

**City of Grant
City Council Agenda
June 28, 2018**

The regular monthly meeting of the Grant City Council will be called to order at 7:00 o'clock p.m. on Thursday, June 28, 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. June 5, 2018 City Council Meeting Minutes
- B. June 2018 Bill List, \$53,083.37
- C. Kline Bros. Excavating, Road Work, \$18,853.75
- D. City of Mahtomedi, 2nd Quarter Fire Contract, \$34,317.00
- E. City of Stillwater, 1st Half Fire Contract, \$58,124.00

F. Miller Excavating, Inc., 2018 Gravel, \$37,344.24

G. North Valley, 65th Street Road Project, Pay Voucher #1, \$29,380.29

5. **STAFF AGENDA ITEMS**

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

B. City Planner, Jennifer Haskamp

i. Consideration of Resolution No. 2018-11, Application for Minor Subdivision, 9411 Joliet Avenue North

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

6. **NEW BUSINESS**

A. Consideration of Video Technician Contract, Administrator/Clerk

B. Consideration of Resolution No. 2018-12, Election Judge Appointments, Administrator/Clerk

C. Consideration of Extension Agreement, Washington Suburban Cable Commission and Comcast

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 JUNE 29 THROUGH JULY 31 2018:**

Mahtomedi Public Schools Board Meeting, Thursday, July 12th and July 26th, Mahtomedi District Education Center, 7:00 p.m.

Stillwater Public Schools Board Meeting, Thursday, July 12th, Stillwater City Hall, 7:00 p.m.

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

10. **ADJOURNMENT**

Disbursements Register

Fund Name: All Funds

Date Range: 06/01/2018 To 06/21/2018

<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>
06/19/2018	Payroll Period Ending 06/30/2018	13766	June18	N	Clerk Salary	100-41101-100-	\$ 3,736.70
	Total For Check	13766					\$ 3,736.70
06/19/2018	City of Mahtomedi	13767	2ndQuarter Fire Contract	N	Fire - Mahtomedi	100-42002-300-	\$ 34,317.00
	Total For Check	13767					\$ 34,317.00
06/19/2018	City of Stillwater	13768	1st Half Fire Contract	N	Fire - Stillwater	100-42003-300-	\$ 58,124.00
	Total For Check	13768					\$ 58,124.00
06/19/2018	Ready Watt Electric	13769	Siren #2 Maintenance/Repair	N	Siren Warning System	100-42007-220-	\$ 1,656.00
	Total For Check	13769					\$ 1,656.00
06/19/2018	AirFresh Industries	13770	PortaPot #30204/30582	N	Town Hall Porta Pot	100-43007-210-	\$ 250.00
	Total For Check	13770					\$ 250.00
06/19/2018	Bay West	13771	EAW Revision	N	Escrow	916-49320-301-	\$ 4,000.00
	Total For Check	13771					\$ 4,000.00
06/19/2018	Todd Smith	13772	Monthly Assessment Services - June	N	Property Assessor	100-41208-300-	\$ 1,991.92
	Total For Check	13772					\$ 1,991.92
06/19/2018	CenturyLink	13773	City Phone	N	City Office Telephone	100-41309-321-	\$ 132.84
	Total For Check	13773					\$ 132.84
06/19/2018	Press Publications	13774	Publishing	N	Escrow	916-49320-351-	\$ 63.18
	Total For Check	13774					\$ 21.06
06/19/2018	Miller Excavating	13775	Gravel	N	Gravel Road Costs	100-43106-300-	\$ 84.24
	Total For Check	13775					\$ 3,959.67
06/19/2018	CliftonLarsonAllen	13776	Inv#1840528	N	Audit Fees	100-41201-300-	\$ 2,750.00
	Total For Check	13776					\$ 2,750.00
06/19/2018	Waste Management	13777	Recycling	N	Recycling	100-43011-384-	\$ 4,813.50
	Total For Check	13777					\$ 4,813.50
06/19/2018	Lisa Senepole	13778	VideoTech	N	Cable Costs	100-41212-301-	\$ 150.00

Fund Name: All Funds

Date Range: 06/01/2018 To 06/21/2018

<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>
06/19/2018	KEJ Enterprises	13779	June 2018 Road Contractor	N	Animal Control	100-42006-300-	\$ 83.00
		13779			Town Hall Mowing	100-43006-300-	\$ 125.00
		13779			Ball Field Maintenance	100-43009-300-	\$ 125.00
		13779			Road Engineering Fees	100-43102-300-	\$ 166.14
		13779			Road Garbage Removal	100-43105-300-	\$ 167.00
		13779			Gravel Road Costs	100-43106-300-	\$ 20.84
		13779			Magnesium Choride	100-43107-300-	\$ 41.67
		13779			Road Sign Replacement	100-43110-300-	\$ 83.84
		13779			Culvert Repair	100-43111-300-	\$ 20.84
		13779			Snow & Ice Removal	100-43113-300-	\$ 5,416.67
		13779			Road Brushing	100-43114-300-	\$ 2,250.00
		13779			Road Side Mowing	100-43115-300-	\$ 500.00
		13779					\$ 9,000.00
06/19/2018	PERA	13780	PERA	N	Clerk PERA	100-41102-120-	\$ 376.77
		13780			Clerk PERA Withholding	100-41108-100-	\$ 326.53
		13780					\$ 703.30
06/19/2018	IRS	EFT103	Payroll Taxes	N	Clerk FICA/Medicare	100-41103-100-	\$ 384.30
		EFT103			Clerk Medicare	100-41105-100-	\$ 72.84
		EFT103			Federal Withholding	100-41107-100-	\$ 374.90
		EFT103			Social Security Expens	100-41109-100-	\$ 311.46
		EFT103					\$ 1,143.50
06/21/2018	Sprint	13781	City Cell Phone	N	Road Expenses - Other	100-43116-321-	\$ 35.00
		13781					\$ 35.00
06/21/2018	Miller Excavating	13782	Gravel	N	Gravel Road Costs	100-43106-300-	\$ 37,344.24
		13782					\$ 37,344.24
06/21/2018	North Valley	13783	65th Street Road Project	N	Petitioned - 65th Street	100-43172-220-	\$ 29,380.29
		13783					\$ 29,380.29
06/21/2018	Kline Bros Excavating	13784	Road Maintenance	N	Miscellaneous Expenses	100-41306-301-	\$ 175.00
		13784			Grader Contractor	100-43101-301-	\$ 8,540.00
		13784			Gravel Road Costs	100-43106-301-	\$ 2,775.00
		13784			Gravel Reclaiming	100-43127-301-	\$ 2,260.00
		13784			Ditch Repair	100-43133-220-	\$ 5,103.75
		13784					\$ 18,853.75

Fund Name: All Funds

Date Range: 06/01/2018 To 06/21/2018

Date Vendor
06/21/2018 Johnson Turner Legal

Check #
13785
13785
13785
13785
13785
Total For Check 13785

Description
May Billing

Void Account Name
N Legal Fees - General
Legal Fees - Complaints
Legal Fees - Prosecutions
Escrow

F-A-O-P
100-41204-301-
100-41205-301-
100-41206-301-
916-49320-301-
922-49320-301-
6,561.50
Total
\$ 2,054.00
\$ 1,344.00
\$ 1,700.00
\$ 439.50
\$ 1,024.00
9,164.13

06/21/2018 Croix Valley Inspector
Building Inspector
Total For Check 13786

N Building Inspection

100-42004-300-
9,164.13

06/21/2018 SHC, LLC
Planning
Total For Check 13787

N City Planner
Escrow

100-41209-301-
936-49320-301-
943-49320-301-
1,100.00
420.00
1,431.07
2,951.07
Total
\$ 1,100.00
\$ 420.00
\$ 1,431.07
231,102.65

Total For Selected Checks

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



Invoice

DATE	INVOICE #
6/20/18	2481

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

DUE DATE
6/30/18

DESCRIPTION	QTY	UNIT COST	AMOUNT
5-30-18 770B (80TH, JAMACA, 68TH, JASMINE)	5.5	80.00	440.00
5-30-18 740A (80TH)	4.75	80.00	380.00
5-31-18 770B (JOLIET, KESWICK)	4.75	80.00	380.00
6-08-18 E70 (LANSING)	4	90.00	360.00
6-08-18 740A (LANSING)	2	80.00	160.00
6-11-18 E70 (LANSING)	6	90.00	540.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONHTLY SERV CHARGE	Total		2,260.00

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



Invoice

DATE	INVOICE #
6/20/18	2480

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

DUE DATE
6/30/18

DESCRIPTION	QTY	UNIT COST	AMOUNT
5-30-18 740A	2.5	80.00	200.00
5-31-18 770B	1	80.00	80.00
5-31-18 740A	5.5	80.00	440.00
6-02-18 770B	5.5	80.00	440.00
6-06-18 770B	6	80.00	480.00
6-06-18 740A	7	80.00	560.00
6-08-18 740A	3.25	80.00	260.00
6-09-18 770B	3.5	80.00	280.00
6-11-18 740A	5	80.00	400.00
6-12-18 770B	4.5	80.00	360.00
6-12-18 740A	2	80.00	160.00
6-14-18 770B	3	80.00	240.00
6-18-18 770B	9	80.00	720.00
6-18-18 740A	11.5	80.00	920.00
6-19-18 770B	10.5	80.00	840.00
6-19-18 740A	12	80.00	960.00
6-20-18 770B	7	80.00	560.00
6-20-18 740A	8	80.00	640.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONHTLY SERV CHARGE	Total		8,540.00

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



Invoice

DATE	INVOICE #
6/20/18	2483

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

DUE DATE
6/30/18

DESCRIPTION	QTY	UNIT COST	AMOUNT
DITCHWORK ON LANSING SOUTH OF SMILEY FACE SILO			0.00
6-08-18 1845C	2	85.00	170.00
6-08-18 T600	1	75.00	75.00
6-12-18 E70 SOUTH OF 96	4	90.00	360.00
6-12-18 1845C SOUTH OF 96	5.5	85.00	467.50
6-12-18 T600 SOUTH OF 96	2	75.00	150.00
DITCHWORK ON 110TH ST & KELVIN (DITCH FULL TO TOP OF CULVERT, CULVERT PLUGGED, WATER FLOWED DOWN SIDE OF STREET) SOUTH SIDE			0.00
6-13-18 E70	5.5	90.00	495.00
6-13-18 1845C	5.5	85.00	467.50
6-13-18 LNT9000	6	75.00	450.00
6-13-18 T600	1	75.00	75.00
6-14-18 E70	5.25	90.00	472.50
6-14-18 1845C	5.25	85.00	446.25
6-14-18 LNT9000	6	75.00	450.00
6-14-18 T600	1	75.00	75.00
6-15-18 E70	3.5	90.00	315.00
6-15-18 1845C	3.5	85.00	297.50
6-15-18 LNT9000	3.5	75.00	262.50
6-15-18 T600	1	75.00	75.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE	Total		5,103.75

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



Invoice

DATE	INVOICE #
6/20/18	2484

BILL TO	JOB ADDRESS
CITY OF GRANT 111 WILDWOOD RD WILLERNIE, MN 55090	

DUE DATE
6/30/18

DESCRIPTION	QTY	UNIT COST	AMOUNT
6-08-18 BURY 25 FISH DUMPED IN JULY CUL-DE-SAC			0.00
6-08-18 E70	1	90.00	90.00
6-08-18 1845C	1	85.00	85.00
Total			175.00

AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONHTLY SERV CHARGE

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



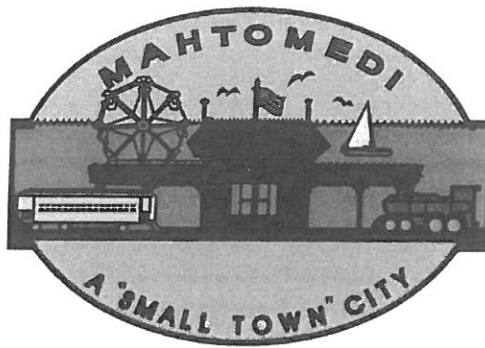
Invoice

DATE	INVOICE #
6/20/18	2482

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

DUE DATE
6/30/18

DESCRIPTION	QTY	UNIT COST	AMOUNT
5-30-18 LOADS OF RC-5 HAULED TO INGBERG	6	75.00	450.00
5-30-18 770B SPREAD CRAVEL	1.5	80.00	120.00
6-08-18 LOADS OF RC-5 HAULED TO LANSING BY SMILEY FACE SILO	10	75.00	750.00
6-08-18 1845 SPREAD	2	85.00	170.00
6-08-18 LNT9000 COMPACT GRAVEL	1	75.00	75.00
6-11-18 LOADS OF RC-5 HAULED TO LANSING NORTH OF BIKE TRL ON HILL & CURVE	6	75.00	450.00
6-11-18 740A SPREAD GRAVEL	2	80.00	160.00
6-11-18 LNT9000 COMPACT GRAVEL	1	75.00	75.00
6-19-18 LOADS OF RC-5 HAULED TO INGBERG	4	75.00	300.00
6-20-18 LOADS OF RC-5 HAULED TO IDEAL AVE N <i>101st St</i>	3	75.00	225.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE	Total		2,775.00



January 8, 2018

City of Grant
c/o Kim Points
P.O. Box 577
Willernie, MN 55090

Dear Kim,

Please remit a check in the amount of \$34,317.00 for the 2nd quarter fire contract. Please pay July 1, 2018.

If you have any questions, please feel free to give me a call at 651-426-3344.

Thank you,

A handwritten signature in cursive script that reads 'Jerene Rogers'.

