

**City of Grant
City Council Agenda
May 1, 2018
(Revised)**

The regular monthly meeting of the Grant City Council will be called to order at 7:00 o'clock p.m. on Tuesday, May 1, 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. April 3, 2018 City Council Meeting Minutes
- B. April 2018 Bill List, \$56,504.97
- C. Cooperative Agreement, Traffic Signal at CSAH 15 and Liberty Avenue
- D. Cooperative Agreement, Traffic Signal at CSAH 15 and CSAH 12

E. Cooperative Agreement, Traffic Signal at CSAH 15 and Settlers Way

5. **STAFF AGENDA ITEMS**

A. City Engineer, Brad Reifsteck

i. Consideration of Resolution No. 2018-08, Accepting Bids and Awarding Construction Contract for the 65th Street Roadway Improvements

ii. Consideration of 2018 Roadway Maintenance, Authorization for Bids

iii. Consideration of 2018 Special Roads Projects, Authorization for Bids

iv. Consideration of CSAH 15 & 80th Street Cooperative Agreement

B. City Planner, Jennifer Haskamp (no action items)

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

6. **NEW BUSINESS**

A. Consideration of IT Policy Revision, Administrator/Clerk

B. Consideration of Policy Procedure Revision, Administrator/Clerk

C. Consideration of Resolution No. 2018-09, Extension of Comprehensive Plan, Administrator/Clerk

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 MAY 2 THROUGH MAY 31 2018:**

Mahtomedi Public Schools Board Meeting, Thursday, May 10th and 24th, Mahtomedi District Education Center, 7:00 p.m.

Stillwater Public Schools Board Meeting, Thursday, May 10th, Stillwater City Hall, 7:00 p.m.

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

10. **ADJOURNMENT**

CITY OF GRANT
MINUTES

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DATE : April 3, 2018
TIME STARTED : 7:02 p.m.
TIME ENDED : 8:25 p.m.
MEMBERS PRESENT : Councilmember Carr, Kaup, Sederstrom
Lanoux and Mayor Huber
MEMBERS ABSENT : None

Staff members present: City Attorney, Dave Snyder; City Planner, Jennifer Swanson; City Treasurer, Sharon Schwarze; and Administrator/Clerk, Kim Points

CALL TO ORDER

The meeting was called to order at 7:02 p.m.

PUBLIC INPUT

There were no public comments.

PLEDGE OF ALLEGIANCE

SETTING THE AGENDA

Council Member Lanoux moved to approve the agenda with the addition of Road Policy and 3M Lawsuit. Council Member Sederstrom seconded the motion.

Mayor Huber advised the motion is out of order.

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

March 6, 2018 City Council Meeting Minutes	Approved
March 2018 Bill List, \$66,473.49	Approved
City of Mahtomedi, 1 st Quarter Fire Contract, \$34,317.00	Approved
Resolution No. 2018-09, Commentary Policy	Approved

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

5
6 City Attorney Snyder advised the meeting is going to be adjourned if the outbursts by Council
7 continue. He requested a five minute recess.

8
9 Mayor Huber called for a five minute recess at 7:08 p.m.

10
11 Mayor Huber called the meeting back to order at 7:10 p.m.

12
13 **STAFF AGENDA ITEMS**

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15 **City Engineer, Brad Reifsteck**

16
17 **Consideration of Resolution No. 2018-04, Support of Application to Request funding from the**
18 **Minnesota Department of Transportation, 2018 Corridors of Commerce Solicitation** – Staff
19 advised the County is in the process of studying improvements for a new grade separated Interchange
20 at the Intersection of TH 36 & CSAH 15.

21
22 Washington County is seeking local support from the City of Grant as part of the application
23 submittal to MnDOT for funding through the 2018 Corridors of Commerce Solicitation process.

24
25 **Council Member Carr moved to adopt Resolution No. 2018-04, as presented. Council Member**
26 **Lanoux seconded the motion. Motion carried unanimously.**

27
28 **City Planner, Jennifer Swanson**

29
30 **Consideration of Resolution No. 2018-06, White Oak Savanna (FOG) Final Plat** – City Planner
31 Swanson advised at the regular March meeting staff presented a full review regarding the requested
32 Final Plat of the White Oaks Savana major subdivision. At the meeting, Staff identified a few
33 outstanding items that the Developer needed to address before the regular April City Council meeting,
34 most of which were related to the Development Agreement, and Restrictive Covenants (HOA as well
35 as development restrictions of Outlot A and Outlot B).

36
37 Since the few items that remain did not affect the plan set, staff has not provided a full review of the
38 Final Plat in this staff report. If the City Council would like to review any information regarding the
39 Final Plat plan set, please refer to the staff report, and plan set provided for the March 2018 City
40 Council Meeting.

41
42 Final Plat Summary:

- 1 • The Final Plat of Phase I will include the full platting of the new road right-of-way. The new
2 curvilinear roadway will connect Lake Elmo Avenue North on the southwestern corner of the
3 site to County Road 12 (75th Street North) on the northeastern corner.

- 4 • Additional ROW on Lake Elmo Avenue North and CR-12 were required per Washington
5 County which has been adequately denoted on the Final Plat.

- 6 • The Final Plat includes the following:
7
 - 8 ○ Outlot A, Outlot B: Large Acreage, agricultural parcels that will have one building
9 entitlement collectively
 - 10 ○ Lots 1-10, Block 1: Rural Residential lots on north side of White Oaks Trail
 - 11 ○ Lots 1-9, Block 2: Rural Residential lots on south side of White Oaks Trail
 - 12 ○ Outlot C and Outlot D: Future phases of Wite Oaks Savanna
 - 13 ○ Outlot E and Outlot F: Stormwater and landscape areas to serve With Oaks Savanna

14
15 **Development Agreement**

16
17 A draft Development Agreement (DA) was provided to the City Council in March, and City Staff
18 continues to work through the agreement with the Developer and the Developer’s Attorney. Staff
19 believes we are close to a final draft but have a few more items to work through with the Developer.
20 A final draft of the DA is anticipated to be complete by the end of this week (March 30, 2018). Once
21 a final draft, acceptable to the City Attorney, is complete it will be emailed to the City Council for
22 review. Hard copies of the agreement will be brought to the City Council meeting on Tuesday.
23

24 **Response Regarding Outstanding Items**

25
26 Since the March meeting, staff has been working with the Applicant to address the items identified in
27 the March Staff report as “Outstanding Items.” The following summary is provided to the City
28 Council to assist with your review and consideration:
29

- 30 • It is unclear why Outlot A and Outlot B are separate. This creates confusion for purposes of
31 the Restrictive Covenant since only one homestead will be allowed on both Outlots combined.
32 Clarification from the Applicant should be provided.

33
34 *The City Attorney is working with the Developer’s Attorney to clarify the purpose of having*
35 *the two individual Outlots. Information regarding this item will be forwarded to the City*
36 *Council by end the end of the week, or March 30, 2018. At this time, staff does not have any*
37 *concerns regarding this item provided the restrictive covenant clearly defines the entitlement*
38 *of Outlot A and Outlot B.*
39

- 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.

The Developer has provided a copy of this Exhibit for inclusion in the Plan Set.

- 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.

Washington County has communicated that they will continue to work with the Applicant/Developer for permitting of the access. They have stated that it appears that adequate ROW has been dedicated as requested; but that design review should be handled outside of the Final Plat process (their comments from the Preliminary Plat are their formal response). As a result, staff would recommend including a condition that proper access permits must be obtained from Washington County prior to the commencement of any site work.

- 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.

This has been provided, and all lots preliminary borings have been reviewed.

- 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.

The City Attorney continues to work through this item with the Developer's Attorney. A draft of the HOA covenants have been provided and are under review. Staff will provide a verbal update at the City Council meeting, but at this time staff does not believe there are any concerns regarding the covenants.

- A draft of the Restrictive Covenant on Outlot A and Outlot B must be provided for review and approval by the City attorney.

A draft of the Restrictive Covenant has not be provided. The City Attorney continues to work with the Developer's Attorney to provide an acceptable covenant that can be recorded against the subject Outlots. Staff will provide an update at the City Council meeting regarding this item.

- 1 • Updated title work has been submitted to the City Attorney and is under review.

2 *The City Attorney continues to review the updated title work.*

3
4 **Council Member Lanoux moved to adopt Resolution No. 2018-06, as presented. Council**
5 **Member Sederstrom seconded the motion.**

6
7 City Planner Swanson referred to the proposed covenants and advised the City is not a party to those.
8 The City does review to ensure compliance with City ordinances. There is a separate tool for keeping
9 the outlots and those restrictions are recorded.

10
11 City Attorney Snyder advised the Association would need written consent from the City to change the
12 covenants. There is also language included that bolsters the City and indicates the property cannot be
13 subdivided any further.

14
15 City Planner Swanson added the final plat has the name of White Oaks Trail and the streets will be
16 named after that.

17
18 **Motion carried unanimously.**

19
20 **Consideration of Resolution No. 2018-07, Minor Subdivision Application, 11425 & 11335**

21 **Grenelefe Avenue N** – City Planner Swanson advised the Applicant Matt Owen on behalf of the
22 Owners, Steve and Barb Cossack, is requesting a lot line rearrangement of the properties located at
23 11425 and 11335 Grenelefe Avenue North. The requested arrangement will transfer approximately
24 14.28 acres of land from 11425 to 11335 Grenelefe Avenue and will **not create any additional lots.**

25
26 **Public Hearing and Planning Commission Recommendation**

27
28 The Planning Commission held a duly noticed public hearing on March 20, 2018. Several members
29 of the public provided testimony regarding minor subdivision, and most voiced opposition to the
30 request. Their comments are summarized as follows:

- 31 • Concern regarding increasing the number of lots in the subdivision; this should not be
32 permitted.
33 • There are covenants that control the Northridge Acres subdivision, and the Applicant and/or
34 Owner should follow the process established within the Covenants

35
36 After public testimony, staff presentation and comments from the Applicant the Planning
37 Commission discussed the subject request. After deliberation, the Planning Commission
38 recommended unanimous approval of the proposed subdivision.

39
40 *Response to Comments at Public Hearing*

- 41
42 • The proposed lot line rearrangement does **not** create additional lots. The configuration of two
43 existing lots is changed, but no new principal building entitlement is created. Additionally,
44 there is no change to the density of the two lots or the overall Northridge Acres subdivision.

