

**City of Grant
City Council Agenda
March 6, 2018**

The regular monthly meeting of the Grant City Council will be called to order at 7:00 o'clock p.m. on Tuesday, March 6, 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. February 6, 2018 City Council Meeting Minutes
- B. February 2018 Bill List, \$48,758.10

5. STAFF AGENDA ITEMS

- A. City Engineer, Brad Reifsteck

- i. Consideration of Resolution No. 2018-04, Support of Application to Request Funding from the Minnesota Department of Transportation, 2018 Corridors of Commerce Solicitation
 - ii. Consideration of Cooperative Agreement Between City of Grant, ISD #832 and County of Washington for Maintenance of Traffic Signal at Hwy 12 and Middle School Entrance
 - iii. Consideration of Resolution No. 2018-07, 65th Street Plans, Specifications and Bid Process
 - iv. Consideration of Cooperative Agreement Between City of Grant and County of Washington for Maintenance of Traffic Signal at CAH 12 and CSAH 17
 - C. City Planner, Jennifer Haskamp
 - i. Consideration of Resolution No. 2018-05, Minor Subdivision Application 6808 117th Street North
 - ii. Consideration of Resolution No. 2018-06, White Oak Savannah (FOG) Final Plat
 - C. City Attorney, Dave Snyder
6. **NEW BUSINESS**
 - A. Consideration of Planning Commission Appointments
7. **UNFINISHED BUSINESS**
8. **DISCUSSION ITEMS** (no action taken)
 - A. Staff Updates (updates from Staff, no action taken)
 - B. City Council Reports/Future Agenda Items
9. **COMMUNITY CALENDAR MARCH 7 THROUGH MARCH 31, 2018:**

Mahtomedi Public Schools Board Meeting, Thursday, March 8th and 22nd Mahtomedi District Education Center, 7:00 p.m.

Stillwater Public Schools Board Meeting, Thursday, March 8th, Stillwater City Hall, 7:00 p.m.

Washington County Commissioners Meeting, Tuesdays, Government Center, 9:00 a.m.
10. **EXECUTIVE SESSION TO DISCUSS PENDING LITIGATION (Jane Doe v. Larry Lanoux et. Al).**
11. **ADJOURNMENT**

CITY OF GRANT
MINUTES

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DATE : February 6, 2018
TIME STARTED : 5:00 p.m.
TIME ENDED : 5:50 p.m.
MEMBERS PRESENT : Councilmember Carr, Kaup, Sederstrom
Lanoux and Mayor Huber
MEMBERS ABSENT : None

Staff members present: City Attorney, Dave Snyder; City Planner; and Administrator/Clerk, Kim Points

CALL TO ORDER

The meeting was called to order at 5:00 p.m.

PUBLIC INPUT

(1) Mr. Gary Bauman, 10600 Joliet Avenue, came forward and commented on the City’s storm water plan and taxes that are paid to the Watershed District.

PLEDGE OF ALLEGIANCE

SETTING THE AGENDA

Council Member Lanoux moved to approve the agenda with the addition of Comprehensive Plan Language Addition and Expungement. Council Member Sederstrom seconded the motion. Motion failed with Council Member Carr, Kaup and Mayor Huber voting nay.

City Attorney Snyder advised Council Members should be recognized by the Mayor when speaking and it is best to know what is being proposed to the agenda prior to the agenda being finalized.

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

- January 2, 2018 City Council Meeting Minutes Approved
- January, 2018 Bill List, \$44,611.66 Approved
- Washington County Sheriff, July-December 2017
Police Services, \$61,493.51 Approved

1
2 Stillwater Area Hockey Association, Premises
3 Permit, Cozzies

Approved

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

8
9 **STAFF AGENDA ITEMS**

10
11 **City Engineer, Brad Reifsteck (no action items)**

12
13 **City Planner, Jennifer Swanson (no action items)**

14
15 **City Attorney, Dave Snyder**

16
17 **Consideration of Amendment to Town Hall Use Policy** – City Attorney Snyder reviewed a memo
18 relating to a recommendation from the City’s legal representative for the Defendants in the pending
19 litigation of *Lawrence Lanoux and Loren Sederstrom v. Jeff Huber, Kim Points, Torn Carr, Denny Kaup, John Rog,*
20 *Jeff Schafer, Jerry Helander, and Robert Tufty, in their respective capacity as officials for the City of Grant,*
21 *Minnesota, Wash. Cnty. Dist. Ct. File No. 82-CV18-352.*

22
23 City Attorney Snyder advised one of the claims asserted by the Plaintiffs in this litigation is that the City
24 should allow use of Town Hall to be used by a variety of groups. He recommended the City amend the
25 policies and procedures concerning the use of Town Hall to prohibit any group from using Town Hall.

26
27 **Council Member Lanoux moved to allow all citizens of Grant have the use of Town Hall.**
28 **Council Member Sederstrom seconded the motion. Motion failed with Council Member Carr,**
29 **Kaup and Mayor Huber voting nay.**

30
31 **Council Member Carr moved to approve the amendment to Town Hall Use, as presented.**
32 **Council Member Kaup seconded the motion. Motion carried with Council Member Lanoux**
33 **and Sederstrom voting nay.**

34
35 **NEW BUSINESS**

36
37 **Consideration of Franchise Extension Agreement** – Mayor Huber provided the background on this
38 issue advising the Cable Commission has recommended approval of the extension.

39
40 Per the Cable Commission, proposed deal points for negotiation were submitted to Comcast in
41 October, 2017, and Comcast was to respond in December. Comcast has not yet responded, and the
42 Commission and Comcast agreed that extending the franchise would allow Comcast to respond and
43 negotiations to proceed informally.

1 The Cable Commission believes this simple extension of the current franchise expiration will allow
2 both parties to continue informal negotiations for the next couple of months without being put at a
3 disadvantage. The extension preserves your right to use the I-NET, and preserves existing support
4 and channels for local cable programming. It does not harm the communities in any way.
5

6 **Mayor Huber moved to approve the Franchise Extension Agreement, as presented. Council**
7 **Member Carr seconded the motion.**
8

9 City Attorney Snyder advised he would be happy to get an opinion on the cable services that is
10 provided to Cable Commissioners but he is not permitted to do research on questions from individual
11 Council Members. The City Council directs work to the consultants. He noted it was his
12 understanding that the cable provided is necessary as part of the job as a Commissioner.
13

14 **Council Member Lanoux made a friendly amendment to the motion that the City withdraw**
15 **from the Cable Commission to get a competitive bid for cable services.**
16

17 **Mayor Huber rejected the friendly amendment. Motion carried with Council Member Lanoux**
18 **voting nay and Council Member Sederstrom abstaining.**
19

20 **UNFINISHED BUSINESS**
21

22 There was no unfinished business.
23

24 **DISCUSSION ITEMS**
25

26 **Staff Updates (updates from Staff, no action taken)**
27

28 **Council Updates/Future Agenda Items (no action taken)**
29

30 **Language for Clearing Brush** – This item was not placed on a future agenda.
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32 **Reconsideration of Combining Planning and Engineering Services** – This item was not placed on a
33 future agenda.
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Kim Points, Administrator/Clerk

Jeff Huber, Mayor

Fund Name: 100 - General Fund

Date Range: 02/01/2018 To 02/28/2018

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
02/06/2018	Wells Fargo Business Card	13667	PC Work Session	N	Town Hall Supplies	100-43001-210-	\$ 25.68
		Total For Check					\$ 25.68
02/26/2018	Payroll Period Ending 02/28/2018	13668		N	Clerk Salary	100-41101-100-	\$ 3,736.70
		Total For Check					\$ 3,736.70
02/27/2018	Washington County Transportation	13669	Snow and Ice Control	N	Snow & Ice Removal	100-43113-210-	\$ 3,483.04
		Total For Check					\$ 3,483.04
02/27/2018	KEJ Enterprises	13670	January 2018 Road Contractor	N	Animal Control	100-42006-300-	\$ 83.00
		13670			Town Hall Mowing	100-43006-300-	\$ 125.00
		13670			Ball Field Maintenance	100-43009-300-	\$ 125.00
		13670			Road Engineering Fees	100-43102-300-	\$ 166.14
		13670			Road Garbage Removal	100-43105-300-	\$ 167.00
		13670			Gravel Road Costs	100-43106-300-	\$ 20.84
		13670			Magnesium Chloride	100-43107-300-	\$ 41.67
		13670			Road Sign Replacement	100-43110-300-	\$ 83.84
		13670			Culvert Repair	100-43111-300-	\$ 20.84
		13670			Snow & Ice Removal	100-43113-300-	\$ 5,416.67
		13670			Road Brushing	100-43114-300-	\$ 2,250.00
		13670			Road Side Mowing	100-43115-300-	\$ 500.00
		Total For Check					\$ 9,000.00
02/27/2018	KEJ Enterprises	13671	February 2018 Road Contractor	N	Animal Control	100-42006-300-	\$ 83.00
		13671			Town Hall Mowing	100-43006-300-	\$ 125.00
		13671			Ball Field Maintenance	100-43009-300-	\$ 125.00
		13671			Road Engineering Fees	100-43102-300-	\$ 166.14
		13671			Road Garbage Removal	100-43105-300-	\$ 167.00
		13671			Gravel Road Costs	100-43106-300-	\$ 20.84
		13671			Magnesium Chloride	100-43107-300-	\$ 41.67
		13671			Road Sign Replacement	100-43110-300-	\$ 83.84
		13671			Culvert Repair	100-43111-300-	\$ 20.84
		13671			Snow & Ice Removal	100-43113-300-	\$ 5,416.67
		13671			Road Brushing	100-43114-300-	\$ 2,250.00
		13671			Road Side Mowing	100-43115-300-	\$ 500.00
		Total For Check					\$ 9,000.00
02/27/2018	Johnson Turner Legal	13672	January Billing	N	Legal Fees - General	100-41204-301-	\$ 2,120.00
		13672			Legal Fees - Complaints	100-41205-301-	\$ 1,482.00

Fund Name: 100 - General Fund

Date Range: 02/01/2018 To 02/28/2018

<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>
02/27/2018	CenturyLink	13672	Legal Fees - Prosecutions			100-41206-301-	\$ 1,700.00
		Total For Check					\$ 5,302.00
02/27/2018	CenturyLink	13673	City Phone	N	City Office Telephone	100-41309-321-	\$ 132.88
		Total For Check					\$ 132.88
02/27/2018	Croix Valley Inspector	13674	Building Inspector	N	Building Inspection	100-42004-300-	\$ 5,491.93
		Total For Check					\$ 5,491.93
02/27/2018	Todd Smith	13675	Monthly Assessment Services - February	N	Property Assessor	100-41208-300-	\$ 1,991.92
		Total For Check					\$ 1,991.92
02/27/2018	Andrew Hartsock	13676	Video Services	N	Cable Costs	100-41212-301-	\$ 88.00
		Total For Check					\$ 88.00
02/27/2018	Sherrill Reid Animal Control	13677	Animal Control/Inv2018-50-51	N	Animal Control	100-42006-300-	\$ 180.00
		Total For Check					\$ 180.00
02/27/2018	Waste Management	13678	Recycling	N	Recycling	100-43011-384-	\$ 4,719.12
		Total For Check					\$ 4,719.12
02/27/2018	Wells Fargo Business Card	13679	Office Supplies	N	Office Supplies	100-41313-210-	\$ 93.60
		Total For Check					\$ 93.60
02/27/2018	Press Publications	13680	Publishing	N	Publishing Costs	100-41308-351-	\$ 636.86
		Total For Check					\$ 636.86
02/27/2018	IRS	13682	Payroll Taxes	N	Clerk FICA/Medicare	100-41103-100-	\$ 384.30
		13682			Clerk Medicare	100-41105-100-	\$ 72.84
		13682			Federal Withholding	100-41107-100-	\$ 374.90
		13682			Social Security Expens	100-41109-100-	\$ 311.46
		Total For Check					\$ 1,143.50
02/27/2018	SHC, LLC	13683	Planning	N	City Planner	100-41209-301-	\$ 850.00
		13683			Pre-App	100-41319-301-	\$ 300.00
		13683			Comprehensive Plan	100-43173-301-	\$ 1,390.00
		Total For Check					\$ 2,540.00
02/27/2018	Sprint	13684	City Cell Phone	N	Road Expenses - Other	100-43116-321-	\$ 35.00
		Total For Check					\$ 35.00
02/27/2018	AirFresh Industries	13685	PortaPot #29399	N	Town Hall Porta Pot	100-43007-210-	\$ 125.00

Fund Name: 100 - General Fund

Date Range: 02/01/2018 To 02/28/2018

<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>
02/27/2018	Xcel Energy	13686	Utilities	N	Town Hall Electricity	100-43004-381-	\$ 270.31
		13686			Well House Electricity	100-43010-381-	\$ 11.36
		13686			Street Lights	100-43117-381-	\$ 47.90
		Total For Check					\$ 329.57
02/27/2018	PERA	EFT99	PERA	N	Clerk PERA	100-41102-120-	\$ 376.77
		EFT99			Clerk PERA Withholding	100-41108-100-	\$ 326.53
		Total For Check					\$ 703.30
		Total For Selected Checks					\$ 48,758.10



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701 Xenia Avenue South
Suite 300
Minneapolis, MN 55416
Tel: 763-541-4800
Fax: 763-541-1700

Memorandum

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

From: *Brad Reifsteck, PE, City Engineer
WSB & Associates, Inc.*

Date: *February 26, 2018*

Re: *Washington County Resolution of Support - TH 36 & CSAH 17 Interchange Funding*

Actions to be considered:

To adopt a resolution supporting Washington County's application for funding of the 2018 Corridors of Commerce Solicitation.

Facts:

The County is in the process of studying improvements for a new grade separated Interchange at the Intersection of TH 36 & CSAH 17.

Each quadrant of the intersection resides in a separate community, whereas the Northwest quadrant of the intersection currently resides in the City of Grant.

Washington County is seeking local support from the City of Grant, Stillwater, Lake Elmo and Stillwater Township as part of the application submittal to MnDOT for funding through the 2018 Corridors of Commerce Solicitation process.

Action: Discussion. Adopt Resolution

Attachments:

Resolution

**CITY OF GRANT
RESOLUTION NO. 2018-04**

**RESOLUTION SUPPORTING SUBMITTAL OF AN APPLICATION TO REQUEST FUNDING
FROM THE MINNESOTA DEPARTMENT OF TRANSPORTATION THROUGH THE 2018
CORRIDORS OF COMMERCE SOLICITATION**

WHEREAS, the Minnesota Department of Transportation (MnDOT) is currently accepting candidate projects for the 2018 Corridors of Commerce Solicitation; and

WHEREAS, Washington County is proposing an application for the construction of a grade separation of TH 36 and CSAH 17; and

WHEREAS; the intersection of County State Aid Highway 17 (CSAH 17) and Trunk Highway 36 (TH 36) is partially located the City of Grant; and

WHEREAS; this intersection provides access to the primary residential, business, commercial, and recreational areas of Grant, Lake Elmo, Stillwater and Stillwater Township; and

WHEREAS; the TH 36 corridor is continuing to experience a growth in traffic and congestion; and

WHEREAS; the current intersection is insufficient to meet capacity demands today and the growth anticipation in the future; and

WHEREAS; the upgrade of this interchange is essential to the economic health and welfare of the region; and

WHEREAS; this project will protect and enhance mobility and safety,

WHEREAS; the project will be of mutual benefit to MnDOT, Washington County, and the cities of Grant and Lake Elmo; and

NOW THEREFORE BE IT RESOLVED, that the City of Grant supports Washington County's application for funding as part of the 2018 Corridors of Commerce Solicitation.

ADOPTED this 6th day of March, 2018.

