

**City of Grant
City Council Agenda
November 6, 2014**

The regular monthly meeting of the Grant City Council will be called to order at 7:00 o'clock p.m. on Thursday, November 6, 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

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) _____

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF REGULAR AGENDA

4. APPROVAL OF CONSENT AGENDA

- A. October 7, 2014 City Council Meeting Minutes
- B. Bill List, \$38,443.29
- C. Brochman Blacktopping, Road Maintenance, \$25,073.00
- D. Kline Bros. Excavating, Road Maintenance, \$14,946.25
- E. Code Red Contract, \$321.94
- F. City of Grant Rules of Procedure

5. STAFF AGENDA ITEMS

A. City Engineer, Phil Olson (no action items)

B. City Planner, Jennifer Haskamp

i. Land Use Definitions

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

6. NEW BUSINESS

7. UNFINISHED BUSINESS

8. DISCUSSION ITEMS

A. City Council Reports (any updates from Council)

B. Staff Updates

9. COMMUNITY CALENDAR NOVEMBER 8 THROUGH NOVEMBER 30, 2014:

Canvas of Election Meeting, Friday, November 8th, City Office, 10:00 a.m.

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

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

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

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

City Office Closed, Thursday, November 27th and Friday, November 28th.

10. ADJOURNMENT

CITY OF GRANT
MINUTES

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DATE : October 7, 2014
TIME STARTED : 7:03 p.m.
TIME ENDED : 7:44 p.m.
MEMBERS PRESENT : Councilmember Bohnen, Tronrud,
Huber, Lobin and Mayor Carr
MEMBERS ABSENT : None

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

SETTING THE AGENDA

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

CONSENT AGENDA

- September 2, 2014 City Council Meeting Minutes Approved
- Bill List, \$133,345.50 Approved
- City of Mahtomedi, 3rd Quarter Fire Payment, \$30,490.00 Approved
- Kline Bros. Excavating, Road Maintenance, \$25,542.50 Approved
- Resolution No. 2014-23, Loggers Trail Conditional Use Permit Approved
- Resolution No. 2013-29, Jasmine Hills Final Plat Approved
- Jasmine Hills Development Agreement Approved

1 Ordinance No. 2014-36, Land Use Moratorium Approved

2

3 Resolution No. 2014-28, Summary Publication of
4 Ordinance No. 2014-36 Approved

5

6 Update of Snow Plowing Policy Approved

7

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

10

11 **STAFF AGENDA ITEMS**

12

13 **City Engineer, Phil Olson (No action items)**

14

15 **City Planner, Jennifer Haskamp**

16

17 **PUBLIC HEARING, Consideration of Resolution No. 2014-30, Variance Request for Septic,**
18 **9285 84th Street N** – City Planner Haskamp advised the Applicants and Owners (“Applicants”), Terry
19 Aske and Janet Eitrem, have requested a variance from wetland/pond setbacks for a septic system on
20 the property located at 9285 84th Street North. In July Washington County Environmental Services
21 received a Compliance Inspection Report for the system currently serving the home that indicated the
22 subsurface sewage treatment system (SSTS) was failing and would need to be replaced. As such, the
23 Applicants attempted to replace the system and were notified by the County that the location of the
24 replacement system is within the City’s required wetland setbacks and thus would need to obtain a
25 variance from the city prior to being issued a permit for installation of the new system.

26

27 City Planner Haskamp reviewed the application and staff analysis noting that according to the City
28 Code, Sections 32-59 and 32-60 establishes the criteria for granting and review of variance requests.
29 The variance application review requires the Applicants to prepare a statement of reasons why the
30 request is made describing the hardship (or practical difficulty) which is described as, “the proposed
31 use of the property and associated structures in question cannot be established under the conditions
32 allowed by this chapter or its amendments and no other reasonable alternate use exists; however, the
33 plight of the landowner must be due to physical conditions unique to the land, structure or building
34 involved and are not applicable to other lands, structures or buildings in the same zoning
35 district....Economic considerations alone shall not constitute a hardship.”

36

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

- 39 ■ The Applicants must replace the failing system to comply with the Notice and Order to
- 40 Comply issued by the Washington County Department of public Health and Environment.
- 41 ■ Replacement of the failing system is a health, safety, and welfare issue and must be completed
- 42 to the satisfaction of Washington County to protect the current and future home owners.
- 43 ■ The lot is considered a legal non-conforming property for lot size, area and dimensions and
- 44 constrains the buildable area on the site limiting the available locations to site the new system.

- 1 ▪ There are three wetland/pond areas and significant topography and vegetation which limit the
2 available area to site the replacement system.

3
4 Draft Conditions:

- 5 ▪ The Applicants shall be required to obtain the proper permits from the Washington County
6 Department of Public Health and Environment prior to installation of the replacement system.
- 7 ▪ The replacement system must be placed outside of all wetland/ponding areas on the site.

8
9 City Planner Haskamp reviewed the attached draft resolution of approval for Council consideration.

10
11 Mayor Carr opened the public hearing at 7:10 p.m.

12
13 No one was present to address the Council on this issue.

14
15 Mayor Carr closed the public hearing at 7:11 p.m.

16
17 **Council Member Bohnen moved to adopt Resolution No. 2014-30, as presented. Council**
18 **Member Tronrud seconded the motion. Motion carried unanimously.**

19
20 **Land Use Definition Process** – City Planner Haskamp advised the land use definition process goes
21 along with the land use moratorium that was approved this evening. There are twenty-two land uses
22 that currently do not have definitions. She outlined a process for defining these and asked for Council
23 feedback.

24
25 It was the consensus of the Council to start with defining the most critical uses and as they are
26 completed they will be taken off the moratorium.

27
28 This item will appear on the next Council agenda.

29
30 **City Attorney, Nick Vivian (No action items)**

31
32 **NEW BUSINESS**

33
34 There was no new business.

35
36 **UNFINISHED BUSINESS**

37
38 There was no unfinished business.

39
40 **DISCUSSION ITEMS**

41
42 **City Council Reports:**

1 Mayor Carr stated the newsletter went out. There is a Charter meeting on October 16th and more
2 information can be obtained there. He noted the draft Charter is also posted on the City website.

3
4 Council Member Bohnen stated the city is ready now for the Justin Trail project but culverts need to
5 be installed under the driveways. The Council had approved an expenditure of \$5,000 but the
6 culverts will be a separate expenditure. He asked for Council direction regarding the property owner
7 paying for the culverts.

8
9 Mayor Carr stated those are driveway culverts and the property owner is responsible for them. The
10 City can install them but they have to pay for the materials or the access will be limited.