Jerene Rogers
Account Clerk



DATE	INVOICE NO
6/1/2018	0054976

BILL TO
City of Grant P O Box 577 111 Wildwood Rd Willernie, MN 55090

DUE DATE
7/1/2018

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS ACCOUNT BALANCE						0.00
Fire Contract Jan - Dec 2018:						
1st Half Contract (\$116,248.00)	1.00	58,124.00	58,124.00	0.00	0.00	58,124.00
INVOICE TOTAL:			58,124.00	0.00	0.00	58,124.00

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (651) 430-8800

Customer Name: City of Grant
 Customer No: 100353
 Account No: 0000006 - AR account for 100353

DUE DATE	INVOICE NO
7/1/2018	0054976



Please remit payment by the due date to:

City of Stillwater
 216 4th St N
 Stillwater, MN 55082-

Invoice Total: 58,124.00
 Discounts: 0.00
 Credit Applied: 0.00
 Ending Balance: 58,124.00

INVOICE BALANCE: \$58,124.00
AMOUNT PAID: _____

Miller Excavating, Inc.

3741 Stagecoach Trail North

Stillwater, MN 55082

Phone: (651) 439-1637

Fax: (651) 351-7210



Invoice

Date	Invoice #
6/20/2018	25445

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

P.O. No.	Terms
	Net 10 Days

Date	Description	Quantity	U/M	Rate	Amount
6/13/2018	Class 5 Aggregate Base (High Binder) - Delivered M-3	856.08	TON	9.95	8,518.00
6/13/2018	CAT 140H Grader	10	HR	145.00	1,450.00
6/14/2018	Class 5 Aggregate Base (High Binder) - Delivered M-3	1,364.54	TON	9.95	13,577.17
6/14/2018	CAT 140H Grader	11	HR	145.00	1,595.00
6/10/2018	Class 5 Aggregate Base (High Binder) - Delivered M-3	748.63	TON	9.95	7,448.87
6/15/2018	Class 5 Aggregate Base (High Binder) - Delivered M-5	354.04	TON	9.95	3,522.70
6/15/2018	CAT 140H Grader	8.5	HR	145.00	1,232.50
Please Remit Payment to: Miller Excavating, Inc. PO Box 200 Bayport, MN 55003		Sales Tax (6.875%)			\$0.00
		Total			\$37,344.24
		Payments			\$0.00
		Balance Due			\$37,344.24
		Due Date		6/30/2018	



CITY OF GRANT

111 Wildwood Road
Grant, MN 55090-0487

Project R-010203-000 - 65TH STREET NORTH IMPROVEMENTS PROJECT
Pay Voucher No. 1

Contractor: North Valley, Inc.
20015 Iguana Street NW
Nowthen, MN 55330

Contract No.
Vendor No.
For Period: 5/15/2018 - 6/15/2018
Warrant # _____ Date _____

Contract Amounts

Original Contract	\$41,287.36
Contract Changes	\$0.00
Revised Contract	\$41,287.36

Work Certified To Date

Base Bid Items	\$30,926.62
Backsheet	\$0.00
Change Order	\$0.00
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$30,926.62

Funds Encumbered

Original	\$41,287.36
Additional	N/A
Total	\$41,287.36

	Work Certified This Pay Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Pay Voucher	Total Amount Paid To Date
R-010203-000	\$30,926.62	\$30,926.62	\$1,546.33	\$0.00	\$29,380.29	\$29,380.29
Percent Retained: 5.0000%				Percent Complete: 74.9058%		
Amount Paid This Pay Voucher					\$29,380.29	

This is to certify that the items of work shown in this certificate of Pay Voucher have been actually furnished for the work comprising the above mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By

WSB & Associates, Inc.

Approved By

Construction Observer

Approved By

North Valley, Inc.

Approved By

City of Grant

Date

Date

R-010203-000 Payment Summary

No.	From Date	To Date	Work Certified Per Pay Voucher	Amount Retained Per Pay Voucher	Amount Paid Per Pay Voucher
1	05/15/2018	06/15/2018	\$30,926.62	\$1,546.33	\$29,380.29
Totals:			\$30,926.62	\$1,546.33	\$29,380.29

R-010203-000 Funding Category Report

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Pay Voucher	Total Amount Paid To Date	
UNF	30,926.62	1,546.33	0.00	29,380.29	29,380.29	
Totals:		\$30,926.62	\$1,546.33	\$0.00	\$29,380.29	\$29,380.29

R-010203-000 Funding Source Report

Accounting No.	Funding Source	Amount Paid This Pay Voucher	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
UNF	Unfunded	29,380.29	41,287.36	41,287.36	29,380.29
Totals:		\$29,380.29	\$41,287.36	\$41,287.36	\$29,380.29

R-010203-000 Project Material Status									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
ROADWAY IMPROVEMENTS									
1	2021.501	MOBILIZATION (5%)	LUMP SUM	\$1,337.41	1	1	\$1,337.41	1	\$1,337.41
2	2231.509	BITUMINOUS PATCHING MIXTURE (SPECIAL)	TON	\$189.35	25	0	\$0.00	0	\$0.00
3	2331.603	JOINT ADHESIVE	L F	\$0.72	1760	0	\$0.00	0	\$0.00
4	2332.604	EDGE MILL	L F	\$6.71	400	0	\$0.00	0	\$0.00
5	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$3.04	500	210	\$638.40	210	\$638.40
6	2360.501	TYPE SP 12.5 WEARING COURSE MIX (2,B)	TON	\$59.49	500	486.65	\$28,950.81	486.65	\$28,950.81
Totals For ROADWAY IMPROVEMENTS:							\$30,926.62		\$30,926.62
Project Totals:							\$30,926.62		\$30,926.62

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



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

Application Date:	5/15/18
Fee: \$400	Escrow: \$4,000

pd Check # 5136 \$4,400.00

MINOR SUBDIVISIONS

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

PARCEL IDENTIFICATION NO (PIN): 1503021410001 LEGAL DESCRIPTION:		ZONING DISTRICT & COMP PLAN LAND USE: LOT SIZE: 5 Acres
PROJECT ADDRESS: 9411 Joliet Ave N. Stillwater, MN 55082	OWNER: Name: Richard T Bennett Address: 9411 Joliet Ave N City, State: Stillwater, MN Phone: 651.426.5141 Email: tombennett2@hotmail.com	APPLICANT (IF DIFFERENT THAN OWNER): Richard T. Bennett IV
DESCRIPTION OF REQUEST: Combine parcels 1503021410002 and 1503021410001 and subdivide one 5 acre lot		
EXISTING SITE CONDITIONS: raw land		
APPLICABLE ZONING CODE SECTION(S): Please review the referenced code section for a detailed description of required submittal documents, and subsequent process. 1. Chapter 30; Section 30-9		

Submittal Materials

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

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

AP	CS	MATERIALS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Site Plan: <u>Technical drawing demonstrating existing conditions and proposed changes</u> (Full scale plan sets shall be at a scale not less than 1:100) <ul style="list-style-type: none"> ▪ North arrow and scale ▪ Name, address, phone number for owner, developer, surveyor, engineer ▪ Streets within and adjacent to the parcel(s) including driveway access points ▪ Topographic data at two (2) foot contour intervals and steep slopes ▪ Proposed lot sizes (with dimensions) indicating setbacks for newly created lots ▪ Buildable area with acres and square footage identified ▪ Wetland limits (delineation) ▪ Drainage plans ▪ Soil tests for the installation of an on-site septic system

Application for: **MINOR SUBDIVISION**
City of Grant


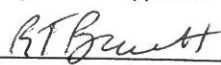
		<ul style="list-style-type: none"> ▪ Septic system and well location ▪ Building locations and dimensions with setbacks ▪ Vegetation and landscaping ▪ Wetland Delineation ▪ Shoreland classifications: waterbodies, Ordinance High Water Level, 100 year flood elevation, and bluff line ▪ Name of subdivision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

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

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

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

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

 _____ Signature of Applicant	<u>05/12/2018</u> Date
 _____ Signature of Owner	<u>5/12/2018</u> Date



D Bennett <dickbennett4@gmail.com>

9411 Joliet Ave N, Grant

3 messages

Karen Kill <KKill@mnwcd.org>
To: City of Grant <clerk@cityofgrant.us>
Cc: D Bennett <dickbennett4@gmail.com>

Thu, May 3, 2018 at 12:34 PM

Kim,

I met today with Dick Bennett to discuss his subdivision plans for 9411 Joliet Ave N in Grant. Brown's Creek Watershed District did not inventory the ~0.5 acre wetland on the property Dick plans to subdivide into a 5 acre home site. If the wetland is groundwater dependent, the maximum buffer would be 100 feet. Dick indicated that the future home site would likely be placed ~200 feet from Joliet Ave N and would not be proposing grading or impervious within 100 feet of the wetland. Therefore, BCWD has no concerns with the proposed 5 acre subdivision.

I informed Dick that actual development of the site would require a BCWD erosion control permit for grading/vegetation alteration >5,000 square feet and/or 50 cubic yards of material excavated or filled. A BCWD stormwater management permit would be required if >10,000 square feet of impervious are proposed (>5,000 square feet impervious if the site drains to a groundwater dependent natural resource). So far the general plan sounds like it would require an erosion control permit but that the impervious footprint being currently considered would be below that threshold.



Please let me know if you have any questions or concerns.

Best Regards,

Karen

Karen Kill

Administrator

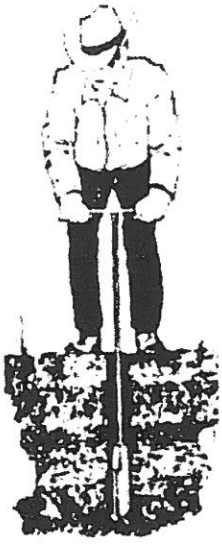
Brown's Creek Watershed District

455 Hayward Ave N

Oakdale, MN 55128

651-330-8220 x26 (office)

651-331-8316 (cell)



David R. Brown
drufusb1@yahoo.com
L#3649 C#9370
651-788-3296

PERCOLATION REPORT

WISE RESOURCE MANAGEMENT DOESN'T COST...IT PAYS

PID: 1503021410001

Grant, Mn
5/9/2018

Two soil borings were recently conducted for the proposed land split of the above named property PID: 1503021410001 for the purpose of declaring this site buildable in regards to sustaining a standard septic system. From these borings taken on 5/9/18, this lot can sustain a Type I ISTS.

This is preliminary soil testing and the final decision for this site will be made by Washington County. Additional soil testing, percolation tests and a septic design will be required prior to a septic permit being granted by Washington County. Trenches and absorption widths will need to observe setbacks of 10 feet from any lot line and at minimum 20 feet from any house, building with footings and neighboring ISTS soil treatment areas. Setbacks from any lake, stream or river will also need to be observed and these distances vary pertaining to the type of waterway. Individual wells will need to observe a 50 foot setback from any soil treatment area.

All wastewater treatment sites are to be cordoned off prior to the start of any construction activity. No construction traffic or grading is permitted in the soil treatment area (STA). All proposed wastewater treatment sites are to be protected with a visual barrier to prevent construction traffic from encroaching into the test area and possibly causing irreversible soil damage in respect to the on-site wastewater treatment and absorption areas.

All soil borings have been staked on the property and soil boring logs are attached.

David R. Brown
L#3649 C#9370

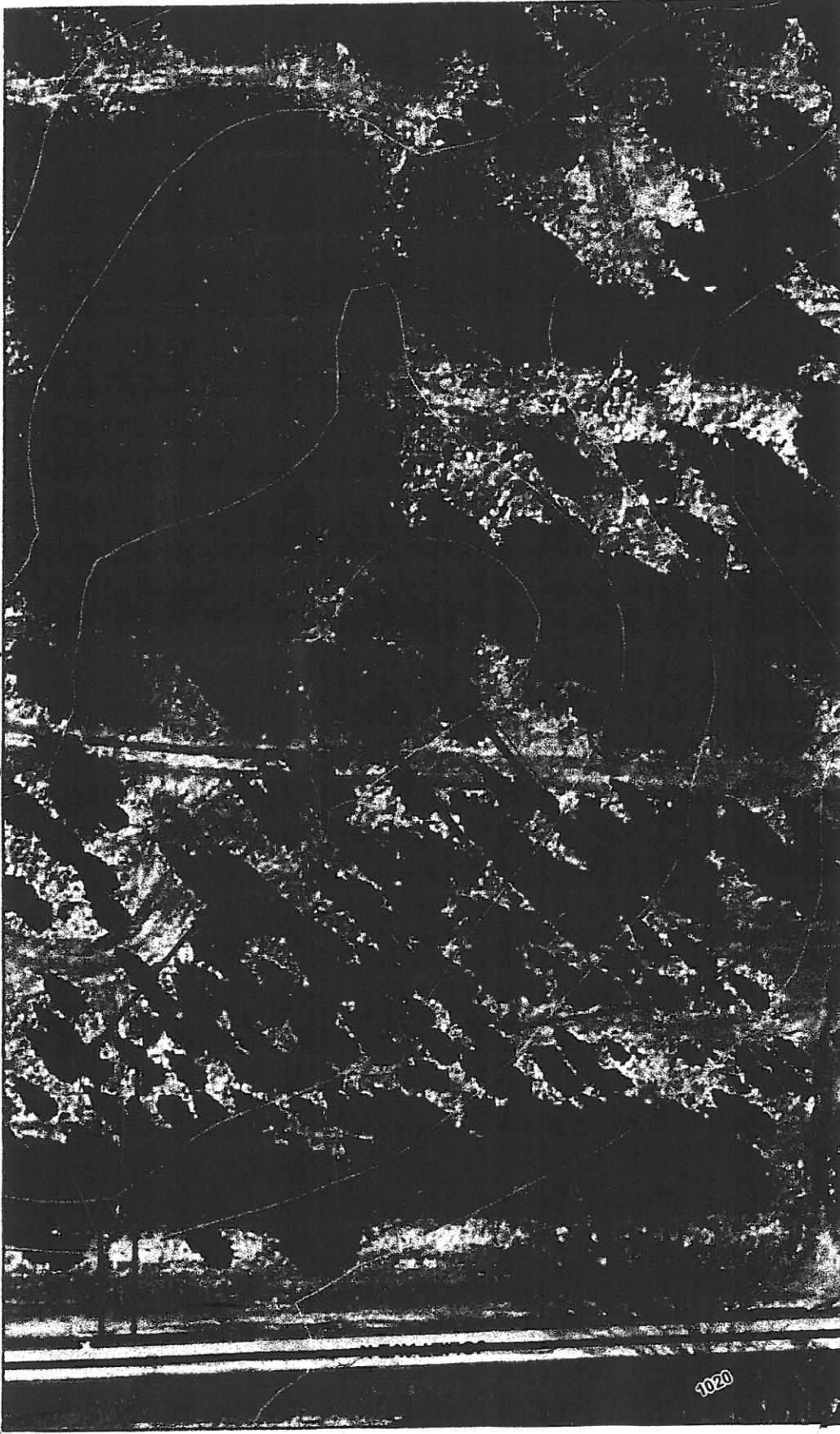
Log Of Soil Borings

Location: PID:1503021410004
 Date: 5/9/2018

Boring Hole Depth In Inches	Texture	Color		Boring Hole Depth In Inches	Texture	Color
B1				B5		
0-10	Sandy Loam	10YR3/4				
10.-44	Sandy Loam	10YR4/6				
44-48	Redox	Redox				
B2				B6		
0-12	Sandy Loam	10YR3/4				
12.-26	Sandy Loam	10YR4/4				
26-30	Auger Refusal	Redox				
B3				B7		
B4				B8		

