

**City of Grant
City Council Agenda
August 5, 2014**

The regular monthly meeting of the Grant City Council will be called to order at 7:00 o'clock p.m. on Tuesday, August 5, 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. Bill List, \$51,817.59**
 - B. Envirotech, Dust Control, \$40, 867.03**
 - C. M.J. Raleigh Trucking, Road Maintenance, \$23,474.40**
 - D. Kline Bros. Excavating, Road Maintenance, \$22,110.00**
 - E. CliftonLarsonAllen, 2013 Audit Services, \$9,500.00**
 - F. Resolution No. 2014-16, Jasmine Meadows**
 - G. Resolution No. 2014-20, 2014 Election Judges**
 - H. Resolution No. 2014-21, Manning Court Agreement**
- 5. CONCEPT PLAN REVIEW, JOE MARKIE, 10000 LANSING AVENUE MAJOR SUBDIVISION**
- 6. STAFF AGENDA ITEMS**
 - A. City Engineer, Phil Olson**
 - i. Consideration of Quote for Keswick and Hwy 96 Improvement**
 - ii. Consideration of 2014 Sealcoat Bids**
 - iii. 2014 Road Referendum**
 - B. City Planner, Jennifer Haskamp**
 - i. Consideration of Resolution No. 2014-17, Lucius Ice Arena Conditional Use Permit, 6990 117th Street**
 - C. City Attorney, Nick Vivian**
 - i. Consideration of Jasmine Meadows Development Agreement**
 - ii. 2014 CUP Review Overview**
 - iii. Jasmine Avenue Refund**
- 7. NEW BUSINESS**

A. July 1, 2014 City Council Meeting Minutes (Council Member Huber abstain)

8. UNFINISHED BUSINESS

9. DISCUSSION ITEMS

A. City Council Reports (any updates from Council)

B. Staff Updates

10. COMMUNITY CALENDAR AUGUST 6 THROUGH AUGUST 31, 2014:

Primary Election, Tuesday, August 12, 2014, Woodbury Lutheran Church Oak Hill Campus

Mahtomedi Public Schools Board Meeting, Thursday, August 14th, 2014, Mahtomedi District Education Center, 7:00 p.m.

Stillwater Public Schools Board Meeting, Thursday, August 14th and 28th, 2014, Stillwater City Hall, 7:00 p.m.

Charter Commission Meeting, Thursday, August 21th, 2014, Mahtomedi City Hall, 7:00 p.m.

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

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. _____

After Public Comment is taken, the City will adjourn to a closed meeting for the following:

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

Sederstrom v City of Grant et al

12. ADJOURNMENT

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.

Date range: 07/01/2014 to 07/29/2014

<u>Vendor</u>	<u>Date</u>	<u>Check #</u>	<u>Total</u>	<u>Description</u>	<u>Void</u>	<u>Account #</u>	<u>Detail</u>
Beissel Windows	07/01/2014	12469	\$2,993.00	Town Hall Window Replacement/1st half	No	100-43002-300	\$2,993.00
Payroll Period Ending 07/31/2014	07/24/2014	12470	\$3,262.64		No	100-41101-100	\$3,262.64
Lyle Signs, Inc.	07/28/2014	12471	\$38.59	Sign Replacement	No	100-43110-330	\$38.59
Xcel Energy	07/28/2014	12472	\$460.04	Utilities	No	100-43004-381 100-43010-381 100-43117-381	\$53.37 \$366.06 \$40.61
Smith Appraisal Service	07/28/2014	12473	\$3,712.20	Monthly Assessment Services June/July	No	100-41208-300	\$3,712.20
CliftonLarsonAllen	07/28/2014	12474	\$9,500.00	Inv#875177	No	100-41201-301	\$9,500.00
Envirotech Services	07/28/2014	12475	\$40,867.03	Dust Control	No	100-43107-210	\$40,867.03
Bryan Rock	07/28/2014	12476	\$542.63	Gravel	No	100-43106-330	\$542.63
M.J. Raleigh Trucking	07/28/2014	12477	\$23,069.90	Gravel	No	100-43106-210	\$23,069.90
AirFresh Industries	07/28/2014	12478	\$125.00	PortaPot #17369	No	100-43007-210	\$125.00
Brochman Blacktopping Co.	07/28/2014	12479	\$5,641.00	Roads/Pothole Repair	No	100-43109-300	\$5,641.00
CenturyLink	07/28/2014	12480	\$160.14	City Phone	No	100-41309-321	\$160.14
Waste Management	07/28/2014	12481	\$4,347.38	Recycling	No	100-43011-384	\$4,347.38
Graphic Resources	07/28/2014	12482	\$1,144.33	Spring Newsletter	No	100-41307-350	\$1,144.33
Press Publications	07/28/2014	12483	\$279.72	Legals	No	100-41303-351 100-41308-351 867-49310-351 882-49310-351	\$90.00 \$118.14 \$28.14 \$43.44
Ken Ronnan	07/28/2014	12484	\$80.00	Video Tech Services	No	100-41318-300	\$80.00
WSB & Associates	07/28/2014	12485	\$2,217.25	Engineering	No	100-41203-300 878-49310-300 879-49310-300 882-49310-300	\$1,991.25 \$56.50 \$113.00 \$56.50
Eckberg Lammers	07/28/2014	12486	\$5,876.69	Legal Services	No	100-41204-300 100-41205-300 100-41206-300	\$3,669.37 \$360.00 \$1,543.32

Vendor	Date	Check #	Total	Description	Void	Account #	Detail
Petty Cash	07/28/2014	12487	\$200.00	Petty Cash	No	872-49310-300 879-49310-300	\$256.00 \$48.00
Petty Cash	07/28/2014	12488	\$200.00	Election Expense	No	100-41310-210 100-41313-210	\$100.00 \$100.00
Dennis Heuer	07/28/2014	12489	\$565.00	Ballfield Maintenance/Mowing/Tax Jul- Aug	No	100-41303-210	\$200.00
Crox Valley Inspector	07/28/2014	12490	\$7,361.54	Building Inspector	No	100-43006-300 100-43009-300	\$260.00 \$305.00
Sprint	07/28/2014	12491	\$24.98	City Cell Phone	No	100-42004-300	\$7,361.54
Mary & Don Olmstead	07/28/2014	12492	\$2,758.00	Escrow Refund	No	100-43116-321	\$24.98
IRS	07/28/2014	12493	\$1,079.91	Payroll Taxes	No	880-49310-300	\$2,758.00
PERA	07/28/2014	12494	\$602.55	PERA	No	100-41103-100 100-41107-100 100-41110-100 100-41112-100	\$341.44 \$397.03 \$276.72 \$64.72
Mike Perron	07/28/2014	12495	\$3,542.50	Tree Removal	No	100-41102-120 100-41113-100	\$323.59 \$278.96
Kline Bros Excavating	07/28/2014	12496	\$22,110.00	Road Maintenance	No	100-43114-300	\$3,542.50
Swanson Haskamp Consulting	07/28/2014	12497	\$3,457.00	Planning	No	100-43101-300 100-43106-300 100-43108-300 100-43109-300 100-43111-224 100-43114-300 100-43126-300 100-43127-300	\$6,852.50 \$750.00 \$1,295.00 \$2,600.00 \$6,290.00 \$150.00 \$1,772.50 \$2,400.00
Crown Castle	07/29/2014	12498	\$532.00	Escrow Refund	No	100-41209-300 867-49310-300	\$1,594.00 \$230.00
Crown Castle	07/29/2014	12499	\$463.00	Escrow Refund	No	872-49310-300 882-49310-300 885-49310-300	\$15.00 \$805.00 \$713.00
Sure Site	07/29/2014	12500	\$555.00	Escrow Refund	No	860-49310-300 875-49310-300 876-49310-300	\$532.00 \$463.00 \$555.00
Total For Selected Checks			\$147,769.02				\$147,769.02



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

Collective Invoice

ORIGINAL

Invoice Date 07/10/2014
 Invoice Number CD201417631
 Customer Number 13555

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

Due Date
 07/25/2014
 Terms of Payment
 15 Days Net

Order Number D8281 Your Reference Steve Bohnen 612-720-7492 Customer City of Grant

Purchase Order Number

NEEDS IFS

DO #	Pos	Part No	Taxabl	Sales	Quantity	Unit	Sale	Unit	Price	Disc.	%	Discount	Net	Amount
Receipt Ref:	Description		Price	Quantity	Unit					Tax %			USD	
312412	1	1010-APP		4,385.00	gal		0.9170			0%		0.00	4,021.05	
5359		Calcium Chloride 38% - Applied		4,385.00	gal					%				
312413	1	1010-APP		4,325.00	gal		0.9170			0%		0.00	3,966.03	
5351		Calcium Chloride 38% - Applied		4,325.00	gal					%				
312414	1	1010-APP		4,516.00	gal		0.9170			0%		0.00	4,141.17	
r4254		Calcium Chloride 38% - Applied		4,516.00	gal					%				
312415	1	1010-APP		4,499.00	gal		0.9170			0%		0.00	4,125.58	
r4263		Calcium Chloride 38% - Applied		4,499.00	gal					%				
312416	1	1010-APP		4,407.00	gal		0.9170			0%		0.00	4,041.22	
r4271		Calcium Chloride 38% - Applied		4,407.00	gal					%				
312417	1	1010-APP		3,350.00	gal		0.9170			0%		0.00	3,071.95	
417		Calcium Chloride 38% - Applied		3,350.00	gal					%				
312418	1	1010-APP		4,570.00	gal		0.9170			0%		0.00	4,190.69	
r4297		Calcium Chloride 38% - Applied		4,570.00	gal					%				

Invoice No: CD201417631
 Due Date: 07/25/2014
 Total Invoice: 40,867.03

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 07/10/2014
 Invoice Number CD201417631
 Customer Number 13555

DO #	Pos	Part No	Taxabl	Sales	Quantity	Unit	Sale	Unit	Price	Disc.	%	Discount	Net
Receipt Ref:	Description		Price	Quantity	Unit					Tax %	Amount	USD	
312419	1	1010-APP		4,582.00	gal		0.9170			0%	0.00	4,201.69	
r4293	Calcium Chloride 38% - Applied			4,582.00	gal					%			
312420	1	1010-APP		4,504.00	gal		0.9170			0%	0.00	4,130.17	
r4294	Calcium Chloride 38% - Applied			4,504.00	gal					%			
315190	1	1010-APP		4,378.00	gal		0.9170			0%	0.00	4,014.63	
r4301	Calcium Chloride 38% - Applied			4,378.00	gal					%			
315192	1	1010-APP		1,050.00	gal		0.9170			0%	0.00	962.85	
r4303	Calcium Chloride 38% - Applied			1,050.00	gal					%			

Order Sub Total Amount	40,867.03
Order Total Exclusive Tax	40,867.03
Tax	0.00
Order Total	40,867.03
Sub Total Amount	40,867.03
Total Exclusive Tax	40,867.03
Total Tax	0.00
Invoice Amount to Pay	40,867.03

Invoice No: CD201417631
 Due Date: 07/25/2014
 Total Invoice: 40,867.03

Past due invoices accrue finance charges at 1.5% per month

M.J. RALEIGH TRUCKING INC.
P.O. BOX 261
STILLWATER, MN 55082-0261
(651)-439-1488

STATEMENT
CLOSING DATE

thru 6/30/2014

CITY of GRANT
111 WILDWOOD ROAD
WILLERNIE, MN

55090

Cust. # 730

Invoice Date	Ref Number	Reference	Mat. Qnty.	Unit Price	Haul/ Service	Sales Tax	Charges/ Credits
6/1/2014		BALANCE FORWARD		\$0.00		\$0.00	\$404.50
		SUBTOTAL	0.00		SUBTOTAL		<u>\$404.50</u>

7/2/2014	REPORT	C-5M/PLACED	2540.35 TON	\$9.00		\$0.00	\$22,863.15
		SUBTOTAL	2540.35		SUBTOTAL		<u>\$22,863.15</u>

Exempt

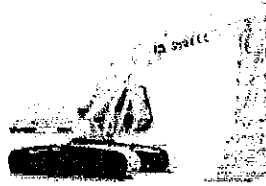
6/23/2014	REPORT	C-5R/PICKED UP	38.60 TON	\$5.00		\$13.75	\$206.75
		SUBTOTAL	38.60		SUBTOTAL		<u>\$206.75</u>

MN SALES TAX INCLUDED IN UNIT PRICE
WHERE APPLICABLE

WASH. CO. GRAVEL TAX INCLUDED
IN UNIT PRICE WHERE APPLICABLE

BALANCE DUE **\$23,474.40**

KLINE BROS EXCAVATING
 8996 110th St N
 STILLWATER, MN 55082



Invoice

DATE	INVOICE #
7/25/14	2334

BILL TO	JOB ADDRESS
GITY OF GRANT 111 WILDWOOD RD WILLERNIE, MN 55090	ROAD GRADING 100-43101

DUE DATE
8/4/14

DESCRIPTION	QTY	UNIT COST	AMOUNT
6-20-14 770B	3	75.00	225.00
6-24-14 770B	3.25	75.00	243.75
6-24-14 740A	5	75.00	375.00
6-27-14 770B	6	75.00	450.00
6-27-14 740A	6	75.00	450.00
6-29-14 770B	5	75.00	375.00
6-29-14 740A	6.5	75.00	487.50
6-30-14 770B	6	75.00	450.00
6-30-14 740A	9	75.00	675.00
7-01-14 770B	10	75.00	750.00
7-01-14 740A	7	75.00	525.00
7-02-14 770B	3	75.00	225.00
7-02-14 740A	3	75.00	225.00
7-22-14 770B	5.75	75.00	431.25
7-22-14 740A	5	75.00	375.00
6-25-14 1845C (PUT CLEAR ROCK ON JASMINE WHERE WATER IS CROSSING THE ROAD)	2	85.00	170.00
6-25-14 T-600 TRUCK & TRAILER	1	75.00	75.00
7-15-14 1845C (CLEAR WATER & MUDD FROM HUGE POTHOLES ON 68TH ST AND LEVEL C-5)	3	85.00	255.00
7-15-14 LABOR (PICK ROCKS AND FLAG MAN)	2	45.00	90.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONHTLY SERV CHARGE	Total		6,852.50

KLINE BROS EXCAVATING
 8996 110th St N
 STILLWATER, MN 55082



Invoice

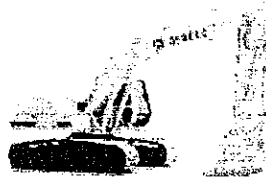
DATE	INVOICE #
7/25/14	2339

BILL TO	JOB ADDRESS
CITY OF GRANT 111 WILDWOOD RD WILLERNIE, MN 55090	DITCHWORK 100-43126

DUE DATE
8/4/14

DESCRIPTION	QTY	UNIT COST	AMOUNT
7-21-14 CLEAN OUT DITCH ON INWOOD AVE N AND END OF DRAINAGE SWALE THAT WAS FILLED IN BY RUSTED OUT CULVERT LETTING C-5 GO INTO IT			0.00
1845C	3.5	85.00	297.50
9010	3.5	100.00	350.00
LNT9000	3.5	75.00	262.50
T600	3.5	75.00	262.50
7-18 & 7-25-14 PULL OUT STEEL POSTS AT THE END OF HERON AVE N. POSTS WITH LARGE CONCRETE FOOTINGS COULDN'T GO INTO DUMP TRUCK. HAD TO BE HAULED AWAY ON DIFFERENT TRAILER. FILL IN HOLES.			600.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE			
Total			1,772.50

KLINE BROS EXCAVATING
 8996 110th St N
 STILLWATER, MN 55082



Invoice

DATE	INVOICE #
7/25/14	2338

BILL TO	JOB ADDRESS
CITY OF GRANT 111 WILDWOOD RD WILLERNIE, MN 55090	ROAD SHOULDERING 100-43108

DUE DATE
8/4/14

DESCRIPTION	QTY	UNIT COST	AMOUNT
7-10 & 7-15-14 REMOVE HIGH SHOULDERS OFF KIMBRO AVE CT N AND HAUL AWAY 1845C	7	85.00	595.00
LNT9000 LOADS OF DEBRIS HAULED AWAY	3	100.00	300.00
T600 LOADS OF DEBRIS HAULED AWAY	4	100.00	400.00
			0.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE	Total		1,295.00

KLINE BROS EXCAVATING
 8996 110th St N
 STILLWATER, MN 55082



Invoice

DATE	INVOICE #
7/25/14	2335

BILL TO	JOB ADDRESS
CITY OF GRANT 111 WILDWOOD RD WILLERNIE, MN 55090	CULVERT WORK 100-43111

DUE DATE
8/4/14

DESCRIPTION	QTY	UNIT COST	AMOUNT
6-23-14 1845C FILL IN OVER CULVERTS WHERE ROAD WAS WASHING OUT ON HADLEY	5	85.00	425.00
6-23-14 E70 HADLEY CULVERTS	5	90.00	450.00
6-25-14 LNT9000 HAUL CLEAR LIMEROCK FOR JASMINE AND TO HADLEY TO FILL INLET HOLE	5	75.00	375.00
6-25-14 GO INTO WATER WITH HIP WADERS AND PLACE FABRIC & ROCK OVER INLET HOLE TO SLOW ROAD FROM WASHING OUT	2	45.00	90.00
6-25-14 HAUL 3 LOADS C-5 FOR HADLEY	3	75.00	225.00
6-26-14 LNT9000 HAUL RIP RAP AND DUMP AROUND CULVERT AS WE REMOVE SUNKEN ASPHALT	5	75.00	375.00
6-26-14 E70 DIG SUNKEN ASPHALT OFF CULVERTS AND PLACE RIP RAP TO STABILIZE ROAD	4	90.00	360.00
6-26-14 1845C DIG OFF C-5, FILL IN RIP RAP, COVER CULVERTS	4	85.00	340.00
6-26-14 T600 HUAL AWAY BIG ASPHALT CHUNKS	1	150.00	150.00
7-21-14 REPLACE 18" X 40' WITH CULVERT WITH APRONS ON INWOOD AVE N			3,500.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE	Total		6,290.00

KLINE BROS EXCAVATING
 8996 110th St N
 STILLWATER, MN 55082



Invoice

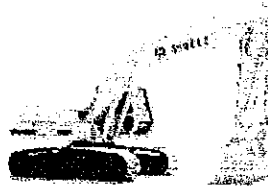
DATE	INVOICE #
7/25/14	2336

BILL TO	JOB ADDRESS
CITY OF GRANT 111 WILDWOOD RD WILLERNIE, MN 55090	GRAVEL RECLAIMING 100-43127

DUE DATE
8/4/14

DESCRIPTION	QTY	UNIT COST	AMOUNT
7-10 & 7-11-14 TEAR OUT ASPHALT AND REPLACE WITH C-5 ON KIMBRO AVE CT N	4,800	0.50	2,400.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE			Total 2,400.00

KLINE BROS EXCAVATING
 8996 110th St N
 STILLWATER, MN 55082



Invoice

DATE	INVOICE #
7/25/14	2337

BILL TO	JOB ADDRESS
CITY OF GRANT 111 WILDWOOD RD WILLERNIE, MN 55090	POTHOLE REPAIRS 100-43109

DUE DATE
8/4/14

DESCRIPTION	QTY	UNIT COST	AMOUNT
7-14-14 TEAR OUT ASPHALT AND REPLACE WITH C-5 ON KIMBRO AVE CT N	5,200	0.50	2,600.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE			Total 2,600.00

KLINE BROS EXCAVATING
 8996 110th St N
 STILLWATER, MN 55082



Invoice

DATE	INVOICE #
7/25/14	2340

BILL TO	JOB ADDRESS
CITY OF GRANT 111 WILDWOOD RD WILLERNIE, MN 55090	GRAVEL 100-43106

DUE DATE
8/4/14

DESCRIPTION	QTY	UNIT COST	AMOUNT
7-15-14 LOADS OF C-5 HAULED FOR 68TH ST W	2	75.00	150.00
7-22,23,24-14 550G LEVEL C-5 HAULED BY RALEIGH TO BUILD UP 68TH ST W (2 HRS EACH DAY)	6	100.00	600.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE			Total
			750.00

KLINE BROS EXCAVATING
 8996 110th St N
 STILLWATER, MN 55082



Invoice

DATE	INVOICE #
7/25/14	2341

BILL TO	JOB ADDRESS
CITY OF GRANT 111 WILDWOOD RD WILLERNIE, MN 55090	ROAD BRUSHING 100-43114

DUE DATE
8/4/14

DESCRIPTION	QTY	UNIT COST	AMOUNT
7-21-14 LOADS OF BRUSH HAULED FROM INWOOD AVE N DITCH	1	150.00	150.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE			
Total			150.00



Direct Billing Inquiries to:

CliftonLarsonAllen LLP
220 South Sixth Street
Suite 300
Minneapolis, MN 55402-1436
(612) 376-4500

City Clerk
City of Grant
111 Wildwood Road
P.O. Box 577
Wilernie, MN 55090

Account Number 053-121837
Invoice Date 6/30/2014
Invoice # 875177

Final billing on the audit of the City for the year ended December 31, 2013 \$ 9,500.00

Invoice Total \$ 9,500.00

We Appreciate Your Business and Referrals

Payment is due upon receipt.

CliftonLarsonAllen LLP 220 South Sixth Street Suite 300 Minneapolis, MN 55402 612-376-4500

Please detach and remit payment to the address below using the enclosed envelope.

CliftonLarsonAllen LLP
220 South Sixth Street
Suite 300
Minneapolis, MN 55402
612-376-4500 Telephone
612-376-4850 Fax

Amount Remitted \$ _____
Account Number 053-121837
Invoice Number 875177

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2014-16**

**RESOLUTION APPROVING A PRELIMINARY PLAT FOR JASMINE HILLS,
GENERALLY LOCATED AT JASMINE AVENUE AND 66TH STREET N, GRANT, MN**

WHEREAS, Jasmine Meadows, LLC (“Applicant”) has submitted an application for a Preliminary Plat to subdivide the property located generally east of the Jasmine Avenue and 66th Street North intersection in the City of Grant, Minnesota; and

WHEREAS, the proposed subdivision is located on a parcel approximately 74 acres in size identified by Washington County records as Property Identification Number 3403021210001; and

WHEREAS, the proposed subdivision will divide the property into seven (7) residential lots ranging in size from approximately 5 acres to 25 acres; and

WHEREAS, the division will not alter the existing parcel boundaries identified as Exceptions on the attached preliminary plat; and

WHEREAS, the City Council has considered the Applicant’s request at a duly noticed Public Hearing which took place on July 1, 2014, and made subsequent recommendations.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA, that it does hereby approve the request of Jasmine Meadows, LLC for a Preliminary Plat, based upon the following findings pursuant to Section 30-59 of the City’s Subdivision Ordinance which provides that a Preliminary Plat may be granted with conditions as the City Council “deems necessary to protect the health, safety, morals, comfort, convenience and general welfare of the city.” The City Council’s Findings relating to the standards are as follows:

- The Jasmine Hills Preliminary Plat conforms to the city’s comprehensive plan, which guides property within the A2 land use designation at densities of no more than 1 unit per 10 acres.

- The Proposed Preliminary Plat is located within the A2 zoning district and the lots created in the Jasmine Hills subdivision meet the City's standards as described within Section 32-246.
- The subdivision will not be detrimental to or endanger the public health, safety or general welfare of the city, its residents, or the existing neighborhood provided the conditions of the Preliminary Plat are met.
- The subdivision will not create any additional requirements, above those required for similarly situated and divided lands, for facilities and services at public cost beyond the city's normal low density residential and agricultural uses.
- The proposed subdivision adequately addresses the natural resources present on the property, and has properly planned for necessary mitigation in compliance with local and state rules.

FURTHER BE IT RESOLVED, that the following conditions of approval of the Jasmine Hills Preliminary Plat shall be met:

1. The Preliminary Plat shall be updated to reflect individual driveways for each lot, and if any shared access agreements or private driveway easements are necessary between lots, such agreements shall be provided to the City Attorney for review and approval.
2. The Preliminary Plat shall be updated to remove Outlot A and adjoin it to Block 1, Lot 2.
3. A final plat consistent with the necessary changes and/or modification shall be submitted for review and approval within 12-month of preliminary plat approval.
4. The Applicant shall enter into a Developer's Agreement prior to Final Plat approval to ensure execution of the proposed subdivision and necessary infrastructure improvements as detailed by the City Engineer.
5. Site improvements as described within Section 30-194 shall be agreed to and identified within a Developer's Agreement.
6. A street name for the proposed cul-de-sac shall be provided prior to Final Plat approval, and such name approved by the City Council.
7. The Covenants for the subdivision should be updated to include addressing the shared-access agreements.
8. Review of the Covenants shall be completed by the City Attorney, and any modifications necessary made prior to final plat approval
9. The Covenants and Developer's Agreement shall be recorded with the final plat.

10. A letter from Washington County Environmental Services shall be provided indicating that the proposed primary and secondary septic sites meet their standards and requirements, and that adequate area exists on site to accommodate a septic system on each lot.
11. Any significant changes to the preliminary plat shall be submitted for review and approval by the City staff, and if necessary, the City Council.

Adopted by the Grant City Council this 5th day of August, 2014.

Tom Carr, Mayor

State of Minnesota)
) ss.
County of Washington)

I, the undersigned, being the duly qualified and appointed Clerk of the City of Grant, Minnesota do hereby certify that I have carefully compared the foregoing resolution adopted at a meeting of the Grant City Council on _____, 2014 with the original thereof on file in my office and the same is a full, true and complete transcript thereof.

Witness my hand as such City Clerk and the corporate seal of the City of Grant, Washington County, Minnesota this ____ day of _____, 2014.

Kim Points
Clerk
City of Grant

CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA

Resolution No. 2014-20

A RESOLUTION APPOINTING ELECTION JUDGES FOR THE
AUGUST 12th, 2014 PRIMARY ELECTION AND
THE NOVEMBER. 4th, 2014 GENERAL ELECTION

WHEREAS, a State Primary Motion will be held on August 12, 2014; and the General Election will be held on November 4th, 2014;

WHEREAS, Minnesota Statute 20413.2 1, subd. 2, requires election judges for precincts in a municipality be appointed by the governing body of the municipality; and

WHEREAS, the City of Grant has one precinct; and

WHEREAS, the following State of Minnesota residents have applied to serve as election judges and meet the qualifications established by the State of Minnesota

NOW THEREFORE BE IT RESOLVED, that the City of Grant Council, in accordance with State Law, hereby appoints the following persons to serve as election judges for the Primary Election on August 12, 2014 and the General Election on November 4th, 2014, approves payment of an hourly wage of \$8.00 and \$12.00 for Head Judges during election judge training and time served on election day.