11
12 It was the consensus of the Council to have the City Attorney coordinate with the City Engineer and
13 property owners regarding the material costs of the culverts.

14
15 **Mayor Carr moved to direct staff to work with the homeowner regarding culvert installation at
16 their expense and potential access and authorize work up to \$5,000 for Justin Trail. Council
17 Member Bohnen seconded the motion. Motion carried unanimously.**

18
19 **Staff Updates:**

20
21 City Attorney Vivian referred to memo's included in the Council packets relating to legal questions
22 and complaints. He outlined a memo regarding the Charter question petition in relation to removing
23 signatures noting signatures cannot be revoked.

24
25 **COMMUNITY CALENDAR OCTOBER 8 THROUGH OCTOBER 31, 2014:**

26 **Mahtomedi Public Schools Board Meeting, Thursday, October 9th, 2014, Mahtomedi District
27 Education Center, 7:00 p.m.**

28 **Stillwater Public Schools Board Meeting, Thursday, October 9th and October 23rd, 2014,
29 Stillwater City Hall, 7:00 p.m.**

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

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

32
33 The City Council adjourned to a work session to take public input.

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35 **PUBLIC INPUT**

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37 **Citizen Comments – Individuals may address the City Council about any item not
38 included on the regular agenda. The Mayor will recognize speakers to come to the
39 podium. Speakers will state their name and address and limit their remarks to three (3)
40 minutes. Generally, the City Council will not take any official action on items discussed
41 at this time, but may typically refer the matter to staff for a future report or direct that
42 the matter be scheduled on an upcoming agenda.**

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No one was present for public input and no Council action was taken.

ADJOURN

There being no further business, Council Member Bohnen moved adjourn at 7:44 p.m. Council Member Lobin seconded the motion. Motion carried unanimously.

These minutes were considered and approved at the regular Council Meeting November 6th, 2014.

Kim Points, Administrator/Clerk

Tom Carr, Mayor

Date range: 10/08/2014 to 10/29/2014

<u>Vendor</u>	<u>Date</u>	<u>Check #</u>	<u>Total</u>	<u>Description</u>	<u>Void</u>	<u>Account #</u>	<u>Detail</u>
Maroney's	10/24/2014	12568	\$68.40	Roadside Garbage	No	100-43105-384	\$68.40
AirFresh Industries	10/24/2014	12569	\$125.00	PortaPot #17946	No	100-43007-210	\$125.00
CenturyLink	10/24/2014	12570	\$163.60	City Phone	No	100-41309-321	\$163.60
Mark Halberstadt	10/24/2014	12571	\$674.00	Escrow Refund	No	889-49310-810	\$674.00
Wells Fargo Business Card	10/24/2014	12572	\$33.69	Notary Stamp	No	100-41314-210	\$33.69
Ken Ronnan	10/24/2014	12573	\$45.00	Video Tech Services	No	100-41318-300	\$45.00
Waste Management	10/24/2014	12574	\$4,347.38	Recycling	No	100-43011-384	\$4,347.38
MN Department of Labor & Industry	10/24/2014	12575	\$2,505.57	Conf#20894163060/20895163060	No	100-42005-620	\$2,505.57
Press Publications	10/24/2014	12576	\$29.70	Legals- 3 Public Hearings	No	890-49310-351	\$29.70
Smith Appraisal Service	10/24/2014	12577	\$1,901.37	Monthly Assessment Services September	No	100-41208-300	\$1,901.37
Brochman Blacktopping Co.	10/24/2014	12579	\$25,703.00	Roads/Pothole Repair	No	100-43109-300	\$4,854.00
						100-43111-300	\$849.00
						100-43128-300	\$20,000.00
Cornerstone Land Surveying	10/24/2014	12580	\$198.22	Escrow Refun	No	864-49310-810	\$198.22
Eckberg Lammers	10/24/2014	12581	\$7,204.16	Legal Services	No	100-41204-300	\$3,581.93
						100-41205-300	\$714.21
						100-41206-300	\$1,617.15
						867-49310-300	\$360.00
						871-49310-300	\$172.37
						872-49310-300	\$297.50
						878-49310-300	\$125.00
						885-49310-300	\$256.00
						887-49310-300	\$80.00
WSB & Associates	10/24/2014	12582	\$6,789.00	Engineering	No	100-41203-300	\$726.00
						100-43111-300	\$319.00
						100-43128-300	\$56.50
						100-43130-300	\$5,009.50
						890-49310-300	\$678.00
Xcel Energy	10/24/2014	12583	\$128.89	Utilities	No	100-43004-381	\$71.87
						100-43010-381	\$11.59
						100-43117-381	\$45.43

Vendor	Date	Check #	Total	Description	Void	Account #	Detail
Croix Valley Inspector	10/24/2014	12584	\$1,885.45	Building Inspector	No	100-42004-300	\$1,885.45
Payroll Period Ending 10/31/2014	10/27/2014	12585	\$3,262.64		No	100-41101-100	\$3,262.64
Kline Bros Excavating	10/27/2014	12586	\$14,946.25	Road Maintenance	No	100-43101-300	\$3,843.75
						100-43106-300	\$1,230.00
						100-43108-300	\$3,042.50
						100-43111-300	\$3,500.00
						100-43126-300	\$3,330.00
Press Publications	10/27/2014	12587	\$192.88	Election Publications	No	100-41303-351	\$192.88
Sawmill Golf Course	10/27/2014	12588	\$3,110.63	Subdivision Escrow Refund	No	871-49310-810	\$3,110.63
Sprint	10/27/2014	12589	\$28.90	City Cell Phone	No	100-43116-321	\$28.90
Mike Perron	10/27/2014	12590	\$855.00	Tree Removal	No	100-43114-300	\$855.00
PERA	10/27/2014	12591	\$602.55	PERA	No	100-41102-120	\$323.59
						100-41113-100	\$278.96
IRS	10/27/2014	EFT55	\$1,079.91	Payroll Taxes	No	100-41103-100	\$341.44
						100-41107-100	\$397.03
						100-41110-100	\$276.72
						100-41112-100	\$64.72
SHC, LLC	10/28/2014	12592	\$2,581.00	Planning	No	100-41209-300	\$1,178.00
						867-49310-300	\$115.00
						887-49310-300	\$230.00
						890-49310-300	\$391.00
						891-49310-300	\$322.00
						892-49310-300	\$345.00
Total For Selected Checks			\$78,462.19				\$78,462.19

