

**City of Grant
City Council Agenda
October 1, 2013**

The regular monthly meeting of the Grant City Council will be called to order at 7:00 o'clock p.m. on Tuesday, October 1, 2013, in the Grant Town Hall, 8380 Kimbro Ave. for the purpose of conducting the business hereafter listed, and all accepted additions thereto.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF REGULAR AGENDA**
4. **APPROVAL OF CONSENT AGENDA**
 - A. September 3, 2013 City Council Meeting Minutes
 - B. Bill List, \$47,744.98
 - C. Envirotech, Dust Control, \$22,604.22
 - D. City of Mahtomedi, 3rd Quarter Fire Contract, \$29,601.75
 - E. Denial of Charter Commission Donation
5. **CONCEPT PLAN REVIEW, 7373 120TH STREET, SEASONAL BUSINESS, JULIE VARNEY**
6. **STAFF AGENDA ITEMS**
 - A. City Engineer, Phil Olson
 - i. Jocelyn Lane Culvert Replacement, Accept Bid and Order Work
 - B. City Planner, Jennifer Haskamp
(No action items)
 - C. City Attorney, Nick Vivian
(No action items)
7. **NEW BUSINESS**
 - A. Resolution No. 2013-18, Investment Policy, City Treasurer, Sharon Schwarze
 - B. Resolution No. 2013-23, Jasmine Bond Payoff, City Treasurer, Sharon Schwarze
 - C. Stillwater Fire Contract, Mayor Carr
8. **UNFINISHED BUSINESS**
9. **DISCUSSION ITEMS**
 - A. City Council Reports (any updates from Council)
 - B. Staff Reports
10. **COMMUNITY CALENDAR OCTOBER 2 THROUGH OCTOBER 31, 2013:**

Mahtomedi Public Schools Board Meeting, Thursday, October 10, 2013, Mahtomedi District Education Center, 7:00 p.m.

Stillwater Public Schools Board Meeting, Thursday, October 10th and 24th, 2013, Stillwater City Hall, 7:00 p.m.

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

11. CLOSED SESSION FOR THE PURPOSE OF CONFERRING WITH LEGAL COUNSEL AS PERMITTED BY THE ATTORNEY-CLIENT PRIVILEGE PURSUANT TO MINN. STAT. 13D.05 SUBD.3 (d) ON THE FOLLOWING LEGAL MATTERS:

Sederstrom v. Carr, Huber and Lobin in their capacity as City Council Members

12. ADJOURNMENT

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 three (3) minutes. 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. _____

I. GUIDELINES FOR CONDUCT AT GRANT CITY MEETINGS

1. Public input (agenda item) and public comment during agenda items will be addressed as time allows and individuals must be recognized by the Meeting Chair prior to making comments.
2. Any individual addressing the Council will approach the microphone and clearly state their name and full address.
3. Comments and reading of written statements shall be limited to two (3) minutes. You are encouraged not to be repetitious of comments made by any previous speakers.

4. No personal attacks are allowed during any public input, public comment or public hearings.
-

II. PUBLIC INPUT

Will be held after the meeting is adjourned. Four (4) speakers limited to three (3) minutes each.

III. PUBLIC COMMENT – DURING AGENDA ITEMS

Citizens may share their comments or concern on a specific agenda item if called upon by the City Council. This is the portion of the Council meeting that citizens may comment on an individual agenda item if called on to do so. All comments must be addressed to the Mayor and Council and name and full address must be stated clearly. If the agenda item has had a public hearing, this will not be a continuation of that hearing.

CITY OF GRANT
MINUTES

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DATE : September 3, 2013
TIME STARTED : 7:03 p.m.
TIME ENDED : 8:50 p.m.
MEMBERS PRESENT : Councilmember Bohnen, Tronrud, Huber, Lobin and Mayor Carr
MEMBERS ABSENT : None

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

CALL TO ORDER

Mayor Carr called the meeting to order at 7:03 p.m.

PLEDGE OF ALLEGIANCE

SETTING THE AGENDA

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

CONSENT AGENDA

August 6, 2013 City Council Meeting Minutes	Approved
Bill List, \$42,144.27	Approved
Ready Watt Electric, Emergency Siren, \$18,966.25	Approved

Council Member Bohnen moved to approve the Consent Agenda, as presented. Council Member Lobin seconded the motion. Motion carried unanimously.

PUBLIC INPUT

There were no public input items.

STAFF AGENDA ITEMS

City Engineer, Phil Olson

1 **MS4 Permit Requirements** - City Engineer Olson advised the 2006 Municipal Separate Storm
2 Sewer System (MS4) permit expired on May 31, 2011 and was reissued by the Minnesota Pollution
3 Control Agency (MPCA) on August 1, 2013. The MPCA is requesting that Grant submit their Part II
4 application for permit reauthorization by December 30, 2013. The reissued permit includes new
5 requirements (through revisions to the existing SWPPP), which must be implemented after receiving
6 permit coverage (anticipated in early 2015). Please see the attached memo outlining the work needed
7 for the MS4 Part II application for permit reauthorization. WSB is requesting authorization to
8 complete this work on an hourly basis at a cost not to exceed \$8,500.

9
10 Concurrent with the new permit application and MPCA review, Grant is required by the MPCA to
11 maintain their existing MS4 permit. Since the city may not actually receive permit coverage until
12 early 2015, the city should also plan to budget for costs associated with reapplication of their existing
13 MS4 permit. WSB is requesting authorization to complete this work on an hourly basis at a cost not
14 to exceed \$1,400.

15
16 Following approval of the new permit by the MPCA, Grant will be required to complete additional
17 tasks to implement the permit. WSB can assist with these items but until the tasks are defined by the
18 MPCA, we are unable to provide a scope for the work. For budgeting purposes, this additional work
19 could be required in 2014.

20
21 Mayor Carr asked if the additional \$8500 would be for this year's budget or next year.

22
23 City Engineer Olson advised some of those dollars would come from the 2013 budget and some
24 would be in the 2014 budget. Billing can be held until next year.

25
26 Council Member Huber asked if there were any modifications that could be done relating to the
27 mandate.

28
29 City Engineer Olson advised the City of Grant does meet the classification of an MS4 City so there
30 are no modifications available.

31
32 **Mayor Carr moved to authorize additional expenditures for the MS4 permitting requirements,**
33 **as presented. Council Member Lobin seconded the motion. Motion carried unanimously.**

34
35 **City Planner, Jennifer Haskamp – No action items.**

36
37 **City Attorney, Nick Vivian**

38
39 **Harmony Horse Farm** – City Attorney Vivian provided an update on the Harmony Horse Farm issue
40 noting the property owner has agreed to not use the subject barns for residential or public purposes in
41 violation of the City's Code of Ordinances.

42
43 **Charter Commission Expenditures, Room Deposit and Video Technician Services** – City
44 Attorney Vivian provided the background noting the Council directed him to draft an opinion

1 regarding its authority to reimburse the Charter Commission for certain expenses including rent and
2 the tapings of meetings. A copy of that opinion was distributed to the Council.

3
4 City Attorney Vivian advised the City may only reimburse the Commission for legitimate expenses.
5 There is no statutory authority for the Charter Commission's expenditure of funds on rent or the
6 tapings of meetings. Accordingly, the City Council may not reimburse the Commission for such
7 expenses.

8
9 Mr. Paul Rogoshesky, 11365 Grenelefe, came forward and stated the Charter Commission passed a
10 resolution to ask the City Council for a deposit for a meeting room. The Commission would also like
11 the City's permission to broadcast meetings if the meetings are taped. Therefore, the Commission
12 would like a deposit and permission to rebroadcast meetings if there is no expense to the City. He
13 stated he believes the meetings are important to residents. The Council may authorize additional
14 Commission expenses as it deems necessary.

15
16 Mayor Carr asked for clarification regarding the authorization of expenses other than the noted
17 statutory expenses.

18
19 Mr. Rogoshesky stated if the Commission exceeds the \$1500.00 limit; the Council has the authority
20 to go over that if the expenses are deemed necessary. The Council is not bound by the statute.

21
22 City Attorney Vivian stated it is his opinion and the opinion of the League of Minnesota Cities that
23 the only expenses that can be authorized by the Council are for the draft charter and expenses relating
24 to printing the Charter. The provision in the statute relates back to expenses authorized by the
25 legislature. The City cannot authorize dollars for a room deposit. There is no authority for the City to
26 take \$100 out of general funds for this purpose. He stated he does not recommend approval of this.
27 The Commission has no authority to accept donations either. The Council can accept a donation then
28 reimburse the Commission. The concern is that the Charter Commission is an independent body,
29 separate from the City.

30
31 **Council Member Bohnen moved to authorize the rebroadcast of Charter Commission meetings**
32 **on Channel 16 if there is no conflict with the City meetings. Council Member Huber seconded**
33 **the motion.**

34
35 **Council Member Huber added a friendly amendment to include that all broadcasting is from**
36 **the Cable commission itself and not the City office. Council Member Bohnen agreed to the**
37 **friendly amendment.**

38
39 **Motion carried unanimously.**

40
41 City Attorney Vivian advised there would have to be a resolution prepared and approved at the next
42 meeting to accept a donation for the room deposit.

43
44 Council directed staff to prepare a resolution for the October meeting.

45

1 City Attorney Vivian noted if Mr. Engelhart would like to make the donation, a statement of that
2 donation and its purpose must be included.

3

4 **NEW BUSINESS**

5

6 **Civility at City Council Meetings, Council Member Lobin** - Council Member Lobin read a
7 statement regarding behavior and lack of respect at City Council meetings. She noted that in her
8 opinion, behavior at the last Council meeting was very disrespectful.

9

10 Mr. Loren Sederstrom came forward and stated everything that is on his show comes from City
11 Council meetings. He reports exactly what is in the video tape and meeting minutes.

12

13 Mr. Larry Lanoux came forward and thanked Mr. Sedestrom for taking the time to put his show on.
14 He stated the show rebutted the Mayor and what he said. Everyone moved to Grant for a lifestyle and
15 in the meeting minutes it states the Mayor is going to count horses. Freedom of speech and the right
16 to assemble has been taken away from citizens. The Charter Commission should be able to meet at
17 Town Hall.

18

19 Council Member Bohnen stated there has been a break down of respect in the room. He asked how
20 the courtesy and respect can be improved.

21

22 Mr. Lanoux stated he will continue to protect property rights. The citizens feel like they are not being
23 heard or respected. All of the Council Members need to work harder at that.

24

25 **Public Comment Revision, Council Member Huber** – Council Member Huber stated he is
26 proposing the elimination of the agenda item request form. He stated he does want to hear from
27 people. The camera seems to attract some residents. Other communities that have had some respect
28 issues have modified their public comment that respects the integrity of public comment. The First
29 Amendment says you can express yourself without punitive action. He proposed the following new
30 policy for public comment:

31

- 32 1) Public comment at the end of the meeting
- 33 2) Four people with three minutes each
- 34 3) Twelve minutes total
- 35 4) No trading of public speakers time
- 36 5) Mayor retains authority to maintain order and recognize speakers
- 37 6) No cameras

38

39 Council Member Huber added that the City did try to utilize a form and it did not work. He stated he
40 was not in favor the form as it is a hurdle for citizens.

41

42 Council Member Tronrud stated he looks forward to hearing from residents and likes the idea of not
43 having it on camera.

44

1 City Attorney Vivan stated the most important thing is efficient meetings and the meetings are held in
2 a safe enviroment for everyone. The record of the meeting is the meeting minutes and meeting tape.
3 Notes could be taken and the cameras turned off.

4
5 Mayor Carr stated as a general rule, it is a bad idea to include rebuttals during public comment.

6
7 Council Member Bohnen stated it is insulting to charge citizens for a meeting DVD and they only get
8 a partial meeting, although he understands the point of grand standing. He suggested the actual
9 playback be sensed but not the recording.

10
11 Council Member Huber stated using City resources so people can grand stand and view themselves is
12 not beneficial. He stated he wants people at Council meetings to tell the Council what is going on in
13 the City and what their issues are. Public comment is not for entertainment.

14
15 City Attorney Vivian stated sensoring the meeting is not appropriate. The meeting should be
16 adjourned and then have an informal public comment period.

17
18 Council Member Bohnen stated that is a good way to do it and it could be called a work session.

19
20 Council Member Huber stated he does not want a work session. He is not here for people that do not
21 like him and provide a meeting for them to tell him that. He stated he is talking about public
22 comment and citizen issues that should be brought to the Council. He stated he would like to adjourn
23 the meeting then have public comment.

24
25 Council Member Tronrud stated he thinks is is a good idea not to sensor and agreed public comment
26 should not be part of the meeting or recording.

27
28 Mayor Carr stated he is fine with making another change to public comment. It is unfair that citizens
29 have to wait until the end of a meeting but some abused public comment. The Council has the option
30 of reading a short comment into the records of the meeting.

31
32 Council Member Bohnen noted he does not agree with not having public comment on the agenda at
33 all.

34
35 **Resolution No. 2013 – 20, 2013 Revised Budget, City Treasurer Schwarze –** City Treasurer
36 Schwarze a revised budget in the amount of \$1,228,187 should be adopted by the City Council.

37
38 **Mayor Carr moved to adopt Resolution No. 2013-20, as presented. Council Member Bohnen**
39 **seconded the motion. Motion carried unanimously.**

40
41 **Resolution No. 2013-21, 2014 Preliminary Budget, City Treasurer Schwarze –** City Treasurer
42 Schwarze advised Resolution No. 2013-21 establishes the preliminary 2014 budget in the amount of
43 \$1,250,568.

