

**City of Grant
City Council Agenda
February 3, 2014**

The regular monthly meeting of the Grant City Council will be called to order at 7:00 o'clock p.m. on Monday, February 3, 2014, 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. January 7, 2014 City Council Meeting Minutes
 - B. Bill List, \$58,811.33
 - C. Washington County Sheriff's Dept., Jul-Dec2013, \$53,741.88
5. **STAFF AGENDA ITEMS**
 - A. City Engineer, Phil Olson
 - i. Renewal of Roadside Services Contract, David's Consulting
 - ii. Renewal of Roadside Services Contract, Mike Perron
 - iii. Renewal of Roadside Services Contract, KEJ Enterprises
 - B. City Planner, Jennifer Haskamp
 - i. Ed Schmidt Proposed Text Amendment Application, Public Hearing
 - ii. Ordinance No. 2014-32, Amending the Grant Code of Ordinances
 - iii. Resolution No. 2014-05, Summary Publication of Ordinance No. 2014-32
 - C. City Attorney, Nick Vivian
 - i. Ordinance No. 2014-33, Criminal History Background Checks for City Employees
 - ii. Resolution No. 2014-06, Summary Publication of Ordinance No. 2014-33
6. **NEW BUSINESS**
7. **UNFINISHED BUSINESS**
8. **DISCUSSION ITEMS**
 - A. City Council Reports (any updates from Council)
 - i. Groundwater Management Plan Update, Jeff Huber
 - B. Staff Updates
9. **COMMUNITY CALENDAR FEBRUARY 4 THROUGH FEBRUARY 28, 2014:**

Mahtomedi Public Schools Board Meeting, Thursday, February 13th, 2014, Mahtomedi District Education Center, 7:00 p.m.

Stillwater Public Schools Board Meeting, Thursday, February 13th and 27th , 2014, Stillwater City Hall, 7:00 p.m.

Charter Commission Meeting, Thursday, February 20th, 2014, Mahtomedi City Hall, 7:00 p.m.

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

10. 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

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 : January 7, 2014
TIME STARTED : 7:02 p.m.
TIME ENDED : 8:48 p.m.
MEMBERS PRESENT : Councilmember Bohnen, Tronrud, Huber, Lobin and Mayor Carr
MEMBERS ABSENT : None

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

CALL TO ORDER

Mayor Carr called the meeting to order at 7:02 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

- December 3, 2013 City Council Meeting Minutes Approved
- Bill List, \$35,881.36 Approved
- KEI, Snow Removal and Sign Replacement, \$23,120.00 Approved
- 2014 Tort Liability, City DOES NOT Waive Monetary Limits Approved
- Clerk 3% Pay Increase for 2014, Per Approved 2014 City Budget Approved

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

2013 YEAR END REVIEW, MAYOR TOM CARR

1 Mayor Carr stated 2013 was a decent year. A Charter Commission has been established and
2 organized within the City. Road Commissioner Bohnen has done a very good job on the roads. The
3 winter has already brought a lot of snow and ice. There were no big issues in 2013 although a
4 Council Member did resign as he moved out of state. The City Council appointed a new Council
5 person, Mr. David Tronrud. He stated he looks forward to 2014 and having a good year.

6
7 **STAFF AGENDA ITEMS**

8
9 **City Engineer, Phil Olson – No action items.**

10
11 **City Planner, Jennifer Haskamp**

12
13 **Scott Jordan Proposed Text Amendment Application, Public Hearing** – City Planner Haskamp
14 advised the Applicant, Scott Jordan, attended the September City Council meeting and presented a
15 concept plan to run and operate a wedding/banquet venue from the existing barn on his property
16 located at 7373 120th Street North, Grant, Minnesota. Through the course of discussion at the concept
17 review it was determined that the proposed use is not something currently addressed within the City's
18 ordinances and therefore a proposed amendment to the text of the zoning ordinance would be
19 necessary in order to consider such a use. As such, Mr. Jordan has submitted an application for
20 consideration by the council of amending the text to allow the proposed use.

21
22 City Planner Haskamp stated the Applicant has proposed to amend the City's Zoning Ordinance to
23 allow for a wedding/banquet venue with the issuance of Conditional Use Permit (CUP). The
24 submitted application is attached for your review; and the following proposed changes are
25 summarized for your consideration:

- 26
- Section 32-245 (c) Table of Uses. The table currently includes "business – seasonal" and identifies it as "N" or not permitted in all zoning districts. The applicant has proposed to change the designation under A-1 to "C" which would allow the use with a Conditional Use Permit and public hearing.
 - The description provided by the Applicant is a "seasonal wedding/banquet venue." The applicant further states that "This (type of) seasonal business will contribute to the preservation and protection of agricultural land, facilities and lifestyles by saving and re-purposing the existing barn and farm yard."
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34 City Planner Haskamp reviewed new items from the staff report noting they are underlined. As
35 background, staff performed a cursory GIS review of parcels within the City that would be affected if
36 the proposed definition stated above were adopted (minimum of 20 acres, zoned A1 and access to a
37 County Road). The analysis revealed that approximately 35 +/- parcels would qualify under these
38 conditions, this equates to less than 2% of all parcels within the community. Additionally, if both the
39 A1 and A2 zoning districts were to be included, approximately 80 +/- parcels could qualify, which is
40 approximately 3.4% of the parcels in the City.

1 City Planner Haskamp reviewed the draft findings noting additional findings can be added. The draft
2 ordinance itself includes the purpose and intent, permitted use and performance standards.

3
4 Mayor Carr referred to the draft findings and clarified he would like to see the use for twenty acre
5 parcels that include the short 40's, easements, etc. He stated he would like to include buffering, all
6 accesses must be on a County or State road, public septic hook-up should be prohibited, and some
7 sort of sound reduction may be required.

8
9 Council Member Bohnen advised the current barn is fairly close to the County road. Language
10 should be added that includes side lot line restrictions. He clarified the Mayor's intent to allow the
11 use on parcels of twenty acres or greater including easements, rows, etc.

12
13 City Planner Haskamp stated there is a section in the ordinance that refers to short 40's that could be
14 included to demonstrate how to calculate lot sizes.

15
16 Council Member Huber referred to the finding regarding sewage requirements for up to 300 persons
17 noting he does not see that in the City code.

18
19 City Planner Haskamp advised it is referenced in the code with the International Building Code.

20
21 Council Member Huber referred to the fourth finding suggesting the addition of a direct "existing"
22 access to a State or County road.

23
24 City Attorney Vivian suggested stating an exclusive access must be from a State or County road. He
25 stated it is fair to include frontages and that requirement could also be within the performance
26 standards.

27
28 Council Member Tronrud referred to number six regarding sound amplification. He stated he may be
29 okay with some sound inside the building but he may want requirements that are outside of the
30 current noise ordinance.

31
32 City Attorney Vivian advised other noise abatement will be addressed within the Conditional Use
33 Permit.

34
35 Mayor Carr opened the public hearing at 7:33 p.m.

36
37 Ms. Sharon Schwarze, Joliet, came forward and stated the accessory to a residential structure
38 requirement is a positive for the City. The minimum frontage for a structure is 300 feet and she thinks
39 that should also be required for this use. She pointed out there are no limits on this being a
40 reasonable business or hours, times, etc. All of those issues need to be addressed.

41
42 As there was no one else present to speak on this issue, Mayor Carr closed the public hearing at 7:35
43 p.m.