Brochman Blacktopping Co.
 12770 Mckusick Rd.
 Stillwater, Mn. 55082

Invoice

Date 10/16/2014
 Invoice # 3255

Bill To:
 City Of Grant
 111 Wildwood Rd.
 Po. Box. 577
 Willernie, MN 55090

Terms Due on receipt Due Date 10/16/2014

Item	Description	Qty	Price	Amount
asphalt mix	Tons	4	55.00	220.00
Man hours	Labor	6	52.00	312.00
Truck	With Driver (Hours)	5	87.00	435.00
Skid loader	With Operator (Hours)	2	77.00	154.00
Roller	With Operator (Hours)	2	72.00	144.00
Tack	Sprayer (Hours)	1	30.00	30.00
Tack	Gallons	15	3.00	45.00

Labor & materials for asphalt patching repair at Keats
 Ave. No. Stillwater, MN 55082 (Grant) 10/14/2014

Thank you! for your business.

brochmanpaving@msn.com

651-439-5379
 651-439-5379

Subtotal	\$1,340.00
Sales Tax (0.0%)	\$0.00
Total	\$1,340.00
Payments/Credits	\$0.00
Balance Due	\$1,340.00

Brochman Blacktopping Co.
 12770 Mckusick Rd.
 Stillwater, Mn. 55082

Invoice

Date 10/23/2014
 Invoice # 3271

Bill To

City Of Grant
 111 Wildwood Rd.
 Po. Box. 577
 Willernie, MN 55090

Terms Due on receipt Due Date 10/23/2014

Item	Description	Qty	Price	Amount
asphalt mix	Tons	5	55.00	275.00
Man hours	Labor (Hours)	7	52.00	364.00
Truck	With driver (Hours)	5	87.00	435.00
Skid loader	With operator (Hours)	4	77.00	308.00
Roller	With operator (Hours)	2	72.00	144.00
Tack	Sprayer	1	30.00	30.00
Tack	Gallons	15	3.00	45.00

Labor & materials for asphalt patching repair at 60th St.
 Lane & Keswick Stillwater, MN 55082 (Grant).
 10/22/2014

Thank you! for your business.

brochmanpaving@msn.com

651-439-5379
 651-439-5379

Subtotal	\$1,601.00
Sales Tax (0.0%)	\$0.00
Total	\$1,601.00
Payments/Credits	\$0.00
Balance Due	\$1,601.00

Brochman Blacktopping Co.

12770 Mckusick Rd.
Stillwater, Mn. 55082

invoice

Date 10/20/2014
Invoice # 3265

Bill To

City Of Grant
111 Wildwood Rd.
Po. Box. 577
Willernie, MN 55090

Terms Due on receipt Due Date 10/20/2014

Item	Description	Qty	Price	Amount
asphalt mix	Tons	4	55.00	220.00
Man hours	Labor Hrs.	11	52.00	572.00
Truck	With Driver Hrs.	6	87.00	522.00
Skid loader	With Operator Hrs.	4	77.00	308.00
Roller	With Operator Hrs.	3	72.00	216.00
Tack	Sprayer Hrs.	1	30.00	30.00
Tack	Gallons	15	3.00	45.00

Labor & materials for asphalt patching repair at 69th St.
Ln. Stillwater, MN 55082 (Grant) 10/17/2014.

Thank you! for your business.

Subtotal	\$1,913.00
Sales Tax (0.0%)	\$0.00
Total	\$1,913.00
Payments/Credits	\$0.00
Balance Due	\$1,913.00

brochmanpaving@msn.com

651-439-5379
651-439-5379

Brochman Blacktopping Co.
12770 Mckusick Rd.
Stillwater, Mn. 55082

Invoice

Date 10/7/2014
Invoice # 3238

Bill To

City Of Grant
111 Wildwood Rd.
Po. Box. 577
Willernie, MN 55090

Terms Due on receipt Due Date 10/7/2014

Item	Description	Qty	Price	Amount
Road	Labor & materials for drainage improvements, asphalt repairs & curbing installed to Keswick Avenue Paving Project in Grant Township. (10/02/2014)	1	20,000.00	20,000.00

Thank you! for your business.

brochmanpaving@msn.com

651-439-5379
651-439-5379

Subtotal	\$20,000.00
Sales Tax (0.0%)	\$0.00
Total	\$20,000.00
Payments/Credits	\$0.00
Balance Due	\$20,000.00

Brochman Blacktopping Co.
 12770 Mckusick Rd.
 Stillwater, Mn. 55082

Invoice

Date 10/13/2014
 Invoice # 3249

Bill To

City Of Grant
 111 Wildwood Rd.
 Po. Box. 577
 Willernie, MN 55090

Terms Due on receipt Due Date 10/13/2014

Item	Description	Qty	Price	Amount
asphalt mix	Tons	3	60.00	180.00
Man hours	Labor	5	53.00	265.00
Truck	With Driver (Hours)	3	85.00	255.00
Skid loader	With Operator (Hours)	1	77.00	77.00
Roller	With Operator (Hours)	1	72.00	72.00

Labor & materials for asphalt patching of driveway &
 Culvert installation at Joceylen Rd. No. Still. MN 55082.
 (Grant) 10/11/2014.

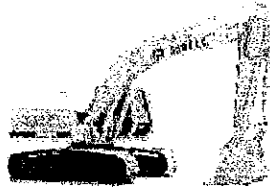
Thank you! for your business.

Subtotal	\$849.00
Sales Tax (0.0%)	\$0.00
Total	\$849.00
Payments/Credits	\$0.00
Balance Due	\$849.00

brochmanpaving@msn.com

651-439-5379
 651-439-5379

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



Invoice

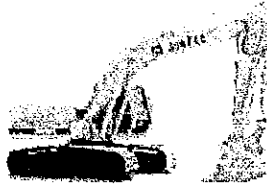
DATE	INVOICE #
10/23/14	2351

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

DUE DATE
11/2/14

DESCRIPTION	QTY	UNIT COST	AMOUNT
09-26-14 1845C (CLEAN SAND WASHOUT FROM DITCH ON KESWICK AND HAUL AWAY)	2	85.00	170.00
09-26-14 E70	2	90.00	180.00
09-26-14 LNT9000	2	75.00	150.00
09-26-14 T600	1	75.00	75.00
10-06-14 1845C (FILL IN BEHIND CURBS ON KESWICK WITH CLAY TOPSOIL)	7	85.00	595.00
10-06-14 LOADS OF CLAY TOPSOIL HAULED	8	145.00	1,160.00
10-06-14 HAND LABOR	3	45.00	135.00
10-09-14 1845C	3.5	85.00	297.50
10-09-14 LOADS OF CLAY TOPSOIL HAULED	1	145.00	145.00
10-09-14 HAND LABOR	3	45.00	135.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE	Total		3,042.50

