

**City of Grant
City Council Agenda
August 7, 2018**

The regular monthly meeting of the Grant City Council will be called to order at 7:00 o'clock p.m. on Tuesday, August 7, 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 28, 2018 City Council Meeting Minutes
- B. July 2018 Bill List, \$58,061.94
- C. Kline Bros. Excavating, Road Work, \$13,660.00
- D. Brochman Blacktopping, Potholing, \$10,136.57
- E. North Valley, 65th Street Road Project, Final Voucher, \$10,238.31

F. Envirotech Services, Dust Control #1, \$43,663.77

5. **STAFF AGENDA ITEMS**

A. City Engineer, Brad Reifsteck

i. Consideration of Resolution No. 2018 – 13, Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments, 65th Street North Roadway Project

ii. Consideration of Resolution No. 2018-14, Calling for and Ratifying an Assessment Hearing, 65th Street North Roadway Project

iii. Consideration of 2018 Seal Coat Project, Allied Blacktop Company

B. City Planner, Jennifer Haskamp

i. Consideration of Resolution No. 2018-15, Review of the EAW, Record of Decision and Finding of EIS

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

6. **NEW BUSINESS**

A. Consideration of April 3, 2018, Executive Meeting Minutes (Lanoux Abstain)

B. Consideration of April 17, 2018, Executive Session Meeting Minutes (Lanoux Abstain)

C. Consideration of May 17, 2018, Executive Session Meeting Minutes (Lanoux Abstain)

D. Consideration of June 6, 2018, Executive Session Meeting Minutes (Lanoux Abstain)

E. Consideration of Endorsement of Incumbent Sharon Schwarze, Brown's Creek Watershed District, Administrator/Clerk

F. Consideration of Washington Conservation District Contract, East Metro Water Resource Education Program, Administrator/Clerk

7. **UNFINISHED BUSINESS**

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

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

B. City Council Reports/Future Agenda Items

9. **COMMUNITY CALENDAR AUGUST 8 THROUGH AUGUST 31, 2018:**

Mahtomedi Public Schools Board Meeting, Thursday, August 9th and August 23rd, Mahtomedi District Education Center, 7:00 p.m.

Stillwater Public Schools Board Meeting, Thursday, August 9, Stillwater City Hall, 7:00 p.m.

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

10. **ADJOURNMENT**

City of Grant

Disbursements Register

7/31/2018

Fund Name: All Funds

Date Range: 07/31/2018 To 07/31/2018

<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>
07/31/2018	Croix Valley Inspector	13791	Building Inspector	N	Building Inspection	100-42004-300-	\$ 7,068.78
	Total For Check	13791					\$ 7,068.78
07/31/2018	Xcel Energy	13792	Utilities	N	Town Hall Electricity	100-43004-381-	\$ 55.99
		13792			Well House Electricity	100-43010-381-	\$ 107.13
		13792			Street Lights	100-43117-381-	\$ 44.20
	Total For Check	13792					\$ 207.32
07/31/2018	North Valley	13793	Final Pay Voucher - 65th Street Project	N	Petitioned - 65th Street	100-43172-224-	\$ 10,238.31
	Total For Check	13793					\$ 10,238.31
07/31/2018	AirFresh Industries	13794	PortaPot #30982	N	Town Hall Porta Pot	100-43007-210-	\$ 125.00
	Total For Check	13794					\$ 125.00
07/31/2018	CenturyLink	13795	City Phone	N	City Office Telephone	100-41309-321-	\$ 132.74
	Total For Check	13795					\$ 132.74
07/31/2018	Killmer Electric	13796	Wellhouse repair	N	Engineering Fees - General	100-41203-224-	\$ 622.00
	Total For Check	13796					\$ 622.00
07/31/2018	Washington Conservation District	13797	2nd Quarter Billing	N	MS4	100-43118-301-	\$ 162.50
	Total For Check	13797					\$ 162.50
07/31/2018	Todd Smith	13798	Monthly Assessment Services - July	N	Property Assessor	100-41208-300-	\$ 1,991.92
	Total For Check	13798					\$ 1,991.92
07/31/2018	Envirotech Services	13799	Dust Control	N	Magnesium Choride	100-43107-210-	\$ 43,663.77
	Total For Check	13799					\$ 43,663.77
07/31/2018	Bob Peterson	13800	Mailbox Replacement	N	Miscellaneous Expenses	100-41306-224-	\$ 44.88
	Total For Check	13800					\$ 44.88
07/31/2018	SHC, LLC	13801	Planning	N	City Planner	100-41209-301-	\$ 480.00
		13801			Escrow	916-49320-301-	\$ 420.00
		13801				922-49320-301-	\$ 420.00
		13801				943-49320-301-	\$ 330.00
		13801				944-49320-301-	\$ 150.00

Fund Name: All Funds

Date Range: 07/31/2018 To 07/31/2018

<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>
		13801				945-49320-301-	\$ 450.00
		13801					\$ 2,250.00
07/31/2018	John Herrick	13802	Mailbox Replacement	N	Miscellaneous Expenses	100-41306-224-	\$ 50.00
		13802					\$ 50.00
07/31/2018	Sprint	13803	City Cell Phone	N	Road Expenses - Other	100-43116-321-	\$ 28.13
		13803					\$ 28.13
07/31/2018	Petty Cash	13804	Postage/Office	N	Office Supplies	100-41313-210-	\$ 100.00
		13804			Postage	100-41318-210-	\$ 100.00
		13804					\$ 200.00
07/31/2018	MN Department of Labor & Industry	13805	2nd Quarter Building Permit Surcharge	N	Building Permit Surcharge	100-42005-210-	\$ 1,901.72
		13805					\$ 1,901.72
07/31/2018	Miller Excavating	13806	Gravel	N	Gravel Road Costs	100-43106-300-	\$ 2,080.36
		13806					\$ 2,080.36
07/31/2018	Waste Management	13807	Recycling	N	Recycling	100-43011-384-	\$ 4,813.50
		13807					\$ 4,813.50
07/31/2018	Lisa Senopole	13808	Video Tech	N	Cable Costs	100-41212-301-	\$ 75.00
		13808					\$ 75.00
07/31/2018	Brochman Blacktopping Co.	13809	Potholes	N	Pothole Repairs	100-43109-300-	\$ 10,136.57
		13809					\$ 10,136.57
07/31/2018	KEJ Enterprises	13810	July 2018 Road Contractor	N	Animal Control	100-42006-300-	\$ 83.00
		13810			Town Hall Mowing	100-43006-300-	\$ 125.00
		13810			Ball Field Maintenance	100-43009-300-	\$ 125.00
		13810			Road Engineering Fees	100-43102-300-	\$ 166.14
		13810			Road Garbage Removal	100-43105-300-	\$ 167.00
		13810			Gravel Road Costs	100-43106-300-	\$ 20.84
		13810			Magnesium Chloride	100-43107-300-	\$ 41.67
		13810			Road Sign Replacement	100-43110-300-	\$ 83.84
		13810			Culvert Repair	100-43111-300-	\$ 20.84
		13810			Snow & Ice Removal	100-43113-300-	\$ 5,416.67
		13810			Road Brushing	100-43114-300-	\$ 2,250.00
		13810			Road Side Mowing	100-43115-300-	\$ 500.00
		13810					\$ 9,000.00

