

**City of Grant
City Council Agenda
October 1, 2024**

The regular monthly meeting of the Grant City Council will be called to order at 6:30 p.m. on Tuesday, October 1, 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. September 2024 Bill List, \$92,758.28**
- B. Croix Valley Inspector, \$54,466.64**
- C. Kline Bros., Road Maintenance, \$29,431.25**

D. Exempt Gambling Permit, Lions Club, Mahtomedi High School, 11/9/24

E. Northern Salt, Dust Control, \$39,983.88

F. Assessment Abatement, 9250 Dellwood Road N, \$9,622.44

5. STAFF AGENDA ITEMS

A. City Engineer, Brad Reifsteck (no action items)

B. City Planner, Jennifer Haskamp (no action items)

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

6. NEW BUSINESS

A. Consideration of Designating of American Rescue Act Aid

B. Consideration of WCD Agreement, January 1, 2025 through December 31, 2027

7. UNFINISHED BUSINESS

8. DISCUSSION ITEMS (no action taken)

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

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

9. COMMUNITY CALENDAR OCTOBER 2 THROUGH OCTOBER 31, 2024:

Mahtomedi Public Schools Board Meeting, Thursday, October 10th and October 24th, Mahtomedi District Education Center, 7:00 p.m.

Stillwater Public Schools Board Meeting, Thursday, October 10th, Stillwater City Hall, 7:00 p.m.

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

Happy Halloween, Thursday, October 31, 2024

10. ADJOURNMENT

Fund Name: All Funds

Date Range: 09/01/2024 To 09/30/2024

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
09/23/2024	Adobe	ADEFT10	Monthly - auto	N	Office Supplies	100-41313-200-	\$ 52.00
		ADEFT10					\$ 52.00
		Total For Check					52.00
09/23/2024	Comcast	CCEFT25	Town Hall WIFI - Auto	N	Town Hall Supplies	100-43001-210-	\$ 184.82
		CCEFT25					\$ 184.82
		Total For Check					184.82
09/23/2024	USPS	CheckCard90.	Stamps - Check Card	N	Office Supplies	100-41313-200-	\$ 73.00
		CheckCard90					\$ 73.00
		Total For Check					73.00
09/23/2024	T-Mobile	TMEFT36	City Cell Phone - Auto	N	Road Expenses - Other	100-43116-210-	\$ 20.00
		TMEFT36					\$ 20.00
		Total For Check					20.00
09/23/2024	Xcel Energy	XcelEFT37	Utilities - Town Hall - Pole Barn - Auto	N	Town Hall Electricity	100-43004-381-	\$ 12.10
		XcelEFT37			Well House Electricity	100-43010-381-	\$ 59.69
		XcelEFT37			Street Lights	100-43117-381-	\$ 65.38
		Total For Check					137.17
09/24/2024	Payroll Period Ending 09/30/2024	16530	Sept24	N	Clerk Salary	100-41101-100-	\$ 4,432.21
		Total For Check					4,432.21
09/24/2024	Payroll Period Ending 09/30/2024	16531	Sept24Medical	N	Accounting Services	100-41202-130-	\$ 1,000.55
		Total For Check					1,000.55
09/24/2024	Sam Scott	16532	Assessment Abatement	N	2019/2020 Road Project	100-43136-810-	\$ 9,622.44
		Total For Check					9,622.44
09/24/2024	A.R.C Paving	16533	Inv#341	N	Pothole Repairs	100-43109-220-	\$ 8,311.82
		Total For Check					8,311.82
09/24/2024	Pauszek Inc.	16534	Sept Assessor Billing	N	Assessing	100-41550-300-	\$ 2,300.00
		Total For Check					2,300.00
09/24/2024	Maroney's	16535	Large Road Side Pickup	N	Road Garbage Removal	100-43105-384-	\$ 435.44
		Total For Check					435.44
09/24/2024	Pearson	16536	2024 Seal Coat	N	Seal Coating/Crack Filling	100-43112-220-	\$ 36,320.00
		Total For Check					36,320.00

Fund Name: All Funds

Date Range: 09/01/2024 To 09/30/2024

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
09/24/2024	Waste Management	16537	Recycling -	N	Recycling	100-43011-384	\$ 6,040.30
		Total For Check					\$ 6,040.30
09/24/2024	Northern Salts	16538	Dust Control	N	Magnesium Chloride	100-43107-210-	\$ 39,983.88
		Total For Check					\$ 39,983.88
09/24/2024	Woodchuck	16539	Storm Downed Trees -	N	Public Safety Funds	100-41991-220-	\$ 3,320.00
			5849/5881/5880/5860				
		Total For Check					\$ 3,320.00
09/24/2024	CenturyLink	16540	City Phone	N	City Office Telephone	100-41309-321-	\$ 171.44
		Total For Check					\$ 171.44
09/24/2024	Eckberg Lammers	16541	Legal Services	N	Legal Fees - General	100-41204-304-	\$ 875.00
					Legal Fees - Complaints	100-41205-304-	\$ 475.00
					Legal Fees - Prosecutions	100-41206-304-	\$ 2,575.69
					Escrow	100-49320-304-1008	\$ 250.00
		Total For Check					\$ 4,175.69
09/24/2024	SHC, LLC	16542	Planning Services	N	City Planner	100-41209-300-	\$ 1,076.75
					Escrow	100-49320-300-1008	\$ 80.50
						100-49320-300-1031	\$ 439.50
						100-49320-300-1033	\$ 664.00
		Total For Check					\$ 2,260.75
09/24/2024	LRS	16543	Town Hall Portapot	N	Town Hall Porta Pot	100-43007-210-	\$ 134.00
		Total For Check					\$ 134.00
09/24/2024	LHB	16544	Engineering	N	Engineering Fees - General	100-41203-300-	\$ 3,974.30
					Road Engineering Fees	100-43102-300-	\$ 339.50
		Total For Check					\$ 4,313.80
09/24/2024	KISM, LLC	16545	Pump House System	N	Well House Electricity	100-43010-210-	\$ 576.00
		Total For Check					\$ 576.00
09/24/2024	League of Minnesota Cities	16546	Dues - Sept/Dec2024	N	LMC Dues	100-41304-210-	\$ 1,809.00
		Total For Check					\$ 1,809.00
09/24/2024	Kline Bros Excavating	16547	Road Maintenance	N	Grader Contractor	100-43101-220-	\$ 6,956.25
					Gravel Road Costs	100-43106-220-	\$ 2,350.00
					Road Shouldering	100-43108-220-	\$ 1,800.00
					Culvert Repair	100-43111-220-	\$ 16,660.00
					Ditch Repair	100-43133-220-	\$ 1,665.00

Fund Name: All Funds

Date Range: 09/01/2024 To 09/30/2024

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
09/24/2024	KEJ Enterprises	16548	Roads Supervisor	N	Roads Supervisor	100-43014-300-	\$ 14,162.50
	Total For Check	16548					\$ 14,162.50
09/24/2024	Croix Valley Inspector	16549	Building Inspector	N	Building Inspection	100-42004-300-	\$ 54,466.64
	Total For Check	16549					\$ 54,466.64
09/24/2024	PERA	16550	PERA - September	N	Clerk PERA	100-41102-120-	\$ 449.88
		16550			Clerk PERA Withholding	100-41108-100-	\$ 389.90
	Total For Check	16550					\$ 839.78
09/24/2024	IRS	EFT206	Medical	N	Clerk FICA/Medicare	100-41103-100-	\$ 99.45
		EFT206			Clerk Medicare	100-41105-100-	\$ 18.85
		EFT206			Federal Withholding	100-41107-100-	\$ 100.00
		EFT206			Social Security Expens	100-41109-100-	\$ 80.60
	Total For Check	EFT206					\$ 298.90
09/24/2024	IRS	EFT207	Payroll	N	Clerk FICA/Medicare	100-41103-100-	\$ 458.88
		EFT207			Clerk Medicare	100-41105-100-	\$ 86.98
		EFT207			Federal Withholding	100-41107-100-	\$ 471.35
		EFT207			Social Security Expens	100-41109-100-	\$ 371.90
	Total For Check	EFT207					\$ 1,389.11
	Total For Selected Checks						\$ 226,262.49

CITY OF GRANT
MINUTES

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DATE : September 3, 2024
TIME STARTED : 6:33 p.m.
TIME ENDED : 7:26 p.m.
MEMBERS PRESENT : Councilmember Carr, Rog, Giefer,
Cornett and Mayor Huber
MEMBERS ABSENT : None

Staff members present: City Attorney, Nick Vivian; City Planner, Jennifer Haskamp; City Treasurer, Sharon Schwarze; and Administrator/Clerk

CALL TO ORDER

The meeting was called to order at 6:33 p.m.