- The covenants associated with the Northridge Acres subdivision are private homeowner restrictions, and the City is not a party to them nor can we enforce their terms. The City is required to process the request according to our subdivision and zoning standards.

The following staff report is generally as presented to the Planning Commission, and is provided for your review and consideration of the subject application

Project Summary

Applicant & Owner:	Matt Owen (Applicant on behalf of Owners) Steve & Barb Cossack (Owners)
PID:	0603021410001, 0603021420005
Address:	11425 & 11335 Grenelefe Avenue North
Zoning & Land Use:	A-1 & A-2
Request:	Lot Line Rearrangement (Minor Subdivision) to transfer approximately 14.28 acres from Parcel B creating a larger Parcel A. (see survey)

The Applicant is proposing a lot line rearrangement that will transfer approximately 14.28 acres of land from Parcel B (11425 Grenelefe) to Parcel A (11335 Grenelefe) result in two lots each in excess of 20-acres (See attached survey). No description was provided with respect to the intent or reason for the lot line rearrangement, and no details were provided within respect to any proposed improvements to either lot. There are no new structures included or proposed as part of this application; however, based on previous discussions with the Applicant the intent is to eventually build a principal residential structure on Parcel B which is currently vacant. There is an existing home located on Parcel A that at this time is proposed to remain in its current configuration but may be subject to redevelopment in the future.

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. 32-246

Section 30-10 specifically regulates resubdivision and rearrangement applications, particularly as they relate to land which has already been platted. The proposed lot line rearrangement is of land contained within the Northridge Acres plat, and therefore staff would recommend review of this section prior to the meeting.

Existing Site Conditions

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Parcel A

Parcel A is described as Lot 7, Block 3 of Northridge Acres and is located on the south curve of Grenelefe Avenue North before the roadway transitions to Granada Avenue. The existing parcel A is bordered by Grenelefe Avenue North on the west and contains approximately 390-feet of frontage. There is an existing home on Parcel A setback approximately 210-feet from the road (westerly property line), 166-feet from the northeasterly property line (side), 415-feet from the southeasterly property line (rear) and 200-feet from the southwesterly property line. The existing lot configuration is irregular in shape, and primary access is from the southerly curve in Grenelefe Avenue N. There is one accessory building, which is noted as a garage, on Parcel A with a total square footage of approximately 1,320 square feet. The existing home and detached garage are accessed by a single driveway that is approximately 225-feet from the roadway. The topography of the site generally slopes from north to south through Parcel A. A freshwater pond classified in the National Wetland Inventory is located approximately 115-feet south of the existing principal structure. Trees line both the northern property line, partially southern property line, and many are dispersed around the existing home.

Parcel B

Parcel B is described as Lot 4, Block 3, Northridge Acres, is irregular in shape and is in a configuration often referred to as a “flag” lot. The Parcel extends to Grenelefe Avenue North with approximately 355-feet of frontage, with the majority of the parcel’s acreage located to the east of 11335 and 11365 Grenelefe Avenue N. The majority of Parcel B is vacant, with only a primary access and associated landscaping present. There are no existing structures on Parcel B, but there is a path/road improvement that appears to be gravel which loops through the property. The land is relatively flat with a general slope of north to south and the site is sparsely vegetated and appears to have some agricultural use based on aerials obtained on Washington County GIS (see attached). There appears to be a wetland present in the north eastern corner of the Parcel B per the National Wetland Inventory.

Comprehensive Plan Review

The proposed minor subdivision/lot line rearrangement of the total 63.88 acres results in no additional units. Parcels designated as A-1 and A-2 may be subdivided with a maximum of 1 dwelling unit per 10 acres. The proposed rearrangement does not affect density and exceeds the permitted density ranges of both land use designations. Further, the intent of the A-1 & A-2 land use designation is to promote rural residential and agricultural uses. The proposed lot line rearrangement is consistent with those objectives.

Zoning/Site Review

Dimensional Standards

The following site and zoning requirements in the A-1 and A-2 districts 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'

1

2 Lot Area and Lot Width

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

6 **Lot Tabulation:**

Parcel	Size	Frontage/Lot Width	Lot Depth
Parcel A	20.88 Acres	390.96'	~1,144'
Parcel B	42.99 Acres	355.0'	1753.32'

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

9

10 Setbacks

11 The existing homestead and accessory structures are located on Parcel A, are subject to the city's
 12 setback requirements because of the proposed rearrangement. The existing principal structure is
 13 setback approximately 210-feet from the right-of-way line of Grenelefe Avenue North and exceeds
 14 the City's minimum setback from a roadway. The created lot lines will extend the bounds of Parcel A
 15 resulting in greater setbacks from the rear yard lot line, and as identified in the Existing Conditions,
 16 the existing home and accessory building in the current configuration meet the City's setback
 17 standards. Given that the area to be transferred to Parcel A is located at the rear of the lot and will
 18 effectively extend the area, it is assumed that the Applicant may propose to construct an accessory
 19 building on this portion of the property. ***While there are no building plans provided or submitted as***
 20 ***part of this application, staff would recommend including a condition that all future structures and***
 21 ***improvements will be subject to the applicable setback rules and regulations in effect at the time of***
 22 ***application.***

23

24 Access & Driveways

25 No new access or driveways are proposed as part of this application. There is an existing driveway
 26 that serves the existing home on Parcel A, and a driveway that provides access to Parcel B.

27

28 Accessory Structures

29 As previously stated there is one (1) accessory structure on the Parcel A which is approximately
 30 1,320-square feet. As proposed in the lot line rearrangement, Parcel A and Parcel B will both be
 31 greater than 20 acres. Per section 32-313, parcels greater than 20-acres are permitted an unlimited
 32 number of accessory buildings and there is no restriction of total allowable square footage. It should
 33 be noted that other regulations, such as impervious surface coverage, setbacks, watershed district

1 standards, along with any other regulatory standards will still be applicable, and proper permitting
2 will be required for any new structure.

3
4 Utilities (Septic & Well)

5 **Septic System – Soil Borings**

6 The existing home on parcel A is currently served by a septic system that will continue to be used for
7 the existing homestead. Both the septic system and well are located on Parcel A. *Staff would*
8 *recommend including a condition that any redevelopment of Parcel A with a new, or substantially*
9 *larger, principal structure may necessitate a new septic system and at such time a septic permit*
10 *must be obtained from Washington County.* The Applicant did not provide or submit soil borings for
11 Parcel B. The resulting vacant Parcel B is in excess of 20-acres, and when considered in conjunction
12 with the provided information and aerial data appears to contain adequate area on which a septic
13 system could be constructed. *Staff would recommend including a condition of approval that a*
14 *septic permit must be acquired from Washington County prior to the city issuing a building permit*
15 *for a principal structure on Parcel B.*

16
17 **Wells**

18 There is an existing well on Parcel A that will continue to be used for the property. Since Parcel B is
19 vacant and no home is designed yet for the lot no well has been installed. *Staff would recommend*
20 *including a condition that if and when a new home is proposed on Parcel B that the appropriate*
21 *permits to install a well must be obtained prior to the city issuing a building permit.*

22
23 **Subdivision Standards**

24
25 The Applicant is proposing to rearrange/re-subdivide the lots into a new configuration. As stated
26 within Section 30-10 resubdivision of lots that have been platted is permitted provided the that the
27 right to do so was established within Sec. 30-10 (c). A copy of the Final Plat for Northridge Acres
28 Block 3 was not provided, or a copy of a Development Agreement, which must be submitted to
29 demonstrate that the rearrangement is permitted. *Staff would recommend that a condition be added*
30 *that evidence/documentation in a form acceptable to the City as detailed within Section 30-10 (c)*
31 *be submitted prior to approval of any subdivision.*

32
33 Additionally, the Applicant is proposing to rearrange the subject properties and will not re-plat the
34 resulting lots. As such, some of the requirements such as substantially straight lot lines, etc., are not
35 considered in this staff report. The Planning Commission and City Council must determine if the
36 proposed transfer by metes and bounds, and the irregular shape of the rearrangement is acceptable.
37 This discretion is provided for within Section 30-9 (1) which states the following, “In the case of a
38 subdivision resulting in two or less parcels situated in a locality where conditions are well defined, the
39 city council may exempt the subdivider from complying with some of the requirements of this
40 section.”

41
42 Other Agency Review

43 As previously discussed, if and when development or redevelopment of Parcel A and Parcel occurs
44 proper permits for installation of wells, septic systems, or driveways will be subject to review and
45 approval of the appropriate permitting authorities.

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2 City Planner Swanson stated Staff has prepared a draft resolution of approval consistent with the
3 recommendation of the planning commission for your review and consideration.

4
5 City Attorney Snyder advised that the showing of a direct financial interest resulting from the
6 application would justify a Council Member recusing himself from the vote.

7
8 **Council Member Carr moved to adopt Resolution No. 2018-07, as presented. Council Member
9 Kaup seconded the motion. Motion carried unanimously.**

10
11 **City Attorney, Dave Snyder (no action items)**

12
13 **NEW BUSINESS**

14
15 **Consideration of Cooperative Agreement with Washington County for Bold Planning,**

16 **Administrator/Clerk** – Staff advised the Washington County Board of Commissioners approved an
17 agreement with BOLDplanning for continued use of business continuity software Feb. 27, which will
18 also be shared with the county’s cities and townships. Washington County signed an agreement with
19 BOLDplanning in 2015 to provide software for the county's business continuity planning needs,
20 which the County Board agreed to extend for another five years at a cost of \$115,250. The agreement
21 allows cities and townships access to the same software and services as Washington County for up to
22 five years, on-site training for county employees, and on-site training to get cities and townships
23 familiar with the software. The Washington County Sheriff's Office has federal grant funding to allow
24 interested cities and townships within the county to use BOLDplanning software to create and access
25 their emergency operations and continuity of operations plans. The cities and townships will be asked
26 to sign a cooperative agreement with the county to use the software.

27
28 There is no cost to the City to participate in the program. The attached agreement outlines the County
29 responsibility and well as the City’s responsibility. The City Attorney reviewed the agreement and
30 had no revisions.

31 **Council Member Carr moved to approve the Cooperative Agreement with Washington County
32 for Bold Planning, as presented. Council Member Kaup seconded the motion. Motion carried
33 unanimously.**

1 **Consideration of City Assessor Contract Extension, Administrator/Clerk** - Staff advised the
2 City Assessor, Mr. Todd Smith, has a current contract with the City that expires at the end of May,
3 2018.

4
5 Mr. Smith has agreed to a two-year extension to the contract. The only contract revisions are the
6 effective dates.