Fund Name: All Funds

Date Range: 07/31/2018 To 07/31/2018

<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>
07/31/2018	Press Publications	13811	Publishing	N	Publishing Costs	100-41308-351-	\$ 31.59
		Total For Check 13811					\$ 31.59
07/31/2018	Johnson Turner Legal	13812	June Billing	N	Legal Fees - General	100-41204-301-	\$ 1,962.00
		13812			Legal Fees - Complaints	100-41205-301-	\$ 800.00
		13812			Legal Fees - Prosecutions	100-41206-301-	\$ 1,700.00
		13812			Escrow	922-49320-301-	\$ 264.00
		Total For Check 13812					\$ 4,726.00
07/31/2018	WSB & Associates	13813	Engineering	N	Engineering Fees - General	100-41203-300-	\$ 474.00
		13813			Seal Coating/Crack Filling	100-43112-300-	\$ 2,905.75
		13813			MS4	100-43118-300-	\$ 672.00
		13813			Special Road Projects	100-43128-300-	\$ 1,429.50
		13813			Utility/ROW Permits	100-43132-300-	\$ 770.00
		13813			Petitioned - 65th Street	100-43132-300-	\$ 60.00
		13813			Escrow	100-43172-300-	\$ 135.00
		13813				922-49320-300-	\$ 10,520.75
		Total For Check 13813					\$ 16,967.00
07/31/2018	Kline Bros Excavating	13814	Road Maintenance	N	Town Hall Repairs	100-43002-220-	\$ 260.00
		13814			Grader Contractor	100-43101-301-	\$ 2,980.00
		13814			Gravel Road Costs	100-43106-301-	\$ 375.00
		13814			Road Shouldering	100-43108-301-	\$ 8,832.50
		13814			Ditch Repair	100-43133-301-	\$ 1,212.50
		Total For Check 13814					\$ 13,660.00
07/31/2018	Payroll Period Ending 07/31/2018	13815	July18	N	Clerk Salary	100-41101-100-	\$ 3,736.70
		Total For Check 13815					\$ 3,736.70
07/31/2018	PERA	13816	PERA	N	Clerk PERA	100-41102-120-	\$ 376.77
		13816			Clerk PERA Withholding	100-41108-100-	\$ 326.53
		Total For Check 13816					\$ 703.30
07/31/2018	IRS	EFT104	Payroll Taxes	N	Clerk FICA/Medicare	100-41103-100-	\$ 384.30
		EFT104			Clerk Medicare	100-41105-100-	\$ 72.84
		EFT104			Federal Withholding	100-41107-100-	\$ 374.90
		EFT104			Social Security Expens	100-41109-100-	\$ 311.46
		Total For Selected Checks					\$ 1,143.50
							\$ 135,760.59

CITY OF GRANT
MINUTES

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DATE : June 28, 2018
TIME STARTED : 7:00 p.m.
TIME ENDED : p.m.
MEMBERS PRESENT : Councilmember Carr, Kaup, Sederstrom
Lanoux and Mayor Huber
MEMBERS ABSENT : None

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

CALL TO ORDER

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

PUBLIC INPUT

No one was present for public input.

PLEDGE OF ALLEGIANCE

SETTING THE AGENDA

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

City Attorney Snyder advised the first motion that was made was out of order. Personal attacks and interruptions are out of order. Council Member Lanoux stated it is going to be a long and hot meeting. The Council needs to move on to regular business and any further interruptions will result in the meeting being recessed.

CONSENT AGENDA

- June 5, 2018 City Council Meeting Minutes Approved
- June 2018 Bill List, \$60,938.36 Approved
- Kline Bros. Excavating, Road Work, \$18,853.75 Approved
- City of Mahtomedi, 2nd Quarter Fire Contract, \$34,317.00 Approved

1 City of Stillwater, 1st Half Fire Contract, \$58,124.00 Approved

2
3 Miller Excavating, 2018 Gravel, \$37,344.24 Approved

4
5 North Valley, 65th Street Road Project, Pay
6 Voucher #1, \$29,380.29 Approved

7
8 **Council Member Carr moved to approve the consent agenda, as presented. Council Member**
9 **Kaup seconded the motion.**

10
11 City Attorney Snyder asked for a five minute recess at 7:06 p.m.

12
13 Mayor Huber called the meeting back to order at 7:10 p.m.

14
15 **Motion carried with Council Member Lanoux and Sederstrom voting nay.**

16
17 **STAFF AGENDA ITEMS**

18
19 **City Engineer, Brad Reifsteck (no action items)**

20
21 **City Planner, Jennifer Swanson**

22
23 **Consideration of Resolution No. 2018-11, Application for Minor Subdivision, 9411 Joliet**
24 **Avenue N** – The Applicant and Owner, Richard Bennett, is requesting a lot line rearrangement
25 (minor subdivision) of the property located at 9411 Joliet Avenue North. There is an existing home,
26 accessory structure, pool and tennis court located on the existing northerly parcel, and the southerly
27 parcel is currently vacant with no structures.

28
29 The Planning Commission held a duly noticed public hearing on June 19, 2018 at 6:30 PM. There
30 were no members of the public in attendance, and no written testimony was provided regarding the
31 request.

32
33 After brief discussion the Planning Commission unanimously recommended approval of the minor
34 subdivision with the conditions as drafted by staff. The following staff report is generally as-
35 presented, excluding the conditions which are presented within the attached resolution, for your
36 review and consideration.

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
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1
2 The Applicant is proposing a Lot Line Rearrangement, a subsection of Minor Subdivision, to
3 rearrange the existing parcels into a new 5.00-acre lot and a 38.04-acre lot that would include the
4 existing homestead and accessory uses. A new single-family structure is denoted on the survey which
5 is attached to this staff report. Full plans for the proposed home are not provided, however, the
6 Applicant has submitted septic tests and supporting information that is consistent with the proposed
7 lot configuration. The existing homestead and accessory uses on the larger parcel will remain and no
8 alterations are proposed as part of this application.

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

13 Secs. 32-246

14
15 There are two existing parcels associated with this application which are located northeast of the
16 Joliet Avenue North and Dellwood Road North (State Highway 96) intersection. The southerly parcel
17 is approximately 23.06 acres and is bordered on the south property line by Dellwood Road North, and
18 the westerly property line is Joliet Avenue North and is the primary frontage of the parcel. The parcel
19 in its current configuration has approximately 570-feet of frontage on Joliet Avenue North, and 1,391-
20 feet of frontage on Highway 96. The existing lot is vacant with no structures or improvements
21 currently on the parcel. Based on the National Wetland Inventory and available GIS data there is an
22 existing wetland on the north-central portion of the property. The aerial, and survey, denote that
23 much of the property is wooded, with extensive woodlands comprising the easterly half of the
24 property, with what appears to be planted trees (primarily conifers) on the western half of the
25 property.