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



Invoice

DATE	INVOICE #
10/23/14	2354

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

DUE DATE
11/2/14

DESCRIPTION	QTY	UNIT COST	AMOUNT
9-30-14 770B SPREAD GRAVEL ON 68TH ST WEST	10	75.00	750.00
9-30-14 SD54 COMPACT GRAVEL	3	75.00	225.00
9-30-14 1845C GRADE INTERSECTION AND EDGES	3	85.00	255.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE			Total
			1,230.00

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



Invoice

DATE	INVOICE #
10/23/14	2350

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

DUE DATE
11/2/14

DESCRIPTION	QTY	UNIT COST	AMOUNT
09-30-14 740A	4.5	75.00	337.50
10-03-14 770B	5	75.00	375.00
10-03-14 740A	3.5	75.00	262.50
10-13-14 770B	6.5	75.00	487.50
10-13-14 740A	5	75.00	375.00
10-14-14 770B	3.25	75.00	243.75
10-14-14 740A	4.5	75.00	337.50
10-15-14 770B	2.5	75.00	187.50
10-20-14 740A	3.5	75.00	262.50
10-23-14 770B	7	75.00	525.00
10-23-14 740A	6	75.00	450.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONHTLY SERV CHARGE	Total		3,843.75

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



Invoice

DATE	INVOICE #
10/23/14	2352

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

DUE DATE
11/2/14

DESCRIPTION	QTY	UNIT COST	AMOUNT
10-21-14 REPLACE CULVERT ON 68TH ST & JAMACA WITH 15" X 52' HDPE WITH APRONS			3,500.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE	Total		3,500.00

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



Invoice

DATE	INVOICE #
10/23/14	2353

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

DUE DATE
11/2/14

DESCRIPTION	QTY	UNIT COST	AMOUNT
10-10-14 1845C (DITCHWORK ON 83RD ST)	5	85.00	425.00
10-10-14 E70	4	90.00	360.00
10-10-14 LNT9000	3	75.00	225.00
10-10-14 T600	3	75.00	225.00
10-15-14 1845C (MAPLE ST DITCHWORK)	3.5	85.00	297.50
10-15-14 E70	3	90.00	270.00
10-15-14 LNT9000	2	75.00	150.00
10-15-14 T600	2	75.00	150.00
10-22-14 1845C (DITCHWORK ON 68TH ST WEST OF JAMACA. TAPER SHARP DROP OFF ON NORTH SIDE)	5.5	85.00	467.50
10-22-14 E70	2	90.00	180.00
10-22-14 LOADS OF CLAY TOPSOIL HAULED	4	145.00	580.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE	Total		3,330.00

**JOINT POWERS AGREEMENT BETWEEN THE WASHINGTON COUNTY SHERIFF'S
OFFICE AND THE CITY OF GRANT**

THIS AGREEMENT is made by and between political subdivisions organized and existing under the Constitution and laws of the State of Minnesota. Washington County a political subdivision by and through its Sheriff's Office (hereinafter "Provider") and the City of Grant Minnesota, a municipal corporation, (hereinafter referred to as the "City") are the parties to this agreement.

WHEREAS, both political subdivisions through their law enforcement agencies manage threats to public health and safety.

WHEREAS, Minnesota Statutes Section 471.59 provides that two or more governmental units may by Agreement jointly exercise any power common to the contracting parties.

WHEREAS, The Provider has entered into a contract with Emergency Communications Network for the purpose of providing a Mass Emergency Notification System also known as Code Red.

WHEREAS, The provider has agreed to purchase 150,000 minutes from Emergency Communications Network for the purpose of sending Mass Emergency Notifications to home, business or cell phones.

WHEREAS, the Provider has agreed to purchase the Mass Emergency Communication system to assist agencies within Washington County provide necessary emergency and non emergency mass notifications.

WHEREAS, The City is in need of having the ability to communicate with the public in a timely fashion during both emergency and non emergency situations.

WHEREAS, At the request of the City, the Provider is willing to provide a Mass Emergency Notification System.

NOW THEREFORE, Pursuant to the authority contained in Minnesota Statute Section 471.59, commonly known as the Joint Powers Act which authorizes two or more governmental units to jointly exercise any power common to them and /or Minnesota Statutes Sections 626.76 and in consideration of the mutual covenant herein contain and the benefits that each party hereto shall derive hereby the Provider and City agree to the following terms and conditions.

PURPOSE

The purpose of this joint powers agreement is set forth in the recitals contained in the above whereas clauses which are incorporated by references if fully set forth herein.

CITY'S RESPONSIBILITIES

1. When needed, the City's representative shall be able to utilize the Mass Emergency Notification Communication System by notifying the Washington County Sheriff's Office 911 PSAP for Emergency Notifications. Emergency Notifications are those that are related to public safety as defined in the Code Red Policy. The 150,000 minutes purchased by the provider will be used for all Emergency Notifications at no additional cost to the City.
2. The City agrees to pay the Provider \$321.94 for the purpose of purchasing its proportionate share of 150,000 Emergency Notification minutes per year.
3. The City will conform to any Policy developed by Provider related to the use and maintenance of Code Red.
4. The City's representative shall be responsible for determining the content of any Emergency Notification message in addition to the geographic area the message is to be sent.
5. The Washington County 911 PSAP Center personnel will assist in preparing Emergency Notifications as defined in the Code Red Policy and will be responsible for initiating the call procedures through Code Red at the direction of the City's authorized representative.
6. The City's representative will be responsible for sending any General Notifications, as defined in the Code Red Policy, through a web based server. General Notification minutes used will be paid by the City to the Provider at an additional contracted rate of .25 per minute. Those funds will be retained by the provider for the sole purpose of purchasing minutes on the Code Red System.
7. For every additional year this agreement is extended the Provider will invoice the City at a rate of \$ 321.94 per year for emergency notification minutes.

8. City will be responsible for the payment of additional year(s) extension upon receipt of the invoice from the Provider.

PROVIDER'S RESPONSIBILITIES

1. Provider agrees to enter into a contract with Emergency Communications Network for the purchase of 150,000 minutes of the Code Red Mass Notification System in 2012.
2. Provider will develop a policy related to the use and maintenance of the Code Red System.
3. Provider will assign an employee as the Code Red System administrator.
4. Provider agrees to train the 911 PSAP personnel in the operation of the Code Red System.
5. Provider agrees to train the City representative in the use of the Code Red System.
6. The Provider will test the Code Red System to ensure the system is operating properly.
7. The Provider will monitor the number of minutes used by all agencies to ensure there is sufficient number of minutes available in the event of an emergency.