Jeff Huber, Mayor

Attest:

Kim Points, City Clerk



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701 Xenia Avenue South
Suite 300
Minneapolis, MN 55416
Tel: 763-541-4800
Fax: 763-541-1700

Memorandum

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

From: *Brad Reifsteck, PE, City Engineer
WSB & Associates, Inc.*

Date: *February 26, 2018*

Re: *CSAH 12 & Mahtomedi Middle School Entrance Traffic Signal – Cooperative Agreement*

Actions to be considered:

To authorize the execution of the Cooperative Agreement Between the City of Grant, The Independent School District (ISD) #832 and the County of Washington.

Facts:

A cooperative agreement between the City of Grant, ISD #832 (Mahtomedi Middle School) and Washington County is required for this signal. The cooperative agreement establishes the maintenance responsibilities between all parties. The County is accepting all cost responsibilities for this signal. There are no costs to the City.

Action: Discussion. Motion to authorize the execution of a cooperative agreement for the installation of a signal at the intersection of County State Aid highway 12 and Middle School

Attachments:

Resolution

**COOPERATIVE AGREEMENT BETWEEN
THE CITY OF GRANT, THE INDEPENDENT SCHOOL
DISTRICT (ISD) #832
AND THE COUNTY OF WASHINGTON
FOR MAINTENANCE OF THE TRAFFIC SIGNAL SYSTEM
AT THE INTERSECTION OF COUNTY STATE AID
HIGHWAY (CSAH) 12 (75TH STREET NORTH)
AND THE MAHTOMEDI MIDDLE SCHOOL ENTRANCE**

WASHINGTON COUNTY	
CONTRACT NO.	11418
DEPT.	PUBLIC WORKS
DIVISION	TRANSPORTATION
TERM	SIGNATURE - PERPETUAL

THIS AGREEMENT, by and between the City of Grant, a municipal corporation, herein after referred to as the "City", Independent School District #832, a public school district, herein after referred to as "ISD #832" and Washington County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County", shall consist of this agreement and Exhibit A.

WITNESSETH:

WHEREAS, it has been determined to install a traffic signal at the intersection of CSAH 12 and the access to Mahtomedi Middle School Entrance, located at 8100 75th Street North; and

WHEREAS, a cooperative effort between the City, ISD #832, and County is the appropriate method to facilitate the maintenance of these transportation improvements; and

WHEREAS, this Agreement is made pursuant to statutory authority contained in Minnesota Statute 471.59.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

A. PURPOSE

The purpose of this agreement is set forth in the above whereas clauses which are all incorporated by reference as if fully set forth herein.

B. MAINTENANCE RESPONSIBILITIES

1. This agreement and all of its provisions shall apply only to the traffic control signal system located on CSAH 12 and the access to Mahtomedi Middle School Entrance, located at 8100 75th Street North.
2. The County shall, at its sole cost and expense, pay all monthly electrical service expenses necessary to operate the traffic control signal system including all cabinet and control equipment and integral streetlights, and including the cost of establishing and perpetuating a connection to the electrical service grid and subsequent ongoing electrical service expenses.
3. The County shall, at its sole cost and expense, maintain and keep in repair the integral luminaires (overhead street lights) and all their components, including replacement of the existing luminaires if necessary, and shall maintain and keep in repair the electrical connection to the luminaire heads.
4. The County shall own the traffic control signal system and all of its components and shall, at its sole cost and expense, operate, maintain and keep in repair the traffic control signal system including but not limited to the relamping of vehicular and pedestrian traffic signal indications, cleaning and maintenance of the control cabinet, maintenance of the Emergency Vehicle Preemption (EVP) system, attached signage, traffic signal interconnection and master controller, and repair of any and all physical damage, except as set forth in the following section.

5. The County considers paint to be an aesthetic component of the traffic signal system. Therefore, if the City or ISD #832 desires to paint the system, the City or ISD #832 shall, at its sole cost and expense, clean and paint the traffic control signal system and integral streetlights at the sole cost and expense of the City or ISD #832, having first obtained a permit from the County which may place conditions on activities within the right-of-way. Alternatively, the City or ISD #832 may, at its discretion, request in writing that the County paint the traffic control signal system and integral streetlights at the sole cost and expense of the City, or ISD #832.
6. The County shall, at its sole cost and expense, be responsible for identification and location of the underground components of the traffic control signal system as required by the Gopher State One Call system.
7. All EVP equipment currently installed on the signal covered by this agreement, including optical detectors, control electronics, and confirmation lights shall hereafter be the property of Washington County if not already so established, with no direct compensation made to the City for said transfer.
8. The City or ISD #832 shall not revise by addition or deletion, nor alter or adjust any component, part, sequence, or timing of the aforesaid traffic control signal system or EVP systems; however nothing herein shall be construed as restraint of prompt, prudent action by properly constituted authorities in situations where part of such traffic control signal systems may be directly involved in an emergency.
9. The EVP systems provided for in this agreement shall be installed, operated, maintained, upgraded, or removed in accordance with the following conditions and requirements:
 - a. Emitter units may be installed and used only on vehicles responding to an emergency as defined in Minnesota Statutes Sections 169.011, subd. 3 and 169.03. The City will, provide the County Engineer or his duly appointed representative a list of all such vehicles with emitter units upon request.
 - b. Malfunctions of the EVP systems shall be reported to the County immediately.
 - c. Only in the event said EVP systems or components are, in the opinion of the County, being misused or the terms set forth herein are violated, and such misuse or violation continues after receipt by the City of written notice thereof from the County, the County may remove, modify, restrict, or deactivate the EVP systems. Upon removal of the EVP systems pursuant to this paragraph, the field wiring, cabinet wiring, detector receivers, infrared detector heads, and indicator lamps and all other components shall become the property of the County.
 - d. All timing of said EVP systems shall be determined by the County.

C. CIVIL RIGHTS AND NON-DISCRIMINATION

The provisions of Minn. Stat. 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein, and shall be part of any Agreement entered into by the parties with any contractor subcontractor, or material suppliers.

D. WORKERS COMPENSATION

It is hereby understood and agreed that any and all employees of the County and all other persons employed by the County in the performance of construction and/or construction engineering work or services required or provided for under this agreement shall not be considered employees of the City and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said County employees

while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the City.

E. INDEMNIFICATION

1. The City and ISD #832 agree that they will defend, indemnify and hold harmless the County against any and all liability, loss, damages, costs and expenses which the County may hereafter sustain, incur or be required to pay by reason of any negligent act by the City or ISD #832, its agents, officers or employees during the performance of this agreement.
2. The County agrees that it will defend, indemnify and hold harmless the City and ISD #832 against any and all liability, loss, damages, costs and expenses which the City or ISD #832 may hereafter sustain, incur or be required to pay by reason of any negligent act by the County, its agents, officers or employees during the performance of this agreement.
3. To the fullest extent permitted by law, actions by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a.(b). The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties as provided for in Section 471.59, subd. 1a.
4. Each party's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The parties agree that liability under this Agreement is controlled by Minnesota Statute 471.59, subdivision 1a. and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in 466.04, subdivision 1(a).

F. CONDITIONS

The City and ISD #832 shall not assess or otherwise recover any portion of its cost for this project through special assessment of County property on County-owned property.

G. DATA PRACTICES

All data collected, created, received, maintained, disseminated, or used for any purposes in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy.

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

WASHINGTON COUNTY

CITY OF GRANT

Chair Date
Board of Commissioners

Mayor Date

Molly O'Rourke Date
County Administrator

City Administrator Date

Approved as to form:

Approved as to form:

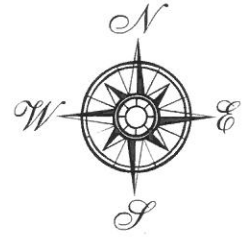
Assistant County Attorney Date

City Attorney Date

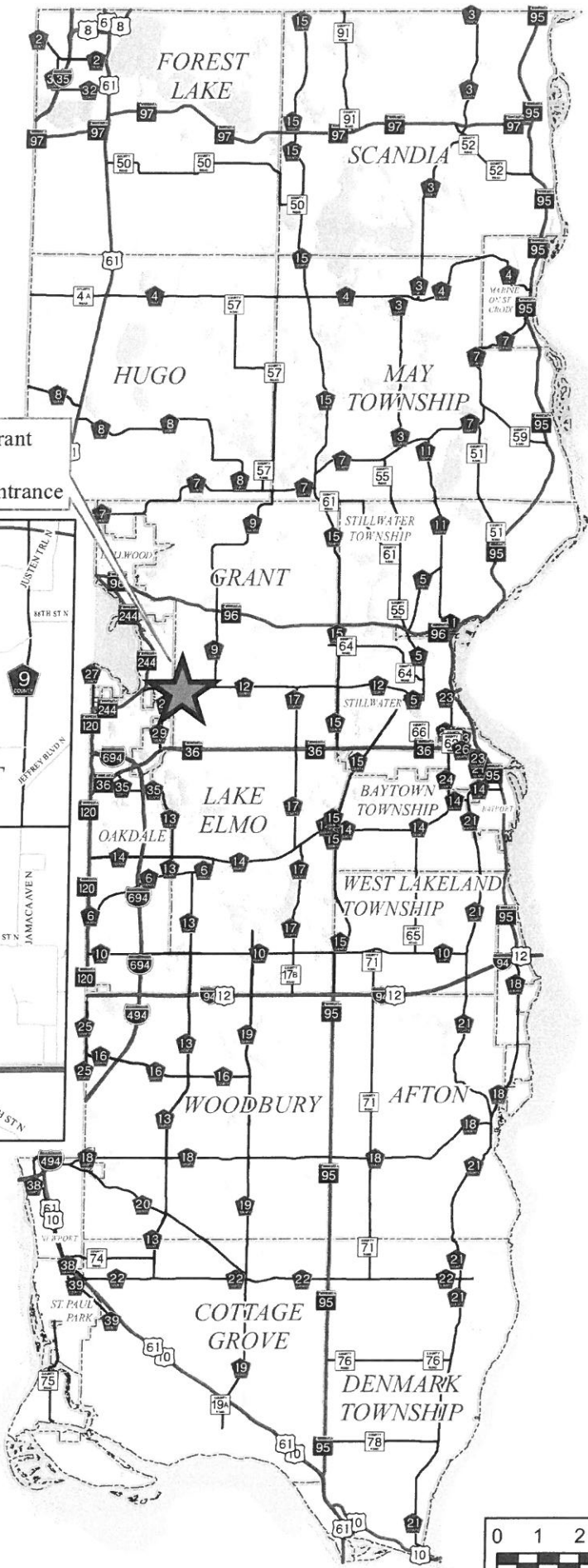
ISD #834

Ric Meno 1/25/2018 Director of Business Services
Date

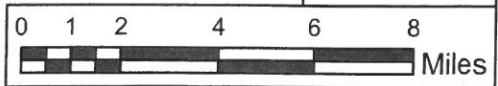
Julie Osterbauer 1/25/18 Supervisor of Bldgs & Grounds
Date



CSAH 12 (75th St N) - Grant
Signal Project
Mahtomedi Middle School Entrance



Scale 1:233,500



This map is the result of a compilation and reproduction of land records as they appear in various Washington County offices. This map should be used for reference purposes only. Washington County is not responsible for any inaccuracies.



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701 Xenia Avenue South
Suite 300
Minneapolis, MN 55416
Tel: 763-541-4800
Fax: 763-541-1700

Memorandum

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

From: *Brad Reifsteck, PE, City Engineer
WSB & Associates, Inc.*

Date: *February 26, 2018*

Re: *65th Street Roadway Improvement Project – Plan Approval and Bid Date*

Actions to be considered:

To adopt a resolution approving Plans and Specifications and ordering advertisement for bids for 65th Street Roadway Improvement Project

Facts:

The City Council authorized preparation of plans and specifications for the project on August 1, 2017.

The City Council authorized preparation of a Feasibility Report for the project on June 6th, 2017, received the Feasibility Report on August 1, 2017 and ordered the public improvement for the project following a noticed public hearing held at the September 5, 2017 regular Council meeting.

A bid date and time has been proposed for Thursday March 29, 2018. At that time all bids shall be opened, tabulated for mathematical accuracy, and prepared for City Council consideration at the April 3, 2018 regular Council meeting.

Action: Discussion. Adopt Resolution

Attachments:

Location Map
Resolution

**CITY OF GRANT
RESOLUTION NO. 2018-07**

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING
ADVERTISEMENT FOR BIDS
FOR THE 65th STREET N. ROADWAY IMPROVEMENT PROJECT**

WHEREAS, the City Council (“Council”) of the City of Grant, Minnesota (“City”) has identified 65TH Street N. as a Capital Improvement Project for Fiscal Year 2018; and,

WHEREAS, those improvements shall include street rehabilitation; and,

WHEREAS, pursuant to a resolution passed by the Council August 1, 2017, the consultant City Engineer Brad Reifsteck, WSB & Associates, has prepared plans and specifications for the Project; and,

WHEREAS, the City notified affected property owners and persons expressing interest in the project of the scheduled Improvement Hearing (“Hearing”) within the minimum 10-day notification requirement and published the notice of hearing in the City’s official newspaper for two weeks; and,

WHEREAS, the Hearing was conducted at the regular City Council meeting on September 5, 2017; and,

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

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. An advertisement for bids shall be prepared and published in the official paper on March 8, 2018, that specifies the work to be done and that all bids will be received by Brad Reifsteck, City Engineer, WSB & Associates, 701 Xenia Avenue S., #300, until 10:00 a.m., C.S.T., on Thursday, March 29, 2018, at which time they will be publicly opened at Town Hall by the City Clerk and City Engineer, tabulated, and presented to the City Council for consideration at the April 3, 2017 City Council meeting.

ADOPTED this 6th day of March, 2018.

Jeff Huber, Mayor

Attest:

Kim Points, City Clerk



Building a legacy – *your* legacy.

701 Xenia Avenue South
Suite 300
Minneapolis, MN 55416
Tel: 763-541-4800
Fax: 763-541-1700

Memorandum

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

From: *Brad Reifsteck, PE, City Engineer
WSB & Associates, Inc.*

Date: *February 26, 2018*

Re: *CSAH 12 & CSAH 17 Traffic Signal – Cooperative Agreement*

Actions to be considered:

To authorize the execution of the Cooperative Agreement Between the City of Grant and the County of Washington.

Facts:

A cooperative agreement between the City of Grant and Washington County is required for this signal. The cooperative agreement establishes the maintenance responsibilities between all parties. The County is accepting all cost responsibilities for this signal. There are no costs to the City.

Action: Discussion. Motion to authorize the execution of a cooperative agreement for the installation of a signal at the intersection of CSAH 12 and CSAH 17

Attachments:
Agreement

**COOPERATIVE AGREEMENT BETWEEN
THE CITY OF GRANT
AND THE COUNTY OF WASHINGTON
FOR MAINTENANCE OF THE TRAFFIC SIGNAL SYSTEM
AT THE INTERSECTION OF COUNTY STATE AID
HIGHWAY (CSAH) 12 (75th STREET NORTH) AND
CSAH 17 (LAKE ELMO AVENUE NORTH)**

WASHINGTON COUNTY	
CONTRACT NO.	11417
DEPT.	PUBLIC WORKS
DIVISION	TRANSPORTATION
TERM	SIGNATURE – PERPETUAL

THIS AGREEMENT, by and between the City of Grant, a municipal corporation, herein after referred to as the "City", and Washington County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County", shall consist of this agreement and Exhibit A.

WITNESSETH:

WHEREAS, it has been determined to install a traffic signal at the intersection of CSAH 12 and CSAH 17; and

WHEREAS, a cooperative effort between the City and County is the appropriate method to facilitate the maintenance of these transportation improvements; and

WHEREAS, this Agreement is made pursuant to statutory authority contained in Minnesota Statute 471.59.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

A. PURPOSE

The purpose of this agreement is set forth in the above whereas clauses which are all incorporated by reference as if fully set forth herein.