26
27 The northerly parcel is approximately 19.98 acres and shares its south border with southerly parcel’s
28 north property line. The Applicants and Owners have an existing homestead on the northerly property
29 located approximately 176-feet from the westerly property line. The existing homestead, accessory
30 building, and accessory uses are all accessed from one driveway which connects to Joliet Avenue
31 North on the property’s westerly property line. The existing accessory building is approximately
32 3,500 square feet and is located to the northwest of the existing home. The parcel in existing
33 configuration has approximately 660-feet of frontage along Joliet Avenue North. Per the NWI and
34 available GIS there is a wetland area located on the south-central portion of the property which
35 extends onto the southerly parcel. The site is heavily vegetated on the eastern half of the property, as
36 well as vegetated along the northerly property line.

37
38 The adopted Comprehensive Plan sets a maximum density of 1 unit per 10 acres in the A-2 land use
39 designation. The proposed minor subdivision/lot line rearrangement of the total 43.04-acres results in
40 no additional lots but will likely result in another home being constructed. The minor subdivision as
41 proposed meets the density requirements as established in the comprehensive plan. Further, the intent

1 of the A-2 land use designation is to promote rural residential uses, and the proposed
 2 subdivision/rearrangement is consistent with that objective.

3

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

6

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'

7

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

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'

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

14

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

17

18 The existing homestead and accessory structures are located on proposed Parcel B and are subject to
 19 the city’s setback requirements. The existing principal structure is setback approximately 1,010-feet
 20 from the right-of-way line (westerly property line) of Joliet Avenue North; 640-feet from the
 21 southerly right-of-way line of Highway 96; 175.7-feet from the easterly property line; and 422-feet
 22 from the northerly property line. The accessory building is setback approximately 380-feet from the
 23 newly created property line of Parcel A; 252-feet from the northerly property line; and 750-feet from
 24 the westerly right-of-way line of Joliet Avenue North. ***The existing home and accessory building on***
 25 ***Parcel B meet or exceed all City setback requirements.***

26

27 While it is unknown whether the proposed house location on Parcel A is conceptual, staff performed a
 28 review of the setbacks to determine whether the location as proposed would comply with the City’s
 29 ordinances. As denoted on the Survey, the proposed home would be setback approximately 111.7-
 30 feet from the right-of-way line of Joliet Avenue North (westerly property line, and primary frontage);
 31 129.8-feet from the northerly property line; 480.1-feet from the easterly property line; and 94.0-feet
 32 from the southerly property line. Additionally, though a formal wetland delineation has not been

1 completed, a rough estimate of the wetland edge based on GIS information and topography suggests
2 that the new home would be setback approximately 500-feet from the wetland area. As shown on the
3 survey, the proposed home on Parcel A would meet or exceed all setback requirements. Since it is
4 unclear whether this plan is conceptual, ***Staff would recommend including a condition that all new***
5 ***structures, accessory and principal proposed on Parcel A, will be subject to the city's setback***
6 ***requirements; and if an alternate location is proposed a wetland delineation may be required to***
7 ***ensure appropriate setbacks and wetland buffers are maintained.***

8
9 There is an existing driveway that serves the existing home on Parcel B, and there is currently no
10 existing access to Parcel A. As denoted on the survey, a new driveway would be constructed to serve
11 a new home when constructed on Parcel A. ***As depicted, the proposed driveway would meet the***
12 ***City's driveway standards and setback requirements.***

13
14 As previously stated there is one existing accessory building located on Parcel B which is
15 approximately 3,500-square-feet. The rearrangement of the lot will result in Parcel B containing
16 approximately 38.04 acres. Per Section 32-313 of the City's ordinance, parcels greater than 20-acres
17 have no restriction on total size and number of accessory buildings. As such, the existing building,
18 and any future accessory structures on Parcel B will comply with the City's ordinances and standards.
19 There are no accessory buildings denoted on Parcel A as part of this application. The Applicant
20 should be aware that accessory buildings on parcels between 3 and 4.99-acres a total square footage
21 not to exceed 2,000 square-feet, and a maximum of two (2) accessory structures are permitted. ***Staff***
22 ***would recommend including a condition that any future proposed accessory building(s) shall be***
23 ***subject to size and permitted number as stated within section 32-313 of the City's Zoning***
24 ***ordinance.***

25
26 The existing home is currently served by a septic system that will continue to be used for the existing
27 homestead. Both the septic system and well are located on Parcel B. To demonstrate the buildability
28 of Parcel A, the Applicant submitted septic/soil borings which were submitted to Washington County
29 for their preliminary review. Based on the preliminary results it appears that there is adequate area on
30 Parcel A to install a septic system to support a new home, if and when, proposed. ***Staff would***
31 ***recommend including a condition of approval that a septic permit must be acquired from***
32 ***Washington County prior to the city issuing a building permit for a principal structure on Parcel***
33 ***A.***

34
35 There is an existing well on Parcel B that will continue to be used for the property. Since Parcel A is
36 vacant and no home is designed yet for the lot no well has been installed. ***Staff would recommend***
37 ***including a condition that if and when a new home is proposed on Parcel A that the appropriate***
38 ***permits to install a well must be obtained prior to the city issuing a building permit.***

39
40 The Applicant contacted the Browns Creek Watershed District (BCWD) and discussed the proposed
41 minor subdivision, including conceptual location of a new home on Parcel A. Based on the current
42 location of the home, BCWD indicated that they would not have any concerns, but that proper erosion
43 control permits would be required. Additionally, they noted that if the location of the proposed home
44 were to shift further east, that additional information regarding the wetland (which may include a
45 formal delineation) may be required. ***Staff would recommend including a condition that if the***

1 *location of the proposed home shifts east, that the Applicant is required to obtain proper permits*
2 *and approvals based on the adjusted house location, if applicable.*

3
4 The Planning Commission recommended unanimous approval of the requested minor subdivision
5 with conditions as noted. The draft resolution is provided for review and consideration by the City
6 Council.

7
8 **Council Member Carr moved to adopt Resolution No. 20118-11, as presented. Council Member**
9 **Kaup seconded the motion. Motion carried unanimously.**

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

12
13 **NEW BUSINESS**

14
15 **Consideration of Video Technician Contract, Administrator/Clerk** – Staff advised the contract
16 per the new Video Technician was included in the Council packets.

17
18 **Council Member Carr moved to approve the Video Technician Contract, as presented. Council**
19 **Member Kaup seconded the motion. Motion carried with Council Member Lanoux voting nay.**

20
21 **Consideration of Resolution No. 2018-12, Election Judge Appointments, Administrator/Clerk–**
22 **Resolution No. 2018-12 authorizes election judges and the hourly pay rate for the 2018 primary and**
23 **general election.**

24
25 **Council Member Carr moved to adopt Resolution No. 2018-12, as presented. Council Member**
26 **Kaup seconded the motion. Motion carried unanimously.**

27
28 **Consideration of Extension Agreement, Washington Suburban Cable Commission and**
29 **Comcast** – The Extension Agreement was included in the Council packets for consideration.