TERM OF AGREEMENT

The initial Term of this Agreement shall be from January 01, 2015 and ends December 31, 2016, the date of the signature of the parties notwithstanding, unless earlier terminated in accordance with the termination clause. After the initial Term, this Agreement will automatically renew for three additional one year periods with the final termination date of December 31st 2019, unless the automatic extension is cancelled by the City in accordance with the termination clause.

PAYMENT

The City shall pay the Provider within 30 days of being invoiced for the City's annual portion of the Code Red System or for any General Message minute usage.

INDEPENDENT CONTRACTOR

It will be agreed that nothing within the contract is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties or as constituting the City as the agent, representative, or employee of the Provider for any purpose or in any manner whatsoever.

ASSIGNMENT

The City shall not assign any services contemplated under this agreement.

RECORD DISCLOSURES/MONITORING

Pursuant to Minn. Statute 16C.05 SUBD. 5, the books, records, documents and accounting procedures and practices of the contractor relevant to the contract are subject to examination by the County and either the legislative auditor or the state auditor, as appropriate. The contractor agrees to maintain and make available these records for a period of six years from the date of termination of this agreement.

INDEMNIFICATION

- a. The City agrees it will defend, indemnify and hold harmless the Provider, its officers and employees against any and all liability, loss, costs, damages, and expenses which the Provider, its officers, or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts or omissions of the City in the performance of this agreement.
- b. The liability of the parties under this agreement shall be governed by Minnesota Statutes section 471.59 subdivision 1a. Each party to this agreement shall be liable for its own acts or omissions and shall not be liable for the acts or omissions of any other party to this agreement.

INSURANCE REQUIREMENTS

The City agrees that in order to protect itself, as well as the Provider, under the indemnity provisions set forth above, it will at all times during the term of this Agreement, keep in force the following insurance protection in the limits specified:

1. Maintain membership and participation in the Minnesota League of Cities Trust or Commercial General liability Insurance with contractual liability coverage in the amount of the City's and Provider's tort liability limits set forth in Minnesota Statute Section 466.04 and as amended from time to time.
2. Automobile coverage in the amount of the City's and Provider's tort liability limits set forth in Minnesota Statute Section 466.04 and as amended from time to time.
3. Worker's Compensation in statutory amount.

Prior to the effective date of this Agreement, the City will furnish the Provider, with certificates of insurance as proof of insurance. This provision shall be set as a condition subsequent; failure to abide by this provision shall be deemed a substantial breach of contract.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days notice thereof to the Provider.

DATA PRACTICES

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the contractor, because of this agreement, is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as federal regulations on data privacy.

TERMINATION

- a. Provider may cancel this Agreement with or without cause at any time upon giving a 30 days written notice to the City Administrator or designee. The City may cancel this Agreement with or without cause at anytime upon giving a 30 days notice to the Washington County Sheriff or designee. No monies paid will be refunded to the City upon termination of this contract.
- b. During the initial or subsequent term if the City does not want to exercise the automatic one year renewal, it must provide written notice of such to Provider at least 90 days prior to December 31st of the current year.
- c. If Provider does not renew its contract with Emergency Communication Network for 150,000 minutes of the Code Red Mass Notification System for years 2017, 2018 and or 2019, the Provider will notify the City 30 days prior to December 31st 2016, December 31st 2017 or December 31st 2018 respectively.

WASHINGTON COUNTY

GRANT

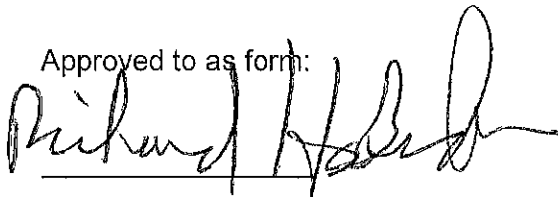
BY: _____ DATE: _____
County Board Chair

BY: _____ DATE: _____

BY: _____ DATE: _____
County Administrator

BY: _____ DATE: _____
Sheriff

Approved to as form:



Asst County Attorney



Office of the Sheriff

Commitment to Excellence



William M. Hutton
Sheriff

Daniel Starry
Chief Deputy

City or Township	2010 US Census Population	Code Red Cost per year Formula (Population x .07860)
Afton	2,886	\$226.83
Bayport	3,471	\$272.82
Baytown Township	1,723	\$135.42
Birchwood Village	870	\$68.38
Cottage Grove	34,589	\$2,718.69
Dellwood	1,063	\$83.55
Denmark Township	1,737	\$136.52
Forest Lake	18,375	\$1,444.27
Grant	4,096	\$321.94
Grey Cloud Island Twp	289	\$22.71
Hugo	13,332	\$1,047.89
Lake Elmo	8,069	\$634.22
Lake St Croix Beach	1,051	\$82.60
Lakeland	1,796	\$141.16
Lakeland Shores	311	\$24.44
Landfall	686	\$53.92
Mahtomedi	7,676	\$603.33
Marine St Croix	689	\$54.15
May Township	2,776	\$218.19
Newport	3,435	\$270.00
Oak Park Heights	4,339	\$341.04
Oakdale	27,378	\$2,151.91
Pine Springs	408	\$32.06
Scandia	3,936	\$309.36
St. Marys Point	368	\$28.92
St. Paul Park	5,279	\$414.92
Stillwater	18,225	\$1,432.49
Stillwater Twp	2,366	\$185.97
West Lakeland Twp	4,046	\$318.01
White Bear Lake	403	\$31.67
Willernie	507	\$39.85
Woodbury	61,961	\$4,870.13
Total	238,136	\$18,717.36

Law Enforcement Center • 15015 62nd Street North — P.O. Box 3801, Stillwater, Minnesota 55082-3801
Phone: 651-430-7600 • Fax: 651-430-7603 • TTY: 651-430-6246

www.co.washington.mn.us

Equal Employment Opportunity / Affirmative Action

CITY OF GRANT



**Rules of Procedure
For City Council Meetings,
Ballfield, Newsletter, Town Hall
& City Consultants**

CITY OF GRANT
RULES OF PROCEDURE
FOR CITY COUNCIL MEETINGS,
BALLFIELD, NEWSLETTER, TOWN HALL
& CITY CONSULTANTS

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Section 1

MEETINGS

A. **Regular**

The City Council shall hold regular meetings on the first Tuesday of each month at 7:00 p.m., provided that when the day fixed for any regular meetings falls on a day designated by law as a legal holiday or election, such meeting shall be rescheduled per the City Council.

B. **Special**

The Mayor or any two members of the Council by writing filed with the Administrator/Clerk may call a special meeting. A special meeting is a meeting that is held at a time or location different from that of a regular meeting.

The City will post written notice of a special meeting on the principal bulletin board, located at the entrance of the City office. The notice will state the date, time place and purpose of the meeting.