Becky Siekmeier	Laura Fruci	Bill Michael
Judy Stoffer	Mike Herbst	Barbara Kelly
Bob Tufty	Bill Michael	Jerry Linser
Lisa Paddock	Nina Leiser	Linda Johnson
Barb Kelley	Jeanne Pugh	

BE IT FURTHER RESOLVED, that in case an appointed judge is unable to serve, the clerk is authorized to find a substitute judge of the same political party for the judge who cannot serve.

BE IT FURTHER RESOLVED, additional judges may appointed upon completion of necessary election judge training.

Adopted by the City Council of the City of Grant, on August 5, 2014,

By:

Tom Carr, Mayor

ATTEST:

Kim Points, City Clerk



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: *July 28, 2014*

Re: *DNR Cooperative Agreement: Manning Avenue Court*

The Minnesota Department of Resources (DNR) has drafted a Cooperative Agreement for the relocation of the Gateway Trail connection to Manning Avenue Court. The current trail connection is located just east of the driveway at 10720 Manning Avenue Court. The relocation will shift the trail approximately 8 to 10 feet to the east and allow for better sight lines to the driveway. A stop sign will also be located on the trail at Manning Avenue Court.

The DNR Cooperative Agreement is attached for Council review. A resolution will be prepared by the City Attorney.

Action: Motion to approve a resolution authorizing the DNR Cooperative Agreement for Manning Court.

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

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

WITNESSETH:

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

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

WHEREAS, the State owns land described as: **Sec. 12, T30N, R21W**, Washington County, as shown in the Deed attached and incorporated into this agreement as exhibit Exhibit A; and

WHEREAS, the City owns and/or has easement over land described as: **Sec. 12, T.30N, R21W**, Washington County, referenced as the r/w of Manning Court, a City roadway, and as shown on the map attached and incorporated into this agreement as Exhibit B; and

WHEREAS, the State and City have determined that providing an improved recreational trail connection between Manning Court and the Gateway State Trail is of high priority; and

WHEREAS, the State shall develop the improved recreational trail connection between Manning Court and the Gateway State Trail hereinafter referred to as the "Trail Connection"; and

WHEREAS, upon completion, the Trail Connection shall be the sole responsibility of the State; and

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

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

I. STATE'S DUTIES AND RESPONSIBILITIES

- a. The State shall prepare the necessary plan, specifications, and proposal for the development of the Trail Connection as defined on the attached Concept Plan attached and incorporated into this agreement as Exhibit D.
- b. The design for the Trail Connection shall meet the requirements of the ADA.
- c. The State shall construct the Trail Connection, including, as necessary, the administration of any construction contract for this project, as well as providing all construction engineering, staking, materials testing, record keeping and construction inspection.
- d. The State shall obtain all federal and state and permits necessary for the construction of the Trail Connection.

- e. The State will encumber funds for development of the Trail Connection through the standard internal purchasing process including, but not limited to, a separate requisition request.
- f. The State shall permit the City to review and approve the Plan for the Trail Connection as proposed by the State.
- g. The State shall permit the City to review and approve on any modifications or revisions to the Trail Connection proposed by the State during the term of this Agreement.
- h. The State will provide and install the appropriate signage for the Trail Segment, including all trail related informational signs for the Trail as determined by Department of Natural Resources policy.
- i. Upon completion the Trail Connection shall be the sole responsibility of the State.

II. CITY DUTIES AND RESPONSIBILITIES

- a. The City shall permit the State to construct a Trail Connection within the Manning Court right-of-way in the City of Grant as shown in Exhibit D.
- b. The City will be allowed to review and approve the Plan for the Trail Connection as proposed by the State. All proposed trail modifications and revisions shall meet ADA requirements.
- c. The City shall permit the State to review and approve any modifications or revisions to the Trail Connection proposed by the City during the term of this Agreement. All proposed alterations to the Trail shall meet ADA requirements.
- d. The City shall maintain its landownership as described in Exhibit B.

III. FUNDING

The State shall provide funding for its responsibilities under Article I (a)(b)(c)(d)(g)(h)(i) above through the standard internal purchasing process including, but not limited to, a separate requisition in which funds will be encumbered. The total obligation of the State is limited to the amount of funds legislatively appropriated and administratively allocated to this project.

IV. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by the law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The City's liability shall be governed by and limited to the amount set forth in Minnesota Statutes, Sections 466.01-466.15, and other applicable law.

V. TERM

- a. *Effective Date:* July 15, 2014, or the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later.
- b. *Expiration Date:* July 1, 2039, for a period of twenty five (25) years except as otherwise provided herein or agreed to in writing by both parties. This agreement shall renew at the end of the term for an additional five (5) year period unless a party gives three (3) months written notice to the other party to terminate the agreement. This agreement shall continue to automatically renew as the end of each five (5) year period unless the required notice is given.

VI. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of the City relevant to the agreement shall be subject to examination by the Commissioner of Natural

Resources, the Legislative Auditor and the State Auditor for a minimum of six years from the end of this agreement.

VII. ANTITRUST

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

VIII. CANCELLATION

This Agreement may be cancelled by the State at any time with cause or as necessary upon thirty (30) days written notice to the City. This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the completion of the activities covered under this agreement. The State will notify the City by written or fax notice. The State will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. The State will not be assessed any penalty if the agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the City notice of lack of funding within a reasonable time of the State's receiving that notice.

IX. GOVERNMENT DATA PRACTICES

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

X. PUBLICITY AND ENDORSEMENT

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

XI. COMPLETE AGREEMENT

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

XII. OTHER TERMS AND CONDITIONS

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

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

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

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

DEPARTMENT OF NATURAL RESOURCES

CITY OF GRANT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

DEPARTMENT OF ADMINISTRATION
Delegated to Materials Management Division

CITY OF GRANT

By: _____

By: _____

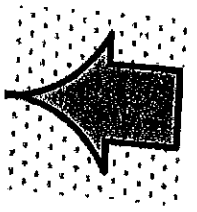
Title: _____

Title: _____

Date: _____

Date: _____

(Effective Date)



STATE ENCUMBERANCE VERIFICATION

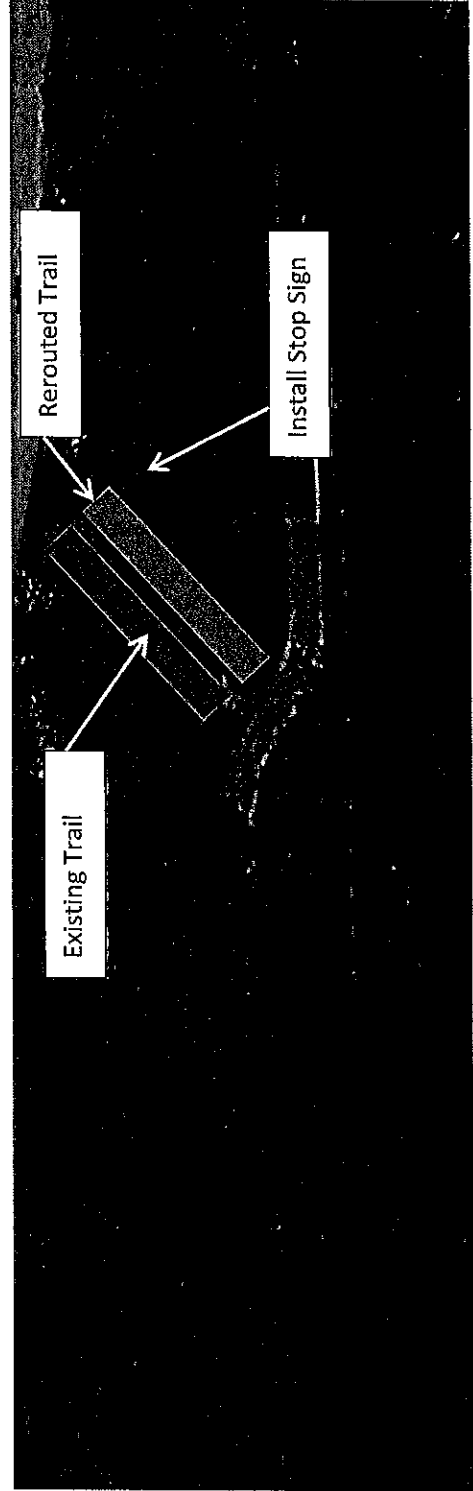
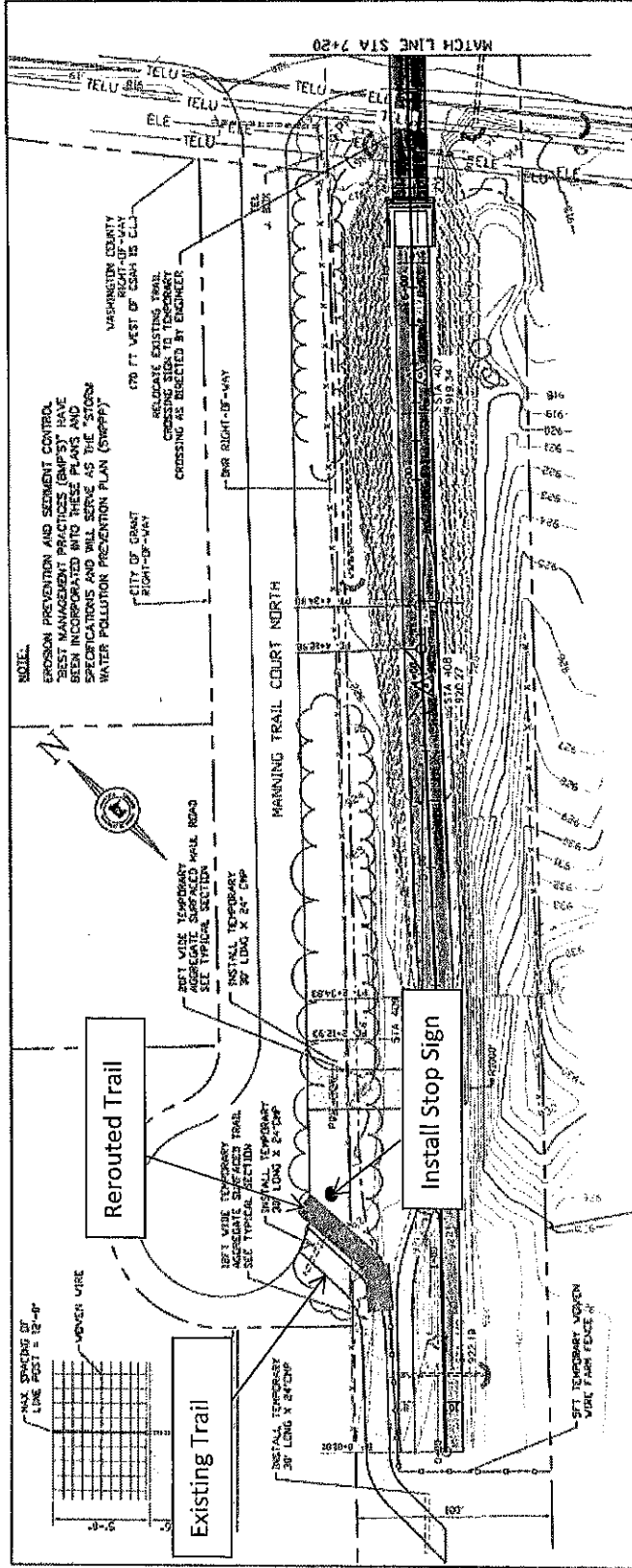
Individual certifies that funds have been encumbered as req.
by Minn. Stat. 16A.15 and 16C.05.

Signed: *Randy Ochs*

Date: *July 9, 2014*

Contract: *80683*

Manning Trail Court North Connection Reroute



RESOLUTION NO. 2014-21

**CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA**

**A RESOLUTION APPROVING A COOPERATIVE AGREEMENT BETWEEN THE
STATE OF MINNESOTA AND THE CITY OF GRANT**

WHEREAS, the Commissioner of Natural Resources has the authority, duty and responsibility under Minnesota law to establish, develop, maintain and operate the Willard Munger Trail System which includes the Gateway Trail; and

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

WHEREAS, the State and the City have determined that providing an improved recreational trail connection between Manning Court and the Gateway State Trail is of high priority; and

WHEREAS, the State shall develop the improved recreational trail connection between Manning Court and the Gateway Trail; and

WHEREAS, upon completion, the new trail connection shall be the sole responsibility of the State; and

WHEREAS, the City has been presented with a Cooperative Agreement detailing the respective parties' duties and responsibilities associated with the development of the improved trail connection; and

WHEREAS, the City Council for the City of Grant has reviewed the Cooperative Agreement with counsel and approves of the terms of the Agreement as presented.

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

1. The Cooperative Agreement between the State of Minnesota and the City of Grant attached as Exhibit A is hereby **approved**.
2. Mayor Tom Carr shall be directed and authorized to execute all documents required to facilitate and effectuate the terms of the Agreement.

Passed and adopted by the City Council for the City of Grant this 5th day of
August, 2014.

Tom Carr, Mayor

ATTEST:

Kim Points, City Clerk

EXHIBIT A

COOPERATIVE AGREEMENT

SEE ATTACHED.



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: *July 28, 2014*

Re: *Keswick Avenue Paving*

As requested by Council, quotes were requested from contractors for paving Keswick Avenue, north of Highway 96. The Council requested this project to address erosion issues on Keswick Avenue due to the steep roadway grades and the lack of ditches.

The plans included paving Keswick Avenue to the top of the hill which is approximately 300 feet north of the existing pavement on Highway 96. The existing gravel is required to be graded to direct the drainage to the southwest corner of the intersection where it will be directed by a bituminous swale to an existing culvert below Highway 96. Bituminous curb and gutter is proposed along the length of the pavement to contain the drainage and prevent erosion along the edge of the pavement. A copy of the plans and contract are attached for Council review.

Quotes and plans were requested from Brochman Blacktopping Co. and T.A. Schifsky and Sons. Two submittals were received and the costs are listed below.

Brochman Blacktopping Co.....	\$36,814
T.A. Schifsky and Sons.....	\$46,200

Staff will be contacting Mn/DOT to discuss the possibility of a cost share for this improvement. Any received information will be presented at the Council meeting.

Action: Discussion. If desired, authorize Brochman Blacktopping Co. to complete paving on Keswick Avenue, north of Highway 96.

Proposer: <u>T.A. Schifsky & Sons, Inc.</u>		Telephone No.: <u>651-777-1813</u>
Address: <u>2370 E Hwy 36</u>		Fax No.: <u>651-777-7843</u>
City, State, Zip: <u>NORTH ST PAUL, MN 55109</u>		

QUOTE FORM
KESWICK AVENUE PAVING
CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA
WSB PROJECT NO. 1936-44

No.	Mat. No.	Item	Units	Quantity	Unit Price	Total Price
1	2021.501	MOBILIZATION (5% MAX)	LUMP SUM	1	\$ <u>2000.⁰⁰</u>	\$ <u>2000.⁰⁰</u>
2	2360.503	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)	TON	180	\$ <u>80.⁰⁰</u>	\$ <u>14,400.⁰⁰</u>
3	2360.503	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	TON	100	\$ <u>80.⁰⁰</u>	\$ <u>8,000.⁰⁰</u>
4	2511.501	RANDOM RIPRAP CLASS IV	CU YD	28	\$ <u>100.⁰⁰</u>	\$ <u>2,800.⁰⁰</u>
5	2575.601	EROSION CONTROL AND TRAFFIC CONTROL	LUMP SUM	1	\$ <u>15,000.⁰⁰</u>	\$ <u>15,000.⁰⁰</u>
6	2575.605	SEEDING, MIX 240 (INCL. TOPSOIL, FERT., AND MULCH)	ACRE	0.2	\$ <u>20,000.⁰⁰</u>	\$ <u>4000.⁰⁰</u>
TOTAL IMPROVEMENTS						\$ <u>46,200.⁰⁰</u>

Notes: *¹ TOW PRICE INCLUDES BIT CURB ©

Samuel Hoffman

7/28/14

Proposer: <u>Brochman Blocktopping Co</u>		Telephone No.: <u>651-439-5379</u>
Address: <u>12770 McEvick RD</u>		Fax No.: <u>NU</u>
City, State, Zip: <u>Stillwater MN. 55082</u>		

Brochman paving & m.d.n.com

QUOTE FORM
KESWICK AVENUE PAVING
CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA
WSB PROJECT NO. 1936-44

No.	Mat. No.	Item	Units	Quantity	Unit Price	Total Price
1	2021.501	MOBILIZATION (5% MAX)	LUMP SUM	1	\$ <u>1,500</u>	\$ <u>1,500</u>
2	2360.503	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)	TON	180	\$ <u>90,55</u>	\$ <u>16,300</u>
3	2360.503	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	TON	100	\$ <u>107.⁰⁰</u>	\$ <u>10,700</u>
4	2511.501	RANDOM RIPRAP CLASS IV	CU YD	28	\$ <u>88.⁰⁰</u>	\$ <u>2,464</u>
5	2575.601	EROSION CONTROL AND TRAFFIC CONTROL	LUMP SUM	1	\$ <u>1,450</u>	\$ <u>1,450</u>
6	2575.605	SEEDING, MIX 240 (INCL. TOPSOIL, FERT., AND MULCH)	ACRE	0.2	\$ <u>4,400</u>	\$ <u>4,400</u>
TOTAL IMPROVEMENTS						\$ <u>36,814.⁰⁰</u>

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into as of the 5th day of August, 2014, by and between the **CITY OF GRANT**, a Minnesota municipal corporation ("**GRANT**") and XXXX. ("**CONTRACTOR**").

Recitals

- A. GRANT is a Minnesota municipal corporation with its City Hall located at P.O. Box 577 Willernie, MN 55090.
- B. CONTRACTOR desires to assist GRANT as an independent contractor in providing professional consulting services to GRANT clients and GRANT desires to retain CONTRACTOR upon the terms and conditions hereafter set forth.

NOW THEREFORE, in consideration of the foregoing recitals, which are true and correct and incorporated herein and the mutual obligations set forth below, GRANT and CONTRACTOR hereby agree as follows:

Agreement

1. Performance by CONTRACTOR

GRANT engages CONTRACTOR to furnish the services described in the Statement of Work attached to this Agreement, and incorporated herein by reference as **Exhibit A** and CONTRACTOR agrees to provide Roadway Improvement (Keswick Avenue Paving) services (the "Services") specified in the Statement of Work.

2. Payment for Services

- a. *Fees.* GRANT agrees to pay CONTRACTOR for the Services at a negotiated rate in accordance with the Rate Schedule attached and incorporated herein as **Exhibit B**.
- b. *Out-of-Pocket Expenses.* Except as agreed by GRANT, CONTRACTOR shall be responsible for all out-of-pocket expenses incurred in the performance of the Services on behalf of GRANT.
- c. *Invoices.* CONTRACTOR shall invoice GRANT monthly for Services rendered during the previous month in accordance with the Rate Schedule attached as **Exhibit B**.
- d. *Miscellaneous.* CONTRACTOR agrees to execute such affidavits and receipts as GRANT shall request in order to acknowledge payment by GRANT. CONTRACTOR acknowledges that its federal employer tax identification number, provided to GRANT is correctly set forth in the Statement of Work attached to this Agreement.

3. Independent Contractors

CONTRACTOR and GRANT are independent of one another and neither party's employees will be considered employees of the other party for any purpose. This Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other to any third party. GRANT shall have no right to direct or control CONTRACTOR with respect to CONTRACTOR'S activities hereunder. CONTRACTOR acknowledges, understands and agrees:

a. CONTRACTOR will not be treated as an employee of GRANT for purposes of the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Act, income tax withholding and applicable state laws, including, without limitation, those pertaining to workers' compensation, unemployment compensation and state income tax withholding;

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

c. Information returns will be filed with appropriate federal and state taxing authorities indicating CONTRACTOR'S status as self-employed.

4. Business of Contractor

The CONTRACTOR represents and warrants to GRANT that it is engaged in the business of providing _____ services and has complied with all local, state, and federal laws regarding business permits and licenses that may be required to carry out such business and to perform the services specified in this Agreement. Upon request by GRANT, CONTRACTOR shall provide GRANT with copies of all documents reasonably requested by GRANT to verify the CONTRACTOR'S established business and the representations set forth herein. Notwithstanding any due diligence performed by GRANT with respect to the subject matter of these representations, CONTRACTOR shall indemnify and hold GRANT, Council members, agents and employees, harmless from any and all claims, causes of action, losses, damage, liabilities, costs and expenses, including attorney fees, arising from breach of the representations set forth in this Section.

5. Employees of Contractor

CONTRACTOR shall be solely responsible for paying its employees. CONTRACTOR shall be solely responsible for paying any and all taxes, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing and other benefits for the CONTRACTOR and its employees, servants and agents.

6. Obligations of CONTRACTOR

a. *Scope of Services.* CONTRACTOR is required to perform the work as detailed in the Statement of Work.

b. *Invoices.* CONTRACTOR is required to invoice GRANT as provided in the Rate Schedule for all work performed in accordance with the Statement of Work.

7. Obligations of GRANT

GRANT agrees to make available to CONTRACTOR, upon reasonable notice, such information, data and documentation required by CONTRACTOR to complete the Services.

8. Insurance

CONTRACTOR shall furnish GRANT with current certificates of coverage of the CONTRACTOR, and proof of payment by the CONTRACTOR, for workers' compensation insurance, general liability insurance, motor vehicle insurance and such other insurance as GRANT may require from time to time. GRANT shall require general liability insurance coverage of not less than \$1,000,000.00 / \$2,000,000.00. GRANT shall require automobile vehicle coverage of not less than \$500,000.00 / \$500,000.00 / \$100,000.00. GRANT shall require umbrella coverage of not less than \$1,000,000.00. CONTRACTOR shall maintain all such insurance coverage and shall furnish GRANT with certificates of renewal coverage and proofs of premium payments. If the CONTRACTOR fails to pay a premium for insurance required by this paragraph before it becomes due, GRANT may pay the premium and deduct the amount paid from any payments due the CONTRACTOR and recover the balance from the CONTRACTOR directly.

9. Termination

a. *Commencement and Renewal.* This Agreement shall commence on the date set forth above and shall remain in effect for _____.

b. *Termination.* Either party, upon giving written notice to the other party, may terminate this Agreement upon fifteen (15) days notice for any reason.

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

10. Risk

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

11. Limitation of Liability

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

12. Indemnity and Warranty

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

13. Assignment

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

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

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

14. Miscellaneous

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

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

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

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

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

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

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

GRANT:

CONTRACTOR:

CITY OF GRANT

By:

By:

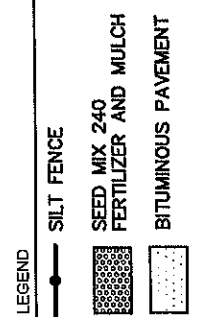
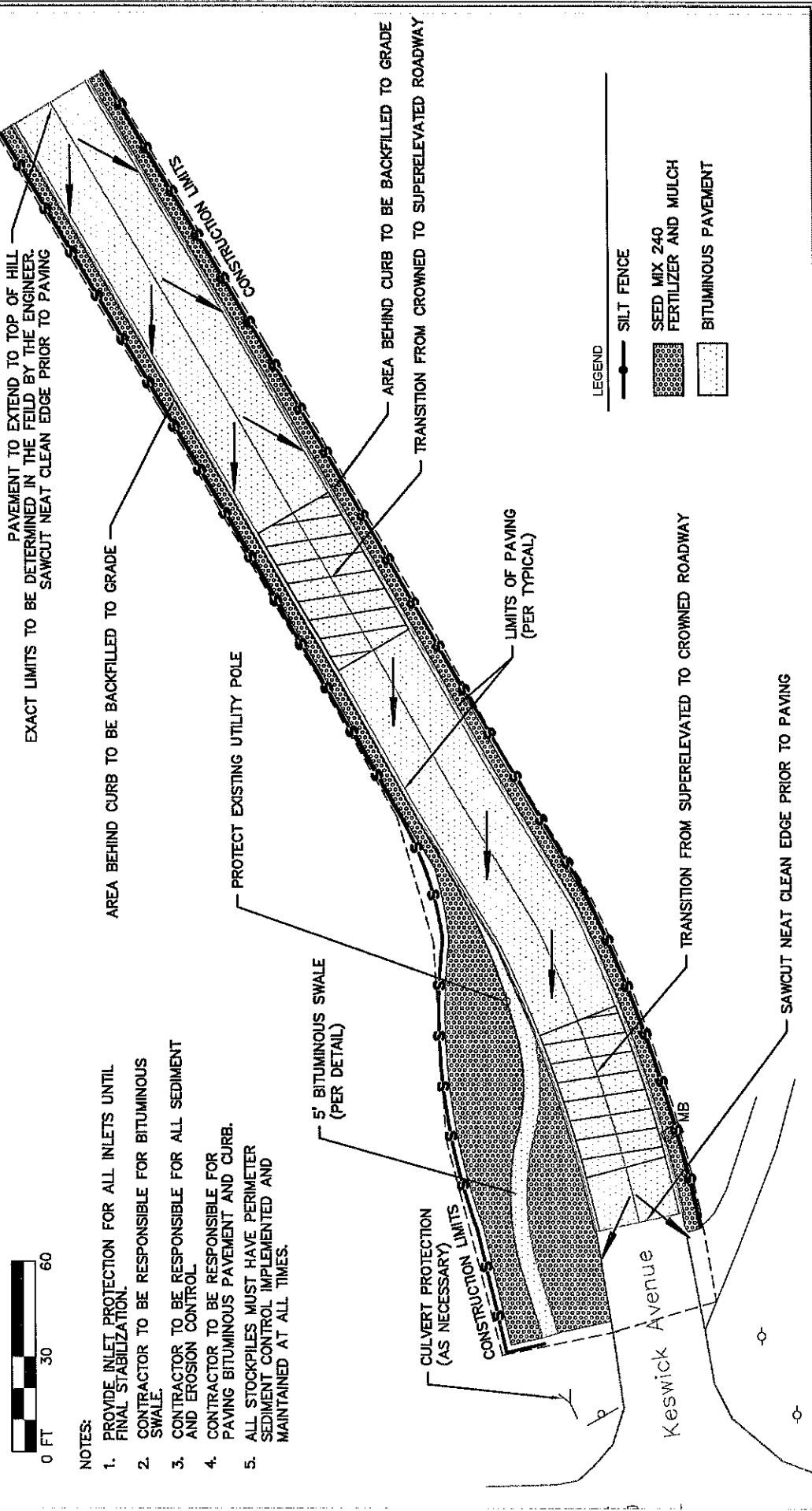
Its: Mayor

ATTEST

By:

Its: City Clerk

EXHIBIT A
STATEMENT OF WORK



- NOTES:**
1. PROVIDE INLET PROTECTION FOR ALL INLETS UNTIL FINAL STABILIZATION.
 2. CONTRACTOR TO BE RESPONSIBLE FOR BITUMINOUS SWALE.
 3. CONTRACTOR TO BE RESPONSIBLE FOR ALL SEDIMENT AND EROSION CONTROL.
 4. CONTRACTOR TO BE RESPONSIBLE FOR PAVING BITUMINOUS PAVEMENT AND CURB.
 5. ALL STOCKPILES MUST HAVE PERIMETER SEDIMENT CONTROL IMPLEMENTED AND MAINTAINED AT ALL TIMES.