PUBLIC INPUT

Mr. Jeff Schafer, 8688 Jamaca Avenue, came forward and stated ideal conditions are needed for a fog seal so the City should look at getting bids earlier in the season. Other cities are using a chip seal instead of the fog seal.

PLEDGE OF ALLEGIANCE

SETTING THE AGENDA

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

CONSENT AGENDA

- August 2024 Bill List, \$84,341.24 Approved
- Croix Valley Inspector, \$54,943.17 Approved
- City of Mahtomedi, 3rd Quarter Fire Contract, \$45,583.00 Approved
- Fundraiser, One Day Off Site Gambling, Hill Murry Father’s Club at Indian Hills, 9/9/24 Approved
- Final Pay Voucher, Honeye, 115th, Hillcrest Road Project, \$87,331.74 Approved

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

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4 **STAFF AGENDA ITEMS**

5 **City Engineer, Brad Reifsteck (no action items)**

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7 **City Attorney, Nick Vivian**

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9 **PUBLIC HEARING, Consideration of Resolution No. 2024-16, Abatement of Assessments –**
10 City Attorney Vivian advised as part of the 2020 Street Improvements Project, the property owned by
11 Dellwood Farms, LLC was assessed the sum of \$22,447.44. Dellwood Farms, LLC appealed the
12 assessment and after appellate proceedings and remand, a District Court judge overturned the
13 assessment by Court Order dated August 31, 2023. The Grant City Council held a closed session
14 meeting on October 3, 2024, to discuss the Court’s vacation of the assessment. During the closed
15 session, the City Council decided against further appeal of the Court Order. In the following months,
16 City staff has been working with Washington County to determine required actions to effectuate
17 abatement of the assessment.

18
19 There is a statutory process for abatement detailed in Minn. Stat. 469.1812-1815. The abatement will
20 be for the full amount of the assessment - \$22,447.44.

21
22 The first step in the abatement process is to publish notice of a public hearing. The next step is to
23 hold a public hearing. The public hearing will take place at the September 3, 2024, City Council
24 meeting. Finally, after the Mayor closes the public hearing, the next item will be the adoption of an
25 abatement resolution specifying the terms of the abatement. The resolution will provide that the
26 abatement resolves the appeal granted to the property owners by the Court and will officially reduce
27 the abatement amount by \$22,447.44, noting the City of Grant will refund the property owner the
28 greater of \$9,622.44 or the amount actually paid toward the assessment.

29
30 Once the abatement process is complete, the City Clerk will provide the resolution adopted by the
31 City Council to Washington County for the official record related to the parcel and the City Treasurer
32 will issue a check in the amount of \$9,622.44 (or the amount actually paid toward the assessment) to
33 Dellwood Farms, LLC.

34
35 These actions will resolve the Dellwood Farms, LLC special assessment appeal matter for the City of
36 Grant and will complete the abatement process.

37
38 **Council Member Giefer moved to open the public hearing at 6:40 p.m. Council Member Carr**
39 **seconded the motion. Motion carried unanimously.**

40
41 **Council Member Giefer moved to close the public hearing at 6:41 p.m. Council Member Carr**
42 **seconded the motion. Motion carried unanimously.**

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44 **Council Member Carr moved to adopt Resolution No. 2024-16, as presented. Council Member**
45 **Cornett seconded the motion. Motion carried unanimously.**

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City Planner, Jennifer Haskamp

PUBLIC HEARING, Consideration of Resolution No. 2024-15, Application for Variance, 11635 Grenelefe Avenue N – City Planner Haskamp advised Applicant and Owner Ryan Domin (“Owner”) is requesting variances from the minimum wetland setback and buffer requirements to replace a failing septic system at 11635 Grenelefe Ave N. The subject property is located south of 117th St North in the Northridge Acres subdivision and is zoned A-2.

A duly noticed the public hearing has been published and letters were sent to adjacent property owners within a ¼-mile (1,320 ft) of the property. The public hearing has been scheduled for the regular City Council meeting on September 3, 2024.

The following staff report summarizes the requested variances, existing conditions, draft findings, and conditions of approval.

PROJECT SUMMARY

Applicant/Owner: Ryan Domin	Site Size: 5.08 Acres Location: 11635 Grenelefe Ave N, Grant, MN 55110 PID: 06.030.21.13.0006 Year Built: 1987 Zoning/Land Use: A-2
Request: To replace an existing failing septic system and install a new septic system. The location of the new septic system requires a variance from the required wetland setback.	

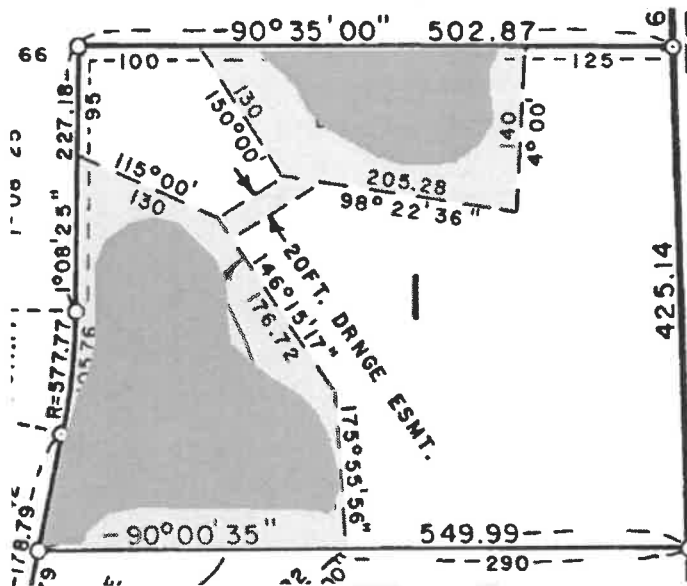
The Applicant has stated that the existing sewage treatment system is failing and must be replaced. They are proposing to install a replacement subsurface treatment system thirty-five feet (35’) from a delineated Type 2 wetland. Per the Applicant’s narrative and the documentation provided by the septic designer, there are no alternative locations that can adequately support a replacement system. The Site Plan is provided in Attachment B.

City Planner Swanson advised City Code Sections 32-59 and 32-60 establish the criteria to review and approve variance requests. The variance application process requires the Applicants to prepare a statement of reasons why the request is made describing the hardship (or practical difficulty) describing how, “the proposed use of the property and associated structures in question cannot be established under the conditions allowed by this chapter or its amendments and no other reasonable alternate use exists; however, the plight of the landowner must be due to physical conditions unique to the land, structure or building involved and are not applicable to other lands, structures or buildings in the same zoning district....Economic considerations alone shall not constitute a hardship.” The Applicant’s narrative is provided in Attachment B and describes their reasons for the variance request.

1 Section 12-260 Structure and sewer setback and other design criteria establishes the required setbacks
2 of a sewage treatment system from specific surface water types. Subsections (1) and (3) are
3 applicable to the subject request.

4
5 The subject property is part of the Northridge Acres subdivision, which was platted in 1981. Based on
6 GIS and National Wetland Inventory (NWI) information, there are two (2) wetland areas on the
7 northern and western edges of the subject property. The site generally slopes down from east to west
8 with low areas on the site associated with the identified wetlands. Drainage and utility easements
9 were established as part of the initial plat process and generally surround the wetland areas (Figure 1).