1 **Resolution No. 2014-03, Denying Request to Amend Zoning Code to Allow Seasonal Business**
2 **with a Conditional Use Permit in the A1 Zoning District** – City Planner Haskamp advised
3 Resolution No. 2014-03 denies the request made within the original application.
4

5 **Mayor Carr moved to adopt Resolution No. 2014-03, as presented. Council Member Huber**
6 **seconded the motion. Motion carried unanimously.**
7

8 **Ordinance No. 2014-31, Amending the Grant Code of Ordinances** – City Planner Haskamp
9 reviewed the revisions and additions per the Council discussion.
10

11 **Council Member Bohnen moved to approve Ordinance No. 2014-31, as amended. Council**
12 **Member Tronrud seconded the motion. Motion carried unanimously.**
13

14 **Resolution No. 2014-04** – City Planner Haskamp advised Resolution No. 2014-04 allows for a
15 summary publication of Ordinance No. 2014-31.
16

17 **Mayor Carr moved to adopt Resolution No. 2014-04, as presented. Council Member Huber**
18 **seconded the motion. Motion carried unanimously.**
19

20 **Ed Schmidt Proposed Text Amendment Application, Public Hearing** – City Planner Haskamp
21 advised the applicant, Ed Schmidt, attended the November and December City Council meetings and
22 presented a concept plan to run and operate a business that would include: food, alcohol and banquet
23 facilities; and recreational facilities such as softball, bocce ball, volleyball and miniature golf on the
24 same site. Through the course of discussion at the concept reviews it was preliminarily determined by
25 the Council that the proposed use is somewhat of a hybrid of uses between a Country Club and
26 Supper Club based upon the City's Ordinance. While Country Clubs are currently allowed with a
27 CUP within the A2 zoning district; Supper Clubs are not a permitted use and therefore the proposed
28 business does not appear to strictly adhere to the City's ordinances. As such, Mr. Schmidt has
29 submitted an application for consideration by the council of amending the text to allow Supper Clubs
30 within the A2 zoning district, thereby allowing him to subsequently make an application for a CUP
31 that would address all of the uses proposed by his concept.
32

33 City Planner Haskamp advised the Applicant has proposed to amend the City's Zoning Ordinance to
34 allow Supper Clubs in the A2 zoning district with the issuance of Conditional Use Permit (CUP).
35 The submitted application is attached for your review; and the following proposed changes are
36 summarized for your consideration:
37

- 38 • Section 32-245 (c) Table of Uses. The table currently includes "Supper Club" and identifies it
39 as "N" or not permitted in the A2, R1, and Conservancy zoning districts. The table identifies
40 that "Supper Club" is permitted with a Conditional Use Permit ("C") within the A1 and
41 General Business (GB) zoning districts. The applicant has proposed to change the designation
42 under A2 to "C" which would allow the use with a Conditional Use Permit and public hearing
43 consistent with the A1 zoning district.
- 44 • The Applicant is not proposing to change the current definition of Supper Club which is
45 identified within section 32-1 Definitions. Based upon the submitted materials, Mr. Schmidt

1 believes that the hybrid of a Country Club and Supper Club, with existing definitions would
2 accommodate the proposed facility he would propose to operate.

3
4 City Planner Haskamp reviewed the staff report including the proposed changes and additional City
5 consideration. Staff is seeking direction from the Council with respect to the proposed language.
6 Specifically staff is looking for direction on the following:

- 7
- 8 • Consistency with the Comprehensive Plan;
 - 9 • Does "Supper Club", as defined within the ordinance adequately address the proposed use?
10 Does it need to be modified? To what extent?
 - 11 • Do you think additional clarification and/or standards should be added in a new section 32-
12 351 (see discussion on page 4) and if so, what further standards would you see as relevant
- 13

14 City Planner Haskamp advised staff will prepare draft findings at the direction of the City Council
15 upon completion of the public hearing and discussion at the Council meeting.

16
17 Mayor Carr stated he would like to see this type of use also on a 20 acre parcel, similar to the rural
18 event center. However, it is currently allowed in the General Business District and those parcels are
19 not 20 acres.

20
21 City Planner Haskamp advised that can be done through the performance standards for each zone. It is
22 not recommended to do that through the actual definition.

23
24 Mayor Carr clarified that the text amendment application is to allow supper clubs in the A2 Zoning
25 district. They are currently allowed in the A1 Zone.

26
27 Mayor Carr opened the public hearing at 8:00 p.m.

28
29 Mr. Larry Lanoux, Keswick Avenue, came forward and asked the Council to explain why the
30 Planning Commission was abanded when this application should clearly be in front of that group.

31
32 Mr. Loren Sederstrom, 107th Street, came forward and reminded the Council about comments made
33 relating to leaf frog development.

34
35 Ms. Sharon Schwarze, Joliet, came forward and stated a previous Planning Commission did have
36 discussions regarding supper clubs and perhaps getting rid of that use altogether. She stated she is
37 very concerned that the City is expanding commercial uses in the City overall. The Comprehensive
38 Plan states that only rural land uses will be developed. She stated this particular use is not a supper
39 club and she is very concerned about it. It is more of a bar and she is opposed to that. The rural event
40 center that has been proposed is not open every night and the City should only allow bars in the
41 General Business District. She reiterated the proposed use is really not a supper club.

42
43 City Attorney Vivian advised the public hearing could be closed if the Council is taking action this
44 evening.

1 Council Member Huber stated he thought country club was a better description for the proposed use.
2 That being said, the application is for a text amendment to allow supper clubs in the A2 Zoning
3 District.

4
5 City Planner Haskamp advised the change can be made very easily if the Council moves forward to
6 allow supper clubs in the A2 Zoning District. The Council does have to determine if they would like
7 to add performance standards to that use. She reviewed the options for the Council noting that if
8 another application comes in, the new language would apply as it is being considered.

9
10 City Attorney Vivian advised the ordinance revision could be on the next consent agenda for approval
11 but can't be officially adopted tonight. He recommended the Council move forward and do this as a
12 package, similar to the rural event center.

13
14 **Mayor Carr moved to continue the public hearing to the February City Council meeting.**
15 **Council Member Lobin seconded the motion. Motion carried with Council Member Bohnen**
16 **voting nay.**

17
18 Mr. Schmidt came forward and stated he has been postponed again for another month. He advised he
19 can't get any of the plans started.

20
21 City Planner Haskamp stated the Council could have passed the change in districts to allow the use
22 this evening and directed staff to draft the ordinance for approval at the next meeting. Bringing back
23 the full package still puts the applicant on hold.

24
25 Council Member Bohnen clarified that even if the change was passed tonight, the CUP application
26 cannot be reviewed until the ordinance is official passed and in effect. The applicant could still apply
27 for a country club use.

28
29 A poll of the Council was taken and all members of the Council indicated they are in favor of
30 changing the ordinance to allow a supper club in the A2 Zoning District.

31
32 **City Attorney, Nick Vivian - No action items.**

33
34 **NEW BUSINESS**

35
36 **2014 Appointment List** - Mayor Carr advised he would like to go through the appointment list with
37 the Council's blessing.

38
39 Council Member Bohnen stated some of the appointments made are contract services. He stated it
40 may not be beneficial to put them on the appointment list.

41
42 Council Member Huber agreed that those under contract maybe should not be on the list and it may
43 be a good time to clean up the appointment list.

44
45 Mayor Carr stated he does not think it is a big deal to put those under contract on the appointment list.

1 The list was reviewed and appointments made. Mayor Carr referred to the roadside clean up day and
2 suggested the City provide a dumpster for garbage and have multiple dates, advertising those dates in
3 the newsletter and website but leave the appointment open.

4
5 Council Member Bohnen suggested the Council ask Mr. Lanoux, Mr. Sederstrom and/or Mr. David to
6 be appointed to the roadside clean up day.

7
8 Council Member Lobin stated last year there were three people at the clean up day. She has asked
9 two of the mentioned residents to help this year and they have said no.

10
11 Council Member Bohnen stated the Council as a whole should ask them. It is best for the City to
12 have an effective clean up day.

13
14 The majority of the Council determined clean up day would be left blank. The following revisions
15 were made to the list:

- 16
17
- 18 • Newsletter Editor – David Tronrud
 - 19 • Watershed Districts – WSB
 - 20 • Tree Service – Davids Consulting/KEJ/Mike Perron
 - 21 • Roadside Cleanup Day - Blank

22 **Mayor Carr moved to approve the 2014 Appointment List, as revised. Council Member Huber**
23 **seconded the motion. Motion carried unanimously.**

24
25 **Ordinance No. 2014-30, 2014 Fee Schedule** – The proposed changes were included in the meeting
26 packet.