In calculating the number of days for providing notice, the first day that the notice is given will not be counted and the last of the notice will be counted. If the last day is a Saturday, Sunday or legal holiday, that day is omitted from the calculation and the following day is considered the last day, unless it happens again to be a Saturday, Sunday or a legal holiday.

Business transacted at a special meeting shall be limited to that mentioned in the posting for the special meeting.

C. **Emergency**

An “emergency meeting” is a special meeting to deal with a matter that requires immediate consideration of the City Council. A posted notice of

an emergency meeting is not required. However, the City must make a good faith effort to notify each news medium and resident that has filed a written request for notice. The notice must include the subject of the meeting.

D. **Place**

All meeting shall be held at Town Hall in Grant unless there is a notice designating another location.

E. **Presiding Officers**

The Mayor shall preside at all meetings of the Council. In the absence of the Mayor, the Deputy Mayor shall preside. In the absence of both, the Council Members shall elect one of their members as temporary chairperson. It is the duty of the presiding officer to preserve strict order and decorum at all meetings of the Council.

F. **Quorum**

Three members of the Council shall constitute a quorum at any meeting of the Council.

G. **Order of Business**

At the hour appointed for meeting, the members shall be called to order by the Mayor or Deputy Mayor. Upon the appearance of the quorum, the Council shall proceed to business of the city to be conducted in the established order:

- A. Call to Order
- B. Public Input
- C. Pledge of Allegiance
- D. Approval of Regular Agenda
- E. Approval of Consent Agenda
- F. Staff Agenda (action) Items
- G. New Business
- H. Unfinished Business
- I. Discussion Items
- J. Community Calendar
- K. Adjournment

H. **Curfew**

No additional agenda item will be discussed after 10:00 p.m. Meetings adjourned under this policy will be continued on the next Tuesday at 6:00 p.m. The Council by simple majority may change the time and date. The continued meeting will begin at the point on the agenda where the adjournment occurred. No new items will be added to the continued meeting agenda. A majority of the council may extend the meeting beyond the 10:00 p.m. curfew.

I. **First Regular Meeting of the Year**

At the first regular council meeting in January of each year, the Council must (1) designate the official newspaper, (2) choose a Deputy Mayor, (3) designate the official depository, and 4) make any other annual appoints as necessary.

Section 2

AGENDA FOR REGULAR MEETING

A. **Agenda Items**

Agenda items for Council meetings are typically action items that require a motion by the City Council. Agenda items are determined by City staff based on action necessary by the City Council to conduct the business of the City.

B. **Consent Agenda**

The consent agenda is used by many City Councils to help shorten the length of meetings by using time more efficiently. A consent agenda typically groups together many items that are routine and uncontroversial. Although the Council must take action on these items, they do not require further discussion.

Examples of items typically included in the consent agenda are the approval of the minutes, routine expenditures and the final approval of licenses and permits.

The Council generally approves all items on the consent agenda with the passage of one motion. If there is any item on the consent agenda that a Council Member feels warrants further discussion, it is removed from the consent agenda and dealt with individually. The item may be placed under New Business on the regular agenda.

C. **Addition of Agenda Items**

It is typical practice that items not on the agenda are to be brought up under Council or Staff updates to consider for a future agenda.

Upon adoption of the agenda, staff may recommend an addition agenda item if immediate Council action is required. Council Members may also add agenda items upon adoption of the regular agenda by the majority vote of the Council.

Individuals may address the City Council about any item not included on the regular agenda during the Public Input portion of the agenda. The Mayor will recognize speakers to come to the podium. Speakers will state and write 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. The Council may also determine an issue should be addressed with the individual and direct the Administrator/Clerk to work with the individual directly, as no Council action would be required.

D. **Civility**

When appearing at Council meetings, it is understood that everyone will follow these principles: Show respect for each other, actively listen to one another, keep emotions in check and always use respectful language.

Section 3

MINUTES

- A. The Administrator/Clerk shall keep a record of all regular Council meetings.

The Council may, by motion carried by a majority of the vote, amend the minutes. Such amending motion shall become a part of the minutes of the subsequent meeting.

Minutes for City Council meetings will be action/summary minutes.

B. **Required Contents**

The following items must be included in the minutes:

- The members of the public body who are present.
- The members who make or second motions.
- Roll call vote when required on motions.
- Subject matter of proposed resolutions or ordinance.
- Whether the resolutions or ordinances are defeated or adopted.
- The votes of each member, including the Mayor.

C. **Other Items That Should be in the Minutes**

The Office of the State Auditor has also recommended that meeting minutes include the following information in addition to the information required by state statute.

- Type of meeting (regular, special, emergency, etc.)
- Type of group meeting (City Council, etc.)
- Date and place the meeting was held.
- Time the meeting was called to order.
- Approval of minutes of the previous meetings, with any corrections.
- Identity of parties to whom contracts were awarded.
- Abstentions from voting due to a conflict and the member's name and reason for abstention.
- Reasons the governing body awarded a particular contract to a bidder other than the lowest bidder.
- Granting of variances and conditional use permits.

- Approval of hourly rates paid for services provided, mileage rates, meal reimbursement amounts, and per diem amounts
- List of all transfers funds requiring Council approval.
- Appointments of representatives to committees or outside organizations.
- Authorizations and directions to invest excess funds, information on investment redemptions and maturities requiring Council approval.
- Time the meeting was concluded.

Section 4

CITY BALLFIELD

A. Use

Use of the Town Hall ball field is schedule through the City office. It has the practice of the City to allow as many organizations as possible field use. No one organization shall be allowed exclusive use of the ball field.

B. Fee

There is no City fee to use the ball field. The City does provide for mowing and field maintenance and within the annual budget.

Section 5

CITY NEWSLETTER

A. Purpose

The purpose of the City newsletter is to provide City information to residents. The City budgets a specific dollar amount every year to publish and mail the newsletter. Staff is responsible for gathering and coordinating the articles for publication. The following items should be included in each newsletter:

- Recycling information
- MS4 Information

- Public Safety
- City News/Services
- Gateway Trail News
- City Road Information
- County Road Projects
- State Road Projects
- Budget Information
- Property Tax/Assessor Information
- Mayor Article
- Council Member Articles
- City of Grant History

Section 6

TOWN HALL

A. Use

The City of Grant utilizes Town Hall for City Council Meetings, City neighborhood meetings, work sessions and special meetings unless otherwise noted.

Because there is no staff person on site, Town Hall use is not permitted to other groups for meetings.

Prior to the decision to broadcast City meeting on cable and the installation of video equipment, two groups were grandfathered in and are allowed an annual meeting. Those groups are the Gateway Trail Association and Woodland Acres Homeowner's Association.