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Figure 1. Subject property easements (grey) and wetlands (blue). Northridge Acres plat, 1981.

15 A delineation for the easterly edge of the northern wetland was completed in July 2024 to determine
16 if a replacement septic system would fit in this area since it is the most desirable location for the new
17 septic system (Figure 2). The wetland delineation classified the wetland as a Type 2, which does not
18 typically contain standing water. This wetland type typically has marshy or saturated soils, which is
19 consistent with the aerial that does not show standing water. As shown on the aerial, the buildable
20 area outside the designated wetland area is either improved with the existing home/driveway/pool,
21 etc., or has disturbed soils which is depicted on Figure 2 and the existing conditions analysis provided
22 in Attachment B: Site Plan.

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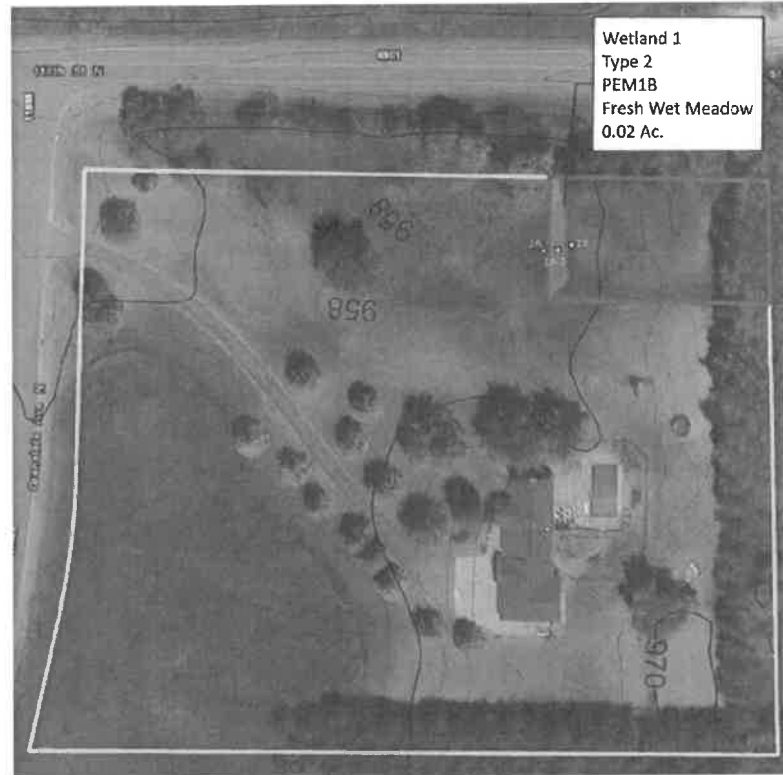


Figure 2. Delineated wetland location on subject property

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City Planner Haskamp advised wetland setbacks are established in Chapter 12 of the City’s Code, which breaks down the applicable standards for wetland by type, unclassified, and classified water bodies. The wetlands were identified as Type 2, which are not addressed within the City Code since they do not include standing water. As such, the City has typically defaulted to the regulations established by the applicable watershed district or Washington County if unspecified by the watershed district. The subject property is located in the RCWD, and there are no specific setback standards established for Type 2 wetlands, and therefore the County’s 75-foot setback standard is applicable. The variance request is summarized below (See Attachment B for site plan):

Setback from Wetland <i>(Washington County Development Code)</i>	Proposed	Variance	Description
75’	35’	40’	The proposed replacement system will encroach approximately 40-feet into the required setback area. No other acceptable locations were identified on the parcel.

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When evaluating a variance request the applicant must demonstrate that 1) the proposed use of the property...in question cannot be established under the conditions allowed by this chapter and no other reasonable alternate use existing; 2) the plight of the landowner must be due to physical conditions

1 unique to the land...and are not applicable to other lands...in the same zoning district; and 3) the
2 unique conditions of the site cannot be caused or accepted by the landowner...

3
4 Per the Applicant’s narrative (Attachment B), the current septic system is failing and must be
5 replaced. The location of the wetlands, drainage and utility easements, and the existing drainfield
6 limit the viable placement options for a new system. It was also determined that soils, contours, and
7 drainage pathways make other potential locations unsuitable (see Attachment B).

8
9 These physical constraints were not created by the Applicant and demonstrate that the available space
10 to site a replacement septic system is constrained. The conditions were not created by the landowner
11 and meet the criteria to establish a practical difficulty in complying with the setback requirement. It is
12 reasonable for the property to be served by septic system and therefor replacement of a failing system
13 is necessary.

14
15 Staff believes the proposed location of the replacement system is reasonable and is properly located
16 based upon naturally existing limiting factors, and that the requested variance has been minimized to
17 the extent possible.

18
19 The City Engineer is reviewing the attached Site Plan and submitted materials. Staff will provide a
20 verbal update at the City Council meeting if any additional concerns are identified.

21
22 The subject property is located in the Rice Creek Watershed District (RCWD). It is the
23 Applicant’s responsibility to determine if any additional permitting is necessary from the
24 watershed district. The Applicant must also obtain a permit from the Washington County
25 Department of Public Health and Environment prior to installation of the system, as they are the
26 permitting authority for new and replacement septic systems in the City.

27
28 The following draft findings related to the hardship (practical difficulty) are provided for your
29 review and consideration:

- 30 ▪ The Applicant must replace the failing system to comply the standards of the Washington
31 County Department of Public Health and Environment, and for the safety of the home and
32 any of its occupants.
- 33 ▪ Replacement of the failing system is a health, safety, and welfare issue and must be
34 completed to the satisfaction of Washington County to protect the current, and any future,
35 homeowners as well as any adjacent properties which could be affected if the
36 noncompliant system were to remain.
- 37 ▪ The available area to site a replacement system is constrained given the existing home,
38 wetlands, drainage and utility easements, drainageways, driveway and disturbed soils on-
39 site.

40
41 *Draft Conditions as noted in the Attached Resolution:*

- 1
- 2 ▪ The Applicant shall be required to obtain the proper permits from the Washington County
- 3 Department of Public Health and Environment prior to installation of the replacement
- 4 system.
- 5 ▪ The Applicants shall be required to obtain any necessary permits and/or approvals from the
- 6 Rice Creek Watershed District prior to installation. A copy of any correspondence or
- 7 permits shall be provided to the City prior to installation of the new system.
- 8 ▪ Disturbances to the existing wetlands shall be limited to the extent possible during
- 9 installation of the replacement system.

10

11 City Planner Haskamp noted the Rice Creek Watershed is the LGU in this area. They do not have

12 setbacks but do defer to the County. The County determines if the design will comply. The

13 applicants and designer are minimizing the variance as much as possible and must delineate to the

14 edge.

15

16 Staff recommends approval of the requested variances with conditions as noted. A draft resolution

17 of approval for your review and consideration is provided in Attachment A.

18

19 **Council Member Carr moved to open the public hearing at 7:14 p.m. Council Member Rog**

20 **seconded the motion. Motion carried unanimously.**

21

22 Mr. Scott St. Clair, property owner across County Road 7, came forward and asked where the

23 system is being located on the property.

24

25 Mr. Ryan Domin, property owner, came forward and stated he purchased the property in 2014, and

26 the pool was already there. He stated he has worked with the septic design company and the

27 design presented is the only one that will work. They are in the process of speaking to

28 Washington County about permitting.

29

30 **Council Member Giefer moved to close the public hearing at 7:19 p.m. Council Member**

31 **Cornett seconded the motion. Motion carried unanimously.**

32

33 **Council Member Cornett moved to adopt Resolution No. 2024-15, as presented. Council**

34 **Member Giefer seconded the motion. Motion carried unanimously.**

35

36 **NEW BUSINESS**

37

38 **Consideration of August 6, 2024, City Council Meeting Minutes – Mayor Huber moved to**

39 **approve August 6, 2024, City Council Meeting Minutes, as presented. Council Member Cornett**

40 **seconded the motion. Motion carried with Council Member Rog abstaining.**

41

42 **Consideration of Resolution No. 2024-17, 2025 Preliminary Budget – Staff advised the proposed**

43 **budget is in the amount of \$2,058,466.**

44

1 Council Member Carr moved to adopt Resolution No. 2024-17, as presented. Council Member
2 Giefer seconded the motion. Motion carried unanimously.