27
28 **Council Member Bohnen moved to approve Ordinance No. 2014-30, as presented. Council**
29 **Member Huber seconded the motion. Motion carried unanimously.**

30
31 **Resolution No. 2014-01, Summary Publication of 2014 Fee Schedule** – Resolution No. 2014-01
32 allows for a summary publication of Ordinance No. 2014-30.

33
34 **Council Member Bohnen moved to adopt Resolution No. 2014-01, as presented. Council**
35 **Member Huber seconded the motion. Motion carried unanimously.**

36
37 **2014 City Council Meeting Schedule** – A proposed meeting schedule was included in the packets.
38 It was recommended that the February meeting date be changed to February 3 and the Canvas of
39 Election meeting be scheduled on Friday, November 7, 2014, 10:00 am at the City Office.

40
41 **Council Member Bohnen moved to approve the 2014 City Council Meeting Schedule, as**
42 **revised. Council Member Lobin seconded the motion. Motion carried unanimously.**
43

1 **Resolution No. 2014-02, 2014 Liquor License, Windy Acres – Council Member Huber moved to**
2 **adopt Resolution No. 2014-02, as presented. Council Member Bohnen seconded the motion.**
3 **Motion carried unanimously.**

4
5 **UNFINISHED BUSINESS**

6
7 There was no unfinished business.

8
9 **DISCUSSION ITEMS**

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11 **City Council Reports:**

12
13 Council Member Huber advised he would be attending the groundwater meeting in Shoreview on
14 Wednesday, January 8.

15
16 Council Member Bohnen stated the roads have been icy. In anticipation of the warmer weather this
17 weekend, sand and salt will be put down this week and then scraping of the roadways over the
18 weekend.

19
20 Council Member Bohnen stated the taping of the last Charter Commission meeting failed again. He
21 noted the Chair of the Commission is the holder of all the meeting minutes.

22
23 **Staff Reports:**

24
25 City Attorney Vivian announced the League of Minnesota Cities is holding a free webinar regarding
26 City Council authority. He encouraged the Council to participate in the webinar.

27
28 **COMMUNITY CALENDAR JANUARY 8 THROUGH JANUARY 31, 2014:**

29 **Mahtomedi Public Schools Board Meeting, Thursday, January 9th, 2014, Mahtomedi District**
30 **Education Center, 7:00 p.m.**

31 **Stillwater Public Schools Board Meeting, Thursday, January 9th and 23rd, 2014, Stillwater City**
32 **Hall, 7:00 p.m.**

33 **Charter Commission Meeting, Thursday, January 16th, 2014, Mahtomedi City Hall, 7:00 p.m.**

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

35
36 **ADJOURN**

37
38 **There being no further business, Council Member Huber moved to adjourn at 8:47 p.m.**
39 **Council Member Lobin seconded the motion. Motion carried unanimously.**

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42 These minutes were considered and approved at the regular Council Meeting February 3, 2014.

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Kim Points, Administrator/Clerk

Tom Carr, Mayor



Date range: 01/01/2014 to 01/27/2014

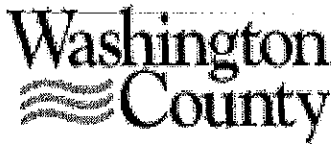
Vendor	Date	Check #	Total	Description	Void	Account #	Detail
Payroll Period Ending 01/27/2014	01/27/2014	12315	\$3,262.64		No	100-41101-100	\$3,262.64
Joe Rosell	01/27/2014	12316	\$2,800.00	Escrow Refund	No	857-49310-810	\$2,800.00
M.J. Raleigh Trucking	01/27/2014	12317	\$120.00	Salt/Sand	No	100-431113-210	\$120.00
KEJ Enterprises	01/27/2014	12318	\$12,230.00	Snow Removal/Signs	No	100-431113-300	\$12,230.00
Washington County Transportation	01/27/2014	12319	\$11,898.96	Snow and Ice Control	No	100-431113-210	\$11,898.96
Gary Erichson	01/27/2014	12320	\$21.61	Mailbox Replacement	No	100-41306-220	\$21.61
League of MN Cities Insurance Trust	01/27/2014	12321	\$52.00	#26659	No	100-41302-360	\$52.00
Croix Valley Inspector	01/27/2014	12322	\$5,342.51	Building Inspector	No	100-42004-300	\$5,342.51
Washington County Sheriff	01/27/2014	12323	\$53,741.88	Jul-Dec 2013 Police Services	No	100-42001-300	\$53,741.88
AirFresh Industries	01/27/2014	12324	\$267.82	PortaPot #16169/13831	No	100-43007-210	\$267.82
CenturyLink	01/27/2014	12325	\$167.92	City Phone	No	100-41309-321	\$167.92
Smith Appraisal Service	01/27/2014	12326	\$1,810.83	Monthly Assessment Services	No	100-41208-300	\$1,810.83
Xcel Energy	01/27/2014	12327	\$344.80	Utilities	No	100-43004-381 100-43117-381	\$299.29 \$45.51
Ken Ronnan	01/27/2014	12328	\$50.00	Video Services	No	100-41318-300	\$50.00
Waste Management	01/27/2014	12329	\$4,347.38	Recycling	No	100-43011-384	\$4,347.38
Washington County Sheriff	01/27/2014	12330	\$321.94	Code Red	No	100-42001-300	\$321.94
Roadkill Animal Control	01/27/2014	12331	\$71.00	2013 Deer Pickup	No	100-42006-300	\$71.00
City of Willemie	01/27/2014	12332	\$2,651.77	Office Rent/Jul-Dec2013	No	100-41316-210	\$2,651.77
WSB & Associates	01/27/2014	12333	\$1,646.25	Engineering	No	100-41203-300 100-43123-300 100-43125-300 100-43128-300 809-49310-300	\$272.50 \$521.00 \$170.00 \$573.75 \$109.00
Press Publications	01/27/2014	12334	\$303.70	Legals	No	100-41308-351 865-41308-351 870-41308-351	\$165.70 \$108.90 \$29.10
MN Department of Labor & Industry	01/27/2014	12335	\$819.41	Conf#18510163060	No		

<u>Vendor</u>	<u>Date</u>	<u>Check #</u>	<u>Total</u>	<u>Description</u>	<u>Void</u>	<u>Account #</u>	<u>Detail</u>
Eckberg Lammers	01/27/2014	12336	\$5,450.29	Legal Services	No	100-42005-520	\$819.41
Sprint	01/27/2014	12337	\$29.04	City Cell Phone	No	100-41204-300	\$1,150.00
Kline Bros Excavating	01/27/2014	12338	\$630.00	Road Maintenance	No	100-41205-300	\$2,707.00
Swanson Haskamp Consulting	01/27/2014	12339	\$2,489.00	Planning	No	100-41206-300	\$1,548.29
						801-49310-300	\$45.00
						100-43116-321	\$29.04
						100-43113-300	\$630.00
						100-41209-300	\$879.00
						865-49310-300	\$460.00
						870-49310-300	\$506.00
						871-49310-300	\$207.00
						872-49310-300	\$437.00
PERA	01/27/2014	12340	\$602.55	PERA	No	100-41102-120	\$323.59
						100-41113-100	\$278.96
IRS	01/27/2014	EFT45	\$1,079.91	December Payroll Taxes	No	100-41103-100	\$341.44
						100-41107-100	\$397.03
						100-41110-100	\$276.72
						100-41112-100	\$64.72

Total For Selected Checks

\$112,553.21

\$112,553.21



WASHINGTON CTY SHERIFF
 15015 62ND ST N
 PO BOX 3801
 STILLWATER MN 55082

<i>Invoice</i>	
Invoice Number:	77956
Account Number:	27164
Due Date	2/8/14
Amount Enclosed:	\$ _____
Federal Tax Id:41-6005919 <i>JA</i>	

To: GRANT CITY
 PO BOX 577
 WILLERNIE MN 55090

Please return top portion with payment. Thank You.

