - b. During construction, the County shall submit to the City partial estimates of work performed by the contractor. The City shall pay to the County its share of the partial estimate as determined in Section F.
 - c. Upon substantial completion of the work the County shall submit to the City a final invoice and final reconciliation of costs. The reconciliation will add or subtract contract amendments to the City's Project components, adjustments for liquidated damages pursuant to Section I., and previous Project cost payments made by the City to the County.
2. The costs set forth in Table 1 for design engineering and right of way shall be separate line items on the invoice and paid by the City on a reimbursable basis.
3. In the event that the City paid more in advance than the actual cost of the City's portion of the Project, the County shall refund without interest the amount to the City.
4. The City shall pay 100 percent of an invoice amount within thirty (30) days of receipt.

H. CONTRACT CHANGES

Any modifications or additions to the final approved plans and/or specifications of the Project shall be made part of the construction contract through a written amendment to the construction contract and the cost for such changes shall be appropriated as set forth in Section F. of this Agreement.

I. MAINTENANCE/OWNERSHIP

1. Upon completion of the project, the City shall own and maintain the following under this project:
 - a. The City of Mahtomedi shall be responsible for snow removal on the trail segment from the Ideal Avenue to the Mahtomedi Middle School. The County will not complete snow removal on sidewalks, trails, or pedestrian ramps within the CSAH 12 or City right-of-way.
2. Upon completion of this project the County shall own and maintain the following under this project:
 - a. Washington County will own trails, pedestrian refuge medians, and pedestrian ramps within Washington County right-of-way. The County will complete major maintenance of these items. Major maintenance reconstruction, regrading, and/or pavement replacement. The County will not complete snow removal on sidewalks, trails, pedestrian refuge medians, or pedestrian ramps within the CSAH 12 or City right-of-way.

J. LIQUIDATED DAMAGES

Any liquidated damages assessed to the contractor in connection with the work performed on the Project shall be used to adjust the project completion costs thus adjusting the City's construction engineering/contract administration costs as stated in F.6.c. No adjustment to construction costs will be made to the City's portion of the project in the event of liquidated damages.

K. CONDITIONS

The City shall not assess or otherwise recover any portion of its cost for this Project through special assessment of County property on County-owned property.

L. CIVIL RIGHTS AND NON-DISCRIMINATION

The provisions of Minn. Stat. 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set further herein, and shall be part of any Agreement entered into by the parties with any contractor subcontractor, or material suppliers.

M. WORKERS COMPENSATION

It is hereby understood and agreed that any and all employees of the City and all other persons employed by the City in the performance of construction and/or construction engineering work or services required or provided for under this agreement shall not be considered employees of the County and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said City employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the County.

N. INDEMNIFICATION

1. The City agrees that it will defend, indemnify and hold harmless the County against any and all liability, loss, damages, costs and expenses which the County may hereafter sustain, incur or be required to pay by reason of any negligent act by the City, its agents, officers or employees during the performance of this agreement.
2. The County agrees that it will defend, indemnify and hold harmless the City against any and all liability, loss, damages, costs and expenses which the City may hereafter sustain, incur or be required to pay by reason of any negligent act by the County, its agents, officers or employees during the performance of this agreement.
3. To the fullest extent permitted by law, actions by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a.(b). The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties as provided for in Section 471.59, subd. 1a.
4. Each party's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The parties agree that liability under this Agreement is controlled by Minnesota Statute 471.59, subdivision 1a. and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in 466.04, subdivision 1(a).

O. DATA PRACTICES

All data collected, created, received, maintained, disseminated, or used for any purposes in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy.