3
4 Consideration of Resolution No. 2024-18, 2025 Preliminary Levy – Staff advised the proposed
5 levy is in the amount of \$1,507,910 noting the levy can be decreased but not increased.

6
7 Council Member Rog moved to adopt Resolution No. 2024-18, as presented. Council Member
8 Cornett seconded the motion. Motion carried unanimously.

9
10 **UNFINISHED BUSINESS**

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

12 Staff Updates (updates from Staff, no action taken)

13 City Council Reports/Future Agenda Items

14
15 **COMMUNITY CALENDAR SEPTEMBER 4 THROUGH SEPTEMBER 30, 2024:**

16 Mahtomedi Public Schools Board Meeting, Thursday, September 12th and September 26th,
17 Mahtomedi District Education Center, 7:00 p.m.

18 Stillwater Public Schools Board Meeting, Thursday, September 12th, Stillwater City Hall, 7:00
19 p.m.

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

21
22 **ADJOURNMENT**

23 Council Member Giefer moved to adjourn at 7:26 p.m. Council Member Rog seconded the
24 motion. Motion carried unanimously.

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26
27 These minutes were considered and approved at the regular Council Meeting October 1, 2024.

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32 _____
33 Kim Points, Administrator/Clerk

32 _____
33 Jeff Huber, Mayor

Building Permit Statement for September 2024

To: Kim Points City Clerk

From: Jack Kramer Building Official

1. Jeff Schafer Permit # 2022-89
City Fee: \$ 583.65 x.75%=\$ 437.81
Plan Check Fee: \$ 279.37 x.100% = \$ 279.37
Total Fee:.....= \$ 717.18

2. Jeff Schafer Permit # 2022-103
City Fee: \$ 80.00 x.75% = \$ 60.00
Total Fee:.....= \$ 60.00

3. Hage Homes Permit # 2022-150
City Fee: \$ 10,963.75 x.75% = \$ 8,222.81
Plan Check Fee: \$ 7,126.43 x.100% = \$ 7,126.43
Total Fee:.....= \$ 15,349.24

4. Ryan Conlin Permit # 2022-276
City Fee: \$ 1,805.75 x.75% = \$ 1,354.31
Plan Check Fee: \$ 1,173.73 x.100% = \$ 1,173.73
Total Fee:.....= \$ 2,528.04

5. Weichmann Permit # 2022-441
City Fee: \$ 80.00 x.75% = \$ 60.00
Total Fee:.....= \$ 60.00

6. Weichmann Permit # 2022-443
City Fee: \$ 80.00 x.75% = \$ 60.00
Total Fee:.....= \$ 60.00

7. Weichmann Permit # 2022-481
City Fee: \$ 80.00 x.75% = \$ 60.00
Total Fee:.....= \$ 60.00

8. BCD Homes Permit # 2022-483
City Fee: \$ 11,083.75 x.75% = \$ 8,312.81
Plan Check Fee: \$ 7,024.43 x. 100% = \$ 7,024.43
Total Fee:.....= \$ 15,337.24

9. Weichmann Permit # 2022-526
City Fee: \$ 80.00 x.75% = \$ 60.00
Total Fee:.....= \$ 60.00

10. Ben Vaage Permit # 2022-534
 City Fee: \$ 411.98 x.75% = \$ 308.98
 Plan Check Fee: \$ 267.76 x.100% = \$ 276.76
 Total Fee:.....= \$ 585.74

11. Dustin Grezesik Permit # 2023-32
 City Fee: \$ 1,273.75 x.75% = \$ 955.31
 Plan Check Fee: \$ 827.93 x.100% = \$ 827.93
 Total Fee:.....= \$ 1,783.24

12. Weichmann Permit # 2023-46
 City Fee: \$ 80.00 x.75% = \$ 60.00
 Total Fee:.....= \$ 60.00

13. Tillges Permit # 2023-50
 City Fee: \$ 80.00 x.75% = \$ 60.00
 Total Fee:.....= \$ 60.00

14. Weichmann Permit # 2023-60
 City Fee: \$ 80.00 x.75% = \$ 60.00
 Total Fee:.....= \$ 60.00

15. Tillges Permit # 2023-66
 City Fee: \$ 80.00 x.75% = \$ 60.00
 Total Fee:.....= \$ 60.00

16. Andy Kees Permit # 2023-78
 City Fee: \$ 643.75 x.75% = \$ 482.81
 Plan Check Fee: \$ 418.43 x.100% = \$ 418.43
 Total Fee:.....= \$ 901.24

17. Schankereli Permit # 2023-90
 City Fee: \$ 80.00 x.75% = \$ 60.00
 Total Fee:.....= \$ 60.00

18. Todd Miller Permit # 2023-92
 City Fee: \$ 4,373.75 x.75% = \$ 3,280.31
 Plan Check Fee: \$ 2,842.93 x.100% = \$ 2,842.93
 Total Fee:.....= \$ 6,123.24

19. Scot Sorum Permit # 2023-93
 City Fee: \$ 392.75 x.75% = \$ 294.56
 Total Fee:.....= \$ 294.56

20. Cox Contracting Permit # 2023-95
 City Fee: \$ 80.00 x.75% = \$ 60.00
 Total Fee:.....= \$ 60.00

21. Bryan Anderson Permit # 2023-96
City Fee: \$ 100.00 x .75% = \$ 75.00
Total Fee:= \$ 75.00
22. Asphalt Restoration Co, Inc. Permit # 2023-97
City Fee: \$ 181.25 x .75% = \$ 135.93
Total Fee:.....= \$ 135.93
23. Kurt Meyer Permit # 2023-98
City Fee: \$ 209.50 x .75% = \$ 157.12
Total Fee:.....= \$ 157.12
24. Gates General Contractors Permit # 2023-99
City Fee: \$ 835.75 x .75% = \$ 626.81
Total Fee:= \$ 626.81
25. Paul Dahlen Permit # 2023-100
City Fee: \$ 139.27 x .75% = \$ 104.45
Total Fee:.....= \$ 104.45
26. Schwantes Heating Permit # 2023-101
City Fee: \$ 80.00 x .75% = \$ 60.00
Total Fee:.....= \$ 60.00
27. Grant Marshall Permit # 2023-102
City Fee: \$ 798.25 x .75% = \$ 598.68
Total Fee:.....= \$ 598.68
28. Eric Linner Permit # 2023-103
City Fee: \$ 153.25 x .75% = \$ 114.93
Plan Check Fee: \$ 99.61 x . 100% = \$ 99.61
Total Fee:.....= \$ 214.54
29. Roger Vadnais Plg. Permit # 2023-104
City Fee: \$ 80.00 x .75% = \$ 60.00
Total Fee:.....= \$ 60.00
30. Prestige Pools Permit # 2023-106
City Fee: \$ 391.75 x .75% = \$ 293.81
Plan Check Fee: \$ 254.53 x .100% = \$ 254.53
Total Fee:.....= \$ 548.34
31. Apollo Heating & Air Permit # 2023-107
City Fee: \$ 80.00 x .75% = \$ 60.00
Total Fee :.....= \$ 60.00