B. MAINTENANCE RESPONSIBILITIES

1. This agreement and all of its provisions shall apply only to the traffic control signal system located on CSAH 12 (75th Street North) at CSAH 17 (Lake Elmo Avenue North).
2. The County shall, at its sole cost and expense, pay all monthly electrical service expenses necessary to operate the traffic control signal system including all cabinet and control equipment and integral streetlights, and including the cost of establishing and perpetuating a connection to the electrical service grid and subsequent ongoing electrical service expenses.
3. The County shall, at its sole cost and expense, maintain and keep in repair the integral luminaires (overhead street lights) and all their components, including replacement of the existing luminaires if necessary, and shall maintain and keep in repair the electrical connection to the luminaire heads.
4. The County shall own the traffic control signal system and all of its components and shall, at its sole cost and expense, operate, maintain and keep in repair the traffic control signal system including but not limited to the relamping of vehicular and pedestrian traffic signal indications, cleaning and maintenance of the control cabinet, maintenance of the Emergency Vehicle Preemption (EVP) system, attached signage, traffic signal interconnection and master controller, and repair of any and all physical damage, except as set forth in the following section.
5. The County considers paint to be an aesthetic component of the traffic signal system. Therefore, if the City desires to paint the system, the City shall, at its sole cost and expense,

clean and paint the traffic control signal system and integral streetlights at the sole cost and expense of the City, having first obtained a permit from the County which may place conditions on activities within the right-of-way. Alternatively, the City may, at its discretion, request in writing that the County paint the traffic control signal system and integral streetlights at the sole cost and expense of the City.

6. The County shall, at its sole cost and expense, be responsible for identification and location of the underground components of the traffic control signal system as required by the Gopher State One Call system.
7. All EVP equipment currently installed on the signal covered by this agreement, including optical detectors, control electronics, and confirmation lights shall hereafter be the property of Washington County if not already so established, with no direct compensation made to the City for said transfer.
8. The City shall not revise by addition or deletion, nor alter or adjust any component, part, sequence, or timing of the aforesaid traffic control signal system or EVP systems; however nothing herein shall be construed as restraint of prompt, prudent action by properly constituted authorities in situations where part of such traffic control signal systems may be directly involved in an emergency.
9. The EVP systems provided for in this agreement shall be installed, operated, maintained, upgraded, or removed in accordance with the following conditions and requirements:
 - a. Emitter units may be installed and used only on vehicles responding to an emergency as defined in Minnesota Statutes Sections 169.011, subd. 3 and 169.03. The City will, provide the County Engineer or his duly appointed representative a list of all such vehicles with emitter units upon request.
 - b. Malfunctions of the EVP systems shall be reported to the County immediately.
 - c. Only in the event said EVP systems or components are, in the opinion of the County, being misused or the terms set forth herein are violated, and such misuse or violation continues after receipt by the City of written notice thereof from the County, the County may remove, modify, restrict, or deactivate the EVP systems. Upon removal of the EVP systems pursuant to this paragraph, the field wiring, cabinet wiring, detector receivers, infrared detector heads, and indicator lamps and all other components shall become the property of the County.
 - d. All timing of said EVP systems shall be determined by the County.

C. CIVIL RIGHTS AND NON-DISCRIMINATION

The provisions of Minn. Stat. 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set further herein, and shall be part of any Agreement entered into by the parties with any contractor subcontractor, or material suppliers.

D. WORKERS COMPENSATION

It is hereby understood and agreed that any and all employees of the County and all other persons employed by the County in the performance of construction and/or construction engineering work or services required or provided for under this agreement shall not be considered employees of the City and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said County employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the City.

E. INDEMNIFICATION

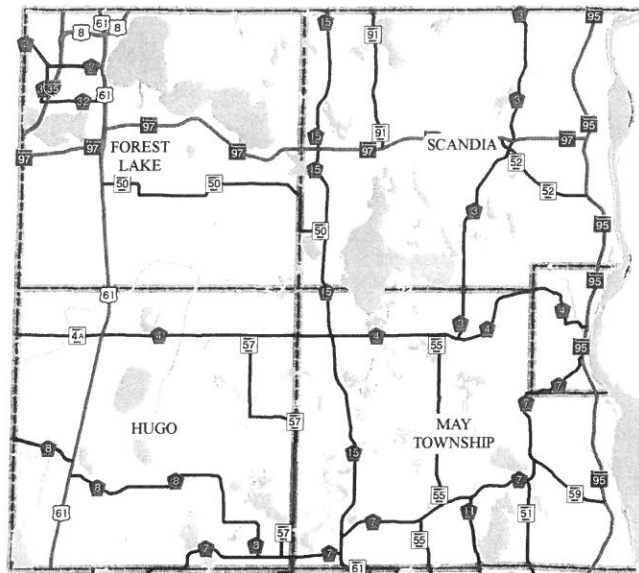
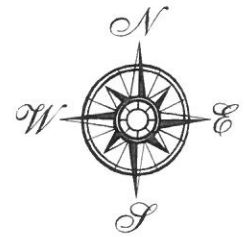
1. The City agrees that it will defend, indemnify and hold harmless the County against any and all liability, loss, damages, costs and expenses which the County may hereafter sustain, incur or be required to pay by reason of any negligent act by the City, its agents, officers or employees during the performance of this agreement.
2. The County agrees that it will defend, indemnify and hold harmless the City against any and all liability, loss, damages, costs and expenses which the City may hereafter sustain, incur or be required to pay by reason of any negligent act by the County, its agents, officers or employees during the performance of this agreement.
3. To the fullest extent permitted by law, actions by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a.(b). The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties as provided for in Section 471.59, subd. 1a.
4. Each party's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The parties agree that liability under this Agreement is controlled by Minnesota Statute 471.59, subdivision 1a. and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in 466.04, subdivision 1(a).

F. CONDITIONS

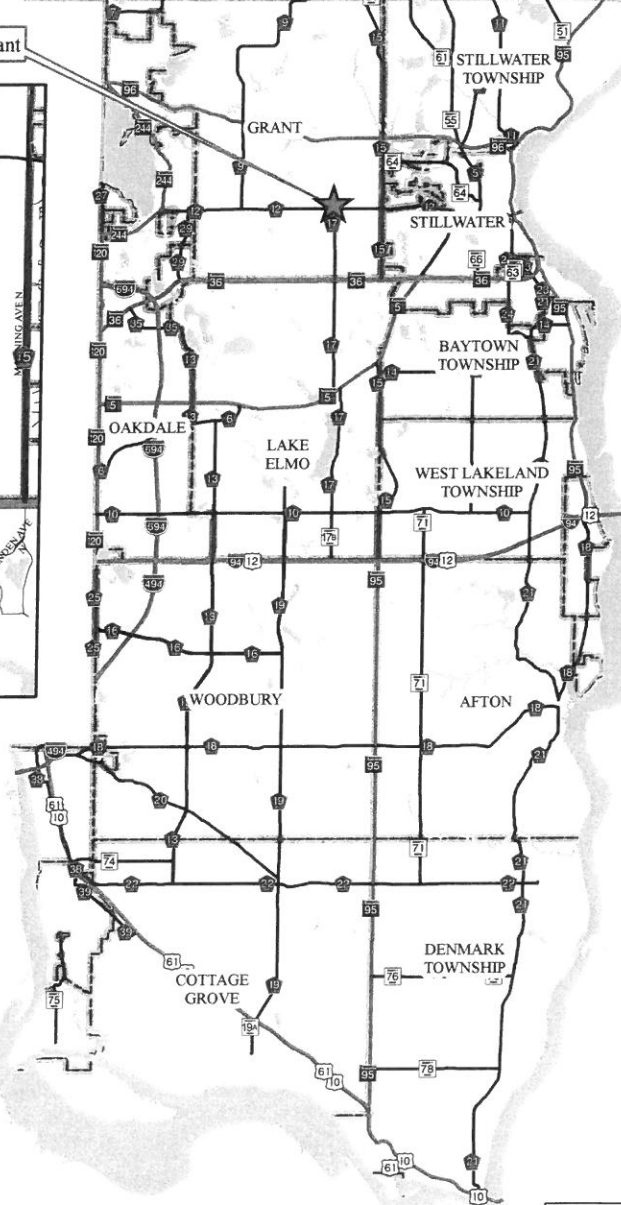
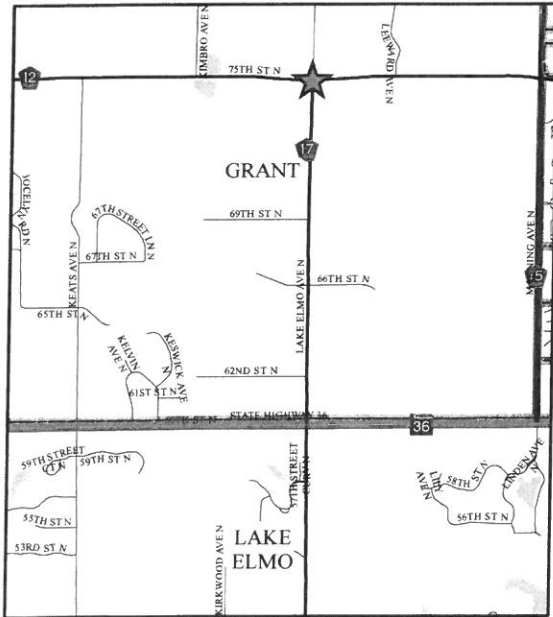
The City shall not assess or otherwise recover any portion of its cost for this project through special assessment of County property on County-owned property.

G. DATA PRACTICES

All data collected, created, received, maintained, disseminated, or used for any purposes in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy.



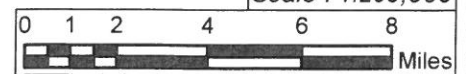
CSAH 12 (75th St) & CSAH 17 (Lake Elmo Ave) - Grant



Road Classification

- INTERSTATE HIGHWAY
- U. S. TRUNK HIGHWAY
- STATE TRUNK HIGHWAY
- COUNTY STATE AID HIGHWAY
- COUNTY ROAD

Scale : 1:260,000



This map is the result of a compilation and reproduction of land records as they appear in various Washington County offices. This map should be used for reference purposes only. Washington County is not responsible for any inaccuracies.

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



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

Application Date:	1/17/17
Fee: \$400	Escrow: \$4,000

Pd Check # 11578 - \$4,400.00

MINOR SUBDIVISIONS

A minor subdivision is any subdivision containing not more than two lots fronting on an existing street, not involving any new street or road, or the extension of municipal facilities, or the creation of any public improvements, and not adversely affecting the remainder of the parcel or adjoining property.

PARCEL IDENTIFICATION NO (PIN): 06.030.21.11.000		ZONING DISTRICT & COMP PLAN LAND USE:
LEGAL DESCRIPTION: NE1/4 of NE1/4 Sect 6 Twp 30 R 21		LOT SIZE: 10acr/39acr
PROJECT ADDRESS: 6808 - 117th St North Grant Mn 55110	OWNER: Name: Sandra Wegleitner Address: 6808 - 117th St N City, State: Grant 55110 Phone: 651-442-3930 Email:	APPLICANT (IF DIFFERENT THAN OWNER):
DESCRIPTION OF REQUEST: Division of existing 49 acre parcel into a 10 acre parcel with existing home and a 39 acre parcel vacant		
EXISTING SITE CONDITIONS: Currently one existing home and outbuildings.		
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 30; Section 30-9		

Petitioner applicant has contaced Rice Creek Watershed District.
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	CS	MATERIALS
<input type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> ▪ North arrow and scale ▪ Name, address, phone number for owner, developer, surveyor, engineer ▪ Streets within and adjacent to the parcel(s) including driveway access points ▪ Topographic data at two (2) foot contour intervals and steep slopes ▪ Proposed lot sizes (with dimensions) indicating setbacks for newly created lots ▪ Buildable area with acres and square footage identified ▪ Wetland limits (delineation) ▪ Drainage plans ▪ Soil tests for the installation of an on-site septic system

Application for: MINOR SUBDIVISION
City of Grant

	<ul style="list-style-type: none"> ▪ Septic system and well location ▪ Building locations and dimensions with setbacks ▪ Vegetation and landscaping ▪ Wetland Delineation ▪ Shoreland classifications: waterbodies, Ordinance High Water Level, 100 year flood elevation, and bluff line ▪ Name of subdivision with lot and block numbers of property, if platted <p>COPIES: 20 copies (4 sets at 22" x 34" and 16 at 11" x 17" format)</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/> A certificate of survey, by a registered land surveyor for each parcel will be required. The survey must show newly created lots and the original lot, limits of any wetland, one acre of buildable area, and elevation of the building site above any lake, stream, wetland, etc.
<input checked="" type="checkbox"/>	<input type="checkbox"/> Statement acknowledging that you have contacted the other governmental agencies such as Watershed Districts, County departments, State agencies, or others that may have authority over your property for approvals and necessary permits.
<input checked="" type="checkbox"/>	<input type="checkbox"/> Mailing labels with names and address of property owners within 1,320 feet, contact Washington County Surveyor's Office: (651) 430-6875
<input checked="" type="checkbox"/>	<input type="checkbox"/> Minor Subdivision submittal form completed and signed by all necessary parties
<input checked="" type="checkbox"/>	<input type="checkbox"/> Paid Application Fee: \$400
<input checked="" type="checkbox"/>	<input type="checkbox"/> Escrow Paid: \$4,000

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

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

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

Sandra Wegleitner
Signature of Applicant

1-16-18
Date

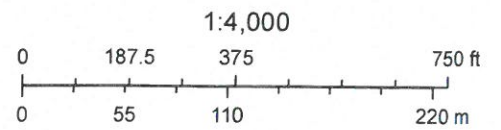
Signature of Owner

Date

Wegleitner Proposed Subdivision Parcel Map



February 13, 2018





Holden Nimmer <hnimmer@swansonhaskamp.com>

Fwd: Minor Subdivision (Grant, MN)

1 message

Mon, Feb 12, 2018 at 3:12 PM

----- Forwarded message -----

From: Carol Hanson <Carol.Hanson@co.washington.mn.us>
Date: Mon, Feb 12, 2018 at 3:03 PM
Subject: RE: Minor Subdivision (Grant, MN)
To: Jennifer Haskamp <jhaskamp@swansonhaskamp.com>
Cc: Ann Pung-Terwedo <Ann.Pung-Terwedo@co.washington.mn.us>

Hi Jennifer,

I am happy to forward you the response I just received from Engineering.

Washington County reviewed the Minor Sub you submitted last week and is acceptable except for the new parcel is 30 acres, which means it could be further subdivided in the future. Adding one new driveway to this flat, straight section of CSAH 7 is acceptable, but will be difficult to approve four new individual driveways. If in the future, this parcel is further subdivided, the County will ask the City find a way to minimize the number access points onto CSAH 7 (new city street, shared driveways, etc.), because several closely-spaced access points could become a potential safety issue.

*Thank You,**Carol*

From: Carol Hanson
Sent: Monday, February 12, 2018 2:35 PM
To: 'Jennifer Haskamp' <jhaskamp@swansonhaskamp.com>
Subject: RE: Minor Subdivision (Grant, MN)

Hi Jennifer,



STAFF REPORT

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

Date: February 27, 2018

RE: Application for Minor Subdivision
6808 117th Street North, Grant, MN

CC: Dave Snyder, City Attorney

From: Jennifer Haskamp, Consulting City Planner

Background

The Applicant and Owner, Sandra Wegleitner, is requesting permission to subdivide the property located at 6808 117th Street North into two (2) parcels that will include one approximately 10-acre lot that will include the existing homestead and accessory buildings, and an approximately 39-acre parcel that will be vacant. There is an existing homestead located on the property.

Public Hearing

A duly noticed public hearing was held on February 20, 2018 at the Planning Commission's regular meeting. One member of the public was in attendance and provided public testimony during the public hearing, and voiced concern regarding any future development of the larger vacant parcel with respect to drainage from adjacent parcels and making sure that drainage patterns would be protected.