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

WASHINGTON COUNTY

CITY OF GRANT

Chair Date
Board of Commissioners

Mayor Date

Kevin Corbid Date
County Administrator

City Clerk Date

Approved as to form:

Approved as to form:

Assistant County Attorney Date

City Attorney Date



STAFF REPORT

To: Mayor and City Council **Address:** XXX 75th Street North (PIN
XXX Lake Elmo Ave N

CC: Kim Points, City Clerk **PIDs:** 260302133001
Nick Vivian, City Attorney 2603021340001
Brad Reifsteck, City Engineer 2603021430001
2603021440001

From: Jennifer Haskamp, AICP, SHC **Size:** ~194 Acres
Jenna Shoosmith, SHC

**Land use/
zoning:** RR-AG / A2 **Re:** Application for Preliminary Plat and
Variances from Cul-de-Sac

INTRODUCTION

The Applicant and Owner Mike Regan of MOR Development, LLC (“Owner”), is requesting a Preliminary Plat and variances from the maximum length of a cul-de-sac to subdivide the subject properties into 18 rural residential lots and two Outlots. The subject property is comprised of four existing parcels and is generally situated south of 75 Street North (CSAH 12) and west of Lake Elmo Ave N (CSAH 17). The subject property is zoned A2 and borders Indian Hills Golf Course to the south. Outlot A contains three relocated golf holes that were approved as part of a CUP Amendment process in 2020 and 2021 respectively.

Public Hearing & Notice

A duly noticed public hearing was published for May 7, 2024 at 6:30 PM to be held at the City Council’s regular meeting. Letters were mailed to property owners within 1,250-feet of the subject Project informing them of the application request and public hearing.

The following summary information is provided to assist in your review and consideration:

Project Summary:

Applicant/Owner	Michael Regan, on behalf of MOR Development, LLC
Address	XXX 75th Street N (CSAH 12), XX Lake Elmo Ave N (CSAH 17)
Site Size	~194 Acres
Zoning & Land Use	A2
Proposed Plat Name	Elliot Crossing
PIDs	2603021330001 (101.5 acres), 3503021210002 (4.9 acres), 2603021440001 (15.0 acres), 2603021430001 (39.6 acres)

The Applicant and Developer is proposing to develop the proposed subdivision with the following characteristics:



- The subject properties will be divided into 18 rural residential lots and two Outlots, Outlot A and Outlot B. Outlot A contains three (3) recently relocated golf holes, and as configured, Block 1 is located west of Outlot A, and Block 2 is located east of Outlot A. The two Blocks are not proposed to connect via roadways due to the presence of wetlands and the golf holes.
- The proposed subdivision name is Elliott Crossing as a nod to the historical streetcar line that traversed the site in the early 1900s.
- Each Block will contain newly subdivided rural residential lots that will be accessed from two new cul-de-sacs. Block 1 contains 12 lots and Block 2 contains 6 lots.
- The rural residential lots will be custom graded and custom homes will be constructed. Lot sizes range from 5.0 and 18.76 acres.
- The subdivision will be subject to architectural design standards through the Homeowners Association (HOA). Outlot B is proposed to be open space which will be landscaped and managed by the HOA. Outlot B lies south of the proposed cul-de-sac identified as Street A on the attached plan set. A landscape plan for this area was not provided with the submission. The Outlot is irregular in shape with existing groundcover and areas of tree/woodland.
- Outlot A contains three golf holes that were relocated in 2020/2021 through an amended CUP process, and the holes were placed in an easement as part of the CUP process. As proposed, the easement will be converted to an Outlot through the platting process and the Outlot will become part of the amended CUP and all associated conditions of approval.
- Each lot is proposed to be served by a private well and septic system. Preliminary septic borings and drainfield locations are provided on the plan set.
- The proposed cul-de-sac in Block 1 (Street B on the plan set) is approximately 1,998.3 feet long which exceeds the maximum permitted length of 1,320 feet. A variance from this standard is requested by the Applicant.
- The proposed cul-de-sac in Block 2 (Street A on the plan set) is approximately 1,482.9 feet long, which exceeds the maximum permitted length of 1,320 feet. A variance from this standard is requested by the Applicant.
- Both new cul-de-sacs connect to County roads and a County access permit is required. The Applicant is in communication with the County, and the County has required new turn lanes on CSAH 12. The plan set submitted includes plans for the inclusion of the turn lanes as requested by the County.

