

**City of Grant
City Council Agenda
January 2, 2018**

The regular monthly meeting of the Grant City Council will be called to order at 7:00 o'clock p.m. on Tuesday, January 2, 2018, 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 two (2) minutes with five (5) speakers maximum. Generally, the City Council will not take any official action on items discussed at this time, but may typically refer the matter to staff for a future report or direct that the matter be scheduled on an upcoming agenda.

- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF REGULAR AGENDA

4. APPROVAL OF CONSENT AGENDA

- A. December 5, 2017 City Council Meeting Minutes
- B. December 2017 Bill List, \$44,611.66
- C. H & R Construction, Guard Rail, \$34,305.75
- D. 2018 Tort Liability, City DOES NOT Waive Monetary Limits

E. 2018 Clerk Pay per Approved 2018 Budget

5. **STAFF AGENDA ITEMS**

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

B. City Planner, Jennifer Haskamp

i. Consideration of Resolution No. 2018-01, Variance Request for Wetland Setbacks,

ii. Consideration of Ordinance No. 2018 – 56, Lot Frontage

iii. Consideration of Resolution No. 2018-02, Summary Publication of Ordinance No. 2018-56

C. City Attorney, Dave Snyder (no action items)

6. **NEW BUSINESS**

A. Consideration of Resolution No. 2017-22, Summary Publication of Ordinance No. 2017-55

B. Consideration of Ordinance No. 2018-57, 2018 Fee Schedule

C. Consideration of Resolution No. 2018-03, Summary Publication of Ordinance No. 2018-57

D. Consideration of 2018 City Council Meeting Schedule

E. Consideration of Johnson Turner Contract, Legal Services

F. Consideration of Extended Contract, WSB Engineering

G. Consideration of Extending Contract, SHC, Planning Services

H. Consideration of 2018 Appointment List

7. **UNFINISHED BUSINESS**

8. **DISCUSSION ITEMS** (no action taken)

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

i. Ordinance Revisions

B. City Council Reports/Future Agenda Items

i. Ordinance Revision, Council Member Sederstrom

ii. Public Comment Portion of Council Meeting, Council Member Lanoux

9. **COMMUNITY CALENDAR JANUARY 3 THROUGH JANUARY 30, 2017:**

Mahtomedi Public Schools Board Meeting, Thursday, December 14th and 28th , Mahtomedi District Education Center, 7:00 p.m.

Stillwater Public Schools Board Meeting, Thursday, December 14th, Stillwater City Hall, 7:00 p.m.

City Office Closed, Christmas Day Holiday, Monday, December 25, 2017

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

10. **ADJOURNMENT**

CITY OF GRANT
MINUTES

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DATE : December 5, 2017
TIME STARTED : 7:00 p.m.
TIME ENDED : 8:05 p.m.
MEMBERS PRESENT : Councilmember Carr, Kaup, Sederstrom
Lanoux and Mayor Huber
MEMBERS ABSENT : None

Staff members present: City Attorney, Kevin Sandstrom; City Planner, Jennifer Swanson; City Engineer, Brad Reifsteck; City Treasurer, Sharon Schwarze; and Administrator/Clerk, Kim Points

CALL TO ORDER

The meeting was called to order at 7:00 p.m.

PUBLIC INPUT

(1) Mr. James Drost, 8682 Jamaca Avenue, came forward and commented on the various forms of harrassment on both men and women.

PLEDGE OF ALLEGIANCE

SETTING THE AGENDA

Council Member Carr moved to approve the agenda, as presented. Council Member Kaup seconded the motion. Motion carried with Council Member Lanoux and Sederstrom voting nay.

CONSENT AGENDA

November 6, 2017 City Council Meeting Minutes	Approved
November 2017 Bill List, \$58,061.89	Approved
Kline Bros. Excavating, Road Work, \$16,115.00	Approved
Ordinance No. 2017-53, Solar Energy Systems	Approved
City of Stillwater, 2 nd Half Fire Contract, \$56,431.00	Approved
City of Mahtomedi, 4 th Quarter Fire Contract, \$33,317.50	Approved

1 Brochman Blacktopping, Potholing, \$12,918.00

Approved

2
3 **Council Member Carr moved to approve the consent agenda, as presented. Council Member**
4 **Kaup seconded the motion. Motion carried with Council Member Lanoux and Sederstrom**
5 **voting nay.**

6
7 **STAFF AGENDA ITEMS**

8
9 **City Engineer, Brad Reifsteck**

10
11 **Consideration of Ordinance No. 2017-55, Ordinance Amending the Grant Code of Ordinance**
12 **Chapter 28 Streets, Sidewalks and Other Public Places – City Engineer Reifsteck advised the**
13 **revised ordinance amends Chpter 28 of the City’s Code due to recent legislation and results in**
14 **protecting the City’s right of ways.**

15
16 **Council Member Kaup moved to approve Ordinance No. 2017-55, as presented. Council**
17 **Member Carr seconded the motion. Motion carried unanimously.**

18
19 **City Planner, Jennifer Swanson (no action items)**

20
21 **City Attorney, Kevin Sandstrom**

22
23 **Consideration of Ordinance No. 2017-54, Repeal of Solar Use Moratorium – City Attorney**
24 **Sandstrom advised Ordinance No. 2017-54 repeals the current moratorium on solar use within the**
25 **City.**

26
27 **Council Member Lanoux moved to approve Ordinance No. 2017-54, as presented. Council**
28 **Member Carr seconded the motion. Motion carried unanimously.**

29
30 **Consideration of Resolution No. 2017-34, Summary Publication of Ordinance No. 2017-54 –**
31 **City Attorney Sandstrom advised Resolution No. 2017-34 authorizes a summary publication of**
32 **Ordinance No. 2017-54.**

33
34 **Council Member Kaup moved to adopt Resolution No. 2017-34, as presented. Council Member**
35 **Carr seconded the motion. Motion failed with Council Member Lanoux and Sederstrom voting**
36 **nay.**

37
38 **NEW BUSINESS**

39
40 **Consideration of Resolution No. 2017-23, Summary Publication of Ordinance No. 2017-53 –**
41 **Staff advised Resolution No. 2017-23 authorizes a summary publication of Ordinance No. 2017-53.**

42
43 **Council Member Carr moved to adopt Resolution No. 2017-23, as presented. Council Member**
44 **Kaup seconded the motion. Motion failed with Council Member Lanoux and Sederstrom**
45 **voting nay.**

1
2 **Consideration of Resolution No. 2017-24, 2018 Final Budget** – City Treasurer Schwarze advised
3 the truth in taxation hearing was held at 6:00 p.m. prior to the regular Council meeting. The final
4 budget before the Council for consideration did not change from the approved preliminary budget.
5

6 **Council Member Carr moved to adopt Resolution No. 2017-24, as presented. Council Member**
7 **Kaup seconded the motion. Motion carried unanimously.**
8

9 **Consideration of Resolution No. 2017-25, 2018 Final Levy Certification** – City Treasurer
10 Schwarze advised the final levy before the Council is based on the 2018 final budget.
11

12 **Council Member Carr moved to adopt Resolution No. 2017-25, as presented. Council Member**
13 **Kaup seconded the motion. Motion carried unanimously.**
14

15 **Consideration of Resolution No. 2017-26, Designation of 2018 Election Polling Location** –Staff
16 advised due to legislative requirements the City must formally designate the 2018 election polling
17 location.
18

19 **Council Member Carr moved to adopt Resolution No. 2017-26, as presented. Council Member**
20 **Kaup seconded the motion. Motion carried unanimously.**
21

22 **Consideration of Resolution No. 2017-27, Mogrow Inc. 2018 Liquor License** – Council Member
23 Carr moved to adopt Resolution No. 2017-27, as presented. Council Member Kaup seconded
24 the motion. Motion carried unanimously.
25

26 **Consideration of Resolution No. 2017-28, Schone's 2018 Liquor License** – Council Member
27 Kaup moved to adopt Resolution No. 2017-28, as presented. Council Member Carr seconded
28 the motion. Motion carried unanimously.
29

30 **Consideration of Resolution No. 2017-29, Applewood Hills 2018 Liquor License** – Council
31 Member Kaup moved to adopt Resolution No. 2017-29, as presented. Council Member Carr
32 seconded the motion. Motion carried unanimously.
33

34 **Consideration of Resolution No. 2017-30, Nicholson-Stillwater Oaks 2018 Liquor License** –
35 Council Member Kaup moved to adopt Resolution No. 2017-30, as presented. Council Member
36 Carr seconded the motion. Motion carried unanimously.
37

38 **Consideration of Resolution No. 2017-31, Loggers Trail 2018 Liquor License** – Council Member
39 Carr moved to adopt Resolution No. 2017-31, as presented. Council Member Kaup seconded
40 the motion. Motion carried unanimously.
41

42 **Consideration of Resolution No. 2017-32, Cozzies Tavern 2018 Liquor License** – Council
43 Member Lanoux moved to adopt Resolution No. 2017-32, as presented. Council Member
44 Sederstrom seconded the motion. Motion carried unanimously.
45

1 **Consideration of Resolution No. 2017-33, Dellwood Barn Weddings 2018 Liquor License –**
2 **Council Member Carr moved to adopt Resolution No. 2017-33, as presented. Council Member**
3 **Kaup seconded the motion. Motion carried unanimously.**

4
5 **Consideration of Legal Services RFP –** Staff advised that per the City Council the City advertised
6 for Request for Proposals for City legal services. Interviews were held earlier in the day.

7
8 **Council Member Kaup moved to appoint Johson Turner Law Firm for City Legal Services**
9 **effective January 2018. Council Member Lanoux seconded the motion. Motion carried**
10 **unanimously.**

11
12 **UNFINISHED BUSINESS**

13
14 There was no unfinished business.

15
16 **DISCUSSION ITEMS**

17
18 **Staff Updates (updates from Staff, no action taken)**

19
20 **Grading Permit Restoration Update, Kevin Sandstrom –** City Attorney Sandstrom advised the
21 property owner is in the process of restoring the site with materials that are on site.

22
23 **MS4 Complaint –** Staff advised the complaint filed to the City has been fully investigated and there
24 are no violations.

25
26 **City Council Reports/Future Agenda Items (no action taken):**

27
28 **Wright Tree Service –** Council directed staff to contact the tree service and request information
29 regarding scrub trees within the City of Grant and approach the County on the process for installing a
30 street light on a County Road.

31
32 **League of Minnesota Cities New Policy for City of Grant Elected Officials, Mayor Huber –** This
33 item was not put on a future agenda.

34
35 **Staff Transparency, Council Member Lanoux –** This item was not put on a future agenda.

36
37 **Well Safety Protection of Ground Water, Council Member Lanoux –** This item was not put on a
38 future agenda.

39
40 **Legislative Update, Council Member Lanoux –** This item was not put on a future agenda.

41
42 **COMMUNITY CALENDAR DECEMBER 6 THROUGH DECEMBER 31, 2017:**

43
44 **Mahtomedi Public Schools Board Meeting, Thursday, December 14th and 28th , Mahtomedi**
45 **District Education Center, 7:00 p.m.**

1 **Stillwater Public Schools Board Meeting, Thursday, December 14th, Stillwater City Hall, 7:00**
2 **p.m.**

3 **City Office Closed, Christmas Day Holiday, Monday, December 25, 2017**

4 **Washington County Commissioners Meeting, Tuesdays, Government Center, 9:00 a.m.**
5

6 **ADJOURN**

7
8 **Council Member Kaup moved to adjourn at 8:05 p.m. Council Member Carr seconded the**
9 **motion. Motion carried unanimously.**

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These minutes were considered and approved at the regular Council Meeting January 2, 2018.

Kim Points, Administrator/Clerk

Jeff Huber, Mayor

City of Grant

Disbursements Register

12/26/2017

Fund Name: 100 - General Fund

Date Range: 12/01/2017 To 12/26/2017

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
12/22/2017	Payroll Period Ending 12/31/2017	13615		N	Clerk Salary	100-41101-100-	\$ 3,545.23
	Total For Check	13615					\$ 3,545.23
12/22/2017	Kline Bros Excavating	13616	Road Maintenance	N	Gravel Road Costs	100-43106-301-	\$ 5,260.00
		13616			Ditch Repair	100-43133-220-	\$ 1,645.00
	Total For Check	13616					\$ 6,905.00
12/22/2017	Xcel Energy	13617	Utilities	N	Town Hall Electricity	100-43004-381-	\$ 103.60
		13617			Well House Electricity	100-43010-381-	\$ 11.13
		13617			Street Lights	100-43117-381-	\$ 47.95
	Total For Check	13617					\$ 162.68
12/22/2017	Lisa Senopole	13618	Video Tech	N	Cable Costs	100-41212-301-	\$ 44.00
	Total For Check	13618					\$ 44.00
12/22/2017	Croix Valley Inspector	13619	Building Inspector	N	Building Inspection	100-42004-300-	\$ 1,106.75
	Total For Check	13619					\$ 1,106.75
12/22/2017	Press Publications	13620	Ordinance Publishing/Public Hearing	N	Publishing Costs	100-41308-351-	\$ 25.57
		13620					\$ 424.54
	Total For Check	13620					\$ 450.11
12/22/2017	Todd Smith	13621	Monthly Assessment Services - December	N	Property Assessor	100-41208-300-	\$ 1,991.92
	Total For Check	13621					\$ 1,991.92
12/22/2017	Lyle Signs, Inc.	13622	Road Signs	N	Road Sign Replacement	100-43110-330-	\$ 8.25
	Total For Check	13622					\$ 8.25
12/22/2017	Andrew Hartsock	13623	Video Tech	N	Cable Costs	100-41212-301-	\$ 44.00
	Total For Check	13623					\$ 44.00
12/22/2017	H & R Construction	13624	Guard Rails	N	Special Road Projects	100-43128-301-	\$ 34,305.75
	Total For Check	13624					\$ 34,305.75
12/22/2017	AirFresh Industries	13625	PortaPot #28734	N	Town Hall Porta Pot	100-43007-210-	\$ 125.00
	Total For Check	13625					\$ 125.00