Invoice					
Date	Number	Type	Due Date	Remark	Amount
1/14/14	77956	Invoice	2/8/14	Jul-Dec 2013 Police Services	\$53,741.88
I declare under the penalties of law that this account claim or demand, is just and correct and no part of it has been paid. Please make check payable to Washington County and mail to the address above.					Invoice Total \$53,741.88
					Sales Tax
<i>Jenny Arbogast 1057-430-7844</i>					Balance Due \$53,741.88



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: *January 27, 2014*

Re: *Roadside Service Contracts*

New contracts are required for roadside services including brushing, tree trimming, and mowing. Three contractors currently complete this work and updated contracts are attached for Council review. These contracts include current contractor pricing and have been extended through 2016.

Below is the list of contractors with a summary of current and proposed pricing. The proposals are also attached for review.

Mike Perron:

Current Pricing:

Brushing and tree trimming:

- \$40.00/hour: Laborer with saws, brush cutter, clippers, and hand tools
- \$10.00/hour: Additional laborer

Mowing:

- \$50.00/hour: Tractor with city mower

Proposed Pricing:

Brushing and tree trimming:

- \$75.00/hour: Two laborers, materials, and equipment
- \$20.00/hour: Additional laborer

Mowing:

- No changes received

KEJ Enterprises:

Current Pricing:

Brushing and tree trimming:

- \$100.00/hour: Two laborers, truck, chipper
- \$50.00/hour: Bucket truck
- Extra disposal fees: Removal of fallen trees

Mowing:

- \$62.00/hour: Tractor with city mower

Proposed Pricing:

Brushing and tree trimming:

- \$100.00/hour: Two laborers, truck, chipper

Mowing:

- \$72/hour: KEJ Tractor/ Mower

David's Consulting:

Current Pricing:

- \$60.00/hour: Chipper, chain saw, laborer
- \$40.00/hour: Additional laborer
- \$60.00/hour: Bucket truck, chain saw, laborer
- \$85.00/hour: Bobcat with grapple, dump truck, one laborer
- \$85.0/hour: Stump grinding
- \$75.00/hour: Bobcat or tractor w/ brush mower

Proposed Pricing:

- No changes received.

Action: Discussion. If desired, authorize contract with Mike Perron, David's Consulting, and KEJ Enterprises.

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into as of the 3rd day of February, 2014, by and between the **CITY OF GRANT**, a Minnesota municipal corporation ("**GRANT**") and David's Consulting ("**CONTRACTOR**").

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b. CONTRACTOR will not qualify for any employee benefits that GRANT may now or hereafter provide to its employees including, without limitation, insurance, vacations, pension and profit sharing benefits, employee bonus programs, and the like; and

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

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GRANT:

CONTRACTOR:

CITY OF GRANT

By:
Its: Mayor

By:

ATTEST

By:
Its: City Clerk

EXHIBIT A

STATEMENT OF WORK

Roadside services as directed by the City.

EXHIBIT B
RATE SCHEDULE

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By:

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By:

ATTEST

By:

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EXHIBIT A

STATEMENT OF WORK

Roadside services as directed by the City.

EXHIBIT B
RATE SCHEDULE

----- Original Message -----

Subject:

Date: 2014-01-25 09:43

From: Michael Perron <mperront389@hotmail.com>

To: Grant City Clerk <clerk@cityofgrant.com>

Proposed Pricing Revisions

I would like to make a revision to my current pricing for the roadside brushing and tree trimming contract. I will provide the roadside brushing service utilizing my own tools, supplies, and fuel. My new rate will be \$75.00 an hour. This rate will include two people and the cost of wood chipping. If additional helpers are needed, their time will be charged at a rate of \$20.00 an hour. If any piles of brush are made, they will be chipped or hauled away in a timely manner. Please call with any questions or concerns.

Mike Perron

Sent from Windows Mail

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CITY OF GRANT

By:

Its: Mayor

By:

ATTEST

By:

Its: City Clerk

EXHIBIT A

STATEMENT OF WORK

Roadside services as directed by the City.

EXHIBIT B
RATE SCHEDULE

PROPOSAL

KEJ Enterprises

Ken Johnson

611 Florence Avenue
Mahtomedi, MN 55115
(651) 775-0843

TO:

City Of Grant
PO Box 577
Willemie, MN 55090
651-426-3383

We hereby submit specifications and estimates for:

Roadside brushing as per city's request:

Truck, chipper and 2 men: \$100.00 per hour

Roadside Ditch Mowing (KEJ Tractor/Mower) \$72.00 per hour

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Bills will be submitted monthly for payment.

Signature _____ City

Signature _____ Contractor

Date _____

STAFF REPORT

TO: Mayor and City Council Members **Date:** January 24, 2014

CC: Kim Points, Administrator/Clerk, Nick Vivian, City Attorney and Phil Olson, City Engineer **RE:** Proposed text amendment to Chapter 32 of the City of Grant Zoning Ordinance to allow Supper Clubs in the A2 zoning district with a Conditional Use Permit (CUP)

From: Jennifer Haskamp

SUMMARY

At the regular City Council meeting on January 7, 2014 the following staff report was presented for review and consideration by the Council regarding the Proposed Text Amendment to allow “Supper Clubs” with a Conditional Use Permit in the A-2 zoning district. Resulting from Council discussion and after hearing from the public, staff was directed to prepare some additional language related to performance standards regarding the proposed text amendment. The following staff report has been updated to include council’s direction and additions are identified by underlined and italics for ease of review.

BACKGROUND

City Council January 7, 2014

At the January council meeting a public hearing was opened and council discussion was held to consider the application made by Mr. Schmidt to amend Chapter 32 of the City Code to allow Supper Clubs within the A-2 zoning district with a Conditional Use Permit (CUP). After council discussion and public testimony taken, staff understood Council’s recommendations as follows:

- Amending the text to allow Supper Clubs in the A2 zoning district with a CUP would be acceptable provided additional description and/or standards are described for such use.
- Performance standards, including parcel size and access, should be tailored to both the A1 and A2 zoning district because the uses in these zoning districts are predominantly rural residential.
- Supper Clubs should be permitted within the General Business zoning district, regardless of lot size, provided other provisions of the ordinance can be met, because it is the most appropriate location for such uses.

January Staff Report

The Applicant, Ed Schmidt, attended the November and December City Council meetings and presented a concept plan to run and operate a business that would include: food, alcohol and banquet facilities; and recreational facilities such as softball, bocce ball, volleyball and miniature golf on the same site. Through the course of discussion at the concept reviews it was preliminarily determined by the Council that the proposed

use is somewhat of a hybrid of uses between a Country Club and Supper Club based upon the City's Ordinance. While Country Clubs are currently allowed with a CUP within the A2 zoning district; Supper Clubs are not a permitted use and therefore the proposed business does not appear to strictly adhere to the City's ordinances. As such, Mr. Schmidt has submitted an application for consideration by the council of amending the text to allow Supper Clubs within the A2 zoning district, thereby allowing him to subsequently make an application for a CUP that would address all of the uses proposed by his concept.

PROJECT SUMMARY

Applicant: Ed Schmidt	Request: Text amendment to Section 32-245 (c) Table of Uses; Change the Supper Club designation of "N" to "C" for the A-2 zoning district
Address: 11205 St Croix Trail N. <i>(proposed change would apply to all A2 zoned properties)</i>	Site size: 20.8 Acres

The Applicant has proposed to amend the City's Zoning Ordinance to allow Supper Clubs in the A2 zoning district with the issuance of Conditional Use Permit (CUP). The submitted application is attached for your review; and the following proposed changes are summarized for your consideration:

- Section 32-245 (c) Table of Uses. The table currently includes "Supper Club" and identifies it as "N" or not permitted in the A2, R1, and Conservancy zoning districts. The table identifies that "Supper Club" is permitted with a Conditional Use Permit ("C") within the A1 and General Business (GB) zoning districts. The applicant has proposed to change the designation under A2 to "C" which would allow the use with a Conditional Use Permit and public hearing consistent with the A1 zoning district.
- The Applicant is not proposing to change the current definition of Supper Club which is identified within section 32-1 Definitions. Based upon the submitted materials, Mr. Schmidt believes that the hybrid of a Country Club and Supper Club, with existing definitions would accommodate the proposed facility he would propose to operate.