30
31 **Council Member Carr moved to approve Extension Agreement, Washington Suburban Cable**
32 **Commission and Comcast, as presented. Council Member Kaup seconded the motion. Motion**
33 **carried with Council Member Lanoux voting nay.**

34
35 **UNFINISHED BUSINESS**

36
37 There was no unfinished business.

38 **DISCUSSION ITEMS (no action taken)**

39
40 **Staff Updates (updates from Staff, no action taken)**

41
42 **City Council Reports/Future Agenda Items**

43
44 **No items were added to the August City Council meeting agenda.**

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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.

ADJOURNMENT

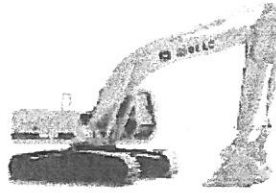
Council Member Carr moved to adjourn the meeting at 7:19 p.m. Council Member Kaup seconded the motion. Motion carried with Council Member Lanoux voting nay.

These minutes were considered and approved at the regular Council Meeting June 28, 2018.

Kim Points, Administrator/Clerk

Jeff Huber, Mayor

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



Invoice

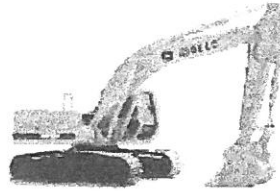
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7/30/18	2489

BILL TO	JOB ADDRESS
CITY OF GRANT 111 WILDWOOD RD WILLERNIE, MN 55090	TOWN HALL REPAIRS 100-43002

DUE DATE
8/9/18

DESCRIPTION	QTY	UNIT COST	AMOUNT
7-16-18 1845C PUT ROCK UNDER POTRA POT	1	85.00	85.00
7-16-18 1" CLEAR LIMEROCK			175.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE			
Total			260.00

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



Invoice

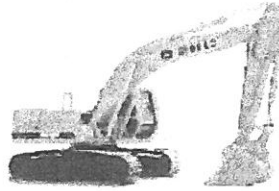
DATE	INVOICE #
7/30/18	2485

BILL TO	JOB ADDRESS
CITY OF GRANT 111 WILDWOOD RD WILLERNIE, MN 55090	ROAD GRADING 101-43101

DUE DATE
8/9/18

DESCRIPTION	QTY	UNIT COST	AMOUNT
6-21-18 770B	3	80.00	240.00
6-21-18 740A	5	80.00	400.00
6-22-18 740A	3	80.00	240.00
6-26-18 740A	4.25	80.00	340.00
7-19-18 740A	2	80.00	160.00
7-20-18 770B	4.75	80.00	380.00
7-20-18 740A	6	80.00	480.00
7-26-18 770B	6	80.00	480.00
7-26-18 740A	3.25	80.00	260.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE			Total
			2,980.00

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



Invoice

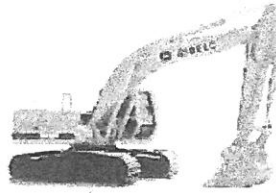
DATE	INVOICE #
7/30/18	2486

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

DUE DATE
8/9/18

DESCRIPTION	QTY	UNIT COST	AMOUNT
6-22-18 HUAL AWAY MUDDY SHOULDERS AND GRAVEL HILL ON LANSING AVE SOUTH OF HWY 96			0.00
6-22-18 1845C	5	85.00	425.00
6-22-18 T600	5.5	75.00	412.50
6-22-18 LNT9000	2	75.00	150.00
6-22-18 SD54	3	75.00	225.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONHTLY SERV CHARGE	Total		1,212.50

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



Invoice

DATE	INVOICE #
7/30/18	2487

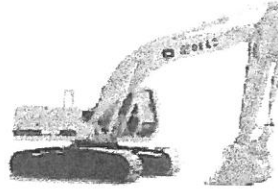
BILL TO	JOB ADDRESS
CITY OF GRANT 111 WILDWOOD RD WILLERNIE, MN 55090	ROAD GRAVEL 100-43106

DUE DATE
8/9/18

DESCRIPTION	QTY	UNIT COST	AMOUNT
6-22-18 LOADS OF RC-5 HAULED FOR LANSING AVE SOUTH OF HWY 96	4	75.00	300.00
7-17-18 RC-5 HAULED FOR INTERSECTION OF 83RD WEST OF KIMBRO	1	75.00	75.00
Total			375.00

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

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



Invoice

DATE	INVOICE #
7/30/18	2488

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

DUE DATE
8/9/18

DESCRIPTION	QTY	UNIT COST	AMOUNT
6-27-18 PUT LIMEROCK GRAVEL ON 67TH & KEATS AND HWY 96 AND KIMBRO. CUT HIGH SHOULDER OFF NORTH END OF KIMBRO BOTH SIDES			0.00
6-27-18 C-5 LIMEROCK	2.5	275.00	687.50
6-27-18 1845C	6	85.00	510.00
6-27-18 T600	4	75.00	300.00
6-27-18 LNT9000	3	75.00	225.00
7-16-18 CUT HIGH SHOULDERS OFF KIMBRO SOUTH OF 83RD ST			0.00
7-16-18 E70	5	90.00	450.00
7-16-18 1845C	5	85.00	425.00
7-16-18 FLAGMAN	5	45.00	225.00
7-16-18 T600	3	75.00	225.00
7-16-18 LNT9000	6	75.00	450.00
7-17-18 CUT OFF HIGH SHOULDERS ON SOUTH END OF KIMBRO			0.00
7-17-18 E70	5	90.00	450.00
7-17-18 1845C	4	85.00	340.00
7-17-18 T600	3	75.00	225.00
7-17-18 LNT9000	3	75.00	225.00
7-17-18 FLAGMAN	2	45.00	90.00
7-18-18 E70	3	90.00	270.00
7-18-18 1845C	4	85.00	340.00
7-18-18 T600	2	75.00	150.00
7-18-18 LNT9000	4	75.00	300.00
7-18-18 FLAGMAN	4	45.00	180.00
7-18-18 STRAW EROSION MAT FOR KIMBRO SOUTH OF 83RD EAST SIDE			125.00
7-18-18 SEED KIMBRO			200.00
7-24-18 CUT HIGH SHOULDER OFF KEATS AVE BETWEEN 65TH ST & 67TH ST WEST SIDE			0.00
7-24-18 E70	7	90.00	630.00
7-24-18 1845C	7	85.00	595.00
7-24-18 T600	7.5	75.00	562.50
7-24-18 LNT9000	7.5	75.00	562.50
7-24-18 FLAGMAN	2	45.00	90.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE	Total		8,832.50

Brochman Blacktopping Co.