Fund Name: 100 - General Fund

Date Range: 12/01/2017 To 12/26/2017

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
12/22/2017	CenturyLink	13626	City Phone	N	City Office Telephone	100-41309-321-	\$ 131.86
		Total For Check					\$ 131.86
12/22/2017	Sherrill Reid Animal Control	13627	Animal Control/Inv2017-49	N	Animal Control	100-42006-300-	\$ 90.00
		Total For Check					\$ 90.00
12/22/2017	OPG3	13628	2018 Annual Server	N	Office Equipment	100-41314-301-	\$ 600.00
		Total For Check					\$ 600.00
12/22/2017	Miller Excavating	13629	Gravel	N	Gravel Road Costs	100-43106-300-	\$ 985.27
		Total For Check					\$ 985.27
12/22/2017	Waste Management	13630	Recycling	N	Recycling	100-43011-384-	\$ 4,585.56
		Total For Check					\$ 4,585.56
12/22/2017	KEJ Enterprises	13631	November 2017 Road Contractor	N	Animal Control	100-42006-300-	\$ 83.00
		13631	Town Hall Mowing			100-43006-300-	\$ 125.00
		13631	Ball Field Maintenance			100-43009-300-	\$ 125.00
		13631	Road Engineering Fees			100-43102-300-	\$ 166.14
		13631	Road Garbage Removal			100-43105-300-	\$ 167.00
		13631	Gravel Road Costs			100-43106-300-	\$ 20.84
		13631	Magnesium Chloride			100-43107-300-	\$ 41.67
		13631	Road Sign Replacement			100-43110-300-	\$ 83.84
		13631	Culvert Repair			100-43111-300-	\$ 20.84
		13631	Snow & Ice Removal			100-43113-300-	\$ 5,416.67
		13631	Road Brushing			100-43114-300-	\$ 2,250.00
		13631	Road Side Mowing			100-43115-300-	\$ 500.00
		Total For Check					\$ 9,000.00
12/22/2017	Wells Fargo Business Card	13632	Postage Public Hearing Notices	N	Miscellaneous Expenses	100-41306-350-	\$ 70.38
		Total For Check					\$ 70.38
12/22/2017	Eckberg Lammers	13633	Legal Services	N	Legal Fees - General	100-41204-301-	\$ 3,165.75
		13633	Legal Fees - Complaints			100-41205-301-	\$ 1,017.50
		13633	Legal Fees - Prosecutions			100-41206-301-	\$ 1,685.30
		Total For Check					\$ 5,868.55
12/22/2017	WSB & Associates	13634	Engineering	N	Engineering Fees - General	100-41203-300-	\$ 2,658.00
		13634	Seal Coating/Crack Filling			100-43112-300-	\$ 1,354.00
		13634	Special Road Projects			100-43128-300-	\$ 715.00
		13634	Utility/ROW Permits			100-43132-300-	\$ 175.50

Fund Name: 100 - General Fund
 Date Range: 12/01/2017 To 12/26/2017

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
		Total For Check					4,902.50
12/22/2017	PERA	13635	PERA	N	Clerk PERA	100-41102-120-	\$ 365.79
		13635			Clerk PERA Withholding	100-41108-100-	\$ 317.02
		Total For Check					682.81
12/22/2017	IRS	EFT97	Payroll Taxes	N	Clerk FICA/Medicare	100-41103-100-	\$ 373.11
		EFT97			Clerk Medicare	100-41105-100-	\$ 70.72
		EFT97			Federal Withholding	100-41107-100-	\$ 447.58
		EFT97			Social Security Expens	100-41109-100-	\$ 302.39
		Total For Check					1,193.80
12/26/2017	Sprint	13636	City Cell Phone	N	Road Expenses - Other	100-43116-321-	\$ 30.99
		Total For Check					30.99
12/26/2017	SHC, LLC	13637	Planning	N	City Planner	100-41209-301-	\$ 1,265.50
		13637			Comprehensive Plan	100-43173-301-	\$ 821.50
		Total For Check					2,087.00
		Total For Selected Checks					78,917.41

H & R Const. Co.

P.O. Box 756
 Dalton, MN 56324
 218-589-8707 fax 218-589-8708

Invoice No. **"REVISED"**
 16573

INVOICE

Customer

Name CITY OF GRANT
 Address _____
 City _____ State _____ ZIP _____

Invoice Date 10/30/17
 S.P./ Work Order /P.O # _____
 Work Completion Date w/e 10/28/17
 H&R Job # 707

Item #	Description	Qty		Unit Price	TOTAL
<	RE: GUARDRAIL - CITY OF GRANT				
	MOBILIZATION	1.00	EA	\$3,900.00	\$3,900.00
	TRAFFIC BARRIER DESIGN 8331	1,057.00	LF	\$9.75	\$10,305.75
	ANCHORAGE ASSEMBLY - CABLE	12.00	EA	\$1,675.00	\$20,100.00

SubTotal	\$34,305.75
TOTAL	\$34,305.75

Payment Details

Net Ten (10) Days
 1 1/2% service charge after 30 days
 Due upon receipt

Office Use Only

Please pay promptly. Thank You.

Please pay off this invoice. No statement will be sent.



LIABILITY COVERAGE – WAIVER FORM

LMCIT members purchasing coverage must complete and return this form to LMCIT before the effective date of the coverage. Please return the completed form to your underwriter or email to pstech@lmc.org

This decision must be made by the member's governing body every year. You may also wish to discuss these issues with your attorney.

League of Minnesota Cities Insurance Trust (LMCIT) members that obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- o *If the member does not waive the statutory tort limits*, an individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits apply regardless of whether the city purchases the optional excess liability coverage.
- o *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could potentially recover up to \$2,000,000 for a single occurrence. (Under this option, the tort cap liability limits are waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2 million.) The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- o *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

Grant

LMCIT Member Name

Check one:

The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04.

The member **WAIVES** the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04 to the extent of the limits of the liability coverage obtained from LMCIT.

Date of city council/governing body meeting 1/2/18

Signature _____

Position _____



Application Date:	11/16/17
Fee: \$400	Escrow: \$3,000

Pd Check # 2790

VARIANCE REQUEST

In certain cases a variance from the strict enforcement and adherence to the zoning ordinance may not be possible due to practical difficulties associated with a property. A practical difficulty means that the proposed use of the property and associated structures in question cannot be established under the conditions allowed by the zoning ordinance and that no other reasonable alternate use exists. The following application is provided for such circumstances and will be determined by the Board of Adjustment for the City of Grant.

PARCEL IDENTIFICATION NO (PIN): 23.030.21.13.0007 LEGAL DESCRIPTION: SEE ATTACHED		ZONING DISTRICT & COMP PLAN LAND USE: R1 LOT SIZE: 1.25
PROJECT ADDRESS: SAME	OWNER: Name: RONALD T. GILLASPY Address: 8635 KIMBRO LANE City, State: GRANT Phone: 651-439-9224 Email: GILLASPY@GEMCAST.NET	APPLICANT (IF DIFFERENT THAN OWNER):
BRIEF DESCRIPTION OF REQUEST: VARIANCE FOR WETLAND 75' SETBACK		
EXISTING SITE CONDITIONS: RESIDENTIAL, WOODED ALSO OWN PARCEL 23.030.21.13.0008		
APPLICABLE ZONING CODE SECTION(S): <i>Please review the referenced code section for a detailed description of required submittal documents, and subsequent process.</i> 1. Chapter 32, Sec. 32-60. Variances.		

Submittal Materials

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

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

AP	CS	MATERIALS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Site Plan: All full scale plans shall be at a scale not smaller than 1" = 100' and include a north arrow <ul style="list-style-type: none"> ▪ Property dimensions ▪ Area in acres and square feet ▪ Setbacks ▪ Location of existing and proposed buildings (including footprint, and dimensions to lot lines) ▪ Location of current and proposed curb cuts, driveways and access roads ▪ Sanitary sewer (septic) and water utility plans ▪ Location of well and septic systems on adjacent properties ▪ Location of wetlands and other natural features ▪ Existing and proposed parking (if applicable) ▪ Off-street loading areas (if applicable) ▪ Existing and proposed sidewalks and trails COPIES: 1 plan at 22"x34", 12 plans at 11"x17" (half scale)

Application for: **VARIANCE**
City of Grant


<input type="checkbox"/>	<input type="checkbox"/>	<p><u>Architectural/Building Plan (if Applicable):</u> All full scale plans shall be at a scale not smaller than 1" = 100' and include a north arrow</p> <ul style="list-style-type: none"> ▪ Location of proposed buildings and their size including dimensions and total square footage ▪ Proposed floor plans ▪ Proposed elevations ▪ Description of building use <p>COPIES: 1 plan set 22"x34", 12 plan sets 11"x17" (half scale)</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p><u>Written Narrative:</u> Describe your request and the practical difficulties that are present on the site and why a Variance is sought.</p> <p>COPIES: 15</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Statement acknowledging that you have contacted other governmental agencies such as Watershed Districts, County departments, State agencies, or others that may have jurisdiction over your project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mailing labels with names and address of property owners within ¼ mile (1,320 feet). Contact Washington County to obtain list/labels.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Paid Application Fee: \$400
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escrow Paid: \$3,000

MATERIALS THAT MAY BE REQUIRED UPON THE REQUEST OF THE CITY PLANNER

<input type="checkbox"/>	<input type="checkbox"/>	<p><u>Survey of the property:</u> An official survey, by a licensed surveyor, must be submitted with the application. The survey shall be scalable and in an 11" x 17" format.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p><u>Wetland Delineation:</u> A wetland delineation may be necessary depending on the reason for the variance, and stated site constraints.</p>
<input type="checkbox"/>	<input type="checkbox"/>	Electronic copy of all submittal documents

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

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


11/16/17
 Signature of Applicant Date

Signature of Owner (if different than applicant)

Date

November 16, 2017

To: Kim Points, Grant City Administrator/Clerk

From: Ronald T. Gillaspay

Subject: Written Narrative For Variance Request For
Proposed Septic System at 8635 Kimbro Ln N.

The existing septic system at 8635 Kimbro Ln N, Grant, has failed with a broken lid. This existing system is now about 55 years old and needs to be replaced as soon as possible.

The proposed system requires a variance for setback from a pond. The proposed system, located in the only appropriate area on the property the designer could find, is 50' from the pond, short of the required 75' setback.

I have also communicated with Karen Kill of Brown's Creek Watershed District and sent her the site plan for the proposed system.

Parcel Number:	23.030.21.13.0007
Property Address:	8635 KIMBRO LN N GRANT, MN 55082-0000
Class:	RESIDENTIAL
Legal Description:	SUBDIVISIONNAME GLEN OAK TERRACE LOT 3 BLOCK 1 SUBDIVISIONCD 83275

Ed Eklin Septic System Design

2303 County Road F East • White Bear Lake, MN 55110

651-485-2300

zeklins@gmail.com

October 20, 2017

Tom Gillaspy
8635 Kimbro Lane N
Stillwater, MN 55082

Dear Tom:

At your request, a site evaluation was performed at the property located at 8635 Kimbro Lane N, Stillwater, MN., for a subsurface sewage treatment system.

The existing septic tank has collapsed and is an immanent health threat.

Because I propose that the sewage treatment system and septic tanks be placed no closer than 50 feet from a wetland, you will need to ask for a variance from the City of Grant. The setback from a wetland is 75 feet, which I could not accomplish. Since time is limited for installation because of winter, I suggest starting the variance process as soon as possible. You should speak to your city hall about this.

Many trees will need to be removed, leaving the stumps. The installer can decide which trees should be removed.

Installer; access may be difficult and a temporary driveway may need to be constructed.

I have designed a Type 1 sewage treatment system.

I am recommending a pressurized mound system.

For a 3-bedroom home, I recommend that the mound rock bed be 10 feet wide and 45 feet long, which is 450 square feet. There must be at least 12 inches of clean sand below the upslope edge of the rock bed.

I forbid the use of anything other than rock for the distribution media.

The following materials will be needed for construction of the mound system:

The installer should calculate the sand, sandy berm material and top soil needed. A materials worksheet is included.

- Approximately 20 yards of drain field rock.
- Two-1,000 gallon Septic Tanks.
- An effluent filter with alarm. I recommend a high capacity filter such as a Polylok 525.
- A 1,000-gallon lift tank.
- A pump that will handle at least 34 gallons per minute with 18 feet of head.
- An alarm for the pump.
- There are to be three, 1.5 inch laterals, spaced 36 inches apart, with 1/4 inch perforations spaced 36 inches apart. The manifold can be at the end of the laterals.

A vegetative cover must be established over the treatment system as soon as possible and the area must be protected from erosion if needed, until the vegetation is established.

Pressurized laterals must have clean outs installed at the ends.

In winter, it is best to leave the snow on the treatment system and over the septic tanks uncompacted for better insulation to prevent freezing.

Footing or roof drains, chemically-treated hot tubs, pool water, paint, and other products containing hazardous chemicals must not discharge into the sewage treatment system.

Low-flow shower heads and toilets can cut down on water usage. Leaky faucets and toilets can add too much water to the treatment system and should be fixed promptly.

It is the homeowner's responsibility to get the septic tanks pumped in accordance with your local government's ordinances. A licensed maintainer (pumper) will be required to do this. Washington County requires pumping no less than once every 3 years.

This design must be reviewed by Washington County Public Health and a permit must be obtained before the installation of any part the subsurface sewage treatment system.

If you have any questions or concerns, please feel free to call me. I would be glad to help.