After closing the public hearing the planning commission briefly discussed the application and asked staff for clarification regarding drainage. Staff indicated that any future development or construction will be required to follow all setbacks, including those from the wetland and stream/ditch area on site. The planning commission unanimously recommends approval of the minor subdivision to the City Council.

The following staff report is as presented, with modifications noted with ~~strikethrough~~ and underline, to the planning commission for your review and consideration of the subject application.

Project Summary

Owner & Owner:	Sandra Wegleitner
PID:	0603021110001
Address:	6808 117 th Street North
Zoning & Land Use:	A-1
Request:	Minor Subdivision to create two new lots: 10-Acre Lot (existing home and accessory buildings) 39-Acre Lot (vacant)



The Applicant is proposing a Minor Subdivision (lot split) of the existing 49 Acre parcel into two (2) lots; one to include the existing homestead and accessory buildings, and a larger vacant parcel. Based on the application submitted, the larger 39-acre parcel will be vacant, and no new structures are proposed as part of this application. It is unclear from the information submitted whether there is an intent to sell the 39-acre lot for single-family residential uses, or whether there is a different intended purpose of the subdivision. There is an existing homestead located on the subject property that based on the application is intended to remain on the property and is not proposed for any changes, modifications, or alterations as part of this application.

Review Criteria

The City's subdivision ordinance allows for minor subdivisions and lot line adjustments as defined in Section 30-9 and 30-10. The sections of the code that relate to dimensional standards and other zoning considerations are provided for your reference:

Secs. 12-261

Secs. 32-184

Secs. 32-246

Existing Site Conditions

The existing parcel is located north of 117th Street North and is approximately 49 acres. Based on the Applicant's provided survey (Attachment B), the existing parcel's southerly property line extends to the southerly right-of-way line of 117th Street North on the south and includes the traveled portion of the roadway with the extents of the property. The property has approximately 1,040-feet of frontage and is generally regular in shape with a small exception parcel located at the southeast corner of the Subject Property. There is an existing homestead on the parcel located approximately 120-feet to the east of the westerly property line and setback approximately 110-feet from the denoted right-of-way line and is approximately 150-feet from the centerline of the traveled roadway. The existing roadway and right-of-way easement along the property's frontage are fully within the Subject Parcel's boundary as indicated on the survey provided in Attachment B. There is one (1) accessory building on the site with a total square footage of approximately 2,880 square feet. The existing home and accessory building are accessed by a single driveway which provides a connection to 117th Street North. The Exception parcel is approximately three (3) acres and is not part of this review or application except as noted within the density analysis found in subsequent sections of this staff report.

Based on the attached aerial from Washington County GIS (Attachment D), it appears that approximately the southerly two-thirds of the property has been used for agricultural production and that a ditch bisects this area from east to west and extends to adjacent properties. This ditch (or stream) is identified as a wetland per the National Wetland Inventory database. Approximately the northern third of the parcel is heavily vegetated and has not been used for agricultural production. The existing homestead and accessory building are located on the southwesterly corner of the property. Topographically the site slopes high to low from both the northern and southern edges which reinforces the drainage ditch/wetland area and extends to adjacent properties as a drainage way.



Comprehensive Plan Review

The adopted Comprehensive Plan sets a maximum density of 1 unit per 10 acres in the A-1 land use designation. The proposed minor subdivision/lot line rearrangement of the 49 acres results in one additional unit. The original 49 included the adjacent Exception parcel, which when considered collectively would result in three (3) lots on 49 acres, or a proposed gross density of approximately 1 unit per 16 acres. The minor subdivision as proposed meets the density requirements as established in the Comprehensive Plan. Further, the intent of the A-1 land use designation is to promote rural residential uses, and the proposed subdivision is consistent with that objective.

Zoning/Site Review

Dimensional Standards

The following site and zoning requirements in the A-1 district are defined as the following for lot standards and structural setbacks:

Dimension	Standard
Lot Area	5 acres
Lot Width (public street)	300'
Lot Depth	300'
FY Setback – County Road (Centerline)	150'
Side Yard Setback (Interior)	20'
Rear Yard Setback	50'
Maximum Height	35'

Lot Area and Lot Width

The proposed subdivision is depicted on Attachment B: Minor Subdivision. As shown the proposed subdivision would result in newly created Parcel A and Parcel B. The following summary of each created parcel is identified on the table below:

Lot Tabulation:

Parcel	Size	Frontage	Lot Width	Lot Depth
Parcel A	10 Acres	310.31'	310.31'	1,370'
Parcel B	39 Acres	733.53'	733.53'	1,690'

As proposed, both created lots meet the city's dimensional standards for size, frontage, lot width and lot depth.



Setbacks

The existing homestead and accessory structures are located on proposed Parcel A, and are subject to the city's setback requirements given the new configuration of the lots. The existing principal structure is setback approximately 110-feet from the right-of-way line of 117th Street North which is a County road (CR-7). However, the City's ordinance requires that the setback be measured from the centerline of the roadway, and the existing home is setback approximately 150-feet from the centerline of the roadway and therefore meets the city's setback requirement. The existing home will be setback approximately 95-feet from the created easterly property line, 120-feet from the westerly property line, and 1,205-feet from the rear property line. ***As proposed the existing home will meet all setback requirements.***

The accessory building located is setback approximately 25-feet from the proposed easterly property line, 1,045-feet from the northerly property line (rear), and 230-feet from the easterly property line. As proposed, the accessory building will meet all setback requirements.

In addition to lot line setbacks, the City's ordinances require a buffer strip of 50-feet is required around wetlands, lakes and streams and that an additional 10-foot building setback from the buffer is also required. The existing home and accessory building are setback more than 250-feet from the approximate wetland/ditch are per the NWI, and as such meet the City's setback requirements.

The potential configuration of new structures and improvements was not identified on Parcel B. Given the extents of Parcel B there is enough area to site a new home, accessory buildings and other improvements outside of all applicable wetland setbacks. However, if future improvements are proposed that may impact or encroach upon the ditch or potential wetland area as identified on the NWI, then a wetland delineation may be required. ***Staff would recommend including a condition that any future improvements on Parcel A or Parcel B may require completion of a wetland delineation prior to site work or a building permit depending on the proposed location of such improvements.***

Since no new structures are proposed as part of this subdivision, staff would recommend including a condition that all future structures and improvements will be subject to the applicable setback rules and regulations in effect at the time of application.

Access & Driveways

There is an existing driveway that serves home and accessory building on Parcel A, and there is no existing access to proposed Parcel B. As indicated on Survey, there is a proposed new gravel drive to serve any new development on Parcel B that is located approximately 165-feet from the east property line and approximately 570-feet from the proposed west property line. Since the new driveway access and proposed subdivision are located on a County Road, staff forwarded a copy of the proposed application to the County for their review and comment. Washington County reviewed the application and has indicated that they would generally support a new driveway access to proposed Parcel B, and would be required to obtain proper permits for the new driveway. In addition to comment regarding a new driveway access, the County further commented about the potential for Parcel B to subdivide further in the future. While they are generally comfortable with the creation of one new driveway to CR-7, they would not support any additional driveway accesses at this location and would require a shared access solution such as a new city street, shared driveways, etc. (See Attachment C)



Accessory Structures

As previously stated there is one (1) accessory structure on the site which totals approximately 2,880-square feet. The structure will be located on newly created Parcel A, which will be subject to the Accessory Structure standards contained in Section 32-313. On parcels between 9.6 and 14.99 acres, a combined square footage not to exceed 3,000 square feet and no more than four (4) buildings are permitted. The existing accessory building meets the requirements for permitted number and square footage.

Utilities (Septic & Well)

Septic System – Soil Borings

The existing home is served by an individual septic system and private well that will continue to support the structures and uses on Parcel A. Since it is unknown whether the existing homestead and accessory building on Parcel A will remain, or is proposed to be redeveloped, *staff would recommend including a condition that any redevelopment of the parcel with a new, or substantially larger, principal structure may necessitate a new septic system and at such time a septic permit must be obtained from Washington County.*

Soil borings and a septic report were not submitted with this application. Given the large size of the vacant parcel, and existing conditions of the site, staff believes it is likely that a septic system, homestead and well can be constructed on the parcel and meet all necessary setbacks and other applicable requirements. However, since this information was not submitted, staff cannot determine where or in what configuration a septic system and homesite would be located on the property. Since it is winter, it is difficult to have soil borings completed to demonstrate that a soil type would perc and meet all the requirements of the City and Washington County. To demonstrate the buildability of Parcel B, the Applicant will need to submit septic/soil borings to Washington County for their preliminary review. Since a new home is not currently proposed on Parcel B, the review would be conceptual, since a system would not be designed until a home was constructed. *Staff would request the Planning Commission discuss their comfort level in approving the requested lot split without the soil borings given the large size of Parcel B. If the Planning Commission is not comfortable moving forward, then before a subdivision will be approved the Applicant must submit soil borings and preliminary/conceptual review from Washington County Environmental Services supporting the results. If the Planning Commission is comfortable moving forward, then Staff would recommend including a condition that a septic report and borings are required prior to any site work or building permit being issued from the City for Parcel B.*

Wells

There is an existing well on Parcel A that will continue to be used for the property. Since Parcel B is vacant and no home is designed yet the location of a new well has not been identified *Staff would recommend including a condition that if and when a new home is proposed on Parcel B that the appropriate permits to install a well must be obtained prior to the city issuing a building permit, and that such well must be sited to meet all applicable setbacks.*



Other Agency Review

The subject property is located on 117th Street North which is County Road 7, and therefore is subject to Washington County's review and comment.

Additionally, as previously discussed, if and when development or redevelopment of the lots occur proper permits for installation of wells, septic systems, or driveways will be subject to review and approval of the appropriate permitting authorities.

Requested Action

Staff has prepared a draft resolution of approval for your consideration as recommended by the Planning Commission.

Attachments:

Attachment A: Application

Attachment B: Minor Subdivision exhibit, dated 1/8/2018

Attachment C: Washington County Review Confirmation

Attachment D: Washington County Aerial

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2018-05**

**RESOLUTION APPROVING A REQUEST FOR MINOR SUBDIVISION AT
6808 117TH STREET NORTH**

WHEREAS, Sandra Wegleitner (“Applicant”) submitted an application for a Minor Subdivision of the property located at 6808 117th Street North (“Subject Property”) in the City of Grant, Minnesota; and

WHEREAS, the proposed subdivision will create two new lots described as Parcel A and Parcel B on the submitted survey dated January 8, 2018; and

WHEREAS, proposed Parcel A is approximately 10.01 acres and contains an existing principal structure and accessory building; and

WHEREAS, proposed Parcel B is approximately 39.11 acres and is vacant; and

WHEREAS, the Planning Commission has considered the Applicant’s request at a duly noticed Public Hearing which took place on February 20, 2018; and

WHEREAS, on February 20, 2018 the Planning Commission unanimously recommended approval of the Minor Subdivision subject to certain conditions; and

WHEREAS, the City Council has considered the recommendation of the Planning Commission and the Applicant’s request at a regular City Council meeting which took place on March 6, 2018.

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 Sandra Wegleitner for a Minor Subdivision as described in Chapter 30, based upon the following findings pursuant to Section 30-4 of the City’s Subdivision Ordinance. The City Council’s Findings relating to the standards are as follows:

- The minor subdivision and combination will not negatively affect the physical characteristics of the lots or the neighborhood.
- The proposed minor subdivision conforms to the city's comprehensive plan.
- The minor subdivision to create two lots, Parcel A 10.01 acres and Parcel B 39.11 acres, complies with the density requirements of the A-1 land use designation.
- The minor subdivision to create Parcel A and Parcel creates to lots that comply with the A-1 zoning district.
- The minor subdivision will not be detrimental to or endanger the public health, safety or general welfare of the city, its residents, or the existing neighborhood.

FURTHER BE IT RESOLVED that the following conditions of approval of the Minor Subdivision shall be met:

1. Any redevelopment of Parcel B with a new, or substantially larger, principal structure may necessitate a new septic system and at such time a septic permit must be obtained from Washington County prior to the City issuing a building permit.
2. A septic permit must be acquired from Washington County prior to the city issuing a building permit for a principal structure on Parcel A.
3. If and when a new home is proposed on Parcel A the appropriate permits to install a well must be obtained prior the city issuing a building permit.
4. Any new access to Parcel A or Parcel B shall be subject to review and approval of Washington County.
5. The City Attorney shall review and stamp the deeds associated with the created parcels.
6. All escrow amounts shall be brought up to date and kept current.

Adopted by the Grant City Council this 6th day of March 2018.

Jeff Huber, Mayor

State of Minnesota

)

County of Washington) ss.
)

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 _____, 2018 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 _____, 2018.

Kim Points
Clerk
City of Grant



Application Date:	1/5/2018
Fee & Escrow: Covered under Preliminary Plat	

FINAL PLAT

A Final Plat may only be submitted once a Preliminary Plat has been reviewed and approved by the City Council. Unless an extension has been granted by the City Council, the subdivider shall submit an application for Final plat with one (1) year following Preliminary Plat approval. If the final plat is not submitted within a year, and an extension from the City Council has not been obtained, the Preliminary Plat shall be considered void. The final plat is a recorded legal document and must conform to all Minnesota State laws.

PARCEL IDENTIFICATION NO (PIN): See included title work LEGAL DESCRIPTION: See included title work.		ZONING DISTRICT & COMP PLAN LAND USE: Ag1 LOT SIZE: Approx 318 acres
PROJECT ADDRESS: <u>Carlson Farm</u> 11253 75 th St No, Grant, MN <u>Masterman Farm</u> 11601 75 th St No, Grant, MN	OWNER: <u>Carlson Farm</u> Streetcar Holding, Inc; Bob Appert, President; 4084 Oakbrooke Alcove, Eagan, MN 55122 <u>Masterman Farm</u> David Washburn & Margaret Anderson; 225 9th St E; #601, St Paul, MN 55101	APPLICANT (IF DIFFERENT THAN OWNER): Streetcar Holdings, Inc Bob Appert, President 4084 Oakbrooke Alcove Eagan, MN 55122 Ph: 651/454-4297 Email: bappert@redstonebuilders.net
DESCRIPTION OF REQUEST: Approval of Final Plat based on completion of conditional items on Preliminary Plat approval		DATE OF PRELIMINARY PLAT APPROVAL: May 2, 2017
APPLICABLE ZONING CODE SECTION(S): Please review the referenced code section for a detailed description of required submittal documents, and subsequent process. 1. Chapter 30, Division 3., Secs. 30-77 through 30-101		

Submittal Materials

The following materials must be submitted with your application in order to be considered complete. A complete application must be made at least 20 business days prior to the City Council meeting for which you wish to be heard. If you have any questions or concerns regarding the necessary materials please contact the City Planner.

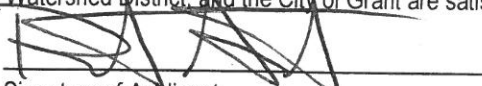
AP – Applicant check list, CS – City Staff check list

AP	CS	MATERIALS
<input type="checkbox"/>	<input type="checkbox"/>	<u>FINAL PLAT</u> The Final Plat shall be prepared by a registered land surveyor and include: <ul style="list-style-type: none"> ▪ Name of proposed subdivision ▪ Address any conditions as applied by the City Council at time of preliminary plat ▪ Legal Description (Lot, Block, Subdivision, PIN) ▪ Property Type, Torrens or Registered (note: if Registered, you must supply the City with the Owner's Duplicate of Title) ▪ Contact person's name, address, email address, telephone and fax numbers COPIES: 10 (3 Full Size, 7 Reproducible copy at 11" x 17")
<input type="checkbox"/>	<input type="checkbox"/>	Date of Preliminary Plat Approval: <u>May 2, 2017</u> Provide a summary of all changes from preliminary plat, if applicable.