PID: 1503021410001

Washington County, MN



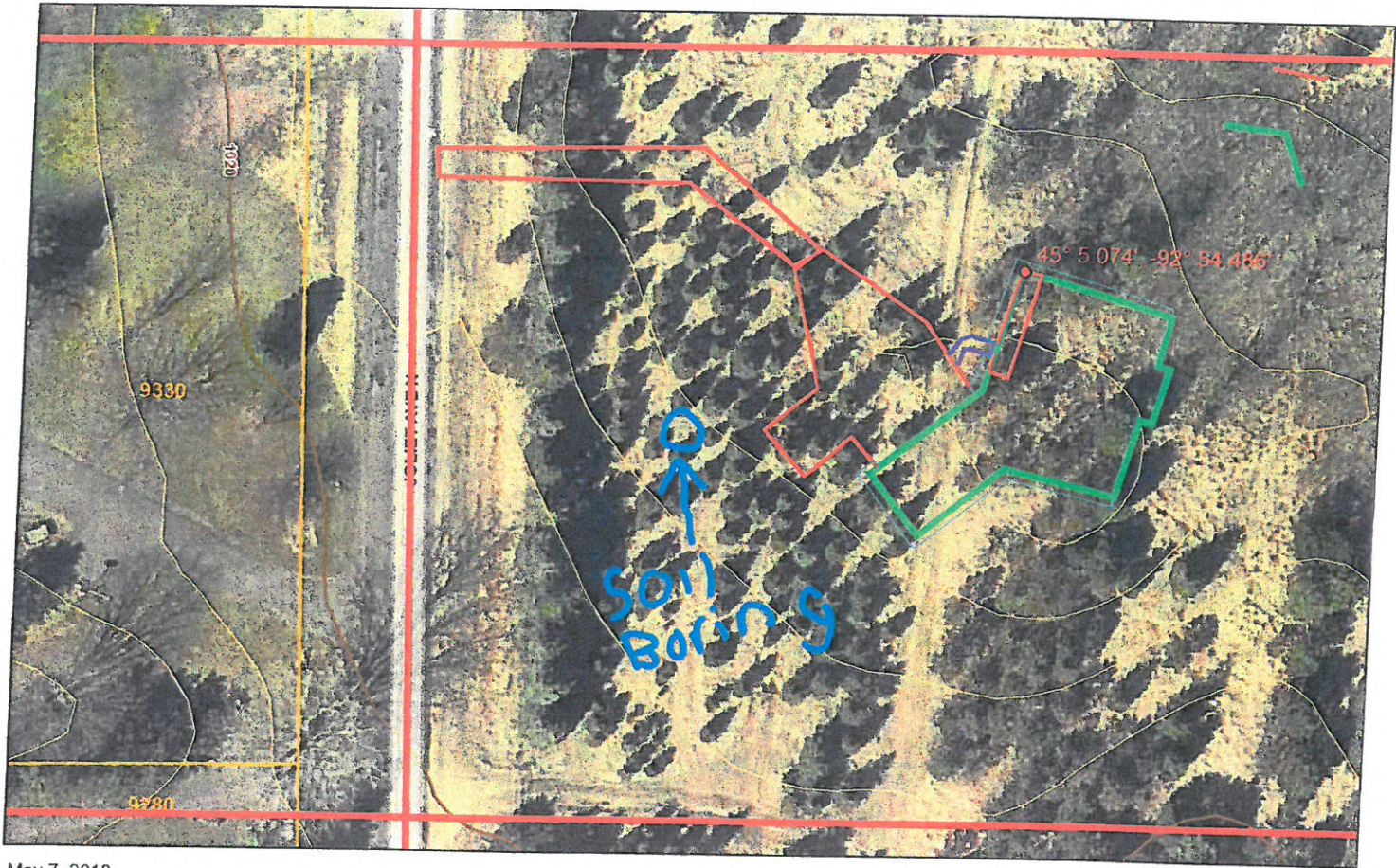
1020

Map Scale
1 inch = 42 feet
5/7/2018

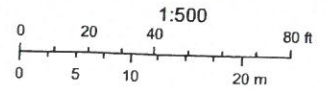
Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

(B1) & (B2) = SOIL BORINGS

Washington County, MN



May 7, 2018



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.



STAFF REPORT

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

Date: June 21, 2018

RE: Application for Lot Line Rearrangement
(Minor subdivision)
9411 Joliet Avenue North

CC: David Snyder, City Attorney

From: Jennifer Haskamp, Consulting City Planner

Background

The Applicant and Owner, Richard Bennett, is requesting a lot line rearrangement (minor subdivision) of the property located at 9411 Joliet Avenue North. There is an existing home, accessory structure, pool and tennis court located on the existing northerly parcel, and the southerly parcel is currently vacant with no structures.

Public Hearing and Planning Commission Recommendation

The Planning Commission held a duly noticed public hearing on June 19, 2018 at 6:30 PM. There were no members of the public in attendance, and no written testimony was provided regarding the request.

After brief discussion the Planning Commission unanimously recommended approval of the minor subdivision with the conditions as drafted by staff. The following staff report is generally as-presented, excluding the conditions which are presented within the attached resolution, for your review and consideration.

Project Summary

Owner & Applicant:	Richard Bennett
PID:	1503021410001 (23.06 Acres) 1503021410002 (19.98 Acres)
Address:	9411 Joliet Avenue North
Zoning & Land Use:	A-2
Request:	Lot Line Rearrangement (Minor Subdivision) to create Parcel A: 5.00 acres, and Parcel B: 38.04 Acres

The Applicant is proposing a Lot Line Rearrangement, a subsection of Minor Subdivision, to rearrange the existing parcels into a new 5.00-acre lot and a 38.04-acre lot that would include the existing homestead and accessory uses. A new single-family structure is denoted on the survey which is attached to this staff report. Full plans for the proposed home are not provided, however, the Applicant has submitted septic tests and



supporting information that is consistent with the proposed lot configuration. The existing homestead and accessory uses on the larger parcel will remain and no alterations are proposed as part of this application.

Review Criteria

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

Secs. 32-246

Existing Site Conditions

There are two existing parcels associated with this application which are located northeast of the Joliet Avenue North and Dellwood Road North (State Highway 96) intersection. The southerly parcel is approximately 23.06 acres and is bordered on the south property line by Dellwood Road North, and the westerly property line is Joliet Avenue North and is the primary frontage of the parcel. The parcel in its current configuration has approximately 570-feet of frontage on Joliet Avenue North, and 1,391-feet of frontage on Highway 96. The existing lot is vacant with no structures or improvements currently on the parcel. Based on the National Wetland Inventory and available GIS data there is an existing wetland on the north-central portion of the property. The aerial, and survey, denote that much of the property is wooded, with extensive woodlands comprising the easterly half of the property, with what appears to be planted trees (primarily conifers) on the western half of the property.

The northerly parcel is approximately 19.98 acres and shares its south border with southerly parcel's north property line. The Applicants and Owners have an existing homestead on the northerly property located approximately 176-feet from the westerly property line. The existing homestead, accessory building, and accessory uses are all accessed from one driveway which connects to Joliet Avenue North on the property's westerly property line. The existing accessory building is approximately 3,500 square feet and is located to the northwest of the existing home. The parcel in existing configuration has approximately 660-feet of frontage along Joliet Avenue North. Per the NWI and available GIS there is a wetland area located on the south-central portion of the property which extends onto the southerly parcel. The site is heavily vegetated on the eastern half of the property, as well as vegetated along the northerly property line.

Comprehensive Plan Review

The adopted Comprehensive Plan sets a maximum density of 1 unit per 10 acres in the A-2 land use designation. The proposed minor subdivision/lot line rearrangement of the total 43.04-acres results in no additional lots but will likely result in another home being constructed. The minor subdivision as proposed



meets the density requirements as established in the comprehensive plan. Further, the intent of the A-2 land use designation is to promote rural residential uses, and the proposed subdivision/rearrangement is consistent with that objective.

Zoning/Site Review

Dimensional Standards

The following site and zoning requirements in the A-2 district are defined as the following for lot standards and structural setbacks:

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

Lot Area and Lot Width

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

Lot Tabulation:

Parcel	Size	Frontage/Lot Width	Lot Depth
Parcel A	5.00 Acres	300.04'	726'
Parcel B*	38.04 Acres	924.17'	1,317.62'

**Frontage of Parcel B in non-contiguous based on lot configuration. That portion of the lot which provides access/frontage to the existing home contains approximately 1,224-feet of frontage on Joliet which is the calculated primary frontage for this analysis.*

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

Setbacks

The existing homestead and accessory structures are located on proposed Parcel B and are subject to the city’s setback requirements. The existing principal structure is setback approximately 1,010-feet from the right-of-way line (westerly property line) of Joliet Avenue North; 640-feet from the southerly right-of-way line of Highway 96; 175.7-feet from the easterly property line; and 422-feet from the northerly property line. The accessory building is setback approximately 380-feet from the newly created property line of Parcel A; 252-feet from the northerly property line; and 750-feet from the westerly right-of-way line of Joliet Avenue



North. *The existing home and accessory building on Parcel B meet or exceed all City setback requirements.*

While it is unknown whether the proposed house location on Parcel A is conceptual, staff performed a review of the setbacks to determine whether the location as proposed would comply with the City's ordinances. As denoted on the Survey, the proposed home would be setback approximately 111.7-feet from the right-of-way line of Joliet Avenue North (westerly property line, and primary frontage); 129.8-feet from the northerly property line; 480.1-feet from the easterly property line; and 94.0-feet from the southerly property line. Additionally, though a formal wetland delineation has not been completed, a rough estimate of the wetland edge based on GIS information and topography suggests that the new home would be setback approximately 500-feet from the wetland area. As shown on the survey, the proposed home on Parcel A would meet or exceed all setback requirements. Since it is unclear whether this plan is conceptual, ***Staff would recommend including a condition that all new structures, accessory and principal proposed on Parcel A, will be subject to the city's setback requirements; and if an alternate location is proposed a wetland delineation may be required to ensure appropriate setbacks and wetland buffers are maintained.***

Access & Driveways

There is an existing driveway that serves the existing home on Parcel B, and there is currently no existing access to Parcel A. As denoted on the survey, a new driveway would be constructed to serve a new home when constructed on Parcel A. ***As depicted, the proposed driveway would meet the City's driveway standards and setback requirements.***

Accessory Structures

As previously stated there is one existing accessory building located on Parcel B which is approximately 3,500-square-feet. The rearrangement of the lot will result in Parcel B containing approximately 38.04 acres. Per Section 32-313 of the City's ordinance, parcels greater than 20-acres have no restriction on total size and number of accessory buildings. As such, the existing building, and any future accessory structures on Parcel B will comply with the City's ordinances and standards. There are no accessory buildings denoted on Parcel A as part of this application. The Applicant should be aware that accessory buildings on parcels between 3 and 4.99-acres a total square footage not to exceed 2,000 square-feet, and a maximum of two (2) accessory structures are permitted. ***Staff would recommend including a condition that any future proposed accessory building(s) shall be subject to size and permitted number as stated within section 32-313 of the City's Zoning ordinance.***

Utilities (Septic & Well)

Septic System – Soil Borings

The existing home is currently served by a septic system that will continue to be used for the existing homestead. Both the septic system and well are located on Parcel B. To demonstrate the buildability of Parcel A, the Applicant submitted septic/soil borings which were submitted to Washington County for their preliminary review. Based on the preliminary results it appears that there is adequate area on Parcel A to install a septic system to support a new home, if and when, proposed. ***Staff would recommend including a***



condition of approval that a septic permit must be acquired from Washington County prior to the city issuing a building permit for a principal structure on Parcel A.

Wells

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

Other Agency Review

The Applicant contacted the Browns Creek Watershed District (BCWD) and discussed the proposed minor subdivision, including conceptual location of a new home on Parcel A. Based on the current location of the home, BCWD indicated that they would not have any concerns, but that proper erosion control permits would be required. Additionally, they noted that if the location of the proposed home were to shift further east, that additional information regarding the wetland (which may include a formal delineation) may be required. *Staff would recommend including a condition that if the location of the proposed home shifts east, that the Applicant is required to obtain proper permits and approvals based on the adjusted house location, if applicable.*

Requested Action

The Planning Commission recommended unanimous approval of the requested minor subdivision with conditions as noted. The draft resolution is provided for review and consideration by the City Council.