1 **Mayor Carr moved to adopt Resolution No. 2013-21, as presented. Council Member Huber**
2 **seconded the motion. Motion carried unanimously.**

3
4 **Resolution No. 2013-22, 2014 Preliminary Levy Certification, City Treasurer Schwarze – City**
5 **Treasurer advised Resolution No. 2013-22 establishes the preliminary levy certification in the amount**
6 **of \$994,202.**

7
8 **Mayor Carr moved to adopt Resolution No. 2013-22, as presented. Council Member Bohnen**
9 **seconded the motion. Motion carried unanimously.**

10
11 **Met Council Liaison Appointment, Mayor Carr – Mayor Carr advised former Council Member**
12 **Scott Fogelson was the Met Council liaison. He asked if Council Member Tronrud would take that**
13 **appointment.**

14
15 Council Member Huber informed Council Member Tronrud that the pressing issue with the Met
16 Council at this time are water issues. He asked he keep an eye on that.

17
18 **Mayor Carr moved to appoint Council Member Tronrud as the Met Council liaison. Council**
19 **Member Huber seconded the motion. Motion carried unanimously.**

20
21 **Tax Forfeited Property in Grant, City Treasurer Schwarze – City Treasurer Schwarze referred to**
22 **the tax forfeited property outlined in the Council packet and recommended the City does not request a**
23 **conveyance.**

24
25 **Mayor Carr moved to forfeit the property, as outlined. Council Member Huber seconded the**
26 **motion. Motion carried unanimously.**

27
28 **UNFINISHED BUSINESS**

29
30 There was no unfinished business.

31
32 **DISCUSSION ITEMS**

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34 **City Council Reports:**

35
36 Council Member Huber noted newsletter articles are needed within two weeks. He requested photos
37 from the GRP tractor parade, an article from Council Member Tronrud, siren article and a roads
38 update. He advised dollars from the Cable Commission are available but have to be used strictly for
39 the purpose of improving the meeting broadcast.

40
41 **2013 City Council Goals – There was no discussion regarding 2013 City Council goals.**

42
43 **Staff Updates – Administrator/Clerk Points advised the window replacement project at Town Hall**
44 **has been completed and some work on the ventilation equipment in the basement should be**
45 **completed.**

1 City Attorney Vivian provided an update on the Axdahl subdivision.
2

3 **COMMUNITY CALENDAR SEPTEMBER 4 THROUGH SEPTMBER 30, 2013:**
4

5 **GRP Tractor Parade, Satuday, September 7, 2013, Gausthaus, 11:30 a.m.**

6 **Mahtomedi Public Schools Board Meeting, Thursday, September 12, 2013, Mahtomedi District
7 Education Center, 7:00 p.m.**

8 **Stillwater Public Schools Board Meeting, Thursday, Septmber 12th and 26th, 2013, Stillwater
9 City Hall, 7:00 p.m.**

10 **Washington County Commissioners Meeting, Tuesdays, Government Center, 9:00 a.m.**
11

12 **ADJOURN**
13

14 **There being no further business, Council Member Huber moved to adjourn at 8:50 p.m.
15 Council Member Bohnen seconded the motion. Motion carried unanimously.**
16

17
18 These minutes were considered and approved at the regular Council Meeting October 1, 2013.
19
20
21

22
23 _____
24 Kim Points, Administrator/Clerk
25

Tom Carr, Mayor

Disbursements List

City of Grant

Date range: 09/01/2013 to 09/24/2013

Vendor	Date	Check #	Total	Description	Void	Account #	Detail
Payroll Period Ending 09/23/2013	09/23/2013	12165	\$3,171.64		No	100-41101-100	\$3,171.64
Kline Bros Excavating	09/24/2013	12166	\$8,025.00	Road Maintenance	No	100-43101-300	\$4,162.50
						100-43108-300	\$405.00
						100-43126-300	\$1,057.50
						100-43127-300	\$2,400.00
Croix Valley Inspector	09/24/2013	12167	\$5,434.96	Building Inspector	No	100-42004-300	\$5,434.96
KEJ Enterprises	09/24/2013	12168	\$427.50	Snow Removal/Sand Salt	No	100-43110-300	\$315.00
						100-43114-300	\$112.50
McCullough and Sons Well Drilling	09/24/2013	12169	\$825.00	Town Hall Pump	No	100-43003-220	\$825.00
WSB & Associates	09/24/2013	12198	\$545.50	Engineering	No	100-41203-300	\$275.50
						100-43128-300	\$270.00
Dennis Heuer	09/24/2013	12199	\$241.03	Ballfield Maintenance/Mowing/Tax Jul-Aug	No		
Smith Appraisal Service	09/24/2013	12200	\$1,810.83	Monthly Assessment Services	No	100-43006-300	\$96.41
Envirotech Services	09/24/2013	12201	\$22,604.22	Dust Control	No	100-43009-300	\$144.62
Xcel Energy	09/24/2013	12202	\$1,176.98	Siren Extension	No	100-41208-300	\$1,810.83
Washington County Sheriff	09/24/2013	12203	\$208.65	9/3 Council Meeting Security	No	100-42007-380	\$22,604.22
CenturyLink	09/24/2013	12204	\$169.02	City Phone	No	100-42001-300	\$1,176.98
Hisdahl Inc.	09/24/2013	12205	\$14.57	Name Plate	No	100-41309-321	\$208.65
AirFresh Industries	09/24/2013	12206	\$133.91	PortaPot#15259	No	100-41306-210	\$169.02
Waste Management	09/24/2013	12207	\$4,347.38	Recycling	No	100-43007-210	\$14.57
Washington County Public Works	09/24/2013	12208	\$70.17	Street Lights 06/2013	No	100-43011-384	\$133.91
City of Willemie	09/24/2013	12209	\$2,924.47	Office Rent/Jan-June 2013	No	100-43117-381	\$4,347.38
Ken Ronnan	09/24/2013	12210	\$50.00	Video Services	No	100-41316-210	\$70.17
CliftonLarsonAllen	09/24/2013	12211	\$2,575.00	Inv#704118	No	100-41318-300	\$2,924.47
League of Minnesota Cities	09/24/2013	12212	\$4,045.00	Dues	No	100-41201-301	\$50.00
						100-41304-300	\$2,575.00
							\$4,045.00

Disbursements List

City of Grant

Vendor	Date	Check #	Total	Description	Void	Account #	Detail
City of Mahtomedi	09/24/2013	12213	\$29,601.75	3rd Quarter Fire Contract	No	100-42002-300	\$29,601.75
Robert Engelhart	09/24/2013	12214	\$100.00	Charter Commission Donation Refund	No	100-41306-810	\$100.00
Sprint	09/24/2013	12215	\$35.00	City Cell Phone	No	100-43116-321	\$35.00
Xcel Energy	09/24/2013	12216	\$137.50	Utilities	No	100-43004-381 100-43010-381 100-43117-381	\$76.98 \$11.69 \$48.83
Hillcrest	09/24/2013	12217	\$251.04	Unclaimed	No	100-42006-300	\$251.04
Apollo	09/24/2013	12218	\$89.00	Service Call	No	100-43002-300	\$89.00
Eckberg Lammers	09/24/2013	12219	\$5,838.67	Legal Services	No	100-41204-300 100-41205-300 100-41206-300 857-49310-300	\$2,205.00 \$1,999.50 \$1,544.17 \$90.00
Crown Castle	09/24/2013	12220	\$352.00	Escrow Refund	No	860-49310-810	\$352.00
Overland Contracting	09/24/2013	12221	\$2,821.00	Escrow Refund	No	861-49310-810	\$2,821.00
PERA	09/24/2013	12222	\$584.95	PERA	No	100-41102-120 100-41113-100	\$270.81 \$314.14
Dave Schroeder	09/24/2013	12223	\$293.80	Road Count Mileage May-Sep2013	No	100-43116-331	\$293.80
IRS	09/24/2013	EFT40	\$1,045.41	Payroll Taxes June	No	100-41103-100 100-41107-100 100-41110-100 100-41112-100	\$331.48 \$382.45 \$268.65 \$62.83
Total For Selected Checks							\$99,950.95



PO Box 5512 • Denver, CO 80217
 Inquiries: 800.369.3878 • Fax: 970.346.3959

Collective Invoice

ORIGINAL

Invoice Date 07/18/2013
 Invoice Number CD201317495
 Customer Number 13555

Customer Address
 City of Grant
 111 Wildwood Road
 Box 577
 Willernie MN 55090

Due Date
 08/02/2013
 Terms of Payment
 15 Days Net

Order Number E5273	Your Reference Steve	Customer City of Grant
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Purchase Order Number

Verbal

DO #	Pos	Part No	Taxabl	Sales	Quantity	Unit	Sale	Unit	Price	Disc.	%	Discount	Net
Receipt Ref:		Description		Price	Quantity	Unit				Tax	%	Amount	USD
277402	1	1010-APP			2,338.00	gal	0.8550			0%		0.00	1,998.99
5633		Calcium Chloride 38% - Applied			2,338.00	gal				%			
277403	1	1010-APP			4,400.00	gal	0.8550			0%		0.00	3,762.00
5639		Calcium Chloride 38% - Applied			4,400.00	gal				%			

Order Sub Total Amount 5,760.99

Order Total Exclusive Tax 5,760.99

Tax 0.00

Order Total 5,760.99

Sub Total Amount 5,760.99

Total Excluiye Tax 5,760.99

Total Tax 0.00

Invoice Amount to Pay 5,760.99

Invoice No: CD201317495
 Due Date: 08/02/2013
 Total Invoice: 5,760.99

Past due invoices accrue finance charges at 1.5% per month



PO Box 5512 • Denver, CO 80217
 Inquiries: 800.369.3878 • Fax: 970.346.3959

Collective Invoice

ORIGINAL

Invoice Date 08/29/2013
 Invoice Number CD201319469
 Customer Number 13555

Customer Address
 City of Grant
 111 Wildwood Road
 Box 577
 Willernie MN 55090

Due Date
 09/13/2013
 Terms of Payment
 15 Days Net

Order Number E5273	Your Reference Steve	Customer City of Grant
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Purchase Order Number

Verbal

DO #	Pos	Part No	Taxabl	Sales	Quantity	Unit	Sale	Unit	Price	Disc.	%	Discount	Net	Amount
Receipt Ref:	Description		Price	Quantity	Unit					Tax %		Amount		USD
276047 5966	1	1010-APP Calcium Chloride 38% - Applied		4,298.00	gal		0.8800			0%		0.00		3,782.24
281763 281763	1	1010-APP Calcium Chloride 38% - Applied		2,418.00	gal		0.8550			0%		0.00		2,067.39
281764 5968	1	1010-APP Calcium Chloride 38% - Applied		4,502.00	gal		0.8550			0%		0.00		3,849.21
281765 5969	1	1010-APP Calcium Chloride 38% - Applied		4,155.00	gal		0.8550			0%		0.00		3,552.53
281766 5970	1	1010-APP Calcium Chloride 38% - Applied		4,201.00	gal		0.8550			0%		0.00		3,591.86

Order Sub Total Amount 16,843.23

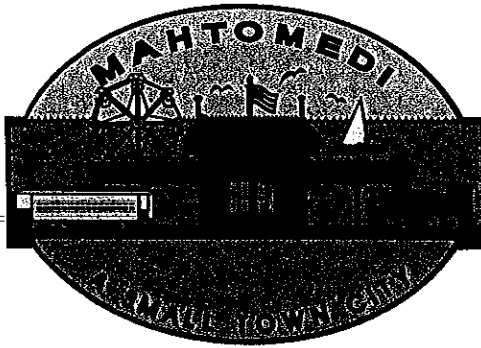
Order Total Exclusive Tax 16,843.23

Tax 0.00

Order Total 16,843.23

Invoice No: CD201319469
 Due Date: 09/13/2013
 Total Invoice: 16,843.23

Past due invoices accrue finance charges at 1.5% per month



December 19, 2012

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

Dear Kim,

Please remit a check in the amount of \$29,601.75 for the 3rd quarter fire contract. Please pay October 1, 2013.

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

Thank you,

A handwritten signature in cursive script that reads 'Jerene Rogers'. The signature is written in black ink and is positioned above the typed name.

Jerene Rogers
Account Clerk

ECKBERG LAMMERS

MEMORANDUM

To: Honorable Mayor and City Council
From: Nicholas J. Vivian, City Council
Date: September 23, 2013
Re: Charter Commission Donation

At the City Council's September meeting, the Council discussed its authority to accept a donation on behalf of the Charter Commission. The discussion took place as part of a broad conversation regarding the Charter Commission's authority for paying for meeting space at the Mahtomedi City Hall. It was concluded that if the City receives a donation with the specific condition that the donation be used to support the Charter Commission, the City Council, by a 4/5th majority, may accept the donation and use it for its specified purpose. This conclusion was reached in part, based upon an opinion received from the League of Minnesota Cities.

Subsequent to the September meeting, in consultation with the City Treasurer, who has been in contact with the City Auditor, it was recommended that the donation not be accepted by the City Council. Because the Charter Commission has no independent authority to contract for meeting space, and no independent authority to accept donations, the City Council's acceptance of such donation on the Charter Commission's behalf is not advisable. For the City Council to accept funds on behalf of the Charter Commission and agree to spend it for a purpose otherwise not available to the Charter Commission may be problematic from an audit standpoint.

Accordingly, based upon the Treasurer and Auditor's concerns, it is recommended the City Council not to accept any donation on behalf of the Charter Commission. The matter will be on the Council's October agenda for final determination.

With regard to the deposit required for the Charter Commission to meet at the Mahtomedi City Hall, if an individual chooses to post a deposit on behalf of the Commission so it can meet at City Hall, the City of Grant will raise no objection. Because the funds represent a refundable deposit and not an actual expenditure, the City of Grant will take no position on the deposit. However, third parties are not permitted to pay actual expenses of the Charter Commission and the Charter Commission should not seek funding from third parties for future expenditures which are contrary to law.

September 15, 2023

Dear City of Grant,

Enclosed please find our Conditional Use Permit Application with an aerial picture of our farm.

We would like to use the permit to have weddings and receptions on our property. We have read the entire City Code of Ordinances to be followed. All of our vendors to be used will be licensed and bonded for everyone's protection.