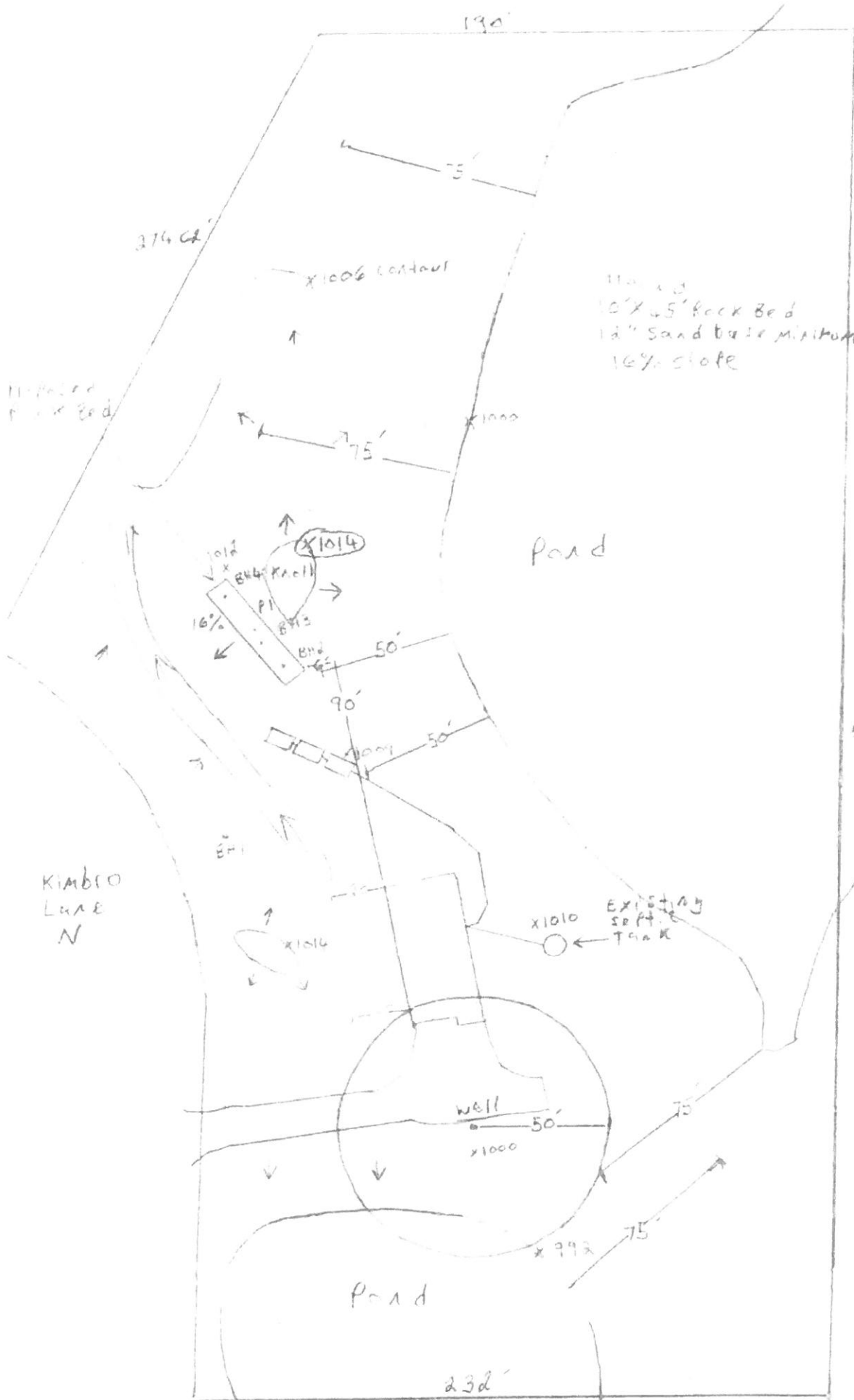
Sincerely,



Ed Ekin

Tom Gillispy
8635 Kimbro Lane
Columbus, MN
Vot A Survey
1" = 50' ±

↑
North





THIS DRAWING IS THE RI
LAND RECORDS AS THEY
WASHINGTON COUNTY IS

PROPERTY IDENTIFICATION NUMBER: 19000016

SECT



COUNTY
VICINITY MAP



SECTION TOWN

190002: 14

220002: 20

270002: 26



NOI

SCALE: 1" = 100'

LEGEND

- DNR PROTECTED WATERS
- DNR PROTECTED WETLAND

1:8R LEGEND
FOOT INTERNAL CONTOUR
FOOT INTERNAL CONTOUR

Minnesota Department of Natural Resources (DNR)
creation of warranties, express or implied, with respect

Gillaspy Septic Variance



December 11, 2017



STAFF REPORT

TO: Mayor and City Council
Kim Points, City Administrator/Clerk

Date: December 26, 2017

From: Jennifer Haskamp

RE: Variance from wetland setbacks to install a replacement septic system at 8635 Kimbro Lane North

Background

The Applicant and Owner (“Applicant”), Ronald Gillaspay, has requested a variance from wetland setbacks for installation of a new mound septic system on the property located at 8635 Kimbro Lane North. The existing septic system which serves the property has failed, and therefore the system must be replaced to safely serve the home. The Applicant has been working with a septic designer that identified the only suitable location on the lot given lot dimensions and presence of wetlands. The septic designer informed the Applicant that a variance from wetland setback would be needed from the City and that such application should be made as soon as possible given the failing system and season (winter).

Public Hearing and Planning Commission Recommendation

A duly noticed public hearing was held at the regular Planning Commission meeting on December 19, 2017 at 6:30 PM. Individual property owners within ¼-mile of the subject application were sent a letter informing them of the public hearing and a notice was placed in the official newspaper. There were no members of the public in attendance, and no written or verbal testimony was given on the subject application. After a brief presentation by staff, and discussion by the Planning Commission, the Planning Commission unanimously recommended approval of the requested variance with draft conditions to the City Council for consideration at the January meeting.

The following staff report is generally as presented to the Planning Commission in December. The draft conditions as recommended by the Planning Commission are included within the draft resolution attached to this staff report.

Project Summary

<p>Applicant & Owner: Ronald T. Gillaspay</p>	<p>Site Size: 1.25 Acres, and vacant lot – 1.79 Acres (3.04 Acres Total) Location: 8635 Kimbro Lane North (also own, and part of application, 2303021130008) Existing Home: Constructed in 1963 Zoning & Land Use: R-1</p>
-------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



Request: Variance from wetland setbacks and grading buffer to install a replacement subsurface sewage treatment system (ISTS) at the existing home

As referenced above, the Applicants have requested the following variance:

- Request for variance from wetland setback requirements to allow for installation of a replacement septic system on the subject property.

The Applicants have stated that the existing sewage treatment system that served the home is failing (failed) and must be replaced which is supported by the Septic Designer's memo contained within the Applicant's submittal. According to the Applicant's narrative the only location on site that the septic designer could find that would adequately support a replacement system is the proposed location which encroaches into both the sewage treatment setback from a wetland and the no-build wetland buffer.

Review Criteria

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

Existing Site Conditions

The subject property is located in the Glen Oak Terrace subdivision which was platted in the early 1960s. All of the lots within the subdivision range in size between approximately 1.0 and 3.0 acres, and are all oriented around a loop road (Kimbrow Lane). The subject parcel(s) are oriented to the northeast of the northerly curve of Kimbro Lane with primary frontage along the southerly boundary of the subject parcel(s). Per GIS records, the existing homestead is setback approximately 70' from Kimbro Lane, and 17.5' from the northerly property line. The lot containing the home is heavily vegetated and includes wetland and ponding areas south of the existing home and northeast of the home according to GIS records. The vacant lot north of the subject lot is currently vacant with no structures. The lot includes a large wetland complex covering the entire southeastern corner of the property and is heavily vegetated along the western edge of the property.

Variance Requests - Zoning Standards



The wetland setbacks are established in Chapter 12 of the City’s Code, which breaks down the applicable standards for wetland by type, unclassified and classified water bodies. The following description of the variance and standard is identified in the following table (See Attachment B for Certificate of Survey):

Standard	Required	Proposed	Variance	Description
Wetland	75'	50' +/-	25' +/-	There is a large wetland and ponding area that is on both the subject lot and the adjacent vacant parcel where the proposed new septic system will be located. Given the extents of the wetland and ponding area, the only available location for a new septic system will encroach in the required wetland setback.
Wetland Buffer	50'	45' +/-	5-10' +/-	The no-grade/no-touch buffer is measured from the wetland edge. While the proposed system will be setback the full 50' from the estimated wetland edge, staff believes that the slope of the mound may encroach into the buffer, and some encroachment may also occur during construction. Staff provided an estimate of anticipated encroachment assuming normal construction activities.

Lot Size/Constraints

The Applicants’ lot was created in the 1960s and the existing home was constructed in 1963. At the time, the lot and home complied with the adopted lot standards. Since the 1970s lot size and area standards have changed and as a result the lot is now considered a legal non-conforming lot with respect to size, area and dimensions. Given that the existing lot area and dimensions are significantly smaller than those that regulate lots today, it would be impossible to site a replacement septic system on the property and meet all the current setback requirements even when considering the lot in conjunction with the adjacent parcel (Parcels considered collectively are 3.04 Acres). The lot is naturally constrained not only by natural features on the property (wetlands and hydric soils) but also by the non-conforming nature of the lot area and dimensions. Staff believes the proposed location of the replacement system is reasonable and is properly located based upon topography and other natural site limiting factors, and that the variance requested has been minimized to the extent possible. Additionally, the Applicant must remedy the situation to comply with new standards for septic systems as identified by Washington County.

The Applicant did not provide correspondence from Washington County’s Environmental Services staff; however, the Applicant’s septic designer did identify why the proposed location is the only available area on the site to construct the new system. Staff will contact Washington County for their review/comment prior to the Planning Commission meeting, and if available will provide a verbal update to the planning commission at the meeting.



Engineering Standards

The Applicant has provided a copy of the soil borings and testing completed for design and installation of the new system. A copy of this information is available at the City Offices for review and consideration. The Applicant will submit this information to Washington County for review and approval since they are the permitting authority for the City for new septic systems.

Other Agency Review

The site is located in the Browns Creek Watershed District, and the Applicant indicated in their narrative that they have contacted them for their comment and review. It is the Applicant's responsibility to obtain any required BCWD permits prior to construction and installation of the new system. As referenced previously, the Applicants must obtain a permit from the Washington County Department of Public Health and Environment prior to installation of the system, as they are the permitting authority for new and replacement septic systems in the City.

Action requested:

As recommended by the Planning Commission, staff has prepared the attached draft resolution of approval with conditions of the requested variance for your review and consideration.

Attachments

Attachment A: Application, Applicant's Narrative dated 11/16/2017

Attachment B: Septic Designer's Letter and Site Plan dated October 20, 2017

Attachment C: Aerial of both lots, Washington County GIS data

Attachment D: Draft Resolution 2018-01

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2018-01**

**RESOLUTION APPROVING A VARIANCE FROM WETLAND SETBACKS FOR
INSTALLATION OF A REPLACEMENT SUBSURFACE SEWAGE SYSTEM
LOCATED AT 8635 KIMBRO LANE NORTH, GRANT, MN**

WHEREAS, Ronald T. Gillaspay (“Applicant”) has submitted an application for a variance from wetland setback to install a replacement individual subsurface sewage system located at 8635 Kimbro Lane North, in the City of Grant, Minnesota, which is legally defined on Attachment A; and

WHEREAS, the home was constructed in 1963 and a subsurface sewage system was installed when the home was constructed, and such system complied with the adopted standards in effect; and

WHEREAS, the Applicant is aware that the existing system is failing and no longer complies with current rules and regulations for installation of individual sewage treatment systems; and

WHEREAS, the Applicant contacted Washington County because they are the permitting authority for septic systems in the City of Grant; and

WHEREAS, the Applicant must remedy the failing septic system and install a new system which complies with the rules and regulations of Washington County; and

WHEREAS, a septic permit for the replacement system cannot be obtained from Washington County without the stated variance from the City’s ordinances being granted; and

WHEREAS, the Planning Commission has considered the Applicant’s request at a duly noticed Public Hearing which took place on December 19, 2017 and subsequently recommended that the City Council approve the variance with conditions.

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 Ronald T. Gillaspay, based upon the following findings pursuant to Section

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 _____, 2017 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 _____, 2017.

Kim Points
City Clerk
City of Grant

DRAFT

ATTACHMENT A

Insert Legal Description of both lots prior to recording

DRAFT



MEMORANDUM

To: Mayor and City Council	Date: December 26, 2017
CC: Kim Points, City Administrator/Clerk	RE: Amend Chapter 32, Section 32-246 (b)
From: Jennifer Haskamp, City Planner	

Background and Introduction

At the regular November City Council meeting, the City Council considered an application for a variance from frontage for an Existing Lot of Record. Through the course of the discussion, the Council determined that the codified ordinance language was not clear, and did not reflect the intent of the originally adopted ordinance language contained within Ordinance 50. Based on the discussion, the City Council directed the Staff to develop a draft revision of the ordinance, and to introduce and review the proposed language at a Planning Commission meeting where a duly noticed public hearing would be held. Staff understood the City Council's direction regarding draft amended language to include revisions to Section 32-246 (b) of the following:

- **Frontage** – The City Council generally agreed that the intent of subsection (b) was to include an exception for lot frontage provided that the existing lot of record in question could meet the other lot dimensional requirements of section 32-246 (i.e. is a minimum of 2.5 acres, has adequate area for a septic system, setbacks, etc.) as previously stated in Ordinance 50. Since the codified language is silent on frontage, the City Council directed staff to draft an amendment to the code language to include an exception for frontage.
- **Clean up references to subsections** – The codified language has errors in subsection b(2) and did not correctly codify the ordinance; this should be corrected.

Planning Commission & Public Hearing

The Planning Commission considered the draft ordinance reflecting the above stated amendments, and held a duly noticed public hearing on December 19, 2017 at 6:30 PM. There were no members of the public in attendance at the meeting, and no written testimony was received. After a brief presentation by staff, and discussion by the Planning Commission they unanimously recommended approval of the draft ordinance as amended to include a reference to lot depth.