Attachments:

Attachment A: Application

Attachment B: Minor Subdivision exhibit, dated May 7, 2018

Attachment C: BCWD email correspondence

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2018-11**

**RESOLUTION APPROVING A REQUEST FOR MINOR SUBDIVISION AT
9411 JOLIET AVENUE NORTH**

WHEREAS, Richard T. Bennett (“Applicant”) submitted an application for a Lot Line Rearrangement – Minor Subdivision of the property located at 9411 Joliet Avenue North (“Property”), which is legally described in Exhibit A, in the City of Grant, Minnesota; and

WHEREAS, the proposed subdivision will create two new lots described as Parcel A and Parcel B on the submitted survey dated May 7, 2018; and

WHEREAS, proposed Parcel A is approximately 5.00 acres and is vacant; and

WHEREAS, proposed Parcel B is approximately 38.04 acres and contains an existing principal structure and one accessory structure; and

WHEREAS, the Planning Commission has considered the Applicant’s request at a duly noticed Public Hearing which took place on June 19, 2018; and

WHEREAS, on June 19, 2018 the Planning Commission unanimously recommended approval of the Minor Subdivision subject to certain conditions; and

WHEREAS, the City Council has considered the recommendation of the Planning Commission and the Applicant’s request at a regular City Council meeting which took place on June 28, 2018.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA, that it does hereby approve the request Richard T. Bennett for a Minor Subdivision as described in Chapter 30, based upon the following findings pursuant to Section 30-4 of the City’s Subdivision Ordinance. The City Council’s Findings relating to the standards are as follows:

- The lot line rearrangement (minor subdivision) and combination will not negatively affect the physical characteristics of the lots or the neighborhood.
- The proposed minor subdivision conforms to the city's comprehensive plan.
- The lot line rearrangement results in two lots Parcel A which is 5.00 acres and Parcel B which is 38.04 acres and complies with the density requirements of the guided A-2 land use designation.
- The lot line rearrangement creates Parcel A and Parcel B and both resulting lots comply with the A-2 zoning districts.
- The minor subdivision will not be detrimental to or endanger the public health, safety or general welfare of the city, its residents, or the existing neighborhood.

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

1. All future structures and improvements, accessory and principal, must comply with the city's and BCWD wetland buffer setback requirements.
2. All future structures and improvements will be subject to the applicable setback rules and regulations in effect at the time of application.
3. A septic permit must be acquired from Washington County prior to the city issuing a building permit for a principal structure on Parcel A.
4. If, and when, a new home is proposed on Parcel A the appropriate permits to install a well must be obtained prior to the city issuing a building permit.
5. If the location of the proposed home on Parcel A shifts east, the Applicant shall be required to contact BCWD and the City to determine if a wetland delineation, or any other permit, is required prior to the City issuing a building permit for the lot.
6. A driveway access permit shall be obtained from the City's Building Official if, and when, a new principal structure is proposed on Parcel A.
7. The City Attorney shall review and stamp the deeds associated with the created parcels.
8. All escrow amounts shall be brought up to date and kept current.

Adopted by the Grant City Council this 28th day of June 2018.

Jeff Huber, Mayor

State of Minnesota)
) ss.
County of Washington)

I, the undersigned, being the duly qualified and appointed Clerk of the City of Grant, Minnesota do hereby certify that I have carefully compared the foregoing resolution adopted at a meeting of the Grant City Council on _____, 2018 with the original thereof on file in my office and the same is a full, true and complete transcript thereof.

Witness my hand as such City Clerk and the corporate seal of the City of Grant, Washington County, Minnesota this ____ day of _____, 2018.

Kim Points
Clerk
City of Grant

AGREEMENT BETWEEN LS PRO (LISA SENOPOLE) AND THE CITY OF GRANT FOR VIDEOGRAPHER SERVICES

THIS AGREEMENT, made and entered into this 28th of JUNE, 2018, by and between the CITY OF GRANT, Washington County, Minnesota, herein referred to as "CITY," and LS PRO (LISA SENOPOLE), herein referred to as "VIDEOGRAPHER."

WHEREAS, the CITY desires to contract with a videographer to record City Council, Planning Commission, and Special Council meetings;

WHEREAS, the CITY has broadcast facilities and government access through the Ramsey Washington Suburban Cable Commission (RW/SCC); and

WHEREAS, the VIDEOGRAPHER will provide recording services, primarily for the City Council meetings, held on the second Tuesday of each month in January through December; Planning Commission meeting, held on the third Tuesday of each month, as needed. It is understood that meeting schedules may change due to Holidays and other conflicts.

WHEREAS, under the terms of this agreement, the VIDEOGRAPHER is an independent contractor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. The CITY shall be responsible for providing and maintaining the broadcast equipment and facility. The CITY is responsible for establishing broadcast policies and procedures and meeting schedules. The CITY shall provide the VIDEOGRAPHER with the next year's meeting schedule each January.
2. The CITY shall provide training for the VIDEOGRAPHER on broadcast equipment. The CITY shall pay the VIDEOGRAPHER for initial training on the equipment at a rate of \$25.00 per hour, with a minimum of three hours.
3. For filming CITY meetings, VIDEOGRAPHER shall be paid at the rate of \$25 per hour, with a minimum payment of three hours for each scheduled meeting. Meeting's exceeding three hours being billed at an hourly rate of \$25.00 per hour rounded to the nearest quarter hour. Subject to the provisions of Paragraph 11, it is the intent of the parties of this Agreement that it shall become effective June 28, 2018 and automatically renew on June 28th of each subsequent year for additional one (1) year periods until terminated. The terms of this contract may be renegotiated annually between the CITY and VIDEOGRAPHER.
4. VIDEOGRAPHER shall submit a timesheet to the city clerk after each meeting as a record of hours worked. A subsequent billing invoice for services rendered, will be submitted via email, to the city clerk, at least once per quarter. The invoice shall list meeting dates, type of meeting, and actual hours worked. The CITY agrees to pay invoice within 30 days of receipt.
5. VIDEOGRAPHER shall arrive at Grant Town Hall, 8380 Kimbro Ave, at least **30** minutes before the start of each scheduled meeting and turn on lighting in the meeting room and open the production booth. Food and beverages are not allowed in the production booth. Upon departing, VIDEOGRAPHER shall shut down equipment in the production booth, turn off lights in the production booth, and secure the door to the production booth.
6. VIDEOGRAPHER shall be professional, accommodating, courteous, and timely at all times.
7. The CITY shall notify the VIDEOGRAPHER, via email, at least three business days in advance for any special broadcast coverage requirements or changes in the meeting schedule. The VIDEOGRAPHER shall notify the CITY at least three business days in advance in event that VIDEOGRAPHER is not available to film a meeting.

8. VIDEOGRAPHER is expected to respect the confidentiality of all closed meetings. Any communication, including that on social media, of said meetings is not permitted.
9. VIDEOGRAPHER shall notify the City Clerk of any changes or issues with AV equipment.
10. The Agreement is to be considered AT WILL and may be terminated by either party at any time. E-mail shall be recognized as an official means of communication alongside, U.S. mailing.
11. If the city provides the VIDEOGRAPHER with any keys, keycards, codes etc, it is understood that the VIDEOGRAPHER shall be prohibited from allowing any parties, with exception to law enforcement and emergency personal access to the building for any reason whatsoever. Violation of these terms is grounds for immediate termination. It is further agreed upon that if this paragraph is violated, and unless waived by the CITY, any/all costs associated with re-keying, re-coding the building shall be the responsibility of the VIDEOGRAPHER. Upon contract termination, VIDEOGRAPHER shall return all keys, keycards, codes etc. to the CITY within two business days.
12. The VIDEOGRAPHER and CITY waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's terminating in accordance with the AT WILL clause.
13. Any notice required by this Agreement shall be sent as follows:

TO CITY:
 City of Grant
 111 Wildwood Road
 Willernie, MN, 55090

TO VIDEOGRAPHER:
 Lisa Senopole
 2989 Hamlet Avenue North
 Oakdale, MN 55128

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement the day and year first above written.

CITY OF GRANT

LISA SENOPOLE

 Mayor

 Lisa Senopole

 City Administrator/Clerk

 Date

 Date

CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA

Resolution No. 2018 - 12

A RESOLUTION APPOINTING ELECTION JUDGES FOR THE
AUGUST 14th, 2018 PRIMARY ELECTION AND
THE NOVEMBER. 6th, 2018 GENERAL ELECTION

WHEREAS, a State Primary Motion will be held on August 14, 2018; and the General Election will be held on November 6th, 2018;

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

WHEREAS, the City of Grant has one precinct; and

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

WHEREAS, any individuals not specified below to be placed as a replacement or as additional election judges needed up to and including the day of the election shall be appointed at that time.

NOW THEREFORE BE IT RESOLVED, that the City of Grant Council, in accordance with State Law, hereby appoints the following persons to serve as election judges for the Primary Election on August 14th, 2018 and the General Election on November 6th, 2018, approves payment of an hourly wage of \$10.00; \$14.00 for Head Judges and \$12.00 Co-Head Judge during election judge training and time served on election day.

Christine Cunningham
William Meredith

Laura Fruci
Maureen Mullaley
Rebecca Siekmeier

Iona Holsten
James Schroedl

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

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

Adopted by the City Council of the City of Grant, on June 28, 2018,

By:

Jeff Huber, Mayor

ATTEST:

Kim Points, City Clerk

Attached please find a proposed Agreement for the extension of the Franchise with Comcast. The Cable Commission is recommending that the City Council approve the Extension Agreement. The Agreement will extend the expiration date of the current Franchise from November 1, 2018 to March 31, 2019. The purpose of the proposed extension is to allow for continued informal negotiations between Comcast and the Cable Commission regarding the long-term renewal of the Franchise. Comcast is in agreement with this.

Background

As you know, the Cable Commission has been working on the matter of Franchise renewal with Comcast given that the existing Franchise Agreement that is set to expire November 1, 2018. The Commission began direct negotiations with Comcast in September 2017, and prior to that, developed and documented a comprehensive needs assessment to serve as the negotiation objective on behalf of member cities. The needs assessment report is available at:

<https://drive.google.com/drive/folders/0B37m--T9u7TcUNaZUh6MziPWms>

Renewal issues can be resolved through "informal" processes (negotiation), or through a "formal" hearing process. Based on the time required to complete the formal process, the Commission adopted two schedules. In both, the parties start with negotiations, but move the formal process forward so that it would be completed by roughly the date scheduled for franchise expiration if negotiations were not successful. One schedule assumed that the expiration date stayed as is, and effectively required the parties to reach negotiated deal points by the end of May. In the other, the parties would extend the franchise to give themselves more time to engage in negotiations.

Recommendation to Approve Extension

The Cable Commission and Comcast have exchanged proposed terms and counterproposals and held several negotiation sessions. However, no proposed deal has yet been reached. On May 23, 2018, the parties met and agreed to recommend extending the franchise expiration date to March 31, 2019 in order to allow negotiations to continue to proceed informally.

The Cable Commission therefore is recommending that the City approve the extension per the attached Extension Agreement. The Cable Commission believes this simple extension of the current franchise expiration will allow both parties to continue informal negotiations for the next couple of months without being put at a disadvantage. The extension preserves your right to use the I-NET, and preserves existing support and channels (including high definition channels) for local cable programming. It does not harm the communities in any way.

Finally, please find attached a revised the franchise renewal schedule to reflect how the timeline proceeds under this extension. The Commission leadership believes it is important to follow this schedule to protect the interests of its Member Municipalities.

EXTENSION AGREEMENT BETWEEN AND AMONG THE MEMBERS OF THE RAMSEY WASHINGTON SUBURBAN CABLE COMMISSION AND COMCAST OF MINNESOTA

WHEREAS, Comcast of Minnesota, Inc., (“Franchisee”) operates a cable television system (the “System”) in communities which are members of the Ramsey/Washington Suburban Cable Commission (RWSCC) pursuant to a franchise scheduled to expire on November 1, 2018, to which the City of Birchwood Village, the City of Dellwood, the City of Grant, the City of Lake Elmo, the City of Mahtomedi, the City of North St. Paul, the City of Oakdale, the City of Vadnais Heights, the City of White Bear Lake, White Bear Township and the City of Willernie, Minnesota, are parties (each community is a “Franchisor”); a March 9, 1995 Memorandum of Understanding; and the April 10, 2014 Settlement Agreement, as amended by Section 2 of that certain 2015 Transfer Agreement Between and Among The Members of the Ramsey Washington Suburban Cable Commission, Comcast of Minnesota, Inc. and Midwest Cable, Inc. (collectively, the Franchise and these documents are the “Franchise Documents”); and

WHEREAS, the parties previously agreed to extend the expiration date of the Franchise, and of obligations in the Settlement Agreement, through November 1, 2018; and

WHEREAS, the parties wish to extend certain time periods provided under the Franchise Documents to provide time for the parties to work together to attempt to resolve renewal issues,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. The Franchise is extended through and including March 31, 2019.

Section 2. Paragraph 10 of the “Settlement Agreement Regarding PEG Capacity” is amended so that the reference to November 1, 2018 is changed to March 31, 2019.

Section 3. Otherwise, the Franchise Documents shall remain in full force and effect in accordance with their terms.

Section 4. Both parties agree that the further extension will not require recommencement of the renewal process under state or federal law, or require either party to re-conduct any studies or proceedings that may have been or are being conducted.

Section 5. This Extension Agreement does not confer upon the Franchisee any additional rights under Section 626 of the Cable Act.

Section 6. By entering into this Extension Agreement, the parties do not otherwise waive their rights to rely upon the rights, procedures, protections and recourses granted to them pursuant to applicable Federal, state, or local rule, regulation, law or precedent.

Section 7. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement

IN WITNESS WHEREOF, the Parties have caused this Extension Agreement to be executed by duly authorized representatives of each Party on the dates written below.

COMCAST OF MINNESOTA, INC.