32. John Fruth Permit # 2023- 108
City Fee: \$ 713.75 x.75% = \$ 535.31
Plan Check Fee: \$ 463.93 x.100% = \$ 463.93
Total Fee:.....= \$ 999.24
33. Kiah Smith Permit # 2023-109
City Fee: \$ 643.75 x.75% = \$ 482.81
Total Fee:.....= \$ 482.81
34. Tom Beer Permit # 2023-110
City Fee: \$ 492.75 x.75% = \$ 369.56
Plan Check Fee: \$ 320.28 x.100% = \$ 320.28
Total Fee:.....= \$ 689.84
35. Jack Lovas Permit # 2023-111
City Fee: \$ 223.25 x.75% = \$ 167.43
Total Fee:.....= \$ 167.43
36. Vail Builders Permit # 2023-112
City Fee: \$ 583.65 x.75% = \$ 437.73
Plan Check Fee: \$ 379.37 x.100% = \$ 379.37
Total Fee:.....= \$ 817.10
37. Fireside Hearth & Home Permit # 2023-113
City Fee: \$ 80.00 x.75% = \$ 60.00
Total Fee:.....= \$ 60.00
38. Matt Read Permit # 2023-114
City Fee: \$ 80.00 x.75% = \$ 60.00
Total Fee:.....= \$ 60.00
39. Kevin Gwash Permit # 2023-115
City Fee: \$ 80.00 x.75% = \$ 60.00
Total Fee:.....= \$ 60.00
40. Safe Basements of Minnesota, Inc. Permit # 2023-116
City Fee: \$ 411.95 x.75% = \$ 308.96
Total Fee:.....= \$ 308.96
41. John Determan Permit # 2023-117
City Fee: \$ 100.00 x.75% = \$ 75.00
Total Fee:.....= \$ 75.00
42. Kristi Davis Permit # 2023-118
City Fee: \$ 251.25 x.75%= \$ 188.43
Plan Check Fee: \$ 163.31 x. 100% = \$ 163.31
Total Fee:.....= \$ 351.74

43. Aquarius Home Services Permit # 2023-119
City Fee: \$ 80.00 x.75% = \$ 60.00
Total Fee:.....= \$ 60.00
44. Shekhar Nepal Permit # 2023-120
City Fee: \$ 279.25 x.75% = \$ 209.43
Total Fee:.....= \$ 209.43
45. Rightway Construction Corp. Permit # 2023-121
City Fee: \$ 377.25 x.75% = \$ 282.93
Total Fee:.....= \$ 282.93
46. Krinke Heating Permit # 2023-122
City Fee: \$ 80.00 x.75% = \$ 60.00
Total Fee:.....= \$ 60.00
47. Jon Determan Permit # 2023-123
City Fee: \$ 1,553.75 x.75% = \$ 1,165.31
Plan Check Fee: \$ 1,009.93 x.100% = \$ 1,009.93
Total Fee:.....= \$ 2,175.24
48. American Waterworks Permit # 2023-124
City Fee: \$ 125.25 x.75% = \$ 93.93
Total Fee:.....= \$ 93.93
49. Pella Northland Permit # 2023-125
City Fee: \$ 504.18 x.75% = \$ 378.13
Total Fee:.....= \$ 378.13
50. Sela Roofing Permit # 2023-126-A
City Fee: \$ 251.25 x.75% = \$ 188.43
Total Fee:.....= \$ 188.43
51. Tillges Permit # 2023- 126-B
City Fee: \$80.00 x.75% = \$ 60.00
Total Fee:.....= \$ 60.00
52. Matthew Olson Permit # 2023-127
City Fee: \$ 678.75 x.75% = \$ 509.06
Total Fee:.....= \$ 509.06
53. Shekhar Nepal Permit # 2023-128
City Fee: \$ 321.25 x.75% = \$ 240.93
Plan Check Fee: \$ 208.81 x.100% = \$ 208.81
Total Fee:.....= \$ 449.74

54. Balanced Build, LLC. Permit # 2023-129
City Fee: \$ 223.25 x.75% = \$ 167.43
Total Fee:.....= \$ 167.43
55. Midwest Electric & Generator Permit # 2023-130
City Fee: \$ 80.00 x.75% = \$ 60.00
Total Fee:.....= \$ 60.00
56. Sandstrom Roofing Permit # 2023-131
City Fee: \$ 293.25 x.75% = \$ 219.83
Total Fee:.....= \$ 219.83
57. Austad Construction, Inc. Permit # 2023-132
City Fee: \$ 411.95 x.75% = \$ 308.96
Total Fee:.....= \$ 308.96
58. Flush One Plumbing Permit # 2023-133
City Fee: \$80.00 x.75% = \$ 60.00
Total Fee:.....= \$ 60.00
59. Raymond Dombroski Permit # 2023-134
City Fee: \$ 80.00 x.75% = \$ 60.00
Total Fee:.....= \$ 60.00
60. Clear Choice Restoration Permit # 2023-135
City Fee: \$ 279.50 x.75% = \$ 209.62
Total Fee:.....= \$ 209.62
61. Krech Exteriors, LLC. Permit # 2023-136
City Fee: \$ 195.25 x.75% = \$ 146.43
Total Fee:.....= \$ 146.43
62. Bear Creek Exterior Permit # 2023-137
City Fee: \$ 643.75 x.75% = \$ 482.81
Total Fee:.....= \$ 482.81

Total Fee's :.....= \$ 57,174.68

Respectfully submitted,



Jack Kramer

Building Official

KLINE BROS EXCAVATING

8996 110TH ST N
 STILLWATER, MN 55082

Invoice

Date	Invoice #
9/23/2024	20

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

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	DITCHWORK 100-43126		
	DITCHWORK ALONG 114TH & LANSING	0.00	0.00
3	9-06-24 E85	130.00	390.00
3	9-06-24 325G	115.00	345.00
3	9-06-24 I7600	100.00	300.00
2	9-06-24 T600 & TRL	190.00	380.00
	9-18-24 SEED DITCH	250.00	250.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERVICE CHARGE		Total	\$1,665.00

KLINE BROS EXCAVATING

8996 110TH ST N
 STILLWATER, MN 55082

Invoice

Date	Invoice #
9/23/2024	19

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		
3	8-28-24 2 LOADS MC-5 HAULED TO LOCKRIDGE, 1 TO 114TH ST	230.00	690.00
7	9-04-24 4 LOADS MC-5 HAULED TO 110TH ST, 3 LOADS HAULED TO 80TH ST	230.00	1,610.00
0.5	9-04-24 17600 COMPACT GRAVEL	100.00	50.00

AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERVICE CHARGE	Total	\$2,350.00
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KLINE BROS EXCAVATING

8996 110TH ST N
 STILLWATER, MN 55082

Invoice

Date	Invoice #
9/23/2024	22

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

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	CULVERT WORK 100-43111		
	9-11-24 REMOVE AND HAUL ASPHALT AWAY, REPLACE SOUTH HALF OF SEWER WITH 18" HDPE, CEMENT UP DAMAGED MANHOLE, HAUL FILL AWAY AND BACKFILL WITH SAND, 8 FEET DEEP	15,000.00	15,000.00
	9-12-24 RC-5 SOUTH HALF SO TRAFFIC COULD BE SWITCHED TO THAT SIDE, REPLACE NORTH HALF OF SEWER, BACKFILL WITH SAND, HAUL FILL AWAY		
	9-16-24 DIG OFF TOP OF PIPE FROM NORTH MANHOLE TO DITCH AND EXPOSE ALL UTILITIES TIGHT TO PIPE		
	9-17-24 REMOVE PIPE AND REPLACE, CEMENT DAMAGED MANHOLE BOTTOM AND AROUND PIPE		
	RESTORE YARDS ON 65TH		
2	9-18-24 LOADS TOPSOIL HAULED	250.00	500.00
4	9-18-24 325G	115.00	460.00
6	9-18-24 HAND LABOR 2 MEN X 3 HRS	75.00	450.00
	9-18-24 SEED YARDS	250.00	250.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERVICE CHARGE		Total	\$16,660.00