Review Criteria

The following City Code regulations are relevant to the application:

- Chapter 30 - Subdivisions
 - Division 2 – Preliminary Plat
 - Article III - Minimum Design Standards
 - Sec. 30-129. Cul-de-sac streets
 - Sec. 30-130. Street design
- Chapter 32 – Zoning
 - Sec. 32-1. Definitions
 - Sec. 32-246. Minimum area, maximum height, and other dimensional requirements
 - 32-60. Variances



The following review is provided for your review and consideration.

Existing Site Conditions

The project site contains approximately 194 acres and is located south of 75th Ave N (CSAH 12) and west of Lake Elmo Street N (CSAH 17). The subject parcels have been used for a mix of uses including agricultural production, golf holes and natural areas. The two easterly parcels have extensive woodland areas, rolling topography and the wetland FEN is located on the easterly quarter of PID 2603021330001. The FEN is a protected wetland complex that the Browns Creek Watershed District has classified as preserve due to the natural resource value. The two westerly parcels include three (3) newly constructed golf holes and natural vegetation.



*Figure 1. Subject property
Source: Washington County GIS*

A historic street carline and station were present in this area in the early 1900s, and the station was named Elliott Crossing. The Applicant proposes to keep the old streetcar line to the extent possible, and proposes to name the new subdivision after the historic line.

In 2020 and 2021 the Owner amended the Conditional Use Permit granted for the Indian Hills Golf Club and relocated three (3) holes from the southerly most parcel (PID 2603021340001) and shifted them to include portions of the easterly 40-acre parcel (PID 2603021430001). The three relocated holes were placed in an easement for temporary description and are proposed to be incorporated into a platted Outlot as part of the subdivision.

Comprehensive Plan Review

Per the 2040 Comprehensive Plan, the subject properties designated Rural Residential/Agricultural (RR-AG), which “guides land for principal rural residential and agricultural uses.” Commercial farming or agricultural activities are permitted, along with large-lot single-family residential units of no more than 4 dwelling units for every 40 acres.

The proposed development is comprised of 18 rural-residential lots on approximately 194 acres. The proposed density is approximately 10.8 acres per lot, which is consistent with the land use designation. The Proposed development will contain rural residential uses and will be subject to a homeowner’s association that will include use restrictions and architectural covenants. As proposed, the development plan is consistent with the adopted 2040 Comprehensive Plan and the RR/AG land use designation.

Subdivision/Zoning/Site Review

The subject parcels are zoned A2, and Section 32-243 defines the intent and primary use of such properties as, “...provide rural low-density housing in agricultural districts on lands not capable of supporting long-term,



permanent commercial food production. A-2 district lot sizes will provide for marginal agriculture and hobby farming.”

The proposed Project will subdivide approximately 194 acres into 18 lots and two Outlots. The subdivision is subject to Chapter 30 Subdivisions and is specifically reviewed for compliance with Sections contained within Article II Platting and Article III Minimum Design Standards. Chapter 30 requires all subdivisions with newly created lots to comply with the underlying zoning district, and as such each lot was reviewed for compliance with Section 32-246 Dimensional Standards and other applicable sections of Chapter 32. Subsequent sections of this report will provide a review of the dimensional standards and will make the appropriate cross reference to the subdivision code, where applicable.

Subdivision Standards

(Items not addressed in Dimensional Review)

The subdivision ordinance requires all newly created lots to conform to the applicable zoning dimensional standards as identified within Chapter 32 Zoning. The following review relates specifically to the subdivision and/or preliminary plat requirements.

Easements

City Code Section 30-105 requires newly created lots and roadways to provide easements for utilities and drainageways, as necessary. The applicable ordinance requirements are as follows:

- (a) *Required for Utilities.* Easements of at least 20 feet wide, centered on rear and other lot lines as required, shall be provided for utilities where necessary...”
- (b) *Required for drainage.* Easements shall be provided along each side of the centerline of any watercourse or drainage channel, whether or not shown on the comprehensive plan, to a sufficient width to provide property maintenance and protection and to provide for stormwater runoff and installation and maintenance of storm sewers.
- (c) *Dedication.* Utility and drainage easements shall be dedicated for the required use.