7
8 **Council Member Kaup moved to approve City Assessor Contract Extension, as presented.**
9 **Council Member Lanoux seconded the motion. Motion carried unanimously.**

10
11 **UNFINISHED BUSINESS**

12
13 **DISCUSSION ITEMS**

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15 **Staff Updates (updates from Staff, no action taken)**

16
17 **Council Updates/Future Agenda Items (no action taken)**

18
19 **Road Policy, Council Member Lanoux** – This item was not put on a future Council agenda.

20
21 **3M Settlement, Council Member Lanoux** – This item was not put on a future Council agenda.

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23 **COMMUNITY CALENDAR APRIL 3 THROUGH APRIL 30, 2018:**

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

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

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

28
29 **Council Member Carr moved to take a short recess before moving in to closed session. Council**
30 **Member Kaup seconded the motion. Motion carried with Council Member Lanoux voting nay.**

31 **EXECUTIVE SESSION TO DISCUSS PENDING LITIGATION (Jane Doe v. Larry Lanoux**
32 **et. Al).**

33
34 **Council Member __ - moved to go into closed session at 00pm. Council Member – seconded the**
35 **motion. Motion carried unanimously.**

36
37 **Council Member Carr moved to go back into open session at 8:36 pm. Council Member Kaup**
38 **seconded the motion. Motion carried unanimously.**

39
40 City Attorney Snyder advised potential litigation strategy was discussed during closed session and no
41 action will be taken.

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1 **Council Member Carr moved to adjourn the meeting at 8:38 pm. Council Member Kaup**
2 **seconded the motion. Motion carried unanimously.**

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9 These minutes were considered and approved at the regular Council Meeting May 1, 2018.

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14 _____
Kim Points, Administrator/Clerk

Jeff Huber, Mayor

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City of Grant

Disbursements Register

4/23/2018

Fund Name: All Funds

Date Range: 04/01/2018 To 04/30/2018

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
04/23/2018	Payroll Period Ending 04/30/2018	13716	April18	N	Clerk Salary	100-41101-100-	\$ 3,736.70
	Total For Check	13716					\$ 3,736.70
04/23/2018	AirFresh Industries	13717	PortaPot #29871	N	Town Hall Porta Pot	100-43007-210-	\$ 125.00
	Total For Check	13717					\$ 125.00
04/23/2018	Croix Valley Inspector	13718	Building Inspector	N	Building Inspection	100-42004-300-	\$ 5,992.62
	Total For Check	13718					\$ 5,992.62
04/23/2018	Washington Conservation District	13719	1st quarter billing	N	MS4	100-43118-301-	\$ 162.50
	Total For Check	13719					\$ 162.50
04/23/2018	CenturyLink	13720	City Phone	N	City Office Telephone	100-41309-321-	\$ 132.70
	Total For Check	13720					\$ 132.70
04/23/2018	Todd Smith	13721	Monthly Assessment Services - April	N	Property Assessor	100-41208-300-	\$ 1,991.92
	Total For Check	13721					\$ 1,991.92
04/23/2018	SHC, LLC	13722	Planning	N	City Planner	100-41209-301-	\$ 776.25
		13722			Pre-App	100-41319-301-	\$ 300.00
		13722			Comprehensive Plan	100-43173-301-	\$ 1,100.00
		13722			Escrow	922-49320-301-	\$ 660.00
		13722				936-49320-301-	\$ 120.00
		13722				939-49320-301-	\$ 240.00
		13722				940-49320-301-	\$ 300.00
		13722				941-49320-301-	\$ 300.00
	Total For Check	13722					\$ 3,796.25
04/23/2018	Washington County Transportation	13723	Snow and Ice Control Inv #137938	N	Snow & Ice Removal	100-43113-210-	\$ 1,488.33
	Total For Check	13723					\$ 1,488.33
04/23/2018	Andrew Hartsock	13724	Video Services	N	Cable Costs	100-41212-301-	\$ 44.00
	Total For Check	13724					\$ 44.00
04/23/2018	Waste Management	13725	Recycling	N	Recycling	100-43011-384-	\$ 4,719.12
	Total For Check	13725					\$ 4,719.12

Fund Name: All Funds

Date Range: 04/01/2018 To 04/30/2018

<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>
		13735			Well House Electricity	100-43010-381-	\$ 8.39
		13735			Street Lights	100-43117-381-	\$ 43.56
		13735					\$ 210.16
04/23/2018	Johnson Turner Legal	13736	March Billing	N	Legal Fees - General	100-41204-301-	\$ 1,618.00
		13736			Legal Fees - Complaints	100-41205-301-	\$ 801.00
		13736			Legal Fees - Prosecutions	100-41206-301-	\$ 1,700.00
		13736			Escrow	916-49320-301-	\$ 224.00
		13736				922-49320-301-	\$ 2,189.00
		13736				939-49320-301-	\$ 120.00
		13736				940-49320-301-	\$ 120.00
		13736					\$ 6,772.00
04/23/2018	All Energy Solar	13737	Escrow Refund	N	Escrow	939-49320-301-	\$ 209.07
		13737					\$ 209.07
04/23/2018	Steven Cossack	13738	Escrow Refund	N	Escrow	940-49320-301-	\$ 2,069.45
		13738					\$ 2,069.45
04/23/2018	Richard Bennett	13739	Escrow Refund	N	Escrow	941-49320-810-	\$ 700.00
		13739					\$ 700.00
04/23/2018	IRS	EFT101	Payroll Taxes	N	Clerk FICA/Medicare	100-41103-100-	\$ 384.30
		EFT101			Clerk Medicare	100-41105-100-	\$ 72.84
		EFT101			Federal Withholding	100-41107-100-	\$ 374.90
		EFT101			Social Security Expens	100-41109-100-	\$ 311.46
		EFT101					\$ 1,143.50
		Total For Selected Checks					\$ 56,504.97

**COOPERATIVE AGREEMENT BETWEEN
THE CITY OF GRANT, THE CITY OF STILLWATER, AND
THE COUNTY OF WASHINGTON
FOR MAINTENANCE OF THE TRAFFIC SIGNAL SYSTEM
ON COUNTY STATE AID HIGHWAY (CSAH) 15
(MANNING AVENUE NORTH) AND LIBERTY AVENUE**

WASHINGTON COUNTY	
CONTRACT NO.	11614
DEPT.	PUBLIC WORKS
DIVISION	TRANSPORTATION
TERM	SIGNATURE-PERPETUAL

THIS AGREEMENT, by and between the City of Grant, a municipal corporation, hereinafter referred to as "Grant," the City of Stillwater, a municipal corporation, hereinafter referred to as "Stillwater," 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, a traffic control signal system has been installed on CSAH 15 at its intersection with Liberty Avenue, and;

WHEREAS, a cooperative effort between Grant, Stillwater and the County is the appropriate method to facilitate the maintenance of this transportation improvement; 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 and shall consist of this agreement and Exhibit A (Location Map).

B. MAINTENANCE RESPONSIBILITIES

1. This agreement and all of its provisions shall apply only to the traffic control signal system on CSAH 15 (Manning Avenue North) at Liberty Avenue.
2. Monthly electrical service expenses necessary to operate the traffic control signal system and integral streetlights, including the cost of establishing and perpetuating a connection to the electrical grid and subsequent ongoing electrical service expenses, shall be paid as follows:
 - 100% of electrical expenses shall be paid by Stillwater. Stillwater shall receive and pay all such invoices.

In the event that additional development or a change in use occurs on the west leg of the intersection, the County will not approve an access permit without a cooperative effort between Grant, Stillwater and the County to facilitate changes to electrical service responsibilities.

3. Stillwater 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, except that the county shall maintain and keep in repair the electrical connection to the luminaire heads at the sole cost and expense to the County. In the event that additional development or a change in use occurs on the west leg of the intersection, the County will not approve an access permit without a cooperative effort between Grant, Stillwater and the County to facilitate changes to luminaire maintenance responsibilities.

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 Grant and Stillwater mutually desire to paint the system, Grant or Stillwater shall, at their sole cost and expense, clean and paint the traffic control signal system and integral streetlights at the sole cost and expense of Grant or Stillwater, having first obtained a permit from the County which may place conditions on activities within the right-of-way. Alternatively, Grant and Stillwater may, at their discretion, request in writing that the County paint the traffic control signal system and integral streetlights at the sole cost and expense of Grant and Stillwater.
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 the County if not already so established, with no direct compensation made to Grant or Stillwater for said transfer.
8. Grant or Stillwater 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 system; 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 system may be directly involved in an emergency.
9. The EVP system 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. Grant and Stillwater 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 system shall be reported to the County immediately.
 - C. Only in the event said EVP system 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 Grant or Stillwater of written notice thereof from the County, the County may remove, modify, restrict, or deactivate the EVP system. Upon removal of the EVP system 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 system 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 Grant or Stillwater 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 Grant or Stillwater.

E. INDEMNIFICATION

1. Grant and Stillwater 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 Grant or Stillwater, their agents, officers or employees during the performance of this agreement.
2. The County agrees that it will defend, indemnify and hold harmless Grant and Stillwater against any and all liability, loss, damages, costs and expenses which Grant or Stillwater 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).

G. DATA PRIVACY

All data collected, created, received, maintained, or 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.

H. CONDITIONS

Grant or Stillwater shall not assess or otherwise recover any portion of their cost for this project or its ongoing maintenance through assessment of County property.

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

CITY OF STILLWATER

Mayor Date

City Administrator Date

Approved as to form:

City Attorney Date

**COOPERATIVE AGREEMENT BETWEEN
THE CITY OF GRANT, THE CITY OF STILLWATER, AND
THE COUNTY OF WASHINGTON
FOR MAINTENANCE OF THE TRAFFIC SIGNAL SYSTEM
ON COUNTY STATE AID HIGHWAY (CSAH) 15
(MANNING AVENUE NORTH) AND CSAH 12 (75th
STREET NORTH)**

WASHINGTON COUNTY	
CONTRACT NO.	11615
DEPT.	PUBLIC WORKS
DIVISION	TRANSPORTATION
TERM	SIGNATURE-PERPETUAL

THIS AGREEMENT, by and between the City of Grant, a municipal corporation, hereinafter referred to as "Grant," the City of Stillwater, a municipal corporation, hereinafter referred to as "Stillwater," 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, a traffic control signal system has been installed on CSAH 15 at its intersection with CSAH 12, and;

WHEREAS, a cooperative effort between Grant, Stillwater and the County is the appropriate method to facilitate the maintenance of this transportation improvement; 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 and shall consist of this agreement and Exhibit A (Location Map).