All parking will be done on our property in our field behind the reception barn. Bathrooms will be supplied by a local vendor. Caterers (licensed) will be responsible for following all the required public health rules.

The barn dimensions are Upper barn is 42' x 92', lower barn is 42'x 92' and loft is 42'x17'. Total acres of the farm is 42.

Hours of operation will be Thursday – Sunday; 8am-11pm. Most of the business will be done Friday-Sunday when the receptions are held. All other hours would be deliveries and showings of the property. This is a seasonal business to be from May 1st – November 1st.

We had a friend get married this past month with 225 guests and it went fabulous!

I can be reached at 612-282-2723 with any questions.

Look forward to hearing from you.

Sincerely,

Scott Jordan





Memorandum

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

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

Date: *September 23, 2013*

Re: *Jocelyn Lane Culvert Replacement Quotes*

In July, the City Council authorized staff to request quotes from contractors for the Jocelyn Lane Culvert replacement project. This project includes the replacement of a shallow and a deep storm sewer line at a creek crossing on Jocelyn Lane. This project was initiated by a road settlement on the west side of the roadway near 7130 Jocelyn Lane.

The source of the road settlement appears to be caused by weathering/settlement in the catch basin and shallow storm sewer pipe or damage to the deeper pipe. At a minimum, the bottom of the deeper pipe appears to have rusted out at each end and the pipe is full of sediment.

A plan and specification were completed for the replacement of both storm sewer lines. Permits are required from the Valley Branch Watershed District (VBWD) and the Department of Natural Resources (DNR). To date, the city has received a permit from the VBWD and it is anticipated that the DNR permit will be received in the next few days.

Quotes were requested from Miller Excavating, Inc., T.A. Schifsky and Sons, Inc., Raleigh Trucking, and Bells Trucking. Two submittals were received and the costs are listed below. Quotes are attached along with the project plans and specifications.

Miller Excavating, Inc.....	\$40,160
T.A. Schifsky and Sons, Inc.....	\$61,755

No quotes were received from Raleigh Trucking and Bell's Trucking, Inc. Both contractors mentioned that they were too busy at this time to complete the project.

Action: Discussion. If desired, award contract to Miller Excavating, Inc.

DIVISION 1

GENERAL REQUIREMENTS

1010 – SUMMARY OF WORK..... 1

1014 – WORK SEQUENCE..... 1

1015 – PROJECT STORAGE AREA..... 1

1400 – QUALITY CONTROL 1

1401 – CODES AND STANDARDS 1

1402 – “OR EQUAL” CLAUS 2

1507 – UTILITY PROPERTY AND SERVICE 2

1515 – CONSTRUCTION WATER 2

1516 – TEMPORARY SANITARY FACILITIES 2

1517 – SOIL CONDITIONS 2

1533 – TRAFFIC CONTROL 2

1547 – PROTECT EXISTING PAVEMENTS..... 2

1548 – PROTECT EXISTING SURFACE IMPROVEMENTS 3

1550 – ACCESS ROADS..... 3

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1740 – WARRANTY..... 4

PROTECTION OF THE PUBLIC 4

1903 – COMPENSATION FOR INCREASED OR DECREASED QUANTITIES 4

CONSTRUCTION LIMITS..... 4

PERMITS 4

DIVISION 1

GENERAL REQUIREMENTS

1010 – SUMMARY OF WORK

The work is to be done under this Contract shall include the furnishing of all labor, materials, tools, and equipment necessary to complete the street reconstruction, culvert replacement, and appurtenant work as shown on the plans and as specified herein.

The Owner is the City of Grant. All work will be completed within property under control of the Owner in public right of way.

1014 – WORK SEQUENCE

The Contractor shall perform his work in such a manner as to cause the least interference with adjoining property owners and the general public.

The Contractor shall start work within seven (7) days of the notice to proceed.

The project must be completed, including restoration, by October 15, 2013, unless specifically directed by the Engineer.

1015 – PROJECT STORAGE AREA

The Contractor shall be responsible for identifying and providing a project storage area, if needed. The area shall be cleaned up and fully restored to the pre-existing condition prior to closing out this project. The clean up and restoration of the project storage area shall be the Contractor's responsibility, no compensation will be made for this work.

1400 – QUALITY CONTROL

Any person representing federal or state agencies, the Engineer, or Owner shall have the right-of-entry to inspect the work being performed by the Contractor. If the case warrants, the Contractor shall provide proper facilities for such access and inspection.

The Contractor shall notify the resident observer anytime he anticipates working on this project. No work will be allowed without notifying the observer a minimum of twenty-four (24) hours beforehand.

Testing of materials and/or densities will be paid for by the Owner. Any retesting due to failures shall be at the expense of the Contractor.

1401 – CODES AND STANDARDS

Reference to codes and standards established by federal, state, and local agencies, or the professional and trade societies and associations shall be to the latest edition.

When conflicting information is given, the most restrictive shall apply. Any questions of intent will be determined by the Engineer upon written request by the Contractor.

1402 – “OR EQUAL” CLAUSE

Whenever a material or article required is shown on the Plans or in the Specifications by using the name of a product or of a particular manufacturer, it is to be understood that other products or materials, which will adequately perform the required function may be considered equal and satisfactory in the Engineer's opinion. A comparable product shall not be purchased or installed without the Engineer's approval.

1507 – UTILITY PROPERTY AND SERVICE

All bidders are expected and assume the responsibility to contact the affected utilities prior to submitting the bid to determine the extent of their facilities within the project area and the scope and anticipated schedule of the facility relocation, removal, or adjustment.

The Contractor may not make claims for costs or damages due to alleged delays or disruption, and releases the Owner from any such claims for the failure of any private utility with facilities affected by the project to promptly relocate, remove, or adjust such facilities.

1515 – CONSTRUCTION WATER

Water for new construction purposes is the responsibility of the Contractor.

1516 – TEMPORARY SANITARY FACILITIES

The Contractor, at his own expense, shall provide and maintain temporary toilet facilities at the site during the construction period.

1517 – SOIL CONDITIONS

The Contractor is advised to determine, to his own satisfaction, the exact soils and ground water conditions prior to submitting his bid.

1533 – TRAFFIC CONTROL

The Contractor shall furnish, erect and maintain warning lights and barricades as required to adequately warn and protect the public from hazardous protrusions, materials, excavations, etc., resulting directly or indirectly from the construction. These signs, barricades and flashers shall conform to the standards illustrated in the Mn/DOT Manual on Uniform Traffic Control Devices and the Temporary Traffic Control Zone Layout Field Manual.

The Contractor shall maintain access at all times to properties affected by construction.

Traffic control shall be measured and paid for as a single lump sum item for all labor, materials, and equipment required to control traffic flow through the project area as specified. Payment will be based on the percentage complete as determined by the Engineer.

1547 – PROTECT EXISTING PAVEMENTS

The City of Grant intends to protect the existing pavement on all streets adjacent to the construction work. The Contractor shall provide and use only rubber-tired dozers, front-end loaders, and other necessary equipment on all work where street pavements or portions of pavements are undisturbed for the protection of the pavements or in such locations as the Engineer may direct.

No compensation will be made to the Contractor for replacement of damaged inplace utilities and existing pavements caused by the Contractor.

1548 – PROTECT EXISTING SURFACE IMPROVEMENTS

It shall be the Contractor's responsibility to protect, and/or remove and reinstall all fences, irrigation systems, mailboxes, and other items required to construct the proposed improvements.

Mail service must be maintained during the project. At completion of the project, all mailboxes whether moved for construction or not, shall be reset adjacent to the new roadway in accordance with the local Postmaster's requirements.

The work associated with protecting, and/or removing and reinstalling all fences, street signs, mailboxes, lawn irrigation systems, and other items shall be considered incidental to the project unless specific bid items are provided.

1550 – ACCESS ROADS

The Contractor shall maintain access to all areas for residents and commercial traffic, and emergency vehicles at all times.

1560 – WORKING HOURS

Working hours will be from 7:00 a.m. to 7:00 p.m., Monday through Friday. Requests for expansion of working hours must be approved by the Engineer. The Contractor shall submit all requests to the Engineer. The Contractor shall structure the proposed project schedule based on the stated working hours.

1561 – NOISE CONTROL

The Contractor shall comply with local and state ordinances on noise abatement. All equipment shall have effective mufflers on engine exhaust systems.

1562 – DUST CONTROL

The Contractor shall be responsible for dust control. Dust control will be considered incidental to project cost.

1710 – CLEANUP

During the progress of the work, the area affected shall be kept clean and free of all rubbish and surplus materials. All unneeded construction equipment shall be removed from the site and all damage repaired so that the public and adjacent property owners are inconvenienced as little as possible.

Where materials or debris have washed or flowed into or have been placed in water courses, ditches, gutters, drains, catch basins, or elsewhere as a result of the Contractor's operations, such material or debris shall be removed and satisfactorily disposed of during progress of work. All ditches, channels, drains, etc. shall be kept in a clean and neat condition. Street sweeping adjacent areas affected by construction will be required periodically by Engineer.

On or before the completion of work, the Contractor shall, unless otherwise directed in writing, remove all temporary works, tools and machinery or other construction equipment placed by him. He shall remove all rubbish from any grounds which he has occupied and shall leave all of the premises and adjacent property affected by the operation in a neat and restored condition satisfactory to the Engineer. Cleanup is incidental to the project cost.

1740 – WARRANTY

The Contractor for this work shall guarantee and maintain the stability of all his work, equipment and materials for a period of two (2) years from date of final payment.

PROTECTION OF THE PUBLIC

The Contractor shall provide any barricades, fences or other means of protection necessary to properly execute the work and adequately protect his employees, employees of the Owner, employees of the Engineer, and members of the public according to federal, state, and local regulators.

All labor and materials necessary to comply with these provisions are incidental, and no payment shall be made.

1903 – COMPENSATION FOR INCREASED OR DECREASED QUANTITIES

It should be noted that there will be no adjustment in unit price for increased or decreased quantities. In addition, the City of Grant reserves the right to reduce certain quantities or delete certain items from each section of the bids as the City sees fit. There will be no additional compensation due to remobilization of equipment as necessary to complete punch list items or other items not completed by the Contractor. There will be no additional compensation due to restocking charges for materials not used on the project.

CONSTRUCTION LIMITS

The Contractor shall confine his operations to the roadway right of way.

PERMITS

The Owner will obtain the following permits for the project:

Valley Branch Watershed District (VBWD)
Department of Natural Resources (DNR)

The Contractor is required to follow all rules and regulations of these permits. The City currently has the VBWD permit. It is anticipated that the City will receive the DNR permit by September 23, 2013.

DIVISION 2

SPECIAL PROVISIONS

2104 – REMOVALS	1
2360 – PLANT MIXED ASPHALT PAVEMENT	1
2357 – BITUMINOUS TACK COAT	1
2506 – MANHOLES AND CATCH BASINS	2
2563 – TRAFFIC CONTROL	2
2573 – TEMPORARY EROSION CONTROL	2
2575 – TURF ESTABLISHMENT	2

DIVISION 2

SPECIAL PROVISIONS

This work shall be done in accordance with the Minnesota Department of Transportation's "Standard Specifications for Construction" (referenced "Mn/DOT") 2005 edition, Special Provisions, and any amendments thereto, including the Mn/DOT Specification 02360 – Plant Mixed Asphalt Pavement. The numbering system used herein corresponds to the numbering systems used in the above-named specifications with the exception that a "0" has been added preceding the five-digit number.

Mn/DOT Specifications including amendments are binding unless noted herein. The Mn/DOT Specifications are not included in this Project Manual and it is the Contractor's responsibility to obtain a copy for bidding and construction purposes. **The Mn/DOT 02360 Specification can be downloaded from Mn/DOT's website at http://www.dot.state.mn.us/materials/bituminousdocs/Specifications/2011/2360-2011_Final%202-4-2011.pdf**

2104 – REMOVALS

2104.1 – DESCRIPTION

Remove Storm Sewer Pipe: Removal of storm sewer pipe shall include pipe, bends, and aprons currently existing. Removals shall be done according to the Plan or as Directed by the Engineer.

2104.9 – BASIS OF PAYMENT

Payment shall be made on a linear foot basis of pipe removed.

2360 – PLANT MIXED ASPHALT PAVEMENT (2350 BID ITEMS)

2360.1 – DESCRIPTION

The provisions for Mn/DOT Specification 2360/2350 combined (Gyratory/Marshall Design) are modified as follows:

- A. The designation numbers for the bituminous mixtures on this project shall be as shown on the plans.

2360.7 – THICKNESS AND SMOOTHNESS REQUIREMENTS

- C. Pavement Smoothness

The requirements of 2399.2D3 Straightedge Elevation shall apply. No incentive for smoothness will be offered as part of this Contract.

2360.9 – BASIS OF PAYMENT

Payments for paving incentives will not apply. Paying disincentives will apply.

2357 – BITUMINOUS TACK COAT

2357.9 – BASIS OF PAYMENT

Tack Coat: Payment of bituminous materials for tack coat will be on the actual volume used, converted from application temperature to sixty degrees Fahrenheit (60° F) at the unit price bid per gallon. Payment shall include sweeping and cleaning of all debris and dirt from the road surface as incidental to placement

of the tack coat.

2506 – MANHOLES AND CATCH BASINS

2506.9 – BASIS OF PAYMENT

36" Pipe Apron: Payment shall be paid at the unit price on the Quote Form for each apron installed.

Construct Drainage Structure Design Special 1: The work consists of installing a 2x3 catch basin. Payment shall be paid at the unit price on the Quote Form for each structure installed, including compensation for installation of salvaged casting.

Construct Drainage Structure Design 60-4020: Payment shall be paid at the unit price on the Quote Form for each structure installed, including compensation for installation of salvaged casting.

2563 – TRAFFIC CONTROL

2563.1 – DESCRIPTION

The Contractor is required to provide traffic control for the project area. The Contractor is required to provide access to Jocelyn Lane. If at any time during construction the Contractor deems it necessary to close access, the Contractor must provide notification signs on Jocelyn Lane.