As shown on sheets 4 through 6 of the submitted preliminary plat, drainage and utility easements are shown on each lot line and around all features associated with the drainage plan of the property and all wetland areas. The City Engineer has reviewed the stormwater management plan, and his review can be found in Exhibit C. ***The Applicant will be required to dedicate the easements to the benefit of the City at time of Final Plat; however, staff recommends including a condition that the maintenance, specifically of all drainage easements associated with stormwater management will be provided for and the responsibility of the HOA and must be detailed in any Covenants and Development Agreement.***

Lot Requirements

City Code Section 30-107 governs lot design and requirements. The following subsections apply to the proposed subdivision:

- (a) *Side Lots.* Side lot lines shall be substantially at right angles to straight street lines or radial to curved street lines or radial to lake or stream shores unless topographic conditions necessitate a different arrangement.



The general configuration is consistent with this provision; however, there are small deviations from the standard that are largely created by existing wetland areas, septic drainfield locations and Outlot location that contains the golf holes. The side-yard lot line between Lot 3 and Lot 4 in Block 2 jogs at the rear which appears to be likely driven by the location of the golf holes in Outlot A. However, as noted in subsequent sections, this lot is also slightly undersized and does not meet the 5.0 acre minimum requirement. ***Staff recommends that the Applicant reconfigure this lot line to straighten the side yard and comply with the minimum lot size requirement.***

(b) ***Frontage.*** Each lot shall front upon a public street.

The proposed subdivision includes the construction and development of two cul-de-sacs to access the new lots. The cul-de-sacs will be built to city specifications and will be dedicated as public streets once constructed. ***All created lots will have direct access to the new cul-de-sacs and will comply with this standard.***

(c) ***Minimum area and width.*** No lot shall have less area or width than is required by zoning regulations applying to the area in which it is located, except as herein provided. Irregular-shaped lots designed for the sole purpose of attempting to meet a subdivision design or zoning regulation shall be prohibited.

The proposed subdivision will be developed with two new cul-de-sacs, cul-de-sac A and cul-de-sac B. Cul-de-sac A will provide access to Lots 1 through 5, Block 2; and cul-de-sac B will provide access to Lots 1 through 12. Lot 6, Block 2 is proposed to be accessed from a private driveway that extends to the 69th Street N., right-of-way.

The proposed lots in Block 1 have a range of lot widths along the cul-de-sac street of approximately 330 feet to 492 feet, with frontage on the terminus exceeding 100 feet. Lot area in Block 1 range from approximately 7.5 to 18.4 acres. As proposed, all lots in Block 1 meet or exceed the minimum lot area and lot width requirements.

Lots 1 through 5, Block 2 have a range of lot widths along the cul-de-sac street of approximately 299.8 to 1,467 feet, with frontage on the terminus exceeding 80 feet. Lot 2, Block 2 has approximately 299.8 feet of frontage, and the lot lines should be adjusted to comply with a minimum of 300-feet of frontage as required. Lot areas in Block 2 range from approximately 4.99 acres to 8.18 acres. Lot 3 is shown with 217,751 square feet of area, which is just shy of 5.00 acres. Both of these lots, Lot 2 and Lot 3, share the irregular lot line and Lot 2 has substandard frontage, which if the shared lot line is reconfigured it will correct the lot line, lot area and frontage issues. ***Staff recommends including a condition that Lot 2 must be adjusted to comply with the minimum lot frontage, and Lot 3 must be slightly reconfigured to comply with the lot line and lot area standards.***

Lot 6 is unique as it was originally a part of the Indian Hills subdivision plat and was subject to the CUP and PUD from the 1970s. The Applicant provided evidence that the subject parcel was released from the CUP/PUD in the 1980s and is therefore a lot of record that qualifies for the exception under Section 32-246(b) from lot frontage or area if it can be demonstrated that other dimensional standards



can be met. The subject parcel is 5.35 acres, and therefore meets the minimum lot area standard and qualifies for the exception. As proposed, Lot 6 Block 2 complies with this standard.