B. MAINTENANCE RESPONSIBILITIES

1. This agreement and all of its provisions shall apply only to the traffic control signal system on CSAH 15 (Manning Avenue North) at CSAH 12 (75th Street North).
2. This agreement shall supersede any and all prior agreements related to the maintenance of the traffic control signal system on CSAH 15 at CSAH 12.
3. Monthly electrical service expenses necessary to operate the traffic control signal system and integral streetlights, including the cost of establishing and perpetuating a connection to the electrical grid and subsequent ongoing electrical service expenses, shall be paid as follows:
 - 100% of electrical expenses shall be paid by the County. The County shall receive and pay all such invoices.
4. 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.

5. 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.
6. The County considers paint to be an aesthetic component of the traffic signal system. Therefore, if Grant and Stillwater mutually desire to paint the system, Grant or Stillwater shall, at their sole cost and expense, clean and paint the traffic control signal system and integral streetlights at the sole cost and expense of Grant or Stillwater, having first obtained a permit from the County which may place conditions on activities within the right-of-way. Alternatively, Grant and Stillwater may, at their discretion, request in writing that the County paint the traffic control signal system and integral streetlights at the sole cost and expense of Grant and Stillwater.
7. 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.
8. 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 the County if not already so established, with no direct compensation made to Grant or Stillwater for said transfer.
9. Grant or Stillwater 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 system; 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 system may be directly involved in an emergency.
10. The EVP system 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. Grant and Stillwater 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 system shall be reported to the County immediately.
 - C. Only in the event said EVP system 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 Grant or Stillwater of written notice thereof from the County, the County may remove, modify, restrict, or deactivate the EVP system. Upon removal of the EVP system 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 system 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 Grant or Stillwater 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 Grant or Stillwater.

E. INDEMNIFICATION

1. Grant and Stillwater 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 Grant or Stillwater, their agents, officers or employees during the performance of this agreement.
2. The County agrees that it will defend, indemnify and hold harmless Grant and Stillwater against any and all liability, loss, damages, costs and expenses which Grant or Stillwater 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).

G. DATA PRIVACY

All data collected, created, received, maintained, or 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.

H. CONDITIONS

Grant or Stillwater shall not assess or otherwise recover any portion of their cost for this project or its ongoing maintenance through assessment of County property.

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

CITY OF STILLWATER

Mayor Date

City Administrator Date

Approved as to form:

City Attorney Date

**COOPERATIVE AGREEMENT BETWEEN
THE CITY OF GRANT, THE CITY OF STILLWATER, AND
THE COUNTY OF WASHINGTON
FOR MAINTENANCE OF THE TRAFFIC SIGNAL SYSTEM
ON COUNTY STATE AID HIGHWAY (CSAH) 15
(MANNING AVENUE NORTH) AND SETTLERS WAY**

WASHINGTON COUNTY	
CONTRACT NO.	11616
DEPT.	PUBLIC WORKS
DIVISION	TRANSPORTATION
TERM	SIGNATURE-PERPETUAL

THIS AGREEMENT, by and between the City of Grant, a municipal corporation, hereinafter referred to as "Grant," the City of Stillwater, a municipal corporation, hereinafter referred to as "Stillwater," 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, a traffic control signal system has been installed on CSAH 15 at its intersection with Settlers Way, and;

WHEREAS, a cooperative effort between Grant, Stillwater and the County is the appropriate method to facilitate the maintenance of this transportation improvement; 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 and shall consist of this agreement and Exhibit A (Location Map).

B. MAINTENANCE RESPONSIBILITIES

1. This agreement and all of its provisions shall apply only to the traffic control signal system on CSAH 15 (Manning Avenue North) at Settlers Way.
2. Monthly electrical service expenses necessary to operate the traffic control signal system and integral streetlights, including the cost of establishing and perpetuating a connection to the electrical grid and subsequent ongoing electrical service expenses, shall be paid as follows:
 - 100% of electrical expenses shall be paid by Stillwater. Stillwater shall receive and pay all such invoices.

In the event that additional development or a change in use occurs on the west leg of the intersection, the County will not approve an access permit without a cooperative effort between Grant, Stillwater and the County to facilitate changes to electrical service responsibilities.

3. Stillwater 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, except that the county shall maintain and keep in repair the electrical connection to the luminaire heads at the sole cost and expense to the County. In the event that additional development or a change in use occurs on the west leg of the intersection, the County will not approve an access permit without a cooperative effort between Grant, Stillwater and the County to facilitate changes to luminaire maintenance responsibilities.

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 Grant and Stillwater mutually desire to paint the system, Grant or Stillwater shall, at their sole cost and expense, clean and paint the traffic control signal system and integral streetlights at the sole cost and expense of Grant or Stillwater, having first obtained a permit from the County which may place conditions on activities within the right-of-way. Alternatively, Grant and Stillwater may, at their discretion, request in writing that the County paint the traffic control signal system and integral streetlights at the sole cost and expense of Grant and Stillwater.
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 the County if not already so established, with no direct compensation made to Grant or Stillwater for said transfer.
8. Grant or Stillwater 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 system; 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 system may be directly involved in an emergency.
9. The EVP system 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. Grant and Stillwater 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 system shall be reported to the County immediately.
 - C. Only in the event said EVP system 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 Grant or Stillwater of written notice thereof from the County, the County may remove, modify, restrict, or deactivate the EVP system. Upon removal of the EVP system 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 system 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 Grant or Stillwater 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 Grant or Stillwater.

E. INDEMNIFICATION

1. Grant and Stillwater 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 Grant or Stillwater, their agents, officers or employees during the performance of this agreement.
2. The County agrees that it will defend, indemnify and hold harmless Grant and Stillwater against any and all liability, loss, damages, costs and expenses which Grant or Stillwater 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).

G. DATA PRIVACY

All data collected, created, received, maintained, or 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.

H. CONDITIONS

Grant or Stillwater shall not assess or otherwise recover any portion of their cost for this project or its ongoing maintenance through assessment of County property.

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

CITY OF STILLWATER

Mayor Date

City Administrator Date

Approved as to form:

City Attorney Date



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: *April 23, 2018*

Re: *65th Street Roadway Improvement Project - Receive Bids, and Award Contract*

Actions to be considered:

To accept bids and award by resolution a construction contract, for the 65th Street Roadway Improvement Project

Facts:

Following public hearing, the City Council ordered the public improvements included in the project in the project area at the September 5, 2017 regular Council Meeting.

The attached letter of recommendation and bid tabulation summary indicates the recommended low bidder as North Valley, Inc. of Nowthen, MN with a grand total bid of \$41,287.36 or approximately 8% below the construction estimate of \$44,777.00.

The improvements are anticipated to be funded by special assessments to benefitting properties, in accordance with the Assessment Policy, adopted by City Council.

For projects that will contain special assessments, such as the assessments for roadway reconstruction and street reconstruction improvement projects, as required by Minnesota State Statute, Chapter 429 and consistent with the Assessment Policy, an Assessment Hearing will need to be held to consider the adoption of assessments. This hearing is proposed to be held at the August 7, 2018 City Council meeting.

Final project cost will be declared once project construction is completed. Final project completion date is scheduled for June 30, 2018. Adopt final assessment amount at regular council meeting on August 7, 2018.

Action: Discussion. Adopt Resolution

Attachments: Resolution, Letter of Recommendation, Bid Summary



April 23, 2018

Honorable Mayor and City Council
City of Grant
111 Wildwood Road
P.O. Box 577
Willernie, MN 55090

Re: 65th Street North Improvements Project
City of Grant, MN
WSB Project No. R-010203-000

Dear Honorable Mayor and Council Members:

Quotes were received for the above-referenced project on Thursday, April 19, 2018, and were opened and read aloud. A total of six quotes were received. The quotes were checked for mathematical accuracy and tabulated. Please find enclosed the quote tabulation indicating the low quote as submitted by North Valley, Inc., Nowthen, Minnesota, with a grand total quote in the amount of \$41,287.36. The Engineer's Estimate for the project was \$44,777.00.

We recommend that the City Council consider these quotes and award a contract for the grand total quote in the amount of \$41,287.36 to North Valley, Inc. based on the results of the quotes received.

Sincerely,

WSB & Associates, Inc.

A handwritten signature in black ink that reads "Brad A. Reifsteck".

Brad A. Reifsteck, PE
City Engineer

Enclosure

cc: Kim Points, City of Grant
Brad Schmidtbauer, North Valley, Inc.

BR/srb

QUOTE TABULATION SUMMARY

PROJECT:
65th Street North Improvements Project


OWNER:
City of Grant, MN

WSB PROJECT NO.:
R-010203-000

QUOTES OPENED: Thursday, April 19, 2018, at 10:00 a.m. Local Time

Contractor	Bid Bond (5%)	Addendum Received	Grand Total Quote
1 North Valley, Inc.	N/A	N/A	\$41,287.36
2 Hardrives, Inc.	N/A	N/A	\$42,925.00
3 Valley Paving, Inc.	N/A	N/A	\$44,382.00
4 Park Construction Company	N/A	N/A	\$44,660.00
5 T.A. Schifsky & Sons, Inc.	N/A	N/A	\$49,835.00
6 Brochman Blacktopping Co.	N/A	N/A	\$49,982.70
Engineer's Opinion of Cost			\$44,770.00

I hereby certify that this is a true and correct tabulation of the quotes as received on April 19, 2018.



Brad A. Reifsteck, PE, City Engineer

 Denotes corrected figure

CITY OF GRANT

RESOLUTION NO. _____

**RESOLUTION ACCEPTING BIDS AND AWARDING A
CONSTRUCTION CONTRACT FOR THE 65TH STREET ROADWAY IMPROVEMENTS**

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

WHEREAS, those improvements shall include street rehabilitation; and

WHEREAS, pursuant to Resolution passed by the Council March 6, 2018, the consultant City Engineer Brad Reifsteck, WSB & Associates, prepared and published the advertisement for bids and received bids; and,

WHEREAS, on April 19, 2018 bids were opened and tabulated according to law, and the following bids were received complying with the advertisement:

CONTRACTOR	BASE BID
North Valley, Inc.	\$41,287.36
Hardrives, Inc.	\$42,925.00
Valley Paving, Inc.	\$44,382.00
Park Construction Company.	\$44,660.00
T.A. Schifsky & Sons, Inc.	\$49,835.00
Broachman Blacktopping Co.	\$49,982.70

WHEREAS, it appears that North Valley, Inc. is the lowest responsible bidder for the Base Bid.