By: _____
John D. Keller
Title: Regional Vice President

Date:

CITY OF MAHTOMEDI

By: _____
Title:

Date:

CITY OF BIRCHWOOD VILLAGE

By: _____
Title:

Date:

CITY OF DELLWOOD

By: _____
Title:

Date:

CITY OF GRANT

By: _____
Title:

Date:

CITY OF LAKE ELMO

By: _____
Title:

Date:

WHITE BEAR TOWNSHIP

By: _____
Title:

Date:

CITY OF NORTH ST. PAUL

By: _____
Title:

Date:

CITY OF OAKDALE

By: _____
Title:

Date:

CITY OF VADNAIS HEIGHTS

By: _____
Title:

Date:

CITY OF WHITE BEAR LAKE

By: _____
Title:

Date:

CITY OF WILLERNIE

By: _____
Title:

Date:

Ramsey/Washington Cable Commission - Franchise Renewal Timeline (Revised June 2018)

DATE	INFORMAL PROCESS	FORMAL PROCESS
June-August, 2018	Informal negotiations	Preparation for drafting/issuing of renewal RFP
September, 2018	Negotiations Update/recommendations as to whether to issue RFP (formal process), or continue negotiations; final document preparation begins if applicable	Negotiations Update/deadline for recommendations as to whether to issue RFP (formal process), or continue negotiations; issue renewal RFP no later than October 15 if applicable
October, 2018	Final Franchise documentation is complete and provided to Commission office	Issue RFP with return date of no later than November 15, 2018
November, 2018	Public hearing on proposed Franchise	
January, 2019	Commission approval of final Franchise to be recommended to municipalities	Decision made to preliminarily deny or accept proposal; recommendations for conduct of formal proceeding
February, 2019	Final Franchise provided to each municipality for approval and signing	
March, 2019	Existing Franchise with Comcast expires; existing payment arrangement could terminate at earliest on May 28, 2019	Hearing commences on formal process (90 days of prehearing discovery)
April, 2019		
May, 2019	Municipal approval of final Franchise is completed; approved Franchises for each municipality if forwarded to Comcast for signing	
June, 2019		Hearing completed; recommendations for final action on franchise submitted to municipalities

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 #

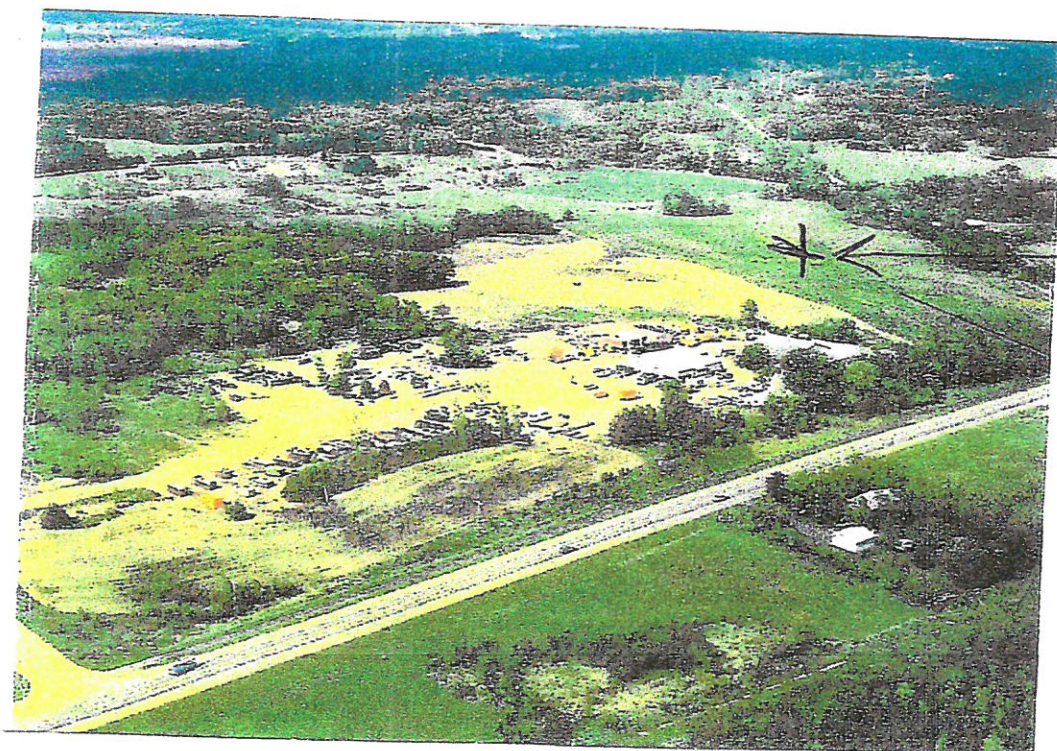
STILLWATER
8678 75TH STREET NORTH

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

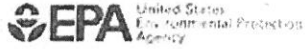
Note new location of Wildwood Elementary School

It's the Parents Right to Know

Your children are our future

For more information go to

Facebook Wildwood Elementary, Mahtomedi Mn Environmental



Superfund Site Information

GRANT TOWNSHIP 3M DUMP SITE (EPA ID: MND981526429)

Site Information

[Site Info](#) | [Aliases](#) | [Operable Units](#) | [Contaminants](#) | [Contacts](#)
[Administrative Records](#) | [Reports and Documents](#)

Site Name: GRANT TOWNSHIP 3M DUMP SITE
Street: NE1/4 SE1/4 SEC28 T30N R21W
City / State / ZIP: STILLWATER, MN 55082
NPL Status: Not on the NPL
Non-NPL Status: NFRAP-Site does not qualify for the NPL based on existing information
EPA ID: MND981526429
EPA Region: 05
County: WASHINGTON
Latitude: +45.053333
Longitude: -092.816667
Federal Facility Flag: Not a Federal Facility

[Return to Search Results](#)

[Return to Search Superfund Sites](#)

this huge debt and fund federal programs for the states?

Here's how I see it. The federal government will reduce funding to the states for infrastructure, roads, education, Medicare, along with raising the federal fuel tax, or forcing states to charge tolls on roadways.

To cover the reduced funding from the feds, one can only assume the states and counties will be forced to increase taxes on things such as income, fuel, sales and property taxes, as well as general fees and the like. Also, let's not forget the "raise" we will be getting is taxed as well.

What about the fact interest rates are rising? Inflation is rising, health insurance continues to rise. What if there is a trade war, a huge market correction?

With the above facts, and scenarios, I don't see any positives for the middle class and the economy whatsoever. Is "The Fat Lady" warming up for a deeper recession?

Mike Cherler
White Bear Lake

Potholes versus trail

After reading the article about how beneficial the "Lake Links" will be, makes me wonder how things are prioritized by the House Capital Committee? Anyone who's driven on South Shore Boulevard or Buerkle Road going east off Highway 61 would wonder how this would be a priority over fixing our roads? With potholes large enough to damage your car and drainage issues causing you to drive into the opposite lane to avoid them, it seems upside down. Let's compare the number of people using the trail to the number of cars using the road and determine which improvement would serve the people of White Bear Lake the most? Every family has to prioritize its budget. Would you put a fountain in if you need a new roof? I'm sure there are other taxpayers who would like a vote.

Lynne Kaufenberg
White Bear Lake

Who is misleading whom?

In response to Robert Tufty's letter to the editor concerning hydro vac dumping (on 110th Street N. in Grant) that started in August 2017 ("Councilman inserting personal opinions," April 18,

2018), I have the following response and corrections:

- The activity of the grading permit was to be completed by Oct. 31, 2017, and it did not reveal it was to be used for the commercial discharge of hydro vac trucks; only for "digging a pond."

- A cease-and-desist order was issued by the attorney for the city of Grant on Sept. 26, 2017. There was no Minnesota Pollution Agency NPDES (National Pollutant Discharge Elimination System) permit as required by federal law or a Brown's Creek Watershed District permit.

- On Dec. 4, 2017, the city issued a restoration order to have the site restored in five days, restoration that was not completed on time.

- On Oct. 5, 2017, a police report was made to document the discharge of a hydro vac truck at 6:30 a.m. that violated the cease-and-desist order.

- On Jan. 12, 2018, the MPCA issued a \$3,450 administrative order for penalty by certified mail, which was signed by (environmental specialist) Nicholas Nistler; it also detailed a list of corrective actions that needed to be taken.

- The Office of Administrative Hearing (OAH) case OAH 80-0325-31917, Planning Commissioner Bob Tufty was adjudicated of making false statements in a political campaign, but a recent 8th Circuit Court of Appeals allows "false information in political campaign," Care Committee vs. Arneson, 2014 LW-4290372.

So who is misleading? Documents have been provided to the White Bear Press to verify the aforementioned claims.

Loren Sederstrom
Grant City Council

Instilled a love of learning

We moved to Mahtomedi for the great school district. As our son graduates this year, we have reflected on our experience and can truly say it was one of the best opportunities we have given our children. We want to thank the school leaders and staff, especially the teachers, who, from the elementary to the secondary schools, have been exemplary in their ability to connect, direct and instill a love of learning in students.

Michael Lisowski
Mahtomedi



520 Lafayette Road North | St. Paul, Minnesota 55155-4194 | 651-296-6300

800-657-3864 | Use your preferred relay service | info.pca@state.mn.us | Equal Opportunity Employer

January 12, 2018

CERTIFIED MAIL NO. 7007 3020 0710 8836
RETURN RECEIPT REQUESTED

Michael Morehouse
9643 110th Street N
Stillwater, MN 55082-8441

RE: Administrative Penalty Order
Ground Reclamation, Washington County

Dear Mr. Morehouse:

The Minnesota Pollution Control Agency (MPCA) is issuing the enclosed Administrative Penalty Order (APO) to Michael Morehouse for violations of Minnesota's environmental requirements. Please read the APO carefully. You must take action within 30 days after you receive this letter.

You must:

- Pay the enclosed invoice: \$3,450

During the investigation of the violations, you submitted information to the MPCA. The MPCA considered all the information you provided. However, we did not make changes to the violations listed in the Alleged Violation Letter (AVL).

You have a right to formally dispute this action within 30 days after receiving the APO. Instructions are in the RIGHT TO REVIEW section of the APO.

If you have questions or need assistance, contact me at 651-757-2564 or nicholas.nistler@state.mn.us.

Sincerely,

Nicholas Nistler

This document has been electronically signed.

Nicholas Nistler
Environmental Specialist
Stormwater Section
Municipal Division

NN:ss

Enclosure

County Board appoints representatives to 3M settlement workgroups

The Washington County Board of Commissioners appointed four members to workgroups related to the 3M Settlement June 12.

The Minnesota Pollution Control Agency (MPCA) and the Minnesota Department of Natural Resources (DNR) asked units of local government in the East Metro Area to submit names of individuals to serve as representatives on workgroups related to the 3M Settlement Agreement with the State of Minnesota. There is one working group and two subgroups. In addition, there is a Citizen-Business group to identify and recommend projects to the PCA and DNR for funding from the grant from the settlement. The Government and 3M Working Group will identify and recommend projects to the MPCA and DNR for funding from the grant. The County Board appointed Public Health and Environment Department Director Lowell Johnson as the board designee, and Deputy Director David Brummel as an alternate.

To assist the Working Group, subgroups will be established to analyze options and deliver assessments and advice to the Working Group. The Working Group will review the work of the subgroups and provide recommendations on projects and priorities to the MPCA and the DNR for their approval. The Working Group will also share advice and recommendations with the Citizen – Business Group. This group will be composed of one representative each from the MPCA, DNR, 3M, Washington County, and one representative each from the cities of Afton, Cottage Grove, Lake Elmo, Maplewood, Newport, Oakdale, St. Paul Park, and Woodbury, the townships of Denmark, Grey Cloud Island, and West Lakeland, and the Prairie Island Indian Community. One representative from the Citizen – Business Group will also be a liaison to this group.

This group will meet at least once a quarter, or more frequently if needed, will be briefed on all work in progress, and will provide input on topics to explore. The Minnesota Department of Health and the Metropolitan Council, while not members of the Working Group, will be invited to consult on regulatory and policy topics in their area of expertise. The MPCA and DNR will assist and support the group, including preparation of project proposals

and technical materials for meetings. The meetings will be open to the public.

The first subgroup on Drinking Water Supply will analyze options and deliver assessments and advice to the Government and 3M Working Group and the Citizen – Business Group for long-term options for drinking water supply and for treatment of existing water supplies that will improve the quality and quantity of drinking water for communities in the East Metropolitan Area. The county representative will be Public Health and Environment Senior Planner Stephanie Souter.

The second subgroup on Groundwater Protection, Sustainability, Conservation and Recharge will analyze options and deliver assessments and advice to the Government and 3M Working Group and the Citizen – Business Group for long-term solutions for groundwater protection, recharge, conservation, sustainability, and for groundwater studies, and modeling needs in the East Metropolitan Area. The county representative will be Public Health and Environment Senior Planner Jessica Collin-Pilarski.

The Citizen – Business Group will identify and recommend projects to the MPCA and DNR for funding from the grant. The county's representative will be Commissioner Jack Lavold, District 4.

To assist the group, subgroups will be established to analyze options and deliver assessments and advice to the group. The group will review the work of the subgroups and provide recommendations on projects and priorities to the MPCA and the DNR for their approval.

The Citizen – Business Group will also share advice and recommendations with the Government and 3M Working Group. The group will be composed of MPCA, DNR, and about 15 at-large citizen, business, and nongovernmental representatives who live or are working in the East Metro Area.

Contact: David Brummel, Pu

Kim Points
Administrator
City of Grant

June 19 2018

Draft minute corrections

SETTING THE AGENDA 29

30

Mayor Huber requested Item 9, Executive Session, Wednesday, June 6, 3:00 p.m. at Town Hall is 31 added to the regular agenda. The meeting this evening will be recessed and continued tomorrow at 32 that time.

Minutes do not reflect purpose of closed session

CONSENT AGENDA

Minutes do not reflect councilman Lanoux's motion to pull items from consent agenda.

Consideration of Resolution No. 2018-10, Conditional Use Permit Application, 9080 Justen 15 Trail North –

Minutes do not reflect councilman Lanoux's motion to strike word personal horse from application

Council Member Lanoux moved to consider a raise for the Mayor so he can be a full time 29 Mayor. Council Member Sederstrom seconded the motion. Motion failed with Council 30 Member Carr, Kaup and Mayor Huber voting nay.

Minutes do not reflect purpose of giving Mayor a raise so that he will give full time consideration of the cities failing roads.

Council Member Carr moved to accept the 2017 Audit Report, as presented. Council Member 33 Kaup seconded the motion. Motion carried with Council Member Carr, Kaup and Mayor 34 Huber voting yay.