2573 – TEMPORARY EROSION CONTROL

2573.1 – DESCRIPTION

The Contractor is required to comply with NPDES regulations in order to prevent erodible materials from leaving the site.

2573.3 – CONSTRUCTION REQUIREMENTS

All items shall be furnished and installed in accordance with project plans, and/or where directed by the Engineer. If the Contractor believes additional or alternative erosion control measures are necessary, the Contractor shall immediately inform the Engineer. The Contractor shall be responsible for the maintenance of all temporary erosion and sediment control measures. If the Contractor fails to maintain/repair temporary erosion control devices, the Engineer reserves the right under this contract to hire the work done and deduct the costs from the amount due to the Contractor.

Flotation Silt Curtain is to be installed as directed by the Engineer.

2575 – TURF ESTABLISHMENT

2575.1 – DESCRIPTION

This item includes establishment of areas disturbed due to roadway construction, grading, and other disturbed areas. Seed shall be placed along boulevards and slopes as specified by the Engineer.

2575.3 – CONSTRUCTION REQUIREMENTS

General: All areas disturbed by construction shall have four inches (4") of topsoil placed. The Contractor is required to import topsoil as necessary to provide for a minimum depth of four inches (4"). Topsoil shall be of a consistency acceptable to the Engineer.

Seeding (Incl Seed, Topsoil, Fert, Mulch, Disc Anchor): The contractor shall use Seed Mix Type 240 applied at 75 lbs/acre. This bid item shall include providing 4 inches of topsoil in all areas that require seeding. In addition, fertilizer and mulch shall be applied to all seeded areas. Fertilizer shall be 23-0-23 and shall be applied at 200 lbs/acre. Mulch shall be type 1 and applied at 2 tons/acre.

2575.9 – BASIS OF PAYMENT

Seed: Payment shall be on a unit basis per acre including four inches (4") of topsoil, mulch, fertilizer, disc anchoring, and seed mixture.

Proposer:	
Address:	Telephone No.:
City, State, Zip:	Fax No.:

QUOTE FORM
JOCELYN LANE CULVERT REPLACEMENT
~~CITY OF GRANT~~
WASHINGTON COUNTY, MINNESOTA
WSB PROJECT NO. 01936-340

No.	Mat. No.	Item	Units	Quantity	Unit Price	Total Price
1	2021.501	MOBILIZATION	L. SUM	1	\$ _____	\$ _____
2	2101.511	CLEAR AND GRUB SITE	L. SUM	1	\$ _____	\$ _____
3	2104.501	REMOVE STORM SEWER PIPE	LIN FT	130	\$ _____	\$ _____
4	2104.501	REMOVE CONCRETE CURB & GUTTER	LIN FT	80	\$ _____	\$ _____
5	2104.503	REMOVE BITUMINOUS PAVEMENT	SQ. YD	100	\$ _____	\$ _____
6	2104.509	REMOVE EXISTING DRAINAGE STRUCTURE	EACH	2	\$ _____	\$ _____
7	2104.523	SALVAGE CASTING	EACH	2	\$ _____	\$ _____
8	2211.501	AGGREGATE BASE - CLASS 5	TON	40	\$ _____	\$ _____
9	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	7	\$ _____	\$ _____
10	2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)	TON	12	\$ _____	\$ _____
11	2360.502	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (2,B)	TON	15	\$ _____	\$ _____
12	2501.515	36" RC PIPE APRON	EACH	2	\$ _____	\$ _____
13	2503.511	15" RC PIPE SEWER CLASS V	LIN FT	24	\$ _____	\$ _____
14	2503.511	36" RC PIPE SEWER CLASS IV	LIN FT	79	\$ _____	\$ _____
15	2503.601	BYPASS PUMPING	L. SUM	1	\$ _____	\$ _____
16	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 1	EACH	1	\$ _____	\$ _____
18	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	EACH	1	\$ _____	\$ _____
19	2531.501	CONCRETE CURB & GUTTER - TYPE B618	LIN FT	80	\$ _____	\$ _____
20	2563.601	TRAFFIC CONTROL	L. SUM	1	\$ _____	\$ _____
21	2573.502	SILT FENCE, TYPE HEAVY DUTY	LIN FT	250	\$ _____	\$ _____
22	2573.505	FLOTATION SILT CURTAIN TYPE WORK AREA	LIN FT	20	\$ _____	\$ _____
23	2575.523	EROSION CONTROL BLANKET CATEGORY 3	SQ. YD	50	\$ _____	\$ _____
24	2575.604	SEED MIX TYPE 240 (INCL. TOPSOIL, MULCH, FERTILIZER, AND DISK ANCHORING)	ACRE	0.5	\$ _____	\$ _____
TOTAL IMPROVEMENTS					\$ _____	\$ _____

Proposer: T.A. SCHIFSKY & SONS INC.		Telephone No.: 651 777 1313
Address: 2370 HWY 36 E.		Fax No.: 651 777 7843
City, State, Zip: N. St. Paul, MN 55109		

QUOTE FORM

PHIL OLSON

JOCELYN LANE CULVERT REPLACEMENT
CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA
WSB PROJECT NO. 01936-340

T.A. Schifsky & Sons, Inc.
2370 Hwy 36 E.
North St. Paul, MN 55109
Ph: 651 777-1313
Fax: 651 777-7843

No.	Mat. No.	Item	Units	Quantity	Unit Price	Total Price
1	2021.501	MOBILIZATION	L. SUM	1	\$6600. ⁰⁰	\$6600.00
2	2101.511	CLEAR AND GRUB SITE	L. SUM	1	\$ 3800.00	\$ 3800.00
3	2104.501	REMOVE STORM SEWER PIPE	LIN FT	130	\$ 8. ⁰⁰	\$ 1040.00
4	2104.501	REMOVE CONCRETE CURB & GUTTER	LIN FT	80	\$ 8. ⁰⁰	\$ 640.00
5	2104.503	REMOVE BITUMINOUS PAVEMENT	SQ. YD	100	\$ 10.00	\$ 1000.00
6	2104.509	REMOVE EXISTING DRAINAGE STRUCTURE	EACH	2	\$ 675. ⁰⁰	\$ 1350.00
7	2104.523	SALVAGE CASTING	EACH	2	\$ 110.00	\$ 220.00
8	2211.501	AGGREGATE BASE - CLASS 5	TON	40	\$ 30. ⁰⁰	\$ 1200.00
9	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	7	\$ 5. ⁰⁰	\$ 35.00
10	2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)	TON	12	\$ 140. ⁰⁰	\$ 1680.00
11	2360.502	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (2,B)	TON	15	\$ 140. ⁰⁰	\$ 2100.00
12	2501.515	36" RC PIPE APRON	EACH	2	\$ 4800.00	\$ 9600.00
13	2503.511	15" RC PIPE SEWER CLASS V	LIN FT	24	\$ 80.00	\$ 1920.00
14	2503.511	36" RC PIPE SEWER CLASS IV	LIN FT	79	\$ 100.00	\$ 7900.00
15	2503.601	BYPASS PUMPING	L. SUM	1	\$ 5000.00	\$ 5000.00
16	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 1	EACH	1	\$ 3400.00	\$ 3400.00
18	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	EACH	1	\$ 6100.00	\$ 6100.00
19	2531.501	CONCRETE CURB & GUTTER - TYPE B618	LIN FT	80	\$ 40.00	\$ 3200.00
20	2563.601	TRAFFIC CONTROL	L. SUM	1	\$ 2100.00	\$ 2100.00
21	2573.502	SILT FENCE, TYPE HEAVY DUTY	LIN FT	250	\$ 2.00	\$ 500.00
22	2573.505	FLOTATION SILT CURTAIN TYPE WORK AREA	LIN FT	20	\$ 21.00	\$ 420.00
23	2575.523	EROSION CONTROL BLANKET CATEGORY 3	SQ. YD	50	\$ 4.00	\$ 200.00
24	2575.604	SEED MIX TYPE 240 (INCL. TOPSOIL, MULCH, FERTILIZER, AND DISK ANCHORING)	ACRE	0.5	\$ 3500.00	\$ 1750.00
TOTAL IMPROVEMENTS						\$61,755.00

Rob Stang

Proposer: <u>MILLER EXCAVATING, INC.</u>	Telephone No.: <u>651-439-1637</u>
Address: <u>3636 STAGECOACH TR. N.</u>	Fax No.: <u>651-351-7210</u>
City, State, Zip: <u>STILLWATER, MN 55082</u>	

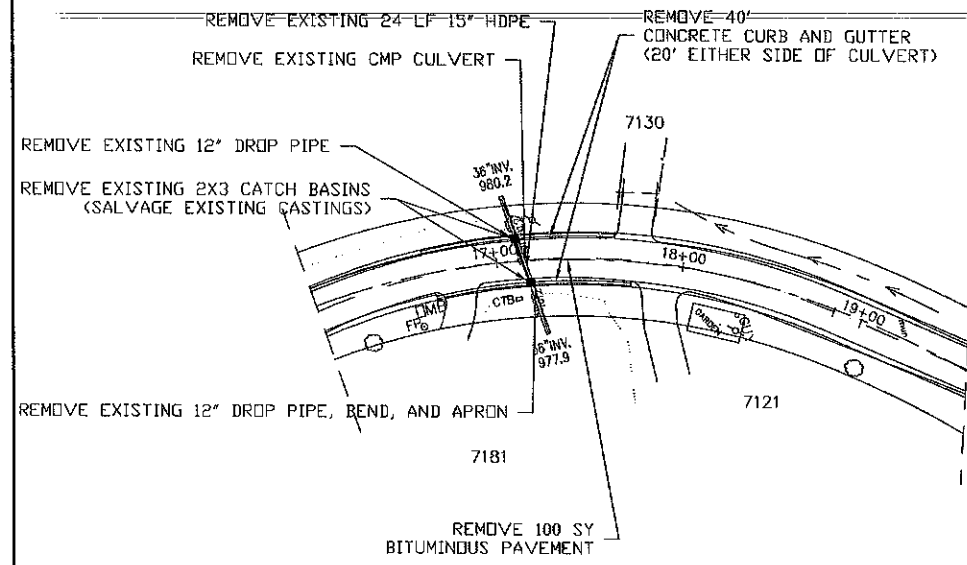
QUOTE FORM

JOCELYN LANE CULVERT REPLACEMENT
CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA
WSB PROJECT NO. 01936-340

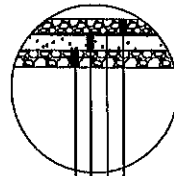
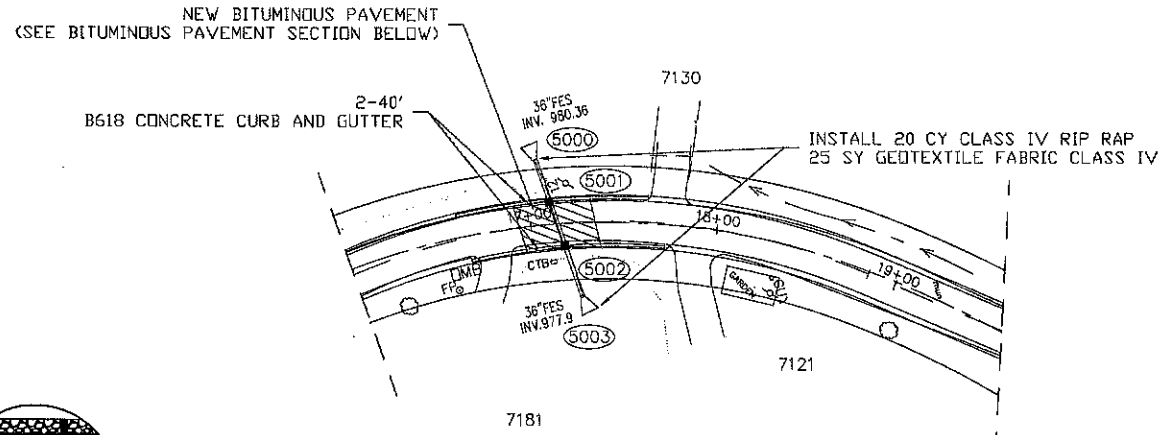
No.	Mat. No.	Item	Units	Quantity	Unit Price	Total Price
1	2021.501	MOBILIZATION	L. SUM	1	\$ <u>1700</u>	\$ <u>1700</u>
2	2101.511	CLEAR AND GRUB SITE	L. SUM	1	\$ <u>3000</u>	\$ <u>3000</u>
3	2104.501	REMOVE STORM SEWER PIPE	LIN FT	130	\$ <u>10</u>	\$ <u>1300</u>
4	2104.501	REMOVE CONCRETE CURB & GUTTER	LIN FT	80	\$ <u>5</u>	\$ <u>400</u>
5	2104.503	REMOVE BITUMINOUS PAVEMENT	SQ. YD	100	\$ <u>2</u>	\$ <u>200</u>
6	2104.509	REMOVE EXISTING DRAINAGE STRUCTURE	EACH	2	\$ <u>400</u>	\$ <u>800</u>
7	2104.523	SALVAGE CASTING	EACH	2	\$ <u>200</u>	\$ <u>400</u>
8	2211.501	AGGREGATE BASE - CLASS 5	TON	40	\$ <u>20</u>	\$ <u>800</u>
9	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	7	\$ <u>10</u>	\$ <u>70</u>
10	2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)	TON	12	\$ <u>100</u>	\$ <u>1200</u>
11	2360.502	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (2,B)	TON	15	\$ <u>100</u>	\$ <u>1500</u>
12	2501.515	36" RC PIPE APRON	EACH	2	\$ <u>1500</u>	\$ <u>3000</u>
13	2503.511	15" RC PIPE SEWER CLASS V	LIN FT	24	\$ <u>30</u>	\$ <u>720</u>
14	2503.511	36" RC PIPE SEWER CLASS IV	LIN FT	79	\$ <u>80</u>	\$ <u>6320</u>
15	2503.601	BYPASS PUMPING	L. SUM	1	\$ <u>4000</u>	\$ <u>4000</u>
16	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 1	EACH	1	\$ <u>1500</u>	\$ <u>1500</u>
18	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	EACH	1	\$ <u>6000</u>	\$ <u>6000</u>
19	2531.501	CONCRETE CURB & GUTTER - TYPE B618	LIN FT	80	\$ <u>20</u>	\$ <u>1600</u>
20	2563.601	TRAFFIC CONTROL	L. SUM	1	\$ <u>1000</u>	\$ <u>1000</u>
21	2573.502	SILT FENCE, TYPE HEAVY DUTY	LIN FT	250	\$ <u>3</u>	\$ <u>750</u>
22	2573.505	FLOTATION SILT CURTAIN TYPE WORK AREA	LIN FT	20	\$ <u>20</u>	\$ <u>400</u>
23	2575.523	EROSION CONTROL BLANKET CATEGORY 3	SQ. YD	50	\$ <u>20</u>	\$ <u>1000</u>
24	2575.604	SEED MIX TYPE 240 (INCL. TOPSOIL, MULCH, FERTILIZER, AND DISK ANCHORING)	ACRE	0.5	\$ <u>5000</u>	\$ <u>2500</u>
TOTAL IMPROVEMENTS					\$ <u>49,160</u>	\$ <u>49,160</u>