JULY 25, 2014
 WSB Project No. 01638-44



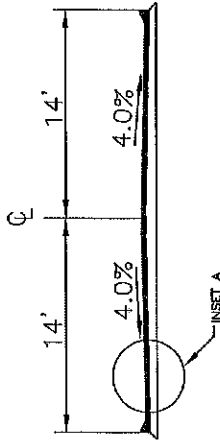
PAVING PLAN

KESWICK AVENUE PAVING
 GRANT, MINNESOTA

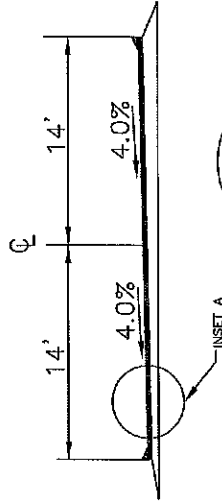
WSB
 751 Maple Avenue South, Suite 300
 Minneapolis, MN 55415
 Tel: (612) 941-4830 Fax: (612) 941-7700
 wsbinc.com

improving planning environmental construction

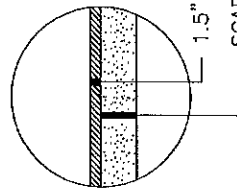
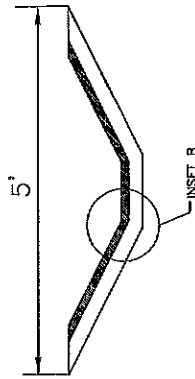
TYPICAL STREET SECTION



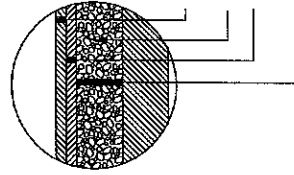
TYPICAL SUPER-ELEVATION SECTION



TYPICAL FLUME SECTION



1.5" BITUMINOUS SURFACE
SCARIFY AND REGRADE
EXISTING AGGREGATE



1.5" TYPE SP 12.5 WEAR COURSE MIX
(2.C)(SPWEB240C)
2.357 BITUMINOUS TACK COAT
1.5" TYPE SP 12.5 NON WEAR COURSE MIX
(2.C)(SPNWB230C)
SCARIFY AND REGRADE AGGREGATE

INSET A

BITUMINOUS STREET SECTION

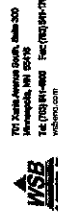
KESWICK AVENUE PAVING

GRANT, MINNESOTA



JULY 26, 2014
WSB Project No. 1158-44

TYPICAL SECTIONS



engineering • planning • environmental • construction

DIVISION 1

SUPPLEMENTARY GENERAL REQUIREMENTS

1010 - SUMMARY OF WORK..... 1
1014 - WORK SEQUENCE..... 1
1015 – PROJECT STORAGE AREA 1
1400 – QUALITY CONTROL 1
1401 – REFERENCE SPECIFICATIONS 1
1507 – UTILITY PROPERTY AND SERVICE..... 2
1533 – TRAFFIC CONTROL..... 2
1550 – ACCESS ROADS..... 2
1560 – WORKING HOURS..... 2
1561 – NOISE CONTROL..... 2
1562 – DUST CONTROL..... 2
1740 – WARRANTY..... 2
1910 – FUEL ESCALATION CLAUSE..... 2
HOLD HARMLESS AND INDEMNIFICATION..... 2

DIVISION 1

SUPPLEMENTARY GENERAL REQUIREMENTS

1010 – SUMMARY OF WORK

This project includes roadway paving improvements within the City of Grant, Washington County, Minnesota.

The work to be done under this Contract shall include the furnishing of all labor, materials, tools, and equipment necessary to complete the work as shown in the plans and specified herein.

The Owner is the City of Grant. All work will be completed within public right-of-way, property under direct control of the Owner, easements obtained by the Owner, or on property for which the Owner has been granted right-of-entry.

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.

Quotes will be received by the City of Grant's engineer at WSB & Associates, 701 Xenia Avenue South, Suite 300, Minneapolis, MN 55416. The quotes may be held for up to 60 days. The winning CONTRACTOR shall have all contracts signed and required bonds secured and delivered to the City of Grant prior to starting construction.

1015 – PROJECT STORAGE AREA

The Contractor shall be responsible for identifying and providing a project storage area. 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 will be paid for by the Owner. Any retesting due to failures shall be at the expense of the Contractor.

1401 – REFERENCE SPECIFICATIONS

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.

1507 – UTILITY PROPERTY AND SERVICE

All bidders are expected and assume 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.

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.

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 City. The Contractor shall submit all requests through the Engineer. The Contractor shall structure the proposed project schedule based on the stated working hours.

1561 – NOISE CONTROL

The Contractor shall comply with the 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.

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.

1910 – FUEL ESCALATION CLAUSE

The Provisions of MnDOT 1910 in the MnDOT Special Provisions shall not apply. No additional compensation shall be made for costs associated with increased fuel prices.

HOLD HARMLESS AND INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify the City of Grant, its officers, employees, agents, and others acting on their behalf, to hold them harmless, and to defend and protect them, from and against any and all loss, damage, liability, cost and expense (specifically including attorneys' fees and other costs and expenses of defense), of any sort whatsoever, based upon, resulting from, or otherwise arising in connection with any actions, claims or proceedings (of any sort and from any source whatsoever) brought, or any loss, damage or injury of any type whatsoever sustained, whether or not also caused in part by a party indemnified hereunder, by reason of any act or omission of Contractor, its officers, employees or agents, or any other person(s) or entity(ies) for whose acts or omissions Contractor may be legally responsible, in the performance of any of Contractor's obligations (whether expressed or implied) under this Contract.

DIVISION 2

SUPPLEMENTARY SITE WORK

2000 – GENERAL 1
2021 – MOBILIZATION 1
2360 – PLANT MIXED ASPHALT PAVEMENT 1
2575 – TRAFFIC CONTROL..... 4
2575 – TURF ESTABLISHMENT 5

DIVISION 2

SUPPLEMENTARY SITE WORK

2000 – GENERAL

This work shall be done in accordance with the Minnesota Department of Transportation's "Standard Specifications for Construction" (referenced "MnDOT") 2005 Edition and any supplements thereto, and "Standard Specifications" (referenced CEAM) as published by the City Engineers Association of Minnesota, 2013 edition or as modified herein. The following specification sections that have been traditionally included in the project manuals are now available over the internet. These specifications are also available by request from the City of Grant. This in no way reduces your responsibility to strictly adhere to these specifications.

MnDOT – (2357) Bituminous Tack Coat Specs (Revision Date December 28, 2012) 3 pages

This contract requires strict adherence to the MnDOT (2357) Bituminous Tack Coat specifications, revised December 28, 2012. It is the contractor's responsibility to make himself/herself familiar with it. Copies of the MnDOT (2357) Bituminous Tack Coat specifications, revised December 28, 2012, are available by request from the City of Mahtomedi or via the internet at http://www.dot.state.mn.us/materials/bituminousdocs/Specifications/2013/2357_TackCoat_Final%201-29-13.pdf

MnDOT – (2360) Plant Mixed Asphalt Pavement Specs (Revision Date January 23, 2013) 43 pages

This contract requires strict adherence to the MnDOT (2360) Plant Mixed Asphalt Pavement specifications, revised January 23, 2013. It is the contractor's responsibility to make himself/herself familiar with it. Copies of the MnDOT (2360) Plant Mixed Asphalt Pavement specifications, revised January 23, 2013, are available by request from the City of Mahtomedi or via the internet at <http://www.dot.state.mn.us/pre-letting/prov/order/2360-2013.pdf>

MnDOT – (2399) Pavement Surface Smoothness Specs (Revision Date December 28, 2012) 10 pages

This contract requires strict adherence to the MnDOT (2399) Pavement Surface Smoothness specifications, revised December 28, 2012, and renumbered January 4, 2013. It is the contractor's responsibility to make himself/herself familiar with it. Copies of the MnDOT (2399) Pavement Surface Smoothness specifications, revised December 28, 2012, are available by request from the City of Mahtomedi or via the internet at <http://www.dot.state.mn.us/materials/bituminousdocs/Specifications/2013/2399%20SP2005-142.3%20renumbered%201.4.13.pdf>

2021 – MOBILIZATION

The provisions of MnDOT 2021 are supplemented with the following:

2021.5 – BASIS OF PAYMENT

Mobilization: Payment shall be made at the unit price bid, which shall not exceed five percent (5%) of the total Contract amount, and shall be payment in full for of all labor, materials, and equipment required to complete the project as specified shall be made at the lump sum item "Mobilization".

2360 – PLANT MIXED ASPHALT PAVEMENT

2360.1 – DESCRIPTION

MnDOT 2360 is hereby deleted from the Standard Specifications and replaced with (2360) PLANT MIXED ASPHALT PAVEMENT specifications found online as indicated in the Notice to Bidders.

2360.3 – CONSTRUCTION REQUIREMENTS

Mix designation numbers for the bituminous mixtures on this project are as follows:

TYPE SP 12.5 WEARING COURSE MIX (2,B)	SPWEB240B
TYPE SP 12.5 NON WEAR COURSE MIX (2,B)	SPNWB230B

Patching for spot curb and gutter replacement, walk replacement, and casting adjustments is included in those bid items. See specifications for curb and gutter, casting adjustments, and casting assemblies for more information regarding patching requirements.

The Ordinary Compaction Method will apply per the (2360) PLANT MIXED ASPHALT PAVEMENT specifications found online as indicated in the Notice to Bidders.

Deductions for failing asphalt density tests shall be in accordance with the MnDOT Standard Specifications for Construction. **No density incentives shall apply to this project.**

Pavement smoothness requirements of 2399 Pavement Surface Smoothness shall not apply on this project with the following exception: The requirements of 2399.2D3 Straightedge Evaluation shall apply. The Pavement Surface Smoothness specification can be found online as indicated in the Notice to Bidders.

The sentence "In addition to the list the above pavement surface must meet requirements of 2399 (Pavement Surface Smoothness) requirements." is deleted from 2360.3.E Surface Requirements of the 2360 (Plant Mixed Asphalt Pavement) Specification. Pavement smoothness requirements in Section S-2399 (PAVEMENT SURFACE SMOOTHNESS) of these Special Provisions will not apply on this Project. The requirements of 2360.3.E Surface Requirements will apply.

The first paragraph of 2360.3.D.1 2360 (Plant Mixed Asphalt Pavement) Specification is hereby deleted.

Table 2360-20 Longitudinal Joint Density Requirement of the 2360 (Plant Mixed Asphalt Pavement) Specification found online as indicated in the Notice to Bidders is hereby deleted.

2360.3.D.1.h Mat Density Cores of 2360 (Plant Mixed Asphalt Pavement) Specification that can be found online as indicated in the Notice to Bidders is hereby deleted.

2360.3.D.1.j Companion Core Testing of 2360 (Plant Mixed Asphalt Pavement) Specification that can be found online as indicated in the Notice to Bidders is hereby deleted.

2360.3.D.1.n Longitudinal Joint Density of the 2360 (Plant Mixed Asphalt Pavement) Specification found online as indicated in the Notice to Bidders is hereby deleted.

2360.3.D.1.p Shoulders of the 2360 (Plant Mixed Asphalt Pavement) Specification found online as indicated in the Notice to Bidders is hereby deleted.

Table 2360-24 Payment Schedule for Longitudinal Joint Density (SP Wear and SP Shoulders, 4% Void) of the 2360 (Plant Mixed Asphalt Pavement) Specification found online as indicated in the Notice to Bidders is hereby deleted.

Table 2360-25 Payment Schedule for Longitudinal Joint Density (SP Non-wear and SP Shoulders, 3% Void) of the 2360 (Plant Mixed Asphalt Pavement) Specification found online as indicated in the Notice to Bidders is hereby deleted.

2360.3.D.1.r Pay Factor Determination of the 2360 (Plant Mixed Asphalt Pavement) Specification found online as indicated in the Notice to Bidders is hereby deleted.

Deductions for failing asphalt density tests shall be in accordance with the MnDOT Standard Specifications for Construction. No density incentives shall apply to this project.

The first paragraph of 2360.g.G.4.b Sampling and Testing of the 2360 (Plant Mixed Asphalt Pavement, found online as indicated in the Notice to Bidders) Specification is revised as shown below:

Take QC samples at random tonnage or locations, quartered from a larger sample of mixture. Sample randomly and in accordance with the Schedule of Materials Control. Determine random numbers and tonnage or locations using the Bituminous Manual; Section 5-693.7 Table A or ASTM D 3665, Section 5, or, an Engineer approved alternate method of random generation.

Sample mixture from behind the paver. Sampling from the truck box at the plant site is not allowed unless approved by the Engineer. In addition to the QC sample, the Contractor will also bring an additional split of the mixture sample to the plant site and store for the Department for ten (10) calendar days.

The procedure for truck box sampling is on the Bituminous Office website. The Contractor will obtain at least a 130 pound sample. Split the sample in the presence of the Inspector. The Inspector will retain possession of the Agency portion of each split sample that is taken and randomly submit a minimum of one sample on a daily basis, to the District laboratory for verification testing (see 2360.2.G.3). Store compacted mixture specimens and loose mixture companion samples for ten (10) calendar days. Label these split companion samples with companion numbers.

Cold Weather Paving

The provisions of MnDOT 2360 are modified and/or supplemented with the following:

See 2360 Plant Mixed Asphalt Pavement specifications found online as indicated in the Notice to Bidders. Paving of the base course where temperatures are less than 40 degrees and rising will not be allowed unless approved by the Engineer. Paving of the wear course where temperatures are less than 50 degrees and rising will not be allowed unless approved by the Engineer.

Shaping and spreading of the existing aggregate on-site and compacting prior to paving shall be considered incidental to this item. Any restoration work resulting from the bituminous curb placement shall be completed as incidental to this item.

Construction of the bituminous roll curb and bituminous swale shall be paid by the actual ton of wearing course mix used. No separate measurement or payment will be made for additional work to form or place curb or swale per the details.

2511 – RIPRAP

This work shall consist of furnishing and placing stone riprap, with grouting as specified, at the locations shown in the plans or by the Engineer, as a protective covering on earth slopes, piers, abutments, walls, or other structures, where the soil is susceptible to erosion. The foundation for the riprap, without filter material, shall be excavated and shaped to the cross-sections indicated in the Plans, unless otherwise directed by the Engineer. Payment shall be by the cubic yard for all materials, excavating, and labor required for the placement of riprap.

2575 – EROSION CONTROL AND TRAFFIC CONTROL

2575.1 – DESCRIPTION

The work under this section shall be done in accordance with the provisions of the City Specifications. All traffic control devices shall conform and be installed in accordance to the "Minnesota Manual on Uniform Traffic Control Devices" (MMUTCD), the "Field Manual for Temporary Traffic Control Zone Layouts," the "Guide to Establishing Speed Limits in Highway Work Zones," the Minnesota Flagging Handbook, the provisions of MnDOT 1404 and MnDOT 1710, the Minnesota Standard Signs Manual Parts I, II, and III, the Traffic Engineering Manual Chapter 8 Appendices 8-8.02 and 8-8.03, the Construction Staging & Traffic Control in the Plans, and these Special Provisions.

The Contractor shall furnish, install, maintain, and remove all traffic control devices required to provide safe movement of vehicular traffic through the Project during the duration of the Contract, from the start of Contract operations to the final completion thereof. The Engineer will have the right to modify the requirements for the traffic control as deemed necessary due to existing field conditions.

Prior to the start of construction, the Contractor shall furnish a traffic control and project staging plan to the Engineer for approval. This plan shall include, at a minimum:

- Utility construction shall be phased to allow a means of ingress and egress from each of the reconstructed areas at all times.
- The Contractor shall give the Engineer a 48 hour notice prior to restricting access to any street or property.
- All roads shall be re-opened to traffic at the end of each work day.

Work performed within the limits of County right-of-way will require additional traffic control including but not limited to flagging operations, concrete jersey barriers, lane delineation, and advanced notice signage. The Contractor will be responsible for providing all traffic control required by the County. Limitations of lane closures, flagging, and county requirement is found in Division 1 of this specification.

2575.2 – MATERIALS

All traffic control devices shall conform to the latest MMUTCD. Traffic control devices include, but are not limited to, barricades, warning signs, trailers, flashers, cones, drums, pavement markings, and flagmen as required and sufficient barricade weights to maintain barricade stability.

In addition this work shall consist of furnishing, installing, maintaining, and removing construction signs with special messages in accordance with the provisions of MnDOT 2564, and other Contract provisions, as directed by the Engineer. All materials required to furnish and install the special construction signs shall remain the property of the Contractor.

2575.3 – CONSTRUCTION REQUIREMENTS

The Contractor shall provide all traffic control for the project and provide a traffic control supervisor who shall review the traffic control on a daily basis and provide necessary maintenance of traffic control devices.

The Contractor shall provide all erosion control necessary to protect the project and provide an erosion control supervisor who shall review the erosion control on a daily basis. The Contractor shall ensure no sediment escapes the project area. Silt fence or bioroll may be necessary in locations to prevent erosion to the MnDOT right-of-way. This includes culvert protection as necessary.

EROSION & SEDIMENT CONTROL MEASURE	FAILURE CRITERIA	TIME FRAME FOR REPLACING, REPAIRING, OR SUPPLEMENTING
Silt Fence, Bio-rolls	Sediment depth reaches 1/3 height	Within 24 hours of discovery (or as soon as field conditions allow)
Stabilized Drainage	Sediment in storm sewer, or a water/wetland of the State.	Within 7 days of discovery or Within 7 days of obtaining access
Stabilized Construction Site - Vehicle Exit Locations	Sediment is being tracked off-site	Within 24 hours of discovery (sediment that does not drain back to site must be removed)
Solid Waste	Sediment, asphalt, concrete millings, construction debris, plastic, paper, and other waste not disposed of properly	Within 24 hours of discovery
Inlet / Catch Basin Protection	Sediment volume reaches 1/2 full.	Within 24 hours of discovery

If the Contractor fails to provide maintenance of the temporary erosion control measures, within the above time frames, the Engineer shall have the authority under the terms of this contract to hire the work done and deduct the costs incurred from the amounts due to the Contractor.

The Contractor shall be assessed liquidated damages of \$200 per day for each specified area for which the Contractor has not installed or repaired erosion control devices (including sod) within 48 hours after receiving written notice.

2575.5 – BASIS OF PAYMENT

The provisions of MnDOT 2575.5 are supplemented with the following:

Erosion Control and Traffic Control: Payment shall be by the lump sum and shall be compensation in full for all materials, labor, equipment, and maintenance necessary to complete all work associated with erosion control and traffic control in the project area. Payment shall be limited to 50% of the lump sum amount until 50% of the Contract Work including any Change Orders has been completed. At that point in time, payment shall be increased but limited to 80% until all traffic control measures have been removed from the project site.

2575 – TURF ESTABLISHMENT

The provisions of MnDOT 2575 are modified and/or supplemented with the following:

2575.1 – DESCRIPTION

All disturbed areas within the project shall be either seeded or sodded to an equal or better condition to that which was in place prior to construction and as directed by the Engineer. All exposed areas of the site will receive permanent turf establishment or erosion control blanket within two (2) weeks after final grade on slopes flatter than 3:1 and one (1) week on slopes steeper than 3:1. Restoration may include areas outside of the construction limits as determined by the Engineer. **Once the bituminous base is**

placed, turf establishment shall be installed within one (1) week.

2575.2 – MATERIALS

The provisions of MnDOT 2575.2A are supplemented with the following:

Seeding: The seed mixture shall be MnDOT Mixture 240 at the rate specified in the construction documents.

The provisions of MnDOT 2575.2H are supplemented with the following:

Erosion Control Blanket: The erosion control blanket shall be MnDOT Category 3.

The provisions of MnDOT 2575.2E are supplemented with the following:

Fertilizer: The fertilizer shall be a zero (0) phosphorus commercial grade.

2575.3 – CONSTRUCTION REQUIREMENTS

The provisions of MnDOT 2575.3A are supplemented with the following:

General: The Contractor is cautioned to salvage all available and suitable topsoil from the project site for spreading on areas to be restored.

The provisions of MnDOT 2575.2D are supplemented with the following:

Seeding: Seeding shall be completed within seven days after finish grading has been completed.

The provisions of MnDOT 2575.2J are supplemented with the following:

Maintenance: The Contractor shall be solely responsible for replacement and/or repair of any seeded areas that may wash out, erode, or fail to grow prior to acceptance with no additional compensation therefore. The Contractor is responsible for successful establishment of the seed and shall replace all unsuccessful seeding until adequate turf is established.

2575.5 – BASIS OF PAYMENT

The provisions of MnDOT 2575.5 are supplemented with the following:

Seeding: Payment shall be by the acre seeded and shall include excavation to provide four (4) inches of select topsoil, four (4) inches of topsoil, fine grading, fertilizer, mulch as specified in the plans. Payment shall be compensation in full for all materials, labor, equipment, and maintenance necessary to complete the installation until final acceptance by the Engineer. No additional payments will be made for multiple mobilizations.

Erosion Control Blanket: No separate measurement or payment will be made for erosion control blanket placed. All slopes greater than 3:1 shall receive an erosion control blanket as incidental to the seeding per the unit prices.

EXHIBIT B
RATE SCHEDULE

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

QUOTE FORM
 KESWICK AVENUE PAVING
 CITY OF GRANT
 WASHINGTON COUNTY, MINNESOTA
 WSB PROJECT NO. 1936-44

No.	Mat. No.	Item	Units	Quantity	Unit Price	Total Price
1	2021.501	MOBILIZATION (5% MAX)	LUMP SUM	1	\$ _____	\$ _____
2	2360.503	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)	TON	180	\$ _____	\$ _____
3	2360.503	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	TON	100	\$ _____	\$ _____
4	2511.501	RANDOM RIPRAP CLASS IV	CU YD	28	\$ _____	\$ _____
5	2575.601	EROSION CONTROL AND TRAFFIC CONTROL	LUMP SUM	1	\$ _____	\$ _____
6	2575.605	SEEDING, MIX 240 (INCL. TOPSOIL, FERT., AND MULCH)	ACRE	0.2	\$ _____	\$ _____
TOTAL IMPROVEMENTS						\$ _____



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: *July 28, 2014*

Re: *2014 Seal Coat Project*

The City received two quotes for the 2014 Seal Coat Project. The request for quotes was sent to Allied Blacktop and Pearson Brothers. Astech Corporation was also contacted to supply a quote but they did not have time to complete the work this year. The quotes are attached and listed below.

Pearson Brothers Inc.....	\$65,265
Allied Blacktop Company.....	\$61,085

The budget for 2014 is \$60,000. A copy of the 2014 Seal Coat Project plan and contract is attached. Roadways included in the seal coat bids are listed below.

- Dellwood Road Lane, south of Hwy 96
- Dellwood Road Court, north of Hwy 96
- Joliet Avenue, south of Hwy 96
- Justen Trail, Jamaca Avenue to Hwy 96
- Isleton Avenue/Court, East of Irish Avenue
- Jasmine Avenue, north of 60th Street

In addition to the planned seal coat quotes, contractors were asked if they would also provide a cost for crack filling prior to seal coating. Allied Blacktop Company was the only contractor who is able to complete this work without subcontractors. Allied Blacktop provided a cost of \$6720.00 to seal coat all roads except Dellwood Road Court. A separate motion has been provided if Council would like to complete crack filling prior to seal coating.

All work is scheduled to be completed prior to September 15, 2014.

Action: Motion to award 2014 Seal Coat Project to the low bidder, Allied Blacktop Company.

Action: If desired, Motion to award a separate Crack Filling contact to Allied Blacktop Company.