B. Fee

There is no fee to the groups to utilize Town Hall for their annual meeting. Scheduling of the meetings shall be coordinated through the City office and allowed if there is no City meeting conflicts. The City Council and City meetings shall take priority in use of the Town Hall. All groups must leave the Town Hall in order and shall no food is permitted.

C. Use of Video Equipment

No groups are allowed access to the video equipment at Town Hall. Only a trained Video Tech employed by the Cable Commission will be allowed to access the video equipment for City meetings.

Section 7

CITY CONSULTANTS

A. Consultants

The City utilizes consultants for carrying out the business of the City. General services are provided to the City based on an hourly wage and provided for within the City budget.

B. City Applications/Escrows

Applicants also utilize the service of the consultants at the same fee billed out of the submitted escrow. Typical applications include Conditional Use Permits, Certificate of Compliance, Subdivisions and Variances. Most City applications for various land use submittals require the services of all City consultants. Any dollars left over after an application is completed, are returned to the application.

C. Use of City Consultants

It has been the practice of the City that all inquiries, required work relating to land use, engineering and legal services associated with general City business and applications are coordinated through the City office. As consultants bill the City based on an hourly fee, coordination through the City office keeps costs down and eliminates the duplication of work. City Council Members should refrain from contacting City consultants directly to minimize City costs and submit all inquiries to the City office, information from staff can be shared with all Council Members. Legal and planning information in respect to all inquiries will then be provided to all Council Members.

D. Special City Projects

Any special projects requiring the use of City consultants that are outside of typical City business shall be initiated and directed specifically by the majority of the City Council.

E. Performance Reviews

Performance Reviews of the City consultants will be conducted annually by the Administrator/Clerk on a specified date and time. Council Members will be asked to provide written comments, suggestions, etc. to include in those performance reviews. Council Members will also be asked to include written comments relating to the Administrator/Clerk that will be included in the review of the City consultants.

MEMORANDUM

To: Mayor and Grant City Council
Date: October 28, 2014
CC: Kim Points, City Clerk
RE: Land Use definitions
Nick Vivian, City Attorney
From: Jennifer Haskamp, City Planner

At the regular City Council meeting in October the City Council adopted a moratorium on land uses contained within the City's table of uses that currently are not defined. Based upon the review, staff identified 22 land uses without definitions that were most critical to review because they either 1) were uses that have been discussed/addressed by applicants over the past year; or 2) were permitted with a conditional use permit in at least one zoning district; or 3) have caused confusion by residents and/or staff over the past several years due to lacking information.

In terms of a process, the Council decided to tackle the list of land uses in smaller groups, addressing 4 or 5 land uses at a time. As such, the following land uses were identified as a priority to begin working on immediately:

- *(Business Seasonal) – to be addressed in next round*
- Golf Courses and country clubs
- Home Occupations (Meeting Criteria/Not Meeting Criteria)
- Recreation areas – commercial
- Recreation areas – private
- Commercial Recreation

The following draft definitions and information is provided for your review and consideration:

Golf Courses and Country Clubs

There are several golf courses in the City that are currently operating with clubhouses and other ancillary uses. As such, it is important to retain it as a defined land use. Oftentimes a golf course includes a club or membership associated with the operations, and also offers a clubhouse for social gathering, events, banquets, etc. Therefore staff would recommend simply defining a Golf Course to include the supplemental uses, and to remove the Country Club from the definition. This will simplify the definition of a Golf Course, and other recreational uses not associated with a golf course would likely be addressed under other similar land uses (yet to be defined) such as "Clubs and Lodges" and "Commercial Recreation" that may ultimately be more similar to the intent or vision for what activities a Country Club may include. Therefore staff provides the following draft definition for your review and consideration:

Golf Course and Country Club: An area of land laid out for a minimum of 9 holes to play golf each including a tee, fairway, and putting green to include natural and artificial hazards. The Golf Course operations and grounds may include a clubhouse, driving range, maintenance buildings and other uses which support the principal operations of the golf course.

Table 32-245 would be revised as follows:

USE	ZONING DISTRICT				
	Conservancy	Agricultural A1	Agricultural A2	Residential R1	General Business (GB)
Golf courses and country clubs	N	C	C	C	N

Home Occupations (Meeting Criteria/Not Meeting Criteria)

The City's ordinances currently define a Home Occupation as the following:

Home occupation means any gainful occupation or profession engaged in by an occupant only of a dwelling unit which is a use that is clearly incidental to the use of the dwelling unit for residential purposes, when conducted on the premises.

The table of uses then identifies the following (Strike outs as proposed by staff, and described below):

USE	ZONING DISTRICT				
	Conservancy	Agricultural A1	Agricultural A2	Residential R1	General Business (GB)
Home occupations (meeting criteria)	CC-P	CC P	CC P	CC P	N
Home occupations (not meeting criteria)	N	C	C	C	N

The issue is that the definition does not include criteria, and therefore it is not clear how to process an application. Therefore staff would recommend revising the definition to include criteria to clarify what home occupations are permitted with a certificate of compliance versus which home occupations require a conditional use permit. Further, staff would recommend amending the table to Permit Home Occupations if the criteria is met, rather than requiring a certificate of compliance. The following draft definition, including criteria, is provided for your review and consideration:

Home occupation means any gainful occupation or profession engaged in by an occupant only of a dwelling unit which is a use that is clearly incidental to the use of the dwelling unit for residential purposes, when conducted on the premises. The following criteria must be met, or the proposed use must be established as a conditional use in the zoning district proposed and proper permit obtained:

- a) No persons other than members of the Family who reside on the premises shall be engaged in such occupation;
- b) The use of the Dwelling Unit for the Home Occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and not more than twenty percent (20%) of floor area of the Dwelling Unit shall be used in the conduct of the Home Occupation, and not more than 300 square feet of any garage or Accessory Building shall be used in the conduct of the Home Occupation;

- c) There shall be no change in the outside appearance of the Building or Premises, or other visible evidence of the conduct of such Home Occupation other than any signage as permitted by the City's ordinances.
- d) No traffic shall be generated by such Home Occupation in greater volume than would normally be expected to a residence in a residential neighborhood, and the driveway shall be designed accordingly.
- e) Parking areas may not exceed four (4) stalls and shall not be located in any required yard setback area and must be screened from any adjacent residential use.
- f) No equipment, activity, or process shall be used in such Home Occupation which creates, noise, vibration, glare, fumes, odors, or electrical interference detectable to the normal senses off the Lot.
- g) No outside storage is permitted.