JOCELYN LANE NORTH

REMOVALS



IMPROVEMENTS

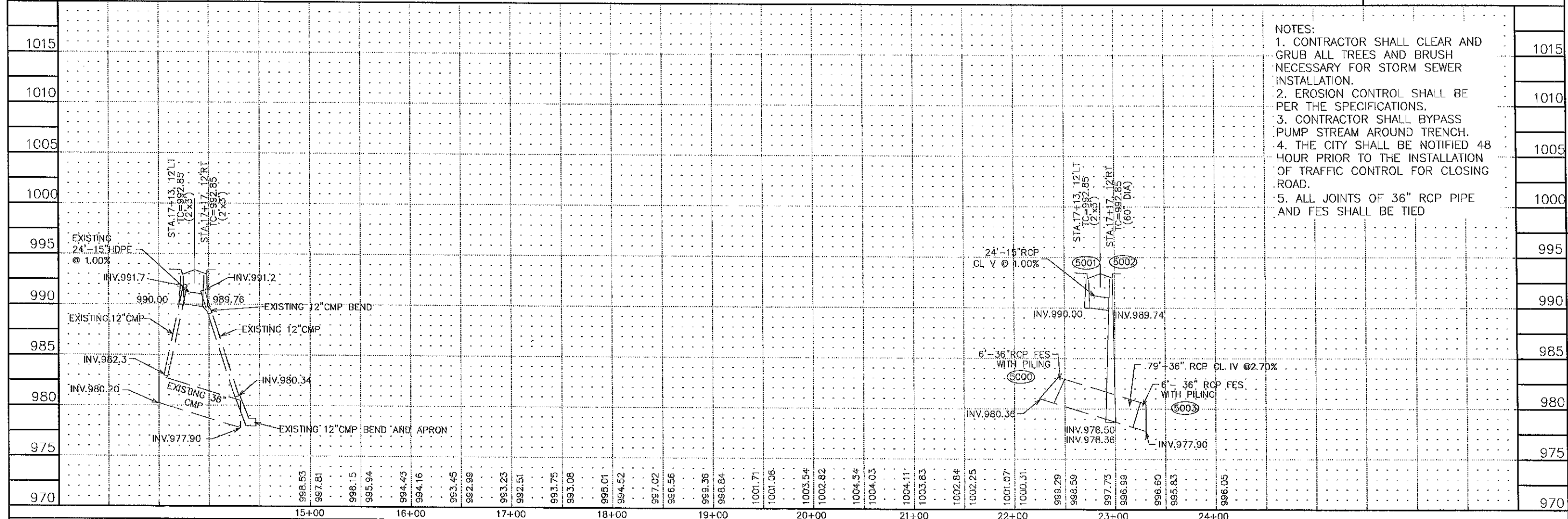


- 1.5" TYPE SP 12.5 WEAR COURSE MIX (2,B) (SPWEB240B)
- 2357 BITUMINOUS TACK COAT
- 2.0" TYPE SP 12.5 NONWEAR COURSE MIX (2,B) (SPNWB230B)
- 6" CLASS 5 AGGREGATE BASE

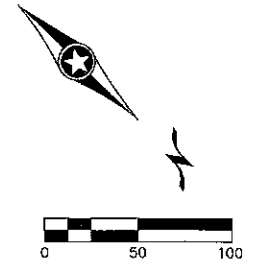
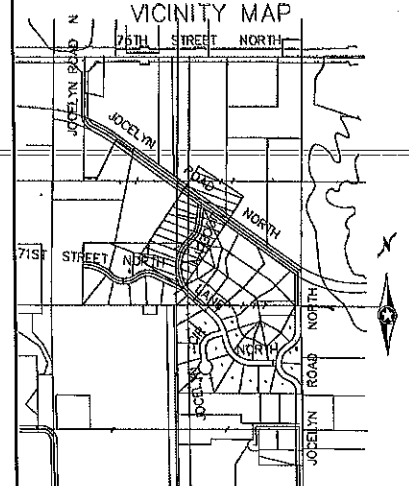
BITUMINOUS STREET SECTION

BENCH MARK ELEV 984.11
SPIKE IN PP NORTHWEST QUADRANT
JOCELYN ROAD AND JOCELYN LANE

BENCH MARK ELEV 1007.84
SPIKE IN PP SOUTHWEST QUADRANT
JOCELYN ROAD AND CR. 12



- NOTES:
- CONTRACTOR SHALL CLEAR AND GRUB ALL TREES AND BRUSH NECESSARY FOR STORM SEWER INSTALLATION.
 - EROSION CONTROL SHALL BE PER THE SPECIFICATIONS.
 - CONTRACTOR SHALL BYPASS PUMP STREAM AROUND TRENCH.
 - THE CITY SHALL BE NOTIFIED 48 HOUR PRIOR TO THE INSTALLATION OF TRAFFIC CONTROL FOR CLOSING ROAD.
 - ALL JOINTS OF 36" RCP PIPE AND FES SHALL BE TIED



DATE: 07/03/2013

PROJECT NO: 13-30-34

DESIGNER: PHILIP C. OLSON, P.E.

SCALE: AS SHOWN

PLANNED BY: PHILIP C. OLSON, P.E.

CHECKED BY: PHILIP C. OLSON, P.E.

RECORD COPY BY: PHILIP C. OLSON, P.E.

DATE: 07/03/2013

RES. NO: 47999

JOCELYN LANE
CULVERT REPLACEMENT

GRANT, MINNESOTA

701 Xenia Avenue South, Suite 300
Minneapolis, MN 55416
Tel: (763) 841-4800 • Fax: (763) 841-1700
web@wb.com

WSB
Associates, P.C.

engineering • planning • environmental • construction

K:\01936-340\Cad\Plan\Grant - Jocelyn Lane Culvert Replacement.dwg, 9/9/2013 2:46:02 PM, Adobe PDF

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2013-18**

RESOLUTION ESTABLISHING THE CITY OF GRANT INVESTMENT POLICY

WHEREAS, the City of Grant wishes to formalize the investment policy which shall be operated in conformance with federal, state, and other legal requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA, that it hereby adopts the following policy:

INVESTMENT POLICY

Scope:

The City of Grant wishes to pool and consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective balances, except Jasmine Avenue Improvements Fund and other funds created in the future that are held solely for security of a bond in the Debt Service Fund but are not part of the Debt Service Fund, and in accordance with generally accepted accounting principles.

This policy does not apply to employee retirement funds.

General Objectives

At all times, investments of the City shall be in accordance with Minnesota Statutes Chapter 118A and amendments thereto. The primary objectives of the City's investment activities shall be in the following order of priority:

A. Safety

Safety of principal is the foremost objective of the investment portfolio. Investments shall be undertaken in a manner that seeks to ensure the preservation of

capital in the overall portfolio. The objective will be to mitigate credit risk, interest rate risk, and custodial risk.

Credit Risk: Credit Risk is the risk of loss due to failure of the security issuer or backer. Thus, designated depositories shall have insurance through the FDIC (Federal Insurance) or the SIPC (Securities Investor Protection Corporation). To ensure safety, it is the policy of the City that when considering an investment, all depositories under consideration be cross-checked against existing investments to make certain that funds in excess of insurance limits are not made in the same institution unless collateralized as outlined below. Furthermore, the City Council will approve all financial institutions, brokers, and advisers with which the City will do business.

Interest Rate Risk: Interest Rate Risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. The City will minimize Interest Rate Risk by structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.

Custodial Risk: The City will minimize deposit Custodial Risk, which is the risk of loss due to failure of the depository bank (or credit union), by obtaining collateral or bond for all uninsured amounts on deposit, and by obtaining necessary documentation to show compliance with state law and a perfected security interest under federal law.

B. Liquidity

The investment portfolio shall remain sufficiently liquid to meet projected disbursement requirements. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. Generally, investments shall have “laddered” maturities so that money becomes available on a regular schedule. Liquid funds will **allow the City to meet possible cash emergencies without being penalized on investments.**

C. Yield

The investment portfolio shall be designed to manage the funds to maximize returns consistent with items A and B above and within the requirements set forth in this Policy. Subject to the requirements of the above objectives, it is the policy of the City to offer financial institutions and companies within the City the opportunity to bid on investments; however, the City will seek the best investment yields.

Delegation of Authority

Responsibility for the investment program is hereby delegated from the City Council to the Investment Advisor. Authority to conduct actual investment transactions may be delegated to the Investment Advisor, who shall act in accordance with procedures as established with this

investment policy. The authorized individuals, when acting in accordance with this Policy and exercising due diligence, shall not be held responsible for losses, provided that the losses are reported immediately and that appropriate action is taken to control further losses.

Prudence

The standard of prudence to be used by investment officials shall be the “prudent investor”, and shall be applied in the context of managing the investments. All investment transactions shall be made in good faith with the degree of judgment and care, under the circumstances, that a person of prudence, discretion and intelligence would exercise in the management of their own affairs. This standard of prudence shall mean not for speculation, and with consideration of the probable safety of the capital as well as the probable investment return derived from assets.

Internal Controls

Internal controls are designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions. Before the City invests any surplus funds, competitive quotations shall be obtained. Verbal quotations shall be received from all brokers, along with a subsequent confirmation. Written quotations from local financial institutions shall be obtained via fax, email or other form of written documentation, with all of them receiving the exact same rate request. If a specific maturity date is required, either for cash flow purposes or for conformance to maturity guidelines, quotations will be requested for instruments that meet the maturity requirement. If no specific maturity is required, a yield analysis will be conducted to determine which maturities would be most advantageous. Quotations will be requested from financial institutions for various options with regard to term and investment type. The City will accept the quotation, which provides the highest rate of return within the maturity required and within the limits of this Policy.

The original investment statements from all institutions shall be sent directly to the City Offices. The Administrator/Clerk shall send copies to the Investment Advisor and Treasurer. The Investment Advisor shall be responsible for review of the statements to determine that the investments that he authorized have been made. The Treasurer shall balance the investment statements to the accounting books of the City and provide an initialed reconciliation for approval of the Administrator/Clerk. The original investment reports and reconciliations shall be retained in accordance with the Records Retention Policy.

The Administrator/Clerk will report periodically to the City Council on the total of all funds invested and the total interest received on all securities year to date. Providing copies of the latest investment reports shall satisfy this requirement.

Authorized Investments and Collateralization

All City investments and deposits shall be those allowable by Minnesota Statutes Chapter 118A and amendments thereto. In accordance with MN Statutes 118A, collateralization will be required on all demand deposit accounts, including checking, savings, and money market

accounts, and non-negotiable certificates of deposit in excess of federal deposit insurance.

~~State law defines the types of securities that a financial institution may pledge as collateral for public deposits. These securities include:~~

- United States Treasury Issues
- Issues of US Government Agencies and Instrumentalities
- Obligations of State and Local Governments
- Time Deposits (Certificates of Deposits fully insured by the federal deposit insurance company or federal agency).

Since the amount a public entity has on deposit will vary from time to time, the financial institution needs sufficient amounts of pledged collateral to cover 110% of the uninsured amount on deposit during peak deposit times.

Diversification

The City will attempt to diversify its investments according to type and maturity. The portfolio, as much as possible, will contain both short-term and long-term investments. The City will attempt to match its investments with anticipated cash flow requirements. Extended maturities may be utilized to take advantage of higher yields.

Conflict of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. For further details, please refer to the City's policies and ordinances.

Broker Representations

Municipalities must obtain from their brokers certain representations regarding future investments. Pursuant to Minnesota Statutes 118A, the City shall provide each broker with the City's investment policy, and the securities broker shall submit a certification annually to the City stating that the officer has reviewed the investment policies and objectives, as well as applicable state law, and agrees to disclose potential conflicts of interest or risk to public funds that might arise out of business transactions between the firm and the City. All financial institutions shall agree to undertake reasonable efforts to preclude imprudent transactions involving the City's funds.

The motion for adopting the foregoing resolution was acted upon by motion and seconded, and upon a vote being taken thereon, the following voted via voice:

Adopted this day of

Mayor Tom Carr
Council Member Bohnen

Council Member Lobin
Council Member Huber
Council Member Tronrud

Whereupon, said resolution was declared duly passed and adopted and signed by the Mayor and attested by the City Clerk, passed by the City Council, City of Grant, Washington County, Minnesota, on this 1st day of October, 2013.