GRANT SEAL COAT/MAINTENANCE PLAN

Street Name	Address Range	Length (FT)	Paved	Last SC	Seal Coat/Maintenance Length (Feet) by Year						Area
					2014	2015	2016	2017	2018	2019	
Maintenance					Seal Coat	Seal Coat/Patch	Seal Coat	Seal Coat	Seal Coat	Seal Coat	
60th St Ln/61st St	North of 60th St	3500	1974	2007			3500	\$13,589			
65th Street	East of Keats	1000	1974	2007			1000	\$3,883			Indian Hills
67th Street/Ln	East of Keats	4700	1975	2007			4700	\$18,248			
Keats Ave	60th St to 67th St	3800	1973	2007			3800	\$14,754			
Keavin/Keswick Ave	North of 60th St Ln	2000	1974	2007			2000	\$7,765			
62nd Street	West of Lake Elmo Av	2500	1993	2006		2500	\$9,706				Lake Elmo Spurs
66th Street	East of Lake Elmo Av	1500	1999	2008							
66th Street	West of Lake Elmo Av	400	1980	2008							
79th St/Leeward Ave	Lake Elmo to 75th	4100	1978	2007							
71st Street	West of Jocelyn Ln	1200	2000	2010							
Jocelyn Ln/Cir	East of Jocelyn Rd	2900	2001	2010							
Jocelyn Road	6900 to 7490	4900	2001	2010							
80th Street	West of Manning	1200	2004	2010							
102nd Street/Ct	West of Manning	2450	1983	2006		2450	\$9,512				
115th Street	West of Manning	2450	1983	2006		2450	\$9,512				Manning Corridor
Lockridge Ave	North of 115th St	1900	1984	2008							
Lofron Ave	South of McKusick	900	2002	2010							
Manning Ave Ct	West of Manning	600	1997	2012							
McKusick Rd	Hwy 96 to Manning	6100	1988	2008							
96th St/Janero Ct	E & W of Justen Trail	3100	1987	2006					3100	\$12,036	
101st Street	Joliet to Keswick	3100	1987	2007							
103rd Street/Ct	East of Joliet	4550	1987	2007							
107th Street	Jamaca to Joliet	3300	1992	2006					3300	\$12,813	
Jody Ave,Ct,Cir	West of Joliet	3700	1987	2006					3700	\$14,366	Victoria-Woodland
Joliet Ave	North of Hwy 96	5900	1987	2006							
Juno Ave	101st to 103rd St	1500	1987	2007							
Justen Trail	Hwy 96 to Joliet	4200	1987	2006					4200	\$16,307	
Keiman Court	Woodland Acres	1200	1987	2007							
100th Street	Ideal to Heron	1800	1992	2006			1800	\$6,989			
Fieldridge Road	North of 101st St	1600	1992	2006							
Hadley Av, Ct, Cir	North of Hwy 96	4300	1992	2004							
Hidden Glade Av	North of Hwy 96	2000	1992	2004							
Indigo Trail	East of Ideal	3400	1986	2004					200	\$777	
110th Street	Lansing to Manning	4500	2004	2012							
117th Street	Kimbro to Lansing	1200	2004	2012							
118th Street	East of Kimbro	400	2002	2012							
118th Street	Kimbro to Keystone	950	2004	2012							
Keystone Ave	118th St to 119th St	350	2004	2012							Old County 68
Kimbro Ave	117th St to 118th St	800	2004	2012							
Lansing Ave	110th St to 117th St	4400	2004	2012							
115th Street	Hilcrest to Honeye	1900	1998	2009							
Great Oaks Rd	North of 117th St	1300	1996	2010							

GRANT SEAL COAT/MAINTENANCE PLAN

Street Name	Address Range	Length (FT)	Paved	Last SC	Seal Coat/Maintenance Length (Feet) by Year					Area			
					2014	2015	2016	2017	2018		2019		
Grenelle Ave	South of 117th St	3600	1990	2006					3600	\$13,977			
Hilcrest Court	North of 115th St	1300	2002	2009									
Hilcrest Drive	South of 115th St	1060	1998	2008									
Honeye Ave	115th St to 120th St	2600	1998	2009									
Indian Wells Tr	East of Grenelle	880	2002	Delhwd									
88th St/Jeffrey Ave	East of Jamaica	2800	1985	2006		2800	\$50,824						
Dellwood Rd Ln	South of 96	2400	1997	2004	2400	\$9,318							
Dellwood Rd Ct	North of Hwy 96	700	1994	2004	700	\$2,718							
Ideal Ave	South of Hwy 96	4400	2007										
Ivy Ave/Iaska Tr/Ct	East of Jamaica	6500	2000	2009									
Joliet Ave	South of Hwy 96	2400	1997	2004	2400	\$9,318							
Justen Trail	Jamaica to Hwy 96	2700	1986	2004	2700	\$10,483							
Kimbro Ave	Hwy 96 to Co Rd 12	8200	1991	2006		8200	\$51,857						
Knollwood Drive	North of Hwy 96	2800	1991	2004									
Irish Ave	11330 to 11896	6500	1994	2001									
Irish Ave	11034 to 11049	1460	2003	2012									
Ironwood Ave	110th to Irish	1050	2003	2012									
Isleton Ave/Ct	East of Irish	4200	1996	2001	4200	\$16,307							
65th Street	East of Jasmine	860	1987	2008									
97th Street	West of Manning	300	1985	2010									
105th Street	West from Inwood	500	1990	2008									
Imperial Ave	South of 120th St	1800	1985	2010									
Ingborg Circle	West of Ingberg Ct	900	1998	2008									
Jamaica Ave	North of 64th St	150	2005					150	\$582				
Jamaica Ave	South of CR 12	700	1978	2008									
Jarvis Ave	North of 60th St	200	1991	2008									
Jewel Ave	North of 85th St	150	1984	2008									
Kimbro Ave Ct	10700 to 10990	1500	1987	2008									
Maple St (85th St)	East of Mahtomedi	700	1986	2008									
Jasmine Avenue	60th St to 65th St	2450	2009		2450	\$9,512							
110th Street	West of Julianne Ave	1140	2011					1140	\$4,426				
Paved Road	Total Length (Feet)	170860			14850			15000				16250	
Paved Road	Total Length (Miles)	32.36			2.81			2.84			3.39	3.08	
2014 Cost / Mile	\$	20,500				\$7,656		\$53,580		\$60,918		\$58,239	
Total 6 Year Cost	\$	362,982								\$69,498			\$63,092
Average Cost / Year	\$	60,497.00											

Denotes segments scheduled for patching

Proposer: <u>Allied Blacktop Company</u>		Telephone No.: <u>763 425 0575</u>
Address: <u>10503 89th AVE N</u>		Fax No.: <u>763 425 1046</u>
City, State, Zip: <u>Made Grove MN 55369</u>		

QUOTE FORM
2014 SEAL COAT PROJECT
CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA
WSB PROJECT NO. 01936-460

No.	Mat. No.	Item	Units	Quantity	Unit Price	Total Price
1	2356.505	BITUMINOUS MATERIAL FOR SEAL COAT (CRS-2)	GALLON	9500	\$ <u>3.75</u>	\$ <u>35,625.00</u>
2	2356.507	SEAL COAT AGGREGATE (FA-2)	TON	380	\$ <u>67.00</u>	\$ <u>25,460.00</u>
TOTAL IMPROVEMENTS						\$ <u>61,085.00</u>

Peter M Capistrant

Peter M Capistrant
 7-25-14

Proposer: <u>Allied Blacktop Company</u>		Telephone No.: <u>763 425 0575</u>
Address: <u>10503 89th AVE N</u>		Fax No.: <u>763 425 1046</u>
City, State, Zip: <u>Maple Grove MN 55369</u>		

QUOTE FORM
2014 SEAL COAT PROJECT
CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA
WSB PROJECT NO. 01936-460

No.	Mat. No.	Item	Units	Quantity	Unit Price	Total Price
1	2356.505	BITUMINOUS MATERIAL FOR SEAL COAT (CRS-2)	GALLON	9500	\$ <u>3.75</u>	\$ <u>35,625.00</u>
2	2356.507	SEAL COAT AGGREGATE (FA-2)	TON	380	\$ <u>67.00</u>	\$ <u>25,460.00</u>
TOTAL IMPROVEMENTS						\$ <u>61,085.00</u>

Add: \$6,720.00 To clean and seal cracks on areas 1, 2, 4 and 5. I don't recommend crack sealing on area #3.

1) \$1,160.00 2) \$940.00 4) \$3,090.00 5) \$1,530.00

Peter M Capistrano

Peter M Capistrano
7/25/14

Proposer: PEARSON PAWS, INC	Telephone No.: 391-6652
Address: 11079 LAMONT AVE	Fax No.: 391-6657
City, State, Zip: MINNOCHE, MN 55321	

QUOTE FORM
 2014 SEAL COAT PROJECT
 CITY OF GRANT
 WASHINGTON COUNTY, MINNESOTA
 WSE PROJECT NO. 01936-460

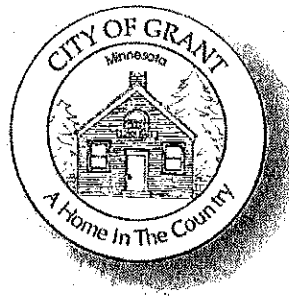
No.	Mat. No.	Item	Units	Quantity	Unit Price	Total Price
1	2356.505	BITUMINOUS MATERIAL FOR SEAL COAT (CRS-2)	GALLON	9500	\$ 3.99	\$ 37,905.00
2	2356.507	SEAL COAT AGGREGATE (FA-2)	TON	380	\$ 72.00	\$ 27,360.00
TOTAL IMPROVEMENTS						\$ 65,265.00

Project Manual

July 21, 2014

2014 Seal Coat Project

Prepared for:



City of Grant
111 Wildwood Road
Willernie, MN 55090

WSB Project No. 1936-46

701 Xenia Avenue South, Suite 300 Minneapolis, MN 55416 763.541.4800



INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into as of the 6th day of August, 2014, by and between the CITY OF GRANT, a Minnesota municipal corporation ("GRANT") and ~~XXXXX~~ ("CONTRACTOR").

Recitals

- A. GRANT is a Minnesota municipal corporation with its City Hall located at 111 Wildwood Road, Willernie, Minnesota 55090.
- B. CONTRACTOR desires to assist GRANT as an independent contractor in providing professional consulting services to GRANT clients and GRANT desires to retain CONTRACTOR upon the terms and conditions hereafter set forth.

NOW THEREFORE, in consideration of the foregoing recitals, which are true and correct and incorporated herein and the mutual obligations set forth below, GRANT and CONTRACTOR hereby agree as follows:

Agreement

1. Performance by CONTRACTOR

GRANT engages CONTRACTOR to furnish the services described in the Statement of Work attached to this Agreement, and incorporated herein by reference as **Exhibit A** and CONTRACTOR agrees to provide seal coat services (the "Services") specified in the Statement of Work.

2. Payment for Services

a. *Fees.* GRANT agrees to pay CONTRACTOR for the Services at a negotiated rate in accordance with the Rate Schedule attached and incorporated herein as **Exhibit B**.

b. *Out-of-Pocket Expenses.* Except as agreed by GRANT, CONTRACTOR shall be responsible for all out-of-pocket expenses incurred in the performance of the Services on behalf of GRANT.

c. *Invoices.* CONTRACTOR shall invoice GRANT monthly for Services rendered during the previous month in accordance with the Rate Schedule attached as **Exhibit B**.

d. *Miscellaneous.* CONTRACTOR agrees to execute such affidavits and receipts as GRANT shall request in order to acknowledge payment by GRANT. CONTRACTOR acknowledges that its federal employer tax identification number, provided to GRANT is correctly set forth in the Statement of Work attached to this Agreement.

3. Independent Contractors

CONTRACTOR and GRANT are independent of one another and neither party's employees will be considered employees of the other party for any purpose. This Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other to any third party. GRANT shall have no right to direct or control CONTRACTOR with respect to CONTRACTOR'S activities hereunder. CONTRACTOR acknowledges, understands and agrees:

a. CONTRACTOR will not be treated as an employee of GRANT for purposes of the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Act, income tax withholding and applicable state laws, including, without limitation, those pertaining to workers' compensation, unemployment compensation and state income tax withholding;

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

c. Information returns will be filed with appropriate federal and state taxing authorities indicating CONTRACTOR'S status as self-employed.

4. Business of Contractor

The CONTRACTOR represents and warrants to GRANT that it is engaged in the business of providing Tree Trimming and Brushing services and has complied with all local, state, and federal laws regarding business permits and licenses that may be required to carry out such business and to perform the services specified in this Agreement. Upon request by GRANT, CONTRACTOR shall provide GRANT with copies of all documents reasonably requested by GRANT to verify the CONTRACTOR'S established business and the representations set forth herein. Notwithstanding any due diligence performed by GRANT with respect to the subject matter of these representations, CONTRACTOR shall indemnify and hold GRANT, Council members, agents and employees, harmless from any and all claims, causes of action, losses, damage, liabilities, costs and expenses, including attorney fees, arising from breach of the representations set forth in this Section.

5. Employees of Contractor

CONTRACTOR shall be solely responsible for paying its employees. CONTRACTOR shall be solely responsible for paying any and all taxes, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing and other benefits for the CONTRACTOR and its employees, servants and agents.

6. Obligations of CONTRACTOR

a. *Scope of Services.* CONTRACTOR is required to perform the work as detailed in the Statement of Work.

b. *Invoices.* CONTRACTOR is required to invoice GRANT as provided in the Rate Schedule for all work performed in accordance with the Statement of Work.

7. Obligations of GRANT

GRANT agrees to make available to CONTRACTOR, upon reasonable notice, such information, data and documentation required by CONTRACTOR to complete the Services.

8. Insurance

CONTRACTOR shall furnish GRANT with current certificates of coverage of the CONTRACTOR, and proof of payment by the CONTRACTOR, for workers' compensation insurance, general liability insurance, motor vehicle insurance and such other insurance as GRANT may require from time to time. GRANT shall require general liability insurance coverage of not less than \$1,000,000.00 / \$2,000,000.00. GRANT shall require automobile vehicle coverage of not less than \$500,000.00 / \$500,000.00 / \$100,000.00. GRANT shall require umbrella coverage of not less than \$1,000,000.00. CONTRACTOR shall maintain all such insurance coverage and shall furnish GRANT with certificates of renewal coverage and proofs of premium payments. If the CONTRACTOR fails to pay a premium for insurance required by this paragraph before it becomes due, GRANT may pay the premium and deduct the amount paid from any payments due the CONTRACTOR and recover the balance from the CONTRACTOR directly.

9. Termination

a. *Commencement and Renewal.* This Agreement shall commence on the date set forth above and shall remain in effect for two years from date of contract.

b. *Termination.* Either party, upon giving written notice to the other party, may terminate this Agreement upon fifteen (15) days notice for any reason.

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

10. Risk

CONTRACTOR shall perform the Services at its own risk. GRANT will not reimburse CONTRACTOR for any expenses incurred by CONTRACTOR as a result of services rendered

under this Agreement, including, but not limited to, car-related expenses, telephone expenses, and or other business related expenses.

11. Limitation of Liability

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

12. Indemnity and Warranty

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

13. Assignment

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

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

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

14. Miscellaneous

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

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

c. *Waiver.* No waiver by GRANT of any breach by CONTRACTOR of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of

the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

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

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

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

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

GRANT:

CONTRACTOR:

CITY OF GRANT

By:

Its: Mayor

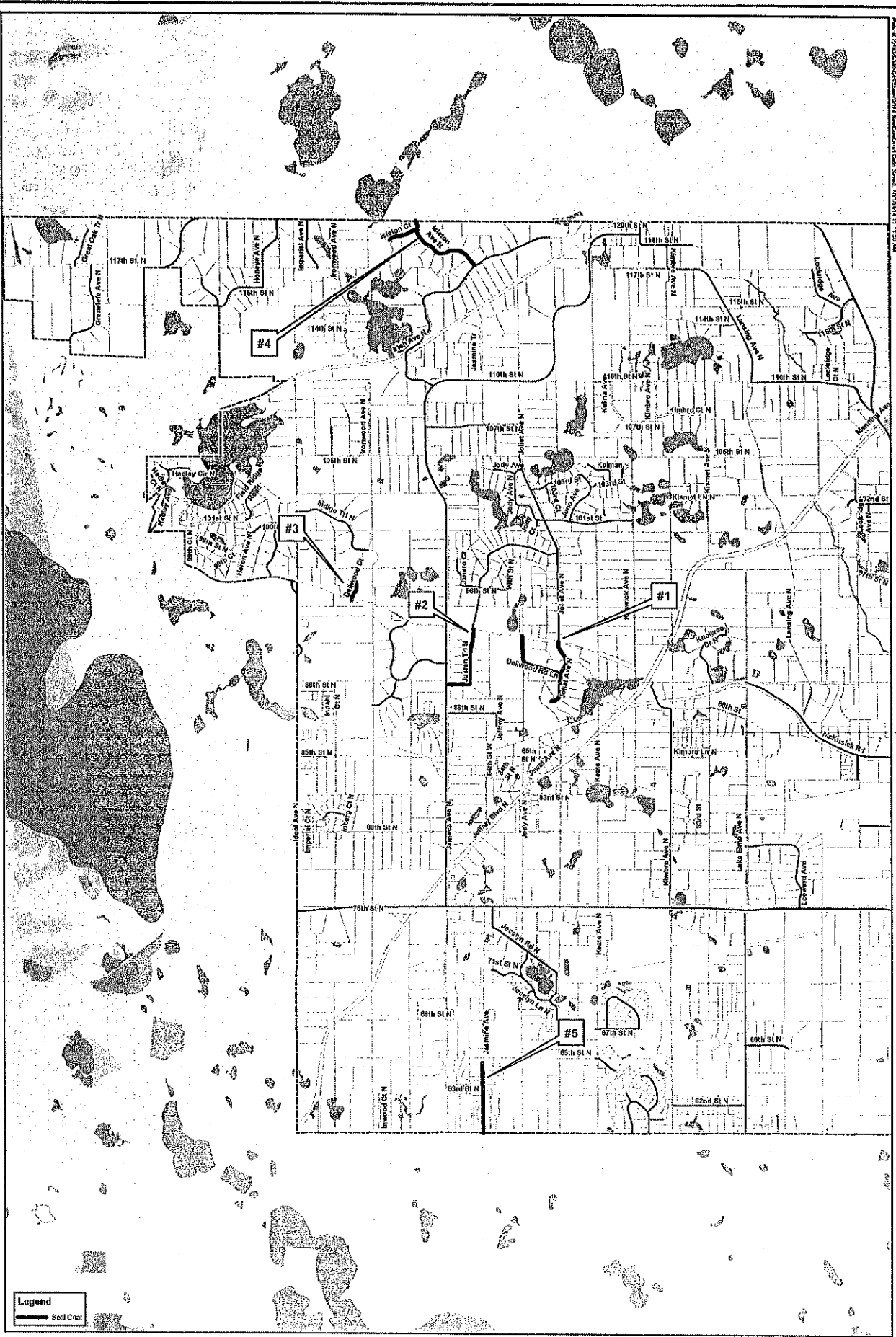
By:

ATTEST

By:

Its: City Clerk

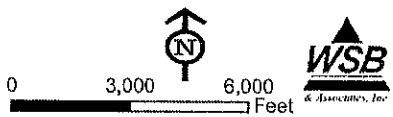
EXHIBIT A
STATEMENT OF WORK



Legend
 Seal Coat



2014 Seal Coat Map
City of Grant, Minnesota



11/15/14 11:13 AM
 7/25/14 11:13 AM
 7/25/14 11:13 AM

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	2
1402 – “OR EQUAL” CLAUSE.....	2
1507 – UTILITY PROPERTY AND SERVICE	2
1533 – TRAFFIC CONTROL	2
1547 – PROTECT EXISTING PAVEMENTS.....	2
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1550 – ACCESS ROADS.....	3
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DIVISION 1

GENERAL REQUIREMENTS

1010 – SUMMARY OF WORK

This project includes seal coating improvements within the City of Grant, Washington County, Minnesota.

The work to be done under this Contract shall include the furnishing of all labor, materials, tools, and equipment necessary to complete the work as shown in the plans and specified herein.

The Owner is the City of Grant. All work will be completed within public right-of-way, property under direct control of the Owner, easements obtained by the Owner, or on property for which the Owner has been granted right-of-entry.

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.

Quotes will be received until 5:00 p.m., Friday, July 25, 2014, by the City of Grant's engineer at WSB & Associates, 701 Xenia Avenue South, Suite 300, Minneapolis, MN 55416. The bids may be held for up to 60 days. The winning CONTRACTOR shall have all contracts signed and required bonds secured and delivered to the City of Grant prior to starting construction.

It is anticipated the contract will be awarded at the August 6, 2014 City Council meeting. Work shall not begin until after that date.

The City has approximately \$55,000 available for seal coating. If bids exceed \$55,000, the City may select specific segments to delete from the contract. The City may only be able to seal coat roadways until the available funding is depleted. If the unit prices are low enough seal coating on all four segments will be completed.

The project must be completed, including sweeping and restoration, by September 15, 2014, unless specifically directed by the Engineer.

1015 – PROJECT STORAGE AREA

The Contractor shall be responsible for identifying and providing a project storage area. 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 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.

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 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 in-place 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 City. The Contractor shall submit all requests through 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. Clean up 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 Township reserves the right to reduce certain quantities or delete certain items from each section of the bids as the Township 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.

DIVISION 2

SPECIAL PROVISIONS

2356 – BITUMINOUS SEAL COAT..... 1

DIVISION 2

SITE WORK

2356 – BITUMINOUS SEAL COAT

2356.1 – DESCRIPTION

This project includes seal coating roadways in the City of Grant, Minnesota. Street sweeping is incidental.

Section 2356 of the Mn/DOT "Standard Specifications for Construction," 2005 Edition and all modifications shall apply except as modified herein.

2356.2 – MATERIALS

A. BITUMINOUS MATERIAL

Bituminous material shall be of the kind and grade as indicated in the plans or directed by the Engineer and shall conform with Mn/DOT Specification 3151.

Emulsified Asphalt **CRS-2**

B. AGGREGATE

Aggregate shall conform to Mn/DOT Specification 3127 for **FA-2 (one-eighth inch [1/8"] Trap Rock Chips)** 100% crushed aggregate.

The aggregate for any single street or area shall be obtained from one source.

C. STOCKPILE

The Contractor shall work with the City of Grant to determine an approved stockpile location.

The Contractor shall furnish Public Works with at least one week advance notice prior to delivery of stockpile. Contractor shall contact the City to coordinate a stockpile location. Due to the volume of aggregate needed for the project, a working pile may have to be utilized. The Contractor shall ensure that public access is not obstructed at any time. The Contractor shall contact the City Engineer prior to stockpiling or delivery of aggregate to any site.

D. TEMPORARY RAISED PAVEMENT MARKINGS (TRPM)

Provide a qualified TRPM of the appropriate type for seal coat. Qualified materials can found on MnDOT's Qualified Products List on the Office of Traffic, Safety and Operations website.

E. SUBMITTALS

The Contractor shall furnish the Engineer with material testing analysis seventy-two hours (72 hours) prior to commencement of work.

2356.3 – CONSTRUCTION REQUIREMENTS

Construction requirements shall be in conformance with Mn/DOT Specification 2356.3 and as indicated herein.

The Contractor shall completely roll all sealed areas with pneumatic rollers. A minimum of three rollers shall be rolling and must roll a minimum of four (4) passes over all areas at a speed of no more than 5 miles per hour.

Prior to starting work, the Contractor shall meet with the Engineer to discuss the method and means of material supply, work schedule, and generally review the specifications.

Traffic rerouting shall be the responsibility of the Contractor. All flag men, barricades, flashers and safety measures are the sole responsibility of the Contractor. Strict enforcement of traffic rerouting shall be maintained in accordance with Section 2356.3 of the State Specifications.

Contractor shall supply and install "No Parking" signs on all streets, at least 24 hours before seal coating begins, Contractor will be responsible to get parked cars moved. Contractor shall also supply and install loose gravel signage and leave them in-place until the street has been swept.

Contractor shall cover manhole and valve shutoff covers to protect from seal coat material with sand and pick up sand immediately after seal coating and remove sand from site.

The Contractor shall make arrangements with the City to obtain water as may be required for the project.

Immediately prior to the application of any bituminous material, the Contractor shall sweep and clean the road surface for the full width to be treated. **After completion of the application of seal coat, the Contractor shall sweep up the surplus of aggregate within twenty-four (24) hours. The Contractor shall re-sweep the areas between seven (7) and fifteen (15) days after application.** In the event the re-sweeping is not completed within fifteen (15) calendar days after completion of the seal coat application, a penalty of One Hundred Dollars (\$100.00) per day on each street identified as not having been swept shall be charged until the sweeping is completed.

All sweeping shall be accomplished with a self-propelled pick-up type sweeper. Application of water may be required to minimize the creation of air borne dust and assist in the cleaning operation.

The excess aggregate swept from the streets prior to seal coating shall be the property of the Contractor and removed from the site.

Temporary raised pavement markings and coordination with the City shall be completed as **Incidental** to the seal coat operations.

The surplus aggregate swept from the streets after seal coating shall be removed by the Contractor and will become property of the Contractor.

A. APPLICATION OF BITUMINOUS SEAL MATERIAL

Bituminous seal material shall be applied at a rate of 0.25 gallons per square yard.

B. APPLICATION OF AGGREGATE

The cover aggregate shall be applied at a rate of twenty-five (20) pounds per square yard unless bleed through occurs in which additional aggregate shall be applied.

The FA-2, (trap rock) will be inspected by the City for conformance to specifications. The Contractor shall notify the City when the aggregate is ready for inspection and shall not place any aggregate until inspected by City. Aggregate samples submitted for testing must be taken from several areas of the stockpile after it is on the job site.

On site aggregate is to be tested by the Owner before use in seal coating. If aggregate does not meet specifications, Contractor is responsible for cost incurred for testing.

Application of Blotting Material – The Contractor shall apply dust blotting material where bleeding is detected as directed by City personnel. The Contractor is responsible for this application through September 2016 on areas detected in 2014 and in 2015; there shall be no additional compensation for time or materials for blotting areas that bleed through.

2356.4 – BASIS OF PAYMENT

Payment for the trap rock aggregate shall be made as “2356.507...Seal Coat Aggregate (FA-2)” and shall be compensation in full for all labor, materials, and equipment necessary to complete seal coating using trap rock aggregate.

2356.4 – METHOD OF MEASUREMENT

A. BITUMINOUS MATERIAL

Bituminous material applied on the road will be measured by volume in gallons at sixty degrees Fahrenheit (60°F) in accordance with ASTM Tables D1250 and D633.

The Contractor shall furnish measure slips of volume delivered to job.

B. SEAL COAT AGGREGATE

Seal coat aggregate will be measured by the square yard.

2356.5 – BASIS OF PAYMENT

Payment for “Bituminous Material for Seal Coat (CRS-2)” at the contract price per gallon shall be compensation in full for all costs to furnish all labor, equipment, documentation and materials necessary for the preparation, cleaning, and sealing of the streets on the basis of the following schedule.

The price of the bituminous seal coat aggregate shall include the cost of furnishing all labor, equipment, and materials necessary to place the seal coat aggregate.

All sweeping and removal of the sweepings after seal coating shall be considered incidental to the contract with no additional compensation allowed.

If any application rate, as determined by the Engineer, is greater than ten percent (10%) over that designated by the Engineer at the start of the project, the materials in excess shall be incidental to the project.

EXHIBIT B
RATE SCHEDULE

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

QUOTE FORM
 2014 SEAL COAT PROJECT
 CITY OF GRANT
 WASHINGTON COUNTY, MINNESOTA
 WSB PROJECT NO. 01936-460

No.	Mat. No.	Item	Units	Quantity	Unit Price	Total Price
1	2356.505	BITUMINOUS MATERIAL FOR SEAL COAT (CRS-2)	GALLON	9500	\$ _____	\$ _____
2	2356.507	SEAL COAT AGGREGATE (FA-2)	TON	380	\$ _____	\$ _____
TOTAL IMPROVEMENTS					\$ _____	

STAFF REPORT

TO: Mayor & City Council Members **Date:** July 29, 2014 revised
 Kim Points, City Clerk June 23, 2014
 Nick Vivian, City Attorney
From: Jennifer Haskamp **RE:** CUP to construct a Private
 Recreational facility to include an
 ice rink and supplemental storage

Background

At the regular City Council meeting on July 1, 2014 the Applicants, Chuck and Tami Lucius, presented an application for a Conditional Use Permit (CUP) to construct an ice arena (accessory structure) on their property located at 6990 117th Street North. A duly noticed public hearing was held to consider the request including the construction of the building and the proposed operations which would occur in the facility. Please review the previous staff report and attachments in conjunction with this updated report as staff has not attempted to repeat previous information in an effort to be clear and concise.