Application for: FINAL PLAT
City of Grant

As the construction of the project is completed the Developer understands that periodic inspections of progress on construction shall be conducted by the City's Engineer or designee. The Developer shall be responsible for all costs associated with these inspections.


With submission of the required documents, the Developer agrees with the terms of this application, includes appropriate checks and financial guarantees, agrees there are no outstanding boundary disputes, and that all conditions of Washington County, the ~~Watershed District, and the City~~ of Grant are satisfied.


Signature of Applicant
Date 1/5/2018
BY: ROBERT APPEL
STREET CAR HOLDINGS, INC

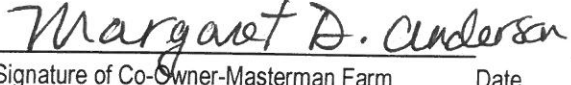
Review and Decision by the City Council. The City Council shall review the application for Final Plat. The City Council is the only body with the authority to make a final determination.

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.


Signature of Owner - Carlson Farm *
Date 1/5/2018


Signature of Co-Owner - Masterman Farm
Date 1/5/2018


Signature of Co-Owner - Masterman Farm
Date 1/5/2018

*Streetcar Holdings, Inc. will close on the purchase of the Carlson Farm on May 1, 2018. The Final Plat will be filed and recorded with the Washington County at the time of the recording of the sale.



STAFF REPORT

TO: Mayor & City Council Members
 Kim Points, City Clerk
 Dave Snyder, City Attorney

Date: February 27, 2018

From: Jennifer Haskamp

RE: Final Plat – White Oaks Savanna
 (Formerly known as Farms of Grant)

Background

The Applicant, Streetcar Holdings, LLC, has applied for a Final Plat of Phase I for the major subdivision that will be known as White Oaks Savanna. The Applicant was granted Preliminary Plat approval of the Project on March 8th, 2017 with conditions as noted within Resolution number 2017-08. During the Preliminary Plat process the proposed subdivision was named The Farms of Grant. Since preliminary review, the Applicant has proposed a different name for the plat, and the subdivision will be known as White Oaks Savanna. For purposes of this review, the Subdivision will be described as “White Oaks Savanna”, though it should be noted that all preliminary plat materials remain labeled and named as The Farms of Grant. The following memo identifies the conditions as identified within the Preliminary Plat, the Applicant’s response to those conditions, and any additional information as submitted and necessary to adequately review and approve the Final Plat Application.

Final Plat Review Process

Per the City’s ordinances, the Final Plat does not require a public hearing or review by the planning commission. The Final Plat is subject to a 60-day review period.

Project Summary

The following summary regarding the Final Plat, and conditions of Preliminary Plat are provided for consideration:

Applicant: Streetcar Holdings, LLC	Site Size: 317.28 Acres
Zoning & Land Use: A-1	Proposed Plat: White Oaks Savanna (fka The Farms of Grant)
General Location: East of CR-17 (Lake Elmo Avenue) and south of CSAH-12 (75 th Street North)	Request: <ul style="list-style-type: none"> • <i>Final Plat Phase I: White Oaks Savanna</i> to plat 19 lots, right-of-way and Outlots C, D, E, F for future



	<p>phases (See Exhibits B and C). Outlots A and B to be considered collectively with no future subdivision.</p> <ul style="list-style-type: none"> • Review Preliminary Plat of 31-lots for compliance with conditions of resolution
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The proposed Subdivision will ultimately create 31 new lots on 317.28 acres located just south of 75th Street North (CSAH-12) and east of Lake Elmo Avenue (CR-17). The existing properties currently make up two farms that have historically been known as the Carlson Farm and the Masterman Farm, and it is the intent that a portion of the historic farmsteads will remain in agricultural uses. As noted, the Applicant has received Preliminary Plat approval for the entire subdivision with conditions as noted. The following staff report will review and consider the consistency of the Final Plat with the Preliminary Plat, provide review and analysis of changes to the Preliminary Plat since the approval, and review the Subdivision and Final Plat for consistency with the City’s adopted ordinances.

The following summary of the proposed Subdivision, changes since the Preliminary Plat and Final Plat of Phase I are provided for your information and consideration:

General Subdivision Summary:

- The subdivision will ultimately create 31 new lots; 30 of the created lots will range in size between 5.01 Acres and 7.73 Acres, and 1 of the lots will contain 115.36 acres which is denoted as Outlot A and Outlot B on the Final Plat (See Exhibit B).
- There is an existing homestead on Outlot A that is proposed to remain and will not be redeveloped as part of this subdivision. Outlot B is vacant. A restrictive covenant will be recorded against both Outlots that allows only one principal structure on Outlot A and Outlot B collectively.
 - The existing homestead (Outlot A and Outlot B) will not be subject to the HOA or its covenants. The right to continue agricultural uses will be protected within the restrictive covenants, the HOA Covenants and will also be declared within the Development Agreement and recorded against the subject properties.
- The 30 “rural residential” lots ultimately created will be a part of a homeowners’ association (HOA) and will be subject to a set of restrictive covenants. The Applicant and Owner indicated that the HOA documents and Covenants would be developed prior to Final Plat approval. A draft of the HOA documents and/or covenants was not provided for this initial review of the Final Plat.
- The Applicant is proposing to phase the subdivision, and this application is for Final Plat of Phase I. The remaining lots as denoted within the Preliminary Plat are designated as Outlot C and Outlot D. (See Exhibits B and C).



- The Applicant is proposing to phase the construction of the new roadway concurrent to platting of adjacent lots. Initially, the new roadway would be constructed to the eastern edge of Block 1 Lot 10, and Block 2 Lot 9 and a temporary cul-de-sac will be constructed to provide a staging area for construction traffic and future homeowners until such time as future phases are constructed. The road will be completed in full as shown on the Final Plat in accordance with subsequent phases of the subdivision.

Final Plat Summary:

- The Final Plat of Phase I will include the full platting of the new road right-of-way. The new curvilinear roadway will connect Lake Elmo Avenue North on the southwestern corner of the site to County Road 12 (75th Street North) on the northeastern corner.
- Additional ROW on Lake Elmo Avenue North and CR-12 were required per Washington County which has been adequately denoted on the Final Plat.
- The Final Plat includes the following:
 - Outlot A, Outlot B: Large Acreage, agricultural parcels that will have one building entitlement collectively
 - Lots 1-10, Block 1: Rural Residential lots on north side of White Oaks Trail
 - Lots 1-9, Block 2: Rural Residential lots on south side of White Oaks Trail
 - Outlot C and Outlot D: Future phases of White Oaks Savanna
 - Outlot E and Outlot F: Stormwater and landscape areas to serve White Oaks Savanna

Preliminary Plat Changes - Summary:

- The proposed White Oaks Trail roadway has been shifted slightly north internal to the site due to requirements of the Browns Creek Watershed District. The shift in the roadway resulted in some of the drainfields being shifted and/or moved. New borings have been submitted where proposed locations were shifted out of similar soil classifications.
- All 31 lots would be served with individual wells and individual septic systems. The Preliminary Plat has identified primary and secondary drainfield locations associated with each of the 30-rural residential lots, which excludes the existing system serving the homestead on Outlot A. The revised/updated Preliminary Plat identifies the new drainfield locations, where applicable.
- The existing properties are bordered by Lake Elmo Avenue North (CR 17) on the western property line, and 75th Street North (CSAH 12) on the northern property line. Both roadways are County Roads and access permits for the new roadway must be coordinated with Washington County. As part of the preliminary plat review process Washington County requested a dedicated right and left turn lane on CR-17 (Lake Elmo Avenue North) to be completed as part of this project and additional ROW as necessary to complete the improvement.



- During the initial review, the Applicant proposed two large agricultural homestead lots as part of The Farms of Grant preliminary plat. The revised Preliminary Plat now combines the two lots into one large agricultural homestead lot identified on the updated Preliminary Plat as Lot 1, Block 1 (approximately 115-acres). This results in one additional rural residential lot but does not alter the density. The 115-acres will be restricted from further development/subdivision.

Review Criteria

Chapter 30, Section 30-77 states that a Final Plat must conform to the approved Preliminary Plat. Any significant modifications to the preliminary plat may require additional review and/or approvals.

Modifications from Preliminary Plat

Road Design and Construction

The road design was modified to comply with conditions of the Brown's Creek Watershed District's permitting process that required increased wetland buffers throughout the Subdivision. The lots that were largely affected by the buffer increase are Lots 2, 3, and 4 of Block 1 and Lots 3, 4, and 5 of Block 2 (See Preliminary Plat in Exhibit B). The increase in buffers resulted in larger unbuildable areas within the affected lots, which subsequently resulted in modifications within these lot areas to allow for suitable buildable areas on each impacted lot. The road design modification resulted in alterations to lot lines and acreages in both Blocks, but did not substantively change or alter the character of the affected lots. The individual lot acreage alterations can be seen in Exhibit E.

While not impacting the road alignment, the Applicant has proposed to phase the construction of the new roadway (White Oaks Trail). As proposed, the road will not be fully constructed in Phase I, but will be constructed to provide access to all lots platted in Phase I. Site grading and road base will be constructed in Phase I, but the base course of bituminous will end near the eastern edge of Lot 10, Block 1 and Lot 9, Block 2 where a temporary cul-de-sac will be constructed. The final wear course of Phase I will not be completed until at least a base course is constructed on the full roadway length. The phasing of the roadway construction is addressed in the draft Development Agreement which is provided in Exhibit H. Additional review and recommendations regarding the roadway are provided by the City Engineer in Exhibit G.

Septic

The increase in the wetland buffers as required by the BCWD also affected the proposed location of several drainfields that would serve the new homes and lots (See Exhibits B and D). As denoted on the Preliminary Plat, Lots 2, 3, 4, 5, 6, 10, and 11 of Block 1 and Lots 3, 4, 5, and 12 of Block 2 were required to shift either the primary or secondary drainfield, or both to gain compliance with the BCWD standards while still meeting the City's standards. The majority of the changes resulted in only minor shifts of the drainfield area within



the same soil series or classification types and thus no new soil borings were required (See Exhibit D). However, there were two lots that were impacted more significantly and thus necessitated new soil borings to demonstrate that a system could function properly given the new constraints imposed on the lots. New soil borings were obtained on Lots 2 and 5 of Block 1 (Boring #: 900, 901, 902, 903, 904, 905, 906, and 907) to demonstrate compliance with ordinance standards. These new boring results are available electronically upon request.

As noted in the Preliminary Plat review, the lots are proposed to be generally custom graded and custom homes will be constructed. Staff understands that the drainfield locations may change based on the final housing design and location. However, since the locations as noted within the Preliminary Plat generally comply with the septic systems, the Applicant should protect these sites during construction if no alternate locations have been identified. Additionally, as stated within the previous staff reports, the Applicant will be required to obtain all septic permits from Washington County prior to obtaining a building permit from the City. This condition has been addressed and included within the draft Development Agreement. Additionally, as noted in subsequent sections of this staff report, the Applicant must provide written correspondence from Washington County stating that preliminary review of the soil borings has been completed and that the information provided demonstrates the newly created lots can support primary and secondary drainfields.

Lot Characteristics

As shown on the updated preliminary plat the lot lines of Lot 15, Block 1 were modified for compliance with the City's subdivision ordinance as required in the preliminary plat approval (Sec.30-107). The northern lot line of Lot 14 of Block 2 was altered, providing a more regular lot shape and now conforms with the subdivision requirements. In the initial application there were two large agricultural lots proposed, that have now been consolidated into one large approximately 115-acre parcel, and a newly created additional rural residential lot. These changes and modifications are shown on the updated Preliminary Plat, as well as the Final Plat (See Exhibit B). In addition to the specific items noted, several lots were slightly modified due to the new roadway shifting north as noted in previous sections. The majority of the impact is due to the increase in required buffer areas which subsequently impacted the buildable area on almost every lot within the subdivision. An updated lot tabulation is found in Exhibit E. While most lots changed slightly, all resulting lots comply with the City's ordinances for lot area, setbacks, buildable area, and dimensions.

Conditions of Preliminary Plat

The following summary of the conditions in the Preliminary Plat approval that require action prior to Final Plat approval is provided for your review and consideration:



- An updated Preliminary Plat, if necessary, and revised Grading and Erosion Control Plans depicting any necessary changes and/or modification shall be submitted for review and approval of city staff within 12-months of Preliminary Plat approval.
 - *Response: The Applicant has submitted a revised and updated Preliminary Plat, which includes Grading and Erosion Control Plans. This staff report reviewed and considered the updated Preliminary Plat. The City Engineer's staff report is provided in Exhibit G.*
- The Applicant shall obtain all necessary stormwater permits from the BCWD and such permits shall be acquired prior to the City granting any Final Plat of the Project.
 - *Response: The Applicant continues to work with the Browns Creek Watershed District (BCWD) to comply with their regulations. A correspondence from the BCWD is provided for your review and consideration in Exhibit F.*
- If the BCWD permitting process results in any substantive changes to the Preliminary Plat then the Applicant may be required to submit a revised Preliminary Plat for review and consideration by both the Planning Commission and City Council.
 - *Response: Staff has reviewed the updated and revised Preliminary Plat that is generally in compliance with the conditions of the BCWD permitting process as noted within Exhibit F. After review, staff does not believe there are any substantive changes that are inconsistent with the approved Preliminary Plat.*
- The Applicant shall obtain an approved wetland delineation prior to any Final Plat of the Project being granted.
 - *Response: The Wetland Delineation Notice of Decision for the site was approved on May 16, 2017. A full copy of the wetland delineation is available upon request, and on file with this application at the City Office.*
- If necessary, a wetland mitigation and replacement plan shall be approved prior to any Final Plat of the Project being granted.
 - *Response: The Applicant will purchase wetland credits to comply with wetland replacement requirements. This should be included as a condition of Final Plat approval.*
- A letter from Washington County Environmental Services shall be provided indicating that the proposed primary and secondary septic sites meet their standards and requirements, and that adequate area exists on each lot to accommodate a septic system. Such letter shall be provided prior to granting any Final Plat of the Project.
 - *Response: At the time of this staff report a letter from Washington County Environmental Services had not been received. A letter should be obtained prior to Final Plat approval.*
- The Applicant will be required to enter into a Development Agreement prior to the City granting any Final Plat of the Project to ensure that the requirements and conditions as set forth herein are complied with, and ensure the installation of the subdivision infrastructure.
 - *Response: A draft Development Agreement is provided in Exhibit H.*
- The Applicant shall obtain all necessary permits for installation of individual wells serving each lot, and such permits shall be obtained prior to the City issuing any Building Permit for such lot.



- *Response: This condition shall be carried forward as a condition within the Development Agreement (Exhibit H).*
- The City Engineer shall identify a preferred construction route to be used throughout construction of the Project. The route shall be agreed to with the Applicant and identified within the Development Agreement.
 - *Response: The City Engineer will provide the appropriate language to the draft Development Agreement.*
- The Applicant shall be allowed to Phase the project as depicted on the exhibit identified as “Phase Plan” and dated 4/10/2017 which shall be incorporated into the Development Agreement.
 - *Response: The proposed phasing of the project is addressed within the Development Agreement.*
- The full public right-of-way of Street A shall be dedicated at time of Phase I Final Plat.
 - *Response: As denoted on Exhibit B, the full ROW for White Oaks Trail is included within Phase I.*
- The Applicant shall obtain access permits from Washington County prior to the City granting any Final Plat of the Subdivision.
 - *Response: Correspondence from Washington County regarding the access has not been received at the time of this staff report. Prior to granting final plat approval, a formal correspondence from Washington County regarding the proposed access and improvements must be submitted for review by the City Engineer (See Exhibit G).*
- The Applicant shall be required to install all necessary improvements to CR 17 and CSAH 12 as agreed to, and conditioned by, Washington County. Such improvements shall be included and addressed within the Development Agreement.
 - *Response: The Applicant has identified improvements to CR 17, as required by Washington County, on Page T1 of the Turn Lane, Removals & Site Plan section of the Plan Set (Exhibit B). The Development Agreement includes requiring the Applicant to construct necessary improvements to CR-17 to obtain proper access permits. At the time of this staff report formal correspondence from Washington County has not been received.*
- The Development Agreement shall include language regarding the Restrictive Covenants affecting Lots 1 and 14, Block 1 with respect to density allocation, and that such properties may not be further subdivided.
 - *Response: Language is provided within the draft Development Agreement. A draft of the Restrictive Covenant has not been provided at the time of this staff report.*
- Site improvements as described within Section 30-194 shall be agreed to and identified within a Development Agreement.
 - *Response: Language is provided within the Development Agreement.*
- The Applicant shall be required to install the trees as identified on the Landscape Screening Plan, and such trees shall be installed with Phase I. The locations of the screening may be coordinated with the adjacent land owner and be placed either on their land or on the Project development site.