Thomas Carr, Mayor

Kim Points, Administrator/Clerk

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2013-23**

**RESOLUTION THAT THE CITY, USING FIRST DEBT SERVICE FUNDS AND THEN
GENERAL FUND RESERVES, PREPAY THE G.O. IMPROVEMENT BONDS – 2008;
ALSO KNOWN AS THE JASMINE AVENUE BOND.**

WHEREAS, the City of Grant bonded debt for the purpose of allowing the residents assessed for the improvements on Jasmine Avenue to pay this assessment over a period of ten years; and

WHEREAS, the City of Grant bonded at a rate of 5.05% with a remaining balance of \$80,133.35 plus interest due; and

WHEREAS, the City of Grant has a Debt Service Fund balance of \$21,738 as of October 1, 2013; and

WHEREAS, the City of Grant has sufficient funds in the general reserve to self finance the remaining years of the Jasmine Avenue special assessments; and

WHEREAS, the City Council of the City of Grant wishes to maximize the return on investment of the all Funds;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA**, as follows:

First, pay the entire principal and interest due thereon, of the G. O. Improvement Bonds of 2008 as of November 15, 2013 using first, the Debt Service Fund balance and next, the remaining balance from the General Fund Reserves; and

Second, all outstanding special assessment payments due to the City in respect of the Jasmine Paving Project and the G.O. Bonds of 2008 and all previous special assessments due, including but not limited to the Irish Ave. Paving Project and Jamaca ROW, are transferred from the Debt Service Fund to the City of Grant General Fund as of November 15, 2013.

The motion for adopting the foregoing resolution was acted upon by motion and seconded, and upon a vote being taken thereon, the following voted via voice:

Mayor Tom Carr
Council Member Bohnen
Council Member Tronrud
Council Member Huber
Council Member Lobin

Whereupon, said resolution was declared duly passed and adopted and signed by the Mayor and attested by the City Clerk, passed by the City Council, City of Grant, Washington County, Minnesota, on this 3rd day of September, 2013.

Thomas Carr, Mayor

Attest:

Kim Points, Administrator/Clerk

12126

\$8,434.32

0009-388999AA2



INVOICE

Invoice Date: May 16, 2013

Invoice Number: 0009-388999AA2

Descriptions	Amount & Payment Options
<p>Muni Note 5VCKKB5; Street Improvement Project</p> <p>WFS CUSIP: 388999AA2 Contract: N003408</p> <p>Maturity Date: 2/1/2019 Issue Date: 11/25/2008 Payment Due Date: 8/1/2013 Billing Date: 5/16/2013</p> <p>Payment Number 9 of 20</p> <p>If you have questions about this Invoice, please call: (612) 667-7356</p>	<p>Total Amount Due: \$8,434.32</p> <p>Checks can be mailed with payment stub below to: Wells Fargo Securities, LLC NW-8210 PO Box 1450 Minneapolis, MN 55485-8210 Lease Accounting</p> <p>Wires can be sent to: Bank of New York ABA: 021000018 Account: GLA111569 WCF Account Name: Wells Fargo Securities Attn: Lease Accounting Ref: Contract # N003408</p>

Costs Funded \$130,000.00	Payment Rate 5.05%	20 Payments 2 per year 5.050% Rate	Level Payment \$8,434.32 Fctr=.064879	Closing Fees \$0.00	Average Life 5.89 years 70.7 months
		Commencement: Nov 25, 2008			
		Closing Date: Nov 25, 2008			

Pmt	Total Payment Due	Interest Payment Due	Principal Payment Due	After Payment Principal Balance	After Payment Termination Value	Payment Due Date
	\$0.00		\$0.00	\$130,000.00		Nov 25, 2008
1	\$8,434.32	\$4,486.08	\$3,948.23	\$126,051.77	\$126,051.77	Aug 1, 2009
2	\$8,434.32	\$3,182.81	\$5,251.51	\$120,800.26	\$120,800.26	Feb 1, 2010
3	\$8,434.32	\$3,050.21	\$5,384.11	\$115,416.15	\$115,416.15	Aug 1, 2010
4	\$8,434.32	\$2,914.26	\$5,520.06	\$109,896.09	\$109,896.09	Feb 1, 2011
5	\$8,434.32	\$2,774.88	\$5,659.44	\$104,236.65	\$104,236.65	Aug 1, 2011
6	\$8,434.32	\$2,631.98	\$5,802.34	\$98,434.31	\$98,434.31	Feb 1, 2012
7	\$8,434.32	\$2,485.47	\$5,948.85	\$92,485.46	\$92,485.46	Aug 1, 2012
8	\$8,434.32	\$2,335.26	\$6,099.06	\$86,386.41	\$86,386.41	Feb 1, 2013
9	\$8,434.32	\$2,181.26	\$6,253.06	\$80,133.35	\$80,133.35	Aug 1, 2013
10	\$8,434.32	\$2,023.37	\$6,410.95	\$73,722.40	\$73,722.40	Feb 1, 2014
11	\$8,434.32	\$1,861.49	\$6,572.82	\$67,149.57	\$67,149.58	Aug 1, 2014
12	\$8,434.32	\$1,695.53	\$6,738.79	\$60,410.79	\$60,410.79	Feb 1, 2015
13	\$8,434.32	\$1,525.37	\$6,908.94	\$53,501.84	\$53,501.84	Aug 1, 2015
14	\$8,434.32	\$1,350.92	\$7,083.39	\$46,418.45	\$46,418.45	Feb 1, 2016
15	\$8,434.32	\$1,172.07	\$7,262.25	\$39,156.20	\$39,156.20	Aug 1, 2016
16	\$8,434.32	\$988.69	\$7,445.62	\$31,710.58	\$31,710.58	Feb 1, 2017
17	\$8,434.32	\$800.69	\$7,633.62	\$24,076.95	\$24,076.95	Aug 1, 2017
18	\$8,434.32	\$607.94	\$7,826.37	\$16,250.58	\$16,250.58	Feb 1, 2018
19	\$8,434.32	\$410.33	\$8,023.99	\$8,226.59	\$8,226.59	Aug 1, 2018
20	\$8,434.32	\$207.72	\$8,226.59	\$0.00	\$0.00	Feb 1, 2019

Public Finance

Wells Fargo Brokerage Services, LLC

Mary Webster
Assistant Vice President
MAC: N9303-105
608 Second Avenue South; 10th Floor
Minneapolis, Minnesota 55479
800-835-2266 ext. 73110
Direct: 612-667-3110
Fax: 612-316-3309
mary.k.webster@wellsfargo.com

\$130,000.00
City of Grant, Washington County, Minnesota
Tax-Exempt General Obligation Improvement Bond
November 5, 2008

Borrower:	City of Grant, Washington County, Minnesota
Nominal Lender/Purchaser:	Wells Fargo Brokerage Services, LLC/Public Finance Division or its assignee(s)
Bond Counsel:	Fryberger, Buchanan, Smith & Frederick, P.A., Duluth, MN
Project:	Finance street improvements
Tentative Finance Amount:	\$130,000.00
Tentative Financing:	Tax-exempt, General Obligation Improvement Bond, to be privately placed via a limited offering to accredited investors.
Security:	General Obligation pledge of the City
Sample Closing Date:	November 25, 2008 (used for illustrative purposes)
Term:	10 years
Sample Payments:	20 semi-annual payments beginning August 1, 2009, please see attached payment schedules for further details.
Preliminary Interest Rate:	5.05% fixed for the Term.
Rate Adjustments:	The interest rate quoted is good for 30 days, then subject to adjustment according to current tax-exempt market conditions.
Prepayment:	Prepayable in full, not in part, on any payment date, without penalty.
Origination/servicing Fee:	Wells Fargo fee of \$2,250.00 to be paid in cash prior or at closing or the fee can be added to the amount borrowed.

Wells Fargo Public Finance (WFPF) bankers are registered representatives of Wells Fargo Brokerage Services, LLC, or Wells Fargo Institutional Securities, LLC, brokerage affiliates of Wells Fargo & Company and members of the FINRA and SIPC.

Investments: NOT FDIC insured • May lose value • No bank guarantee

Debt Service Reserve Fund: Not required.

Documentation and legal opinion: Borrower's responsibility. Proposed Bond counsel: Fryberger, Buchanan, Smith & Frederick, P.A., Duluth, MN. Estimated fee of \$2,500.00 to either be paid in cash or added to the amount borrowed.

Tax/Legal Status: This financing is subject to the Borrower being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended. Borrower agrees to cooperate with Lender in providing evidence as deemed necessary or desirable by Lender to substantiate Borrower's, and this transaction's, tax-exempt status. It is assumed that this transaction will be "bank qualified" under the \$10 million small issuer exemption as defined in the Tax Reform Act of 1986.

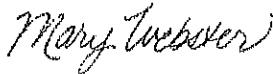
Trustee: Not required, Lender will service the loan.

Paying agent: Not required, Lender will service the loan.

Bond Rating/Insurance: Not required.

Thank you for the opportunity to provide this preliminary term sheet. There are numerous options available when structuring a financing and it is not practical to include all possible variations and options. Most of the features discussed are flexible and specific terms are negotiable. Please feel free to call me with any questions or needs.

Very truly yours,



Mary Webster
Assistant Vice President
Public Finance Department
WELLS FARGO BROKERAGE SERVICES, LLC

Attachments

mkw

cc: Lynn Cornwell, Wells Fargo Brokerage Services, LLC

Wells Fargo Public Finance (WFPF) bankers are registered representatives of Wells Fargo Brokerage Services, LLC, or Wells Fargo Institutional Securities, LLC, brokerage affiliates of Wells Fargo & Company and members of the FINRA and SIPC.

Investments: NOT FDIC insured • May lose value • No bank guarantee



August 21, 2013

Tom Carr
Mayor, City of Grant
P.O. Box 577
Willernie, MN 55090

Dear Mayor Carr:

The current Fire Protection Contract with the City of Stillwater expires on December 31, 2013. Enclosed is the new Fire Protection Contract covering January 1, 2014 through December 31, 2016.

As you may be aware, the constant struggle of all surrounding departments to staff and respond strictly with volunteer paid-on-call personnel is getting extremely difficult and expensive. Due to this reality, the City of Stillwater approved the hiring of two additional full-time firefighters to ensure minimum response staffing levels. The renewal of this contract reflects this addition and provides a more accurate view of the cost of fire services to all the communities involved.

Based on the proposed contract the City of Grant is paying \$58.83 per capita for fire protection. The national average per capita cost is \$104.00 and the state average per capita cost is \$68.61 for fire protection. The Stillwater Fire Department is proud to be serving the City of Grant and works extremely hard to provide the highest level most cost efficient services to your residents.

If the attached contract is agreeable to the City of Grant please sign both copies and return. Once the City of Stillwater receives the signed contract it will be processed and an original executed copy will be provided to you.

Thank you for your attention to this matter and please feel to contact me if you have questions.

Sincerely,

A handwritten signature in black ink that reads "Larry D. Hansen". The signature is written in a cursive style with a large, prominent initial "L".

Larry D. Hansen
City Administrator
(651) 430-8801

Cc: Stuart W. Glaser, Fire Chief

LH/swg

FIRE PROTECTION CONTRACT

~~THIS AGREEMENT, made this _____ day of _____, 2013, by and~~
between the City of Stillwater, a municipal corporation of Washington County, Minnesota,
hereinafter called "City" and the City of Grant, a governmental subdivision of the County of
Washington, Minnesota, hereinafter called "Grant."

WITNESSETH, that the City and Grant agree as follows:

ARTICLE I

The City agrees that from and after January 1, 2014, and until December 31, 2016, it will upon notification of the existence and location of any fire or rescue call in Grant and upon the request for assistance in the extinguishment, with reasonable dispatch, provide two units of motorized firefighting apparatus, one of which shall be a water transport or rescue unit, suitable for use in the protection of life and property against loss by fire or rescue emergency in rural areas each staffed by an operator capable of utilizing the apparatus and equipment in an efficient manner. Additional personnel and equipment shall be used where necessary and practicable, taking into consideration all of the demands being made upon the City Fire Department. The use of additional personnel of the City Fire Department shall be left to the sole discretion of the City Fire Chief, or duly authorized agent, whose judgment in any particular instance shall be final and conclusive.

ARTICLE II

Grant agrees to pay the City for the performance of this contract, for the period January 1, 2014 through December 31, 2014 the sum of One Hundred Five Thousand, Three Hundred Seventy-three and no/100th Dollars (\$105,373.00) payable one-half (1/2) by July 1, 2014 and the balance by December 31, 2014; for the period January 1, 2015 through December 31, 2015, the sum of One Hundred Eight Thousand, Five Hundred Thirty-three and no/100th Dollars (\$108,533.00) payable one-half (1/2) by July 1, 2015 and the balance by December 1, 2015; for the period January 1, 2016 through December 31, 2016, the sum of One Hundred Eleven Thousand, Seven Hundred Eighty-nine and no/100th Dollars (\$111,789.00) payable one-half (1/2) by July 1, 2016 and the balance by December 1, 2016.

ARTICLE III

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

ARTICLE IV

The City shall not be liable in damages for injuries to the person or property or its agents, officers and employees directly or indirectly resulting from the operation of the City equipment or from acts of omissions of City officers and employees or their agents, negligent or otherwise, while engaged in the performance of this contract.

FIRE PROTECTION CONTRACT

~~THIS AGREEMENT, made this _____ day of _____, 2013, by and~~
between the City of Stillwater, a municipal corporation of Washington County, Minnesota,
hereinafter called "City" and the City of Grant, a governmental subdivision of the County of
Washington, Minnesota, hereinafter called "Grant."