- (e) *Corner lots.* Corner lots shall be platted at least 20 feet wider than interior lots.

Lots 1 and 12, Block 1 are 358 feet and 492 feet wide respectively and meet this requirement. Lot 1, Block 2 has 1,467 feet of frontage and meets this requirement.

- (j) *Natural features.* In the subdividing of any land, regard shall be shown for all natural features, such as tree growth, watercourses, historic spots, or similar conditions, which if preserved will add attractiveness and stability to the proposed development.

The subject parcels contain extensive wetlands and rolling topography. A FEN is located on the southeastern side of the Project Area designated as Block 1 which requires increased protection and a 100-foot setback. As planned, the proposed project protects and preserves the wetlands on site and all proposed structures will be located outside of any wetland or wetland buffer area. Any potential wetland impact is subject to WCA replacement rules and mitigation requirements. The existing tree stands on site will be preserved to the extent possible through initial site development activities to allow for future homeowners to incorporate the existing vegetation into their site development plans.

- (k) *Lot Remnants.* All remnants of lots below minimum size left over after subdividing of a larger tract must be added to adjacent lots, or a plan acceptable to the city shown as to future use, rather than allowed to remain as unusable parcels.

The proposed subdivision identifies two Outlots (A and B). Outlot A contains three relocated golf holes, and is managed and operated by the Indian Hills Golf Club. Outlot B is approximately 4.32 acres and lies south of proposed Street A, the new cul-de-sac providing access to Block 2. This Outlot is irregular in shape and a formal plan for its management, landscaping, and vegetation was not provided. The lot is contiguous to Lot 5, Block 2 and shares an approximately 40-foot side yard line. As proposed, this configuration does not comply with this standard as the Outlot is substandard and formal plan was not identified. ***Staff recommends discussion by the City Council regarding this Outlot, and either 1) it should be combined with the adjacent lot and/or the road could be shifted slightly and lot lines reconfigured so that another lot could be developed south of the road; 2) the Outlot could be combined with Lot 5; or 3) a formal plan acceptable to the City Council is submitted.***

Cul-de-sac Streets

City Code Section 30-129 guides standards for cul-de-sacs. The Project includes the construction/extension of two local cul-de-sacs to serve all the proposed residential lots. The applicable ordinance requirements are as follows:

- (a) Cul-de-sac streets, temporarily or permanently designed as such, shall not exceed 1,320 feet in length.



The Applicant is proposing to construct two new cul-de-sacs for the purpose of subdivision and both cul-de-sacs exceed the maximum permitted length as stated in (a). As a result, both cul-de-sacs as designed require a variance from the standard. The following table shows the lineal footage associated with the variance request:

Street	Maximum Permitted	Proposed Length	Requested Variance
Street A (Cul-de-sac serving Block 2)	1,320'	1,998.3'	678.3'
Street B (Cul-de-sac serving Block 1)	1,320'	1,876.2'	556.2'

The following variance summary is provided for your discussion:

Variance Request – Street A (Cul-de-sac serving lots in Block 2)

The Applicant’s narrative describes that PID 2603021440001, which contains Lot 1, Block 2 and Outlot B cannot be further subdivided because of a prior subdivision, and that to traverse this lot and gain access to Lots 2 through 5 is over 1,500 feet thereby exceed the maximum cul-de-sac length. The documentation regarding this condition was not submitted or provided by the Applicant, so subdivision restriction cannot be confirmed. However, if the subdivision restriction is verified, staff agrees that to cross the land and gain access to the area proposed for Lots 2 through 5 would require a cul-de-sac that would exceed the minimum requirements. Further, the development area cannot be connected with Street B (the cul-de-sac serving proposed Block 1) because Outlot A contains the relocated golf holes and wetland areas. While these conditions exist, the golf hole relocation is a self-created condition that was completed recently in 2020/2021. Aside from the golf holes, there is extensive wetland area adjacent to Outlot A on that portion of the property associated with Block 1, however, had the holes not been realigned a connection may have been possible. Staff agrees that the wetlands in this central portion of the site are sensitive and are associated with the FEN and therefore the lack of connection may be beneficial in protecting this area, however, it is difficult to ascertain since the holes have already been constructed and relocated. ***Staff requests additional discussion and direction from the City Council regarding the practical difficulties and unique circumstances as described by the Applicant.***