After much discussion, it was recommended that the Applicants continue to work with the city staff to determine what permits were necessary for the proposed structure, and to establish what activities were likely to occur within the facility. Based upon that recommendation, the Applicants have now provided a supplemental Narrative which further describes the proposed activities, and have also submitted a revised plan set which includes revisions both to the structure itself and the site plan. The following staff report has been prepared based upon the revised and/or amended information provided by the Applicants.

Project Summary

Applicant & Owner: Chuck & Tami Lucius	Site Size: 40 Acres (Parcel A)
Project Address: 6990 117 th Street N	9.79 Acres (Parcel B)
Zoning & Land Use: A1	Request: Conditional Use Permit (CUP)
Location Description (PIDs):	
0603021140001 – Parcel A, proposed facility located on this portion of the property.	
0503021230003 – Parcel B, addressed and owned by same as west parcel. No operations/construction is proposed on this parcel as a part of the project.	

The Applicant and Owner, Chuck and Tami Lucius (“Applicant”), have requested approval to construct a new private ice rink, with supplemental activities, on the subject property. Based upon the City’s definitions for accessory structures, the proposed use is only permitted if a CUP can be obtained for the proposed use. The following summary of the site and activities is provided:

Construct the Facility (“Accessory Building”): The facility is proposed to be constructed on the western 40-acre parcel, PID 0603021140001, near the eastern property line. The facility is identified on the attached plan set as the “Accessory Building”, whereas it was referred to as the Lucius Arena in the previous plan set. For the duration of this staff report, it will be referred to as the current plan designates, “Accessory Building”, but it should be noted that the facility is essentially the same, with the exception of the modifications identified within this report. The following table summarizes the changes as proposed by the Applicant between the plan reviewed in July and that which is before you this evening:

	Jun 10, 2014 Plan Set (Previous)	July 24, 2014 (Current)
<i>Size</i>	304' x 90'	256' x 90'
<i>Facility Area</i>	27,360 SF*	23,040 SF*
<i>Bathrooms</i>	3 women's stalls, 3 men's stalls, 1 unisex	3 unisex
<i>Locker Rooms</i>	4 Team Rooms Approximately 1,200 SF	1 Locker Room – 600 SF 1 Storage Room – 480 SF
<i>Ice Rink Size</i>	76'2" x 186'2"	81'2" x 201'2"
<i>Upper Level</i>	Arcade & Viewing Area	Area remains unchanged, viewing area now identified as “Chaz’s & Cruz’s shooting lanes and stick handling area” and the Arcade is identified as, “Chaz’s & Cruz’s X Box & Games”

* Reduction in Square Footage primarily on south side of proposed structure where approximately 4,000 square feet of storage space was removed.

The amended plan also includes an area for the ice re-surfacer, and other ancillary uses which are essentially consistent with the previous plan set.

Main Access and Parking: The facility is proposed to be accessed from a single access off of 117th Street North (CSAH 7) which is north of the proposed facility. The Applicant is proposing to use the existing driveway and connect the facility and associated parking lot with the driveway. The amended plan shows a reduced area dedicated to parking and proposes to surface the parking area with crushed limestone. As proposed, the parking area is not striped and it is not clear how many parking spaces would be accommodated but it appears to be sized to accommodate approximately 20-25 vehicles.

Stormwater Control/Ponding: The Applicant has proposed to manage the increased stormwater as a result of the impervious surface coverage in a low-area located directly west of the proposed facility with emergency overflow accommodated to the southwest of the proposed facility. An update stormwater report was not prepared with this update, and therefore the City Engineer’s memo attached in the July 1st staff report addressing this issue has not been updated.

Operations: The Applicant has provided a narrative describing the proposed activities and operations of the facility.

Review Criteria

According to the City Code the proposed uses require a Conditional Use Permit. The City Code states the following for consideration when reviewing a Conditional Use Permit (32-141):

“(c) Conditional uses as listed in section 32-245 shall be considered only if they support the goals and objectives of the comprehensive plan; protect and enhance the city’s rural character; serve, in a general way the needs of the citizens; and do not negatively affect the general welfare, public health and safety.

(d) In determining whether or not a conditional use may be allowed, the City will consider the nature of the nearby lands or buildings, the effect upon traffic into and from the premises and on adjoining roads, and all other relevant factors as the City shall deem reasonable prerequisite of consideration in determining the effect of the use on the general welfare, public health and safety.”

(e) If a use is deemed suitable, reasonable conditions may be applied to issuance of a conditional use permit, and a periodic review of said permit may be required.”

In order to determine the appropriateness of the proposed CUP, the proposal should be reviewed for compliance and consistency with adjacent uses, the zoning district regulations, the performance standards, and other supplemental regulations.

Additional Ordinance Considerations

After the July meeting, staff worked with the Applicant to understand their vision for the facility and to better understand their intended use and operations of the facility. Section 32-313 Accessory buildings and other non-dwelling structures, states the following:

“(a) Types of Buildings. Accessory buildings and other non-dwelling structures include the following: storage or tool sheds; detached residential garages; detached rural storage buildings; detached domesticated farm animal buildings; agricultural farm buildings; non-accessory, non-dwelling structures. Said buildings are defined as follows:

(1) – (4) Not Applicable

(5) Non-accessory, non-dwelling structures means a structure intended for uses permitted by conditional use permit. (Refer to section 32-245 and subsection (b) of this section.)

The proposed use does not fit into the definitions identified within 1 through 4, and therefore is subject to the definition as provided within (5) which describes Non-accessory, non-dwelling structures. Review of the table identifies the following uses on the table, which might be considered most similar to that of the proposed use:

Use	Conservancy	A1	A2	R1	GB
Commercial recreation	C	C	C	C	C

Recreation areas – private	C	C	C	C	N
Recreation areas – commercial	N	C	N	N	C

The City’s ordinances do not provide a definition for these uses, and therefore staff provides the following background for your consideration.

The American Planning Association provides the following general definitions:

Recreation, commercial

Any establishment whose main purpose is to provide the general public with an amusing or entertaining activity and where tickets are sold or fees are collected for the activity. Includes, but not limited to, skating rinks, water slides, miniature golf courses, arcades, bowling alleys, and billiard halls, but not movie theaters.

Recreation area, private

An area providing private recreational facilities such as playgrounds, parks, game courts, swimming pools, and/or playing fields.

Zoning/Site Review

The following review is provided with respect to how the proposed amended project conforms, is consistent, or inconsistent with the zoning and site regulations.

Dimensional Standards

The following site and zoning requirements in the A-1 district regulate the site and proposed project:

Dimension	Standard
Lot Size	5 acres
Frontage /Lot Width on an Improved Public Road	300'
Front yard - centerline of County Road (Principal Structure)	150'
Front Yard Setback - Arterials	150'
Side Yard Setback	20'
Rear Yard Setback	50'
Height of Structure	35'
Driveway Setback	5'
Parking Lot setback	10' from ROW
Wetland Setback Structure (Buffer)	75' (50')
Impervious surface coverage	50%
Floor Area Ratio	30%
Accessory Buildings – Lot Size 40Acres +	No limit

- Accessory Building (Setbacks & Frontage): The northern property line abuts the 117th Street North right-of-way, and the parcel has approximately 1,320' of frontage, and a total of 1,640' of frontage if considering both Parcel A and Parcel B. As sited, the proposed facility meets the City's ordinances for lot frontage and lot width on a public street.
- The proposed facility is located approximately 150' from the northern property line (front yard); 1,115' from the west property line; 108' from the east property line of Parcel A, and 429' from east property line if considering Parcel B; and 1,033' from the rear property line. As sited, the proposed facility meets the City's ordinances for setbacks.
- Parking Lot (Location): The site plan has been amended to reflect a parking area located to the east of the proposed building. Parking area is proposed to be surfaced with crushed limestone and appears to accommodate approximately 20-25 vehicles. The proposed parking lot would not be striped, and is proposed to accommodate the occasional events as described within the Applicant's narrative.
- Parking: The City's zoning ordinance does not have a specific parking standard for the proposed use of the Accessory Structure and it is difficult to determine an appropriate number of parking stalls that would be necessary based upon the Applicant's proposed use of the facility and narrative. Depending on the use, duration and intensity of the facility the number of stalls may be different (for example if the Council would place a condition on the number of visitors/users at the facility). If the City Council determines that the use is consistent with the City's ordinances, an appropriate number of stalls should be established once conditions have been identified. ***Staff would recommend review of the parking lot once conditions and further direction regarding the facility is determined.***
- Driveway/Circulation: The application proposes to utilize the existing driveway and has not identified any additional improvements to be made to the existing condition of the driveway or access. The existing driveway is connected to 117th Street North which is CSAH 7, a County Road. The driveway runs along the property line between Parcel A and Parcel B and connects to the proposed parking lot on the west side of the driveway. The County has briefly reviewed the application and has stated that they need additional information with respect to intensity of use, duration, number of trips, etc., before they can determine whether any modifications would be necessary. If the Applicant uses the facility for personal use with very limited trips, then the existing access may be adequate. However, if the facility is used more frequently or with greater intensity, then review of the access location, spacing from other access points, etc., would need to be reviewed. ***The driveway, as currently located, meets***

the setback requirements as identified within the City's zoning ordinance. Depending on the recommendations of the City Council, further detail and modifications of the driveway and access may be necessary, and if so, proper staff review will be conducted based upon any necessary changes to the site plan.

Architecture &
Building Height:

The architectural plans and elevations are attached on Sheets A2.1, A2.2 and A3.1. As shown on Sheet A3.1, the proposed height from floor to the peak of the roof is approximately 32.5 feet, with 4 metal pre-finished 4' tall cupolas along the roof ridge. The facility is proposed to be constructed with a metal ribbed roof, assumed to be a standing seam product, and the walls constructed from prefinished insulated concrete panels. The east elevation is proposed as the primary facade, which includes two main entrances, and a garage door. With respect to access the south and west elevations will also contain operable doors, including garage doors allowing for larger storage items to easily be moved in and out of the facility. There is minimal fenestration and/or articulation on all elevations, particularly in the areas where the proposed arena is housed within the facility. A description of the proposed color palette and/or materials treatment of the facility was not provided. *Considering the large scale of the facility, staff would recommend requesting additional information regarding the materials selection and colors to be used as part of the proposed structure. In particular samples of the roof product may be helpful given the large scale of the facility. The existing building meets the City's standards for height.*

FAR and Coverage:

When considering all impervious surface area (coverage), including the proposed parking lot, there is a total of approximately 48,500 square feet of coverage which is equivalent to approximately 1.11 Acres. When considering the total area of the Parcels (Parcels A and B) the total acreage is 49.79 which is then equivalent to $1.11/49.79 = 2.2\%$ coverage. When considering the floor area ratio, the parking lot and drive aisles are excluded which results in approximately 38,190 square feet of building area, which is equivalent to approximately 1.8% FAR. *The proposed site plan meets the City's ordinance standards for Coverage and FAR.*

Septic System:

The amended plan set reduces the number of restrooms in the proposed facility. As such, the septic system to support the facility will need to be reviewed and approved by the County. *All appropriate permits, including full installation and design of the system shall be completed in compliance with Washington County standards. If approved, staff would recommend that the Applicant provide a copy of all permits related to the facility for record keeping.*

Lighting

Section 32-321 Lighting, Light Fixtures and Glare addresses lighting standards of off-street parking areas and indicates that no more than 1 footcandle may be

emitted on a public street, and no more than 0.4 footcandles on adjacent residential property. The Applicant has proposed to reduce the amount of lighting of the facility as described in the attached narrative. The previous plan set was in compliance with ordinance standards, and therefore it is reasonable to conclude that the reduction in lighting will be in compliance with ordinance standards.

Landscaping/Plantings A revised landscape plan was not provided and therefore staff would suggest review of the previous plan, L1.1 dated 6/10/2014. The Applicant has also provided some explanation within the attached narrative. *Staff would recommend discussion of the proper screening and whether any additional landscaping is necessary based upon the proposed use and location of the Accessory Building.*

Hours of Operation The Applicant has not proposed any specific hours of operation (see attached Narrative). While the proposed facility is private, it is not clear the frequency or intensity of use anticipated with the structure. The narrative suggests that there will be minimal traffic generated, but does suggest that there may be trainers entering and exiting the facility, friends during tournaments, etc. Therefore, establishing hours of operation, for those times when others visit the site, may be reasonable to consider and discuss. *As such staff would recommend discussing appropriate hours of operation, and what might be reasonable with respect to the proposed use.*

Noise As stated within the narrative, the Applicant has stated that there will be minimal traffic generated as a result of the proposed use. However, the narrative does indicate that they would like to hold a couple tournaments at the facility, which could generate significant traffic and noise depending on the number of cars and/or users. As stated in the previous staff report, the Applicant shall be aware that they must operate in compliance with the MPCA noise standards which include specified sound levels depending on the time of day.

Zoning/Use Analysis Summary

As touched on throughout this staff report, the proposed use of the Accessory Building as an Ice Arena has not been reviewed in the City before. Therefore it is important to review the code and determine whether or not the proposed use is consistent with the City's Comprehensive Plan and Zoning Ordinance which prioritizes maintaining the City's rural character. While the use is private, that does not necessarily mean that it won't be used regularly by several families, and therefore the level of intensity of the facility must be considered. Generally, staff would recommend discussing whether the use is consistent with the Comp Plan, and also whether or not the proposed facility fits within the City's table of uses as a "recreational area – private" or "commercial recreation". Based upon the APA's general definitions, it seems that the proposed ice rink would be fairly consistent with the uses as presented on Table 32-246; however, the City Council must decide whether this definition is consistent with the City's thoughts on what constitutes a "recreation area" or

“commercial recreation”. If it is inconsistent, then staff would request the council provide detail regarding your thoughts on how these uses would be defined/tailored within the City of Grant.

Engineering Standards

An updated memo will be prepared by the City Engineer once the recommendations of the City Council have been provided. The plan set may need further revisions depending on the level of intensity recommended by the Council, and once those determinations have been made, a full review will be conducted and provided prior to the next Council meeting.

Other Agency Review

The property is located within the Rice Creek Watershed District, and the plans have been submitted for their review and consideration. The Applicant provided a copy of their submittal to RCWD with their application. Washington County transportation is also reviewing the application, as well as Washington County environmental services for the septic design.

Draft Considerations and Recommendations

First and foremost, the City Council must determine whether the proposed use of the Accessory Building is consistent with a similar use stated within the Table of Uses (Commercial Recreation; Recreational Area – Private; or other). If not, staff would request the Council provide some description about what you believe these uses include/are.

Conversely, if the Council finds that the proposed use of the Accessory Building for an ice rink is similar to uses established on the City’s Table of Uses, then staff would request direction from the Council with respect to the level of intensity associated with the proposed use. Specifically, staff would like further clarification from the Council with respect to the following items:

- How many visitors/skaters should be permitted to use the facility at any time? Are team practices acceptable? Individual training sessions? Group training sessions limited #-students?
- Should the number of restrooms be limited in the facility? The current plan identifies 3 unisex restrooms, is this reasonable? If not, how many are reasonable?
- Proposed hours of operation – If visitors/friends will be using the facility, is reasonable to limit the hours of operation. Staff would recommend 8AM to 10PM as an initial timeframe for discussion.
- How many events should be permitted per year? The Applicant has indicated a desire to host a couple tournaments for their children each year? What is acceptable – 2, 3, 4 or more?
 - Should there be an occupancy established for the tournaments? Number of Cars?
- Parking area – the parking area shown on the plan set appears to accommodate 20- 25 vehicles. Does this seem reasonable based upon the activities described above? Is it appropriate to be crushed limestone as proposed? Should it be a paved surface?
- Buffering – should there be any additional buffering or screening of the facility? Is a landscape buffer appropriate or is something more substantial necessary (such as a berm)?

Draft Conditions

If Council recommends approval of CUP for the proposed use, staff provides the following draft conditions:

- The Principal Use of the property shall be residential, and this use is permitted only as an Accessory Use and requires the residence to be occupied.
- The stormwater management plan shall be updated to reflect the revised site plan and shall be reviewed and approved by the City Engineer.
- All activities shall operate in compliance with the MPCA's noise standards and regulations.
- All visitor and patron parking shall be accommodated onsite, and no on-street parking shall be permitted associated with the facility. The parking lot shall meet the review and approval of the City engineer.
- No signage was reviewed as part of this Application, and any future signage shall be subject to review and approval and shall be required to be consistent with applicable ordinance standards in place at time of application.
- All necessary permits from RCWD must be obtained prior to issuance of a grading or building permit.
- Septic design and permit must be obtained from Washington County, and a copy of any approvals and permits submitted to the City for record keeping.
- A building permit must be obtained prior to beginning any work on site.

Action requested:

Staff is requesting the Council review the staff report and direct staff to prepare a resolution of approval with conditions, or denial with findings to be brought back to the regular September Council meeting.

Attachments

Applicant's CUP Narrative

Accessory Building Plan Set, July 24, 2014



www.htg-architects.com
Minnesota Project Tampa Arizona

9300 Hennepin, Town Road
Minneapolis, MN 55947
Tel: 952.278.8880
Fax: 952.278.8822

PROJECT _____

LUCIUS ACCESSORY BUILDING

NEW BUILDING

GRANT, MINNESOTA

LUCIUS ACCESSORY BUILDING NEW BUILDING

GRANT, MINNESOTA

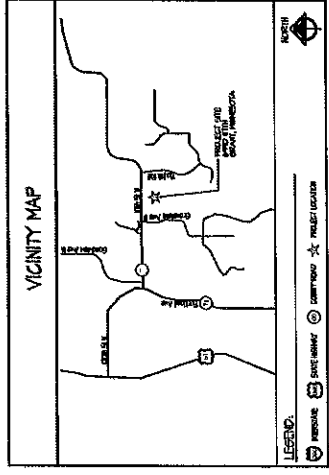
CONTRACTOR:
MOSEY HOMES, INC.
2000 W. WINDYBROOK DRIVE, SUITE 200
BOOMSBURY, MINNESOTA 55425
Tel: (612) 493-5855
Fax: (612) 493-1020
Contact: Bob Mosey

OWNER:
GACK & TAMI LUCIUS
3001 W. WINDYBROOK DRIVE
GRANT, MINNESOTA 55022

ARCHITECT:
HTG ARCHITECTS
6125 HENNEPIN TOWN ROAD
EDEN PRairie, MINNESOTA 55424
Tel: (952) 278-8880
Fax: (952) 278-8822
Contact: Tom Moore
Contact: Amy Tichauer

DRAWING INDEX

- T5 TITLE SHEET, DRAWING INDEX, & PROJECT DATA
- A11 OVERALL SITE PLAN
- A12 ENLARGED SITE PLAN
- A13 FLOOR PLAN AND SCHEDULES
- A22 PERMITTED PLAN AND SCHEDULES
- A31 BUILDING ELEVATIONS



MATERIAL SYMBOLS

	STONE		INSULATION
	CONCRETE BLOCK		ROOF INSULATION
	BRICK		FLOOR INSULATION
	CONCRETE BLOCK WITH F-JOINS		ACOUSTIC TILE
	BRICK WITH F-JOINS		SIDING
	BRICK WITH F-JOINS AND KERF GROOVES		METAL SIDING
	BRICK WITH F-JOINS AND KERF GROOVES AND METAL SIDING		

ABBREVIATIONS

A1	ASBESTOS	AL	ALUMINUM
A2	ASBESTOS FIBER	AN	ANODIZED ALUMINUM
A3	ASBESTOS REMEDIATION	AP	APPLY
A4	ASBESTOS SURVEILLANCE	AR	ARCHITECTURAL
A5	ASBESTOS TREATMENT	AS	ASBESTOS
A6	ASBESTOS WASTE	AT	ARCHITECTURAL TREATMENT
A7	ASBESTOS WASTE HANDLING	AV	AVAILABILITY
A8	ASBESTOS WASTE STORAGE	AW	AVAILABILITY
A9	ASBESTOS WASTE TREATMENT	AX	AVAILABILITY
A10	ASBESTOS WASTE DISPOSAL	AY	AVAILABILITY
A11	ASBESTOS WASTE REMEDIATION	AZ	AVAILABILITY
A12	ASBESTOS WASTE MONITORING	B1	BALANCE
A13	ASBESTOS WASTE TESTING	B2	BALANCE
A14	ASBESTOS WASTE ANALYSIS	B3	BALANCE
A15	ASBESTOS WASTE IDENTIFICATION	B4	BALANCE
A16	ASBESTOS WASTE CHARACTERIZATION	B5	BALANCE
A17	ASBESTOS WASTE QUANTIFICATION	B6	BALANCE
A18	ASBESTOS WASTE MAPPING	B7	BALANCE
A19	ASBESTOS WASTE RECORDING	B8	BALANCE
A20	ASBESTOS WASTE REPORTING	B9	BALANCE
A21	ASBESTOS WASTE COMPLIANCE	B10	BALANCE
A22	ASBESTOS WASTE ENFORCEMENT	B11	BALANCE
A23	ASBESTOS WASTE LITIGATION	B12	BALANCE
A24	ASBESTOS WASTE SETTLEMENT	B13	BALANCE
A25	ASBESTOS WASTE REPAIR	B14	BALANCE
A26	ASBESTOS WASTE RESTORATION	B15	BALANCE
A27	ASBESTOS WASTE RECONSTRUCTION	B16	BALANCE
A28	ASBESTOS WASTE REDEMPTION	B17	BALANCE
A29	ASBESTOS WASTE REUSE	B18	BALANCE
A30	ASBESTOS WASTE RECYCLING	B19	BALANCE
A31	ASBESTOS WASTE REPAIR AND RESTORATION	B20	BALANCE
A32	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B21	BALANCE
A33	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B22	BALANCE
A34	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B23	BALANCE
A35	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B24	BALANCE
A36	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B25	BALANCE
A37	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B26	BALANCE
A38	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B27	BALANCE
A39	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B28	BALANCE
A40	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B29	BALANCE
A41	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B30	BALANCE
A42	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B31	BALANCE
A43	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B32	BALANCE
A44	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B33	BALANCE
A45	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B34	BALANCE
A46	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B35	BALANCE
A47	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B36	BALANCE
A48	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B37	BALANCE
A49	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B38	BALANCE
A50	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B39	BALANCE
A51	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B40	BALANCE
A52	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B41	BALANCE
A53	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B42	BALANCE
A54	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B43	BALANCE
A55	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B44	BALANCE
A56	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B45	BALANCE
A57	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B46	BALANCE
A58	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B47	BALANCE
A59	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B48	BALANCE
A60	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B49	BALANCE
A61	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B50	BALANCE
A62	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B51	BALANCE
A63	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B52	BALANCE
A64	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B53	BALANCE
A65	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B54	BALANCE
A66	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B55	BALANCE
A67	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B56	BALANCE
A68	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B57	BALANCE
A69	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B58	BALANCE
A70	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B59	BALANCE
A71	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B60	BALANCE
A72	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B61	BALANCE
A73	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B62	BALANCE
A74	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B63	BALANCE
A75	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B64	BALANCE
A76	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B65	BALANCE
A77	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B66	BALANCE
A78	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B67	BALANCE
A79	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B68	BALANCE
A80	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B69	BALANCE
A81	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B70	BALANCE
A82	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B71	BALANCE
A83	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B72	BALANCE
A84	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B73	BALANCE
A85	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B74	BALANCE
A86	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B75	BALANCE
A87	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B76	BALANCE
A88	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B77	BALANCE
A89	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B78	BALANCE
A90	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B79	BALANCE
A91	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B80	BALANCE
A92	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B81	BALANCE
A93	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B82	BALANCE
A94	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B83	BALANCE
A95	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B84	BALANCE
A96	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B85	BALANCE
A97	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B86	BALANCE
A98	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B87	BALANCE
A99	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B88	BALANCE
A100	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B89	BALANCE
A101	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B90	BALANCE
A102	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B91	BALANCE
A103	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B92	BALANCE
A104	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B93	BALANCE
A105	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B94	BALANCE
A106	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B95	BALANCE
A107	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B96	BALANCE
A108	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B97	BALANCE
A109	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B98	BALANCE
A110	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B99	BALANCE
A111	ASBESTOS WASTE REPAIR AND RESTORATION SCHEDULES	B100	BALANCE

THOMAS S. MOORE
 PROJECT MANAGER
 T501
 DATE _____

TITLE SHEET, DRAWING INDEX
& PROJECT DATA

CHECKED BY: JAT

TS

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PROJECT

LUCIUS ACCESSORY
 BUILDING

NEW BUILDING

GRANT, MINNESOTA

ISSUED SET	DATE
REVISIONS	
DATE	NO.

HTG ARCHITECTS IS NOT PROVIDING CONTRACT ADMINISTRATION SERVICES FOR THIS PROJECT. HTG ARCHITECTS IS NOT A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MINNESOTA.