WITNESSETH, that the City and Grant agree as follows:

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FIRE CONTRACT CALCULATION-2014

EXHIBIT A . COST ALLOCATION

COMBINED AVERAGES	FIRE RUNS	ASSESSED VALUATION	ESTIMATED POPULATION	ESTIMATED HOUSEHOLDS	TOTAL	AVERAGE
			**** From Exhibit B ****			
Stillwater City	82.76%	66.87%	75.20%	76.78%	301.61%	75.39%
Grant City	4.24%	10.14%	7.37%	6.81%	28.56%	7.14%
May Township	3.97%	11.12%	7.31%	7.14%	29.54%	7.38%
Stillwater Township	9.02%	11.87%	10.14%	9.27%	40.30%	10.07%
Total	99.99%	100.00%	100.02%	100.00%	400.01%	99.98%

COST OF FIRE PROTECTION	ACTUAL COSTS 2012	NOTES
Operating Costs	\$1,327,436	Adjusted for Fire Relief
Depreciation	\$141,736	
Administration (.05% of Operations)	\$6,637	
Total	\$1,475,809	

COST ALLOCATION (1)	2014 Proposed Contract Amount	2013 Actual Contract Amount	\$ Increase (Decrease) (2)
Stillwater City	\$1,112,613		
Grant City	\$105,373	\$92,486	\$12,887
May Township	\$108,915	\$94,643	\$14,272
Stillwater Township	\$148,614	\$123,189	\$25,425
Total	\$1,475,515	\$310,318	\$52,584

(1) The cost allocation is derived by multiplying the total fire protection cost by each service area's combined five-year average.

(2) 2014 Proposed Contract Amounts as compared to 2013 Actual Contract Amounts

FIVE YEAR AVERAGE

EXHIBIT B - FIVE YEAR AVERAGES	% of Total	5 YEAR AVERAGE	2012	2011	2010	2009	2008
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SCHEDULE A. FIRE RUNS							
Stillwater City (1)	82.76%	1,229	1,395	1,125	1,272	1,154	1,198
Grant City	4.24%	63	94	57	62	58	42
May Township	3.97%	59	78	53	59	41	62
Stillwater Township (1)	9.02%	134	166	127	175	116	86
Total	99.99%	1,485	1,733	1,362	1,568	1,369	1,388

SCHEDULE B. TOTAL TAX CAPACITY (Amounts expressed in thousands)							
Stillwater City (1)	66.87%	\$23,138	\$20,927	\$22,439	\$23,716	\$24,359	\$24,249
Grant City (2)	10.14%	\$3,507	\$3,021	\$3,477	\$3,520	\$3,806	\$3,709
May Township (3)	11.12%	\$3,849	\$3,317	\$4,049	\$3,942	\$4,049	\$3,987
Stillwater Township (1)	11.87%	\$4,107	\$3,539	\$3,940	\$4,209	\$4,348	\$4,498
Total	100.00%	\$34,601	\$30,804	\$33,904	\$35,387	\$36,562	\$36,343

SCHEDULE C. ESTIMATED POPULATION							
Stillwater City (1)	75.20%	18,276	18,638	18,299	18,255	18,235	17,953
Grant City (2)	7.37%	1,791	1,797	1,778	1,778	1,814	1,805
May Township (3)	7.31%	1,776	1,682	1,675	1,666	1,939	1,921
Stillwater Township (1)	10.14%	2,465	2,382	2,369	2,366	2,601	2,607
Total	100.02%	24,308	24,498	24,120	24,048	24,589	24,286

SCHEDULE D. ESTIMATED HOUSEHOLDS							
Stillwater City (1)	76.78%	7,147	7,196	7,130	7,075	7,240	7,096
Grant City (2)	6.81%	634	632	630	630	641	637
May Township (3)	7.14%	665	656	654	650	686	679
Stillwater Township (1)	9.27%	863	858	867	856	872	873
Total	100.00%	9,309	9,341	9,271	9,210	9,439	9,285

(1) Adjusted for Annexation
 (2) 43% OF ACTUAL
 (3) 80% OF ACTUAL

TOWN
of
MAY



CHAIRMAN
Bill Voedisch
14625 Old Guslander Trail.
Marine on St. Croix, MN 55047
(651) 433-5976

SUPERVISOR
John Adams
14035 Oldfield Road N.
Stillwater, MN 55082
(651) 430-8134

SUPERVISOR
John Pazlar
16601 Orwell Road N.
Marine on St. Croix, MN 55047
(651) 433-5013

CLERK
Linda L. Klein
13519 May Avenue North
Stillwater, MN 55082
(651) 439-1706 · Fax (651) 430-0107

TREASURER
Cheryl D. Bennett
16624 Square Lake Trail N.
Stillwater, MN 55082
(651) 439-8599

PLANNING COMMISSION
Lester I. Rydeen
13528 170th St. N.
Marine on St. Croix, Mn 55047
(651) 433-3282

September 13, 2013

Mr. Larry D. Hansen
City Administrator
City of Stillwater, City Hall
216 North 4th Street
Stillwater, MN 55082

Re: Fire Service Contract – 15% Increase

Dear Mr. Hansen,

At the September 5th meeting of the May Town Board, I presented your letter of August 21 and attached 3-year contract for 2014-2016. The issue for discussion was the 15% increase in contract fees for year 2014 compared to the fees for 2013 under the current agreement. We note that Grant and Stillwater Township were also given very large increases.

This is quite problematic for May Township, for several reasons:

1. As a Township, we presented our proposed budget and levy for 2014 to our citizens in February of this year, to be voted on at our annual meeting in March. Knowing nothing of the large growth in Stillwater Fire Contract expenses that was coming, we only specified a 3% increase in overall fire contract fees for 2014 over 2013. Given that Stillwater is by far the largest of our fire contracts, we are now way over budget for next year, through no fault of the Town. We are nearly \$10,000 over budget for 2014 for just our Stillwater fire contract costs.
2. Because our citizens out here are still hurting ... *the Forest Lake Times recently printed six full pages of home foreclosures* ... we in fact proposed *no* increase in our Fire Fund Levy for 2014, intending to pay for any increases out of reserves. This, along with managing our road expenses tightly, allowed us to provide for a modest levy decrease to our citizens in 2014, for the second year in a row.

Can the average homeowner deal with a 15% cost increase on any front?

3. We have no idea where the extra money will come from next year.

This is the second time in my memory when your new contract has been submitted with a very substantial increase in the first year. The last time this happened we shared with you the

difficulty in dealing with big increases when our budget and levy are already set. Understanding our budget cycle, you assured us that we would get ample lead time for any future major increases. Obviously that didn't happen.

What you are proposing is really counter to what the Town, the County and our surrounding communities are practicing, that is, keeping our budgets and levies closely in check. We respectfully ask that the City of Stillwater revisit the fire costs you are passing on to your municipal customers for 2014. Collectively we pay for 25% of your fire costs yet we partake in *none of the operational decisions*. Was it necessary, we wonder, to add *two* full time positions at one time?

Of course the Town of May appreciates the fire coverage we get from all three providing services, yet we must have relationships that allow us to budget for these costs in a manageable way. That is not currently happening with Stillwater.

Thank you for your consideration.

Most cordially,

Bill Voedisch
Chair, May Town Board

Cc: Ken Harycki, Mayor of Stillwater
Stu Glaser, Stillwater Fire Chief
Tom Carr, Mayor of Grant ✓
David Johnson, Stillwater Town Board
May Town Board

Tom
Your increase was
14%. Stillwater Twp
was 20.7% !!

Wkr ✓

City Council Report for September 2013

To: Honorable Mayor & City Council Members

From: Jack Kramer Building & Code Enforcement Official

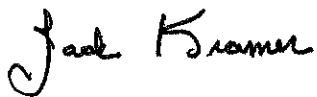
Zoning Enforcement:

1. No new zoning violations noted.

Building Permit Activity:

1. (26) Building Permits were issued with a total valuation of \$1,129,834.00

Respectfully submitted,



Jack Kramer

Building & Code Enforcement Official

Grant Master Form		Project Address	Date Issued	Valuation:	City Fee:	75% Plan CK Fe	Surcharge	Paid
Permit	Permit Type	Name						

2013-127	Remodeling	Weathergu	10860-60th. St. N.	8/19/2013	\$ 15,000.00	\$ 251.25	\$ 188.43	\$ -	\$ 7.50
2013-128	HVAC Permit	Millett	7420 Keats Ave. N.	8/20/2013	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00
2013-129	HVAC Permit	Fiske	9313-75th. St. N.	8/22/2013	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00
2013-130	Windows	City of Gra	8380 Kimbro Ave. N.	8/22/2013	N/A	\$ -	\$ -	\$ -	\$ -
2013-131	Plumbing Per	Heinsh	9063 Joliet Ave. N.	8/23/2013	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00
2013-132	Re-Roof	Erichson	8910 Kimbro Ave. N	8/23/2013	\$ 10,200.00	\$ 195.26	\$ 146.44	\$ -	\$ 5.10
2013-133	HVAC Permit	Heinsh	9063 Joliet Ave. N.	8/23/2013	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00
2013-134	Re-Roof	Borgmeier	9707 Jnero Ct. N.	8/26/2013	\$ 6,600.00	\$ 139.25	\$ 104.43	\$ -	\$ 3.30
2013-135	Re-Roof	Harrington	6321 Keats Ave. N.	8/26/2013	\$ 5,400.00	\$ 125.25	\$ 93.93	\$ -	\$ 2.70
2013-136	Re-Roof	Sandstrom	7650 Lake Elmo Ave.	8/26/2013	\$ 15,000.00	\$ 251.25	\$ 188.43	\$ -	\$ 7.50
2013-137	Cell Antenna	Crowb Cas	11400 Julieanne Ave.	8/26/2103	\$ 8,000.00	\$ 153.25	\$ 114.93	\$ 99.61	\$ 4.00
2013-138	Sign	Group 41	10860 -60th. St.	8/26/2013	N/A	\$ 50.00	\$ 37.50	\$ -	\$ -
2013-139	Cell Antenas	Mogrow Inc	6667 Keats Ave. N.	8/28/2013	\$20,000.00	\$321.25	\$ 240.93	\$ 208.81	\$ 10.00
2013-140	HVAC Permit	Rog	9765-110th. St.	8/28/2013	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00
2013-141	Addition	Ayd	9800 Justen Trail	8/30/2013	\$ 92,000.00	\$ 937.75	\$ 703.31	\$ 609.53	\$ 46.00
2013-142	Windows	Renewal	9850 Heron Ave. N.	8/30/2013	\$ 48,659.00	\$ 634.15	\$ 475.61	\$ -	\$ 24.32
2013-143	Retaining Wa	Tarentino	9121-96th. St.	9/3/2013	\$ 16,000.00	\$ 265.25	\$ 198.93	\$ 172.41	\$ 8.00
2013-144	House & Gar.	Saterbak	9087 Joliet Ave.	9/4/2013	\$826,603.00	\$ 4,387.00	\$ 3,290.25	\$2,851.55	\$ 413.30
2013-145	Gar. Floor	Farseth	11691 Lansing Ave.N.	9/5/2013	\$ 12,750.00	\$ 223.25	\$ 167.43	\$ -	\$ 6.37
2013-146	Windows	Renewal	11730 Dellwood Rd. N.	9/5/2013	\$ 15,265.00	\$ 265.25	\$ 198.93	\$ -	\$ 7.63
2013-147	Re-Siding	Goebel	6225 Kelvin Ave. N.	9/5/2013	\$ 3,400.00	\$ 97.25	\$ 72.93	\$ -	\$ 1.90
2013-148	Deck	Winchell	9121-96th. St. N.	9/5/2013	\$ 17,470.00	\$ 293.25	\$ 219.93	\$ 190.61	\$ 8.73
2013-149	HVAC Permit	Classic Pkg	9300 Keswick Ave.	9/6/2013	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00
2013-150	Windows	McNeal	9390 Joliet Ave. N.	9/7/2013	\$ 6,561.00	\$ 139.25	\$ 1,204.43	\$ -	\$ 3.28
2013-151	HVAC Permit	Shepard	9850 Hidden Glade Rd	9/7/2013	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00
2013-152	Re-Roof	Warian	6580 Jocelyn Rd. N.	9/10/2013	\$ 10,926.00	\$ 195.25	\$ 146.43	\$ -	\$ 5.46

Monthly total \$ 8,213.20 \$ 4,132.52 \$ 600.09
 #####
 \$1,129,994.00

City Council Report for September 2013

To: Honorable Mayor & City Council Members

From: Jack Kramer Building & Code Enforcement Official

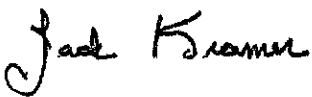
Zoning Enforcement:

1. No new zoning violations noted.

Building Permit Activity:

1. (26) Building Permits were issued with a total valuation of \$1,129,834.00

Respectfully submitted,



Jack Kramer

Building & Code Enforcement Official

Grant Master Form		Project Address		Valuation:		City Fee:		75% Plan CK Fe		Surcharge		Paid	
Permit	Permit Type	Name	Project Address	Date Issued	Valuation:	City Fee:	75% Plan CK Fe	Surcharge	Paid				

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Monthly total \$ 8,213.20 \$ 9,484.41 \$ 4,132.52 \$ 600.09
 #####
 P1,129,834

ECKBERG LAMMERS
MEMORANDUM

TO: Honorable Mayor and City Council Members

FROM: Nicholas J. Vivian, City Attorney

DATE: September 24, 2013

RE: Staff Report for October City Council Meeting

Please be advised our office is presently working on the following matters on behalf of the City of Grant:

Charter Commission

During the month of September, two letters were sent to Chair Barbara Kelley regarding actions taken by the Charter Commission. The first letter concerned the purchase of name placards for use at the Charter Commission's meetings. The second letter concerned possible violations of the Minnesota Open Meetings Law. Copies of the letters are attached for your review and consideration.

Harmony Horse Farm / Harry Miller Litigation

Counsel for Mr. Miller has agreed to the terms of the City's draft Stipulation and Order for Dismissal. A copy of the Stipulation and Order is attached for your review. The Stipulation will be executed by the parties and the Order will be submitted to the Court for final approval.