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

1. The Mayor and City Administrator are hereby authorized and directed to enter into the attached contract with North Valley, Inc. of Nowthen, MN in the name of the City of Grant for the improvement of 65th Street Roadway Improvement Project according to the plans and specifications therefor approved by the city council and on file in the office of the city clerk.

ADOPTED this 1st day of May, 2018.

Jeff Huber, Mayor

Attest:

Kim Points, City Clerk



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: *April 23, 2018*

Re: *2018 Roadway Maintenance*

Actions to be considered:

The following streets have been identified in the City's adopted Seal Coat / Roadway Maintenance Plan for work in 2018:

- 107th Street (Jamaca to Joliet)
- Jody Avenue, CT, CIR (West of Joliet)
- Justen Trl (Hwy 96 to Joliet)
- 96th Street / Janero Ct (East and West of Justen Trl)
- Grenelefe Ave (South of 117th St)

Facts:

This year's project will include a combination of patching and seal coating.

The Seal Coat/Roadway maintenance plan allows the City to give residents an opportunity to utilize money for a larger rehabilitation or overlay project. By notifying residents that their road is scheduled for maintenance, residents would have the ability to petition the city for a project and supplement the cost partially with City funding already designated for use. A standard letter will be mailed to the property owners along each roadway. Letters will be sent by the end of May and will request resident feedback by the end of June.

If the city elects to move forward with the planned patching, Brochman Blacktopping is already under contract for the city's patching work and is prepared to complete the work. The seal coat work will be solicited for quotes by at least three contractors that have previously done work for the City.

The Estimated cost for 2018 Roadway Maintenance is \$69,498. The 5 year Seal Coat/Roadway Maintenance Plan is attached for review. The 2018 Budget is 68,000.

Action: Discussion. Authorization to Advertise for Bid

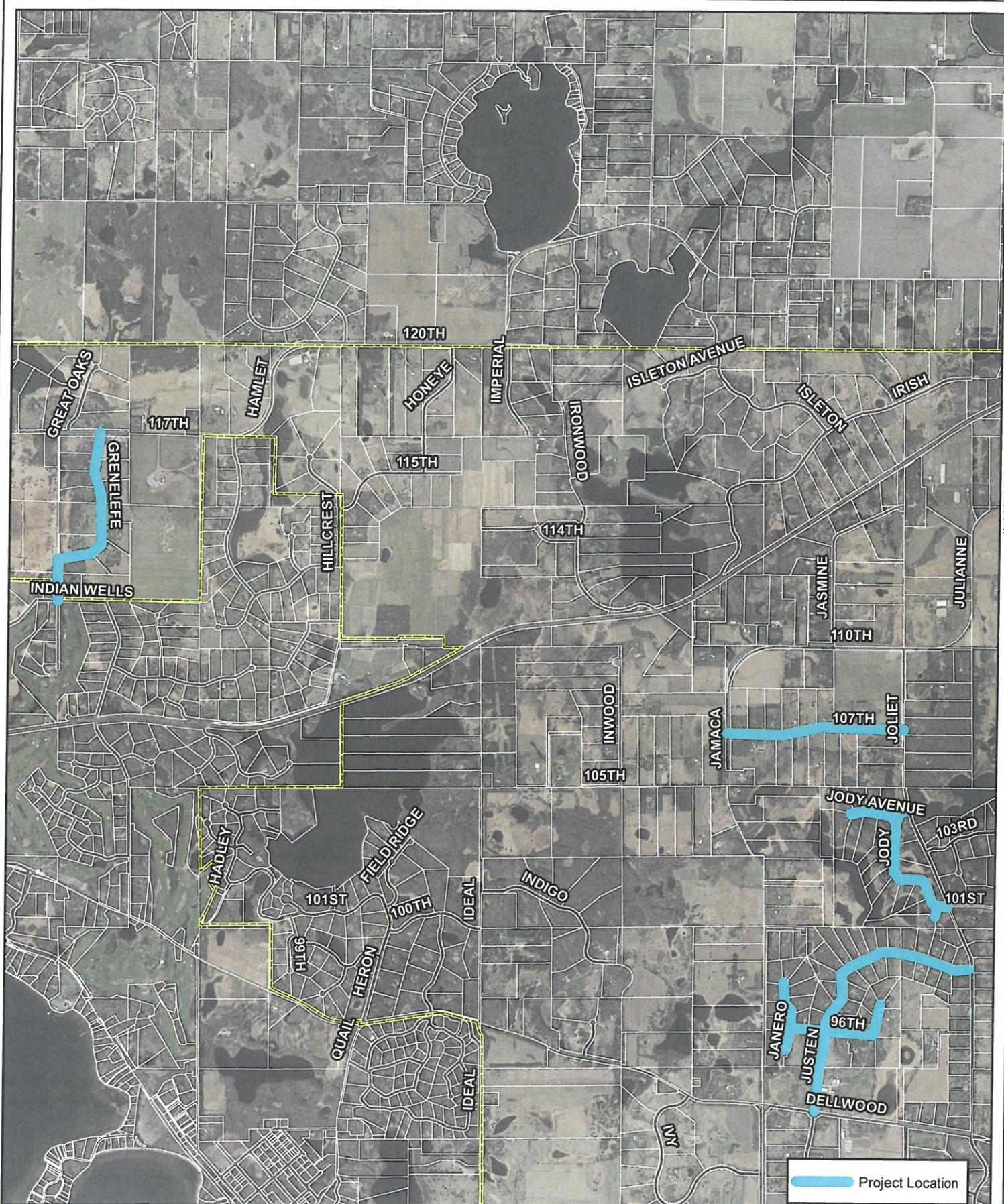
Attachments: 2018 Planned Paved Roadway Maintenance Map, 5 Year CIP Plan

GRANT SEAL COAT/MAINTENANCE PLAN

Street Name	Address Range	Length (FT)	Paved	Last SC	Seal Coat/Maintenance Length (Feet) by Year				Area
					2018	2019	2020	2021	
Maintenance					Maintenance TBD	Maintenance TBD	Maintenance TBD	Maintenance TBD	
60th St Ln/61st St	North of 60th St	3500	1974	2007					
65th Street	East of Keats	1000	1974	2007					
67th Street/Ln	East of Keats	4700	1975	2007					\$3,883
Keats Ave	60th St to 67th St	3800	1973	2007					
Kelvin/Keswick Ave	North of 60th St Ln	2000	1974	2007					\$7,765
62nd Street	West of Lake Elmo Av	2500	1993	2006					
66th Street	East of Lake Elmo Av	1500	1999	2008			\$5,824		
66th Street	West of Lake Elmo Av	400	1980	2008			\$1,553		Lake Elmo Spurs
79th St/Leeward Ave	Lake Elmo to 75th	4100	1978	2007					
71st Street	West of Jocelyn Ln	1200	2000	2010				\$4,659	
Jocelyn Ln/Cir	East of Jocelyn Rd	2900	2001	2010				\$11,259	
Jocelyn Road	6900 to 7490	4900	2001	2010				\$19,025	Sunnybrook Lake
80th Street	West of Manning	1200	2004	2010				\$4,659	
102nd Street/Ct	West of Manning	2450	2006						
115th Street	West of Manning	2450	1983	2006					
Lockridge Ave	North of 115th St	1900	1984	2008					
Lofton Ave	South of McKusick	900	2002	2010				\$7,377	Manning Corridor
Manning Ave Ct	West of Manning	600	1997	2012					
McKusick Rd	Hwy 96 to Manning	6100	1988	2008					\$2,330
96th St/Janero Ct	E & W of Justen Trail	3100	1987	2006			\$12,036		
101st Street	Joliet to Keswick	3100	1987	2007			\$17,666		
103rd Street/Ct	East of Joliet	4550	1987	2007					
107th Street	Jamaca to Joliet	3300	1992	2006			\$12,813		
Jody Ave,Ct,Cir	West of Joliet	3700	1987	2006			\$14,366		
Joliet Ave	North of Hwy 96	5900	1987	2006				\$22,907	Victoria-Woodland
Juno Ave	101st to 103rd St	1500	1987	2007				\$5,824	
Justen Trail	Hwy 96 to Joliet	4200	1987	2006			\$16,307		
Keliman Court	Woodland Acres	1200	1987	2007				\$4,659	
100th Street	Ideal to Heron	1800	1992	2006					
Fieldridge Road	North of 101st St	1600	1992	2006					
Hadley Av, Ct, Cir	North of Hwy 96	4300	1992	2004					
Hidden Glade Av	North of Hwy 96	2000	1992	2004					
Indigo Trail	East of Ideal	3400	1986	2004					
110th Street	Lansing to Manning	4500	2004	2012					\$17,472
117th Street	Kimbro to Lansing	1200	2004	2012					\$4,659
118th Street	East of Kimbro	400	2002	2012					\$1,553
118th Street	Kimbro to Keystone	950	2004	2012					\$3,688
Keystone Ave	118th St to 119th St	350	2004	2012					\$1,359
Kimbro Ave	117th St to 118th St	800	2004	2012					\$3,106
Lansing Ave	110th St to 117th St	4400	2004	2012					\$17,083
115th Street	Hillcrest to Honeye	1900	1998	2009					
Great Oaks Rd	North of 117th St	1300	1996	2010			\$7,377	\$5,047	