Action Requested: Staff has prepared the attached Draft Ordinance 2017-56 which amends Chapter 32 for your review and consideration. Resolution 2018-02 provides approval of a summary publication of Ordinance 2017-56.

CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA
ORDINANCE 2017-56

An Ordinance Amending the Grant Code of Ordinances
Amending Section 32-246 (b) Additions and exception to the minimum area,
height and other requirements

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

SECTION 1. AMENDMENT OF CHAPTER 32, ZONING, OF THE CITY'S CODE OF ORDINANCES.

That City Code Chapter 32, Article I, Section 32-246 (b) "Additions and exception to the minimum area, height and other requirements", is hereby AMENDED to ADD the following identified as underlined, and AMENDED to DELETE as ~~strikethrough~~ :

(b) Additions and exception to the minimum area, height and other requirements.

- (1) *Existing Lot defined.* For the purpose of this article, the term "existing lot" means a lot or parcel of land which was of record as a separate lot or parcel in the ~~o~~Office of the ~~e~~County ~~r~~Recorder or ~~r~~Registrar of ~~t~~Titles on or before the date of adoption of the ordinance from which this chapter is derived.
- (2) *~~Setback~~Existing Lot of Record exemptions.* Any such lot or parcel created in accordance with the city subdivision regulations in effect at the time that such Lot was created, and that is at least 2.5 acres in size, shall be exempt from the requirements of ~~section 32-248(d)~~subsection (3), pertaining to areasetbacks, lot width, lot depth and lot frontage and shall be considered buildable if the lot or ~~o~~parcel can comply within the remaining requirements of this section and meet the minimum setback requirements as stated within Section 32-246 (a).
- (3) *Undersized lots.* If in a group of two or more contiguous lots or parcels of land owned or controlled by the same person, any individual lot or parcel does not meet the full width, depth, frontage or area requirements of this article, such individual lot or parcel cannot be

considered as a separate parcel of land for purposes of sale or development, but must be combined with adjacent lots or parcels under the same ownership so that the combination of lots or parcels will equal one or more parcels of land each meeting the full lot width and area requirements of this article.

(4) – (9) No Changes proposed.

SECTION 2. SEVERABILITY.

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

SECTION 3. EFFECTIVE DATE.

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

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

Voting AYE:

Voting NAY:

Whereupon said Ordinance was declared passed adopted this ___ day of _____, 2018.

Jeff Huber, Mayor

Attest: Kim Points, City Clerk

**CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA**

RESOLUTION NO. 2018-02

**A RESOLUTION OF THE CITY OF GRANT, WASHINGTON COUNTY,
MINNESOTA, PROVIDING FOR THE SUMMARY PUBLICATION OF
ORDINANCE NO. 2017-56**

WHEREAS, On January 2, 2018 at the regular Grant City Council meeting, by majority vote, the City Council adopted Ordinance No. 2017-56 amending Chapter 32-246 (b) Additions and exception to the minimum area, height, and other requirements; and

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

WHEREAS, the City Council for the City of Grant has determined that publication of the title and a summary of Ordinance No. 2017-56 would clearly inform the public of the intent and effect of the Ordinance; and

WHEREAS, the City Council for the City of Grant has reviewed the summary of Ordinance No. 2017-56 attached and incorporated herein as **Exhibit A**; and

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

1. Approves the text of the summary of Ordinance No. 2017-56 attached as **Exhibit A**.
2. Directs the City Clerk to post a copy of the entire text of Ordinance No. 2017-56 in all public locations designated by the City Council.
3. Directs the City Clerk to publish the summary in the City's legal newspaper within ten days.
4. Directs the City Clerk to file the executed Ordinance upon the books and records of the City along with proof of publication.

Dated this 2nd day of January 2018.

Jeff Huber, Mayor

ATTEST:

Kim Points, City Clerk

EXHIBIT A

Ordinance Summary

Ordinance No. 2017-56

AN ORDINANCE AMENDING CHAPTER 32 ZONING SECTION 32-246 (b) Additions and exception to the minimum area, height and other requirements, FOR THE CITY OF GRANT, MINNESOTA

On January 2, 2018 the City of Grant adopted an ordinance to amend Section 32-246 (b) to clarify frontage and dimensional exceptions to Existing Lots of Record in the City of Grant, Minnesota.

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

**CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA**

RESOLUTION NO. 2017-22

**A RESOLUTION OF THE CITY OF GRANT, WASHINGTON COUNTY,
MINNESOTA, PROVIDING FOR THE SUMMARY PUBLICATION OF
ORDINANCE NO. 2017-55**

WHEREAS, On December 7, 2017 at the regular Grant City Council meeting, by majority vote, the City Council adopted Ordinance No. 2017-55 amending Chapter 28 Streets Sidewalks and other Public Places; and

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

WHEREAS, the City Council for the City of Grant has determined that publication of the title and a summary of Ordinance No. 2017-55 would clearly inform the public of the intent and effect of the Ordinance; and

WHEREAS, the City Council for the City of Grant has reviewed the summary of Ordinance No. 2017-55 attached and incorporated herein as **Exhibit A**; and

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

1. Approves the text of the summary of Ordinance No. 2017-55 attached as **Exhibit A**.
2. Directs the City Clerk to post a copy of the entire text of Ordinance No. 2017-55 in all public locations designated by the City Council.
3. Directs the City Clerk to publish the summary in the City's legal newspaper within ten days.
4. Directs the City Clerk to file the executed Ordinance upon the books and records of the City along with proof of publication.

Dated this 2nd day of January 2018.

Jeff Huber, Mayor

ATTEST:

Kim Points, City Clerk

EXHIBIT A

Ordinance Summary

Ordinance No. 2017-55

AN ORDINANCE AMENDING CHAPTER 28, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES FOR THE CITY OF GRANT, MINNESOTA

On December 7, 2017 the City of Grant adopted an ordinance to amend Chapter 28 to elect to manage rights-of-way within its jurisdiction within the City of Grant, Minnesota, Pursuant to Minnesota Statutes, Sections 237.163 subdivision 2(b).

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

AGENDA ITEM 6B

STAFF ORIGINATOR	Kim Points
MEETING DATE	January 2, 2018
TOPIC	2018 Fee Schedule

BACKGROUND

The City's fee schedule is adopted annually by ordinance and requires publication. No major fee changes to the City applications or escrows are being recommended at this time.

Staff is recommending a language change to the grading permit escrow to state that the escrow is required. The escrow will be in place to cover any inspection costs and/or enforcement issues. The amount of the required escrow will be determined by the City Engineer per the actual grading project.

OPTIONS

1. Approve the 2018 Fee Schedule as presented
2. Approve the 2018 Fee Schedule with revisions



Ordinance No. 2018-57 2018 FEE SCHEDULE FEES, CHARGES, AND ESCROW

CITY OF GRANT

Mailing Address: P.O. Box 577
Willernie, Minnesota 55090
Town Hall: 111 Wildwood Road
Phone: (651) 426-3383 Fax: (651) 429-1998
E-mail: clerk@cityofgrant.us

Make checks payable to City of Grant.

Under State and local planning laws, any property owner may petition for rezoning and/or platting. The City, upon receipt of such a petition, will process the application in accordance with the procedures and provisions of the ordinances.

The City charges the petitioner a filing fee for this processing, as well as requiring that he/she pay all costs the City may incur in processing and "hearing" the application. An escrow amount will be required at the time application fees and the application is received by the City's Consultant.

<i>For Each Application</i>	<i>Application Fees</i>	<i>Escrow*</i>	<i>TOTAL</i>
Minor Subdivision	\$400	\$4,000	\$400 plus \$4,000 escrow
Major Subdivision	\$1,000 + \$25 per lot	\$7,000	\$1,000 + \$25 per lot plus \$7,000 escrow
Variance	\$400	\$3,000	\$400 plus \$3,000 escrow
Conditional Use Permit (CUP) (Amended and New)	\$400	\$3,000	\$400 + \$3,000 escrow
Conditional Use Permit (CUP) Annual Review Fee	N/A		N/A
All other Land Use Issues	\$100	\$1,000	\$100 + \$1,000 escrow
Certificate of Compliance (COC)	\$50	\$900**	\$50 + \$950 escrow**
COC Amendment	\$50	\$200	\$50 + \$200 escrow
Grading Permit Fees	\$150 for 50 - 100 Cubic yards \$300 <100 Cubic Yards	No Escrow \$1500- \$3000 Escrow	Required Dependent upon number of yards

- * Unused escrow amounts will be returned to the applicant.
- * COC Escrow required only for issues that require City Planner analysis or review. Examples include:
 - Accessory buildings in front of the primary structure
 - Projects involving issues related to animal units per grazable acres
 - Buildings meeting the state definition of an "agricultural building"
 - Other complex zoning issues requiring Planner analysis or review
- * For additional information, see also the Escrow Account Policies Form.
- Permits applied for after work has begun will be two times the standard fee.

Below are listed other permits required for various activities in the City of Grant.

<i>Other Permits</i>	<i>Permit Fees</i>
Sign Permit	\$50
Charitable Gambling Operations	\$100

Permit	
Demolition Permit	\$100
Mann Lake Parking Permit	\$10/resident OR \$50/non-resident
Burn Permits	\$10

Below are listed other fees associated with City services.

False Alarm Fees	Commercial	Residential
False Fire Alarms (Alarms 1-2)	No Charge	No Charge
False Fire Alarms (Alarms 3+)	Actual cost of response Minimum charge: \$50 Maximum charge: \$400	Varies with actual cost

Other False Alarms	Commercial	Residential
Alarms 1-2	No Charge	No Charge
Alarms 3-6	\$60 each	\$50 each
Alarms 7+	\$100 each	\$75 each

Permit/Escrow Fees	Application Fee	Escrow Fee
Qwest	\$200	\$3,000
Comcast	\$200	\$3,000
Koch Pipeline	\$200	\$3,000
Xcel Energy (gas/electric)	\$0	\$0

Liquor License Fees	Fee
On-Sale Liquor	\$2,000
On-Sale Sunday	\$200
On-Sale Beer 3.2	\$200
Off-Sale Liquor	\$200

Miscellaneous Fees	Fee
Subdivision Ordinance-Copy	\$20
Zoning Ordinance-Copy	\$25
Comprehensive Plan-Copy	\$10
Special Assessment	\$20
Dishonored Check	\$40
Copies	.25 per page
Notary Fee – Non-resident	\$5.00
Solicitor's License Fee	\$75
Meeting DVD-Copy	\$10
Wetland Review Specialist	\$100/\$500 Escrow
MLCCS Review Fee	\$75
Driveway Permit	\$50
Preapplication Meeting/Planner	\$300

**CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA**

RESOLUTION NO. 2018-03

A RESOLUTION OF THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA, PROVIDING FOR THE SUMMARY PUBLICATION OF ORDINANCE NO. 2018-57, AN ORDINANCE ESTABLISHING A FEE SCHEDULE FOR THE CITY OF GRANT, MINNESOTA

WHEREAS, On January 2, 2018, at a Regular Meeting of the Grant City Council, by majority vote, the City Council adopted Ordinance No. 2018-57 which establishes the fee schedule for 2018 for the City of Grant; and

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

WHEREAS, the City Council for the City of Grant has determined that publication of the title and a summary of Ordinance No. 2018-57 would clearly inform the public of the intent and effect of the Ordinance; and

WHEREAS, the City Council for the City of Grant has reviewed the summary of Ordinance No. 2018-57 attached and incorporated herein as **Exhibit A**; and

WHEREAS, the City Council for the City of Grant has determined that the text of the summary clearly informs the public of the intent and effect of Ordinance No. 2018-59.

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

1. Approves the text of the summary of Ordinance No. 2018-57 attached as **Exhibit A**.
2. Directs the City Clerk to post a summary publication of Ordinance No. 2018-57 in all public locations designated by the City Council.
3. Directs the City Clerk to publish the summary in the City's legal newspaper within ten days.
4. Directs the City Clerk to file the executed Ordinance upon the books and records of the City along with proof of publication.

Dated this 2nd day of January, 2018.

Jeff Huber, Mayor

ATTEST:

Kim Points, Administrator/Clerk

Exhibit A

Ordinance Summary

Ordinance No. 2018-57

**AN ORDINANCE ESTABLISHING A FEE SCHEDULE
FOR THE CITY OF GRANT, MINNESOTA**

On January 2, 2018, the City of Grant adopted an ordinance amending its annual fee schedule (the "Ordinance"). The Ordinance restated the fee schedule for 2018, with no change to the utility company permit fees, City fees and escrows.

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

2018 City of Grant Meeting Calendar

All meetings are at 7 PM @ the Town Hall (8380 Kimbro Ave.) unless otherwise noted.
Land Applications are due approximately 6 weeks before the Council meetings.

Month	City Council Regular Meeting	City Council Workshop Meeting	Special Council Meeting
January	01/02/18		
February	02/06/18		
March	03/06/18		
April	04/03/18		
May	05/01/18		
June	06/05/18		
July	**6/28/2018**		
August	08/07/18		
September	09/04/18		
October	10/02/18		
November	**11/5/2018**		
December	12/04/18		
January	01/01/19		

*** July 4th Holiday***

November 6 - Election Day

***Meeting Schedule Subject to Change ***

AGENDA ITEM 6E-G

STAFF ORIGINATOR Kim Points
MEETING DATE January 2, 2018
TOPIC City Consultant Contracts

BACKGROUND

In November 2017, the City Council chose to go out for Requests for Proposals (RFP) for City legal services. The City received proposals, interviews were held and Johnson/Turner Law Firm was selected for a three year term.

Attached are contract extension for the City consultants, including the new Law Firm. The contracts outline fee increases for a three period and services to be rendered.