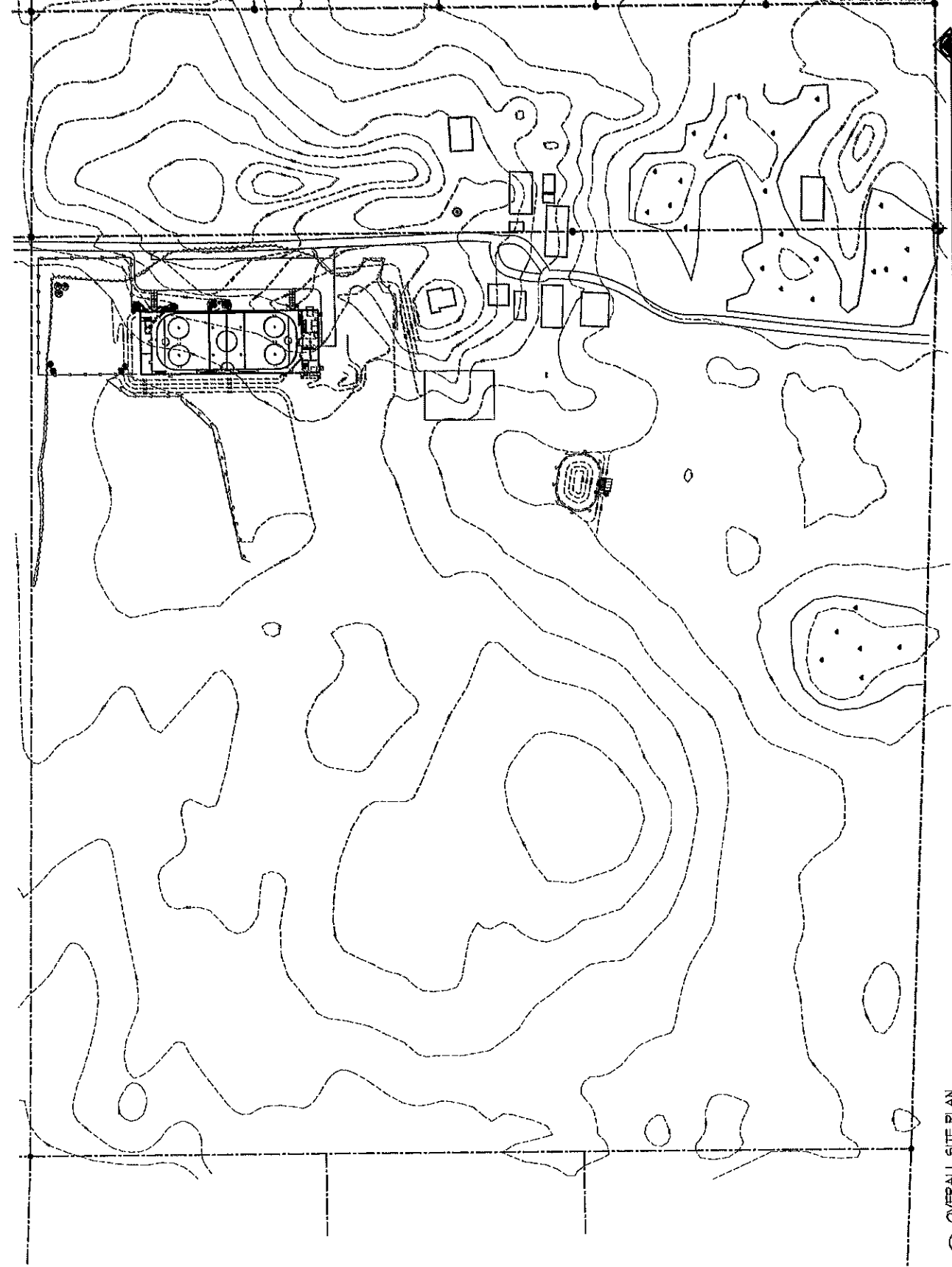
THOMAS R. MOORSE
 LICENSE NO. _____ DATE _____

SITE PLAN

DESIGNED BY: AJT
 CHECKED BY: TBL

A1.1

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OVERALL SITE PLAN
 15-600P



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 FAX: 952.278.8822

PROJECT

**LUCIUS ACCESSORY
 BUILDING**

NEW BUILDING

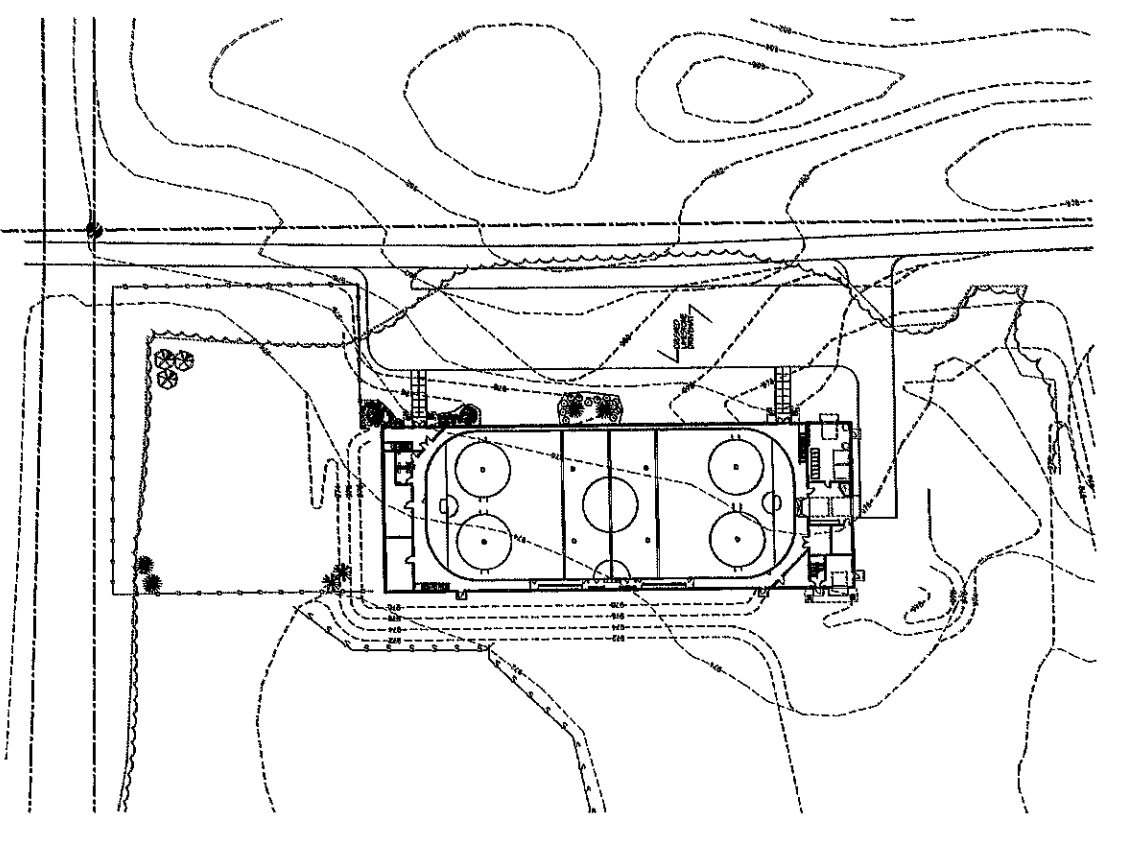
GRANT, MINNESOTA

REVISIONS	DATE	NO.	DESCRIPTION

THOMAS R. WOODSE
 ARCHITECT
 9300 HENNEPIN TOWN ROAD
 MINNEAPOLIS, MN 55347
 TEL: 952.278.8880
 FAX: 952.278.8822

THOMAS R. WOODSE	DATE
PROJECTS	SHEET

ENLARGED SITE PLAN



ENLARGED SITE PLAN
 1/8" = 1'-0"

MINNERS & PERKINS ARCHITECTS
A12
 STATE OF MINNESOTA

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PROJECT
LUCIUS ACCESSORY BUILDING

NEW BUILDING

GRANT, MINNESOTA

ISSUED BY: MALCOLM
 REVISIONS:
 DATE: N/A

THOMAS S. MOORSE
 REGISTERED ARCHITECT
 STATE OF MINNESOTA

MAIN LEVEL PLAN AND SCHEDULES

DATE: 04/24/2014

A2.1

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TESTED PLAN NOTES

- 1. TESTED DRAWING SET - SEE DRAWINGS
- 2. HIGHLY RECOMMENDED TO OBTAIN PERMITS FROM LOCAL AGENCIES
- 3. APPROVE ALL CHANGES
- 4. APPROVE ALL CHANGES
- 5. APPROVE ALL CHANGES
- 6. APPROVE ALL CHANGES
- 7. APPROVE ALL CHANGES
- 8. APPROVE ALL CHANGES
- 9. APPROVE ALL CHANGES
- 10. APPROVE ALL CHANGES

MAIN LEVEL GENERAL NOTES

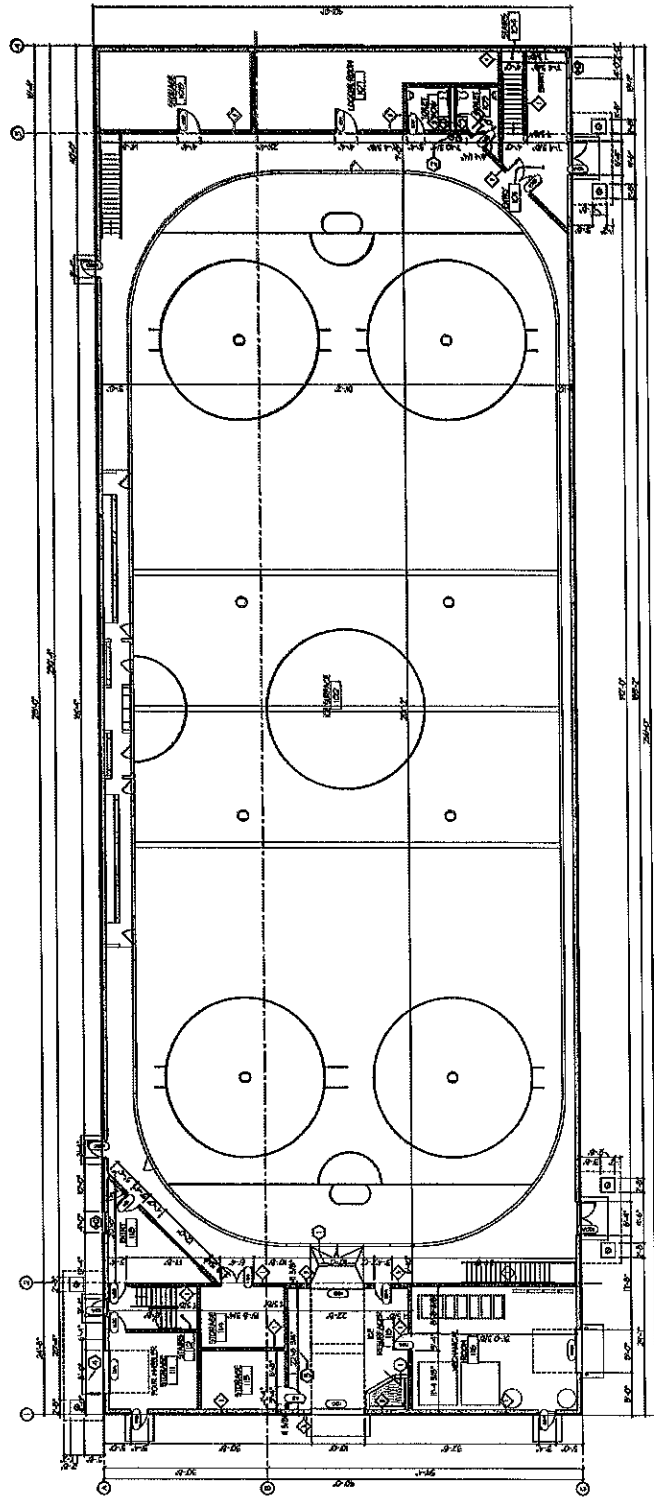
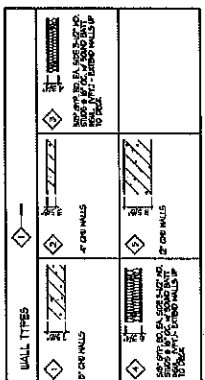
1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL WALLS AND PARTITIONS TO BE CONSTRUCTED AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM LOCAL AGENCIES.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL WALLS AND PARTITIONS TO BE CONSTRUCTED AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM LOCAL AGENCIES.
3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL WALLS AND PARTITIONS TO BE CONSTRUCTED AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM LOCAL AGENCIES.
4. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL WALLS AND PARTITIONS TO BE CONSTRUCTED AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM LOCAL AGENCIES.

DOOR SCHEDULE

ID	DOOR SIZE	MATERIAL	TYPE	FINISH	NOTES
D01	3'-0" x 7'-0"	STEEL	SWING	SMALL	INSULATED OVERHEAD DOOR
D02	3'-0" x 7'-0"	STEEL	SWING	SMALL	INSULATED OVERHEAD DOOR
D03	3'-0" x 7'-0"	STEEL	SWING	SMALL	INSULATED OVERHEAD DOOR
D04	3'-0" x 7'-0"	STEEL	SWING	SMALL	INSULATED OVERHEAD DOOR
D05	3'-0" x 7'-0"	STEEL	SWING	SMALL	INSULATED OVERHEAD DOOR
D06	3'-0" x 7'-0"	STEEL	SWING	SMALL	INSULATED OVERHEAD DOOR
D07	3'-0" x 7'-0"	STEEL	SWING	SMALL	INSULATED OVERHEAD DOOR
D08	3'-0" x 7'-0"	STEEL	SWING	SMALL	INSULATED OVERHEAD DOOR
D09	3'-0" x 7'-0"	STEEL	SWING	SMALL	INSULATED OVERHEAD DOOR
D10	3'-0" x 7'-0"	STEEL	SWING	SMALL	INSULATED OVERHEAD DOOR
D11	3'-0" x 7'-0"	STEEL	SWING	SMALL	INSULATED OVERHEAD DOOR
D12	3'-0" x 7'-0"	STEEL	SWING	SMALL	INSULATED OVERHEAD DOOR
D13	3'-0" x 7'-0"	STEEL	SWING	SMALL	INSULATED OVERHEAD DOOR
D14	3'-0" x 7'-0"	STEEL	SWING	SMALL	INSULATED OVERHEAD DOOR
D15	3'-0" x 7'-0"	STEEL	SWING	SMALL	INSULATED OVERHEAD DOOR
D16	3'-0" x 7'-0"	STEEL	SWING	SMALL	INSULATED OVERHEAD DOOR
D17	3'-0" x 7'-0"	STEEL	SWING	SMALL	INSULATED OVERHEAD DOOR
D18	3'-0" x 7'-0"	STEEL	SWING	SMALL	INSULATED OVERHEAD DOOR
D19	3'-0" x 7'-0"	STEEL	SWING	SMALL	INSULATED OVERHEAD DOOR
D20	3'-0" x 7'-0"	STEEL	SWING	SMALL	INSULATED OVERHEAD DOOR
D21	3'-0" x 7'-0"	STEEL	SWING	SMALL	INSULATED OVERHEAD DOOR
D22	3'-0" x 7'-0"	STEEL	SWING	SMALL	INSULATED OVERHEAD DOOR
D23	3'-0" x 7'-0"	STEEL	SWING	SMALL	INSULATED OVERHEAD DOOR
D24	3'-0" x 7'-0"	STEEL	SWING	SMALL	INSULATED OVERHEAD DOOR
D25	3'-0" x 7'-0"	STEEL	SWING	SMALL	INSULATED OVERHEAD DOOR
D26	3'-0" x 7'-0"	STEEL	SWING	SMALL	INSULATED OVERHEAD DOOR
D27	3'-0" x 7'-0"	STEEL	SWING	SMALL	INSULATED OVERHEAD DOOR
D28	3'-0" x 7'-0"	STEEL	SWING	SMALL	INSULATED OVERHEAD DOOR
D29	3'-0" x 7'-0"	STEEL	SWING	SMALL	INSULATED OVERHEAD DOOR
D30	3'-0" x 7'-0"	STEEL	SWING	SMALL	INSULATED OVERHEAD DOOR

ROOM FINISH SCHEDULE

NO.	ROOM NAME	FLOOR	WALLS	CEILING	DOORS	WINDOWS	FINISHES
1	OFFICE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE
2	STORAGE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE
3	STORAGE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE
4	STORAGE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE
5	STORAGE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE
6	STORAGE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE
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8	STORAGE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE
9	STORAGE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE
10	STORAGE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE
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12	STORAGE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE
13	STORAGE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE
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15	STORAGE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE
16	STORAGE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE
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18	STORAGE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE
19	STORAGE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE
20	STORAGE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE
21	STORAGE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE
22	STORAGE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE
23	STORAGE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE
24	STORAGE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE
25	STORAGE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE
26	STORAGE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE
27	STORAGE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE
28	STORAGE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE
29	STORAGE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE
30	STORAGE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE



MAIN LEVEL PLAN



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 Minneapolis, Minnesota, Thomas, Raymond

9300 Hennepin Town Road
 Minneapolis, MN 55347
 Tel: 612.278.8880
 Fax: 612.278.8822

PROJECT

LUCIUS ACCESSORY
 BUILDING

NEW BUILDING

GRANT, MINNESOTA

SCALE: 1/8" = 1'-0"
 DATE: 10/11/11
 DRAWN BY: J. H. H. / J. H. H.
 CHECKED BY: J. H. H. / J. H. H.
 PROJECT NO.: 11-0001
 SHEET NO.: A2.2

THOMAS & MOORE
 ARCHITECTS
 1000 W. WASHINGTON
 MINNEAPOLIS, MN 55401

UPPER LEVEL PLAN AND
 SCHEDULES

DATE: 10/11/11

A2.2

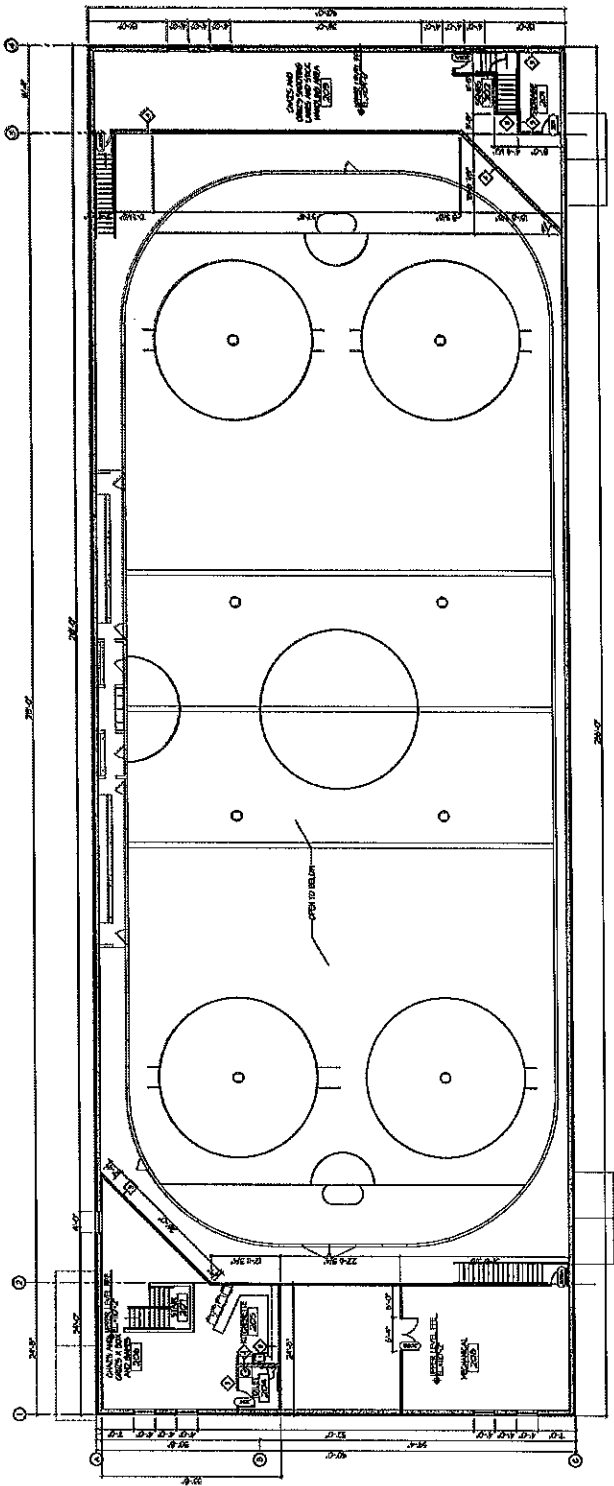
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DOOR SCHEDULE:

ID	DOOR SIZE	DOOR	FRAME	GLASS	FINISH	HARDWARE	NOTES
201	3'-0" X 7'-0"	PT	PT	PT	PT	PT	
202	3'-0" X 7'-0"	PT	PT	PT	PT	PT	
203	3'-0" X 7'-0"	PT	PT	PT	PT	PT	
204	3'-0" X 7'-0"	PT	PT	PT	PT	PT	
205	3'-0" X 7'-0"	PT	PT	PT	PT	PT	

ROOM FINISH SCHEDULE:

NO.	ROOM NAME	FLOOR		WALLS		CEILING		FINISHES
		FINISH	TYPE	FINISH	TYPE	FINISH	TYPE	
201	REAR OFFICE	PT	PT	PT	PT	PT	PT	
202	REAR OFFICE	PT	PT	PT	PT	PT	PT	
203	REAR OFFICE	PT	PT	PT	PT	PT	PT	
204	REAR OFFICE	PT	PT	PT	PT	PT	PT	
205	REAR OFFICE	PT	PT	PT	PT	PT	PT	
206	REAR OFFICE	PT	PT	PT	PT	PT	PT	
207	REAR OFFICE	PT	PT	PT	PT	PT	PT	
208	REAR OFFICE	PT	PT	PT	PT	PT	PT	
209	REAR OFFICE	PT	PT	PT	PT	PT	PT	
210	REAR OFFICE	PT	PT	PT	PT	PT	PT	
211	REAR OFFICE	PT	PT	PT	PT	PT	PT	



UPPER LEVEL FLOOR PLAN



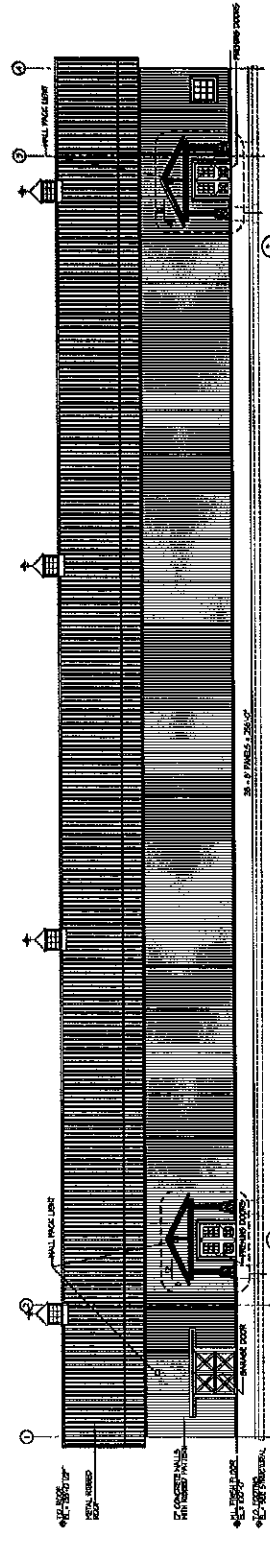
www.htg-architects.com
 Minneapolis, Phoenix, Tampa, Richmond
 9300 Hennepin Town Road
 Minneapolis, MN 55247
 TEL: 612.278.8888
 FAX: 612.278.8822

PROJECT
LUCIUS ACCESSORY BUILDING

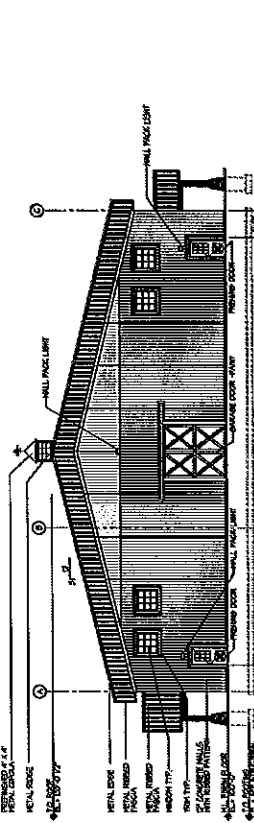
NEW BUILDING
 GRANT, MINNESOTA

DATE:	10/20/17
BY:	THOMAS L. MOORE
DATE:	
BY:	
DATE:	
BY:	
DATE:	
BY:	
DATE:	
BY:	
DATE:	
BY:	
DATE:	
BY:	

THOMAS L. MOORE
 DATE: 10/20/17
 BY: [Signature]



① EAST ELEVATION
 1/8" = 1'-0"



② NORTH ELEVATION
 1/8" = 1'-0"



③ SOUTH ELEVATION
 1/8" = 1'-0"

BUILDING ELEVATIONS
 SHEET NO. A3.1
 DATE: 10/20/17
 DRAWN BY: THOMAS L. MOORE
 CHECKED BY: [Signature]

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 architects
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RETURN TO:

Nicholas J. Vivian
ECKBERG, LAMMERS, BRIGGS,
WOLFF & VIERLING, P.L.L.P.
1809 Northwestern Avenue
Stillwater, Minnesota 55082

**CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA**

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made this ____ day of August, 2014 by and between the **CITY OF GRANT**, a municipal corporation and political subdivision organized under the laws of the State of Minnesota (“City”) and **JASMINE MEADOWS, LLC**, a Minnesota limited liability company (“Applicant”).

RECITALS

WHEREAS, Applicant has submitted an application for a Preliminary Plat to subdivide the property located generally east of Jasmine Avenue and 66th Street North intersection in the City of Grant, Minnesota;

WHEREAS, the proposed subdivision is located on a parcel approximately 74 acres in size identified by Washington County by Property Identification Number 3403021210001 (“Property”);

WHEREAS, the legal description of the Property, is attached on **Exhibit A** and is fully incorporated into this Agreement;

WHEREAS, the subdivision contemplates the creation of seven residential lots ranging in size from 5.01 to 28.06 acres;

WHEREAS, the Applicant's proposal was reviewed and approved by the City's Council on July 1, 2014, following a duly noticed public hearing thereon;

WHEREAS, by resolution, an executed copy of which is attached to this Agreement as **Exhibit B**, the City Council of the City approved the Applicant's proposal on August 5, 2014;

WHEREAS, the City's Code of Ordinances requires the Applicant's execution of a Development Agreement as contemplated in Minnesota Statutes, Section 462.358, Subdivision 2a, as amended, as a condition of final approval of a minor subdivision;

WHEREAS, the parties hereto desire to set forth the respective rights and obligations of the parties to this Agreement; and

NOW, THEREFORE, in consideration of the premises and of the mutual promises and conditions contained herein, it is agreed by the parties hereto as follows:

AGREEMENT

1. Subdivision. Applicant shall be permitted to subdivide the Property all as shown on that certain Certificate of Survey, prepared by _____ for the Applicant, dated _____, a copy of which is on file with the City ("Survey"). The Final Plat shall be in substantial compliance with the Survey.

2. Compliance with Section 30-194 Requirements. Applicant shall comply with all requirements of Section 30-194 of the City's Code of Ordinances. Required site improvements specific to the subdivision include:

- a. Survey Monuments
- b. Grading
- c. Pavement
- d. Curb and Gutter
- e. Drainage Facilities
- f. Miscellaneous Facilities

Applicant shall further comply with all infrastructure improvements deemed necessary by the City Engineer, particularly those identified in the City Engineer's Report of June __, 2014.

3. Covenants. All covenants affecting the Property shall be submitted to the City Attorney, reviewed and approved prior to recording. The covenants shall be recorded at Applicant's cost simultaneous with the recording of this Agreement.

4. Driveways. All driveways shall conform to the City's Code of Ordinances and all private access easements shall be reviewed and approved by the City Attorney.

5. Pond and Stormwater Maintenance. Applicant shall be responsible for the maintenance and all costs associated with the drainage ponds located on the Property.