Minutes do not reflect that a vote was taken by all councilman

City Council Reports/Future Agenda Items

Minutes do not reflect that Councilman Lanoux was denied opportunity to present council updates.

Council Member Carr moved to recess the meeting at 7:55 p.m. and continue at 3:00 p.m. 11 Wednesday, June 6, 2018. Council Member Kaup seconded the motion. Motion carried with 12 Council Member Lanoux and Sederstrom voting nay.

Minutes do not reflect that the purpose for recess of meeting was to discuss litigation of Larry Lanoux versus Jane Doe

Minutes do not reflect summery required of meeting on Wednesday June 6 2018

Agenda Items to be added to Next meeting June 28 2018

1 Settlers Way and Manning Ave.

Please provide all documentation relating this intersection including copy of performance bond to all council members prior to meeting for their review.

2 M Settlement Update

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

3 City Attorney David Snyder

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.

Please provide me with a copy of all certificates of insurance for all persons performing work for the City of Grant years 2015 to present date.

David K. Snyder January 17 2018
City of Grant Mn
City of Grant
P.O. Box 577
Willernie, MN 55090

2017 Minnesota Statutes

471.345 UNIFORM MUNICIPAL CONTRACTING LAW.

Subdivision 1. Municipality defined. For purposes of this section,

"municipality" means a county, town, city, school district or other

municipal corporation or political subdivision of the state authorized

by law to enter into contracts.

Subd. 2. Contract defined. A "contract" means an agreement entered

into by a municipality for the sale or purchase of supplies, materials,

equipment or the rental thereof, or the construction, alteration, repair

or maintenance of real or personal property.

Subd. 3. Contracts over \$100,000. If the amount of the contract is

estimated to exceed \$100,000, sealed bids shall be solicited by public

notice in the manner and subject to the requirements of the law

governing contracts by the particular municipality or class thereof.

With regard to repairs and maintenance of ditches, the provisions of section 103E.705, subdivisions 5, 6, and 7, apply.

Subd. 3a. Contracts over \$100,000; best value alternative. As an alternative to the procurement method described in subdivision 3, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in section 16C.

28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Subd. 4. Contracts exceeding \$25,000 but not \$100,000. If the amount of the contract is estimated to exceed \$25,000 but not to exceed \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding.

All quotations obtained shall be kept on file for a period of at least one year after receipt thereof.

Subd. 4a. Contracts exceeding \$25,000 but not \$100,000; best value alternative. As an alternative to the procurement method

described in subdivision 4, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Subd. 5. Contracts \$25,000 or less. If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Subd. 6. Applicability of other laws. The purpose of this section is to establish for all municipalities, uniform dollar limitations upon contracts which shall or may be entered into on the basis of

competitive bids, quotations or purchase or sale in the open market.

To the extent inconsistent with this purpose, all laws governing contracts by a particular municipality or class thereof are superseded.

In all other respects such laws shall continue applicable.

David

Larry Lanoux
Councilman City of Grant

Administrator/Clerk

From: Larry Lanoux <lxlanoux@icloud.com>
Sent: Wednesday, June 20, 2018 8:16 AM
To: Barbara A. Haake (trubador2@msn.com); John J. Waller (john.waller@att.net); jill lucas; smpohl@hotmail.com; r; Jack Smith Smith rg; Sheila DeWuske; Larry Lanoux Lanoux; Maureen Lanoux; Allison Eklund; Pam VanderWiel; Anna Yunker; Bob Bowcock; EricLangness.com; Erin Brockovich; Bob Anderson for Senate; sen.karin.housley@senate.mn; sen.melissa.wiklund@senate.mn; sen.julie.rosen@senate.mn; sen.carla.nelson@senate.mn; stacey.stout@isd832.net; Bob Dettmer; Kathy Lohmer; rep.matt.dean@house.mn; rep.mary.franson@house.mn; rep.carlos.mariani@house.mn; rep.bob.vogel@house.mn; bob.eleff@house.mn; bob.s.zick@gmail.com; tckinley@yahoo.com II; Administrator/Clerk; Jones, David.BW (MDH); David Snyder; Loren Sederstrom (lsederstrom@cityofgrant.us); rep.paul.anderson@house.mn
Subject: Fwd: Toxic Secrets: The town that 3M built - where kids are dying of cancer

Begin forwarded message:

From: mom <momofjas3@aol.com>
Subject: Toxic Secrets: The town that 3M built - where kids are dying of cancer
Date: June 20, 2018 at 7:54:49 AM CDT
To: lxlanoux@icloud.com

<https://www.smh.com.au/world/north-america/toxic-secrets-the-town-that-3m-built-where-kids-are-dying-of-cancer-20180613-p4zl83.html>

Toxic Secrets: The town that 3M built - where kids are dying of cancer

By Carrie Fellner
15 JUNE 2018

'Bombed with it': Katelyn O'Connell is one of at least 21 Tartan High School students diagnosed with cancer during their primary, middle or high school years or within 10 years of graduating. *Photo: David Bowman*

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Normal text size Larger text size Very large text size

Katie Jurek was 19 years old when she was told the osteosarcoma, an aggressive form of bone cancer, had returned. She could amputate her leg or die within three months.

For the teenager with a contagious smile, love of fashion and a determined streak from the state of Minnesota in America's upper mid-west, it was an agonising choice.

"They told us immediately that it was terminal. When her type of cancer recurs ... you simply can't survive it," Lynn Poferl recalled of her daughter, who was first diagnosed at 16. "She amputated and most people would think that's an easy decision, but it really wasn't."

It was "the best thing she could have done". Katie, who had been bed-ridden, regained her mobility. The surgery bought her two years to return to college and travel the world.

Katie Jurek, who died of osteosarcoma in 2007. *Photo: Supplied*

"We decided as a family we're going to do whatever we can to create as many memories as possible," Ms Poferl said. "She loved to travel so that's what we did. She was going to live to live, not live to die."

Her death, aged 20 in 2007, was devastating for former classmates from Tartan Senior High School in Oakdale. It was not the first time - and would not be the last - the grieving students had to bury one of their own.

Within seven years, another four teenagers died from cancer, all battling the disease while attending Tartan.

The fear that cancer is stalking their children has left some of Oakdale's parents saddened and bewildered. "We're bombarded with it," said one mother, Kristi Schaut, who lost her daughter to leukaemia in 2007.

A Fairfax Media investigation in Minnesota has uncovered a further 16 cancer survivors who have attended Tartan Senior High School since 2002, all diagnosed during their primary, middle or high school years, or within 10 years of graduating.

'Around here you flip a coin, maybe you'll get cancer or you won't': Tartan High School students gather at a Relay for Life cancer fundraiser. *Photo: David Bowman*
It brings the tally to at least 21 cases in 15 years, and it's a revelation with huge significance half a world away in Australia, starting with Williamtown, near Newcastle.

Residents of Williamtown's Cabbage Tree Road also feel they have had more than their fair share of cancer. Last year, [a Fairfax Media investigation exposed 50 cases in 15 years on a five-kilometre stretch of hobby farms and acreages.](#)

And the situations bear another striking similarity: the two communities, on either side of the world, have both been heavily polluted with toxic per- and poly-fluoroalkyl [PFAS] chemicals, historically manufactured by chemical giant 3M.

Now Fairfax Media can reveal that at least 90 sites across Australia, including 25 in NSW with 10 in Sydney, 16 in Victoria and 15 in Queensland, are under investigation for elevated levels of the contaminants, linked to a slew of health effects including suppression of the immune system, reproductive effects, interference with hormones and some forms of cancer. The sites stretch from Bundaberg to Wangaratta, from Karratha to Botany Bay.

The Australian government is aggressively defending a growing number of class actions from towns where the chemicals were used for decades in fire retardants on military bases, the runoff tainting the soil and water of surrounding homes.

The Department of Health maintains there is "no consistent evidence" the chemicals can cause "important" health effects like cancer. In arguing this, its experts have made reference to the work of 3M scientists, who insist the chemicals are not harmful at the levels found in the blood of humans.

“The vast body of scientific evidence, which consists of decades of research conducted by independent third parties and 3M, does not show that these chemistries negatively impact human health at the current exposure levels,” a 3M spokesperson told Fairfax Media.

But now a lawsuit in Minnesota has brought to light extraordinary allegations of a decades-long cover up by 3M, accused of hatching a campaign to "suppress" the health risks of the products from the public.

The legal discovery process lifted the lid on thousands of internal 3M documents for the first time, allowing Minnesota authorities to chronicle how the company attempted to distort the science on the chemicals and manufacture doubt about their health effects.

The most startling of the allegations were levelled against a world-leading US academic, alleged to have accepted millions in secret payments from the company to help prosecute the case that the toxins were harmless.

“3M engaged in a widespread campaign to conceal the risks posed by PFAS from the public - a campaign that continues to this day,” the statement of claim read.

The town that 3M built

The Minnesota Mining and Manufacturing Company (3M) has come a long way in its 116-year history - now a global behemoth valued at \$US122 billion (\$163 billion), and behind global consumer brands like Scotchguard, Post-it Notes and Scotch Tape. The company employs more than 90,000 workers across more than 65 countries.

3M Corporate Headquarters in Maplewood, Minnesota. *Photo: David Bowman*

In the 1940s, its chemists stumbled on two chemicals that were unlike anything scientists had seen before. Formed by bonding fluorine with carbon, they were “stronger than some rocks”, one scientist noted. They repelled grease, oil and water, could migrate long distances and did not break down in the environment.

The pair would become the best known in broader family of chemicals called PFAS. Perfluorooctane sulfonate (PFOS) became the key ingredient in Scotchguard and perfluorooctanoic acid (PFOA) was sold to Dupont for the manufacture of Teflon cookware. The trade was lucrative, yielding more than \$US480 million (\$643 million) annually, before the company voluntarily exited the business in 2000.

Today, PFOS is the key concern in Oakdale and across dozens of sites in Australia, where it was used for decades in firefighting foams on military bases, industrial sites and fire stations.

“We’ve never seen anything like it before and we hope we never see anything like it again,” said James Kelly, manager of environmental surveillance and assessment at Minnesota’s Department of Health.

“They get into the environment and they get into the water and they don’t come out ... it will accumulate [in the body] over time and it’s passed on to the fetus or through breast milk.”

By the 1960s, 3M settled on Maplewood in Minnesota for its global headquarters, about eight kilometres east of the capital St Paul. Today the sprawling 475-acre campus is home to a workforce of over 10,000 employees.

As 3M boomed, so did nearby Oakdale. New residential developments sprung up to accommodate the company’s burgeoning workforce and, by the early 1970s, the need for a new high school became apparent.

The school board settled on the named Tartan Senior High School, to the ire of some locals who objected to naming the school after a 3M product, Tartan Turf. The school, which now has 1700 students, has branded that a myth.

“The school was not named after any 3M products. The name was selected because of the tartan plaid design. The “plaid” represented the bonding of the multiple communities served,” a spokesperson said.

But the school’s yearbooks tell a different story, with at least two editions stating the school was named after the 3M product. Today the notion is widely accepted by locals.

“3M helped pay for our high school and we are named after some of their products,” teacher Jan Churchill says matter-of-factly. 3M named a nearby recreational area it owned ‘Tartan Park’. Nearly every person you speak to repeats the mantra: “3M is a big deal in this town”.

With about 28,000 residents, Oakdale is leafy and suburban. Weatherboard homes sit on large blocks, immaculately kept. But by the turn of the century, a chain of events would unfold leaving some residents questioning whether Oakdale had paid too high a price for the prosperity its largest employer had delivered.

In May 2000, 3M announced it would pull the pin on production of PFOS and work towards the phase-out of PFOA.

Within a few years, the company called a series of meetings with Minnesota government regulators, including the Department of Health and the Pollution Control Agency.

The bureaucrats were told that PFAS waste had been disposed of in the city's landfill, along with dump sites at Woodbury, Lake Elmo and Oakdale.

“At that time none of us had even heard of these chemicals,” James Kelly, of the Department of Health, said. “We had to figure out: ‘okay what are these things and what does it mean?’”

The situation would get worse. By 2004, newly available laboratory tests showed the chemicals were in Oakdale's public drinking water supply. Average PFOS concentrations in all but one of the wells were above safe levels, and had probably been for many years. The maximum concentration was more than 20 times what is today deemed the safe level in the United States.

A filtration plant, paid for by 3M, came online in 2006 and is still operational, removing the chemicals from the two most contaminated wells.

In five decades, man-made PFAS chemicals became ubiquitous across the globe: entering the blood of more than 95 per cent of the population, polar bears in the Arctic and baby eagles that had never left the nest.

But Oakdale, in Minnesota, had become ground zero for the global crisis.

'A life interrupted'

After Melissa Crowley's 17-year-old son Alex died in 2012, she found herself unable to cook any of the foods that he loved.

So this year, on the sixth anniversary of his death, Melissa and her husband Jim decided to buy all of Alex's favourite foods and eat them in one day: fish sticks, french fries, hot dog on a stick, pizza, mash potatoes.

“We were in a food coma,” Ms Crowley laughed.

“We had some leftovers - there was a limit to what we could accomplish - but we had to eat some of everything,” Mr Crowley said.

Play Video



The Crowleys and Schauts are just two of many families whose lives have been affected by the high rate of childhood cancer in Oakdale Minnesota.

Alex was seven when he was diagnosed with “garden variety” medulloblastoma, a brain tumour.

“[The doctors] said if you’re going to get a pediatric brain tumour, this is the one you want,” Mr Crowley recalled. “It was somewhere between 85 and 95 per cent cure rate”.

The Crowleys “tried to be good parents”, diligently following every instruction from the doctors. When Alex began having fine motor issues, they bought him a PlayStation to take to hospital.

“Alex would walk into the hospital wheeling this cart and luggage and everyone would say ‘here come the Crowleys again, because they bring their own entertainment system to the hospital’,” Ms Crowley said. “It was something”.