Variance Review – Street B (Cul-de-sac serving lots in Block 1)

The Applicant’s narrative describes the existing wetlands on the site and the presence of the sensitive FEN in the southeasterly portion of Block 1 as the primary justification to exceed the maximum permitted cul-de-sac length. Staff agrees that the FEN is a sensitive natural resource, and that the Brown’s Creek Watershed District (BCWD) has extensive rules and standards, including a 100-foot setback requirement that constrains the buildable area on the site. However, the length of the road is associated with maximizing the number of lots, which is understandable, but not necessarily directly related to the wetland area. Similar to the analysis in Block 2, had the golf holes not been relocated there may have been a road connection between the Blocks that would have been outside of the required setbacks and would have eliminated the need for the cul-de-sacs. Again, this condition is partially self created because the holes were recently relocated. ***Staff requests additional discussion and direction from the City Council regarding the practical difficulties and unique circumstances as described by the Applicant.***



- (c) Unless future extension is clearly impractical or undesirable, the turnaround right-of-way shall be placed adjacent to a property line and a right-of-way of the same width as . . .

As shown, Outlot A contains three golf holes and crossing this Outlot is not practical if the preliminary plat as proposed is approved. However, like the previous hole location, the holes could become undesirable for some reason in the future. Depending on the outcome of the variance discussion, a compromise could be to require this right-of-way be shown so that if the golf holes are removed there would be a potential connection that could be constructed. ***Staff requests additional discussion and direction from the City Council regarding this option.***

Street Design

30-130 Street design

- (a) *Minimum width*

Local Streets - ROW roadway width 66 feet, 28 feet including shoulders

Cul-de-sacs - ROW roadway width 66 feet, 48-foot turnaround radius

The street and cul-de-sac right-of-way and design meets the City's ordinance requirements.

- (l) The city roadway standard is a rural section 28 feet wide with 22 feet of bituminous pavement surface.

Sheet 7 of 10 identifies the Typical Street Section that the Applicant is proposing to construct for the new roadway. As shown, the roadway would include 22-feet of paved surface with 3-foot shoulders and typical ditch section. All driveways serving the new homes will connect directly to the local roadway, and will cross the ditch section to connect to the paved surface. The pavement profile was included within the plan set and the City Engineer has provided his preliminary review findings in the attached memo. ***As proposed, the new local roadway/cul-de-sac dimensions meet the City's standard minimum design standards. Any additional requirements or standards will be included within the City Engineer's memo.***



Dimensional Standards

City Code Section 32-246 governs minimum area, maximum height, and other dimensional requirements for each zoning district. The following A2 district requirements regulate the site and proposed project:

Dimension	Standard
Maximum Density	1 DU/10 AC
Minimum Lot Size	5 acres
Minimum Lot Depth (ROW to rear lot line)	300'
Minimum Lot Width (measured at front yard setback)	300'
Minimum Lot Width on a cul-de-sac	160'
Minimum Frontage – public road	300'
Minimum Frontage – cul-de-sac	60'
Front Yard Setback	65'
Side Yard Setback – corner lot	65'
Side Yard Setback - interior	20'
Rear Yard Setback	50'

Density/ Lot Size /
Buildable Area

Density

The proposed subdivision will create 18 new lots on approximately 194 acres. The A2 zoning district permits a maximum of 4 units per 40 acres, and the Comprehensive Plan guides the subject properties for a maximum density of 1 Unit per 10 Acres.