ANALYSIS

Division 4, Section 32-116 of the City's Zoning Ordinance allows for amendments to the zoning chapter, if such request is initiated by the City Council, Planning Commission or by a resident's petition. The Applicant is a resident of the City and therefore has initiated the amendment for consideration. When considering the proposed amendment the Council should consider, at a minimum, the following:

1. Are the proposed changes consistent with the City's adopted Comprehensive Plan?
2. Are the proposed changes compatible with existing regulations and standards within the adopted zoning district?

3. Will the proposed changes have a negative impact on the health, safety and welfare of the community?
4. If the proposed changes are found to be consistent; are there additional considerations which should be addressed within the ordinance modifications?

Comprehensive Plan

The City's adopted comprehensive plan focuses on retaining the community's rural lifestyle and ensuring new uses are compatible with existing agricultural and rural residential uses. The City's adopted land use plan guides a significant portion of the parcels within the community as either A1 or A2, with the primary objective of retaining larger lot sizes and protecting existing neighborhoods and parcels. Originally the A1 parcels tended to be larger and are primarily located along the perimeter of the City, and tend to be located adjacent to County or State Roads. The A2 land use designation is similar to the A1 requiring larger lots, but generally tends to be located along City roads and tends to be slightly smaller lots. As currently adopted, Supper Clubs are permitted with a CUP within the A1 district, as these parcels tend to be better situated with proximity to infrastructure and larger lots. However, the proposed modification to allow Supper Clubs within the A2 land use designation could be consistent with the Comprehensive Plan's focus on rural lifestyle provided that the definition and supporting standards reinforce the focus on protection of large parcels and proper buffering between uses to protect rural residential enjoyment.

Consistency with Zoning

Section 32-243 defines the intent and purpose of the A-2 zoning district as,

"The A-2 districts provide rural low density housing in agricultural districts on lands not capable of supporting long-term, permanent commercial food production. A-2 district lot sizes will provide for marginal agriculture and hobby farming."

Currently, the described intent and purpose of the A-2 zoning district is not dissimilar to the A-1 zoning district which also seeks to protect and provide "rural lot density housing". Furthermore, the lot standards for minimum lot size, setbacks, and density is the same in both the A1 and A2 zoning districts. As previously stated, the A-1 zoning district currently allows a Supper Club with a Conditional Use Permit, where Supper Club is defined in Section 32-1 as:

"Supper club means a building with facilities for the preparation and serving of meals and where meals are regularly served at tables to the general public. The building must be of sufficient size and design to permit the serving of meals to not less than 50 guests at one time. Intoxicating liquors may be sold on-sale and live entertainment and/or dancing shall be permitted."

As stated within the ordinance, the Supper Club definition does not regulate a minimum lot size or any other significant performance standards beyond the number of guests. However, a Supper Club would be required to meet standards for off-street parking, signage, lighting, etc., in order to be in compliance with all other adopted ordinances as established within the City Code. The same standards would also be required if the Council were to consider allowing Supper Clubs with a CUP in the A2 zoning district.

At the January meeting the Council discussed providing additional performance standards that would apply to both the A1 and A2 zoning district and would regulate lot size and access, and apply to any future proposed Supper Club. (The discussion proposed to leave the General Business (GB) standards alone, as it was felt that the GB district is the most appropriate area for uses of this intensity.) As stated, currently the ordinance allows Supper Clubs with a CUP on properties zoned A1, and GB, and does not place any standards on lot size. If the performance standards, as recommended by Council, were to place a standard that all supper clubs within the A1 district must be located on parcels that are 20-acres or greater, the number of properties that could meet this standard would be significantly reduced. This would be further minimized by requiring all Supper Clubs to have their direct and only access from a County or State Road. By placing these regulations in place, the standard will become more restrictive, and would thus become more consistent with the stated purpose for the A1 zoning district.

Review of the Table of Uses also reveals that all business types of uses within the A1 and A2 district, when allowed, require a Conditional Use Permit. Further, the CUP process would require the applicant to submit a detailed site plan which would include parking, circulation, lighting, and general plans for site operations, among other things. Therefore, the request of the applicant to include the proposed use with issuance of a CUP is consistent with how other business uses are evaluated within the city – and reasonable conditions would seem to address some of the most obvious concerns that would be associated with a Supper Club.

Proposed Changes & Additional Considerations

The Applicant has proposed to simply modify the table of uses to allow Supper Clubs in the A2 zoning district with a Conditional Use Permit. The applicant did not offer any additional modifications, but suggested that the applicability (with respect to their request) would be to allow for the operation of the business as depicted within his Concept Plan which included recreational, food/beverage and banquet facilities.

Since there is an existing definition within the Ordinance, the Council must consider how allowing Supper Clubs – given the current definition – would affect all potential properties within the A2 zoning district. As indicated, the A2 properties tend to be located more centrally within the community and tend to be on smaller lots and located on local road.

Staff discussed the proposed changes at the staff meeting held in December, and would offer some additional considerations if the proposed modification is something that the Council wishes to consider:

- Providing additional requirements/modifications to the existing definition could be accomplished at the same time as this amendment, if desired. For example, the definition could be modified to restrict the lot size to a minimum of 15 or 20 acres, and have direct access to a County or State Road.
 - For example, if the minimum lot size was added to the Supper Club definition requiring a minimum of 20 acres with direct access to a County or State road approximately 80 +/- parcels would qualify. This represents approximately 3.4% of all total parcels in the community.
- Although there is a definition for Supper Club provided, there are no specific performance standards identified within the ordinance. If the Council is concerned about the use, there would be an

opportunity to add a new section 32-352 Supper Clubs to further clarify and define the standards expected from any new facility.

- Based upon the discussion and recommendation of the City Council at the January 7, 2014 meeting, draft text was prepared and is attached as Ordinance 2014-01. The draft language was structured similarly to other performance standards within the adopted Code of Ordinances.

PUBLIC HEARING

A public hearing was held at the January 7, 2014 City Council meeting, and continued to the February 3, 2014 meeting.

FINDINGS (draft)

The following draft findings are presented based upon the discussion held in January which indicated general support of the proposed amendment. Additional findings, or findings of denial, can be drafted based upon the public hearing and discussion in February.

- Amending the Zoning Ordinance to allow Supper Clubs in the A2 zoning district is consistent with the zoning ordinance which currently permits Supper Clubs on similarly situated and zoned properties within the City.
- Since the A1 and A2 zoning districts are similar in purpose and intent, Supper Clubs should be permitted in both zoning districts provided certain conditions of the definition and performance standards are met.
- Placing additional performance standards on Supper Clubs within the rural residential area of the community (A1 and A2 zoning districts) will ensure that there is adequate lot size and access to protect the enjoyment of adjacent rural residential neighborhoods and uses.
- Allowing Supper Clubs in the A1 and A2 zoning districts only on parcels greater than 20-acres will ensure that appropriate buffers, setbacks and conditions can be applied to protect adjacent rural residential parcels.
- Allowing Supper Clubs in the General Business (GB) zoning district regardless of lot size is appropriate as it is consistent with the stated purpose and intent of the GB zoning district, and the City would prefer more intense uses to be located in this zoning district.
- Requiring Supper Clubs, within the A1 and A2 zoning district, to be located on either a County or State Road will ensure adequate access and road infrastructure is available to serve the facility.
- All appropriate permits, and compliance with County and State regulations, shall be required for all facilities and operations.
- Adoption of specific performance standards will help protect existing neighborhoods, adjacent properties and the right to enjoyment of property.