- *Response: The screening plan was not included as an exhibit to the submitted documents. The Applicant should provide an updated planting plan to be included as an attachment to the Development Agreement.*
- A street name for the proposed Street A shall be provided prior to granting any Final Plat of the Project.
 - *Response: A street name has been chosen, "White Oaks Trail", and is shown on the Plan Set (Exhibit B).*
- The Applicant shall prepare the Homeowners Association (HOA) documents which shall be reviewed by the City Attorney, at a minimum, and any necessary modifications made prior to Final Plat approval.
 - *Response: A draft of the HOA documents/covenants has not been received at the time of this staff report. A draft of the HOA covenants shall be provided for review by staff prior to executing the Development Agreement and approval of the Final plat.*
- The Applicant shall prepare a Restrictive Covenant for Lot 1 and Lot 17, Block 1 indicating that the properties may not be further subdivided. The City Attorney shall review and approve the restrictive Covenant prior to the City granting any Final Plat of the Project.
 - *Response: A draft of the Restrictive Covenant has not been provided for review. The Applicant shall provide a copy of this covenant for review by the City Attorney.*
- The Restrictive Covenants and Development Agreement shall be recorded at Washington County with the Phase I Final Plat.
 - *Response: This condition will be carried forward as a condition of Final Plat approval.*
- The Applicant shall identify and rope off all septic drainfield areas on the site prior to the City issuing any grading permits on the subject property.
 - *Response: This condition is addressed within the Development Agreement.*
- The Applicant shall be required to obtain all septic permits, based on actual design of a principal structure, prior to the city issuing a building permit.
 - *Response: This condition is addressed within the Development Agreement.*
- The Applicant shall pay all fees and delinquent escrow balances.
 - *Response: This condition will be carried forward as a condition of Final Plat approval.*
- The Applicant shall submit ten (10) copies of the Final Plat no later than one (1) year after the date of approval of the Preliminary Plat (May 2nd, 2018). If no request for extension is submitted, the Preliminary Plat will be considered void, per Section 30-77.
 - *Response: This Application for Final Plat was made in February 2018.*

Final Plat

The submitted Final Plat generally conforms to Preliminary Plat and conditions as identified during the process. The following conditions of Final Plat are provided for your review and considerations:



1. The plat shall comply with the provisions of all state statutes and standard procedures for platting in Washington County.
2. The Applicants shall obtain Final Plat approval from the Washington County Surveyor.
3. Prior to the City's execution of the Final Plat, the Applicant must enter into an agreement with the City for the installation of all required improvements, which shall be referred to as the "Development Agreement."
4. The requirements and conditions of the Development Agreement shall be incorporated as conditions of the City's execution of the Final Plat.
5. The Final Plat shall be recorded within 120 days of approval or the City's approval shall be deemed null and void.
6. The Applicant shall pay all fees and delinquent escrow balances.

Summary and Recommendation

In summary the Applicant has provided the information as conditioned within the Preliminary Plat and has submitted a Final Plat that conforms to the approved Preliminary Plat. Prior to approval of the Final Plat and execution of the Development Agreement staff requests the following clarifications and additional information:

Outstanding Items and Items Requiring Clarification:

- It is unclear why Outlot A and Outlot B are separate. This creates confusion for purposes of the Restrictive Covenant since only one homestead will be allowed on both Outlots combined. Clarification from the Applicant should be provided.
- The screening plan as approved in the initial Preliminary Plat review process shall be provided and included within the plans attached to the Development Agreement.
- Correspondence from Washington County Public Works regarding the access design and construction has not been received at the time of this staff report. Prior to granting Final Plat approval and executing the Development Agreement formal correspondence from Washington County must be received indicating that the improvements are consistent with their permitting requirements.
- A correspondence, either email or review letter, from Washington County Environmental Services indicating preliminary review of the soil borings as suitable locations for primarily and secondary drainfields on each lot must be provided prior to Final Plat approval and execution of the Development Agreement.



- A draft of the HOA covenants must be provided for review by the City Attorney for compliance with city ordinances. The Covenants shall also specifically address permissible agricultural uses on Outlot A and Outlot B as identified on the Final Plat.
- A draft of the Restrictive Covenant on Outlot A and Outlot B must be provided for review and approval by the City attorney.
- Updated title work has been submitted to the City Attorney and is under review.

Attachments

Exhibit A: Application

Exhibit B: Plan Set

Exhibit C: Final Plat Exhibit

Exhibit D: Alternate Septic Location with Soil classification

Exhibit E: Lot Tabulation

Exhibit F: BCWD Correspondence Email

Exhibit G: Engineer's Staff Report

Exhibit H: Draft Development Agreement

Copies of Stormwater Management Plan, Soil Borings, and Septic Test results available electronically

Exhibit E: Revised Preliminary Plat – Lot Area Tabulation

Table I: Block One (1) Lot Total Acreage
Change

Lot #	Preliminary Plat 2017 Acreage	Revised Preliminary Plat 2018 Acreage	Change 2017 - 2018
1	75.38	115.36	39.98
2	7.31	6.96	-0.35
3	6.78	7.41	0.63
4	6.89	7.11	0.22
5	6.52	5.21	-1.31
6	5.93	6.76	0.83
7	5.52	7.27	1.75
8	7.32	5.09	-2.23
9	5.11	5.09	-0.02
10	5.26	5.02	-0.24
11	6.38	6.61	0.23
12	5.19	5.32	0.13
13	5.17	5.62	0.45
14	5.34	5.56	0.22
15	7.28	6.47	-0.81
16	6.03	6.03	0
17	53.08	7.2	-45.88

Table II: Block Two (2) Total Acreage
Change

Lot #	Preliminary Plat 2017 Acreage	Revised Preliminary Plat 2018 Acreage	Change 2017 - 2018
1	5.01	5.01	0
2	5.22	5.09	-0.13
3	5.01	6.44	1.43
4	5	5.05	0.05
5	5	5.15	0.15
6	5.02	5.02	0
7	5.28	5.28	0
8	5.3	5.3	0
9	5.31	5.31	0
10	5.32	5.32	0
11	5.02	5.02	0
12	6.15	6.15	0
13	5.04	5.04	0
14	6.63	6.05	-0.58
Outlot A	0.2	1.07	0.87
Outlot B	0.78	0.44	-0.34

Table III: Block One (1) Lot Net Acreage Change

Lot #	Preliminary Plat 2017 Net Acreage	Preliminary Plat 2018 Net Acreage	Change 2017 - 2018
1			0
2	1.88	1.01	-0.87
3	3.51	3.16	-0.35
4	1.81	1.85	0.04
5	4.92	3.74	-1.18
6	4.39	5.04	0.65
7	4.06	4.69	0.63
8	5.31	5.01	-0.3
9	3.67	3.38	-0.29
10	3.58	2.73	-0.85
11	2.49	1.68	-0.81
12	3.41	2.86	-0.55
13	3.64	3.83	0.19
14	1.25	1.27	0.02
15	5.67	4.67	-1
16	4.52	4.3	-0.22
17	45.48	3.26	-42.22

Table IV: Block Two (2) Lot Net Acreage Change

Lot #	Preliminary Plat 2017 Acreage	Preliminary Plat 2018 Acreage	Change 2017 - 2018
1	5.01	5.01	0
2	5.22	5.09	-0.13
3	5.01	6.44	1.43
4	5	5.05	0.05
5	5	5.15	0.15
6	5.02	5.02	0
7	5.28	5.28	0
8	5.3	5.3	0
9	5.31	5.31	0
10	5.32	5.32	0
11	5.02	5.02	0
12	6.15	6.15	0
13	5.04	5.04	0
14	6.63	6.05	-0.58



Jennifer Haskamp <jhaskamp@swansonhaskamp.com>

BCWD Permit 17-01 Farms of Grant - current status

3 messages

Karen Kill <KKill@mnwcd.org>

Fri, Feb 23, 2018 at 4:49 PM

To: City of Grant <clerk@cityofgrant.us>, Jennifer Haskamp <jhaskamp@swansonhaskamp.com>
 Cc: Bob Appert <bappert@redstonebuilders.net>, "DAVID WASHBURN (redcardfarm@mac.com) (redcardfarm@mac.com)" <redcardfarm@mac.com>, "rfleming@eorinc.com" <rfleming@eorinc.com>, Joe Radach <jradach@carlsonmccain.com>

Dear Kim and Jennifer,

The Brown's Creek Watershed District has been working closely with the developers and engineers for the BCWD permit 17-01 Farms of Grant. The BCWD Board gave conditional approval at the August 9, 2017 Board meeting:

Manager Johnson moved, seconded by Manager Maule Miller, to approve permit application 17-01 Farms of Grant with requested variances with conditions and stipulations listed in the engineers report dated May 22, 2017 for a term of 36 months, and to delegate to the administrator the authority to transfer the permit, in whole or part, to individual home builders, and to approve permit modifications as necessary for deviations from approved plans as long as BCWD rules continue to be met, with the discretion to bring a modification before the managers. Motion carried, vote 5/0.

(full minutes available on our website at http://bcwd.org/vertical/sites/%7B64FB1BEC-A43C-4118-B98E-92A5C0551F17%7D/uploads/080917min_approved.pdf)

Since that Board meeting, the majority of the outstanding engineering conditions have been met. The current status of the conditions have been documented in the attached May 22, 2017 engineer's review. As noted, there are still some final restoration specs, erosion control items, other permitting (NPDES and proof of Grant plat approval), surety, proof of recordation of the declaration for the buffers and stormwater, etc. None of these final items should change the overall plat layout/stormwater management plan design.

Please let me know if you have any questions on the current status. I will keep you posted of the BCWD permitting progress.

Best Regards,

Karen

Karen Kill

Administrator

Brown's Creek Watershed District

455 Hayward Ave N

Oakdale, MN 55128

651-330-8220 x26 (office)

651-331-8316 (cell)

www.bcwd.org

17-01_Conditions Review_20180222.pdf
839K

Bob Appert <bappert@redstonebuilders.net>

Fri, Feb 23, 2018 at 5:10 PM

To: Jennifer Haskamp <jhaskamp@swansonhaskamp.com>
 Cc: David Washburn <redcardfarm@mac.com>

Jennifer, please let me know if the below message from kills will suffice as our letter of support from Brown's Creek. Thank you, have a good weekend!

Sent from my iPhone

Begin forwarded message:



Memorandum

To: *Jennifer Haskamp, City Planner*

From: *Brad Reifsteck, PE, City Engineer
WSB & Associates, Inc.*

Date: *February 26, 2018*

Re: *Farms of Grant - White Oaks Savanna Final Development Plan - Engineering Review*

Submittal:

Engineering review comments were generated from the following submittals:

- The Farms of Grant Plan Sheets, dated January 26, 2018:
 - Farms of Grant - Final Grading_0180126
 - Farms of Grant – Final Street Plans_180126
 - Farms of Grant – Preliminary Plat_180126
- Storm Water Management Report, dated January 20 , 2017
- Report of Geotechnical Explorations, dated January 20, 2017
- BWCD Permit 17-01 Farms of Grant, Conditions Review, dated February 21, 2018

Site Plan Comments:

1. Streets shall conform to the most recent editions of “MnDOT Standard Specifications for Construction.”
2. Roadway subgrade shall be proof rolled, inspected and accepted by the City Engineer prior to placement of class 5 aggregate base. Proof rolled subgrade materials that do not meet these requirements shall be excavated and backfilled as recommended on pages 8 and 9 of the submitted Report of Geotechnical Explorations at no cost to the city.
3. The material used for aggregate base shall meet the specifications of MnDOT 2211.
4. A 50’ minimum intersection radius shall be used on non-residential streets or County Highways.
5. Traffic Signs and devices shall be installed per Minnesota Manual on Uniform Traffic Control Devices for Streets and Highways.
6. The Applicant shall meet all Washington County roadway access requirements at the street intersections with the county’s roadways, including culverts if necessary. County Approved plans for acceleration, bypass or turn lanes must be submitted prior to acceptance and approval.
7. The Applicant shall submit an approved Right-of-Way permit from Washington County for work adjacent to CSAH No. 12 (75th Avenue No.) and CSAH No. 17 (Lake Elmo Ave N.) prior to construction.
8. Follow the attached City of Grant Engineering Guidelines Dated April 2015, for Construction requirements and procedures for developments, pages EG18-EG27.

Developers Agreement:

9. A city Council approved subdivision agreement is recommended for this development. The following items should be addressed within the subdivision agreement.
 - Pond and Storm Sewer Maintenance Responsibilities
 - Cash payment to seal coat the roadway
 - Financial guarantees and warranties
 - Responsibility of costs
 - Record drawings

Stormwater Management Comments:

10. Show emergency overflow routes shall be provided for all basins in addition to the normal pipe outlet. If pipe is installed to provide for an emergency overflow, label it as the emergency overflow.
11. Show or define access routes for maintenance purposes to all manholes, inlets, and/or outlets at ponding areas that are outside of public right of way.
12. Minimum elevation difference from lowest PVI, crest of berm, and lowest ground elevation is required to be at least 1-foot above 100-year HWL.
13. The Applicant shall submit an approved BCWD permit prior to construction.
14. The Applicant shall submit an approved NPDES permit to the City prior to construction.
15. The Applicant shall submit an approved Grading permit from the City of Grant prior to construction.

Should you have any questions or comments regarding the items listed above, please contact me at 763-512-5243.

RETURN TO:
David Snyder
JOHNSON/TURNER LEGAL
12425 55th Street North
Lake Elmo, Minnesota 55042

**CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA
(WHITE OAKS SAVANNA)**

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made this ____ day of _____, 2018 by and between the **CITY OF GRANT**, a municipal corporation and political subdivision organized under the laws of the State of Minnesota (“City”) and **STREETCAR HOLDINGS, LLC**, a Minnesota limited liability company (“Developer”).

RECITALS

WHEREAS, Robert Carlson, David Washburn and Margaret Anderson (the “Owners”) are the fee owner of the real property legally described on Exhibit A attached hereto (the “Property”); and

WHEREAS, on March 16, 2017 a duly noticed public hearing was held by the City of Grant Planning Commission to consider a request for major subdivision of the Property; and

WHEREAS, on April 18, 2017 the Planning Commission unanimously recommended approval of the preliminary plat of the Property to the City Council; and

WHEREAS, by resolution, an executed copy of which is attached to this Agreement as **Exhibit B**, the City Council of the City approved the Developer's proposal for Preliminary Plat with required conditions on May 2, 2017;

WHEREAS, the Owners and the Developer have requested final approval of the plat of White Oaks Savanna; and

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

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

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

AGREEMENT

1. Zoning; Number of Units and Phased Development.
 - a) Subject to execution of this Agreement and recording the Final Plat of White Oaks Savanna, the Property is zoned A-1 Agricultural Large Scale and may be developed with no more than 31 single family dwellings.
 - b) The Developer intends to develop the Subdivision in three phases. The plat of White Oaks Savanna encompasses all of the Property, including the platting of 19 of the 31 lots as the Developer's first phase ("Phase I"). Some of the Outlots within White Oaks Savanna will be replatted in the future to create the remaining 18 lots as identified on the preliminary plat and in accordance with the terms and conditions of the preliminary plat approval (hereinafter individually referred to as a "Phase" and collectively as "Phases").
 - c) This Agreement pertains to all of the Property and will be recorded against the same but certain provisions herein will relate specifically to the 19 lots in Phase I. The City and the Developer shall enter into additional development agreements with each subsequent Phase of the Subdivision which will relate more specifically to the lots and other development matters within each future Phase.