GRANT SEAL COAT/MAINTENANCE PLAN										
Street Name	Address Range	Length (FT)	Paved	Last SC	Seal Coat/Maintenance Length (Feet) by Year				Area	
					2018	2019	2020	2021		2022
Grenellefe Ave	South of 117th St	3600	1990	2006	\$13,977					
Hillcrest Court	North of 115th St	1300	2002	2009			\$5,047			NW Panhandle
Hillcrest Drive	South of 115th St	1060	1998	2008						
Honeye Ave	115th St to 120th St	2600	1998	2009			\$10,095			
Indian Wells Tr	East of Grenellefe	880	2002	2014						
88th St/Jeffrey Ave	East of Jamaca	2800	1985	2006						
Dellwood Rd Ln	South of 96	2400	1997	2004						
Dellwood Rd Ct	North of Hwy 96	700	1994	2004						
Ideal Ave	South of Hwy 96	4400	2007				\$17,083			Hwy 96 Corridor
Ivy Ave/Itaska Tr/Ct	East of Jamaca	6500	2000	2009						
Joliet Ave	South of Hwy 96	2400	1997	2004				\$25,237		
Justen Trail	Jamaca to Hwy 96	2700	1986	2004						
Kimbro Ave	Hwy 96 to Co Rd 12	8200	1991	2006						
Knollwood Drive	North of Hwy 96	2800	1991	2004						
Irish Ave	11330 to 11896	6500	1994	2001						
Irish Ave	11034 to 11049	1460	2003	2012					\$5,669	
Ironwood Ave	110th to Irish	1050	2003	2012					\$4,077	Mann Lake
Isleton Ave/Ct	East of Irish	4200	1996	2014						
65th Street	East of Jasmine	860	1987	2008			\$3,339			
97th Street	West of Manning	300	1985	2010				\$1,165		
105th Street	West from Inwood	500	1990	2008			\$1,941			
Imperial Ave	South of 120th St	1800	1985	2010				\$6,989		
Ingberg Circle	West of Ingberg Ct	900	1998	2008			\$3,494			
Jamaca Ave	North of 64th St	150	2005	2010					\$582	Islands
Jamaca Ave	South of CR 12	700	1978	2008			\$2,718			
Jarvis Ave	North of 60th St	200	1991	2008			\$777			
Jewel Ave	North of 85th St	150	1984	2008			\$582			
Kimbro Ave Ct	10700 to 10990	1500	1987	2008			\$5,824			
Maple St (85th St)	East of Mahtomedi	700	1986	2008			\$2,718			
Jasmine Avenue	60th St to 65th St	2450	2009	2014						Jasmine Avenue
110th Street	West of Julianne Ave	1140	2011							110th Street
2014 Cost / Mile	\$	20,500	Estimated Cost By Year		\$69,498	\$75,749	\$82,116	\$72,643		
Total 6 Year Cost	\$	380,842								
Average Cost / Year	\$	63,473.64								

Denotes segments scheduled for patching



 Project Location



2018 Pavement Management Program (PMP) Map
Grant, MN



0 2,400 Feet
1 inch = 2,400 feet





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: *April 23, 2018*

Re: *2018 Special Roads Project*

Actions to be considered:

The following projects have been identified by Staff for the City's special roadway project for 2018:

- Wetland fill & guardrail installation Keats Avenue
- Wetland fill & guardrail installation Jocelyn Road
- Keats Avenue (just south of 65th Street to 67th Street)

Facts:

Keats Ave and Jocelyn Road were raised approximately 2 feet last year to minimize future roadway flooding. As part of these on-going improvements it is recommended by staff to soften the slopes adjacent to the roadway and install guardrails to protect vehicles from the steep slopes and existing wetlands.

Plate beam guardrails will be installed along these sections of roadways due to its sharp curvature.

The approximate cost for this project is \$70,000.

Over the last few years the City has made improvements to the paved section of Keats Avenue between Hwy 36 to just south of 65th Street. City staff is recommending completing the remaining paved section of Keats Avenue from just south of 65th Street to 67th Street.

The approximate cost for this project is \$45,000.

The total estimated cost for this year's special roads project is \$115,000. The special Roadway budget is \$129,000.

Action: Discussion. Authorization to Advertise for Bids

Attachments: Keats Ave. and Jocelyn Road Proposed Guard Rail



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



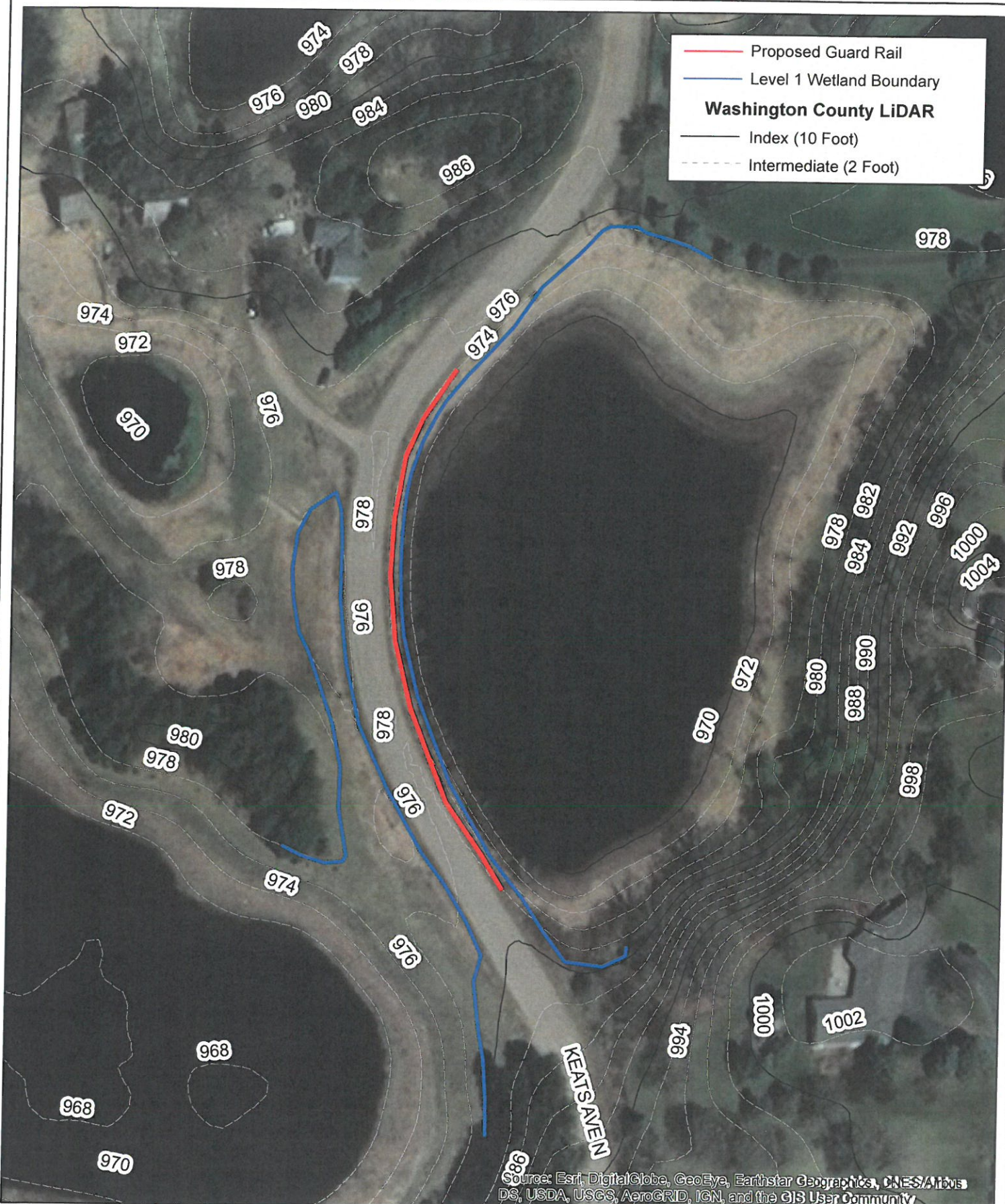
Figure 1 - Level 1 Wetland Boundary
 Jocelyn Road N
 City of Grant



0 100 Feet
 1 inch = 100 feet



— Proposed Guard Rail
— Level 1 Wetland Boundary
Washington County LiDAR
— Index (10 Foot)
- - - Intermediate (2 Foot)



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Figure 2 - Proposed Guard Rail
Keats Avenue N
City of Grant



0 100 Feet
1 inch = 100 feet



... and Keats Improvement Figure 2.mxd Date Saved: 12/5/2017 3:35:22 PM



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: *April 23, 2018*

Re: *CSAH 15 & 80th Street 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, Stillwater and Washington County is required for this signal. The cooperative agreement establishes the maintenance responsibilities between all parties.

The monthly electrical service expenses necessary to operate the traffic control Signal system and integral streetlights, including the cost of establishing and perpetuating a connection to the electrical grid and subsequent ongoing electrical service expenses, shall be paid as follows:

- 50% of electrical expenses shall be paid by Stillwater
- 50% of electrical expenses shall be paid by Grant.
- Stillwater shall receive and pay all such invoices and invoice Grant semi-annually.

The annual cost for this signal to the City of Grant is approximate \$300.00

The County is accepting all other cost responsibilities for this signal.

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 (CSAH) 15 and 80th Street

Attachments: Agreement

**COOPERATIVE AGREEMENT BETWEEN
THE CITY OF GRANT, THE CITY OF STILLWATER, AND
THE COUNTY OF WASHINGTON
FOR MAINTENANCE OF THE TRAFFIC SIGNAL SYSTEM
ON COUNTY STATE AID HIGHWAY (CSAH) 15
(MANNING AVENUE NORTH) AND 80TH STREET NORTH**

WASHINGTON COUNTY	
CONTRACT NO.	11613
DEPT.	PUBLIC WORKS
DIVISION	TRANSPORTATION
TERM	SIGNATURE-PERPETUAL

THIS AGREEMENT, by and between the City of Grant, a municipal corporation, hereinafter referred to as "Grant," the City of Stillwater, a municipal corporation, hereinafter referred to as "Stillwater," 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, a wood pole traffic control signal system has been installed on CSAH 15 at its intersection with 80th Street North, and;

WHEREAS, a cooperative effort between Grant, Stillwater and the County is the appropriate method to facilitate the maintenance of this transportation improvement; 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 and shall consist of this agreement and Exhibit A (Location Map).

B. MAINTENANCE RESPONSIBILITIES

1. This agreement and all of its provisions shall apply only to the traffic control signal system on CSAH 15 (Manning Avenue North) at 80th Street North.
2. Monthly electrical service expenses necessary to operate the traffic control signal system and integral streetlights, including the cost of establishing and perpetuating a connection to the electrical grid and subsequent ongoing electrical service expenses, shall be paid as follows:
 - 50% of electrical expenses shall be paid by Stillwater.
 - 50% of electrical expenses shall be paid by Grant.
 - The County shall receive and pay all such invoices and invoice Grant and Stillwater semi-annually.
3. Grant and Stillwater shall, at their shared equal expense, maintain and keep in repair the integral luminaires (overhead street lights) and all their components, including replacement of the existing luminaires if necessary, except that the county shall maintain and keep in repair the electrical connection to the luminaire heads at the sole cost and expense to the County.
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 Grant and Stillwater mutually desire to paint the system, Grant or Stillwater shall, at their sole cost and expense, clean and paint the traffic control signal system and integral streetlights at the sole cost and expense of Grant or Stillwater, having first obtained a permit from the County which may place conditions on activities within the right-of-way. Alternatively, Grant and Stillwater may, at their discretion, request in writing that the County paint the traffic control signal system and integral streetlights at the sole cost and expense of Grant and Stillwater.
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 the County if not already so established, with no direct compensation made to Grant or Stillwater for said transfer.
8. Grant or Stillwater 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 system; 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 system may be directly involved in an emergency.
9. The EVP system 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. Grant and Stillwater 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 system shall be reported to the County immediately.
 - C. Only in the event said EVP system 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 Grant or Stillwater of written notice thereof from the County, the County may remove, modify, restrict, or deactivate the EVP system. Upon removal of the EVP system 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 system 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 Grant or Stillwater 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 Grant or Stillwater.