6. Payment for Roadway Seal Coat. Applicant shall pay to the City the amount of \$ _____ which shall be utilized for the payment of the seal coating associated with the public roadway.

7. Letter of Credit. Prior to the execution of this Agreement, Applicant shall provide the City with an Irrevocable Letter of Credit in the amount of 125% of the anticipated costs of all roadway improvements as detailed in **Exhibit C**. The Irrevocable Letter of Credit shall be provided by a financial institution approved by the City.

8. Accessory Structures. No accessory structures may be constructed on the Property prior to the construction of a primary residential structure. All construction shall be in compliance with the City's Code of Ordinances and all other state and local regulations.

9. Payment for City-Incurred Fees. The Applicant shall pay all costs incurred by the City in connection with all aspects of the subdivision of the Property including the preparation and recording of this Agreement.

10. Binding Effect. This Agreement shall be deemed to be a restrictive covenant and the terms and provisions hereof shall run with the land described herein and shall be binding on and inure to the benefit of the heirs, representatives, and assigns of all the parties hereto, and shall be binding upon all future owners of all or any part of said land. This Agreement shall be placed on record so as to give notice hereof to subsequent purchasers. The cost of recording shall be borne by the Applicant.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the City and the Applicant have caused this Agreement to be duly executed on the day and year first above written.

CITY OF GRANT:

By: Tom Carr
Its: Mayor

By: Kim Points
Its: City Administrator / Clerk

STATE OF MINNESOTA)
COUNTY OF WASHINGTON)

SS.

On this _____ day of _____, 2013, before me, a Notary Public, within and for said County and State, personally appeared Tom Carr and Kim Points, Mayor and City Administrator / Clerk, respectively of the City of Grant, a municipal corporation and political subdivision of the State of Minnesota, and that said instrument was signed on behalf of said City of Grant by authority of the City Council of the City of Grant, and Tom Carr and Kim Points acknowledge said instrument to be the free act and deed of said City of Grant.

Notary Public

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT BETWEEN CITY OF GRANT, MINNESOTA AND JASMINE MEADOWS, LLC

APPLICANT:

JASMINE MEADOWS, LLC,
a Minnesota limited liability company.

By:
Its:

STATE OF MINNESOTA

)
) ss.
)

COUNTY OF WASHINGTON

On this _____ day of _____, 2013, before me, a Notary Public, within and for said County and State, personally appeared _____, Chief Manager of Jasmine Meadows, LLC, a Minnesota limited liability company, to me personally known, who acknowledged said instrument to be a free act and deed of said person on behalf of the Company.

Notary Public

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT BETWEEN CITY OF GRANT, MINNESOTA AND JASMINE MEADOWS, LLC

THIS INSTRUMENT DRAFTED BY:

Nicholas J. Vivian
ECKBERG, LAMMERS, BRIGGS,
WOLFF & VIERLING, P.L.L.P.
1809 Northwestern Avenue
Stillwater, Minnesota 55082
(651) 439-2878

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

SEE ATTACHED.



EXHIBIT B

CITY COUNCIL RESOLUTION

SEE ATTACHED.



EXHIBIT C

LETTER OF CREDIT REQUIREMENTS

SEE ATTACHED.



AGENDA ITEM 6Cii

STAFF ORIGINATOR Kim Points
MEETING DATE August 5, 2014
TOPIC 2014 CUP Review Update

BACKGROUND

At the May 2013 City Council Meeting, staff presented an option for annual CUP review that outlined a systematic approach that includes the review of all CUP's. The Council approved the approach based on a four year cycle.

In 2014, twenty CUP's were reviewed by staff. The CUP's were grouped by addresses. All the CUP documents were administratively reviewed and those with large land use in relation to health, safety and welfare were issued an on-site review.

Sixteen of the CUP's were reviewed per aerial photography in detail and found to be in compliance per the outlined conditions.

Four of the twenty CUP's resulted in a site visit. Two of the four CUP's were found in compliance with conditions outlined in the CUP.

Two of the CUP's are in active and should be eliminated from the City records. In order to vacate the CUP's, a public hearing must be ordered, published and the property owners notified.

Staff will note that some of the recorded CUP's have on-going reviews in terms of annual requirements that must be submitted to the City.

The CUP for the School District required soil tests and traffic studies this past year. Both of those requirements have been met and the documentation has been submitted to the City.

RECOMMENDATION

Council direction to notice public hearings to vacate CUP's at 10495 Hadley Avenue North and 10629 Jamaca Avenue North.



**ECKBERG
LAMMERS**
ATTORNEYS AT LAW

www.eckbergammers.com

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

Writer's E-mail:
nvivian@eckbergammers.com

Reply to Stillwater

July 30, 2014

Honorable Mayor and City Council
City of Grant
P O Box 577
Willernie, MN 55090

Re: Jasmine Avenue Assessment Refund
Our File No: 01200-14456

Honorable Mayor and City Council:

The City Treasurer has asked the Council to consider issuing refunds associated with the Jasmine Avenue Paving Project. The Project has been completed for a substantial period of time and the bond issued by the City to fund the Project has been repaid in full out of the City's General Fund. As a result, the City Treasurer is requesting 1.) a refund to those who have paid in full (for which payments exceeded actual projected costs) and 2.) a credit for those who have not yet paid their assessment in full reflecting the actual amount due and owing.

In 2010, prior to the payoff of the bond we requested an opinion from bond counsel, Mary Frances Skala, as to whether refunds could be issued at that time. Attorney Skala provided an opinion whereby she indicated the only authority for a refund is Minnesota Statutes, Section 435.203 which states that any money remaining created by a municipality for making a local improvement, after such improvement has been completed and all claims against and obligations of said fund have been satisfied, shall be transferred to the general fund of the municipality; provided that the Council may in its discretion authorize and direct the municipal treasurer to refund all or part of such moneys to the persons who paid the assessments of the improvement or improvements. Such a refund can only be made after the bond is paid in full. However, there is no obligation on the City's part to issue any refund.

The Council should be clear that the Project has not yet been fully paid for by the assessments adopted by the Council. Rather, the Council opted to pay off the bond early out of general fund moneys. Many of the assessed property owners paid their assessments in cash and opted not to pay over the extended ten year schedule adopted by the Council. While we anticipate the collection of all remaining assessments, collection is not an absolute certainty until all of the required assessments have been paid.

That being the case, it has been determined that those who paid early contributed more than their actual pro rata share of the actual project cost. Accordingly, the City Treasurer believes a refund is appropriate at this time.

Stillwater Office
1809 Northwestern Avenue
Stillwater, MN 55082
Phone: 651-439-2878
Fax: 651-439-2923

Hudson Office
430 Second Street
Hudson, WI 54016
Phone: 715-386-3733
Fax: 715-386-6456

July 30, 2014

Minnesota law does not prevent the City Council from issuing a refund. If the Council is comfortable with the collectability of the remaining assessments, it may issue a refund. If it desires to take a more conservative approach, it should not issue a refund until all assessments have been paid by the affected property owners.

As a final note, if the City Council approves moving ahead with the proposed refund, State law defines a particular process for notifying residents. Residents are required to claim their refund in order to be paid. Should the Council approve the refund, I will work with the City Administrator / Clerk and the City Treasurer to facilitate this process.

Sincerely,

/ S /

Nicholas J. Vivian
City Attorney

c: City of Grant

City of Grant
Designated Reserve Analysis
August 5, 2014

The City of Grant paved Jasmine Avenue Project in accordance with the City's Road Policy. The residents of the affected parcels petitioned the City and a sufficient number of these voted to proceed with the project and either pay the City directly or fund their share through a special assessment.

Upon final tally of all expenses, the residents were assessed \$196,688. Of this \$176,306 was spent on the paving project. See the chart below.

Reconciliation of Expense		
Contribution by residents		\$196,688
2009 Expenditures	\$58,542	
2008 Expenditures	\$114,831	
Bond Issuance cost	\$4,733	
Audit adjustment 2009	-\$1,800	
Total Expenses	\$176,306	\$176,306
Designated Reserve		\$20,382

Twenty two residents (assessed parcels) participated in the project. Currently eleven residents are remaining on the Special Assessment Roll owing a total of \$40,700. Of this, one resident is deferred in the amount of \$6,406. Nine residents owe \$4,141. One resident owes \$1,035. Thus, 79% of the assessments have been paid to the City.

In the past when the City has made refunds each resident who was fully paid on their assessment was given a cash refund. Each resident who had special assessments remaining was given a credit on their special assessment to reduce the total due; thus reducing the amount owed each year until it is fully paid. Those residents who had a special assessment of \$10,352 would be refunded \$1,073. Residents with a partial special assessment of \$2,588 would be refunded \$268.

This reserve, designated in 2011 and accounted for in the Jasmine Avenue Improvements of 2008 Fund is separately accounted for by the staff and is not included in the general reserve analysis for the City.

If directed by Council, the staff will prepare a resolution for payment in September. Residents who are fully paid would receive a payment by check. Residents who are currently paying through special assessments would be given a credit there on.

**RESOLUTION 2011- XX
CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA**

**DESIGNATED RESERVES
JASMINE AVENUE IMPROVEMENTS OF 2008 FUND**

WHEREAS, the City Council of the City of Grant adopted Resolution 2007-13 Stating, "Up to one hundred percent (100%) of the cost associated with completion of the improvement shall be assessed to properties benefited by the improvement as defined by this policy.",

WHEREAS, the Jasmine Avenue Improvements of 2008, Capital Fund has a remaining balance of \$20,382 composed of special assessments of \$196,688 and expenditures of \$176,306, and

WHEREAS, the City Council of the City of Grant wishes to first reserve this fund to guarantee adequate funds for payment of the General Obligation Improvement Bonds of 2008, which is currently solvent, and

WHEREAS, the City Council of the City of Grant wishes to refund \$20,382, the special assessment in excess of 100% of the cost to construct Jasmine Avenue, to the residents who have paid their special assessments, upon the satisfaction of the bond which the City obtained to allow residents to finance their special assessment,

NOW, THEREFORE, be it resolved by the City Council of the City of Grant that the City record the Committed Fund Balance in the capital fund of Jasmine Avenue Improvements of 2008 in the amount of \$20,382, first being committed to any shortage in the payment of the General Obligation Improvement Bonds of 2008, but not transferred to the Debt Service Fund, and then to a resident refund upon satisfaction of said bond.

EFFECTIVE DATE. This Committed Fund Balance is effective on the date of adoption.

Whereupon a vote being taken upon the motion, the following members voted in favor:

Whereupon a vote being taken upon the motion, the following members voted against:

Whereupon said motion was duly passed this ____ day of _____, 2011.

Tom Carr, Mayor

ATTEST:

Kim Points, City Clerk

CITY OF GRANT
MINUTES

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DATE : July 1, 2014
TIME STARTED : 7:00 p.m.
TIME ENDED : 10:20 p.m.
MEMBERS PRESENT : Councilmember Bohnen, Tronrud,
Lobin and Mayor Carr
MEMBERS ABSENT : Huber

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

SETTING THE AGENDA

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

CONSENT AGENDA

- June 3, 2014 City Council Meeting Minutes Approved
- Bill List, \$67,011.36 Approved
- City of Stillwater, 1st Half Contract, \$52,686.50 Approved
- City of Mahtomedi, 2nd Quarter Fire Contract, \$30,490.00 Approved
- Kline Bros. Excavating, Road Maintenance, \$17,535.00 Approved
- Beissel Quote, Window Replacement, \$5986.00 Approved

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

STAFF AGENDA ITEMS

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City Engineer, Phil Olson

MS4 Permit Overview – City Engineer Olson stated staff is requesting Council authorization to complete tasks to meet the requirements of the MS4 permit. The City has been operating under the 2014 MS4 permit since April 3, 2014. The permit requires compliance with permit rules within 12 months of April 3, 2014.

In August, 2013, Council authorized WSB to provide a draft Stormwater Pollution Prevention Plan (SWPPP) and Implementation Schedule. That work is now complete. Below is a summary of tasks identified within the Implementation Schedule along with an estimated budget. The tasks have been grouped by the different Minimum Control Measures (MCM) within the MS4 permit.

City Engineer Olson reviewed the implementation plan outlining the required tasks and approximate costs.

Mayor Carr stated this is required by the City and the City will try to do all of it as fiscally responsible as possible. A benefit to the City is that there are many watersheds to work with.

City Engineer Olson advised two of the watershed districts have the MS4 requirements also. The initial requirements for this year will be approximately \$21,000. Every year after there will be maintenance costs in the amount of approximately \$7,000 - \$8,000 dollars.

Council Member Tronrud moved to authorize WSB to complete tasks within the implementation plan for compliance with MS4 permit, as presented. Council Member Bohnen seconded the motion. Motion carried unanimously.

Consideration of Quote for Hwy 96 and Heron Road Improvement– City Engineer Olson advised a quote was requested from Brochman Blacktopping Co. to pave the entrance of Heron Avenue at Hwy 96. The main concern is cars tracking gravel onto Hwy 96 as they enter the highway from Heron Avenue. Brochman Blacktopping Co. has provided a quote for \$3200 which includes paving 35 feet of road, 24 feet wide.

Council Member Bohnen advised this is an area that has been identified as a trouble spot for many years. It is prudent for the City to look at these problem intersections in terms of keeping the gravel out. There is a threshold of \$100,000 for competitive bids so the City did not obtain other quotes. The project can be completed within the City's budget.

Council Member Bohnen moved to approve quote for the Heron Avenue apron, as presented. Council Member Lobin seconded the motion. Motion carried unanimously.

69th ICWS Cooperative Agreement – City Engineer Olson stated the Council has previously discussed concerns regarding the safety of the intersection at CSAH 17 and 69th Street. Washington County has identified this intersection as a potential location for an electronic Intersection Conflict Warning System (ICWS).

1
2 At this time, Washington County and WSB have found a way to facilitate the installation of an ICWS.
3 WSB has prepared the attached letter proposal for the design and construction oversight of the
4 project. The County has prepared the attached Cooperative Agreement which itemizes the City and
5 County responsibilities for the installation of the ICWS. Below is a summary of the agreement.
6

- 7 • City pays WSB for design and survey (including State Aid review), County reimburses City
8 for 100% of the costs.
- 9 • City/WSB will provide an approved plan set, specs, and estimate to the County.
- 10 • County secures bids and hires a contractor to build the project.
- 11 • County is responsible for construction inspection, but may ask for WSB inspection support for
12 ICWS items. If such support is needed, County will reimburse City for all costs.

13
14 The agreement has been forwarded to the City Attorney for review.
15

16 **Council Member Bohnen moved to authorize WSB to complete the design and construction**
17 **oversight of an intersection conflict warning system at CSAH 17 and 69th Street North, as**
18 **presented. Council Member Lobin seconded the motion. Motion carried unanimously.**
19

20 **Council Member Bohnen moved to authorize necessary signatures to enter into a cooperative**
21 **agreement between the City of Grant and Washington County for the design and construction**
22 **of CSAH 17 and 69th Street North intersection improvements. Council Member Tronrud**
23 **seconded the motion. Motion carried unanimously.**
24

25 **2014 Sealcoat Project** – City Engineer Olson advised staff is requesting authorization to request
26 quotes from contractors for the 2014 seal coat plan.
27

28 Last year the City did not complete a seal coat project. Instead, Council chose to complete larger
29 patching projects on specific roadways where the pavement condition has severely degraded.
30 Roadways scheduled for seal coat this year are in adequate condition and are eligible for seal coating.
31 The following roadways are included on the plan in 2014:
32

- 33 • Dellwood Road Lane, south of Hwy 96
- 34 • Dellwood Road Court, north of Hwy 96
- 35 • Joliet Avenue, south of Hwy 96
- 36 • Justen Trail, Jamaca Avenue to Hwy 96
- 37 • Isleton Avenue/Court, East of Irish Avenue

38
39 A copy of the seal coat/roadway maintenance plan was included in the packets. The budget for 2014
40 is \$60,000.
41

42 **Council Member Bohnen moved to authorize staff to request quotes from contractors for seal**
43 **coating based on the City's seal coat plan, as presented. Council Member Lobin seconded the**
44 **motion. Motion carried unanimously.**
45

1 **City Planner, Jennifer Haskamp**
2

3 **PUBLIC HEARING, Consideration of Resolution No. 2014-16, Jasmine Meadows Major**
4 **Subdivision, 6639 Jasmine Avenue North** – City Planner Haskamp advised the Applicant, Jasmine
5 Meadows, LLC has applied for a Preliminary Plat to subdivide the subject property for purposes of
6 creating a 7-lot rural residential subdivision to be called Jasmine Hills. The proposed subdivision
7 divides approximately 74 acres of land generally located east of the Jasmine Avenue and 66th Street
8 intersection. Stu Grubb, on behalf of Jasmine Meadows, LLC presented his Concept Plan for the
9 proposed subdivision to the City Council several months ago, and has subsequently submitted the
10 subject application for formal review and consideration.

11 The proposed preliminary plat includes seven (7) proposed lots, and includes the incorporation of the
12 existing home and accessory buildings which will be located on proposed Lot 1. Although a detailed
13 narrative was not provided, the preliminary plat suggests that the proposed subdivision will include a
14 focus on the horse facilities and arena located on proposed Lot 1 which will be available to those who
15 move into the homes in the subdivision. The Application provided a draft copy of protective
16 covenants for the Jasmine Hills subdivision which are reviewed generally in subsequent sections of
17 the staff report, but generally support the usage of Lot 1 for the indoor and outdoor arenas and
18 associated boarding, and establish architectural and design review of homes within the subdivision
19 among other details of the subdivision.
20

21 As depicted on the Preliminary Plat found in the attachments, the proposed subdivision will be
22 accessed from a single cul-de-sac which will be constructed as part of the project. The proposed lots
23 range in size from approximately 5.01 to 25.86 acres, with the largest acreage lot located on the
24 southern edge of the property. There are two Exception parcels from the original 80-acre property
25 which are denoted on the Preliminary Plat as Exception 1 and Exception 2. The Exception 1 parcel is
26 approximately 3 acres, and is currently developed with an existing single-family home which is
27 accessed directly from Jasmine Avenue. The Exception 2 parcel is a small vacant area, approximately
28 0.34 acres, and is owned by one of the adjacent single family home owners in the Sunnybrook Lake
29 plat located north of the proposed project. Both of these Exception Parcel have been appropriately
30 considered in the following analysis, but are not included as part of the proposed subdivision.
31

32 City Planner Haskamp reviewed the staff report and advised that generally the proposed Jasmine Hills
33 subdivision is consistent with the standards of the City’s subdivision ordinance and the applicable
34 standards of the A-2 zoning district. The following recommendations/conditions are proposed for
35 your review and consideration related to the plat:
36

- 37 ▪ The Applicant should be required to enter into a Developer’s Agreement to ensure
38 execution of the proposed subdivision and necessary infrastructure improvements. Further
39 detail is provided in the attached Engineer’s staff report.
- 40 ▪ A final plat depicting and necessary changes and/or modification shall be submitted for
41 review and approval within 12-month of preliminary plat approval.
- 42 ▪ Site improvements as described within Section 30-194 shall be agreed to and identified
43 within a Developer’s Agreement.

- 1 ▪ A street name for the proposed cul-de-sac shall be provided, and approved by the City
2 Council.
- 3 ▪ The shared driveways shall be modified in compliance with the Ordinance standards, and
4 private access agreements provided for review and approval by the City Attorney. Further,
5 the Covenants for the subdivision should be updated to include addressing the shared-
6 access agreements.
- 7 ▪ Review of the Covenants shall be completed by the City Attorney, and any modifications
8 necessary made prior to final plat approval
- 9 ▪ The Covenants and Developer's Agreement shall be recorded with the plat.
- 10 ▪ A letter from Washington County Environmental Services shall be provided indicating
11 that the proposed primary and secondary septic sites meet their standards and
12 requirements, and that adequate area exists on site to accommodate a septic system on
13 each lot.

14 City Engineer Olson referred to the engineer report relating to the application and provided the
15 following analysis:

16 **SITE PLAN COMMENTS:**

- 17 1. The pavement thickness is required to be 4 inches thick (1.5 inches wear course, 2.5 inches
18 base course) as recommended in the Pavement Design Report. Detail 2130 on page 4 shows a
19 total thickness of 3.5 inches. The plan set is required to be updated.
- 20 2. Page 4 shows details for two types of curb and gutter. The plan should specify which type is
21 proposed with this development.
- 22 3. Street signs are required to be added to the plan.
- 23 4. The erosion control plan is required to show the location of silt fences or other erosion control
24 devices. The erosion control plan is required to be updated.
- 25 5. The driveway grades on Lot 7 are too steep. The grading plan is required to be updated to
26 show how the lot can be graded to provide a feasible driveway.
- 27 6. Lot 5 and Lot 6 propose to have a shared driveway. It appears that the driveway for Lot 6
28 could be located further west without impacting Wetland J and the driveway for Lot 5 could
29 be installed further east.
- 30 7. The ownership and maintenance responsibilities of Outlot A should be defined by the
31 developer.

32 **DEVELOPERS AGREEMENT:**

- 33 8. A City Council approved subdivision agreement is recommended for this development. The
34 following items should be addressed within the subdivision agreement.
 - 35 ● Pond and storm sewer maintenance responsibilities
 - 36 ● Cash payment to seal coat the roadway
 - 37 ● Financial guarantees and warranties
 - 38 ● Responsibility of costs
 - 39 ● Record drawings

1 **STORMWATER MANAGEMENT COMMENTS:**

- 2 9. A stormwater permit is required from Valley Branch Watershed District (VBWD). The plan
3 will be reviewed by the watershed on July 10th.
- 4 10. The applicant shall submit an approved NPDES permit to the City prior to construction.
- 5 11. Wetland mitigation areas are not shown on the plan. If mitigation is occurring on site, these
6 areas are required to be defined. If not, the developer should provide a plan detailing where
7 mitigation will occur.
- 8 12. Soil borings for each infiltration basin are required to determine soil infiltration rates and the
9 depth to groundwater. Infiltration basins should draw down within 48 hours.
- 10 13. Emergency overflow (EOF) elevations differ on plans from HydroCAD model for Ponds 2, 3,
11 and 4. Provide an updated plan or model with the correct EOF elevations.
- 12 14. The storm water modeling results should be summarized in a table so comparisons can be
13 made.
- 14 15. The grading plan is required to show pond labels, including normal water level, high water
15 level elevation and the elevation and locations of all emergency overflow routes.
- 16 16. Drainage and utility easements are required over all ponding areas and storm sewer. It is
17 assumed that the ponds and storm sewer will be publicly owned and maintained following
18 construction.

19
20 Mayor Carr opened the public hearing at 7:38 p.m.

21
22 Mr. Kevin Nelson, 9311 71st Street N, came forward and expressed concern regarding the water that
23 will come off this property and stated that needs to be looked at.

24
25 Mr. Ken Kertalov, 9383 71st Street N, came forward and stated overall he feels the development will
26 be positive. The developer should consider some open space and/or trails to support the structure for
27 those that are living there. There are also a lot of water issues in that area and an Environment Impact
28 Study should be provided. He noted he hates to see the wildlife there disappear.

29
30 Mr. Donna Scott, 9346 65th Street, came forward and stated a large barn has been put in that does not
31 meet the requirements and she inquired about the number of horses that will be there.

32
33 Mr. Mark Erickson, 1325 Webb, stated he is building those homes there. He is in favor of this and
34 has known the family for years. He does not believe the concerns relating to water because they have
35 spent a lot of time with the Watershed District addressing all issues. The covenants do include horses
36 and trails but they have not yet been approved. Very nice homes will be built there that will be a fine
37 addition to the City.

38
39 Ms. Donna (?), 7043 Jocelyn Lane, came forward and stated the development is a good idea and she
40 is glad they are working with the Watershed District. She inquired about street lights and shielding
41 them if they are put in.

42
43 Mayor Carr closed the public hearing at 7:46 p.m.

44

1 Mayor Carr stated the concerns he has heard relate to the possibility of the arena being a community
2 riding arena and how many horses will be there. When the City went to ten acre density it was
3 determined park dedication would not be required. He asked if it is possible to remove the shared
4 driveways.

5
6 City Planner Haskamp advised it appears there is adequate area so the driveways would not have to be
7 shared.

8
9 Mr. Stu Grubb, 11313 Lansing Avenue, explained why the plan included shared driveways relating to
10 safety, access and traffic flow. The Watershed did ask that he minimize the impact to buffers but he
11 can go either way on the shared driveways. There is a barn currently under construct as well as a
12 riding arena and parking lot. There will be nine horses on the property and at this point there will not
13 be any more. He noted he believes there are grazable acres to accommodate 14 horses with lots one
14 and two. The horses will be kept at the 20 acre lot.

15
16 City Planner Haskamp advised at this point the scale of the parking lot is unknown. A CUP would be
17 required for horse boarding. Discussions regarding horses on the property have been held.

18
19 City Attorney Vivian advised the issue tonight is the subdivision. He noted the Watershed District's
20 recommendations are not binding to the City.

21
22 City Planner Haskamp stated the concern relating to Outlot A is the maintenance and management of
23 it. Covenants are proposed but don't address the certainty of a homeowners association. She
24 recommended the outlot be added to lot 2 as it is the most contiguous for the site.

25
26 City Engineer Olson advised the drainage area is a concern and he requested infiltration information.
27 Long term maintenance of the ponds is also an issue.

28
29 Mr. Grubb advised the Watershed District is reviewing the plan on July 10.

30
31 City Attorney Vivian stated it is important to take note that a developer's agreement will be required
32 and will include all recommendations in the engineering report as well as a financial security from the
33 developers. The Developer's Agreement will be on the consent agenda at a future meeting.

34
35 The Council directed staff to prepare a resolution of approval for the Jasmine Meadows Subdivision
36 for the August meeting consent agenda, subject to the Watershed District, Developer's Agreement,
37 removal of shared driveways and outlot being added to lot 2.

38
39 **PUBLIC HEARING, Consideration of Resolution No. 2014-17, Lucius Ice Arena Conditional**
40 **Use Permit, 6990 117th Street** – City Planner Haskamp advised the Applicants, Chuck and Tami
41 Lucius, have submitted an application to construct a private recreational and equipment storage
42 building on their property located at 6990 117th Street North. The proposed use of the facility
43 includes a proposed ice rink and supplemental storage, and is approximately 304' x 90' or 27,360
44 square feet. A duly noticed public hearing is scheduled for the July 1st meeting including publication

1 of the hearing in the newspaper and individual letters provided to residents within ¼ mile (1,320-feet)
2 of the proposed facility.