2. Official Controls. The Developer intends to phase development of White Oaks Savanna as market conditions warrant. Preliminary approval was granted for the plat of White Oaks Savanna on May 2, 2017. This Agreement applies to all of the Property and has been negotiated

specifically in connection with the first Phase of the Subdivision. Areas intended for later Phases are platted as Outlots and the Developer intends hereafter periodically to submit other portions of White Oaks Savanna to the City for replat. The City will grant approval of replats for subsequent Phases of the development provided that each Phase is consistent with the terms and conditions of preliminary plat approval of White Oaks Savanna (fka Farms of Grant), and the Plans and conditions established at that time. Final approval of the final Phase of the Subdivision shall be granted no later than June 1, 2028.

3. Right to Proceed. The Developer may not construct public or private improvements or any buildings within the Subdivision until all the following conditions precedent have been satisfied:

- a) The Final Plat of White Oaks Savanna has been filed with Washington County;
- b) This Agreement has been executed by the Developer and the City;
- c) The Developer has filed the Restrictive Covenant and related materials, in a form acceptable to the City Attorney, with Washington County, restricting further development of Outlot A and B;
- d) The required Developer Improvement Security or Letter of Credit (as hereinafter defined) has been received by the City from or on behalf of the Developer;
- e) Final engineering and construction plans in digital form regarding the Developer Improvements (as hereinafter defined) have been submitted by the Developer and approved by the City Engineer;
- f) The Developer has reimbursed the City for all legal, engineering and administrative expenses incurred to date by the City regarding the Subdivision and has deposited with the City the additional inspection escrow required by this Agreement.
- g) The Developer has received all required permits from Washington County to complete the public improvements to County Roads;
- h) The Developer has received all required permits from Brown's Creek Watershed District, Washington County, Minnesota Pollution Control Agency and any other entity having jurisdiction over the Subdivision;
- i) The Developer has secured proper wetland mitigation plan approval, which may include wetland replacement credits as required by the Brown's Creek Watershed District. Evidence of compliance shall be provided prior to performing any site work.
- j) The Developer or the Developer's engineer has initiated and attended a preconstruction meeting with the City Engineer and Staff; and
- k) The City has issued a notice that all conditions precedent have been satisfied and that the Developer may proceed to construct the improvements contemplated by this Agreement.
- l) The Developer has submitted and recorded an approved set of homeowner association governing documents.

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

- a) Survey Monuments
- b) Grading
- c) Pavement
- d) Curb and Gutter (Rural Section)
- e) Drainage Facilities
- f) Miscellaneous Facilities

The Final Plat shall incorporate all recommendations of the City Engineer concerning design and installation of public infrastructure and including grading, erosion control, streets and utilities.

5. Development Plans; Improvements. The Property shall be developed in accordance with the approved Preliminary Plat per Resolution 2017-08. The following plans, specifications and contract documents, original copies of which are on file with the City Engineer, are hereby incorporated by reference into this Agreement and made a part hereof ("Plans"). The Plans and contract documents may be prepared or revised per the recommendations of the City Engineer, after entering into this Agreement, but before commencement of any work on the Property. If changes are made per the recommendation of the City Engineer, the most current and revised Plans shall be incorporated herein. If the Plans vary from the written terms of this Agreement, the written terms shall control. The Plans are:

- a) Plan A – White Oaks Savanna Plat (Phase I)
- b) Plan B – The Farms of Grant Preliminary Plat
- c) Plan C – Grading, Drainage, Erosion Control Plan
- d) Plan D – Storm Sewer and Street Construction Plan
- e) Plan E – Turn Lane Removals, Site Plan, Grading and Grading Plan
- f) Plan F – Phase I Approved Staging and Construction Plan

6. Installation by Developer.

- a) The Developer shall install and pay for the following, hereinafter referred to as the "Developer Improvements":
 - i. Surveying and Staking
 - ii. Surface improvements
 - iii. Storm water improvements, including related pipes, infiltration basins, structures, and other improvement noted within the plan set
 - iv. Setting of lot and block monuments
 - v. Gas, electric, telephone and cable lines
 - vi. Site grading (including grading within what will be the White Oaks Trail public right-of-way) and erosion controls

- vii. Pavement Base Course
- viii. Pavement Wear Course
- ix. Turn lane construction and pavement at CSAH 17
- x. Landscaping
- xi. Other items as necessary to complete the development as stipulated herein or in other agreements.

- b) All work performed by or on behalf of the Developer on or related to the construction of the Developer Improvements shall be performed between the hours of 7:00 a.m. through 8:00 p.m, Monday through Friday and 8:00 a.m. through 5:00 p.m. on Saturday. Work related to construction of the houses within the Subdivision shall be restricted to the same.

7. Time of Performance.

- a) The Developer shall install all required improvements enumerated in Paragraph 4 for Phase I, excluding construction of the White Oaks Trail final wear course, that will serve the Subdivision by December 1, 2018, subject to delays due to inclement weather, casualty, labor strikes, material shortages, or other force majeure not within the Developer's reasonable control. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.
- b) Within 60 days after the completion of the Developer Improvements, the Developer shall supply the City with a complete set of reproducible "as constructed" plans prepared in accordance with City standards and in AutoCAD format based on Washington County coordinates. Stormwater "as constructed" plans shall also be submitted to the City in GIS format compatible with ArcMap 10.3 in the coordinated and with the attributes directed by the City engineer. Iron monuments must be installed in the Subdivision in accordance with state law. The Developer's surveyor shall submit a written notice to the City certifying that the monuments have been installed.
- c) No building permit shall be issued for structures within the Subdivision until adequate street access is available to the lot in question. If building permits are issued prior to the completion of all Developer Improvements serving any lot, the final wear course of bituminous excepted, the Developer assumes all liability and costs resulting in delays in completion of the Developer Improvements and damage to Developer Improvements caused by the Developer, its contractors, subcontractors, materialmen, employees, agents, or third parties. No temporary or permanent certificate of occupancy shall be issued for any structure within the Subdivision until all Developer Improvements that are required for the operation of such structure have been completed, except for the final wear course of bituminous on White Oaks Trail.

8. Streets. The plat of White Oaks Savanna Phase I dedicates public right-of-way for White Oaks Trail to serve the Property from Lake Elmo Road (CSAH-17) to 75th Street North (CSAH 12). The Developer intends to grade, construct ditches, and install the road base for the entire length of the new roadway as part of Phase I. The base course (first lift) of bituminous will be installed to the edge of Phase I, and a temporary cul-de-sac installed. The remainder of the roadway will be paved concurrent to future Phases. That portion of roadway to be paved as part of subsequent Phases will be blocked with temporary blockades, and will not be accessible to through traffic or construction traffic during Phase I. The Developer will be responsible for maintenance, repair and management of the roadway and its construction until the entire roadway is constructed, and final wear course is installed. Once completed, and full roadway including final wear course is completed to the satisfaction of the City Engineer, it shall be deemed a public street.

9. Septic Systems and Wells. The Developer its successors or assigns agree to construct individual septic systems and wells to serve the lots within the Subdivision. All work in constructing the private utilities must comply with all City and state requirements regarding such private utilities.

All lots within the Subdivision must have a primary and alternate septic sits on the lot which meet setback requirements, and which do not interfere with the intended purpose of any drainage and utility or other easement. In no circumstance shall the treatment (absorption) area of the septic system be allowed within any easement. All private wells shall be located on the served lot. The Developer shall be responsible for obtaining proper permits for installation of well and septic, and shall be required to provide evidence of permit approvals prior to the City issuing a building permit on any lot.

10. Stormwater Improvements. The stormwater facilities will be constructed by the Developer in accordance with the Plans and in compliance with all City requirements regarding such improvements. The stormwater facilities include pipes, culverts, infiltration basins and structures shown on the Plans. The City will have drainage and utility easements over the stormwater facilities.

- a) The stormwater facilities serving the Subdivision will remain private and will be maintained by the Developer at its sole expense until taken over by the Homeowners Association (“HOA”). The City does not intend to accept the stormwater facilities as public and does not intend to maintain them.
- b) The Developer intends to assign responsibility to the HOA for the maintenance, repair or replacement of the private stormwater facilities as needed and the HOA documents recorded with Washington County will so require and must be approved by the City.
- c) The HOA shall be responsible for the maintenance repair or replacement of all private stormwater facilities serving the Subdivision. The Developer agrees to inform purchasers of lots within the Subdivision that:

- i. The City does not plan to maintain or pay for maintenance repair or replacement of the stormwater facilities and that the HOA will have primary responsibility for such work;
- ii. The City has the right but not the obligation to perform necessary work upon the failure or refusal by the HOA to do so; and
- iii. If the City performs any work on the stormwater facilities after reasonable notice to the Developer or HOA and the failure of the Developer or HOA to perform the work, the City intends to recover the cost of such work against the lots within the Subdivision.

11. Homeowners' Association. The Developer agrees to establish a homeowners' association (the "HOA"), encompassing all of the Property except for Outlot A and Outlot B. The Developer agrees to record the covenants of the HOA against said land for this purpose, which covenants must be in a form and substance reasonably acceptable to the City. The HOA's covenants shall be filed by the Developer with Washington County prior to any building permits being issued for the Subdivision. The HOA covenants must provide, among other things, for HOA maintenance of the stormwater facilities.

12. Restrictive Development Covenant. The City requires that a restrictive covenant be filed, in a form and substance acceptable to the City Attorney, that prohibits further subdivision of Outlot A and Outlot B and permits only one (1) homestead to be constructed, or that the existing homestead and structures may remain, collectively. Outlot A and Outlot B shall be excluded from HOA unless otherwise specified.

13. City-Installed Public Infrastructure. The City will not be installing any public infrastructure improvements.

14. Security for Developer Improvements. To guarantee compliance with the terms of this Agreement, payment of the costs of all Developer Improvements, and construction of all Developer Improvements, the Developer shall furnish the City with a cash deposit or irrevocable letter of credit from a lender acceptable to the City in the amount of \$_____, which represents 125 percent of the estimated cost of the Developer Improvements as specified in the Plans. The amount of the security was calculated as follows:

	Cost	125%
Roadway and Storm Sewer		
Grading and Erosion Control		
Pond Restoration and Erosion Control Removal		
Survey Monumentation		
Total	\$	\$

Refer to **Exhibit C** for an explanation of each item.

The bank and form of the letter of credit or other security shall be subject to the approval of the

City. The letter of credit shall be automatically renewable until the City releases the developer from responsibility. The letter of credit shall secure compliance with all terms of this Agreement and all obligations of the Developer under it. The City may draw down on the letter of credit without notice if the obligations of the Developer have not been completed as required by this Agreement. In the event of a default under this Agreement by the Developer, the City shall furnish the Developer with written notice by certified mail of Developer's default under the terms of this Agreement. If the Developer does not cure the default within two weeks of receiving notice, the City may draw on the letter of credit and take such steps as it deems necessary to remedy the default. With City approval, the letter of credit may be reduced from time to time as financial obligations are paid and Developer Improvements and other Developer obligations are completed to the City's requirements.

- a) As the Developer completes elements of the Developer Improvements, the City shall reduce the Letter of Credit to an amount roughly equal to 125 percent of the cost of the remaining work, subject to satisfaction of all of the Developer's financial obligations to the City. The Letter of Credit shall be released in full and returned to the Developer within 30 days of (i) completion of all of the Developer Improvements included in the calculation of the Letter of Credit; (ii) satisfaction of all financial obligations by the Developer to the City. Prior to releasing any portion of the Letter of Credit or accepting another letter of credit in replacement, the City shall first be satisfied that all work regarding the Developer Improvements has been completed according to the Plans.
- b) If at any time credible sources within the banking industry publicly report that the bank issuing the Letter of Credit is no longer solvent and the City determines that the bank therefore no longer satisfies the City's requirements regarding solvency, the City shall notify the Developer and the Developer shall provide to the City within 30 days a substitute Letter of Credit from another bank meeting the City's requirements. If within 30 days of notice, the Developer fails to provide the City with a substitute Letter of Credit from an issuing bank satisfactory to the City, the city may draw under the existing Letter of Credit.

15. Grading Plan / Site Grading. In order to construct the Developer Improvements and otherwise prepare the Property for development, the Developer will grade the Property based on the approved Plans and specifications for the Subdivision. All site and other grading must be done in compliance with the Plans, and a Grading Permit must be obtained from the City Engineer prior to performing any site work on the Property. The City may withhold issuance of a building permit for any structure within the Subdivision until the approved certified grading plan is on file with the City and all erosion control measures are in place as reasonably determined by the City. Within 30 days after completion of the grading or such other period acceptable to the City's engineer, the Developer shall provide the City with an "as constructed" grading plan and a certification by a registered land surveyor or engineer.

- a) The Developer will rough grade the Subdivision as part of the Developer Improvements but expects that it will be necessary for builders to custom grade individual lots based on the specific design and location of the homes be

constructed thereon. Each lot will require an individual grading permit for lot development to ensure they are not in conflict with or pose a threat to adjacent parcels.

16. Erosion Control. Prior to site grading, and before any utility construction is commenced or building permits are issued, the erosion control plan shall be implemented, inspected and approved by the City.

- a) All construction regarding the Developer Improvements shall be conditioned in a manner designed to control erosion and in compliance with all City ordinances and other requirements, including the City's current permit with the Minnesota Pollution Control Agency and any subsequent permit regarding its municipal separate storm sewer system program. Following the delivery of reasonable written notice to the Developer, the City may impose reasonable, additional erosion control requirements after the City's initial approval if the City deems such necessary due to imminent risk of uncontrolled erosion. All areas disturbed by the excavation shall be reseeded promptly after the completion of the work in that area unless construction of streets, private utilities, buildings or other improvements is anticipated immediately thereafter. Except as otherwise provided in the erosion control plan, seed shall be provided and a temporary ground cover shall be installed as rapidly as possible. All seeded areas shall be mulched and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion.
- b) If the Developer does not comply with the erosion control plan and schedule or supplementary instructions issued by the City, the City may take such action as it deems reasonable and appropriate to control erosion based on the urgency of the situation. The City agrees to provide reasonable notice to the Developer in advance of any proposed action, including notice by telephone or email in the case of emergencies, but limited notice by the City when emergency conditions so require will not affect the Developer's obligations or the City's rights hereunder.
- c) The Developer agrees to reimburse the City for all reasonable out-of-pocket expenses it incurs in connection with any action it takes to control erosion. No grading or construction of the Developer Improvements will be allowed and no building permits will be issued within the Subdivision unless the Developer is in full compliance with the Developer's responsibilities to comply with the erosion control requirements provided herein. The erosion control measures specified in the Plans or otherwise required within the Property shall be binding on the Developer and its successors and assigns.

17. Ownership of Improvements. Upon completion and written City acceptance of the work and construction required by this Agreement, the Developer Improvements lying within public rights-of-way and easements shall become City property without further notice or action unless the

improvements are specifically identified herein as private infrastructure or otherwise expressly identified for HOA control.

18. Warranty. The Developer warrants all work required to be performed by it against poor material and faulty workmanship for a period of two years after its completion and acceptance by the City or such longer period as specified in plans and specifications prepared by the City Engineer for Developer Improvements that are public improvements.