KLINE BROS EXCAVATING

8996 110TH ST N
 STILLWATER, MN 55082

Invoice

Date	Invoice #
9/23/2024	21

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

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	ASPHALT SHOULDER WORK 100-43108		
	SHOULDER ASPHALT AT 110TH & LANSING	0.00	0.00
5	9-09-24 325G	115.00	575.00
5	9-09-24 HAND LABOR	75.00	375.00
2	9-09-24 LOADS RC-5 HAULED	230.00	460.00
2	9-09-24 I7600	100.00	200.00
1	9-09-24 T600 & TRL	190.00	190.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERVICE CHARGE		Total	\$1,800.00

KLINE BROS EXCAVATING

8996 110TH ST N
 STILLWATER, MN 55082

Invoice

Date	Invoice #
9/23/2024	18

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

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	ROAD GRADING 100-43101		
8	8-28-24 770B	105.00	840.00
7.75	8-28-24 930G	105.00	813.75
7	8-29-24 770B	105.00	735.00
7	8-29-24 930G	105.00	735.00
7	9-03-24 770B	105.00	735.00
8	9-03-24 930G	105.00	840.00
9.5	9-04-24 770B	105.00	997.50
10	9-04-24 930G	105.00	1,050.00
2	9-05-24 770B	105.00	210.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERVICE CHARGE		Total	\$6,956.25

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Wildwood Lions Club Foundation Previous Gambling Permit Number: X- 93079-23-012

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: 80-0820457

Mailing Address: PO Box 656

City: Willemie State: MN Zip: 55090 County: Washington

Name of Chief Executive Officer (CEO): Amy Wild

CEO Daytime Phone: 651-724-8201 CEO Email: amy.wild@edwardjones.com
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): wildwoodlionsfoundation@gmail.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

A current calendar year Certificate of Good Standing
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

IRS income tax exemption (501(c)) letter in your organization's name
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted
(for raffles, list the site where the drawing will take place): Mahtomedi High School

Physical Address (do not use P.O. box): 8000 75th Street North

Check one:
 City: Grant Zip: 55115 County: Washington
 Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): November 9, 2024

Check each type of gambling activity that your organization will conduct:
 Bingo Paddlewheels Pull-Tabs Tipboards Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
<input type="checkbox"/> The application is acknowledged with no waiting period. <input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city). <input type="checkbox"/> The application is denied.	<input type="checkbox"/> The application is acknowledged with no waiting period. <input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days. <input type="checkbox"/> The application is denied.
Print City Name: <u>Grant</u>	Print County Name: _____
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date: _____	Title: _____ Date: _____
<p>The city or county must sign before submitting application to the Gambling Control Board.</p>	<p>TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: *Amy Wild* Date: 9/21/2024
(Signature must be CEO's signature; designee may not sign)

Print Name: Amy Wild

REQUIREMENTS	MAIL APPLICATION AND ATTACHMENTS
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<p>Complete a separate application for:</p> <ul style="list-style-type: none"> • all gambling conducted on two or more consecutive days; or • all gambling conducted on one day. <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p>Financial report to be completed within 30 days after the gambling activity is done: A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p>Mail application with:</p> <ul style="list-style-type: none"> _____ a copy of your proof of nonprofit status; and _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota. <p>To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p>Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>
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<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the</p>	<p>application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-</p>	<p>ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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Northern Salt
INCORPORATED

PO Box 1028
Forest Lake, MN 55025

Phone: 651-209-3148
Fax: 651-407-0609
www.northernsalt.com

Invoice

Date	Invoice #
9/6/2024	31123

Bill To			Ship To	
City of Grant PO Box 577 Willernie MN 55090			10010 60th St N Stillwater, MN 55082	
Due Date	P.O. No.	S.O. No.	Terms	Rep
10/6/2024		94217	Net 30	HOUSE
Description	Quantity	Rate	U/M	Amount
Calcium Chloride 38%	26,392	1.515	gal	39,983.88
Brian- Ph# 651-269-5889 Job# 26074				
Prompt payment would be appreciated. Late payments could result in a 1.5% monthly finance charge. Customer agrees to pay all costs of collection, including attorney's fees.			Subtotal	\$39,983.88
			Sales Tax (0.0%)	\$0.00
			Total	\$39,983.88

We appreciate your business. For an additional convenience fee of 3% of the transaction total, NSI will accept Visa, Mastercard and American Express credit card payments.

Invoice



11079 Lamont Ave NE
Hanover, MN 55341

DATE	INVOICE NO.
9/6/2024	6178

BILL TO:

City of Grant
111 Wildwood Road
PO Box 577
Grant, MN 55090-0577

P.O. NO.	TERMS	PROJECT
	Net 30	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Fog Seal	Fog Seal as per Contract	3,315	4.00	13,260.00
Crack Fill	Mixture For Joints & Cracks	129	140.00	18,060.00
Mobilization	Seal Coat Crew/Equipment Mobilization For Seal Coat Project		2,500.00	2,500.00
Traffic Control	Traffic Control For Seal Coat Project		2,500.00	2,500.00
Total				\$36,320.00

Phone #	Fax #
(763) 391-6622	(763) 391-6627

**AGREEMENT BETWEEN
WASHINGTON CONSERVATION DISTRICT
AND MEMBERS OF THE 2025-2027
EAST METRO WATER EDUCATION PROGRAM (EMWREP)**

A. PARTIES

This Agreement is made and entered into by Washington Conservation District, hereinafter referred to as HOST, and members of the East Metro Water Education Program (EMWREP), hereinafter referred to individually as a PARTNER. A PARTNER is defined as an entity that executes this agreement, and this Agreement provides for the withdrawal or addition of PARTNERS to EMWREP. Eligible PARTNERS include counties, watershed organizations, lake improvement districts, and municipalities within the Twin Cities East Metro and Lower St. Croix Watershed of Minnesota.

B. PURPOSE

WHEREAS, the PARTNER and the HOST have a common objective of educating the citizens of the East Metro and Lower St. Croix Watershed about water resource, stormwater, and groundwater management in order to improve water quality; and

WHEREAS, the PARTNER has identified a need for education assistance; and

WHEREAS, counties, watershed organizations, lake improvement districts, and municipalities within the East Metro and Lower St. Croix Watershed have education components in their respective watershed management plans; and

WHEREAS, 25 communities in Washington County and 5 communities within the Lower St. Croix portions of Anoka, Chisago and Isanti Counties are required to obtain a Municipal Separate Storm Sewer System (MS4) Permit from the Minnesota Pollution Control Agency (MPCA), which requires nonpoint source pollution education; and

WHEREAS, the PARTNER agrees it is in its best interest to define its respective responsibilities and obligations; and

WHEREAS, the PARTNER agrees that collaborative efforts are needed to more effectively and efficiently deliver water resource education and meet MS4 permit education requirements; and

WHEREAS, the PARTNER requests assistance from the HOST to implement the policies specified in MINN. STAT. §§ 103A.206; and

WHEREAS, the HOST is authorized to enter agreements to provide such assistance pursuant to MINN. STAT. §§ 103C.331, SUBD. 3 and 7.

NOW, THEREFORE, the PARTNER agrees as follows:

C. TERM OF CONTRACT

The term of this agreement shall be from January 1, 2025 to December 31, 2027 unless extended or terminated earlier as provided herein.

D. MEMBERSHIP STRUCTURE

In accordance with the program goals of collaboration and partnership, entities may become a PARTNER by signing the Signature Page at the end of this Agreement. A new PARTNER shall apply to the HOST and sign a separate contract and its signature page shall be attached to the original document. The HOST will coordinate with each PARTNER, update the project budget, and distribute it to each PARTNER.

Each PARTNER will assign a member to the EMWREP Steering Committee. This Committee will assist the EMWREP Coordinator and HOST to prepare the Annual Workplan, Annual Budget, and Annual Report. A Membership Summary will be included in the Annual Report prepared by the HOST.

E. SCOPE OF SERVICES

The HOST will perform for the PARTNER the services and furnish and deliver work products generally described in Exhibit A, attached and made part of this agreement. Services for a specific PARTNER will be defined in the Annual Workplan developed as described in Exhibit A. PARTNER-specific services will constitute approximately 15% of the total Annual Workplan. Eighty-five (85) percent of the total Annual Workplan will be committed to shared, multi-jurisdictional benefit educational activities.