Recreation areas – commercial, Recreation areas – private, Commercial Recreation

The City's ordinances currently do not address or define recreational uses and areas in the community. However, they are included on the table of uses. Staff has researched other communities of similar size and land uses, and researched the American Planning Association's (APA) definitions to assist in drafting a definition. The following definitions, based on the research and the APA dictionary are provided for your consideration:

Recreation, commercial means 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. Such activities may be located primarily outdoors or within a facility. Examples include, but are not limited to skating rinks, racquet clubs, miniature golf, driving ranges, skiing, etc., but does not include golf courses.

Several communities also provide further distinction between indoor and outdoor recreational commercial facilities. However, unless there is some distinction from an intensity or scale perspective, staff would suggest limiting it to one definition for *commercial recreation* and one definition for *private recreation*. The following draft definition for private recreational uses is provided for your consideration:

Recreation, private means an accessory structure and/or use that are customary and incidental to the principal residential use of a site, including swing sets, play structures, sand boxes, tennis courts, sport courts, swimming pools and the like, intended for the enjoyment and convenience of the residents of the principal use and their occasional guests.

Based on the integration of these two uses, the following modifications to the use table would be necessary:

USE	ZONING DISTRICT				
	Conservancy	Agricultural A1	Agricultural A2	Residential R1	General Business (GB)
Commercial recreation Recreation, Commercial	GN	C	GN	GN	C
Recreation areas – commercial	N	G	N	N	G
Recreation areas – private Recreation, Private	P	P	P	P	N

City Council Report for October 2014

To: Honorable Mayor & City Council Members

From: Jack Kramer Building & Code Enforcement Official

Zoning Enforcement:

1. Dellwood Wedding Barns Venue 7373-120th. St. N Violation of Conditional Use Permit.

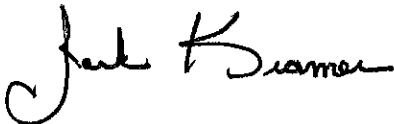
a. The city received another complaint regarding loud music from an event noted on Friday 10, 2014. The complaint noted that the barn doors were closed and the music could be heard for some distance after 10:00 p.m.

I sent a letter to the owner advising of another complaint and the need to be respectful to the neighbors. I could not verify nor did I have documentation that the decibel range violated the ordinance requirements.

Building Permit Activity:

1. Twenty-Six (26) Building Permits were issued for a total valuation of \$ 243,881.27.

Respectfully submitted,

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

Jack Kramer

Building & Code Enforcement Official

Grant Master Form

Permit	Permit Type	Name	Project Address	Date Issued	Valuation:	City Fee:	75% Plan CK Fe	Surcharge	Paid
2014-140	Porch	Conlin	10710-88th. St.N.	9/14/2014	\$ 11,240.00	\$ 195.25	\$ 146.43	\$ 126.91	\$ 5.62
2014-141	Gar. Re-Roof	Fischer	10781-75th. St. N.	9/15/2014	\$ 750.00	\$ 156.65	\$ 117.48	\$ -	\$ 0.50
2014-142	Deck	Wendoff	11035 Irish Ave.N.	9/15/2014	\$ 4,880.00	\$ 111.25	\$ 83.43	\$ 72.31	\$ 2.44
2014-143	Patio Door	Wendoff	11035 Irish Ave.N.	9/15/2014	\$ 1,600.00	\$ 69.25	\$ 51.93	\$ -	\$ 1.00
2014-144	Re-Siding	Wendoff	11035 Irish Ave.N.	9/15/2014	\$ 2,300.00	\$ 83.25	\$ 62.43	\$ -	\$ 1 3/20
2014-145	HVAC Permit	Mellgren	9550 Jamaica Ave.N.	9/16/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00
2014-146	Re-Roof	Schwarze	10707 Joliet Ave. N.	9/16/2014	\$ 8,000.00	\$ 153.25	\$ 114.93	\$ -	\$ 4.00
2014-147	Remodeling	Duea	7040-117th. St. N.	9/17/2014	\$ 50,000.00	\$ 643.75	\$ 482.81	\$ 418.43	\$ 25.00
2014-148	Addition	DeWitt Ho	7660 Fleiridge Rd. N.	9/17/2014	\$ 35,700.00	\$ 502.85	\$ 377.13	\$ 326.85	\$ 17.85
2014-149	Windows	City of Gra	8380 Kimbro Ave. NM.	9/19/2014	N/A	N/A	N/A	N/A	N/A
2014-150	Re-Roof	DeWitt Ho	9063 Itaska Ave.N.	9/19/2014	\$ 89,000.00	\$ 916.75	\$ 687.56	\$ -	\$ 44.50
2014-151	HVAC Permit	Hanifi	11725 Irish Ave. N.	9/23/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00
2014-152	Plumbing	Mattson	9889 Hidden Glade Av	9/23/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00
2014-153	Plumbing	Herold	7781 Kimbro Ave.	9/23/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00
2014-154	HVAC Permit	Sherlock	10950-66th. St. N.	9/23/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00
2014-155	Draintile	Vanderiet	9293 Keswick Ave.	9/23/2014	\$ 8,467.27	\$ 167.25	\$ 125.43	\$ -	\$ 4.23
2014-156	Egress Windo	Savignac	8591 Kimbro Ave.	9/26/2014	\$ 900.00	\$ 35.70	\$ 26.77	\$ -	\$ 0.50
2014-157	Patio Door	Gundersor	10695-75th. St. N.	9/26/2014	\$ 3,544.00	\$ 97.25	\$ 72.93	\$ -	\$ 1.77
2014-158	Plumbing	K-B Ser. C	6161 Inwood Ct. N.	9/26/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00
2014-159	Call Antennas	T-Mobile	6077 Lake Elmo Ave.	9/26/2014	\$ 7,500.00	\$ 153.25	\$ 114.93	\$ 99.61	\$ 3.75
2014-160	HVAC Permit	Bigalke	11395 Irish Ave. N.	9/27/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00
2014-161	Deck	Schuler	9819 Joliet Ave.	9/23/2014	\$ 8,000.00	\$ 153.25	\$ 114.93	\$ 99.61	\$ 4.00
2014-162	HVAC Permit	Dereschuk	6029 Inwood Ct. N.	9/30/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00
2014-163	Plumbing	McElwee	9930 Heron Ave. N.	9/30/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00
2014-164	Remodeling	Goldwood	9500 Dellwood Rd. N.	10/1/2014	\$ 12,000.00	\$ 209.25	\$ 156.93	\$ -	\$ 6.00
2014-165	HVAC Permit	Halverson	10510- 60th.st.	10/3/2014	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 5.00
Monthly total					\$ 243,881.27	\$ 4,448.20	\$ 3,336.05	\$ 1,143.72	\$ 172.31