RECOMMENDATIONS

Staff is seeking direction from the City Council to prepare a resolution of approval or denial with applicable findings.

Attachments: Applicant's Submittal

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



Phone: 651.426.3383
Fax: 651.429.1998
Email: clerk@cityofgrant.com

Application Date:	
Fee: \$100	Escrow: \$1000

COMPREHENSIVE PLAN OR ZONING AMENDMENT – (MAP OR TEXT)

It is the policy of the City of Grant that the enforcement, amendment, and administration of any components of the Zoning Ordinance be accomplished with due consideration of the recommendations contained in the City's Comprehensive Plan. Therefore, any Comprehensive Plan Amendment, or Zoning Amendment shall be considered for consistency among both documents.

LEGAL DESCRIPTION:	ZONING DISTRICT & COMP PLAN LAND USE: A2 LOT SIZE: 20.8
OWNER: Name: Edward Schmidt Address: 11205 St. Croix Trail N, City, State: Stillwater MN 55089 Phone: 612 889 9832 Email: edateks @ Comcast.net	APPLICANT (IF DIFFERENT THAN OWNER): Same
REQUESTED ACTION: <input type="checkbox"/> Map Amendment <input checked="" type="checkbox"/> Text Amendment <input type="checkbox"/> Map & Text Amendment	
If, MAP AMENDMENT, REQUEST TO REGUIDE LAND USE AND/OR ZONING FROM: _____ TO: _____ <i>*Please note that you will need to amend both the zoning and land use if a map change is requested</i>	
APPLICABLE ZONING CODE SECTION(S): Please review the following documents to assist with your request. 1. Grant Minnesota City Code 2. City Comprehensive Plan <i>To Allowed Sipper Clubs in A2</i>	

Submittal Materials

The following materials must be submitted with your application in order to be considered complete. If you have any questions or concerns regarding the necessary materials please contact the City Planner.

AP – Applicant check list, CS – City Staff check list

AP	CS	MATERIALS
<input type="checkbox"/>	<input type="checkbox"/>	Current Text or Map in Comprehensive Plan and/or Zoning Ordinance. The following must be included in your submittal: <ul style="list-style-type: none"> ▪ Chapter and Section Number ▪ Existing Text of the Section
<input type="checkbox"/>	<input type="checkbox"/>	Proposed Text and/or Map Changes: Submit your proposed changes to the text or Map, or both. Please make sure to consider how your changes affects different chapters in the plan or ordinance, and consider this when you submit your application. Make sure to address all areas that might be affected by your changes. (For example, a land use change might impact the traffic and transportation section, so make sure to address both chapters).
<input type="checkbox"/>	<input type="checkbox"/>	Written Narrative. Your description should include how you intend to use and/or benefit by the Comprehensive Plan of Zoning Ordinance Amendment and should include the following: <ul style="list-style-type: none"> ▪ Address how the proposed CPA or Zoning Amendment will affect adjacent properties. ▪ Does your proposed language affect any other section the Comp Plan or Zoning Ordinance? ▪ Does your proposed language affect density? Increase or decrease?

Application for: **COMPREHENSIVE PLAN OR ZONING AMENDMENT**
City of Grant

<input type="checkbox"/>	<input type="checkbox"/>	Any <i>graphic representations</i> of how the amendment(s) will benefit your property (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	Statement acknowledging that you have contacted the other governmental agencies such as Watershed Districts, County departments, State agencies, or others that may have authority over your request.
<input type="checkbox"/>	<input type="checkbox"/>	Mailing labels with names and addresses of property owners within 1,250 feet.
<input type="checkbox"/>	<input type="checkbox"/>	Paid Application Fee: \$100
<input type="checkbox"/>	<input type="checkbox"/>	Paid Escrow: \$1000

Review and Recommendation by the Planning Commission. The Planning Commission shall consider oral or written statements from the applicant, the public, City Staff, or its own members. It may question the applicant and may recommend approval, disapproval or table by motion the application. The Commission may impose necessary conditions and safeguards in conjunction with their recommendation.

Review and Decision by the City Council. The City Council shall review the application after the Planning Commission has made its recommendation. The City Council is the only body with the authority to make a final determination and either approve or deny the application.

***Please note that if your request is granted, it does not represent any specific project approvals related to your property. Additional applications and processes may be required to obtain your approvals if your amendment is approved.*

This application must be signed by ALL owners of the subject property or an explanation given why this not the case.

We, the undersigned, have read and understand the above.

Edward J. Schmidt
Signature of Applicant

12/4/13
Date

Signature of Applicant

Date

Signature of Owner

Date

October 21, 2013

To Whom It May Concern:

I am submitting the concept drawings of the proposed layout for the country club I am pursuing to build located on the northwest corner of Hwy 96 and Manning Avenue in City of Grant. *21 acres total*

The country club will have food, alcohol and a banquet facility available. The sporting events will include softball, bocce ball, volleyball and miniature golf.

The facility should not have a major impact on the city itself. Trees on the property will be relocated to provide adequate screening of noise and lighting. The outdoor events will be over by 10:00 p.m.

I have been in discussion with the county regarding an entrance/exit on Manning Avenue. I have also talked to neighbors Bob Grogen, Lyle Bertsloff, Harold McCann and they have no objections. *Invercort Robert OWENERS*

If you have any questions or need more information, feel free to contact me anytime.

Regards,

Ed Schmidt
Work: 651-439-1910
Mobile: 612-889-9832

Application for text Amendment

Dec 27, 2013

1. Current text.

A 32-1 Definitions 32-243 Districts Established &
32-245 table of uses

B Existing text: Supper Clubs designated as
CN = Not Permitted in A₂ zoning District

2 Proposed text

Proposed to allow Supper Clubs as "C = Conditional use
permit and public hearing" in A₂ zoning District

3 Written Narrative

I propose to allow Supper Clubs in A₂ District
See Attachment.

4 the amendment will benefit the property by
allowing a dual use consistent with Comprehensive plan
the changes will affect A₂ property to allow for similar use

5 Currently A₁ and A₂ are very similar so there
should be minimal impact of change.

Ed Schmidt

Received 12/27/13
- Kim Pints

CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA

ORDINANCE 2014-32

**An Ordinance Amending the Grant Code of Ordinances
Establishing Section 32-353 of Chapter 32, Zoning
Regarding Supper Clubs**

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

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

That City Code Chapter 32, Article I, Section 32-245, “Table of uses”, Item (c) is hereby AMENDED to AMEND the following:

USE (KEY) CC=Certificate of Compliance N=Not Permitted	Conservancy	Agricultural A1	Agricultural A2	Residential R1	General Business (GB)
Supper club.	N	C	C	N	C

SECTION 3. ESTABLISHMENT OF SECTION 32-352 OF ARTICLE IV, CHAPTER 32, ZONING, OF THE CITY’S CODE OF ORDINANCES.

That City Code Chapter 32, Zoning, Article IV, Division 1, Section 32-35 “**Supper Clubs**” is hereby ADDED as follows:

“Sec. 32-353. Supper Clubs.”

- (a) *Purpose and intent.* The purpose is to establish regulations and performance standards related to Supper Clubs to ensure compatibility of land uses within the City, and to protect existing rural residential neighborhoods and uses from incompatible and more intense uses.
- (b) *Permitted use.* The principal use of a property for a Supper Club is a permitted use within the A-1, A-2, and GB zoning districts with the issuance of a Conditional Use Permit.
- (c) *Performance standards.* A Supper Club must comply with all rules and regulations of the City’s ordinances, Federal, State, County, and local agencies and the following additional performance standards:

- 1) Proposed Supper Clubs in the GB, A1 and A2 zoning districts must adhere to the following standards:

- a. Adequate utilities, including sewage disposal, must be available on the site. The applicable portion of the building code shall determine the appropriate number of bathroom facilities required on a site, and any on-site sewage treatment facilities needed shall be installed under a permit issued by Washington County.
 - b. The Supper Club shall have its primary frontage on a County or State road, and such road shall be used for the exclusive and only access to the facility.
 - c. The Supper Club shall provide on-site parking sufficient to handle all patrons, deliveries, and employees. All standards for parking areas and sizing shall be consistent with those stated within the City's Code of Ordinance.
 - d. The Supper Club must comply with all rules and regulations of Federal, State, County and Local agencies.
 - e. The City may impose conditions related to landscaping, access, security, sanitary sewer, liability or other insurance requirements, and other conditions as necessary.
- 2) Properties located within the A1 and A2 zoning districts must meet the following standards:
- a. The Supper Club shall be 20 acres or greater, where lot size is defined consistently with Section 32-246 (c) 4 of this zoning ordinance.
 - b. The Supper Club shall be located at least 100 feet from any side lot line, and additional screening may be required as determined by the Council.