F. COST

In full consideration for services under this agreement, the PARTNER shall provide its portion of the annual costs to the HOST in accordance with the executed Signature Page at the end of this Agreement. The total annual budget for the program is as shown in Exhibit B with contributions outlined in Paragraph G. If all PARTNER contributions total less than the Total Budget, educational material expenses not otherwise paid for will not be incurred. PARTNER's annual contribution may be increased from the amount stated in the Signature Page at the end of the Agreement only with approval of PARTNER's governing body.

G. FUNDING STRUCTURE

Each PARTNER is suggested to contribute annually in accordance with the following funding structure.

- County or SWCD (Population > 100,000): \$16,300/year
- County or SWCD (Population < 100,000): \$8,000/year
- County or SWCD partially within the Lower St. Croix watershed: \$1,600/year
- Small Watershed Districts (Taxable Market Value < \$1 Billion): \$16,000/year
- Medium Watershed Districts (TMV \$1-5 Billion): \$24,500/year
- Large Watershed Districts (TMV >\$5 Billion): \$32,000/year
- Watershed Management Organizations and Lake Improvement Districts: \$8,000/year
- Large MS4 Cities (Population > 5,000): \$3,500/year
- Small MS4 Cities (Population > 5,000): \$900/year

An annual COLA/inflation adjustment of 4% will be added for year 2 and year 3 of the agreement. In-kind matches from existing educational staff from within partner organizations are also encouraged. The WCD shall provide \$16,172.82 of in-kind match to the program per year. As shown in Exhibit B, PARTNER contributions will be reviewed and adjusted on an annual basis, as needed.

H. PAYMENTS

1. The services in Exhibit A provided by the HOST will be billed in accordance to Exhibit B. Invoices will be sent on a quarterly basis and will summarize the work performed. Invoices are payable within 60 days.
2. Office supplies, in-house reproduction expenses, and transportation are included in the overhead noted above. Out source reproduction, special bulk mailings and other direct costs beyond the actual current budget as established in accordance with the Annual Workplan (the combined contributions of each PARTNER) noted in Paragraph F are to be reimbursed at actual cost with prior approval from the PARTNERS.

I. EQUAL EMPLOYMENT OPPORTUNITY- CIVIL RIGHTS

During the performance of this Agreement, the HOST agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance, criminal record, creed or national origin, be excluded from full employment rights in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964.

J. STANDARDS

The HOST shall comply with all applicable Federal and State statutes and regulations as well as local ordinances now in effect or hereafter adopted. Failure to meet the requirements of the above may be cause for cancellation of this contract effective the date of receipt of the Notice of Cancellation.

K. DATA PRIVACY

All data collected, created, received, maintained, or disseminated, or used for any purpose in the course of the HOST's performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota 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. The HOST agrees to abide by these statutes, rules and regulations and as they may be amended.

L. AUDITS, REPORTS, AND MONITORING PROCEDURES

The HOST will:

1. Maintain records that reflect all revenues, cost incurred and services provided in the performance of the Agreement.
2. Agree that the County, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to the rights to examine audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the HOST which are relevant to the contract. The annual audit conducted for the Washington Conservation District that includes EMWREP activities.

M. INDEMNITY

No party to this Agreement agrees to be responsible for the acts or omissions of another, its agents, officials, contractors or employees within the meaning of Minnesota Statutes section 471.59, subdivision 1a. Each PARTNER and HOST will hold harmless, defend and indemnify all other parties to this Agreement, their officers, board members, employees and agents for any and all damage, liability, cost or claim (including reasonable attorneys' fees) to the extent it is the result of its negligent act or of another action or inaction that is the basis for its liability in law or equity. The PARTNER agrees to provide proof of contractual liability insurance upon request. This paragraph does not constitute a waiver or otherwise diminish, any statutory or common law defense, immunity or limit on liability any PARTNER or HOST may enjoy as against any third party.

N. INDEPENDENT CONTRACTOR

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the HOST as the agent, representative, or employee of PARTNER organization for any purpose or in any manner whatsoever. The HOST is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The HOST represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the HOST or other person, while engaged in the performance of any work or services required by the HOST under this Agreement, shall have no contractual relationship with the PARTNER and shall not be considered employees of the PARTNER.

O. MODIFICATIONS

Any material alteration or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by written agreement of the HOST and the PARTNER shall not require written approval. Contract extensions will be handled as a material alteration.

P. MERGER

It is understood and agreed that the entire agreement of the parties is contained here, except as modified during the term of the Agreement by a writing under Paragraph O above concerning a non-material change, and that this contract supersedes oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

Q. TERMINATION

This Agreement will commence when executed by HOST and all PARTNERS and will continue until terminated. The Agreement will commence with respect to each additional PARTNER on that PARTNER'S execution of a signature page acceding to the terms of the Agreement. This Agreement will terminate immediately upon completion of the activities enumerated herein and the program duration expires. Any party to this Agreement may withdraw participation on an agreement-year basis with 60 days written notice to HOST prior to the annual anniversary date of the Agreement, with the actual termination date falling on the anniversary date. Pro-rated contributions will be returned to the terminated or terminating PARTNER. The HOST will promptly notify all PARTNERS of any PARTNER's termination. Termination by any one PARTNER will not constitute the termination of this Agreement. If HOST determines that PARTNER termination has resulted in inadequate funds to deliver the work products generally described in Exhibit A, the HOST will terminate the Agreement effective the anniversary date unless adequate funds can be procured. Termination by the HOST will constitute termination of this Agreement in whole and pro-rated contributions will be returned to each PARTNER.

R. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All property of the HOST or a PARTNER used, acquired or created in the performance of work under this Agreement, including documents and records of any kind, shall remain the property of the HOST and the PARTNER providing the property. The HOST and PARTNERS shall jointly own and each party has the individual right to use, sell, license, publish, or otherwise disseminate any product developed in whole or in part during the performance of work under this Agreement. Durable goods purchased by the HOST, such as office equipment and computers, shall remain the property of the HOST.

**CONTRACT BETWEEN
WASHINGTON CONSERVATION DISTRICT
AND MEMBERS OF EMWREP**

HOST: Washington Conservation District

PARTNER: City of Grant

Annual Contribution Amount*: \$900

**An annual COLA/inflation adjustment of 4% will be added for year 2 and year 3 of the agreement.*

Contract start date: January 1, 2025

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

APPROVED:

PARTNER

HOST

BY: _____
Name

BY: _____
WCD Board Chair Date

Title

BY: _____
Name

BY: _____
WCD Manager Date

Title

Approval as to form and execution:

Date

EXHIBIT A

SCOPE OF SERVICES EMWREP

HOST responsibilities:

1. Hire, employ and supervise Water Resource Educators that will successfully serve the education needs as prescribed herein.
2. Obtain financial reimbursement from each PARTNER as prescribed in this agreement.
3. Work in good faith to achieve the goals identified in this agreement.
4. Maintain a strict accounting of all financial transactions.
5. Develop and disseminate annual summaries of accomplishments and budgetary analysis to EMWREP partners.
6. Provide office space, office furniture, computer, transportation, and phone. Equipment purchased by the HOST will remain the property of the HOST following the term of this agreement.

PARTNER responsibilities:

1. Provide a single representative to the EMWREP Steering Committee. This person shall actively participate in the Steering Committee and assist in employee selection, Annual Workplan Development, and other tasks as needed.
2. Provide funds for the EMWREP Program described herein.
3. Provide appropriate and timely feedback to the HOST manager regarding the performance of the Water Resource Educator/s.
4. Share equipment, staff, and educational resources to facilitate Education Program planning and implementation.
5. As initiated by the HOST, discuss the progress of the Water Resource Educator/s and agree to take any action that is appropriate to ensure the successful fulfillment of project objectives.
6. Work with the Water Resource Educator/s to ensure that services are being used to address high priorities at the local level.