E. INDEMNIFICATION

1. Grant and Stillwater 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 Grant or Stillwater, their agents, officers or employees during the performance of this agreement.
2. The County agrees that it will defend, indemnify and hold harmless Grant and Stillwater against any and all liability, loss, damages, costs and expenses which Grant or Stillwater 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).

G. DATA PRIVACY

All data collected, created, received, maintained, or 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.

H. CONDITIONS

Grant or Stillwater shall not assess or otherwise recover any portion of their cost for this project or its ongoing maintenance through assessment of County property.

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

CITY OF STILLWATER

Mayor Date

City Administrator Date

Approved as to form:

City Attorney Date

AGENDA ITEM 6A

STAFF ORIGINATOR	Administrator/Clerk
MEETING DATE	May 1, 2018
TOPIC	City of Grant IT Policy
VOTE REQUIRED	Simple Majority

BACKGROUND

The City Auditor has a recommended change to the Grant IT Policy relating to the changing of passwords. Section 15, Passwords, states “The changing of passwords is up to the discretion of each employee and must be documented”.

The proposed revision will state “The changing of passwords will be conducted at a minimum of every month”.

STAFF RECOMMENDATION

Approve revision to City of Grant IT Policy

Email and other electronic documents must be saved in accordance with the City's records retention schedule if they are required for ongoing legal, fiscal, administrative, operational or research purposes. These records should be saved to word processing or paper file for storage according to the City's records and retention schedule. An example of this would be official correspondence on a litigated matter. Any email or other documents that does not fall into his category may be deleted immediately. It is up to the discretion of the Administrator/Clerk if the electronic document or a paper file is the official record of the City, per the records retention schedule.

13. Portable Files. To facilitate off-site work, employees may copy appropriate files to and from portable media (i.e. CD, DVD, USB drives, memory sticks, etc.). Any portable media used in computers outside of the City of Grant should be checked for viruses before using in a City computer. No other files or information may be copied from City computers.

14. Remote Access. Certain employees may be given the ability to access the City's computer systems from remote locations or from home, using either personal equipment or City owned equipment.

Remote access is limited to the Administrator/Clerk, staff classified as exempt and who frequently work independently on City business. Non-exempt staff may be given temporary access from time to time as needed, but only with approval.

15. Passwords. All City passwords are the property of the City and must be provided to the City upon request. The changing of passwords will be conducted at a minimum of every month.

16. Notice of Computer Problems. Employees are responsible for notifying the appropriate City representatives, website provider, and/or computer repair team about computer problems. The Administrator/Clerk is authorized to order required repairs to the City computer. Employees should err on the side of caution when reporting issues.

INTERNAL CONTROL PROCEDURES

Internal Control consists of five components: control environment, risk assessment, control activities, the information system, and monitoring control performance. The City of Grant analyzes and integrates these five components in to their business practices. Any and all employees, are directly involved in helping the city make sure that these practices are followed and are asked to familiarize themselves with the City's internal control documents and processes.

AGENDA ITEM 6B

STAFF ORIGINATOR	Administrator/Clerk
MEETING DATE	May 1, 2018
TOPIC	City of Grant Policy and Procedure Manual
VOTE REQUIRED	Simple Majority

BACKGROUND

At the April, 2018 City Council meeting the Council suggested a revision to the City of Grant Policy and Procedure Manual relating to City Council meeting agenda items.

Attached is a draft language revision to Section 2, Item C, Addition of Agenda Items.

STAFF RECOMMENDATION

Council prerogative

The Council generally approves all items on the consent agenda with the passage of one motion. If there is any item on the consent agenda that a Council Member feels warrants further discussion, it is removed by motion, second and majority vote of the Council from the consent agenda and dealt with individually. The item may be placed under New Business on the regular agenda. Questions regarding the consent agenda should always be submitted prior to the meeting by addressing these questions to the Administrator.

C. **Addition of Agenda Items**

Items not on the agenda but proposed for future agenda placement are to be brought up under Council or Staff updates to consider for a future agenda. If the majority of the Council agrees on a proposed item for the next agenda, supporting documentation and purpose of the item shall be provided in the Council packets.

Upon adoption of the agenda, staff may recommend an additional agenda item if immediate Council action is required.

D. **Public Input**

Individuals may address the City Council about any item not included on the regular agenda during the Public Input portion of the agenda. The Mayor will recognize speakers to come to the podium, signing in to speak is not a guarantee of the opportunity. Speakers will state and write their name and address and limit their remarks to two (2) minutes with five speakers maximum. Generally, the City Council will not take official action on items discussed at this time, but may refer the matter to staff for a future report or direct that the matter be scheduled on an upcoming agenda. The Council may also determine an issue should be addressed with the individual and direct the Administrator/Clerk to work with the individual directly, as no Council action would be required.

Section 3

MINUTES

the presiding officer fails to act, the Council may, by motion, second and majority vote issue such an order. The Council has authority to preserve order at its meetings. The Council can use necessary force, including the use of the police law enforcement to carry out the mandate. A person who disturbs a public meeting may be guilty of disorderly conduct. If a person is excluded from a meeting, the Council should provide an opportunity for the excluded person to give his or her interpretation of the exclusion to a designated City staff member to satisfy any due-process concerns.

Section 2

AGENDA FOR REGULAR MEETING

A. **Agenda Items**

Agenda items for Council meetings are typically action items that require a motion by the City Council. Agenda items are determined by City staff based on action necessary by the City Council to conduct the business of the City. Agenda items can be added upon adoption of the agenda by a motion, second and majority vote of the Council. This is generally discouraged as members of the public may not be aware of these additions.

B. **Consent Agenda**

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

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

CITY OF GRANT
RESOLUTION NO. 2018-09

**RESOLUTION REQUESTING ADDITIONAL TIME WITHIN WHICH TO COMPLETE
COMPREHENSIVE PLAN “DECENNIAL” REVIEW OBLIGATIONS**

WHEREAS, Minnesota Statutes section 473.864 requires local governmental units to review and, if necessary, amend their entire comprehensive plans and their fiscal devices and official controls at least once every ten years to ensure comprehensive plans conform with metropolitan system plans and ensure fiscal devices and official controls do not conflict with comprehensive plans or permit activities that conflict with metropolitan system plans; and

WHEREAS, Minnesota Statutes sections 473.858 and 473.864 require local governmental units to complete their “decennial” reviews by December 31, 2018; and

WHEREAS, Minnesota Statutes section 473.864 authorizes the Metropolitan Council to grant extensions to local governmental units to allow local governmental units additional time within which to complete the “decennial” review and amendments; and

WHEREAS, any extensions granted by the Metropolitan Council must be submitted by May 31, 2018, and must include a timetable and plan for completing the review and amendment; and

WHEREAS, the [City] will not be able to complete its “decennial” review by December 31, 2018, for the following reasons: Staff Work Load and Development of Plan Components, Surface Water Management.

WHEREAS, the [City Council] finds it is appropriate to request from the Metropolitan Council an extension so the City can have additional time to complete and submit to the Metropolitan Council for review an updated comprehensive plan and amend its fiscal devices and official controls.

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

1. The City Administrator is directed to submit to the Metropolitan Council no later than May 31, 2018, an application requesting an extension to March 31, 2019.
2. The [City Administrator] is directed to include with the request a reasonably detailed timetable and plan for completing: (a) the review and amendment by March 31, 2019; and (b) the review and amendment of the City’s fiscal devices and official controls.

Adopted by the City Council of Grant on May 1, 2018.

Approved:

Mayor

Attested:

Administrator

Kim Points
Administrator
City of Grant

April 23 2018

Minute Corrections

Page 2 line 10 should read that City Attorney made threats against Councilman Lanoux and Sederstrom out side of building if another outburst occurs.

Page 10 line 7 should read that councilman Lanoux requested Councilman Tom Carr to abstain from voting as he recently represented Steve Cossack as his realtor in purchasing neighboring property.

Page 11 line 30 does not reflect Councilman Sederstroms clarification that

EXECUTIVE SESSION TO DISCUSS PENDING LITIGATION (Jane Doe v. Larry Lanoux

Jane Doe is City Administrator Kim Points.

Agenda Items Please add to next months agenda

Road Policy City news letter is misleading
Information on Grant is inaccurate pertaining to Grant application.

[http://www.cityofgrant.us/sites/default/files/Grant 2016 Pavement Management Report FINAL 0.pdf](http://www.cityofgrant.us/sites/default/files/Grant%202016%20Pavement%20Management%20Report%20FINAL%200.pdf)

Please provide copy to all councilman and staff copy of

Grant 2016 Pavement Management Report
for discussion.

3 M Settlement Update

Councilman Lanoux and Sederstrom will share information presented at public hearing they attended regarding this issue

Attorney Update Please please direct city attorney to be prepared to state the form of government that the city of Grant was incorporated under when it became a city. Please direct city attorney to be prepared to discuss whether Mayor Jeff Hubers acceptance of free cable and internet is in violation of city council meeting January 2

2018 the City of Grant violated Minnesota Statute

2017 Minnesota Statutes

10A.071 CERTAIN GIFTS BY LOBBYISTS AND PRINCIPALS PROHIBITED.

Subdivision 1. Definitions. (a) The definitions in this subdivision

apply to this section.

(b) "Gift" means money, real or personal property, a service, a loan, a

forbearance or forgiveness of indebtedness, or a promise of future

employment, that is given and received without the giver receiving

consideration of equal or greater value in return.

(c) "Official" means a public official, an employee of the legislature,

or a local official of a metropolitan governmental unit.

(d) "Plaque" means a decorative item with an inscription recognizing

an individual for an accomplishment.