Staff will note the actual budget line items for these services are a separate matter and are reviewed annually at the budget meeting. The contract extensions have no impact on the 2018 budget line items for engineer, planning or legals.

All contract extensions include a 30-day out clause for the City.

STAFF RECOMMENDATION

Approve the City Consultant Contracts.

CONTRACT FOR CIVIL AND CRIMINAL LEGAL SERVICES

This Agreement is entered into by and between the City of Grant, Minnesota (“City”) and the law firm of Johnson/Turner Legal (“Law Firm”), for the civil and criminal (Exhibit A) legal services to the City.

I. RECITALS

1. The Law Firm will provide civil legal and criminal prosecution services to the City.
2. The City compensates the Law Firm for its criminal prosecution services pursuant to Exhibit A. The City and the Law Firm desire to implement a compensation system for the Law Firm’s civil legal services as set forth herein.
3. The rate schedule shall be as follows:

a. General Services (retainer fee) shall be:

Year One (Effective Date – December 31, 2018)	\$160.00 per hour
Year Two (January 1, 2019 – December 31, 2019)	\$165.00 per hour
Year Three (January 1, 2020 – December 31, 2020)	\$170.00 per hour
Thereafter:	Same rate unless otherwise specified by the City.

Regular Council Meeting Rate: Flat fee \$170.00. (Special and non-council meetings - hourly)

b. Support Services Rate:

Paralegal Services: \$125.00 per hour
Law Clerk-Research: \$125.00 per hour

c. Expenses to be Billed:

The City will reimburse the Law Firm for actual and necessary and reasonable costs and expenses incurred by the Law Firm in the performance of legal services for The City.

Copying: no charge
Faxes from Client: no charge
Faxes to Client: no charge
Billings for local mileage: no charge
Phone calls from Staff/Council: no charge
Long Distance Phone Charges: no charge
Courier or Delivery Charges: at cost
Process Server Fees: at cost
Court Filing Fees: at cost
Document Recording Fees: at cost
Court Reporter Transcript Fees: at cost

NOW THEREFORE, IN CONSIDERATION OF the mutual promises contained herein and other good and sufficient consideration, the parties agree to the following:

II. TERMS

1. Scope and Nature of General Counsel Services: The Law Firm shall provide general legal services to the City, including:

- a. Attendance at regular or special City Council meetings and City board and commission meetings as directed.
- b. Consultation with City Council, City Administrator/Clerk and authorized staff and consultants.
- c. Preparation of documents, ordinances, resolutions and official statements and materials.
- d. Preparation of municipal contracts and related materials and documents.
- e. Provision of opinions to the administrator and City Council, preparation of development agreements and related documentation, providing support to staff efforts.

3. Special Counsel: The City may engage special counsel on any issue where it is needed or upon advice of the Law Firm. The Law Firm will cooperate with special counsel to the extent reasonably necessary.

4. Conflict of Interest and Attorney/Client Privilege Issues:

- a. **Conflict of Interest:** The Law Firm will notify the City in the event of an actual or potential conflict of interest and suggest substitute counsel.
- b. **Work Product:** Upon termination of the professional relationship all retained records, information and materials prepared or developed in connection with the services provided shall be provided to the City.
- c. **Insurance:** The Law Firm shall maintain professional liability (malpractice) insurance at a minimum coverage level of \$1,000,000 per claim, and \$3,000,000 annual aggregate.

5. Billing Format, Cycle, Payment Expectations and Interests.

- a. **Billing Format:** The Law Firm will submit monthly billing statements in a format directed by the City, including required certifications for accuracy.
- b. The City will pay Law Firm according to its internal payment procedures.

- c. **Term:** This Agreement may be terminated by any party upon thirty (30) days written notice.
- d. **Contacts:** David K. Snyder, Christopher D. Johnson, and Joshua N. Brekken.

CITY OF GRANT, MINNESOTA

JOHNSON/TURNER LEGAL

By: _____
Jeff Huber, Mayor

By: _____
David K. Snyder

By: _____
Kim Points, Administrator/Clerk

Dated: _____, 2017

Dated: _____, 2017

EXHIBIT A
CONTRACT FOR CRIMINAL PROSECUTION LEGAL SERVICES

THIS CONTRACT FOR CRIMINAL PROSECUTION LEGAL SERVICES (“Agreement”) is entered into by and between The City of Grant with its principal office located at 111 Wildwood Road, Willernie, Minnesota 55090 (hereinafter “City”), and the law firm of Johnson/Turner Legal (hereinafter, the “Law Firm”), 56 East Broadway Avenue, Suite 206, Forest Lake, Minnesota 55025, for the purpose of utilizing the Law Firm to provide criminal prosecution services to the City.

RECITALS

1. That the Law Firm submitted a proposal to the City to provide criminal prosecution legal services on a retainer basis.

2. The annual retainer rates identified in the proposal submitted by the Law Firm are as follows:

2018 Proposed Rate: \$1,700.00 per month

2019 Proposed Rate: \$1,800.00 per month

2020 Proposed Rate: \$1,900.00 per month

Thereafter: Same unless otherwise agreed by the City

Law Firm shall include the following additional services:

*Appeals, and other criminal related matters included unless otherwise specified by City

*Annual review of Grant’s municipal code for update of petty, misdemeanor and gross misdemeanor ordinance provisions with written recommendations for updates to ensure statutory compliance, unless otherwise specified by City.

*If requested by City, inclusion of one code compliance action within one rate every calendar year.

*Complimentary update/drafting to all criminal code provisions as directed by City Staff annually as recommended to accomplish updating-as needed up to 10 hours time annually.

-Routine updates and training for law enforcement and code enforcement personnel.

-Complimentary advising regarding any code violation inquiries as directed by Lead City Staff.

Expenses to be billed:

The City will reimburse the Law Firm for actual, necessary and reasonable costs and expenses incurred by the Law Firm in the performance of the legal services contained in this Agreement.

Copying: no charge
Faxes from Client: no charge
Faxes to Client: no charge
No billings for local mileage
Long Distance Phone Charges: no charge
Courier or Delivery Charges- as incurred
Process Server Fees-as incurred
Court Filing Fees-as incurred
Document Recording/Retrieval or Licensing Access Fees-as incurred
Court Reporter Transcript fees -as incurred
Discovery/Copying/production of police reports-reimbursement by requester.

NOW THEREFORE, IN CONSIDERATION OF the mutual promises contained herein and other good and sufficient consideration, the parties agree to the following:

TERMS

- 1. Scope and Nature of Retainer Prosecution Services:** The parties agree to the following description of the nature of the legal services to be provided by the Law Firm to the City:
 - a. Preparing gross misdemeanor and misdemeanor formal complaints to establish probable cause and define charges;
 - b. Prepare and appear at arraignments, pretrial hearings, probation revocation hearings, omnibus hearings, Rasmussen hearings, Florence hearings, court trials, jury trials, bail motions, in-custody arraignments, expungement hearings, motion hearings, sentencing hearing, and any other hearings relating to all prosecution matters as required by the Court;
 - c. Obtain certified documents necessary for criminal prosecution, including subpoenas, drivers' records, motor vehicle records, prior convictions, orders for prosecution, bank records, police reports, transcripts from prior hearings, plea petitions from prior hearings, and other information that may be required for prosecution as required;
 - d. Comply with all discovery requests from defendants, including gathering records with regard to intoxilyzers, criminal records or witnesses, taped Miranda warnings, copy of 911 calls, copy of videotaped evidence, and the like. Notices of hearings, trial dates, including changed of dates;
 - e. Maintain communication with involved agencies including law enforcement agencies, courts, Minnesota correctional facilities, victim/witnesses, defendants/defense attorneys, social workers, child protection personnel, psychiatrists, victim advocate representatives, hospitals, banks, insurance companies, probation officers, Bureau of Criminal Apprehension, Tubman Family Alliance personnel as required;
 - f. Training and legal update for police officers and law enforcement personnel as requested.

- g. Prepare reports of prosecution activities as requested by City Council; and
- h. Attend all special meetings or training sessions as requested by the police department, Code enforcement personnel, or other City staff.
- i. Pre-suit negotiations and document preparation vehicle forfeiture issues.
- j. Discovery fees paid by third parties shall go to Johnson/Turner Legal.
- k. Not included are: Preparation complaints, notices, orders, settlement agreements and other pleadings related to vehicle forfeitures for the City, and attendance all necessary court appearances regarding the same, then prevailing rates for civil services shall apply.

2. Conflict of Interest and Attorney/Client Privilege Issues:

2.1 Conflict of Interest: The Law Firm will notify the City in the event of an actual or potential conflict of interest and assist with substitute counsel.

3. Billing Format: The Law Firm will submit monthly statements in a format directed by the City including required certifications.

4. Term: This Agreement may be terminated by any party upon thirty (30) days written notice.

THE CITY OF GRANT

JOHNSON/TURNER LEGAL

By: _____
Jeff Huber, Mayor

By: _____
David K. Snyder

By: _____
Kim Points, Administrator/Clerk

Dated: _____, 2017

Dated: _____, 2017

**WSB & ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (the "Agreement") is made as of the _____ day of January 2018, by and between the City of Grant with an address of 111 Wildwood Road, Willernie, Minnesota 55090 ("Client"), and WSB & Associates, Inc. with offices located at 701 Xenia Avenue South, Suite 300, Minneapolis, Minnesota 55416 ("Consultant").

Client and Consultant, for the consideration enumerated herein, do hereby agree as follows:

SECTION 1 / GENERAL CONTRACT TERMS AND CONDITIONS

The General Contract Terms and Conditions shall be as set forth in Exhibit A.

SECTION 2 / SCOPE OF WORK

The scope of work to be performed by Consultant is set forth in Exhibit B. The work and services to be performed hereunder and described in Exhibit B shall be referred to herein and in the General Contract Provisions as the "Project".

SECTION 3 / COMPENSATION

The amount, method and timing for payment to the Consultant shall be in accordance with Exhibit C.

SECTION 4 / WORK SCHEDULE

The preliminary schedule of the work, if required, is set forth in Exhibit B.

SECTION 5 / CLIENT RESPONSIBILITIES

The client responsibilities are set out in Exhibit F.

SECTION 6 / SPECIAL CONDITIONS

Special conditions, if any, are as set forth in Exhibit G.

SECTION 7 / EXHIBITS

CLIENT: CITY OF GRANT

ADDRESS: 111 WILDWOOD ROAD
P.O. BOX 577
WILLERNIE, MN 55090

The following Exhibits are attached hereto and made a part of this Agreement:

- Exhibit A General Contract Provisions
- Exhibit B Scope of Work
- Exhibit C Compensation
- Exhibit D Insurance Schedule
- Exhibit E Rate Schedule
- Exhibit F Client Responsibilities
- Exhibit G Special Conditions

All references to the "Agreement" in this Document and the Exhibits shall mean this Agreement and all of the Exhibits as one integrated Agreement

SECTION 8 / ACCEPTANCE OF AGREEMENT

Upon written acceptance of this Agreement by Client, Consultant shall commence the work. The undersigned hereby accept the terms and conditions of this agreement and Consultant is hereby authorized to perform the services described herein.

CONSULTANT: WSB & ASSOCIATES, INC.

ADDRESS: 701 XENIA AVENUE SOUTH
SUITE 300
MINNEAPOLIS, MN 55416

BY: _____

BY: _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

TITLE: _____

**EXHIBIT A
GENERAL CONTRACT PROVISIONS**

ARTICLE 1 – PERFORMANCE OF THE WORK

Consultant shall perform the services under this Agreement in accordance with the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

ARTICLE 2 – ADDITIONAL SERVICES

If the Client requests that the Consultant perform any services which are beyond the scope as set forth in the Agreement, or if changed or unforeseen conditions require the Consultant to perform services outside of the original scope, then, Consultant shall promptly notify the Client of cause and nature of the additional services required. Upon notification, Consultant shall be entitled to an equitable adjustment in both compensation and time to perform.

ARTICLE 3 – SCHEDULE

Unless specific periods of time or dates for providing services are specified in a separate Exhibit, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, or other natural disasters or acts of God; fires, riots, war or other emergencies; any action or failure to act in a timely manner by any government agency; actions or failure to act by the Client or the Client's contractor or consultants; or discovery of any hazardous substance or differing site conditions. If the delays outside of Consultant's control increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

ARTICLE 4 – CONSTRUCTION OBSERVATION

If requested by Client, Consultant shall visit the project during construction to become familiar with the progress and quality of the contractors' work and to determine if the work is proceeding, in general, in accordance with plans, specifications or other contract documents prepared by Consultant for the Client. The Client has not retained the Consultant to make detailed inspections or to provide exhaustive or continuous project review and observation services.

Consultant neither guarantees the performance of any Contractor retained by Client nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the construction documents. Client acknowledges Consultant will not direct, supervise or control the work of contractors or their subcontractors, nor shall Consultant have authority over or responsibility for the contractors' means, methods, or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety. Job Site Safety shall be the sole responsibility of the contractor who is performing the work.

For Client-observed projects, the Consultant shall be entitled to rely upon and accept representations of the Client's observer. If the Client desires more extensive project observation or full-time project representation, the Client shall request such services be provided by the Consultant as an Additional Service. Consultant and Client shall then enter into a Supplemental Agreement detailing the terms and conditions of the requested project observation.

ARTICLE 5 – OPINIONS OF PROBABLE COST

Opinions, if any, of probable cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs, collectively referred to as "Cost Estimates," provided for are made or to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional design firm. The parties acknowledge, however, that the

Consultant does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and any evaluation of any facility to be constructed or acquired, or work to be performed must, of necessity, be viewed as simply preliminary. Accordingly, the Consultant and Client agree that the proposals, bids or actual costs may vary from opinions, evaluations or studies submitted by the Consultant and that Consultant assumes no responsibility for the accuracy of opinions of Cost Estimates and Client expressly waives any claims related to the accuracy of opinions of Cost Estimates. If Client wishes greater assurance as to Cost Estimates, Client shall employ an independent cost estimator as part of its Project responsibilities.