7020 Lake Elmo Ave N
Stillwater, MN 55082

MN: 651-439-5379 WI: 715-294-1622

eMail: brochmanpaving@msn.com
Website: www.brochmanpaving.com

Invoice

Date	Invoice No.
6/21/2018	7205

Bill To:

City Of Grant
111 Wildwood Road
P.O. Box 577
Willernie, MN 55090

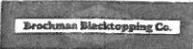
Terms Net 15

Due Date 7/12/2018

Description	Qty	Rate	Amount
Asphalt Mix - Tons (City of St. Paul Asphalt Plant)	3	55.82	167.46
Truck With Driver (hrs)	2.5	88.00	220.00
Skid Loader With Bucket (hrs)	2	78.00	156.00
Roller With Operator (hrs)	2	73.00	146.00
Labor (per man - hours)	2	57.00	114.00
Labor & Materials for asphalt pothole repairs at Jeffrey Avenue North (14MAY2018)			
Asphalt Mix - Tons	6	55.82	334.92
Truck With Driver (hrs)	4.5	88.00	396.00
Skid Loader With Bucket (hrs)	3.5	78.00	273.00
Roller With Operator (hrs)	4	73.00	292.00
Labor (per man - hours)	4	57.00	228.00
Labor & Materials for asphalt pothole repair on Mckusick Road (17MAY2018)			
Asphalt Mix - Tons	8	55.82	446.56
Truck With Driver (hrs)	5.5	88.00	484.00
Skid Loader With Bucket (hrs)	5	78.00	390.00
Roller With Operator (hrs)	5	73.00	365.00
Labor (per man - hours)	7	57.00	399.00
Labor & Materials for asphalt pothole repair on Mckusick Road (18MAY2018)			
Asphalt Mix - Tons	4	55.82	223.28
Truck With Driver (hrs)	4	88.00	352.00
Skid Loader With Bucket (hrs)	3	78.00	234.00
Roller With Operator (hrs)	3	73.00	219.00
Labor (per man - hours)	5	57.00	285.00
Labor & Materials, asphalt pothole repairs Mckusick Road (22MAY2018)			
Asphalt Mix - Tons	4.5	55.82	251.19
Truck With Driver (hrs)	3	88.00	264.00

Thank you for your business.

Total:
Payments/Credits:
Balance Due:



Brochman Blacktopping Co.

7020 Lake Elmo Ave N
Stillwater, MN 55082

MN: 651-439-5379 WI: 715-294-1622

eMail: brochmanpaving@msn.com
Website: www.brochmanpaving.com

Invoice

Date	Invoice No.
6/21/2018	7205

Bill To:

City Of Grant
111 Wildwood Road
P.O. Box 577
Willernie, MN 55090

Terms Net 15

Due Date 7/12/2018

Description	Qty	Rate	Amount
Skid Loader With Bucket (hrs)	3	78.00	234.00
Roller With Operator (hrs)	3	73.00	219.00
Labor (per man - hours)	2.5	57.00	142.50
Labor & Materials for asphalt pothole repair Mckusick Road (11JUN2018)			
Asphalt Mix - Tons	6	55.82	334.92
Truck With Driver (hrs)	3	88.00	264.00
Skid Loader With Bucket (hrs)	2.5	78.00	195.00
Roller With Operator (hrs)	2	73.00	146.00
Labor (per man - hours)	2	57.00	114.00
Tack Sprayer With Operator	1	76.00	76.00
Tack Per Gallon	9	8.00	72.00
Labor & Materials for asphalt pothole repairs: Mckusick Road (12JUN2018)			
Asphalt Mix - Tons	5	55.82	279.10
Truck With Driver (hrs)	4	88.00	352.00
Skid Loader With Bucket (hrs)	3	78.00	234.00
Roller With Operator (hrs)	3	73.00	219.00
Labor (per man - hours)	5	57.00	285.00
Tack Sprayer With Operator	1.5	76.00	114.00
Tack Per Gallon	15	8.00	120.00
Labor & Materials for asphalt pothole repairs: Mckusick Road (13JUN2018)			
Asphalt Mix - Tons	2	55.82	111.64
Truck With Driver (hrs)	2	88.00	176.00
Skid Loader With Bucket (hrs)	1	78.00	78.00
Roller With Operator (hrs)	1	73.00	73.00
Labor (per man - hours)	1	57.00	57.00
Labor & Materials for asphalt pothole repairs: Mckusick Road (20JUN2018)			

Thank you for your business.

Total:	\$10,136.57
Payments/Credits:	\$0.00
Balance Due:	\$10,136.57



CITY OF GRANT

111 Wildwood Road
Grant, MN 55090-0487

Project R-010203-000 - 65TH STREET NORTH IMPROVEMENTS PROJECT
Final Pay Voucher No. 2

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

Contract No.
Vendor No.
For Period: 6/16/2018 - 7/10/2018
Warrant # _____ Date _____

Contract Amounts

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

Funds Encumbered

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

Work Certified To Date

Base Bid Items	\$39,618.60
Backsheet	\$0.00
Change Order	\$0.00
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$39,618.60

	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	\$8,691.98	\$39,618.60	\$0.00	\$29,380.29	\$10,238.31	\$39,618.60
Percent Retained: 0.0000%						
Amount Paid This Final Pay Voucher					\$10,238.31	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By

Brad O. Reptel

WSB & Associates, Inc.

Approved By

Eric Thompson

Construction Observer

Approved By

[Signature]

North Valley, Inc.

Approved By

[Signature]

City of Grant

Date

7/16/18

Date

7/19/18



PO Box 5512 • Denver, CO 80217
 For Inquiries:
 West Region • 509-936-7102
 Rocky Mtn Region • 800-577-5346
 Midwest Region • 800-881-5848
 ESI East • 877-664-3401

Customer Statement of Account

Print Date 07/02/2018
 Page 1
 Currency USD
 Balance Date 06/30/2018
 Customer Id: 13555

City of Grant
 111 Wildwood Road
 Box 577
 Willernie MN 55090

Transaction	Document No	Document Date	Due Date	Document Amount	Open Amount
Invoice	CD 201814993	06/22/2018	07/07/2018	5,869.22	5,869.22
Invoice	CD 201815468	06/29/2018	07/14/2018	37,794.55	37,794.55

Balance Per 06/30/2018 43,663.77

Not Due	Due 0 - 30 Days	Due 31 - 60 Days	Due 61 - 90 Days	Due More Than 90 Days
43,663.77	0.00	0.00	0.00	0.00



Building a legacy – your legacy.

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

Memorandum

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

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

Date: *August 7th, 2018*

Re: *65th Street North Roadway Improvements – Declare Costs and Set Assessment Hearing*

Actions to be considered:

To declare costs and set assessment hearing.