Subd. 2. Prohibition. A lobbyist or principal may not give a gift or

request another to give a gift to an official. An official may not accept a gift from a lobbyist or principal.

all three Items shall be placed on new business .

Larry Lanoux
Councilman
City of Grant

Kim Points
Administrator
City of Grant

April 23 2018

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Jane Doe is City Administrator **Kim Points**

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Minnesota Superfund Sites -

Note: Many of these sites have been properly remediated. See the Superfund description in the [previous page](#). To get information about these sites, call the [EPA Regional Office](#) for the state, providing the EPA Site #

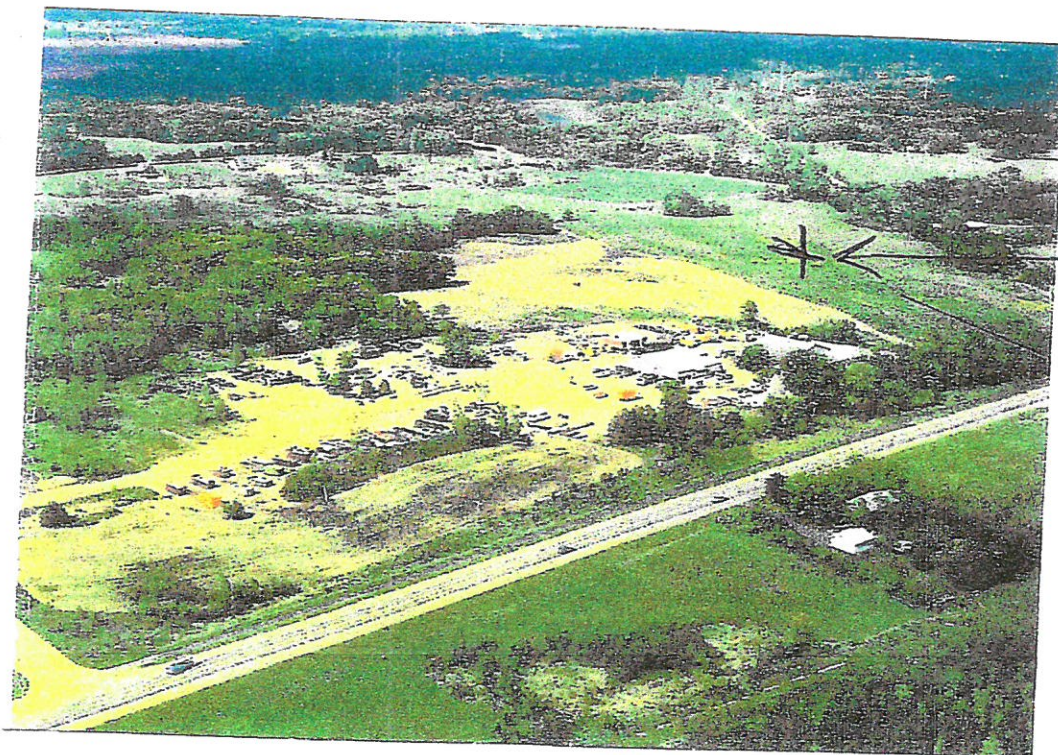
STILLWATER
8678 75TH STREET NORTH

BELLAIRE SANITATION
MND064792427

STILLWATER
NE1/4 SE1/4 SEC28 T30N R21W

GRANT TOWNSHIP 3M DUMP SITE
MND981526429

Photo of Bellaire Sanitation in Full Operation



New
Wildwood
Elementary
School

Note new location of Wildwood Elementary School

It's the Parents Right to Know

Your children are our future

For more information go to

Facebook Wildwood Elementary, Mahtomedi Mn Environmental

3M settlement: key facts

The State of Minnesota and the 3M Company announced an agreement to settle the state's Natural Resource Damage lawsuit on February 20, 2018. Under the terms of the agreement, 3M will make an \$850 million grant to the state to be used for clean drinking water and natural resource projects, and the state's lawsuit expenses. After legal and other expenses are paid, about \$720 million will be invested in drinking water and natural resource projects in the Twin Cities east metropolitan region.

Grant trustees

The grant trustees are the Minnesota Pollution Control Agency (MPCA) and Minnesota Department of Natural Resources (DNR).

Priority one — ensure safe drinking water

The top priority for investing the grant money is to improve the quality and quantity of drinking water in the east metropolitan area. This area includes, but is not limited to, the cities of Afton, Cottage Grove, Lake Elmo, Newport, Oakdale, St. Paul Park, Woodbury and the townships of Grey Cloud Island and West Lakeland.

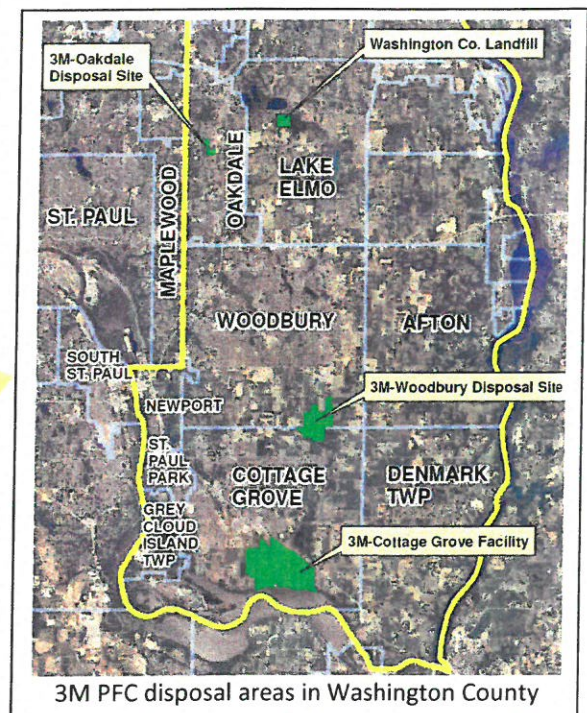
Funded projects will help provide the region's 157,000 residents and businesses with clean drinking water to meet current and future needs. Such efforts could include alternative sources of drinking water for cities or private well owners, treating existing contaminated drinking water wells, or connecting homes served by private wells to municipal drinking water systems.

Grant funds could also support the sustainability of drinking water sources with projects such as promoting water conservation or preserving open spaces to help recharge drinking water sources and enhance water quality.

Priority two — enhance natural resources

The second priority for grant spending is to enhance water resources, wildlife habitat, and outdoor recreational opportunities in the east metropolitan area, or downstream of the area on the Mississippi and St. Croix Rivers. Such projects might include restoring and protecting fish and wildlife habitat, building boat ramps and fishing piers to provide access to fish unaffected by PFC contamination, or cleaning up contaminated river sediments.

The MPCA and DNR will have immediate access to \$20 million in grant funds for projects in this priority category. After the safe drinking water goals of the first priority are reasonably achieved, more grant money can be used for natural resource projects.



City Council report for March 2018

Date: April 19, 2018

To: Honorable Mayor & City Council Members

From: Jack Kramer Building Official

Zoning Enforcement:

1. Ms. Nancy Ludwig 6090-117th. St. N. (Abandoned Motor Vehicles).

a. The City received a formal complaint regarding several abandoned motor vehicles located on the property. I sent a letter dated April 16, 2018 regarding the vehicles.

Building Permit Activity:

Seventeen (17) Building Permits were issued for a total valuation of \$ 288,821.43.

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".

Jack Kramer

Building & Code Enforcement Official

Grant Master Form								
Permit	Permit Type	Name	Project Address	Date Issued	Valuation:	City Fee:	75%	Plan CK Fee:
2018-57	Solar Units	Kloek	11108 Manning Trail N	4/1/2018	\$ 44,745.00	\$ 593.75	\$ 445.31	\$ 385.93
2018-58	Remodeling	Yunker	6223 Keswick Ave.N.	4/2/2018	\$ 65,000.00	\$ 748.75	\$ 561.56	\$ 486.68
2018-59	Re-Siding	Polar Bldr's	10218-67th. St. N	4/5/2018	\$ 6,000.00	\$ 125.25	\$ 93.93	\$ -
2018-60	Patio Door	Renewal	10300-117th. St. N.	4/7/2018	\$ 13,359.00	\$ 265.25	\$ 198.93	\$ 9.00
2018-61	Windows	Bick	10080 dellwood Rd.. N	4/7/2018	\$ 9,400.00	\$ 181.25	\$ 135.93	\$ -
2016-62	Re-Roof	Harper	10746 Manning Trl. Ct.	4/7/2018	\$ 9,086.00	\$ 181.25	\$ 135.93	\$ -
2018-63	Re-Roof	Munkelwitz	7200 Manning ave. N.	4/7/2018	\$ 8,000.00	\$ 153.25	\$ 114.93	\$ -
2018-64	Re-Siding	Swanson	10258-119th. St. N.	4/9/2018	\$ 10,500.00	\$ 195.25	\$ 146.43	\$ -
2018-65	Cell Antenna's	Verizon	9254 Manning Ave.N.	4/9/2018	\$ 25,000.00	\$ 391.75	\$ 293.81	\$ -
2018-66	Re-Roof	Bloomstrand	6277 Keats Ave.N.	4/10/2018	\$ 10,131.43	\$ 195.25	\$ 146.43	\$ -
2018-67	Swim Pool	Bruggeman	9087 Joliet Ave. N.	4/13/2018	\$ 15,000.00	\$ 251.25	\$ 188.43	\$ -
2018-68	Re-Roof	Michels	11055-66th. St. N.	4/16/2018	\$ 20,360.00	\$ 335.25	\$ 251.43	\$ -
2018-69	Bath Remodel	Jewett	7650 Leeward Ave. N.	4/16/2018	\$ 20,000.00	\$ 321.25	\$ 240.93	\$ 208.81
2018-70	Windows	Schmid	9370-96th. St. N.	4/16/2018	\$ 10,740.00	\$ 195.25	\$ 146.43	\$ -
2018-71	Re-Roof	Adams	7650 Fieldridge Rd.N.	4/16/2018	\$ 10,500.00	\$ 181.25	\$ 135.93	\$ -
2018-72	Re-Roof	Gusick	9080 Justen Trl. N.	4/16/2018	\$ 11,000.00	\$ 181.25	\$ 135.93	\$ -
2018-73	Plumbing	Healy	11691 Irish Ave. N.	4/18/2018	N/A	\$ 80.00	\$ 60.00	\$ -
Monthly total					\$ 288,821.43	\$ 4,576.50	\$ 3,432.27	\$ 1,090.42