ARTICLE 6 – REUSE AND DISPOSITION OF INSTRUMENTS OF SERVICE

All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service and Consultant retains all ownership interests in Instruments of Service, including copyrights. The Instruments of Service are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic format furnished to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Consultant makes no representations as to long term compatibility, usability or readability of electronic files.

If requested, at the time of completion or termination of the work, the Consultant may make available to the Client the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, and (ii) fulfillment of the Client's obligations under this Agreement. Any use or re-use of such Instruments of Service by the Client or others without written consent, verification or adaptation by the Consultant except for the specific purpose intended will be at the Client's risk and full legal responsibility and Client expressly releases all claims against Consultant arising from re-use of the Instruments of Service without Consultant's written consent, verification or adaptation.

The Client will, to the fullest extent permitted by law, indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorneys' fees, and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of these Instruments of Service by the Client or any person or entity that acquires or obtains the reports, plans and specifications from or through the Client without the written authorization of the Consultant. Under no circumstances shall transfer of Instruments of Service be deemed a sale by Consultant, and Consultant makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. Consultant shall be entitled to compensation for any consent, verification or adaptation of the Instruments of Service for extensions of the Project or any other project.

ARTICLE 7 – PAYMENTS

Payment to Consultant shall be on a lump sum or hourly basis as set out in the Agreement. Consultant is entitled to payment of amounts due plus reimbursable expenses. Client will pay the balance stated on the invoice unless Client notifies Consultant in writing of any disputed items within fifteen (15) days from the date of invoice. In the event of any dispute, Client will pay all undisputed amounts in the ordinary course, and the Parties will endeavor to resolve all disputed items. All accounts unpaid after thirty (30) days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. Consultant reserves the right to retain instruments of service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or instruments of service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney fees, incurred in connection with collecting amounts owed by Client. In addition, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until it receives full payment for all amounts then due for services, expenses and charges. Payment methods, expenses and rates may be more fully described in Exhibit C and Exhibit E.

ARTICLE 8 – SUBMITTALS AND PAY APPLICATIONS

If the Scope of Work includes the Consultant reviewing and certifying the amounts due the Contractor, the Consultant's certification for payment shall constitute a representation to the Client, that to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in general accordance with the Documents issued by the Consultant. The issuance of a Certificate for Payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Client to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Contractor shall remain exclusively responsible for its Work.

If the Scope of Work includes Consultant's review and approval of submittals from the Contractor, such review shall be for the limited purpose of checking for conformance with the information given and the design concept. The review of submittals is not intended to determine the accuracy of all components, the accuracy of the quantities or dimensions, or the safety procedures, means or methods to be used in construction, and those responsibilities remain exclusively with the Client's contractor.

ARTICLE 9 – HAZARDOUS MATERIALS

Notwithstanding the Scope of Services to be provided pursuant to this Agreement, it is understood and agreed that Consultant is not a user, handler, generator, operator, treater, arranger, storer, transporter, or disposer of hazardous or toxic substances, pollutants or contaminants as any of the foregoing items are defined by Federal, State and/or local law, rules or regulations, now existing or hereafter amended, and which may be found or identified on any Project which is undertaken by Consultant.

The Client agrees to indemnify Consultant and its officers, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind, except that this clause shall not apply to such liability as may arise out of Consultant's sole negligence in the performance of services under this Agreement arising from or relating to hazardous or toxic substances, pollutants, or contaminants specifically identified by the Client and included within Consultant's services to be provided under this Agreement.

ARTICLE 10 – INSURANCE

Consultant has procured general and professional liability insurance. On request, Consultant will furnish client with a certificate of insurance detailing the precise nature and type of insurance, along with applicable policy limits. Additional Insurance requirements are listed in Exhibit D.

ARTICLE 11 – TERMINATION OR SUSPENSION

If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than sixty (60) days through no fault of Consultant, Consultant shall be entitled to either terminate its agreement upon seven (7) days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

This Agreement may be terminated by either party upon thirty (30) days' written notice without cause. Consultant shall upon termination only be entitled to payment for the work performed up to the Date of termination. In the event of termination, copies of plans, reports, specifications, electronic drawing/data

files (CADD), field data, notes, and other documents whether written, printed or recorded on any medium whatsoever, finished or unfinished, prepared by the Consultant pursuant to this Agreement and pertaining to the work or to the Project, (hereinafter "Instruments of Service"), shall be made available to the Client upon payment of all amounts due as of the date of termination. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.

ARTICLE 12 – INDEMNIFICATION

The Consultant agrees to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused by the Consultant's negligence or willful misconduct.

The Client agrees to indemnify and hold the Consultant harmless from any damage, liability or cost to the extent caused by the Client's negligence or willful misconduct.

ARTICLE 13 – WAIVER OF CONSEQUENTIAL DAMAGES

The Consultant and Client waive claims against each other for consequential damages arising out of or relating to this contract. This mutual waiver includes damages incurred by the Client for rental expenses, for loss of use, loss of income, lost profit, project delays, financing, business and reputation and for loss of management or employee productivity or of the services of such persons; and (2) Damages incurred by the Consultant for principal office expenses including the compensation for personnel stationed there, for losses of financing, business and reputation and for loss of profit except anticipated profit arising directly from the Work. The Consultant and Client further agree to obtain a similar waiver from each of their contractors, subcontractors or suppliers.

ARTICLE 14 – WAIVER OF CLAIMS FOR PERSONAL LIABILITY

It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors.

ARTICLE 15 – ASSIGNMENT

Neither Party to this Agreement shall assign its interest in this agreement, any proceeds due under the Agreement nor any claims that may arise from services or payments due under the Agreement without the written consent of the other Party. Any assignment in violation of this provision shall be null and void. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Consultant or Client. This Agreement is for the exclusive benefit of Consultant and Client and there are no other intended beneficiaries of this Agreement.

ARTICLE 16 – CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

ARTICLE 17 – CONFIDENTIALITY

The Consultant agrees to keep confidential and not to disclose to any person or entity, other than the Consultant's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information furnished to the Consultant and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Consultant to complete services under the Agreement or defend itself from any suit or claim.

ARTICLE 18 – AVAILABLE INSURANCE PROCEEDS AND LIMITATION OF LIABILITY

Consultant maintains professional liability insurance with a liability limit of not less than \$2,000,000 per claim. The Consultant's total liability to Client shall not exceed the total available insurance policy limits per claim available to Consultant under its professional liability insurance policy. Client hereby agrees that to the fullest extent permitted by law, the Consultant's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to or arising from this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty (Client's Claims) shall not exceed the total policy limits available to Consultant under its professional liability insurance policy for settlement or satisfaction of Client's Claims under the terms and conditions of the Consultant's professional liability insurance policy applicable hereto.

Notwithstanding the language above, Client agrees that with regard to any claim arising from or relating to Consultant's provision of geotechnical engineering services, construction materials testing, special inspections, and/or environmental engineering services, including but not limited to environmental site assessments, that Consultant's liability for any claims asserted by or through Client shall be limited to \$50,000.

Client and Consultant each further agree that neither will be responsible for any incidental, indirect, or consequential damages (including loss of use or loss of profits) sustained by the other, its successors or assigns. This mutual waiver shall apply even if the damages were foreseeable and regardless of the theory of recovery plead or asserted.

ARTICLE 19 – CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including but not limited to claims for negligence or breach of warranty, that is not settled by nonbinding mediation shall be settled by the law of the state of Minnesota.

ARTICLE 20 – LOCATION OF UNDERGROUND IMPROVEMENTS

Where requested by Client, Consultant will perform customary research to assist Client in locating and identifying subterranean structures or utilities. However, Consultant may reasonably rely on information from the Client and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where Consultant has complied with the standard of care and acted in reliance on that information. The Client agrees to waive all claims and causes of action against the Consultant for claims by Client or its contractors relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by the Consultant.

**EXHIBIT B
SCOPE OF WORK
GENERAL SCOPE OF SERVICES**

ARTICLE B.1 – GENERAL SCOPE OF SERVICES AS CITY ENGINEER

The Client (City) intends to retain the Subconsultant (Engineer) as the designated City Engineer and to provide general engineering and other related professional services. Typical general services (not all-inclusive) are listed below.

- B.1.1 General Engineering and Project Management. Services include capital planning, policy updates, budgeting, and assistance with short and long range street and utility planning and Public Works maintenance issues.
- B.1.2 Reports and Correspondence. Preparation of engineering reports and technical correspondence including: determination of need, preparation, review for compliance with City ordinances and policies, minor site plan reviews, and review of reports prepared by other agencies.
- B.1.3 Meeting Attendance. The City Engineer or other WSB staff members as approved will attend the following meetings:
 - City Council Meetings
 - Planning Commission
 - Park Commission
 - Public Works Committee
 - Internal Staff Meetings
 - Public Meetings
 - Developer Meetings
 - Meetings with other agencies
- B.1.4 Staff and Resident Support. Respond to staff and resident engineering inquiries and requests, including public presentations, evaluation of specific issues, and recommendations to staff and City Council.
- B.1.5 Office Hours. Establish regular office hours of at least one day per week, to be agreed upon by the City and the Engineer.
- B.1.6 Construction Services. Services including monitoring of City and private projects, review of construction plans, and construction staking and surveying.
- B.1.7 Document Library. Establish and maintain a library of permits and applications, contract documents, and other items as needed.
- B.1.8 Other services as requested.

ARTICLE B.2 - PRELIMINARY REPORT/STUDY PHASE

Subject to further clarification and refinement on a project-by-project basis, the Engineer shall in proper time and sequence:

- B.2.1 Consult with the City representative to determine the requirements of the project, review available data, attend necessary conferences, and be available for general consultation.
- B.2.2 Advise the City as to the necessity of the City's providing or obtaining from others data or services and assist the City in obtaining such data and services.
- B.2.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project and participate in consultations with such authorities.
- B.2.4 Make such preliminary studies, layouts, or field surveys to verify and supplement existing elevation and topographic information and preliminary cost estimates to clearly identify potential construction or financing problems.

- B.2.5 Assist the City in obtaining all required subsurface investigations as required for the preparation of the feasibility report.
- B.2.6 Prepare a feasibility report on the preliminary engineering study of the project in sufficient detail to indicate the problems involved.

The report shall include the desired phased program, if required, and the appropriate alternate solutions. The report will also include schematic layouts, sketches, conceptual design criteria with appropriate exhibits to indicate the considerations involved (including applicable requirements of governmental authorities having jurisdiction over the project), preliminary estimate of project cost, typical examples of proposed assessments preliminary identification of right-of-way and easement requirements, and the Engineer's conclusions and recommendations.

- B.2.7 Furnish copies of the feasibility report documents and review the feasibility report with City staff.
- B.2.8 If required, the Engineer shall present the feasibility report to the proper reviewing agencies and to the City Council. The Engineer shall attend the public hearing for the project.

ARTICLE B.3 – FINAL DESIGN PHASE

Subject to further clarification and refinement on a project-by-project basis, the Engineer shall, in proper time and sequence:

- B.3.1 On the basis of the accepted preliminary design documents and the current opinion of probable cost, prepare contract documents consisting of final drawings and specifications to show and describe the scope, extent, and character of the work to be furnished and performed by Contractor(s) including Advertisement for Bids, Instructions to Bidders, Bid Form, Form of Agreement, Performance and Payment Bond Form, General Conditions, Special Conditions, and Technical Specifications.
- B.3.2 Provide technical criteria, written descriptions and design data for use in filing applications for routine permits or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the project, and assist the City in consultations with appropriate authorities. The Engineer shall prepare and submit all permit applications to the appropriate agencies. The City shall be responsible for all permit fees.
- B.3.3 Advise the City of any adjustments to the latest opinion of probable cost caused by changes in extent or design requirements of the project and furnish a current opinion of probable cost based on the drawings and specifications.
- B.3.4 Prepare for review and approval by the City, its legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, advertisement for bid and instructions to bidders, and assist in the preparation of other related documents.
- B.3.5 Attend necessary conferences and be available for general consultation.
- B.3.6 Furnish three (3) copies of the above documents and of the drawings and specifications and present and review them in person with the City, along with completing a plans-in-hand site inspection. Make minor revisions and adjustments as required following review by the City.

ARTICLE B.4 – BIDDING PHASE

Subject to further clarification and refinement on a project-by-project basis, the Engineer shall in proper time and sequence:

- B.4.1 Furnish plans and specifications for agency review and furnish copies to the City for bidding and construction purposes as a part of this Contract.
- B.4.2 Issue addenda as appropriate to interpret, clarify, or expand the bidding documents.

- B.4.3 Assist the City in obtaining and evaluating bids and awarding contracts for the construction of the project.
- B.4.4 Consult with and advise the City as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for the portions of the work as to which such acceptability is required by the bidding documents.
- B.4.5 Consult with and advise the City concerning and determining the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.
- B.4.6 Attend bid opening and prepare bid tabulation sheets.

ARTICLE B.5 – CONSTRUCTION PHASE

Subject to further clarification and refinement on a project-by-project basis, the Engineer shall:

- B.5.1 Consult with and advise the City and act as the City's representative as provided in the contract documents, which may not be modified to affect Engineer's responsibilities except by written agreement signed by the City and the Engineer.
- B.5.2 Conduct pre-construction conference to be attended by the Contractor, City, and others as may be requested by the City.
- B.5.3 Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor(s), and to determine if such work is proceeding in accordance with the contract documents. During such visits and on the basis of the on-site observations, the Engineer will keep the City informed of the progress of the work and will endeavor to identify for the City defects and deficiencies in the work of the Contractor(s). This agreement does not require the Engineer to evaluate contractor's safety methods. It is agreed that safety matters are Contractor's responsibility and that the Engineer shall be responsible only for the acts or omissions of its own employees. The Engineer may disapprove work as failing to conform to the contract documents. The Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. The Engineer shall be obligated, however, to disclose known dangerous circumstances to the City.
- B.5.4 Review samples, schedules, shop drawings, the result of tests and inspections, and other data which the Contractor is required to submit, but only for the conformance with the design concept of the project and compliance with the information given in the contract documents, (but such review shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incidental thereto). The Engineer shall receive and review (for general content as required by the specification), maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection which are to be assembled by the Contractor in accordance with the contract documents.
- B.5.5 Issue all instructions of the City to Contractor; issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required for the City's approval and have authority, as the City's representative, to require special inspection or testing of the work.
- B.5.6 Review the Contractor's application for payment, determine the amount owing the Contractor and make recommendations to the City regarding the payment thereof.