Facts:

- The City Council received this feasibility report and ordered the preparation of plans and specs at the August 1st, 2017 regular Council Meeting. The total cost of the improvements was estimated at \$62,500.
- Following the public hearing, the City Council ordered the public improvements for the improvements on 65th Street North at the September 5th, 2017 regular Council Meeting.
- Following the completion of construction, the total project cost of the improvement is \$53,160.60. The Cities' participation amount set aside for 65th Street maintenance is \$3,883. The total cost of the improvement to be assessed against benefited property owners is \$49,277.60.
- An Assessment Hearing will need to be held to consider the adoption of assessments. This hearing is proposed to be held at the August 7th, 2018 City Council meeting.

Action: Discussion.

Attachments:

Resolution Calling for Ratifying an Assessment Hearing
Resolution Declaring Costs

CITY OF GRANT

RESOLUTION NO. 2018-13

**RESOLUTION DECLARING COSTS TO BE ASSESSED AND
ORDERING PREPARATION OF PROPOSED ASSESSMENTS
FOR THE 65th STREET NORTH ROADWAY IMPROVEMENT PROJECT**

WHEREAS, the City Council ("Council") of the City of Grant, Minnesota ("City") has identified 65th Street N as a Capital Improvement Project for Fiscal Year 2017; and

WHEREAS, pursuant to Resolution 2018-07 passed by the Council March 6th, 2018, the consultant City Engineer Brad Reifsteck, WSB & Associates, prepared and published the advertisement for bids and received bids; and,

WHEREAS, on April 19th 2018 bids were opened and tabulated according to law, and the bids were awarded by the Council on May 1, 2018

WHEREAS, pursuant to Resolution 2016-23 the contract was let for the project and the construction cost for such improvement is \$39,618.60, and the expenses incurred or to be incurred in the making of such improvement amount to \$13,542.00 so that the total cost of the improvement will be \$53,160.60. The cities participation is \$3,883.

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

1. The total cost of such improvement to be assessed against benefited property owners is declared to be \$49,277.60.
2. Assessments shall be payable in equal annual installments extending over a period of fifteen (15) years, the first of the installments to be payable on or before the first Monday in January, 2019, and shall bear interest at the rate of 4.50% percent.
3. The City Manager, with the assistance of the City Engineer (consulting engineer), shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and he/she shall file a copy of such proposed assessment in his/her office for public inspection.

ADOPTED this 7th day of August, 2018.

Jeff Huber, Mayor

Attest:

Kim Points, City Clerk

CITY OF GRANT

RESOLUTION NO. 2018-14

**RESOLUTION CALLING FOR AND RATIFYING
AN ASSESSMENT HEARING
FOR THE 65th STREET NORTH ROADWAY IMPROVEMENT PROJECT**

WHEREAS, the City Council ("Council") of the City of Grant, Minnesota ("City") has identified 65th Street N as a Capital Improvement Project for Fiscal Year 2017; and

WHEREAS, those improvements shall include pavement replacement; and, pursuant to Minnesota Statutes, Sections 429.011 to 429.111; and,

WHEREAS, costs have been calculated for the project and the portion of the cost of such improvement to be assessed against benefited property owners was declared; and,

WHEREAS, by a resolution passed by the council on August 7th 2018, the city clerk was directed to prepare a proposed assessment of the cost of the project; and,

WHEREAS, the clerk will complete the proposed assessment and file in his/her office for public inspection,

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

1. A hearing shall be held at 7:00 p.m. on September 4th, 2018 in the City Hall, located at 8380 Kimbro Avenue N. Grant, MN to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The city clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and she shall state in the notice the total cost of the improvement. She shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the Finance Department, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of the assessment. An owner may at any time thereafter, pay to Washington County the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of

the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

ADOPTED this 7th day of August, 2018

Jeff Huber, Mayor

Attest:

Kim Points, City Clerk



Building a legacy – your legacy.

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

Memorandum

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

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

Date: *August 7, 2018*

Re: *2018 Pavement Management Program*

Actions to be considered:

The City received two quotes for seal coating streets in the 2018 Pavement Management Program Project. The lowest quote received is in the amount of \$105,190.00 from Allied Blacktop Company. Allied Blacktop is a reputable company who has completed similar work for the City in the past. A bid tab is shown in the table below:

					Allied Blacktop Company		Pearson Bros, Inc.	
Line No.	Item	SCHEDULE A. STREET & GENERAL	Estimated Qty.	Unit	Unit Bid	Total Bid	Unit Bid	Total Bid
					(in Dollars)	(in Dollars)	(in Dollars)	(in Dollars)
1	2356.505	BITUMINOUS MATERIAL FOR SEAL COAT (CRS-2)	13300	GALLON	\$ 5.95	\$ 79,135.00	\$ 2.99	\$ 39,767.00
2	2356.507	SEAL COAT AGGREGATE (FA-1)	670	TON	\$ 2.50	\$ 1,675.00	\$ 53.00	\$ 35,510.00
3	2575.601	TRAFFIC CONTROL	1	LUMP SUM	\$3,500.00	\$ 3,500.00	\$22,000.00	\$ 22,000.00
4	2355.502	BITUMINOUS MATERIAL FOR FOG SEAL	4800	GALLON	\$ 4.35	\$ 20,880.00	\$ 2.44	\$ 11,712.00
GRAND TOTAL BID						\$105,190.00		\$108,989.00

This year's project included a bid item for a fog seal (item no. 4 above). A fog seal is a bituminous material applied after the rock is placed and swept and provides the surface a fresher look and added protection from water and other roadway contaminants. This is the same product you may have noticed recently on Hwy 96 east of Jamaica.

The fog seal item is not necessary to complete the seal coating work, but was offered only to solicit a quote in the case the price was within budget. The additional cost for this work is \$20,880.00 as shown in the table above. Removing this line item does not change the apparent low bidder. If a decision is made to eliminate the fog seal item, then the total quote amount is \$84,310.00.

As you know, we are in the process of working with two neighborhoods, Justen Trail and Janero Court, within the 2018 project area who are interested in exploring a more significant roadway project through special assessments. To provide these residents more time to decide whether to move forward with a special assessed project, it is requested the seal coating for these streets be completed as part of a project next year. The budgeted amount for the seal coat work along these streets would be used to offset the total cost of a roadway improvement project. The total estimated amount (based upon unit bid prices shown above) for both streets is approximately \$34,100.

All other seal coat work is scheduled to be completed prior to September 15, 2018.

Action: Motion to award 2018 Seal Coat Project to the low bidder, Allied Blacktop Company.
Attachments: Allied Blacktop Company Quotes

**CITY OF GRANT
EXECUTIVE SESSION
SUMMARY MINUTES**

DATE : April 3, 2018
TIME STARTED : 8:27 p.m.
TIME ENDED : 8:38 p.m.
MEMBERS PRESENT : Councilmember Carr, Kaup, Sederstrom
and Mayor Huber
MEMBERS ABSENT : Lanoux

Staff members present: City Attorney, Dave Snyder

**EXECUTIVE SESSION PURSUANT TO Minn. Stat. 13D.05 Subd. 3 “ATTORNEY
CLIENT PRIVILEGE” TO DISCUSS PENDING LITIGATION (Jane Doe v. Larry
Lanoux et. Al).**

Council Member Carr moved to go into closed session at 8:27 pm. Council Member Kaup seconded the motion. Motion carried unanimously.