But the cancer recurred - four times. Alex was small and struggled with the heavy bouts of chemotherapy. Eventually an infection took hold in his bowel and his heart stopped. Alex had life after school mapped out: he would become an accountant, buy a Jaguar and a cabin on the lake, with a pontoon party barge for his mum. The order of service at his funeral was titled: “Alex’s Hopes and Dreams ... Interrupted”.

Mr Crowley still has days where he “melts down” and can’t function. But they’re fewer in between now.

“For a long time ... whenever you think about him, it would just be 'he’s dead'. Now I have happy thoughts,” Mr Crowley said. But he worries about the toll their journey has had on his daughter, Amanda, now in her 20s.

When asked about the water contamination and rates of cancer at Tartan High School, Mr Crowley admits it is something that has crossed his mind.

“I mean there is no proof, but it certainly looks suspicious, let’s put it that way,” he said.

‘This is how they fight’

It’s a balmy Friday evening in late May as hundreds of students, teachers, family and friends mill around the track at Tartan Senior High School, on the day of the annual Relay for Life event.

The inaugural cancer fundraiser was held in 2002, as the students rallied behind Katie Jurek in her battle with bone cancer. As the number of cancer diagnoses at the school spiralled, the event gained

momentum. 2012 was a milestone year: the school hit a fundraising total of \$US1 million in a decade, making it one of the top performing schools in the US. It was also the year Alex Crowley became its fifth student to pass away from cancer in seven years.

Tartan High School raised \$US1 million via the Relay For Life cancer fundraiser in the decade to 2012. *Photo: David Bowman*

“This event came out of the heart and soul of Tartan,” said Ms Churchill who has organised the event since its inception. “It’s how they respond to losing their friends to cancer. This is how they fight.”

Ms Churchill, who is nearing retirement, works on planning for the relay nearly year-round, along with her team of students. Throughout the night a steady stream of teenagers approach her: asking her for advice, offering her coffee. She beams as she speaks about their contribution.

“I give them ideas, but I have really strong kids,” she said. “They believe in what they can do.”

To Ms Churchill, whose husband is a cancer survivor, the cancer toll at Tartan is too high for a school of its size.

“We just have a lot of kids who are sick and parents who are sick,” she said.

“Five children have lost their battle, they’re not just fighting, they’ve died. That doesn’t even start with the number of kids who are sick.”

She is circumspect when asked about a potential connection to the water contamination.

“I don’t like to drink the water in the school. I bring water in from home,” she said.

“I have four grandchildren and I want them to grow up safe. I want them to grow up with business people who care and pay attention.”

At this year’s Relay are six current and former Tartan students diagnosed with cancer before the age of 18: Katelyn O’Connell, Derek Lowen, Petra Jacobsen, Eli Knight, Ben Rule and Amara Strande.

Ms O’Connell, 25, was in fifth grade when she started getting nose bleeds in the middle of the night.

“I would wake up and my face, shirt, pillow were covered in blood,” she said. “My teacher said something was wrong because my smile wasn’t reaching my eyes.”

The doctor rang her mother in the middle of the night; the next day she was diagnosed with leukaemia.

Katelyn O’Connell was a talented athlete, but her cancer treatment was debilitating. *Photo: David Bowman*

“I just wrote a note to my brother saying ‘I’m not the best sister but if I die, I want you to know that I love you’. I was only 12,” she recalled.

Ms O’Connell was a talented athlete, with dreams of playing basketball professionally after high school. But the treatment - including three years of chemotherapy - was debilitating. Ms O’Connell had her first knee replacement by the age of 16 and spent two years in a wheelchair. She still struggles with “constant pain” and one of her arms will not fully straighten.

“There are still times I wonder: ‘why didn’t this happen to someone else?’” she admits.

“My dreams and goals went out the window. My love of sports went out the window. I wonder constantly what my life would be like now: ‘would I be successful? Happily married?’”

Ms O’Connell became close with another Tartan student, Nikki Schaut, who was battling abdominal cancer and chemotherapy-induced leukaemia. Nikki lost her fight the day after Thanksgiving in 2007, at the age of 16.

“It was the worst phone call of my life,” Ms O’Connell recalled. “Like telling you your sister died.”

While Ms O’Connell was undergoing treatment, a “baseball-sized” tumour was found in the brain of her brother’s best friend, Derek Lowen. He was 14 years old and the timing struck his mother, Lori Olmstead, as strange.

“You’ve got two kids who grew up four blocks away from each other and they’ve both got cancer at the same time,” she said. “I think Tartan has had an awful lot of cancer.”

Derek Lowen had a “baseball-sized” tumour in his brain and has lasting disabilities as a result. *Photo: David Bowman*

While Derek recovered and is now in college, he suffers from permanent short-term memory loss, and his balance and fine motor skills have been affected. Ms Olmstead said the experience had been “traumatising” for the family.

“I have a 28-year-old son who has lasting disabilities as a result of his tumour,” she said. “3M, I think they should have to reimburse people.”

Tartan’s relay has become a “big part” of the lives of the Schaut family, with Kristi Schaut invited as guest speaker one year to honour the memory of her daughter, Nikki.

“I don’t think there’s been a year [the relay has been held] that there hasn’t been somebody in the school that’s had cancer,” Ms Schaut said. The family can count seven close neighbours who have battled the disease, four of them passing away.

Nikki was born with a heart condition, and developed an aggressive abdominal cancer called desmoplastic small round cell tumour (DSRCT) when she was in fifth grade. The cancer is so rare that, worldwide, fewer than 200 cases have ever been reported.

“When she was first diagnosed she lost like half her body weight,” Ms Schaut recalled. “So Mark [her father] had to carry her up and down the stairs, we had to carry her into treatment.”

Kristi Schaut (left) with daughter Emile and husband Mark - they lost their daughter and sister Nikki to abdominal cancer and leukaemia. *Photo: David Bowman*

Nikki was guarded and shy. But her family remembers her as a deep thinker, and someone who cared deeply about others.

“She felt that she had a purpose and her having the cancer had a purpose. And she told us that one day she figured she would talk to God and find out what her purpose was,” Ms Schaut recalled.

Nikki’s younger sister, Emile, was too young at the time to understand why they couldn’t do “normal family stuff”.

“It’s weird to think that I’ve spent kind of half my life without her,” Emile, now 22, said.

Navigating the numbers game

Around the mid 2000s, several parents made inquiries with the Minnesota Department of Health over a possible cancer cluster at the high school. Bill Fowler, whose son Aaron died of leukaemia aged 17, was one of them.

Aaron Fowler died of leukaemia at 17. His father inquired about a possible cancer cluster due to the number of cases at Tartan. *Photo: Supplied*

“I made the call because we were curious about the number of cancer cases at Tartan. Even though all of the cancers were different types, we were still interested in if the Department of Health was concerned,” he said.

“I was just told that the numbers did not qualify for a cluster ... I don't believe they were uncaring or not concerned, the numbers just did not meet their criteria.”

But over a decade later, fresh eyes looked over the data, and the findings were disturbing. As part of a lawsuit launched by Minnesota Attorney-General Lori Swanson against 3M, cancer statistics were crunched for Washington County, to which Oakdale belongs, where several drinking water supplies had been contaminated.

The analysis was carried out by Professor David Sunding from the University of California Berkeley, who has served on the US EPA's scientific advisory board and as an adviser to president Bill Clinton.

Professor Sunding found children who died in Oakdale were 171 per cent more likely to have had a diagnosis of cancer than children who died in unaffected areas.

Mothers in Oakdale were 34 per cent more likely to have a child born with low birth weight and were less fertile than in unaffected parts of the same county, a trend that slowed when Oakdale was connected to clean water in 2006.

Washington County had statistically significant higher rates of prostate, breast, bladder and kidney cancer than the rest of Minnesota, along with elevated rates of leukaemia and non-Hodgkins lymphoma.

The findings resonated on the other side of the world, where residents of Cabbage Tree Road in Williamstown were exposed to high levels of PFOS and developed the same types of cancer in large numbers.

But a week before the court case was due to go to trial, the Attorney-General's office was hit with a curve ball - seemingly pitched by its own team. The Minnesota Department of Health released its own analysis, which it said did not show any unusual rates of cancer or adverse birth outcomes in the contaminated areas.

In a further twist, an internal Minnesota Department of Health email was leaked to the local media, in which an employee described its own study as “rushed”.

“The cancer portion will be weak; much below our historical standards,” the email reportedly said. “We are working furiously to make the report as palatable as we can, but it will be nowhere near our standards and frankly it will run the political risk of embarrassing MDH.”

There was a withering response from the Attorney-General , Ms Swanson, who described the leaked email as “deeply troubling”.

RELATED GALLERY



37 Images

Toxic Secrets

“I can only conclude from this that the agency is embarrassed because it is so late to the table in protecting public health,” she said.

A closer look at the Minnesota Department of Health report raises questions as to whether Oakdale was really given a clean bill of health. The report identifies a 56 per cent "excess" of cancers among Oakdale children up to the age of 19 compared to the statewide rate between 1999 and 2014.

The number of deaths from cancer in the same age group was higher than expected during a similar time period.

Looking at the adult population, the analysis found a 12 per cent elevation in female breast cancer in Oakdale and an 8 per cent elevation in total cancers.

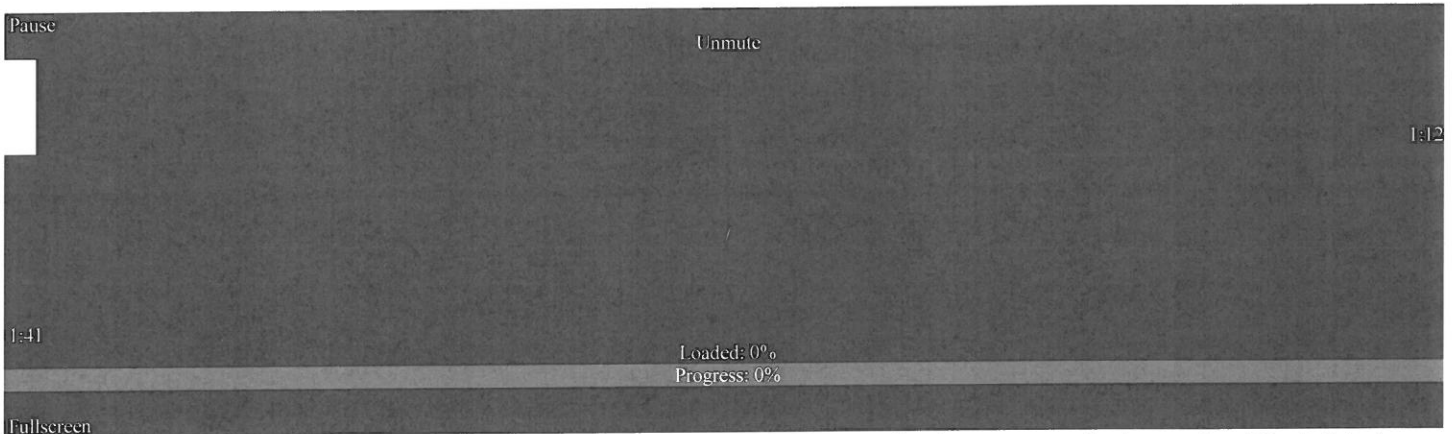
The Department played down the findings, saying sometimes there was not “a really apparent explanation” for fluctuations.

“That’s important to keep in mind when you start to talk about small numbers of cases you can get big percentages like that,” Mr Kelly said. “That can be a little bit misleading in terms of what it’s actually pointing to.”

University of Minnesota epidemiologist Dr Logan Spector said between 5 and 10 per cent of childhood cancers were due to “bad news genes”, while demographic and birth variables could be related. He argued there were not any “smoking guns” when it came to childhood cancer and exposures in the environment.

But Professor Joel Tickner, a public health expert from the University of Massachusetts Lowell, countered that there was “very good evidence” linking certain environmental exposures and childhood cancer.

“What you should know is that teenage cancers are one of the few that are going up in incidence and we do suspect environmental factors to be a potential cause,” he said.



About two years after attending Tartan High School, John Leibel was struck down by Hodgkin’s lymphoma at the age of 20.

'Money to fix the problem'

When a \$US850 million (\$1.14 billion) settlement was reached in the lawsuit between the State of Minnesota and 3M earlier this year, it was touted as a victory by both sides.

“This money is dedicated to fixing the problem,” Ms Swanson told reporters. “This was hard-fought litigation.”

The lawsuit was over damage to natural resources in the state, including the pollution of aquifers providing drinking water for around 125,000 people in Minnesota.

3M did not accept any liability for the contamination and titled the settlement money, which will go towards clean water projects, as the “3M Grant for Water Quality and Sustainability Fund”.

“We are proud of our record of environmental stewardship, and while we do not believe there is a [PFAS] related public health issue, 3M will work with the State on these important projects,” said John Banovetz, 3M senior vice president for Research and Development.

But the victory has rung hollow for some Oakdale residents who believe they have developed cancer as a result of the contamination. John Leibel attended Tartan High School and was struck down by Hodgkin’s lymphoma at the age of 20.

“My oncologist actually said, ‘Yes, this is straight up environmentally caused,’” said Mr Leibel, who has recovered and is now in his 30s.

Mr Leibel is one of several locals who speak of rumours that when the school’s track was resurfaced in the mid-2000s, barrels of waste were discovered buried in the ground. The school has rejected the rumours.

Mr Leibel said he was surprised when talking about cancer to people who grew up in unaffected areas.

“It’s like, ‘oh you mean that’s not common for you? Cause this is a regular thing around here, you flip a coin, maybe you’ll get cancer or you won’t. But you probably will if you stick around here long enough,’” he said.

“I’ve accepted the fact that there’s not going to be any justice over this,” he said.

But the Commissioner of the Minnesota Pollution Control Agency, John Stine, described the settlement as a “huge” win in securing clean drinking water for the people of Minnesota.

To him, the contamination is personal. He raised his family in Oakdale, and worries about potential health problems for his two children in the future. Two of his neighbours worked for 3M and didn’t know how to react to the revelations the water was toxic.



Commissioner of the Minnesota Pollution Control Agency, John Linc Stine, says there is a sense of violation in the community after 3M disposed of chemicals that have now seeped into the groundwater.