The Engineer's recommendations are based on on-site observations as an experienced and qualified design professional. The recommendations by the Engineer constitute a representation to the City that to the best of their knowledge, information and belief, the work has progressed to the point indicated on said application and the quality of work is in accordance with the contract documents, subject to the results of any subsequent test called for by the contract documents and any qualifications stated in his recommendations.

- B.5.7 Conduct, in the presence of the designated representative, a site visit to determine if the project is substantially complete and conduct a final site visit to determine if the work has been completed in accordance with the contract documents. Such site visits may include representatives from the City and/or other involved governmental agencies. If the Contractor has fulfilled all of their obligations, the Engineer shall give written notice to the City and the Contractor that the work is acceptable for final payment.
- B.5.8 The Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. The Engineer shall be obligated, however, to disclose known dangerous circumstances to the City.
- B.5.9 The Engineer shall furnish the City with a list detailing final quantities and costs in a letter stating to the best knowledge of the Engineer that the work is in compliance with the plans, specifications and change orders.

ARTICLE B.6 – SCOPE OF SERVICES FOR DEDICATION PROJECTS

Subject to further clarification and refinement on a project-by-project basis, the Engineer shall:

- B.6.1 Following written notice from the City Council, review the platting, concept, design, plans and specifications for each Dedication Project to determine that they comply with those written City Standards that have been approved by the City Council for such projects. Require the developer or his Engineer to submit the plans to appropriate utility companies and other concerned agencies for their review, concurrence and issuance of permits as required. Upon completion of the review, submit a written report to the City Council to assist the Engineer and the City Council in approving or disapproving the proposed Dedication Project.
- B.6.2 Submit a written progress report to the City Council for each Dedication Project under construction. The report should include budget, schedule and progress information.
- B.6.3 Submit a written report to assist the City Council in determining that the project has been satisfactorily completed. The Engineer shall acquire from the developer or the developer's engineer five (5) sets of plans of the work that have been revised to show "as constructed" conditions, said plans to be submitted to the City within ninety (90) days following completion of the project.

ARTICLE B.7 – SCOPE OF ADDITIONAL SERVICES AS THE ENGINEER

If authorized in writing by the City, the Engineer shall furnish additional services of the following type:

- B.7.1 Providing services of professional subconsultants as required for a particular project.
- B.7.2 Providing the type of surveying or related engineering services necessary for preparation of permanent and/or temporary easements, boundary surveys, or plat documents.
- B.7.3 Review of developer's plats and concept plans. Provide assistance to the developer in preparing a plat for improvement projects.
- B.7.4 Additional services in connection with the project not otherwise provided for in this Agreement.
- B.7.5 Providing services for preparation of preliminary and final assessment rolls.

**EXHIBIT C
COMPENSATION**

The Client (City of Grant) shall pay the Consultant (Engineer) for Basic Services rendered on the basis of a negotiated lump sum fee, on an hourly basis, or as a percentage of the construction cost, as mutually agreed to and deemed fair and reasonable for the particular work to be performed. The method of payment will be determined at the start of the project.

Consultant's current fee schedule with hourly rates is attached to this contract as Exhibit E. The rate schedule is for 2018, and will remain in effect for services rendered through December 31, 2018.

The fee schedule will be evaluated on an annual basis by the Consultant and adjusted to account for inflation and other factors. The Consultant will submit a revised fee schedule prior to December 31 on an annual basis.

The following represents the compensation terms:

ARTICLE C.1 – CITY COUNCIL AND COMMISSION MEETINGS

Engineer will be compensated at a lump sum rate of \$80 per meeting for attendance at City Council meetings. Planning Commission, Public Works Committee meetings, Park Commission meetings, or other after hour meetings will be compensated at the standard hourly rates.

ARTICLE C.2 – GENERAL CITY ENGINEERING DUTIES

Engineer will be compensated for these services based on the hourly rates listed in the fee schedule. Engineer recognized that it is important for the City to maximize the ability to assign time during regular office hours to projects or escrow accounts as much as possible, and Engineer will strive to meet this goal.

ARTICLE C.3 – PROJECTS

Compensation for specific studies or the design and construction of City improvements will be determined on a project-by-project basis. The proposed compensation will be detailed within a written letter proposal submitted by the Engineer to the City prior to beginning work. If the scope of the project changes after it is authorized, the Engineer will discuss it with the City and determine an appropriate fee modification. Typically, project fees are billed either as lump sum, hourly not-to-exceed, or a percentage of the construction cost.

ARTICLE C.4 – DEVELOPMENT/APPLICATION REVIEW

Services related to development review or review of other applications, will be completed by the Engineer on an hourly basis as needed. For items such as traffic studies, environmental reviews, and other more-defined items related to development review, the Engineer will establish a scope and fees for ease of tracking against escrow account balances.

ARTICLE C.5 – INDEPENDENT CONSULTANTS

The cost of services performed by independent consultants or agencies for environmental evaluation, soil testing, laboratory services, or other services will be billed to the City at the Engineer's cost with no markup.

ARTICLE C.6 – PAYMENT FOR REVISIONS OR OTHER WORK

If the City directs that revisions be made to the plans and specifications following approval of the plans and specifications by the City or if the City Council directs Engineer to perform other work, the Engineer shall be compensated for the cost of such revisions at the hourly fee. The Engineer shall be given additional compensation when additions consist of enlargement or extension of the project. Additional compensation will be on the same basis as agreed to for the original plans and specifications.

ARTICLE C.7 – RECEIPT OF PAYMENT

In order to receive payment for services, the Consultant shall submit monthly invoices describing in detail the services performed in accordance with this contract. Separate statements shall be submitted for each project or a detailed breakdown shall be furnished showing the distribution of charges to each project.

The City shall pay Consultant upon receipt of each monthly invoice. For hourly and percentage of construction cost contracts, the personnel who worked on the project shall be included. Construction services shall include daily reports detailing the time for each day that the individual was working on the project. All invoices will include the City representative who authorized the work.

ARTICLE C.8 – EXPENSES

Engineer shall be reimbursed for reasonable expenses related to the scope of services of this contract and/or individual projects. The Engineer shall be reimbursed for the actual cost of the expenses, without markup. Typical expenses include, but are not limited to, the following:

- Permit fees
- Plan and specification reproduction fees
- Costs related to the development of project photos

The following shall not be considered reimbursable expenses:

- Mileage
- Mobile phone usage
- Computer equipment time
- Preparation and reproduction of common correspondence
- Mailing

EXHIBIT D
INSURANCE SCHEDULE

GENERAL LIABILITY

Carrier:	Phoenix Insurance Company	
Type of Insurance:	Commercial General Liability	
Coverage:	General Aggregate	\$2,000,000
	Products-Comp/Ops Aggregate	\$2,000,000
	Personal & Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
	Damage to Rented Premises	\$1,000,000
	Medical Expenses (Any one person)	\$5,000

AUTOMOBILE LIABILITY

Carrier:	Travelers Indemnity Company	
Type of Insurance:	Any Auto Hired Autos Non-Owned Autos	
Coverage:	Combined Single Limit	\$1,000,000

UMBRELLA

Carrier:	Travelers Indemnity Company	
Coverage:	Each Occurrence/Aggregate	\$5,000,000

WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY

Carrier:	Travelers Casualty Insurance	
Coverage:	<u>Statutory</u> Each Accident	\$ 1,000,000
	Disease-Policy Limit	\$ 1,000,000
	Disease-Each Employee	\$ 1,000,000

PROFESSIONAL LIABILITY (Errors and Omissions)

Carrier:	XL Specialty Insurance Company	
Coverage:	Each Claim	\$ 5,000,000
	Annual Aggregate	\$ 10,000,000

Certificates of Insurance will be provided upon request.



2018 Rate Schedule

	Billing Rate/Hour
Principal	\$163-\$182
Associate / Sr. Project Manager / Sr. Project Engineer	\$147-\$182
Project Manager	\$128-\$142
Project Engineer	\$112-\$142
Graduate Engineer	\$85-\$105
Sr. Landscape Architect / Sr. Planner / Sr. GIS Specialist	\$115-\$142
Landscape Architect / Planner / GIS Specialist	\$68-\$107
Engineering Specialist / Sr. Environmental Scientist	\$97-\$139
Engineering Technician / Environmental Scientist	\$56-\$92
Construction Observer	\$92-\$116
Pavement Coring	
One-Person Crew	\$170
Two-Person Crew	\$255
Survey	
One-Person Crew	\$140
Two-Person Crew	\$185
Three-Person Crew	\$198
Office Technician	\$50-\$90
<p>Costs associated with word processing, cell phones, reproduction of common correspondence, and mailing are included in the above hourly rates. Vehicle mileage is included in our billing rates [excluding geotechnical and construction materials testing (CMT) service rates]. Mileage can be charged separately, if specifically outlined by contract.</p> <p>Reimbursable expenses include costs associated with plan, specification, and report reproduction; permit fees; delivery costs; etc.</p> <p>Multiple rates illustrate the varying levels of experience within each category.</p> <p>Rate Schedule is adjusted annually.</p>	

**EXHIBIT F
CLIENT RESPONSIBILITIES**

The Client's responsibilities related to the services to be provided by Consultant are generally as set out below. These responsibilities can be modified through Supplemental Agreements.

In order to permit the Consultant to perform the services required under this Agreement, the Client shall, in proper time and sequence and where appropriate to the Project, at no expense to the Consultant:

ARTICLE F.1

Provide available information as to its requirements for the Project, including copies of any design and construction standards and comprehensive plans which the Client desires Consultant to follow or incorporate into its work.

ARTICLE F.2

Guarantee access to and make all provisions for the Consultant to enter upon public and private lands to enable the Consultant to perform its work under this Agreement.

ARTICLE F.3

Provide such legal, accounting and insurance counseling services as may be required for this Project.

ARTICLE F.4

Notify the Consultant whenever the Client observes or otherwise becomes aware of any defect in the Project construction or design.

ARTICLE F.5

Designate a Client Representative with authority to transmit and receive instructions and information, interpret and define the Client's policies with respect to services rendered by the Consultant, and authority to make decisions as required for Consultant to complete services required under this Agreement.

ARTICLE F.6

Act promptly to approve all pay requests, Supplemental Agreements, or request for information by Consultant as set out below.

ARTICLE F.7

Furnish data (and professional interpretations thereof) prepared by or services performed by others, including where applicable, but not limited to, previous reports, core borings, sub-surface explorations, hydrographic and hydrogeologic surveys, laboratory tests and inspection of samples, materials and equipment; appropriate professional interpretations of the foregoing data; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning, deed and other land use restrictions; and other special data.

ARTICLE F.8

Require all Utilities with facilities in the Client's Right of Way to Locate and mark said utilities upon request, Relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule.

ARTICLE F.9

Review all reports, sketches, drawings, specifications and other documents prepared and presented by the Consultant, obtain advice of legal, accounting and insurance counselors or others as Client deems necessary for such examinations and render in writing decisions pertaining thereto.

ARTICLE F.10

Where appropriate, endeavor to identify, remove and/or encapsulate asbestos products or materials or pollutants located in the project area prior to accomplishment by the Consultant of any work on the Project.

ARTICLE F.11

Provide record drawings and specifications for all existing physical plants of facilities which are pertinent to the Project.

ARTICLE F.12

Provide the foregoing in a manner sufficiently timely so as not to delay the performance by the Consultant of the services in accordance with the Contract Documents.

ARTICLE F.13

Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client. Consultant shall endeavor to verify the information provided and shall promptly notify the Client if the Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

ARTICLE F.14

Client shall bear all costs incidental to compliance with the requirements of this article.

MASTER SERVICES AGREEMENT
BETWEEN SWANSON HASKAMP CONSULTING, LLC
AND THE CITY OF GRANT FOR PROFESSIONAL PLANNING SERVICES

The Agreement ("Agreement") is made as of January 1, 2018 and between, the City of Grant (hereinafter referred to as "Client"), and Swanson Haskamp Consulting, LLC ("SHC"), 246 Albert Street S., Suite 2A, St. Paul, MN 55105 ("SHC"), to provide professional Planning Services by SHC in connection with projects and services as requested by the Client.

Description of Services (Scope of Services)

Jennifer Haskamp, President of SHC shall be the primary contact and project manager assigned to perform planning and project management services for the Client (hereinafter referred to as "Services"). Jennifer will work collaboratively with the Client to establish the scope of services and define and identify the priorities to be completed as a part of this contract. SHC shall only perform work when verbal or written direction is provided by the Client throughout the duration of this contract.

Period of Service

This contract shall be effective for three years, at which time the terms of this contract may be renegotiated between the Client and SHC.

Compensation

SHC shall be paid for Services provided in accordance with the attached rate schedule. Billings will be submitted monthly and the Client agrees to pay bills within 30 days of receipt. SHC and the Client shall work together to establish the method for reporting and submitting invoices to assist with the ease of monthly billing and budget management. Client hereby acknowledges that sufficient funds are currently available, or methods to obtain funds, are assigned to pay for the cost of Services contemplated by the Agreement. SHC has the right, at its sole discretion, to stop work and withhold work product or Services, if payments have not been received within 30 days of invoicing date.