As proposed, the density calculation is as follows:

$$194 \text{ Acres} / 18 \text{ Units} = 10.8 \text{ Acre average lot size}$$

As proposed, the project meets the City's Comprehensive Plan and zoning ordinance regulations. ***Staff would recommend including a condition that the Development Agreement and the HOA covenants clearly state that no further subdivision is permitted of the subject properties.***

Lot Size

Lots in the A2 zoning district have a minimum lot size of 5.0 Acres. The proposed development is comprised of lots that range in size between 4.99 acres and 19 acres. As previously noted, Lot 3, Block 2 is slightly undersized and should be adjusted to meet the minimum required lot size. ***Staff recommends including a condition that this lot must be adjusted to comply with the A2 minimum lot size standards.***



Buildable Area

Section 32-246 subsection (b)(4) Subdivision of Lots states, "...All new lots created must have at least one (1) acre of accessible buildable land. Buildable land is defined as land with a slope of less than twenty-five (25) percent, and outside of any required setbacks, above any floodway, drainage way, or drainage easement. Property situated within shorelands or floodplains are also subject to the requirements set forth in those respective ordinances."

The Livability Plan on Sheets 7, 8, 9, and 10 of the attached Plan Set show the identified Buildable Area on each lot. ***As proposed, all lots have a minimum of 1.0 acres of Buildable Area and comply with this standard.***

Frontage

Any newly created lot must provide a minimum of 300-feet of frontage on a public street, or a minimum of 60-feet on the terminus of a cul-de-sac. As noted in the Subdivision Review, Lot X, Block 2 has approximately 299' of frontage and must be adjusted to comply with this standard. All other lots comply with this standard. ***Staff recommends including a condition that Lot X, Block 2 must be adjusted to provide the minimum required frontage.***

Septic

Section 30-58 (9) requires that "in areas where public sewer is not available, four soil borings shall be completed on each lot with results being submitted to the city building inspector...." Sheets 4 through 8 show the soil borings that were completed on each lot for purposes of determining where a primary and secondary drainfield could be located on each lot. As submitted, there are four (4) borings identified on each lot.

The Applicant also submitted a septic report that was prepared by a licensed septic installer/designer which corresponds to the completed borings, and has indicated that all lots can support a standard individual septic system. Washington County is the permitting authority for septic design and installation in the City of Grant. The Applicant must submit their septic/boring results for preliminary County Review. ***At the time of this report, the results of the preliminary review have not been provided. Staff recommends that the applicant must obtain a preliminary review letter from the County prior to final action on the preliminary plat is taken.***

Driveways:

As described in the subdivision review section of this report, Lot 6 Block 2 was created with the Indian Hills subdivision plat in the 1970s. The lot was later released from the CUP and PUD in the 1980s. Per Section 32-246(b) the lot meets the exception criteria from lot frontage, and therefore can be considered buildable. The Applicant is proposing to access the lot via a long driveway that connects to the existing cul-de-sac on 69th Ave N. The City Engineer recommends that instead of the long driveway as proposed that the right-of-way of the cul-de-sac should be extended and that the driveway should come from the extended area. Further description is provided in the attached Engineer's Memo. ***Staff recommends including a condition that the Applicant must update the plans to comply***



with the conditions and recommendations stated within the Engineer's memo.

Stormwater/Erosion
Control

The City's Zoning and Subdivision Ordinance both require that the Applicant submit a stormwater management plan and erosion control plan. The Applicant is proposing to management stormwater on-site through a series of ponds and infiltration basins. The Applicant is required to meet the City's standards, and is also subject to the rules of the Browns Creek Watershed District (BCWD). The Applicant is working through the BCWD requirements. Their recommendations may change and/or alter some of the configuration of the basins and/or ponds, and if so, revised plans should be submitted to the City Engineer for additional review. The Stormwater Management Plan for the Project as currently designed was submitted and reviewed by the City Engineer. His comments and concerns are stated in Exhibit C.

Engineering Standards

The City Engineer's review memo is provided as Exhibit C. Staff recommends including a condition that the Applicant must comply with the recommendations and conditions identified in the Engineer's memo.