3
4 City Planner Haskamp state the Applicant and Owner, Chuck and Tami Lucius (“Applicant”), have
5 requested approval to construct a new private recreational facility including an ice rink and
6 supplemental storage on the subject west parcel identified above. To construct and operate the
7 proposed facility, the Applicant must obtain a CUP from the City, which is the Subject of this
8 application.

9
10 City Planner Haskamp provided a summary of the request noting the draft recommendations and
11 conditions are provided for your consideration and discussion as a starting point. The following can
12 be modified, deleted, added to, etc., depending on the public testimony and discretion of the council.

- 13
14
- 15 ▪ Additional information should be sought from the Applicant with respect to the proposed
16 intensity of use, anticipated number of users, trips generated, etc.
 - 17 ▪ Hours of operation should be discussed, and potentially established depending on the
18 anticipated level of use of the facility.
 - 19 ▪ Additional detail should be provided by the Applicant with respect to principal use (the
20 existing home) and the proposed facility (accessory or principal).
 - 21 ▪ A materials board should be submitted depicting the proposed roofing, siding and flashing for
22 the facility.
 - 23 ▪ Discussion about proper buffering along the west façade should address whether or not it is
24 realistic, and what type of landscaping would be adequate.
 - 25 ▪ Depending on the proposed level of intensity of the facility, the parking lot may need to be
26 reviewed to ensure it provides adequate off-street parking for the facility.
 - 27 ▪ Revisions to the parking lot design must be completed and submitted to the City Engineer for
28 review and approval prior to any construction occurring.
 - 29 ▪ City Engineer’s modifications must be addressed, and updated plans reflecting any proposed
30 changes submitted for review and approval prior to hosting any events.
 - 31 ▪ All access and driveway permits must obtained from Washington County prior to operations,
32 if applicable.
 - 33 ▪ All necessary permits from RCWD must be obtained prior to issuance of a grading or building
34 permit for construction of the parking lot.
 - 35 ▪ Septic design and permit must be obtained from Washington County, and a copy of any
36 approvals and permits submitted to the City for record keeping.
 - 37 ▪ A building permit must be obtained prior to beginning any work on site.

1 City Engineer Olson reviewed the engineering staff report outlining the following:

2 **SITE PLAN COMMENTS:**

- 3 1. The existing driveway access is required to be widened to a minimum width of 20 feet
4 between the highway and the southern access to the parking lot. This will prevent congestion
5 issues internal to the site by allowing two-way traffic.
- 6 2. The driveway access improvements and the change in driveway use are required to be
7 approved by Washington County.
- 8 3. "No Parking" signs are required to be placed along the driveway to ensure that parking occurs
9 in the parking lot.
- 10 4. The existing driveway, access points, site, and buildings should be reviewed by the Fire
11 Marshal to ensure that the site is in compliance with fire code requirements.
- 12 5. ADA parking stalls, signage, and an accessible path from the parking area to the building is
13 required within the parking lot.
- 14 6. The proposed gravel parking lot does not meet the City's requirements for an off-street
15 parking area with a durable and dustless surface. As stated in the City Code below, a paved
16 lot is required to meet the requirements for a dustless off-street parking surface. The plan
17 should be updated to meet City Code.

18
19 *Sec 32-373 Surface and drainage: Off-street parking area shall be improved with a durable
20 and dustless surface. Such areas shall be so graded and drained as to dispose of all surface
21 water accumulation within the parking area. Durable and dustless surface may include
22 crushed rock and similar treatment for parking accessory to one unit residential structures;
23 all other uses shall utilize asphalt, concrete or a reasonable substitute surface as approved by
24 the city engineer*

25 **STORMWATER MANAGEMENT COMMENTS:**

- 26 7. A stormwater permit is required from the Rice Creek Watershed District (RCWD). The
27 applicant has submitted the plan for review.
- 28 8. The plan shows that the amount of site grading is greater than one acre and an NPDES permit
29 is required. The applicant shall submit the approved permit to the City.
- 30 9. A current wetland delineation report of the site should be submitted to verify that no wetlands
31 are impacted by the proposed improvements and the correct design standards are being used
32 for storm water modeling. Based on general data from the National Wetland Inventory, it
33 appears that the proposed grading may be within an existing wetland. A grading buffer of 50
34 feet is required outside of the wetland delineation line.
- 35 10. The rainfall depths used in the storm water management model should be verified. The model
36 does not seem to match TP 40 or RCWD rules of 7.2-inches for 10-day snowmelt.
- 37 11. The storm water management report should be updated to show pervious and impervious areas
38 modeled separately.
- 39 12. The applicant should incorporate infiltration into the site. The storm water management
40 report shows the site contains suitable materials for infiltration.
- 41 13. The existing low area pond overtops at the emergency overflow 972.5. The storm water
42 management model should be updated with the discharge from this overflow to Pond 1 to
43 verify Pond 1 and the existing wetland can handle the additional flows.

1 14. The outlet pipes are shown as 8-inch PVC. The minimum lateral pipe diameter should be 12
2 inches.

3
4 Mr. Bob Moser, representative for the applicant, came forward and provided a background of the
5 project noting that he is aware that if a CUP is issues it is for the proposed use only. The house on the
6 site is occupied by the previous owner. The building is an accessory structure and documentation is
7 available indicating there are no wetlands there. The Watershed District approval is anticipated on
8 July 23, 2014.

9
10 Ms. Tami Lucius, North Oaks, came forwards and stated she will be homesteading the site and her
11 two young boys are unique with their hockey skills. She spends a lot of money on ice time and wants
12 to live in Grant. Not teams will be playing on the rink but friends will be over to utilize the ice. It is
13 not a full size hockey rink and there are no bleachers or seating around the rink.

14
15 Mayor Carr opened the public hearing at 8:35 p.m.

16
17 Mr. Steve Cossack, Dellwood, came forward and stated the drainage to the south is a problem and he
18 would like an explanation on that. There is artificial runoff that and it is a major problem. He noted
19 he doesn't know if this is the right place for this type of activity.

20
21 Mr. Jim Frick, 11610 Grenelefe, came forward and stated his property is the recipient of all the water
22 flow and the woods there have major erosion. The concern is more water and problems on the
23 property. He stated it seems to be quite a large building for one ice rink and more and more traffic
24 will be brought to the area, which is rural.

25
26 Mr. Pat Golden, 4 Highpoint Road, came forward and stated he has coached hockey teams. The
27 number of bathrooms, team rooms and parking is in question. It will eventually be commercial as
28 there will be no way to support it. It is a residential area and he moved here for a home in the
29 country.

30
31 Mr. Kevin Sayill, 5 Bayhill Road, came forward advised there is currently a ton of water in his yard.
32 This is something that would make it worse. The driveway would have to be improved and it has also
33 been rumored that the property owners are building another home in Blaine. It needs to be found out
34 where the water is coming from and the implications of that water.

35
36 Mr. Bill Suater, 11610 Honey, came forward and stated the Council needs to be asking what happens
37 to the facility when the kids grow up. Seems very excessive and he urged the City to investigate the
38 use.

39
40 Ms. Julie Hemp, 5 Hillcrest, came forward and stated she is a hockey mom. The restrooms, locker
41 rooms, parking spaces are the almost exact number for two hockey teams. She asked if it really is a
42 private use facility.

43

1 Ms. Ann Klauser, 17 Bayhill, came forward and stated the representative for the applicant stated there
2 will be future uses for the facility that will go through the proper channels. She stated that is not a
3 home in the country. The City should deny the CUP.

4
5 Mr. Larry Lanoux, Keswick Avenue, came forward and read from the Comprehensive Plan relating to
6 the Planning Commission reviewing applications.

7
8 Mr. Kirk Clauser, 17 Bayhill, came forward and advised he is of the same opinion of his neighbors
9 and the plan would devalue his property. The quality of runoff is also an issue and chemicals will be
10 used for an ice arena.

11
12 Mr. Gary (?), 7 Bayhill, stated he is the next door neighbor to the property. The Council needs to
13 consider water issues and there are already a lot of structures on the site that are not safe and should
14 be taken care of. There are also many piles of manure.

15
16 Mr. Tim (?) 11495 Grenelefe, came forward and stated water is causing big problems out there
17 already. This will cause more water, traffic and the location of the facility is an issue. There is no
18 schedule for the facility and it appears to be commercial.

19
20 Ms. Sharon Schwarze, Joliet, came forward and stated Mr. Rick Vanzwol requested that if the
21 building is approved to make sure it is recorded on both the lots. It is clearly an accessory building.

22
23 Ms. Kristine Flug, 60th Street, came forward and stated the question is this allowed as a commercial
24 use. What would they have to do different if it were commercial.

25
26 Ms. Melissa Keerens, 9 Bayhill, came forward and stated she agrees with the neighbors. She just
27 moved to the area and is concerned about traffic, light pollution and noise. She asked that the
28 Council think this through carefully.

29
30 Mr. Frick came forward and stated he will submit pictures of his property to show the Council the
31 water problems in the area.

32
33 Mayor Carr closed the public hearing at 8:55 p.m.

34
35 City Planner Haskamp explained that the initial application was deemed incomplete. A letter was
36 sent for clarification on the use and parking for the team rooms. The representative clarified that the
37 applicant is asking for a recreation area. Staff did not recommend a specific area for parking but
38 stated parking has to be shown to accommodate the facility.

39
40 Mayor Carr stated there are many things in the application that seem to be unsure. Drainage is a big
41 issue as well as the size of the building. He noted people can build this size of a building. He stated
42 he does not understand the bathrooms, team rooms, etc. He believes this is an arena but not an area.
43 IT does not look or feel rural. If having a riding arena or ice arena that is private, a CUP should not
44 be needed. A CUP runs with the land and the City can't police this. It does not fit the

1 Comprehensive Plan. If they want to build a house and have an accessory building with ice in it, they
2 can without a CUP.

3
4 Council Member Bohnen stated there are a lot of issues with drainage, manure, etc. He asked if the
5 intended use is to continue with livestock on the property.

6
7 Mr. Moser stated the applicant will be cleaning up the property and long term they would like to do a
8 tree farm. They do not plan on livestock. He noted that there is a principal structure there but it was
9 his understanding they had to apply for a CUP.

10
11 City Planner Haskamp noted the applicant did not speak to the City prior to submitting an application.

12
13 Mayor Carr stated anyone can come in for a concept plan review. This building can be built but it is
14 the intensity of the use and what happens with that use as to whether or not a CUP is required.

15
16 Ms. Lucius came forward and state the arena is for private use only. She wants to be a good neighbor
17 and will address all issues. The rink is being built the way it is for equipment storage. Her kids got to
18 bed at 8:d0 p.m. every night. She noted she does not want additional traffic either.

19
20 Mayor Carr stated people can build buildings in Grant. The application is for commercial but you
21 don't want to be commercial. He stated the applicant can 1) regroup and come back; or 2) withdraw
22 the CUP application and start over. He noted he would not grant a CUP at this point.

23
24 City Attorney Vivian stated the application feels like an attempt to shoehorn the use that is in the land
25 use table. Equipment storage has different standards and requirements. The City can table the
26 application to the August meeting or the applicant may withdraw.

27
28 Ms. Lucius advised she will withdraw the CUP application.

29
30 City Planner Haskamp stated that a letter needs to be submitted from the applicant as soon as
31 possible.

32
33 Council Member Lobin stated the applicant withdraws the application but can still build it. That
34 doesn't make sense and she does not understand why all the amenities for the building are needed for
35 hockey practice.

36
37 Mayor Carr called for a ten minute recess at 9:25 p.m.

38
39 The meeting was reconvened at 9:38 p.m.

40
41 **PUBLIC HEARING, Consideration of Ordinance No. 2014-34, Text Amendment to Chapter**
42 **32, Section 32-337, Livestock (f); and (g) Wetland Exception in Grazeable Acres Calculation –**
43 City Planner Haskamp advised at the regular June 1st City Council meeting the Council directed staff
44 to prepare the following text amendment to make certain revisions to Chapter 32, Zoning Section 32-
45 337 related to the keeping of domestic farm animals and grazeable acres. Upon direction of Council,

1 staff has prepared the subsequent text amendment and Ordinance for review a consideration. A
2 public hearing has been noticed for the July 1st City Council meeting in compliance with Section 32-
3 118 of the Zoning Ordinance.

4
5 City Planner Haskamp reviewed the proposed changes to the ordinance as well as the following draft
6 findings:

- 7
- 8 ▪ The proposed modification to Section 32-337 Livestock (f), which eliminates the
9 minimum lot size needed for keeping chickens, turkeys, and ducks, is consistent with the
10 City's stated goals of maintaining the rural quality of the community in every land use
11 designation and zoning district.
- 12 ▪ The City's Comprehensive Plan identifies the preservation and encouragement of
13 agricultural uses within the community, and allowing chickens and other specified
14 domestic farm animals will help support that objective.
- 15 ▪ Allowing for the keeping of certain domestic farm animals, specifically chickens, will not
16 be a detriment to the public health, safety or welfare of the community.
- 17 ▪ Correcting the grazable acres definition to exclude wetlands greater than a ¼ acre will
18 bring the standard into compliance with Chapter 12 Environment of the City's Code.
- 19 ▪ Excluding wetlands greater than ¼ acre from the grazable acres calculation will help
20 further protect the City's wetland quality and natural resources, which is stated as a goal
21 within the City's Comprehensive Plan.
- 22

23 Mayor Carr provided the background of the proposed revision noting there waere some discrepancies
24 with the ordinances when it was codified. He stated the City is not talking about grazable acres but
25 are talking about small farm animals. In his opinion, the Ordinance used to allow for chickens and
26 small farm animals on lots less than five acres in size. He stated he wants to go back to that.

27
28 Mayor Carr opened the public hearing at 9:40 p.m.

29
30 Mr. Loren Sederstrom came forward and asked if small animals include lamas, pakaas, etc. he
31 suggested the City define small animals.

32
33 Mr. Tim Dewusky, Mahtomedi, came forward and stated he wanted to talke about the wetland
34 exception.

35
36 Mr. Larry Lanoux came forward and stated the question is as a realtor do people that have to have
37 wetland delineations have increased property value? He stated the Planning Commission should be
38 looking at any potential ordinance revisions.

39
40 Mayor Carr closed the public hearing at 9:42 p.m.

1
2 Mayor Carr stated he wants to the City to go back to where they were with the ordinance and allowing
3 small farm animals, such as chickens, on less than five acre lots.

4
5 Council Member Bohnen explained the wetland error to state "greater than ¼ acre. He also clarified
6 the dairy cow animal unit is 1.4.

7
8 **Mayor Carr moved to approve Ordinance No. 2014-34, as amended. Council Member Bohnen**
9 **seconded the motion. Motion carried unanimously.**

10
11 **Resolution No. 2014-18, Summary Publication of Ordinance No. 2014-34** – Resolution No. 2014-
12 18 authorizes the summary publication of Ordinance No. 2014-34.

13
14 **Mayor Carr moved to adopt Resolution No. 2014-18, as presented. Council Member Bohnen**
15 **seconded the motion. Motion carried unanimously.**

16
17 **City Attorney, Nick Vivian**

18
19 **Consideration of Ordinance No. 2014-35, Continuation of Franchise Fee Rates** – City Attorney
20 Vivian provided the background advising that in 2013, Xcel collected the annual amount of
21 \$55,301.35 for the City of Grant. The fee schedule included in the current franchise fee agreement
22 with Xcel has a sunset clause of 12/31/14.

23
24 Xcel Energy and the Public Utilities Commission (PUC) required a 90-day approval period before
25 implementing fee collection. To assure no collection interruption, the fee schedule needs to be
26 submitted by September 1, 2014.

27
28 Ordinance No. 2014-35 outlines the same fee schedule that was approved in June, 2009. At that time,
29 the Council discussion related to not being in favor of another tax. However, the Council approved
30 the fee based on the economic conditions as well as levy limits.

31
32 The only change in the renewal ordinance is there is no sunset clause. The City is always permitted to
33 review their fee amounts as long and they are not changed more frequently that the franchise
34 agreement is allowed.

35
36 If the City Council chooses to increase the fee schedule at this time, the increase must be negotiated
37 and approved by the PUC.

38
39 City Attorney Vivian advised the new agreement does not include a sunset clause because it is not
40 needed and makes sense to leave it out.

41
42 **Mayor Carr moved to approve Ordinance No. 2014-35, as presented. Council Member Bohnen**
43 **seconded the motion. Motion carried unanimously.**

1 **Resolution No. 2014-19, Summary Publication of Ordinance No. 2014-35** – Resolution No. 2014-
2 19 authorizes the summary publication of Ordinance No. 2014-34.

3
4 **Mayor Carr moved to adopt Resolution No. 2014-19, as presented. Council Member Bohnen**
5 **seconded the motion. Motion carried unanimously.**

6
7 **NEW BUSINESS**

8
9 **Schedule 2015 Budget Meeting, City Treasurer** – City Treasurer Schwarze advised the
10 preliminary budget is due September 15, 2014. There are not lvey limits and tno road improvement
11 districts authorized.

12
13 A 2015 budget meeting was scheduled for Monday, July 14, 2014 at 6:00 p.m.

14
15 Mayor Carr requested a reserve fund analysis for the budget meeting.

16
17 **IT Policy, City Treasurer Schwarze** – City Treasurer Schwarze referred to the staff report and
18 advised that through the 2013 audit process, the City’s independent auditor, CliftonAllenLarson,
19 recommended the City put an IT Policy in place as a safety measure and also as a tool for internal
20 controls.

21
22 Several other cities IT Policies were reviewed as a model for the City of Grant IT Policy. The League
23 of Minnesota Cities also had information regarding the development of a computer use policy.

24
25 A draft policy is attached for consideration. The draft policy includes all of the key components
26 recommended for inclusion of such policy from the League of Minnesota Cities.

27
28 The draft policy has been reviewed by the City Attorney for legal compliance and comment.

29
30 **Council Member Bohnen moved to approve the IT Policy, as presented. Council Member**
31 **Tronrud seconded the motion. Motion carried unanimously.**

32
33 **UNFINISHED BUSINESS**

34
35 **2013 Audit Discussion, City Treasurer Schwarze** -- There was no discussion regarding the 2013
36 Audit.

37
38 **Jasmine Avenue Refund, City Treasurer Schwarze** – City Treasurer Schwarze provided the
39 background on this issue and noted the bond has been paid off. The question is if the City is going to
40 refund the excess now or wait until the assessment period is over.

41
42 Mayor Carr stated the risk is the City has not yet collected all of the money. He requested
43 information about how many dollars have not yet been collected before a decision can be made and
44 also what the City Attorney recommends.

1 City Attorney Vivian stated the state law says the City can refund but the City has not yet collected
2 everything that was paid out. A risk analysis will be done and presented at the next meeting.

3
4 **DISCUSSION ITEMS**

5
6 **City Council Reports:**

7
8 Mayor Carr stated he is in a holding pattern with the Fire Department. He referred to the Sunnybrook
9 flooding issue and stated he does not want the City to drop the ball again.

10
11 City Engineer Olson advised he is meeting with the Watershed District to figure out the project. The
12 City will then have to identify funding for the project.

13
14 City Attorney Vivian advised the concern is the City doing something that diverts the water when the
15 City does not have the authority to do so or making the situation worse.

16
17 Mayor Carr stated they will work together on this issue but he would like a letter from the Watershed
18 District saying the City can't do anything short term to eliminate the water problems.

19
20 Council Member Bohnen advised he requested an emergency meeting to assess the situation. He
21 stated the special project for Justin Trail can't be done until the utilities out there have been
22 completed. Keswick Avenue has a big erosion problem and the only way to remedy that is to pave to
23 the hill. He recommended the City get a proposal of costs for this project.

24
25 Mayor Carr recommended that project be done this year instead of the Justin Trail project.

26
27 A price proposal for Keswick and Hwy 96 will be provided at the August Council meeting.

28
29 Council Member Bohnen added the dust control project started today and will be completed
30 tomorrow.

31
32 **Staff Updates:**

33
34 There were no staff updates.

35
36 **COMMUNITY CALENDAR JULY 2 THROUGH JULY 31, 2014:**

37 **Mahtomedi Public Schools Board Meeting, Thursday, July 10th, 2014, Mahtomedi District**
38 **Education Center, 7:00 p.m.**

39 **Stillwater Public Schools Board Meeting, Thursday, July 10th and 24th, 2014, Stillwater City**
40 **Hall, 7:00 p.m.**

41 **Charter Commission Meeting, Thursday, July 17th, 2014, Mahtomedi City Hall, 7:00 p.m.**

42 **Washington County Commissioners Meeting, Tuesdays, Government Center, 9:00 a.m.**
43

1 ADJOURN

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15

There being no further business, Council Member Bohnen moved to adjourn at 7:50 p.m. Council Member Huber seconded the motion. Motion carried unanimously.

The City Council adjourned to a work session to take public comment. No Council action was taken.

These minutes were considered and approved at the regular Council Meeting August 5, 2014.

Kim Points, Administrator/Clerk

Tom Carr, Mayor

City Council Report for July 2014

To Honorable Mayor & City Council Members

From: Jack Kramer Building & Code Enforcement Official

Zoning Enforcement:

1. Mr. Marc Mahowald 18851-69th. St. N. Violation of the City of Grant Zoning Ordinance Section 32-320- And Section 32-345 Table of Uses.

a. Mr. Mahwald has an on-going violation and he has requested additional time in order to obtain compliance. I provided a deadline date of August 1, 2014.

2. Mr. Jeff Kargel 6782 Jocelyn Rd. N. Violation of the City of Grant Zoning Ordinance Sections 12-20 Moveable Property Declared a Public Nuisance, Section 12-25 Abandonment, Section 12-29 Partially Dismantled, Wrecked, Junked, Discarded or Non-Operating Moveable Property on Public or Private Property, Section 32-320 Reasonable Maintenance Required, 32-316 Exterior Storage (B),(c) & (d), Section 32-377 Truck Parking in Residential Areas.

a. Mr. Kargel has an on-going violation and currently has two items remaining which need to be removed from the property. A commercial truck and a discarded boat. Mr. Kargel has requested an extension of time to complete the abatement of the violation,

I provided a deadline date of August 1, 2014 for full compliance.

3. Ms. Helen Resong 8177 Jocelyn rd. N. Violation of the City of Grant Zoning Ordinance Sections 12-20 Moveable Property Declared a Public Nuisance, 12-25 Parking, Storage, Repair or Maintenance on Junk Cars or other Moveable Property, 12-27 Partially Dismantled, Wrecked, Junked, Discarded or Non-Operating Moveable Property, Section 32-320 reasonable Maintenance Required, 32-316 Exterior Storage (B),(C) & (D).

Ms. Resong has failed to comply with the city requests to clean up the vast amount and trash located on the property. There is evidence of rat infestation as well other animals and in my opinion an extreme health hazard. This case has been sent to the city attorney for prosecution, due to the severity of code violations.

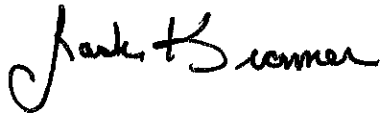
3. Mr. Joseph Fruci 10045 Jamaca Ave. N. And Mr. David Johnson 10111 Jamaca Ave. N. Improper use of park land.

The city received a formal complaint that the two residents were using the land as an extension of their own property by riding their ATV's and creating trails on the property. I have sent letters to both of the residents to cease this type of activity on public park land.

Building Activity Report:

Nineteen (19) Building Permits have been issued for a total valuation of \$ 1,891,260.64.

Respectfully submitted,

A handwritten signature in black ink that reads "Jack Kramer". The signature is written in a cursive, flowing style.

Jack Kramer

Building & Code Enforcement Official

Grant Master Form		Permit Type	Name	Project Address	Date Issued	Valuation:	City Fee:	75% Plan CK Fe	Surcharge	Paid	
2014-76	HVAC Permit	Brunell	7770 Leeward Ave. N.	6/19/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00		
2014-77	HVAC Permit	Jones	11730 Dellwood Rd. N.	6/20/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00		
2014-78	HVAC Permit	Royter	9800 Keswick Ave. N.	6/21/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00		
2014-79	Windows	Renewal	11540-115th. St. N.	6/21/2014	\$ 7,428.00	\$ 153.25	\$ 114.93	\$ -	\$ 3.71		
2014-80	Windows	Renewal	6215 Inwood Ct. N.	6/21/2014	\$ 24,190.00	\$ 391.75	\$ 293.81	\$ -	\$ 12.09		
2014-81	Swim Pool	Ova	11655 Lansing Ave. N.	6/23/2014	\$ 10,000.00	\$ 151.25	\$ 135.93	\$ -	\$ 5.00		
2014-82	Accessory Bld	Herold	7781 Kimbro Ave. N.	6/26/2014	\$ 400,000.00	\$ 2,673.75	\$ 2,005.31	\$ 1,737.93	\$ 200.00		
2014-83	House & Gar.	Biagini	7450 Lake Elmo Ave.	6/27/2014	\$ 852,460.16	\$ 4,910.50	\$ 3,682.87	\$ 3,191.82	\$ 426.73		
2014-84	HVAC Permit	Grubb	6639-Jasmine Ave. N.	6/29/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00		
2014-85	Pumbing	Grubb	6639 Jasmine Ave	6/29/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00		
2014-86	HVAC. Permit	D.J's Heati	6262-117th. St. N.	6/30/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00		
2014-87	Kitchen	Manda	11644 McKusick Rd.	7/1/2014	\$ 30,000.00	\$ 442.25	\$ 331.68	\$ -	\$ 15.00		
2014-88	Re-Roof	Spitzmueller	7691 Jamaca Ave. N.	7/1/2014	\$ 7,200.00	\$ 153.25	\$ 114.93	\$ -	\$ 3.60		
2014-89	HVAC Permit	Schwtes H	8655 Kimbro Ln. n.	7/2/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00		
2014-90	Gas Productio	North. Nat.	11380-60th. St. N.	7/3/2014	\$ 500,000.00	\$ 3,233.75	\$ 2,425.31	\$ 2,101.03	\$ 250.00		
2014-91	Re-Roof	Bruhl	9953 Hidden Glade	7/9/2014	\$ 21,870.00	\$ 349.25	\$ 261.93	\$ -	\$ 10.93		
2014-92	HVAC Permit	Moser	6680 Jasmine Ave.	7/10/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00		
2014-93	Plumbing	Borgmeier	9707 Janero Ct.N.	7/11/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00		
2014-94	Garage	Panek	9693 Dellwood Rd Ln.	7/17/2014	\$ 38,112.48	\$ 533.15	\$ 399.86	\$ 346.54	\$ 19.05		
Monthly total							#####	\$ 10,306.56	\$ 7,377.32	\$ 991.11	