“Do I believe the company that I work for, who tells me there’s nothing to be concerned about? Do I believe these other people who say this is going to cause health effects?” he said.

“I remember standing in front of a room full of hundreds of people, all wanting answers obviously. Some defending their employer. Some defending the state. Some asking the hardest questions I’ve ever faced in my life.”

Mr Stine stressed that 3M was generally a responsible company that did not want to “pollute their own well”. But his voice cracks as he speaks about revelations within the lawsuit that 3M was not “duly forthcoming” with the truth, as the community unwittingly drank and used tainted water for decades.

“That’s the sense of violation people feel. Once it’s happened, it’s too late. It’s like your relationships. Do you like it when people tell you that I lied about this or I lied about that and then you found out about it later?” he said.

“That’s why it’s more than professional to me. It’s personal. It’s my family. And it’s a risk I can’t do anything about.”

'Medically famous'

Amara Strande 16, has delivered a heartfelt speech at Tartan’s relay, detailing her last 12 months.

Amara Strande's cancer is more common in alcoholics and people with hepatitis. *Photo: David Bowman*
She became “medically famous” after a volleyball-sized tumour was found on her liver; a type of cancer rarely seen in children but common in alcoholics and people with hepatitis.

Amara has recovered with treatment but is unsure of what the future holds.

“The only thing I will regret from high school is if I leave only being known as the girl who has cancer. I want to be remembered for who I am, not the events that happened to me.”

Tomorrow: The alleged cover-up

Investigations editor - Michael Evans; photographic editor - Mags King; photography and video - David Bowman; video production - Yuji Shimada; digital production - Fleta Page; digital graphics - Monique Westermann

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Carrie Fellner

- Twitter

Carrie Fellner is an investigative reporter for The Sydney Morning Herald.

City Council Report for June 2018

Date: June 17, 2018

To Honorable Mayor & City Council Members

From: Jack Kramer Building & Code Enforcement official

Zoning Enforcement:

1. Donald & Dawn Oswald 10749-62nd. St N. (Violation of the City of Grant Code Section 32-322 (b) Noise Control.

a. The City received a formal complaint regarding the use of dirt Bikes on a track created in the rear yard of the property. The complaint indicated that the property owner was operating the dirt bikes in excess and ant non-allowable times during the day. I sent a letter dated May 29, 2018 regarding the violation

2.Mr. Steve Nielson 10060 Indigo Trail N. (Violation of the City of Grant City code Section 32-331 Other Nuisances (d) dangers to Public Peace and Safety (1).

a. The City received a formal compliant regarding landscape material that was placed in the public roadway. Upon inspection it was noted that the material was a traffic hazard. I sent a letter dated June 13, 2018 regarding the violation.

Building Permit activity:

Twenty –One (21) Building permits were issued for a total valuation of \$ 489,382.34.

Respectfully submitted,



Jack Kramer

Building & Code Enforcement official

Grant Master Form								
Permit	Permit Type	Name	Project Address	Date Issued	Valuation:	City Fee:	75%	Plan CK Fee:
2018-116	Windows	Farmer	10350-60th. St.N.	5/11/2018	\$ 15,398.00	\$ 265.25	\$ 198.93	\$ -
2018-117	Re-Roof	Wassink	9540 Keswick Ave.	5/12/2018	\$ 20,000.00	\$ 321.25	\$ 240.93	\$ -
2018-118	Roof Repair	Bruehl	10610 -88th. St.N.	5/14/2018	\$ 12,000.00	\$ 209.25	\$ 156.93	\$ -
2018-119	Re-Roof	McFadden	6329 Jamaca Ave.	5/15/2018	\$ 23,326.37	\$ 377.25	\$ 282.93	\$ -
2018-120	Re-Roof	Hugunin	10775 Kimbro Ave. Ct.	5/16/2018	\$ 12,000.00	\$ 209.25	\$ 156.93	\$ -
2018-121	Re-Roof	Jensen	10425-60th. St. N	5/16/2018	\$ 13,900.00	\$ 237.25	\$ 177.93	\$ -
2018-122	Re-Roof	Holsten	10441 Lansing Ave.N.	5/16/2018	\$ 50,814.24	\$ 650.75	\$ 488.06	\$ -
2018-123	Plumbing	Fascone	6228 Kelvin Ave. N.	5/17/2018	N/A	\$ 80.00	\$ 60.00	\$ -
2018-124	Solar Energy	Griese	10510-118th. St.N.	5/18/2018	\$ 9,000.00	\$ 167.25	\$ 125.43	\$ 108.71
2018-125	Re-Roof	Engel	8650 Kimbro Ln.N.	5/19/2018	\$ 9,000.00	\$ 167.25	\$ 125.43	\$ 0.00
2018-126	Re-Roof	Hagen	9980 Keswick Ave.N.	5/21/2018	\$ 17,700.00	\$ 293.25	\$ 219.93	\$ -
2018-127	Re-Roof	Rue	10270-67th. St. N.	5/21/2018	\$ 11,400.00	\$ 209.25	\$ 156.93	\$ -
2018-128	Re-Roof	Berwald	6210 Kelvin Ave.	5/21/2018	\$ 6,950.00	\$ 139.25	\$ 104.43	\$ -
2018-129	Re-Roof	Kadrmass	7879 Leeward Ave.	5/21/2018	\$ 13,000.00	\$ 214.25	\$ 160.68	\$ -
2018-130	HVAC	Morris	9993-100th. St. N.	5/21/2018	N/A	\$ 80.00	\$ 60.00	\$ -
2018-131	Roof / Siding	Weiland	6950 Manning Ave. N.	5/22/2018	\$ 33,500.00	\$ 482.65	\$ 361.98	\$ -
2018-132	Re-Roof	Paulson	9191 Joliet Ave. N.	5/22/2018	\$ 42,744.73	\$ 643.75	\$ 482.81	\$ -
2018-133	Addition	Magnusson	10440 -114th. St. N.	5/22/2018	\$ 165,000.00	\$ 1,357.75	\$ 1,018.31	\$ 882.53
2018-134	Plumbing	Parent Const	10330 hadley Ct. N.	5/23/2018	N/A	\$ 80.00	\$ 60.00	\$ -
2018-135	Re-Roof	Advantage Con	10550 Inwood Ave. N.	5/23/2018	\$ 8,649.00	\$ 167.25	\$ 125.43	\$ -
2018-136	Re-Roof	Helander	6261 Jasmine Ave. N.	5/23/2018	\$ 25,000.00	\$ 391.75	\$ 293.81	\$ -
Monthly total					\$ 489,382.34	\$ 6,743.90	\$ 5,057.81	\$ 991.24

MINOR SUBDIVISION

~for~ **DICK AND MAUREEN BENNETT**
2579 South Shore Blvd
White Bear Lake, MN
(763)-245-9590
 ~of~ **XXXX Joliet Ave**

EXISTING LEGAL DESCRIPTION

The North 660 feet of the Northeast Quarter of the Southeast Quarter of Section 15, Township 30, Range 21, according to the United States Government Survey thereof and located in Washington County, Minnesota.

AND

The Northeast Quarter of the Southeast Quarter of Section 15, Township 30, Range 21, Washington County, Minnesota, excepting the North 660 feet thereof, and that portion of the Southeast Quarter of the Southeast Quarter of Section 15, Township 30, Range 21, Washington County, Minnesota, lying north of State Trunk Highway Number 96, according to the United States Government Survey thereof.

PROPOSED LEGAL DESCRIPTIONS:

PARCEL A:

The South 300 feet of the North 960 feet of the West 726 feet of the Northeast Quarter of the Southeast Quarter of Section 15, Township 30, Range 21, Washington County, Minnesota.

PARCEL B:

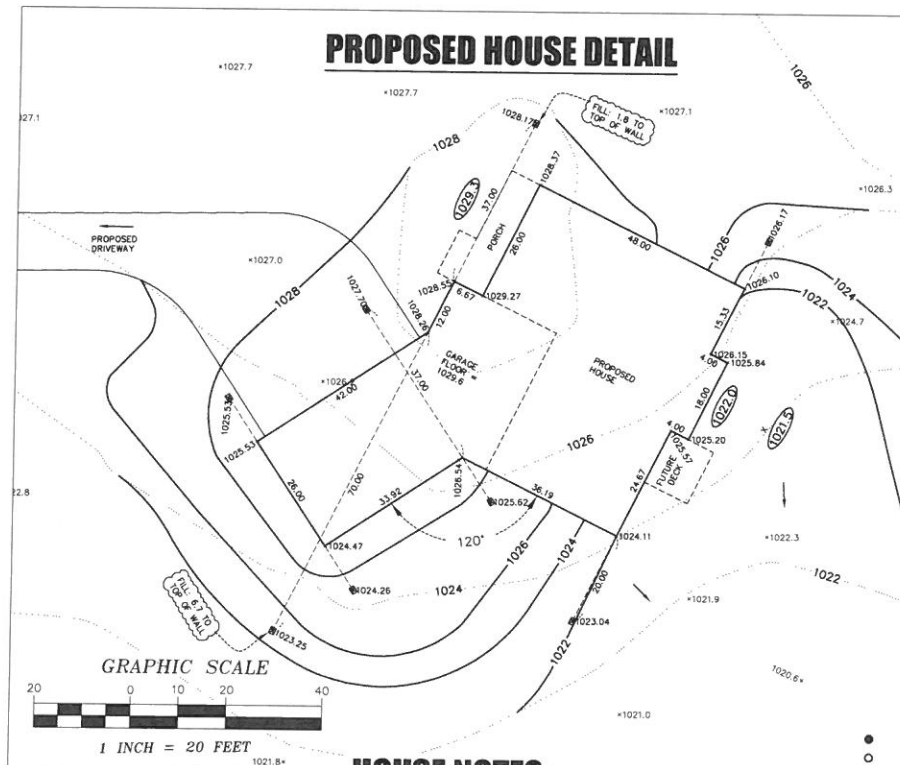
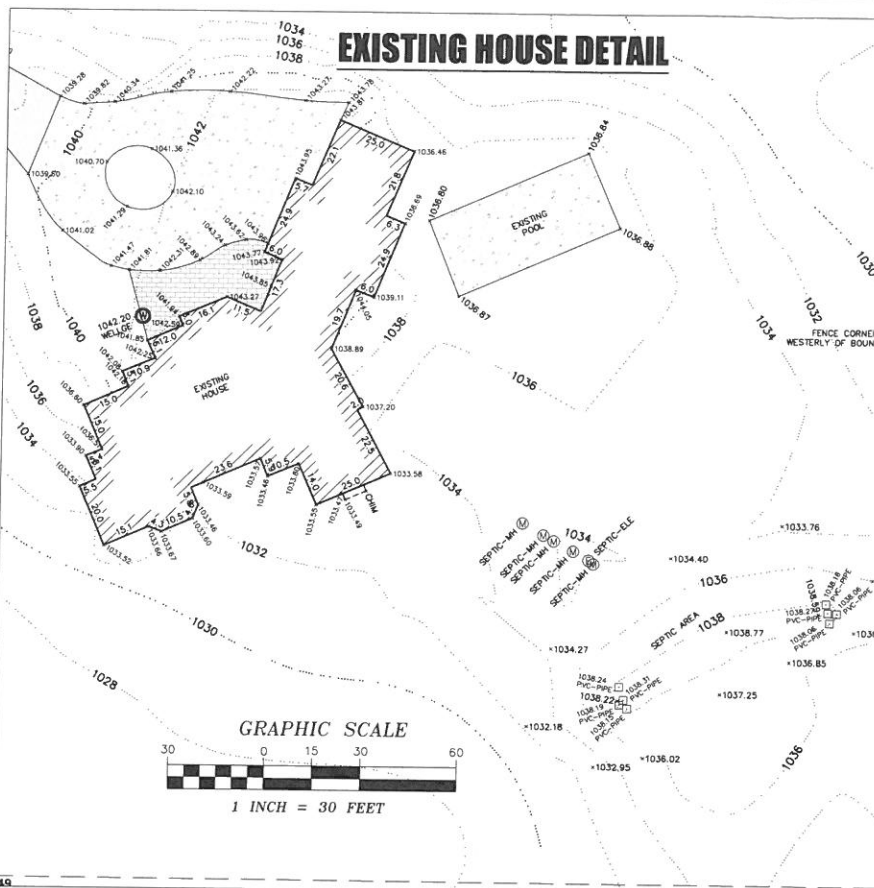
That portion of the Northeast Quarter of the Southeast Quarter of Section 15, Township 30, Range 21, Washington County, Minnesota lying north of State Trunk Highway Number 96, EXCEPT the South 300 feet of the North 960 feet of the West 726 feet of said Northeast Quarter of the Southeast Quarter.

AND

That portion of the Southeast Quarter of the Southeast Quarter of Section 15, Township 30, Range 21, Washington County, Minnesota, lying north of State Trunk Highway Number 96, according to the United States Government Survey thereof.

NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 4/24/18.
- Bearings shown are on Washington County datum.
- Curb shots are taken at the top and back of curb.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- Contours are shown through a combination of LiDAR mapping and field survey data.



HOUSE NOTES:

- * BUILDER TO VERIFY HOUSE DIMENSIONS, SEWER DEPTH AND FOUNDATION DEPTH.
- * DRIVEWAYS ARE SHOWN FOR GRAPHIC PURPOSES ONLY. FINAL DRIVEWAY DESIGN AND LOCATION TO BE DETERMINED BY CONTRACTOR.
- * FINISHED GRADE ADJACENT TO HOME SHALL BE 0.5 FEET BELOW TOP OF BLOCK EXCEPT AT DRIVEWAY AND PATIO.

DIAGONAL (GARAGE): $33.92 \times 48.00 = 58.77$
 (8 FOOT POURED WALL WALKOUT)

PROPOSED ELEVATIONS:

TOP OF WALL = 1030.0
 GARAGE FLOOR = 1029.6
 LOWEST FLOOR = 1022.3
 TOP OF FOOTING = 1022.0



E.G. RUD & SONS, INC.
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