Other Agency Review

The proposed Project is subject to the City's and the BCWD's stormwater rules and regulations. The Applicant is working through the permitting process with the BCWD, and if any substantive changes to the preliminary plat are required to comply with the BCWD rules, the Project may be subject to additional review by the City. Staff recommends including this as a condition of Preliminary Plat approval.

Washington County has reviewed the proposed access locations and it is staff's understanding that they have requested turn lane improvements on CSAH 12 and no improvements to CSAH 17. A review letter was not received. City Staff will follow up with Washington County to obtain written documentation of the requested improvements for the City's records.

Additionally, the Applicant must submit an application to Washington County for preliminary review of the soil sampling conducted for the septic drainfields. At the time of this report the County had not responded. Staff will provide a verbal update, if available, at the City Council meeting and recommends including a condition that Final Plat will not be granted without preliminary review from Washington County.

Requested Action

Staff is requesting City Council discussion regarding the proposed subdivision and requested variances. Specifically, staff is seeking direction from the City Council regarding:

- The request for a variance from the maximum cul-de-sac length of Street A.
- The request for a variance from the maximum cul-de-sac length of Street B.



- The configuration of Outlot B and Lot 1, Block 2.
- The configuration and access of Lot 6, Block 2 from 69th St. N.

After discussion, staff requests direction to prepare a resolution to approve, deny or table the request. If a recommendation of approval is made, staff provides the following draft conditions for your consideration:

1. An updated Preliminary Plat incorporating the City Engineer's recommendations and incorporating any changes of the BCWD, must be submitted for review and approval by City Staff within 12-months of Preliminary Plat approval.
2. The Applicant shall comply with all recommendations and standards of the City Engineer.
3. The Applicant shall provide evidence that PID containing Lot 1, Block 2 and Outlot B cannot be subdivided, and that the current design configuration is not in conflict with any provisions of the original subdivision.
4. The Applicant shall adjust the lot line between Lots 2 and 3, Block 2 to comply with the subdivision design standards.
5. The Lot area of Lot 2, Block 2 must be adjustment to comply with the minimum lot size requirements.
6. Lot frontage of Lot 2, Block 2 must be adjusted to comply with the minimum lot frontage requirements.
7. Additional ROW must be granted to provide a connection for Lot 6 Block 2 to comply with the City Engineer's recommendations.
8. The Applicant must establish an HOA or similar to manage the stormwater management systems on site. Such entity shall be appropriately established and identified within the Development Agreement.
9. The Applicant shall obtain all necessary stormwater permits from the BCWD and such permits shall be obtained prior to the City granting any Final Plat of the Project.
10. If the Project is proposed to be phased, the phasing plan must be submitted prior to approval of the Development agreement and Final Plat.
11. The Applicant will be required to enter into a Development Agreement prior to the City Granting any Final Plat of the Project to ensure that the requirements and conditions as set forth herein are complied with to ensure the installation of all subdivision infrastructure.
12. The Applicant, or assigns, shall obtain all necessary permits for the installation of individual wells serving each lot, and such permits shall be obtained prior to the City issuing any Building Permit for such lot.
13. The full public right-of-way of both cul-de-sacs shall be dedicated on the Final Plat.
14. Site improvements as described within Section 30-194 shall be agreed to and identified within the Development Agreement.
15. The Preliminary Septic review must be completed by Washington County and the preliminary findings transmitted to the City prior to Preliminary Plat approval.
16. The Applicant shall identify and rope off all septic drainfield areas on the site prior to the City issuing any grading permits on the subject property.
17. The Applicant shall obtain all necessary permits and approvals from any agency having jurisdiction over the project including, but not limited to, Washinton County and the Browns Creek Watershed District.



18. The Applicant, or assigns, shall be required to obtain all septic permits, based on the actual design of a principal structure prior to the City issuing a Building Permit.
19. Final Plat shall be applied for within 12 months of preliminary plat approval.
20. The Applicant shall pay all fees and delinquent escrow balances.
21. Must comply with all recommendations of City Engineer.

Attachments

Exhibit A: Narrative and Application

Exhibit B: Plan Set Date 3/22/2024

Exhibit C: City Engineer's Memo, April 23, 2024