Axdahl Jacobs Subdivision

A letter has been drafted to Western Surety Company seeking payment of \$48,000 on the Performance and Payment Bond submitted to the City of Grant as security for completion of Manning Circle North in accordance with the Development Agreement between the City of Grant, Brain and Leslie Axdahl, Robb and Julie Jacobs and Joel and Michelle Lemanski.

9945 Justen Trail N. - Zoning Violation

I am working with Jack Kramer regarding a zoning violation at 9945 Justen Trail N. It appears that the owner of the property may be using the property for the purpose of operating an unlicensed solid waste operation in violation of County and City ordinances. Action is being taken to gain the property owner's compliance.

Sederstrom v. Carr, Huber and Lobin as members of the Grant City Council

~~A closed session will be conducted in October for the purpose of updating the City Council~~
regarding the status of this pending litigation.

Please call with any comments or questions.

Writer's Direct Dial:
(651) 379-3080

Writer's E-mail:
nvivlan@eckberglammers.com

Stillwater Office:
1809 Northwestern Avenue
Stillwater, Minnesota 55082
(651) 439-2878
Fax (651) 439-2923

Hudson Office:
430 Second Street
Hudson, Wisconsin 54016
(715) 386-3733
Fax (715) 386-6456

www.eckberglammers.com

September 13, 2013

Ms. Barbara Kelley
Grant Charter Commission Chair
922 Lansing Avenue
Grant, Minnesota 55082

Re: Grant Charter Commission-- VIOLATION OF MINNESOTA OPEN MEETING LAW

Dear Chair Kelley:

I serve as the City Attorney for the City of Grant. I write to you in your capacity as Chair of the City of Grant Charter Commission. I have been made aware of apparent violations by the Grant Charter Commission of the Minnesota Open Meeting Law. These violations need to be addressed immediately.

Minnesota Statutes, section 13D.01(b)(6) and (c)(5) provide that meetings of the governing body of a public body and meetings of commissions must be open to the public. There are only limited exceptions to this requirement. Those exceptions are expressly provided by statute. A primary purpose of this law is to make sure information and deliberations about city business are available to the public. The law applies to any discussion about Commission business, not just voting or official actions, and to any gathering of a quorum of the Commission.

Any person who intentionally violates Chapter 13D is subject to personal liability in the form of a civil penalty in an amount not to exceed \$300 for a single occurrence. Any penalties imposed may not be paid by the public body. In addition to this penalty, a court may award reasonable costs, disbursements, and reasonable attorneys' fees of up to \$13,000 to any party in an action under Chapter 13D.

It is my understanding that you have implemented a practice of convening an "Executive Team" for the purpose of making decisions on behalf of the Grant Charter Commission. Namely, yourself, Larry Lanoux, Paul Rogosheske and Steve Bohnen have been engaged in the process of determining when and where the Charter Commission would meet. Others have also been included in this discussion. Additionally, this group of self-appointed individuals has also made decisions related to the payment of the City of Mahtomedi's meeting room deposit and the recording / broadcasting of meetings. The Minnesota Supreme Court has noted that meetings of less than a quorum of a public body held serially to avoid a public meeting or to fashion agreement on an issue of public business may violate the Open Meeting Law.

Subsequent to the Grant Charter Commission's meeting on September 10, 2013, you circulated an email to all Charter Commission members attempting to identify a preferred night to meet. This communication likely violated the Open Meetings Law. James Dorsey responded to your question and further provided a

substantive statement regarding the scope of the task before the Commission. Steve Bohnen also provided a substantive response. Becky Siekmeier and John Smith also provided responses. Mr. Smith went so far as to identify specific individuals who will speak on individual topics related to genesis of the Charter Commission. Mr. Smith substantively added:

That said, I would add that we need to measure what it does well and what it doesn't do well and then assess whether or not a charter can uniquely provide the opportunity for a higher level of performance.

To accomplish end, that means making a quantitative measurement of the effectiveness, efficiency and quality of city services. That process needs to include input from elected and appointed officials, residents and businesses. I suggest to be meaningful, that is best done on a designed format aside from public input and comment.

Barb, I would like to add the above subject matter to our next month's agenda.

I have been provided with emails as recent as September 19, 2013, in which the Charter Commission is communicating as a body by email. Meetings may only be conducted by a public body by electronic means if the following conditions are met:

- (1) all members of the entity participating in the meeting, wherever their physical location, can hear one another and can hear all discussion and testimony;
- (2) members of the public present at the regular meeting location of the entity can hear all discussion and all votes of members of the entity and participate in testimony;
- (3) at least one member of the entity is physically present at the regular meeting location; and
- (4) all votes are conducted by roll call, so each member's vote on each issue can be identified and recorded.

These requirements were not met when the Commission engaged in its email discussion over the last several days, likely resulting in several open meeting violations.

The Commission must immediately cease with electronic communications out of the view of the public. Serialized communications violate the Minnesota Open Meeting Law and create liability for officials who willfully disregard the requirements of the law. You should also be mindful of the fact that the Grant Charter Commission is also subject to the Minnesota Government Data Practices Act which requires the Commission to reply to requests for data. The Minnesota Department of Administration has issued advisory opinions concluding that for the purposes of Chapter 13 of the Minnesota Statutes, a political subdivision includes a commission created pursuant to law. Chapter 410 contains enabling legislation that grants charter

commissions their powers and responsibilities. Accordingly, charter commissions are political subdivisions subject to the requirements of the Minnesota Government Data Practices Act.

As a final matter, all municipal subdivisions are required to make and preserve all records necessary to a full and accurate knowledge of their official activities. Minn. Stat. § 15.17. An additional concern involves the Grant Charter Commission's keeping of an accurate record. By law the Grant Charter Commission is required to make an accurate record of its proceedings. At least two Charter Commission members have reported inaccurate records which fail to properly describe their comments during public meetings. Meeting minutes have not been accurate, and where politically convenient, have been modified to include discussion not originally taking place at the Commission's meeting.

This letter shall serve as a notice of the Commission's obligations under the law. Failure to comply with these statutory obligations may result in further action on behalf of the Grant City Council. If you do not understand these obligations, the law allows for the Charter Commission to seek the assistance of an attorney to assist in the framing of the charter. If the Commission requires assistance in interpreting the obligations and authorizations of Chapter 410, it should engage the services of an attorney knowledgeable in this area of the law.

If you have any questions regarding the City's position on these matters, please contact me immediately.

Sincerely,



Nicholas J. Vivian

c: Grant City Council

Writer's Direct Dial:
(651) 379-3080

Writer's E-mail:
nylvlan@eckbergglammers.com

Stillwater Office:
1809 Northwestern Avenue
Stillwater, Minnesota 55082
(651) 439-2878
Fax (651) 439-2923

Hudson Office:
430 Second Street
Hudson, Wisconsin 54016
(715) 386-3733
Fax (715) 386-6456

www.eckbergglammers.com

September 13, 2013

Ms. Barbara Kelley
Grant Charter Commission Chair
922 Lansing Avenue
Grant, Minnesota 55082

Re: Grant Charter Commission Expenses – VIOLATION OF LAW

Dear Chair Kelley:

I serve as the City Attorney for the City of Grant. I write to you in your capacity as Chair of the City of Grant Charter Commission. I am in receipt of a City of Grant Charter Commission Check Request dated 9-10-13 seeking a check for \$117.35. Attached to the Check Request is Job Invoice 44603 generated by Valley Trophy Inc. of Stillwater, Minnesota. Apparently, at your request, the Grant Charter Commission contracted with Valley Trophy, Inc. for the purchase of ten (10) 4.687 x 12 signs for identification purposes at a price of \$9.00 per sign.

Be advised this purchase by the Charter Commission violates State law. Minnesota Statutes, Chapter 410, provides the Charter Commission with its authority. Chapter 410 is the only Chapter which addresses Charter Commissions in Minnesota. The Commission has no independent authority to act, either through the City Code or legislative enactment, besides what is found in Chapter 410. Chapter 410 does not provide the Charter Commission with independent purchasing authority.

We have provided the Grant City Council with a formal opinion regarding the Charter Commission's authority to seek reimbursement for certain authorized expenses. In all likelihood, you have a copy of our opinion, but I am willing to provide a copy upon request.

Chapter 410 authorizes the reimbursement of reimbursable and necessary expenses specifically enumerated in section 410.06, consisting of reasonable compensation to an attorney or other personnel who assist in the framing of the charter (or any amendment or revision thereto), and the cost of printing the charter (or any amendment or revision thereto). The statute creates a mandatory obligation of the City to reimburse up to \$1,500 for expenses that meet these criteria.

The expenses created by the Charter Commission's contracting with Valley Trophy Inc. are in violation of Chapter 410 and are not reimbursable. You are hereby placed on notice that continued violation of the law will not be tolerated by the City of Grant and will be met with legal action should the Commission continue to engage in the willful violation of Chapter 410.

As indicated, the law allows for the Charter Commission to seek the assistance of an attorney to assist in the framing of the charter. If the Commission requires assistance in interpreting the obligations and authorizations of Chapter 410, it should engage the services of an attorney knowledgeable in this area of the law.

If you have any questions regarding the City's position on this matter, please contact me immediately.

Sincerely,

A handwritten signature in black ink, appearing to read "N. Vivian", with a stylized flourish at the end.

Nicholas J. Vivian

c: Grant City Council

STATE OF MINNESOTA

DISTRICT COURT

~~COUNTY OF WASHINGTON~~

~~TENTH JUDICIAL DISTRICT~~

City of Grant, a Minnesota municipal
corporation,

Court File No: 82-CV-13-1676

Case Type: Civil Other

Plaintiff,

STIPULATION

v.

Harry Miller d/b/a Harmony Horse Farm,

Defendants.

WHEREAS, the above-captioned matter calls into question the use of certain property located at 9250 Dellwood Road, Grant, Minnesota ("Property").

WHEREAS, the Property is located in the City of Grant ("City"), is subject to the zoning regulations of the City and is currently operated as Harmony Horse Farm.

WHEREAS, the Property contains two residential living quarters located in accessory structures ("Living Quarters") which were previously operated in violation of City's Code of Ordinances and the State Building Code.

WHEREAS, apartments and residential living quarters are not permitted in agricultural buildings in the City.

WHEREAS, the City notified Defendant of the violations including the occupancy of the Living Quarters and certain State Building Code Violations threatening the health, safety and welfare of the occupants.

WHEREAS, Defendant failed to comply with the City's Code of Ordinances and the State Building Code.

WHEREAS, as a result of Defendant's failure to comply, the City initiated the above-captioned action seeking injunctive relief directing Defendant to immediately comply with the City's Codes and Ordinances and the State Building Code.

WHEREAS, on May 20, 2013, the City and Defendant conducted an inspection of the Property with the City's Building Official and an official of Harmony Horse Farm.

WHEREAS, after the inspection, in an effort to resolve this litigation, the City and Defendant agreed to the terms and obligations contained in this Stipulation.

NOW, THEREFORE, IT IS STIPULATED AND AGREED, by and among the City and Defendant, through their respective undersigned counsel, that:

1. Apartments and residential living quarters are not permitted in agricultural buildings in the City.
2. The Living Quarters have been vacated and shall remain vacant, unless otherwise permitted by the City and the City's Code of Ordinances and the State Building Code.
3. No person shall be permitted to live, either permanently or temporarily in the Living Quarters, without approval by the City and compliance with the City's Code of Ordinances and the State Building Code.
4. The Living Quarters shall not be used for any residential purpose, without prior approval by the City and compliance with the City's Code of Ordinances and the State Building Code
5. Should Defendant desire to make the Living Quarters habitable for residential purposes, Defendant shall do so only in compliance with the City's Code of Ordinances and all applicable State and Federal laws and regulations.

6. If the existence of an apartment or residential living quarters within an accessory structure becomes a use permitted by the City's Code of Ordinances, Defendant will comply with all requirements of the City and the City's Code of Ordinances and State and Federal law.

7. Defendant will further work with the City's Building Official to take any corrective action necessary to bring the Living Quarters into compliance with the City's Code of Ordinances, State and Federal law and all applicable regulations for non-residential use.

8. Defendant shall remain in compliance with the City's Code of Ordinances and any other regulation or governmental control imposed upon the Property by the City.

**ECKBERG, LAMMERS, BRIGGS, WOLFF &
VIERLING, PLLP**

Dated: _____.

By: _____
Nicholas J. Vivian (1047165)
Attorneys for Plaintiff
1809 Northwestern Avenue
Stillwater, MN 55082
(651) 439-2878

WELLNER LAW, PLLC

Dated: _____.

By: _____
James A. Wellner (_____)
Attorney for Defendant
4687 Clark Avenue
White Bear Lake, MN 55110
(651) 762-9462

Base on the foregoing Stipulation, this Court makes the following:

ORDER

1. Occupancy of the Living Quarters is a violation of the City of Grant Code of Ordinances.

2. The Living Quarters have been vacated and shall remain vacant unless otherwise permitted by the City and the City's Code of Ordinances and the State Building Code.

3. No person shall be permitted to live, either permanently or temporarily in the Living Quarters without approval by the City and compliance with the City's Code of Ordinances and the State Building Code.

4. The Living Quarters shall not be used for any residential purpose, without prior approval by the City and compliance with the City's Code of Ordinances and the State Building Code.

5. Should Defendant desire to make the Living Quarters habitable for residential purposes, Defendant shall do so only in compliance with the City's Code of Ordinances and all applicable State and Federal laws and regulations.

6. If the existence of an apartment within an accessory structure becomes a use permitted by the City's Code of Ordinances, Defendant will comply with all requirements of the City and the City's Code of Ordinances and State and Federal law.

7. Defendant will further work with the City's Building Official to take any corrective action necessary to bring the Living Quarters into compliance with the City's Code of Ordinances, State and Federal law and all applicable regulations for non-residential use.

8. Defendant shall remain in compliance with the City's Code of Ordinances and
~~any other regulation or governmental control imposed upon the Property by the City.~~

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: _____

Honorable Ellen L. Maas
Judge of District Court