SECTION 4. SEVERABILITY.

In the event that court of competent jurisdiction adjudges any part of this ordinance to be invalid, such judgment shall not affect any other provisions of this ordinance not specifically included within that judgment.

SECTION 5. EFFECTIVE DATE.

This ordinance takes effect upon its adoption and publication according to law.

WHEREUPON, a vote, being taken upon a motion by Council member _____ and seconded by Council member _____, the following upon roll call:

Voting AYE:

Voting NAY:

Whereupon said Ordinance was declared passed adopted this ___ day of _____, 2014.

Thomas Carr, Mayor

Attest: Kim Points, City Clerk

**CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA**

RESOLUTION NO. 2014-05

A RESOLUTION OF THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA, PROVIDING FOR THE SUMMARY PUBLICATION OF ORDINANCE NO. 2014-32, AN ORDINANCE AMENDING THE GRANT CODE OF ORDINANCES

WHEREAS, On February 3, 2014, at the regular Grant City Council meeting, by majority vote, the City Council adopted Ordinance No. 2014-32, amending Chapter 32 of the City's Code of Ordinances to allow for Supper Clubs with a Conditional Use Permit in the A2 zoning district, and modifying standards for such use in the A1 zoning district; and

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

WHEREAS, the City Council for the City of Grant has determined that publication of the title and a summary of Ordinance No. 2014-32 would clearly inform the public of the intent and effect of the Ordinance; and

WHEREAS, the City Council for the City of Grant has reviewed the summary of Ordinance No. 2014-32 attached and incorporated herein as **Exhibit A**; and

WHEREAS, the City Council for the City of Grant has determined that the text of the summary clearly informs the public of the intent and effect of Ordinance No. 2014-32.

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

1. Approves the text of the summary of Ordinance No. 2014-32 attached as **Exhibit A**.
2. Directs the City Clerk to post a copy of the entire text of Ordinance No. 2014-32 in all public locations designated by the City Council.
3. Directs the City Clerk to publish the summary in the City's legal newspaper within ten days.
4. Directs the City Clerk to file the executed Ordinance upon the books and records of the City along with proof of publication.

Dated this 3rd day of February, 2014.

Tom Carr, Mayor

ATTEST:

Kim Points, City Clerk

Ordinance Summary

Ordinance No. 2014-32

AN ORDINANCE AMENDING CHAPTER 32 ZONING, OR THE CITY'S CODE OF ORDINANCES, TO ALLOW SUPPER CLUBS WITH A CONDITIONAL USE PERMIT IN THE A2 ZONING DISTRICT, AND PROVIDING PERFORMANCE STANDARDS FOR SUCH USE IN THE A1, A2 AND GB ZONING DISTRICTS FOR THE CITY OF GRANT, MINNESOTA

On February 3, 2014, the City of Grant adopted an ordinance amending Chapter 32 Zoning to allow Supper Clubs in the A2 zoning district with a Conditional Use Permit, and to add the article relating to Supper Clubs, which establishes performance standards within the A1, A2 and GB zoning district with a conditional use permit provided certain conditions are met.

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



Cities Must Comply with Background Check Requirements by 2015

Effective Jan. 1, 2015, a city will receive a sanction if a state audit finds it is not complying with minimum requirements for conducting local background checks.

(Published Jan 14, 2013)

State auditors have found that some cities and counties are not meeting requirements for conducting criminal background checks for employment and licensing. The state is giving two years to allow organizations time to comply with the requirements.

Since 2008, law enforcement agencies have been permitted to conduct Minnesota criminal history background checks for employment and licensing purposes if an ordinance had been enacted requiring that the background check be conducted.

The Bureau of Criminal Apprehension (BCA) worked with the League of Minnesota Cities (LMC) to identify specific requirements for an ordinance authorizing the checks. The League then created a Model Background Check Ordinance.

- **View the Model Background Check Ordinance (doc)** *(Link to:*

<http://www.lmc.org/media/document/1/modelbackgroundcheckordinance.doc>

However, Minnesota Justice Information Services (MNJIS) auditors conducting triennial audits are continuing to find cities and counties conducting criminal history background checks by authority of a resolution rather than an ordinance or whose ordinance does not meet the agreed on requirements.

Effective Jan. 1, 2015, a city or county using a resolution as the basis for a local background check or whose ordinance does not meet the minimum requirements established with the League will receive a sanction as part of the audit process. This includes the requirement to stop running local checks until an acceptable ordinance is in place. MNJIS is providing advance notice of this change to give cities and counties wishing to convert from a resolution to an ordinance or needing to update an ordinance ample time to do so.

If you run local checks based on a resolution

While both resolutions and ordinances have the same legal effect, ordinances must be published—providing public notice of its existence—while resolutions are kept as meeting minutes. Because of this and other issues, MNJIS management in 2012 determined that the BCA will only accept ordinances as the basis for Minnesota criminal history checks. This will ensure the public has notice when a criminal history check will be required.

If you run local checks based on an ordinance

In addition to finding resolution-based checks, MNJIS auditors have found ordinances that do not meet the minimum requirements established with LMC. Ordinances that do not meet the minimum requirements by Jan. 1, 2015, will also result in an audit sanction.

The Draft strategic plan for the Groundwater Management Plan

The presentation was structured with three speakers and then a question and answer session, January 8th 2014.

1. DNR Commissioner gave an overview of the Groundwater Management Plan (GWMP) process and a general rationale of the state authority and reasoning behind the program. The program goals are twofold, responsible use of the aquifer and protection from contamination. One of the most notable statements made was that new developments commercial or residential would be subject to efficiency standards in water use more stringent than current Federal toilet and water saving appliance features.
2. Jason Moeckel, DNR Division of Ecological and Water Resources spoke on the science behind the implementation while specifically stating this process was not being driven by White Bear lakes water level issues. The contamination portion of his reasoning was highlighted by one well in Park Rapids MN contaminated by nitrates. The use of aquifer issue was highlighted by the application of 840 new Agricultural permits for irrigation. The science behind the plan was weak at best at least as presented at this forum.
3. Paul Putzier, Project manager, DNR Division of Ecological and Water Resources spoke on the need for the implementation of the plan in more general terms. He did make several points on the limiting factor of aquifers and suburban growth. Mr. Putzier also made some very general comments regarding the risks to the aquifer again referring to contamination and overuse. Notable was the statistic that only 5-8% of aquifer draw is attributable to domestic wells.

Elected officials attending the meeting were; Councilmen, Bohnen and Huber

The meeting was also attended by Mr. Lanoux, member of the Grant Charter Commission. Mayors Bufford and Parent of Dellwood and Willernie respectively also attended.

Question and Answer session was begun by Mr. Lanoux's question as to why the DNR had not considered running two twelve inch pressurized water lines from the St. Croix river west up the old rail bed of the Zephyr tracks as the land is owned by the DNR and using this water to refill White Bear lake. Mr. Lanoux also stated that Grant golf courses and Grant large agricultural users could be charged by the DNR for this water as well. Mr. Lanoux also brought up the suggestion during the public comment section of the RWSCC cable commission meeting January 9th 2014.

Most other questions were more legally oriented and concerned water rights and ownership of aquifer, mineral rights and the possible application of western state type water law.