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

City Attorney Snyder advised potential litigation strategy was discussed during closed session and no action was taken.

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

**CITY OF GRANT
EXECUTIVE SESSION
SUMMARY MINUTES**

DATE	: April 17, 2018
TIME STARTED	: 1:30 p.m.
TIME ENDED	: 2:07 p.m.
MEMBERS PRESENT	: Councilmembers Carr, Kaup, Sederstrom and Mayor Huber
MEMBERS ABSENT	: Lanoux

Staff members present: City Attorney, Dave Snyder

**EXECUTIVE SESSION PURSUANT TO Minn. Stat. 13D.05 Subd. 3 “ATTORNEY
CLIENT PRIVILEGE” TO DISCUSS PENDING LITIGATION (Jane Doe v. Larry
Lanoux et al.).**

Council Member Carr moved to go into closed session at 1:30 p.m. Council Member Sederstrom seconded the motion. Motion carried unanimously.

Council Member Carr moved to go back into open session at 2:05 p.m. Council Member Kaup seconded the motion. Motion carried unanimously.

City Attorney Snyder advised potential litigation strategy was discussed during closed session and no action was taken.

Council Member Carr moved to adjourn the meeting at 2:07 p.m. Council Member Kaup seconded the motion. Motion carried unanimously.

**CITY OF GRANT
MINUTES OF EXECUTIVE SESSION**

DATE	: May 17, 2018
TIME STARTED	: 6:30 p. m.
TIME ENDED	: 7:38 P.M.
MEMBERS PRESENT	: Council Member Carr, Kaup, Sederstrom and Mayor Huber
MEMBERS ABSENT	: Lanoux

CALL TO ORDER

Call to order. Motion was made by Councilmember Carr and seconded by Councilmember Kaup to enter Executive Session at 6:30 p.m. to discuss pending litigation in Doe v. Lanoux and City of Grant.

EXECUTIVE SESSION

Present at Executive Session were Present were the fully City Council except Larry Lanoux, Dyan Ebert, Darin Richardson and Brian Gaviglio from the League of Minnesota Cities. Also present was City Attorney Dave Snyder.

Ms. Ebert made an introduction of the status of the litigation of Points v. Lanoux, et al. Parties discussed the status of the litigation.

MOTION TO ADJOURN

At 7:36 p.m., Tom Carr made a motion to close executive session. Councilmember Sederstrom seconded the motion; all in favor. Councilmember Kaup made a motion to return to regular session. Councilmember Carr seconded the motion. Attorney Snyder provided a summary indicating that the Council had gone into Executive Session to discuss pending litigation in Doe v. Lanoux, City of Grant per 13D.05, Subd. 3.

Motion to adjourn was made by Tom Carr, seconded by Councilmember Sederstrom, all in favor. The meeting was adjourned at 7:38 p.m.

**CITY OF GRANT
EXECUTIVE SESSION
SUMMARY MINUTES**

DATE : June 6, 2018
TIME STARTED : 3:00 p.m.
TIME ENDED : 3:46 p.m.
MEMBERS PRESENT : Councilmembers Carr, Kaup, Sederstrom and Mayor Huber
MEMBERS ABSENT : Lanoux

Staff members present: City Attorney, Dave Snyder

EXECUTIVE SESSION PURSUANT TO Minn. Stat. 13D.05 Subd. 3 “ATTORNEY CLIENT PRIVILEGE” TO DISCUSS PENDING LITIGATION (Jane Doe v. Larry Lanoux et al.).

Mayor Huber reconvened the June 5, 2018 regular City Council meeting at 3:00 p.m.

Council Member Carr moved to go into closed session at 3:01 p.m. Council Member Kaup seconded the motion. Motion carried unanimously.

Council Member Kaup moved to go back into open session at 3:40 p.m. Council Member Carr seconded the motion. Motion carried unanimously.

City Attorney Snyder advised litigation strategy was discussed during closed session.

Motion was made to offer \$50,000 in settlement of claims against the City by Plaintiff or pursuit of expedited mediation. Motion made by Council Member Kaup, seconded by Council Member Carr, all Councilmembers voted in favor, none against.

**AGREEMENT BETWEEN
WASHINGTON CONSERVATION DISTRICT
AND MEMBERS OF THE 2019-2021
EAST METRO WATER RESOURCE EDUCATION PROGRAM**

A. PARTIES

This Agreement is made and entered into by Washington Conservation District, hereinafter referred to as HOST, and members of the East Metro Water Resource Education Program, hereinafter referred to individually as a PARTNER. A PARTNER is defined as an entity that executes this agreement, and this Agreement provides for the withdrawal or addition of PARTNERS to the East Metro Water Resource Education Program. Eligible PARTNERS include watershed organizations and municipalities partially or wholly within Washington County.

B. PURPOSE

WHEREAS, the PARTNER and the HOST have a common objective of educating the citizens of the Twin Cities east metro area about water resource, stormwater, and groundwater management in order to improve water quality; and

WHEREAS, the PARTNER has identified a need for education assistance; and

WHEREAS, 8 watershed organizations in Washington County have education components in their respective watershed management plans; and

WHEREAS, 25 communities, including multiple watersheds and the County, in Washington County are required to obtain a Municipal Separate Storm Sewer System (MS4) Permit from the Minnesota Pollution Control Agency (MPCA), which requires nonpoint source pollution education; and

WHEREAS, the PARTNER agrees it is in its best interest to define its respective responsibilities and obligations; and

WHEREAS, the PARTNER agrees that collaborative efforts are needed to more effectively and efficiently deliver water resource education and meet MS4 permit education requirements; and

WHEREAS, the PARTNER requests assistance from the HOST to implement the policies specified in MINN. STAT. §§ 103A.206; and

WHEREAS, the HOST is authorized to enter agreements to provide such assistance pursuant to MINN. STAT. §§ 103C.331, SUBD. 3 and 7.

NOW, THEREFORE, the PARTNER agrees as follows:

C. TERM OF CONTRACT

The term of this agreement shall be from January 1, 2019 to December 31, 2021 unless extended or terminated earlier as provided herein.

D. MEMBERSHIP STRUCTURE

In accordance to the program goals of collaboration and partnership, entities may become a PARTNER by signing the Signature Page at the end of this Agreement. A new PARTNER shall apply to the HOST and sign a separate contract and its signature page shall be attached to the original document. The HOST will coordinate with each PARTNER, update the project budget, and distribute it to each PARTNER.

Each PARTNER will assign a member to the Steering Committee of the East Metro Water Resource Education Program. This Committee will assist the Shared Water Resource Educator and HOST to prepare the Annual Workplan, Annual Budget, and Annual Report. A Membership Summary will be included in the Annual Report prepared by the HOST.