19. Responsibility for Costs. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the Subject Property including, but not limited to, Soil and Water Conservation District charges, legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the subdivision and the plat, the preparation of this Agreement and any amendments hereto, and all costs and expenses incurred by the City in monitoring and inspecting the development of the Property.

- a) The Developer shall hold the City and its officers and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat or subdivision approval and development of the Subject Property, except for any costs or expenses arising from the negligence or other wrongful acts or omissions of the City, its agents, employees or contractors. The Developer shall indemnify the City and its officers and employees for all costs, damages or expenses that the City may pay or incur in consequence of such claims, including attorney's fees.

20. The Developer shall reimburse the City for costs incurred in the preparation and enforcement of this Agreement, including engineering and attorney's fees. The estimated City fees of \$ _____ shall be deposited with the City at the time this Agreement is signed, and represent the following estimates:

Construction Inspection Fees (estimate)
Attorney Fees (estimate)
5% City Administrative Fees (estimate)
Roadway Seal Coating
\$ Total

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

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

23. Building Permits. Approvals granted to date by the City regarding the Subdivision do not include approval of a building permit for any structure within the Subdivision. The Developer or its successor or assigns must submit and the City must approve building plans prior to approval of a building permit for a structure on any lot within the Subdivision. All building pads must be certified prior to initiation of construction of a home on a lot. The Developer or the party applying for a building permit shall be responsible for payment of the customary fees associated with the building permit.

- a) No occupancy permits shall be issued until:
 - i. The site grading is completed and approved by the City.
 - ii. All public utilities are tested, approved by the City Engineer, and in service.
 - iii. The first lift of bituminous is in place and approved by the City.
 - iv. All building permit fees are paid in full.
 - v. No early building permits will be issued.
- b) The Developer, in executing this Agreement, assumes all liability and costs for damage or delays incurred by the City in the construction of public improvements caused by the Developer, its employees, contractors, subcontractors, material men or agents. No occupancy permits shall be issued until the public streets and utilities are in and approved by the City (excluding the final wear course of bituminous), unless otherwise authorized in writing by the City Engineer.

24. License. The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the subject Property to perform all work and inspections deemed appropriate by the City. Such license shall terminate as to all single-family residential lots within the subject Property upon acceptance by the City of the public infrastructure improvements.

25. Insurance. The Developer agrees to take out and maintain or cause to be taken out and maintained until six months after the City has accepted the Developer Improvements located within public right-of-way, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Liability limits shall not be less than \$500,000 when the claim is one for death by wrongful act or omission or for any other claim and \$1,500,000 for any number of claims arising out of a single occurrence. The City shall be named as an additional insured on the policy. The certificate of insurance shall provide that the City must be given the same advance written notice of the cancellation of the insurance as is afforded to the Developer.

26. Record Drawings. At project completion, Developer shall submit record

drawings of all public and private infrastructure improvements. No securities will be fully released until all record drawings have been submitted and accepted by the City Engineer.

27. Developer's Default. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given notice of the work in default, not less than 48 hours in advance. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, draw on the letter of credit or other security described in this Agreement, or levy the cost in whole or in part as a special assessment against the Subject Property. Developer waives its rights to notice of hearing and hearing on such assessments and its right to appeal such assessments pursuant to Minnesota Statutes, Section 429.081.

28. Assignment. The Developer may not assign this Agreement without the prior written permission of the City, which consent shall not be unreasonably withheld, conditioned or denied.

29. Notices. Any notice or correspondence to be given under this Agreement shall be deemed to be given if delivered personally or sent by United States certified or registered mail, postage prepaid, return receipt requested:

a) As to Developer: Bob Appert
Streetcar Holdings
4084 Oakbrook Alcove
Eagan, MN 55112

With a copy to:

b) As to City: City of Grant
Attn: City Administrator/Clerk
PO Box 577
Willernie, MN 55090

With a copy to: David Snyder
Johnson Turner Legal
56 E. Broadway Ave., Suite 206
Forest Lake, MN 55025

Or at such other address as either party may from time to time notify the other in writing in accordance with this section. The Developer shall promptly notify the City if there is any change in

its name or address.

30. Estoppel Certificate; Partial Release. The City agrees at any time, and from time to time, within 10 business days after receipt of written request by the Developer, a lender or a party purchasing any portion of the Property (including a residential lot), to execute, acknowledge and deliver a certification in writing and in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments certifying:

- a) That this Agreement is unmodified and in full force and effect, or if there have been modifications, the identification of such modifications and the same are in full force and effect as modified;
- b) That no party is in default under any provisions of this Agreement or, if there has been a default, the nature of such default;
- c) That all Developer Improvements to be constructed under this Agreement have been constructed, or, if not, specifying the Developer improvements yet to be constructed; and
- d) As to any other matter that the requesting party shall reasonably request. It is intended that any such statement may be relied upon by any person, prospective mortgagee of, or assignee of any mortgage, upon such interest. Any such statement on behalf of the City may be executed by the City Clerk without City Council approval.

Following completion of the Developer Improvements and at the written request of the developer, a lender or a party purchasing any portion of the Property (including a residential lot), the City agrees to execute a certification in writing releasing the lot from the Developer's obligation under this Agreement. Such certification shall not release the lot from any obligations to the HOA, or any other ongoing obligations regarding the Subdivision.

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

32. Miscellaneous.

- a) The Developer represents to the City that the development of the Property, the Subdivision and the plat comply with all city, county, metropolitan, state and federal laws and regulations including, but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the Subdivision, or the plat, or the development of the subject Property does not comply, the City may, at its option, refuse to allow construction or development work on the subject Property until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

- b) Third parties shall have no recourse against the City under this Agreement.
- c) Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including lots sold to third parties.
- d) If any portion, section, subsection, sentence, clause, paragraph or phase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- e) If building permits are issued prior to the completion and acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, the Developer, its contractors, subcontractors, material men, employees, agents or third parties.
- f) The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- g) This Agreement shall run with the land and may be recorded against the title to the subject Property. The Developer shall take such steps, including execution of amendments to this Agreement, as are necessary to effect the recording hereof. After the Developer has completed the work required of it under this Agreement, at the Developer's request, the City will execute and deliver to the Developer a release.
- h) Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so exciting may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.
- i) The Developer may not assign this Agreement without the written permission of the City Council.

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

LEGAL DESCRIPTION OF PROPERTY

SEE ATTACHED.

DRAFT

EXHIBIT B

CITY COUNCIL RESOLUTION

SEE ATTACHED.

DRAFT

EXHIBIT C

LETTER OF CREDIT REQUIREMENTS

The following clarifies the various portions of the Letter of Credit for Developer Improvements that are outlined in the Subdivision Agreement:

Grading & Erosion Control – A restoration and erosion control bond to ensure re-vegetation and erosion control (\$3,500/acre). Note: The minimum bond amount is set at \$10,000.

Pond Restoration/Erosion Control Removal – A security to allow for cleaning of sedimentation ponds prior to City acceptance, and removal of any installed erosion control measures such as silt fence and wood fiber blanket following development of 75 percent of adjoining lots (estimated lump sum).

Survey Monumentation – An amount equal to 125% of the cost to monument all lots within the development.

Letter of Credit for Developer Improvements

No.	Item	Cost	125%	Calculation
1	Roadway (Surface) and Storm Sewer Improvements	\$	\$	
2	Grading and Erosion Control	\$	\$	\$3500/acre x 3.28 acres
3	Pond Restoration and Erosion Control Removal	\$	\$	Minimum \$10,000
4	Survey Monumentation	\$	\$	\$500/lot x 8 lots
	Total	\$	\$ 0	

City Fees (due with signed agreement)

No.	Item	Cost	Calculation
1	Construction Inspection	\$	5% of Estimated Construction Cost
2	Attorney Fees	\$	Estimate
3	5% City Administrative Fees	\$	5% of Estimated Construction Cost
4	Seal Coating	\$	\$1.70/SY x 3920 SY
	Total	\$	

Discussion items for March

3 M lawsuit settlement for East Metro pollution
Pioneer Press article
Amend 32.245 to include:

A hydro vac is a device using hydraulic water pressure to loosen soil and then vacuum up residual slurry into a truck which hauls it away to be deposited in the appropriate landfill. Because they are used in both utility excavation and Hazardous Waste spills, such as the 21,000 gallon gas spill that recently occurred in Eagan they need to be regulated.

AMENDED CHANGE 32.245

The discharge of a hydro vac vehicle is not allowed in Grant because the city relies on individual wells for its water source. Discharges such as these will not be allowed in Grant. Penalties for discharges will start at \$1000 and triple each incident thereafter.



'THE WANT FOR THE PUCK'

Centennial's Gabbie Hughes is our East Metro girls hockey player of the year

SPORTS, 1B

Skier Vonn wins bronze medal in Olympic downhill competition

SPORTS, 1B

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WEDNESDAY

> CLASSIFIED, PAGE 6C ★ FEBRUARY 21, 2018

State, 3M settle lawsuit

\$850M agreement comes on first day of trial over water pollution

By Bob Shaw
bshaw@pioneerpress.com

A \$5 billion water-pollution lawsuit, which pitted 3M Co. against Minnesota's attorney general, ended on the day it was supposed to go to trial Tuesday.

In a surprise settlement, 3M agreed to give \$850 million to the

state for water-quality programs in the east metro.

"This money is dedicated to fixing the problem," said Attorney General Lori Swanson at a news conference in Minneapolis. "This was hard-fought litigation."

The money will help remedy water-pollution problems of private well owners and cities —

including Cottage Grove, which already spent millions on new city wells.

In a prepared statement, Gov. Mark Dayton congratulated Swanson on the settlement.

He also commented about the impact on 3M, which is headquartered in Maplewood.

"I am also mindful that this

settlement comes at the expense of a great Minnesota company, 3M, whose many positive contributions to our state and our citizens greatly exceed these unfortunate circumstances."

The settlement ended what would have been one of the biggest environmental lawsuits in U.S. history. The trial was scheduled to begin Tuesday with

3M LAWSUIT, 6A

President moves to ban bump stocks

Gun-control action follows the deadly



BOB SHAW / PIONEER PRESS

Minnesota Attorney General Lori Swanson speaks with reporters Tuesday after the state settled a \$5 billion water-pollution lawsuit with 3M Co. The settlement came the same day the trial was to begin in Hennepin County District Court.

CONTINUED FROM 1A

> 3M lawsuit

jury selection.

EIGHT YEARS IN THE MAKING

The 8-year-old lawsuit — filed by the attorney general and the commissioners of the Minnesota Pollution Control Agency and the Minnesota Department of Natural Resources — charged 3M with damaging the environment by releasing chemicals into groundwater of Washington County. 3M made the perfluorochemicals, or PFCs, in its plant in Cottage Grove for use in nonstick cookware, fire extinguishers and stain repellent.

3M says it legally disposed of the chemicals in dumpsites, a practice ending in the 1970s. In 2004, traces of the chemicals were discovered in the drinking water of 67,000 people in Lake Elmo, Oakdale, Woodbury and Cottage Grove. Traces of the chemicals have been found in people and animals around the world.

In Minnesota, the chemicals initially caused alarm, because large doses of the perfluorochemicals can cause cancer, birth defects and thyroid problems in laboratory animals. But 3M argued that no health effect to humans has ever been proven, and the parts-per-tril-

lion amounts in groundwater couldn't hurt people or the environment.

STATE AGENCIES AT ODDS

The state Health Department bolstered that argument.

In 2007, 2015 and 2018, it surveyed health records in the cities affected by the pollution. Despite an exposure of more than 30 years, the chemicals caused no increase in the rates of cancer and low birth-weight babies.

The department's findings contradicted a witness for the attorney general, who was expected to testify that the pollution caused cancer and other health problems in Oakdale.

Because of the latest Health Department report released on Feb. 7, Hennepin County District Judge Kevin Burke granted a request by 3M to delay the trial by a week to give 3M time to incorporate the findings into its legal arguments.

ACCUSATIONS LOBBED

The Health Department report apparently didn't sit well with Swanson. In a statement Tuesday, she said the department's report "tried to blindsides" the lawsuit on the eve of the trial.

"The swamp that was referred to in the last election is not limited to Washington," her statement read. "We have

our own problems in Minnesota with regulatory agencies that are captive to the industries that they are supposed to regulate."

On Tuesday, the Health Department responded.

"The Attorney General's comments are inaccurate and disappointing," said spokesman Michael Schommer in an email. "We based our information on the best scientific information available, without favor or prejudice."

WHAT ABOUT THE WATER?

The settlement did not resolve a central question in the lawsuit: Do the traces of the pollutants make people sick?

John Banovetz, 3M's senior vice president of research and development, addressed that question in a prepared statement: "While we have never believed there is a PFC-related health issue, this agreement allows us to move past this litigation and work together with the state on activities and projects to benefit the environment and our communities."

3M spent more than \$100 million removing the chemicals from groundwater, putting filters into city water systems and private homes, and paying other cleanup expenses.

3M stopped making two types of PFCs in 2002, even though other companies continued making them.

City Council Report for January 2018

Date: January 31,2018

To: Honorable Mayor & City Council Members

From: Jack Kramer Building Official

Zoning Enforcement:

No new violations to report.

Building Permit Activity:

Fifteen (15) Building Permits were issued for a total valuation of \$ 123,788.25.

Respectfully submitted,

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

Jack Kramer

Building & Code Enforcement Official

Grant Master Form									
Permit	Permit Type	Name	Project Address	Date Issued	Valuation:	City Fee:	75%	Plan CK Fee:	
2018-1	Re-Roof	Lafence	10475-110th. St. N.	1/3/2018	\$ 5,000.00	\$ 111.25	\$ 83.43	\$ -	
2018-2	Windows	Erickson	9600 Keswick Ave. N.	1/4/2018	\$ 4,500.00	\$ 111.25	\$ 83.43	\$ -	
2018-3	Plumbing	Loudas	10163-67th. St. N.	1/11/2018	N/A	\$ 80.00	\$ 60.00	\$ -	
2018-4	HVAC	Nelson	9460 Keswick Ave. N.	1/12/2018	N/A	\$ 80.00	\$ 60.00	\$ -	
2018-5	Remod Shop	Dengler	8250 Lake Elmo Ave.	1/17/2018	\$ 15,000.00	\$ 251.25	\$ 188.43	\$ -	
2018-6	Plumbing	Benson	11655 Lansing Ave.	1/18/2018	N/A	\$ 80.00	\$ 60.00	\$ 163.31	
2018-7	HVAC	Benson	11655 Lansing Ave.	1/18/2018	N/A	\$ 80.00	\$ 60.00	\$ -	
2018-8	Plumbing	Wingert	9869 Hidden Glade	1/18/2018	N/A	\$ 80.00	\$ 60.00	\$ -	
2018-9	HVAC	Hennessy	11105 Ideal Ave.	1/18/2018	N/A	\$ 80.00	\$ 60.00	\$ -	
2018-10	Chimney Liner	Reinke	10310 Jody Ave. N.	1/18/2018	\$ 6,828.25	\$ 80.00	\$ 60.00	\$ -	
2018-11	HVAC	Prescott	10481 Joliet Ave. N.	1/20/2018	N/A	\$ 139.25	\$ 104.43	\$ -	
2018-12	Re-Siding	Schultz	6920 Jamaca Ave. N.	1/29/2018	\$ 25,000.00	\$ 80.00	\$ 60.00	\$ -	
2018-13	Pole Bldg	Guertin	6380 Lake Elmo Ave.	1/31/2018	\$ 43,660.00	\$ 391.75	\$ 293.81	\$ -	
2018-14	Re-Siding	Anderson	11750-80th. St. N.	2/1/2018	\$ 18,000.00	\$ 583.65	\$ 437.73	\$ 379.37	
2018-15	Windows	Willaert	11500 Jasmine Trl. N.	2/8/2018	\$ 5,800.00	\$ 293.25	\$ 219.93	\$ -	
Monthly total					\$ 123,788.25	\$ 2,566.90	\$ 1,925.12	\$ 542.68	