EMWREP staff responsibilities:

1. Prepare, coordinate, and revise EMWREP Work Plan annually with the EMWREP Steering Committee.
2. Review and advise PARTNERS annually on educational aspects relevant to their water plans.
3. Develop annual plan of work with the EMWREP Steering Committee. Workplan will reference MS4 education programs and PARTNERS water and education plans.
4. Implement annual work plan, including planning, implementing, evaluating, and reporting on such anticipated activities as presentations, workshops, in-field training, demonstration projects, and published materials.
5. Pursue grants and other funding sources to enhance the EMWREP Program.
6. Coordinate with "Watershed Partners" and other entities conducting water resource education efforts to minimize overlap and maximize effectiveness.
7. Maintain educational information share on website, social, media, and print communications.
8. Present papers as appropriate at professional meetings within Minnesota.
9. Prepare annual education report (which meets MS4 requirements) and conduct shared MS4 annual meetings for participating EMWREP members.

**EXHIBIT B
BUDGET**

SHARED WATER RESOURCE EDUCATION PROGRAM ANNUAL BUDGET

Staff Support and Overhead Expenses	Materials	Total
\$232,000	\$15,000	\$247,000

MEMBERSHIP STRUCTURE AND FUNDING CONTRIBUTIONS

	Partner	2025 Contribution	
Watershed Management Organizations	Browns Creek Watershed District	\$24,500	
	Carnelian-Marine-St. Croix Watershed District	\$16,000	
	Chisago Lakes Improvement District	\$8,000	
	Comfort Lake – Forest Lake Watershed District	\$24,500	
	Middle St. Croix Watershed Management Organization	\$8,000	
	Ramsey-Washington Metro Watershed District	\$16,000	
	Rice Creek Watershed District	\$24,500	
	South Washington Watershed District	\$32,000	
	Valley Branch Watershed District	\$24,500	
	Counties	Chisago County	\$8,000
Isanti County		\$1,600	
Washington County		\$16,300	
Soil & Water Conservation Districts	Chisago Soil and Water Conservation District	\$8,000	
	Isanti Soil and Water Conservation District	\$1,600	
Cities & Townships	City of Afton	\$900	
	City of Bayport	\$900	
	City of Cottage Grove	\$3,500	
	City of Dellwood	\$900	
	City of Forest Lake	\$3,500	
	City of Grant	\$900	
	City of Hugo	\$3,500	
	City of Lake Elmo	\$3,500	
	City of Newport	\$900	
	City of Oak Park Heights	\$900	
	City of Oakdale	\$3,500	
	City of St. Paul Park	\$900	
	City of Stillwater	\$3,500	
	City of Willernie	\$900	
	City of Woodbury	\$3,500	
	City of Wyoming	\$900	
	West Lakeland Township	\$900	
	TOTAL		\$247,000

City Council Report for September 2024

To: Kim Points City Clerk

From: Jack Kramer Building & Code Enforcement Official

City Code Violations:

1. Richard & Nancy Lornston 9700-103rd. St. N. Violation of City Code Section 12-91, Section 12-23 Storage Standards, Section 32-332 Noise Control, Section 32-245 Allowed Uses, Section 12-260 Structure and Sewer Setbacks and Section 12-261 Shoreland Alterations.

a. The City received a formal complaint regarding the operation of an illegal business, burning of illegal materials, Storage of an illegal sized trailer, Noise from the operation of the business, and violation of impervious surface regulations.

I sent a letter dated July 9, 2024 regarding the violations and met with the property owners to discuss. I sent another letter dated July 17th, 2024 with a follow-up letter of the meeting.

Browns Creek Watershed District is also involved with the violations noted on the property.

2. David & Angela Johnson -DCI Specialty Contracting 9945 Justen Trail N. Violation of City Code Section 32-245.

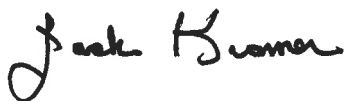
a. Mr. Johnson is operating a business in a residential district without an approved CUP.

I sent a letter dated September 8, 2024 regarding the violation.

Building Permit Activity:

1.30 (Thirty) building permits have been issued for a total valuation of \$ 2,701,969.80.

Respectfully submitted,



Jack Kramer

Building & Code Enforcement Official

2024-176	Furnace & Heat Pump	Hiber	6390 Jamaica Ave. N.	8/19/2024	N/A	\$	80.00
2024-177	Mini-Split -Heating Sys.	Devetter	8481 Lake Elmo Ave. N.	8/19/2024	N/A	\$	80.00
2024-178	Plumbong New Home	Hilgert	7255 Lone Oak Trail N.	8/19/2024	N/A	\$	80.00
2024-179	Windows	Kappes	11390 Manning Trail N.	8/20/2024	\$	21,190.00	349.25
2024-180	Plumbibg Remodel	Denney	8133 Jody Ave. N.	8/20/2024	N/A	\$	80.00
2024-181	Garage Heater	Denney	8133 Jody Ave. N.	8/20/2024	N/A	\$	80.00
2024-182	Mini-Split -Heating Sys.	Goodchild	11885 Dellwood Rd. N.	8/21/2024	N/A	\$	80.00
2024-183	Re-Roof	Enester	7043 Joycelyn Rd. N.	8/22/2024	\$	11,100.00	209.25
2024-184	Re-Roof	Denney	8133 Jody Ave. N.	8/23/2024	\$	15,000.00	251.25
2024-185	Air Conditioner	Gusick	9080 Justen Trail N.	8/26/2024	N/A	\$	80.00
2024-186	Furnace & Air Cond..	Archambault	8931- Itaska Ave. N.	8/26/2024	N/A	\$	80.00
2024-187	Re-Roof	Adams	8260 Imperial Ave. N.	8/28/2024	\$	32,000.00	462.45
2024-188	Furnace	Dressen	19750 Dellwood Rd. N.	8/30/2024	N/A	\$	80.00
2024-189	Garage Heater	Clarkson	10659-83rd. St. N.	9/3/2024	N/A	\$	80.00
2024-190	Pole Bldg	Jansen	9650 Dellwood Ave. N.	9/3/2024	\$	32,000.00	462.45
2024-191	Decks	Johnsten	11433 Ironwood Ave. N.	9/4/2024	\$	30,000.00	442.25
2024-192	Air Conditioner	Wick	8920 Itaska Ave. N.	9/4/2024	N/A	\$	80.00
2024-193	Re-Siding	Adams	8260 Imperial Ct. N.	9/6/2024	N/A	\$	401.85
2024-194	Windows	Koch	10218-67th. Lane N.	9/6/2024	\$	19,145.00	321.25
2024-195	Windows	David	7033 Jocelyn Rd. Rd.N.	9/6/2024	\$	13,675.00	237.25
2024-196	Pemodeling	Pfeiffer	10140 Jody Ave. N.	9/9/2024	\$	253,135.00	1,856.15
2024-197	Gas Fireplace	Johnson	10055 - 67th. Lane N.	9/11/2024	N/A	\$	80.00
2024-198	Re-Roof	Gangnon	10850-62nd St. N.	9/11/2024	\$	11,600.00	209.25
2024-199	Water Heater	Millbrandt	11111 Ironwood Ave. Ave.	9/12/2024	N/A	\$	80.00
2024-200	Remodel	Domin	11635 Grenetele Ave. N.	9/12/2024	\$	250,000.00	1,833.75
2024-201	Windows	Xiong	9020-60th. St. N.	9/18/2024	\$	3,828.00	97.25
2024-202	House \$ Garage	Wick	7765-105th. St. N.	9/18/2024	\$	450,000.00	2,953.75
2024-203	Re- Roof	Warian	8580 Jocelyn Rd. N.	9/19/2024	\$	29,396.80	442.25
2024-204	Windows	Mouchet	10660 - 60th. St. N.	9/20/2024	\$	9,900.00	181.25
2024-205	House ^ Garage	Karr	7300 Lone Oak Trail	9/20/2024	\$	1,520,000.00	5,608.75
Monthly total						\$	17,359.65