If Client fails to make payments to SHC consistent with the Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at SHC's option, cause for suspension of performance of Services under the Agreement. If SHC elects to suspend Services, prior to suspension of Services, SHC shall give seven days written notice to Client. In the event of a suspension of Services, SHC shall have no liability to Client for delay or damage caused to Client because of such suspension of Services. Before resuming Services, SHC shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of SHC's services. SHC's fees for the remaining Services and the time schedules shall be equitably adjusted.

In the event of termination not the fault of SHC, SHC shall be compensated for Services performed prior to termination, together with reimbursable expenses due.

Client's Responsibilities

Client shall provide full information in a timely manner regarding requirements for and limitations for successful execution of the Scope of Services, including objectives, schedule, constraints and criteria, requirements and relationships and any other pertinent information that will assist SHC in achieving the expectations of the Client.

The Client shall designate a representative authorized to act on the Client's behalf with respect to any Project or Services. The Client or such designated representative shall render decisions in a timely manner pertaining to documents submitted by SHC in order to avoid unreasonable delay in the orderly and sequential progress of the Services.

Termination

The Agreement may be terminated by either party at any time. Such termination shall be effective after giving thirty days written notice. Client agrees to pay SHC for all Services provided up to the effective date of termination.

Miscellaneous

Work Product

The documents prepared by SHC for any Project are instruments of SHC's service for use solely with respect to the Client and, unless otherwise provided, SHC shall be deemed the author of these documents. All documents shall be the property of the Client, and both the Client and SHC shall

retain all common law, statutory and other reserved rights, including the copyright. The Client and SHC shall be permitted to retain copies, including reproducible copies, of SHC's documents for the Client's information, reference and use in connection with the Services.

Claims and Consequential Damages

SHC and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's terminating in accordance with the termination clause.

Interpretation and Severability

Each provision of this Agreement is severable from the others. Should any provision of the Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of the Agreement. Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable.

Assignment

The Client and SHC, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Client nor SHC shall assign this Agreement without the written consent of the other.

Team Relationship

The Client and SHC agree to work together on the basis of trust, good faith and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner.

Entire Agreement

The terms and conditions set forth herein constitute the entire understanding of the parties relating to the services to be provided by SHC. Only a written instrument signed by both parties may amend the Agreement.

Governing Law

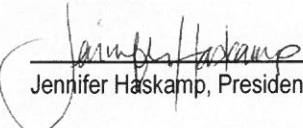
The Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Minnesota, excluding its conflict of laws.

Execution

In witness whereof, the parties hereto have made and executed the Agreement as of the day and first above written.

CITY OF GRANT

SWANSON HASKAMP CONSULTING, LLC



Jennifer Haskamp, President & Principal Planner

Printed Name

Date

**rate schedule.
2018**

Principal	\$120.00 per hour
Senior Planner	\$115.00 per hour
Planner	\$85.00 per hour
Flat Meeting Rate	\$230.00*
Reimbursable expenses	Actual Costs
Standard IRS Mileage Rate	\$0.545 (2018 Rate, to be adjusted annually)

*Flat Meeting Rate applies only to City Council, Planning Commission and monthly Staff meeting attendance up to 3 hours plus travel time. Any time after 3 hours will be billed at standard hourly rate.

Hourly rates and Flat Meeting rate to be adjusted and increased by 5% annually.

**CITY OF GRANT
2018 APPOINTMENT LIST**

Schedule A

City Council Member Appointments/ Per Council Members	
Liaison/ Appointments	Council Member
Deputy Mayor	Tom Carr
Emergency Preparedness	Washington County/City Staff
Metro Council	City Staff
Newsletter Editor	City Staff
Road Coordination	City Office/Road Coordinator/WSB
Oak Wilt	DNR
Weed Control	Jeff Huber
Browns Creek Watershed	WSB
Valley Branch Watershed	WSB
Rice Creek Watershed	WSB
Carnelian-Marine Watershed	WSB

Staff and Consultant Appointment/Per Council Members	
Service Providers	
Attorney	Under Contract - Johnson/Turner
Administrator/Clerk	Kim Points
Engineer	Under Contract - WSB
Inspector	Jack Kramer
Planner	Under Contract - SHC
Treasurer	Sharon Schwarze
Animal Removal	SRAC
City Assessor	Under Contract - Smith Appraisal
City Auditor	Under Contract - LarsonAllen
Brushing	Under Contract- KEJ
Depository	Wells Fargo
Fire Marshall (Co-Marshalls)	Bob Tufty/Joyce Welander
Roadside Mowing	Under Contract-KEJ
Newspaper	White Bear Press
Recycling	Under Contract - Waste Management
Road Grading	Under Contract - Kline Bros.
Roadside Trash	Under Contract - KEJ
Septic Permits	Under Contract - Washington County
Snow Plowing	Under Contract- KEJ
Tree Service	Under Contract-KEJ
Video Technician	Ken Ronnan
Animal Control Liaison	City Office/SRAC/Washington County
Webmaster	Halogen
Investment Advisor	Robert Mikkelsen

Volunteer Appointments	
Cable Commissioner	Jeff Huber/Steve Bohnen
Ballfield	Administrator/Clerk
Heritage Preservation	Joyce Welander
Roadside Cleanup Day	Administrator/Clerk

AGENDA ITEM 8Ai/8Bi

STAFF ORIGINATOR	Kim Points
MEETING DATE	January 2, 2018
TOPIC	Ordinance Revisions

BACKGROUND

The wetland setbacks are established in Chapter 12 of the City's Code, which breaks down the applicable standards for wetland by type, unclassified and classified water bodies. The City's current wetland setback/buffer is 75 feet, typically more than the watershed districts setback requirements.

The City has received many variance applications for replacement of septic systems that cannot meet the current setback.

Staff is requesting Council direction relating to an ordinance amendment that would revise the City setback to meet the watershed district setback. The ordinance amendment process would include staff providing a draft ordinance for review and discussion, notice of public hearing as well as Planning Commission review and recommendation.

In addition, Council Member Sederstrom included suggested ordinance revisions to discuss under Council updates/future agenda items. Staff would request Council direction regarding that revision as the process for an ordinance amendment would be the same.

OPTIONS

Council direction to staff to draft the ordinance amendments and schedule public hearings. Council determines no ordinance revisions should occur at this time.

There is currently not a street light at that intersection. One could be included in the improvement project with the City's request and funding.

In the short term a light could be installed a few different ways;

- Contact Xcel to install a light on an existing utility pole
- Contact Xcel to install a light on a new wood pole (via permit) in County ROW.
- Put together a lighting plan and have a contractor install one (but I'm sure that would be more expensive than just having Xcel install one).

Either way, the City would be responsible for cost of installation and the ongoing maintenance and electricity costs.

I hope that helps.

Kevin Peterson | Engineer II

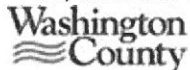
Office: 651-430-4330 | Mobile: 651-347-4330 | Fax: 651-430-4350

Kevin.Peterson@co.washington.mn.us

Washington County Public Works Department

11660 Myeron Rd North | Stillwater, MN 55082

"Plan, build and maintain a better Washington County"



NEW Business

Agenda Items for January Council Meeting

Updated grading permit with penalties for enforcement

Updated 32.245 zoning on hydro vac operation

Attached is a suggestion for amendments to 32.245. It is a starting point. Staff members can use their professional expertise to fine tune the draft to protect our water supply. We should include:

1. a definition of hydro vac operations
2. add prohibition of it's use in Grant
3. it should be included in the zoning chart under waste
4. an enforcement policy with a penalty phase spelled out

12/19/17

HYDRO VAC

A device using hydraulic water pressure to loosen the soil, after which a large vacuum sucks up the loose soil, slurry and solids and deposits in a large tank attached to a trailer or tandem axel truck. They are used in utility excavation as well as cleaning up hazardous environmental spills.

AMENDED CHANGE 32.245

NO liquid or solid waste from a hydro vac vehicle may be released or deposited in the city of Grant as these will be considered to be regulated fill as defined by the MPCA and not allowed. Penalties would start at \$1000 per incident and escalate from there.

ZONING

Business--seasonal.	N	N	N	N	N
Cafes and restaurants.	N	N	N	N	C
Campgrounds, tents and tent trailers only.	N	N	N	N	N
Care facility. (See section 32-338(c).)	N	C	C	C	N
Cemeteries.	N	C	C	C	N
Churches.	C	C	C	C	C
Clear cutting. (See sections 32-343, 32-348 and 32-246(b)(8).)	N	C	C	C	N
Clubs or lodges.	N	C	C	C	C
Cluster developments.	N	N	N	N	N
Commercial recreation.	C	C	C	C	C
Commercial schools.	N	N	N	N	C
Convents.	N	C	C	C	N
Disposal areas--liquid waste.	N	N	N	N	N
Disposal areas--solid waste.	N	C	N	N	C
Disposal areas--solid and liquid waste.	N	N	N	N	N
Domestic pets.	P	P	P	P	N
Drive-in business.	N	N	N	N	N
Essential services--government uses, buildings and storage.	C	C	C	C	C
Essential services--transmission services, buildings and storage.	C	C	C	C	C
Explosives--manufacture, storage. (See section 32-324.)	N	N	N	N	N
Explosives--utilization. (See section 32-324.)	N	C	C	N	N
Farm.	-----See "Agriculture"-----				
Farm equipment sales.	N	N	N	N	C
Feedlots, commercial. (See sections 32-337 and 32-345.)	N	C	N	N	N
Fences. (See section 32-315.)	A	A	A	A	A
Flammable gases and liquids, business/distribution.	N	N	N	N	N
Forests.	P	P	P	P	C
Fuel sales.	N	N	N	N	C
Funeral homes.	N	N	N	N	N
Garage, private. (See section 32-313.)	A	A	A	A	N
Garage--Repair.	N	N	N	N	C
Garage--Storage.	N	N	N	N	C
Golf courses and country clubs.	N	C	C	C	N
Grading.	-----See section 32-342-----				
Greenhouses (commercial production only).	N	C	C	C	C
Guest house. (See section 32-326.)	N	N	N	N	N
Gun clubs.	N	C	C	N	N
Gun ranges.	N	N	N	N	N
Home occupations (meeting criteria).	CC	CC	CC	CC	N
Home occupations (not meeting criteria).	N	C	C	C	N
Horse boarding and training facilities.	P/C	P/C	P/C	P/C	N
Hotel or motel.	N	N	N	N	N
Housing, student.	N	C	C	C	N

City Council report for December 2017

Date: December 18, 2017

To: Honorable Mayor & City Council Members

From: Jack Kramer Building & Code Enforcement Official

Zoning enforcement:

No new violations to report

Building activity Report:

Twenty Three (23) Building Permits issued for a total valuation of \$ 1,014,821.00.

Respectfully submitted,

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

Jack Kramer

Building Official

Grant Master Form								
Permit	Permit Type	Name	Project Address	Date Issued	Valuation:	City Fee:	75%	Plan CK Fee:
2017-396	Re-Roof	Arent	11477 Jasmine Ave.	11/13/2017	15,000.00	251.25	188.43	0
2017-397	Remod/Additio	Hamen	10350 Hadley Ct. N.	11/14/2017	200,000.00	1,553.75	1,165.31	1,009.93
2017-398	Re-Roof	Johnson	9760 Lansing Ave. N	11/14/2017	15,900.00	265.25	198.93	0
2017-399	Re-Roof	Flynn	10928-62nd St. N.	11/15/2017	9,000.00	167.25	125.43	0
2017-400	HVAC	McAdams	9820-101st. N.	11/15/2017	N/A	80	60	0
2017-401	Re-Roof	Whaley	10291 kismet ave. N	11/16/2017	12,000.00	208.25	156.93	0
2017-402	Re-Roof	Arnt	11500 Jasmine Ave.	11/16/2017	10,000.00	181.25	135.93	0
2017-403	Re-Roof	Lemke	10629- 83rd. St. N.	11/17/2017	13,476.00	237.25	177.93	0
2017-404	HVAC	Rossback Const	9447-107th. St. N.	11/17/2017	N/A	80	60	0
2017-405	House & Garage	Houge	11377 lansing Ave. N	11/17/2017	485,200.00	3,155.35	2,366.51	2,050.00
2017-406	Re-Roof	Bye	10660-69th. St N.	11/18/2017	9,245.00	180.25	138.18	0
2017-407	HVAC	Brogren	9970 Joliet Ave. N.	11/18/2018	N/A	80	60	0
2017-408	HVAC	Smith	10244-67th. St. N.	11/24/2017	N/A	80	60	0
2017-409	Garage	Borelli	10940-105th. St.N.	11/24/2017	23,800.00	377.25	282.93	245.21
2017-410	HVAC	Logan	9020-107th. St. N.	11/27/2017	N/A	80	60	0
2017-411	Re-Roof	Gausman	10365-60th. St. Ln. N	11/27/2017	20,000.00	321.25	240.93	0
2017-412	Re-Roof	Pogalz	10888-62nd. St. N.	11/28/2017	6,500.00	139.25	104.43	0
2017-413	Windows	Knotz	10870 Lansing Ave.	11/28/2017	7,200.00	153.25	114.93	0
2017-414	Remodeling	Jackson	10300 Jamaca Ave. N	11/30/2017	150,000.00	1,273.75	955.31	827.93
2017-415	Plumbing	Dangler	8250 Lake Elmo Ave	11/30/2017	N/A	80	60	0
2017-416	Roof/Siding	Scott	9250 Dellwood Ave.	11/30/2017	20,000.00	321.25	240.93	0
2017-417	Re-Roof	Sabean	6825 Jocelyn Rd. N.	11/30/2017	8,500.00	167.25	125.43	0
2017-418	Re-Roof	Olson	7260 Keats Ave. N.	11/30/2017	9,000.00	167.25	125.43	0
					1,014,821.00	9,600.35	7203.9	2083.07