The City of Grant in my opinion should remain cautiously vigilant towards any attempt to remove local authority from development or domestic well use as septic systems recharge aquifers at a very high rate to water pumped.

Jeff Huber, January 2014

City Council Report for January 2014

To: Honorable mayor & City Council Members

From: Jack Kramer Building & Code Enforcement Official

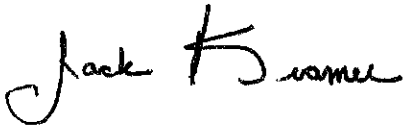
Zoning Enforcement:

No New violations noted.

Building Permit Activity:

1. Three (3) Building Permits were issued with a total valuation of \$ 13,300.00.

Respectfully submitted,

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

Jack Kramer

Building & Code Enforcement Official

Grant Master Form										
Permit	Permit Type	Name	Project Address	Date Issued	Valuation:	City Fee:	75%	Plan CK Fe	Surcharge	Paid
2014-1	Windows	Tronrud	9995 Justen Trl. N.	1/9/2014	\$ 2,000.00	\$ 69.25	\$ 51.93	\$ -	\$ 1.00	
2014-2	Chimney	Molenda	11160 Manning Trl. N.	1/10/2014	\$ 11,300.00	\$ 209.25	\$ 209.25	\$ 136.01	\$ 5.65	
2014-3	HVAC Permit	Reis	6220 Kelvin ave. N.	1/15/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00	
Monthly total					\$ 13,300.00	\$ 358.50	\$ 321.18	\$ 136.01	\$ 11.65	
Permit	Permit Type	Name	Project Address	Date Issued	Valuation:	City Fee:	75%	Plan CK Fe	Surcharge	Paid



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: January 27, 2013

Re: February Staff Report: Engineering

Items included in the staff report are intended to provide the Council with a status update on non-agenda engineering items. These items do not require any discussion or action at the City Council Meeting and are included for information only.

- I. **Gateway State Trail – Underpass at CSAH 9/Jamaca Avenue: Letter of Support**
Washington County notified Grant that they will be submitting a Transportation Alternative Application (TAP) application for a grade separated crossing of the Gateway Trail. The county requested City support for the underpass. Based on Council feedback, a letter of support was drafted and sent to Washington County. The letter of support is attached.
- II. **Washington County Groundwater Plan Draft 2014 – 2024: Review Comments**
Washington County requested comments on their groundwater plan by January 24, 2014. A memorandum of comments provided to the County is attached.

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



Memorandum

To: Jessica L. Collin-Pilarski, Washington County Dept of Public Health and Environment
From: Phil Olson, WSB & Associates, Inc. (Grant City Engineer)
Date: November 27, 2013
Re: Washington County Groundwater Plan: Review Comments

We have reviewed the Washington County Groundwater Plan 2014-2024 Draft and offer the following comments:

Chapter 3 – Groundwater Supply

Section 3.2 Strategies (p. 36) (Strategies identified include develop a county wide groundwater information database, develop tiered approach alert systems for aquifer levels, analyze the DNR observation well data, develop an annual forum for the DNR and the Metropolitan Council to share and update the Washington county Water Consortium with groundwater supply information, and develop a county wide water conservation plan.)

- In general, several of these strategies seem like an overreach by the county and duplication of the efforts that will be completed by other agencies, particularly the DNR, WMOs, Met Council, and PWS themselves. Does the County have authority to act on these strategies? Will this create additional reporting requirements for PWS?

Section 3.2 Strategies, p. 36, item 2 - “Using the information from the groundwater information database, develop a tiered approach alert system for aquifer levels.”

- Provide more explanation on who will develop the tiered system for aquifer levels and what they will be based upon. Communication with and input from the PWS will be important during the development of this system as well as establishing a groundwater monitoring program that will provide the technical information that can be used to evaluate well or well field specific aquifer level criteria.

Section 3.2 Strategies, p. 36, item 3 – “Analyze the DNR observation well data to determine which wells closely follow patterns of precipitation, high capacity pumping, or a combination of both.”

- We recommend evaluating the network of DNR observation well data to make sure it can meet the above objective. For example, evaluate the locations and depths of the DNR observation wells to ensure they can adequately provide the data needed to differentiate between different PWS and their well fields. If inadequate, develop a network of well(s) monitoring plan to obtain data that can be used to help identify periods of pumping from individual wells and different PWS.

Section 3.2 Strategies Item 5 c.(p. 36/37) – “Collaborate with state permitting agencies to require beneficial use of remediated groundwater and not allow direct discharge of treated groundwater to a surface water.”

- **We recommend evaluating each case separately in terms of economics and beneficial use. Remediated groundwater seems like a de minimis use so rather than requiring a beneficial uses, view it in a sustainable fashion that considers aquifer levels, health, economics, etc.**

Chapter 4 Groundwater and Surface Water Interaction

Section 4.2 Strategies, item 4 (p. 42) “Build on previous groundwater and surface water studies, along with other available data, to inventory and rank groundwater recharge areas (including wetlands, lakes, streams, and fields) in the county. Include contamination potential, and distance to bedrock as part of the ranking criteria.”

- **How will this be different from The County geologic atlas, Part B, particularly mapping and identifying “contamination potential”?**

Chapter 5 Source Water and Wellhead Protection

Section 5.2 Strategies, item 1 (p. 47) “The county will assist in the development and implementation of source water protection and wellhead protection activities. When requested the county will facilitate wellhead protection steering committees when protection areas cross jurisdictional boundaries.”

- **This appears to be a role for the MDH, since wellhead protection is under the jurisdiction of the MDH. Please explain the anticipated county and MDHs roles in more detail**

Chapter 7 Nutrients, Pesticides, & Road Salt

Section 7.2 General Nutrient Strategies, item 1 (p. 58) “Develop and implement an education program directed at homeowners outlining proper use and disposal of lawn and garden chemicals, salt usage and storage, and management of pet waste....”

- **We recommend adding a provision to provide results from new nitrate studies to any PWS where known concerns lie within in a DWSMA.**

Section 7.2 General Nutrient Strategies, items 3 and 5 (p.58) “3. Continue to operate and promote a resident private well testing program. 5. Develop a program that identifies long term monitoring stations for nitrates and pesticides. Analyze data for trends in levels of these contaminants.”

- **We recommend that PWS wells be included in the monitoring station network.**

Section 7.4 Agricultural Nutrients – Animal Waste Management (p. 59) (Complete an inventory, promote implementation of on-the-ground BMPs and develop an education al plan)

- **We recommend that the county work with MDH and the PWS that have a WHP Plan, and identify farms of concern that line within vulnerable portions of a PWS’s DWSMAs.**

Section 7.5 Agricultural Nutrients – Non-Animal Waste Management (p.60) (inventories, BMPs and educational programs)

- **We recommend that the county work with MDH and the PWS that have a WHP Plan, and identify areas of concern that line within vulnerable portions of a PWS’s DWSMAs.**

Chapter 10 Land Spreading for Beneficial Use

Section 10.2 Strategies, item 2 (p. 68) “This plan recommends the county prohibit the land spreading of septage until such time that sufficient research and best management practices have been established by either the EPA or the MPCA to ensure that public health and safety are not compromised.”

- **If septage spreading is prohibited where will it go?**

Section 10.2 Strategies, item 3 (p.68) “If the county decides to allow land application of septic waste this plan recommends the county develop and implement a rigorous regulatory program to ensure the process is done safely and protective of county surface and groundwater. Include in the regulatory program the requirement to notify WMOs, WCD, and LGUs so that citizen inquiries can be addressed. Also, require the land spreader monitor any impacts to surface and groundwater.”

- **The County plan should include notifying PWS of septage spreading with the community’s limits and assist in disallowing septage spreading within a PWS’s DWSMA that is designated vulnerable.**

Chapter 13 Landfills

Section 13.1 Strategies (p. 75)

- **The “Strategies” heading should be “13.2”, not “13.1”**