E. SCOPE OF SERVICES

The HOST will perform for the PARTNER the services and furnish and deliver work products generally described in Exhibit A, attached and made part of this agreement. Services for a specific PARTNER will be defined in the Annual Workplan developed as described in Exhibit A. PARTNER-specific services will constitute approximately 15% of the total Annual Workplan. Eighty-five (85) percent of the total Annual Workplan will be committed to shared, multi-jurisdictional benefit educational activities.

F. COST

In full consideration for services under this agreement, the PARTNER shall provide its portion of the annual costs to the HOST in accordance with the executed Signature Page at the end of this Agreement. The total annual budget for the program is as shown in Exhibit B with contributions outlined in Paragraph G. If all PARTNER contributions total less than the Total Budget, educational material expenses not otherwise paid for will not be incurred. PARTNER's annual contribution may be increased from the amount stated in the Signature Page at the end of the Agreement only with approval of PARTNER's governing body.

In the case that overall contributions of funding from all of the PARTNERS exceeds the budget in Exhibit B by less than 20%, the excess contributions will be used to fund additional educational materials or support staff. Once the revised overall funding contribution from all of the PARTNERS exceeds the budget in Exhibit B by 20%, the PARTNERS have the option of having their proportional amount of the excess budget refunded or can direct the funds to be used for EMWREP activities.

G. FUNDING STRUCTURE

Each PARTNER is suggested to contribute annually in accordance with the following funding structure:

County: \$12,800/year
Small Watershed Districts (Taxable Market Value < \$1 Billion): \$12,800/year
Medium Watershed Districts (TMV \$1-5 Billion): \$19,300/year
Large Watershed Districts (TMV >\$5 Billion): \$25,000/year
Watershed Management Organizations: \$6,300/year
Large MS4 Cities: \$2,700/year (Population > 5,000)
Small MS4 Cities: \$700/year (Population < 5,000)

In-kind matches from existing educational staff from within partner organizations are also encouraged. The WCD shall provide \$12,800 of in-kind match to the program per year. As shown in Exhibit B, PARTNER contributions will be reviewed and adjusted on an annual basis, as needed.

H. PAYMENTS

1. The services in Exhibit A provided by the HOST will be billed in accordance to Exhibit B. Invoices will be sent on a quarterly basis and will summarize the work performed. Invoices are payable within 60 days.
2. Office supplies, in-house reproduction expenses, and transportation are included in the overhead noted above. Out source reproduction, special bulk mailings and other direct costs beyond the actual current budget as established in accordance with the Annual Workplan (the combined

contributions of each PARTNER) noted in Paragraph F are to be reimbursed at actual cost with prior approval from the PARTNERS.

I. EQUAL EMPLOYMENT OPPORTUNITY- CIVIL RIGHTS

During the performance of this Agreement, the HOST agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance, criminal record, creed or national origin, be excluded from full employment rights in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964.

J. STANDARDS

The HOST shall comply with all applicable Federal and State statutes and regulations as well as local ordinances now in effect or hereafter adopted. Failure to meet the requirements of the above may be cause for cancellation of this contract effective the date of receipt of the Notice of Cancellation.

K. DATA PRIVACY

All data collected, created, received, maintained, or disseminated, or used for any purpose in the course of the HOST's performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The HOST agrees to abide by these statutes, rules and regulations and as they may be amended.

L. AUDITS, REPORTS, AND MONITORING PROCEDURES

The HOST will:

1. Maintain records that reflect all revenues, cost incurred and services provided in the performance of the Agreement.
2. Agree that the County, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to the rights to examine audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the HOST which are relevant to the contract. The annual audit conducted for the Washington Conservation District that includes EMWREP activities.

M. INDEMNITY

No party to this Agreement agrees to be responsible for the acts or omissions of another, its agents, officials, contractors or employees within the meaning of Minnesota Statutes section 471.59, subdivision 1a. Each PARTNER and HOST will hold harmless, defend and indemnify all other parties to this Agreement, their officers, board members, employees and agents for any and all damage, liability, cost or claim (including reasonable attorneys' fees) to the extent it is the result of its negligent act or of another action or inaction that is the basis for its liability in law or equity. The PARTNER agrees to provide proof of contractual liability insurance upon request. This paragraph does not constitute a waiver or otherwise diminish, any statutory or common law defense, immunity or limit on liability any PARTNER or HOST may enjoy as against any third party.

N. INDEPENDENT CONTRACTOR

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the HOST as the agent, representative, or employee of PARTNER organization for any purpose or in any manner whatsoever. The HOST is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The HOST represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the HOST or other person, while engaged in the performance of any work or services required by the HOST under this Agreement, shall have no contractual relationship with the PARTNER and shall not be considered employees of the PARTNER.

O. MODIFICATIONS

Any material alteration or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by written agreement of the HOST and the PARTNER shall not require written approval. Contract extensions will be handled as a material alteration.

P. MERGER

It is understood and agreed that the entire agreement of the parties is contained here, except as modified during the term of the Agreement by a writing under Paragraph O above concerning a non-material change, and that this contract supersedes oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

Q. TERMINATION

This Agreement will commence when executed by HOST and all PARTNERS and will continue until terminated. The Agreement will commence with respect to each additional PARTNER on that PARTNER'S execution of a signature page acceding to the terms of the Agreement. This Agreement will terminate immediately upon completion of the activities enumerated herein and the program duration expires. Any party to this Agreement may withdraw participation on an agreement-year basis with 60 days written notice to HOST prior to the annual anniversary date of the Agreement, with the actual termination date falling on the anniversary date. Pro-rated contributions will be returned to the terminated or terminating PARTNER. The HOST will promptly notify all PARTNERS of any PARTNER's termination. Termination by any one PARTNER will not constitute the termination of this Agreement. If HOST determines that PARTNER termination has resulted in inadequate funds to deliver the work products generally described in Exhibit A, the HOST will terminate the Agreement effective the anniversary date unless adequate funds can be procured. Termination by the HOST will constitute termination of this Agreement in whole and pro-rated contributions will be returned to each PARTNER.

R. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All property of the HOST or a PARTNER used, acquired or created in the performance of work under this Agreement, including documents and records of any kind, shall remain the property of the HOST and the PARTNER providing the property. The HOST and PARTNERS shall jointly own and each party has the individual right to use, sell, license, publish, or otherwise disseminate any product developed in whole or in part during the performance of work under this Agreement. Durable goods purchased by the HOST, such as office equipment and computers, shall remain the property of the HOST.

**CONTRACT BETWEEN
WASHINGTON CONSERVATION DISTRICT
AND MEMBERS OF THE
EAST METRO WATER RESOURCE EDUCATION PROGRAM**

HOST: **Washington Conservation District**

PARTNER:

Annual Contribution Amount:

Contract start date:

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

APPROVED:

PARTNER

HOST

BY: _____

BY: _____

Board Chair

Date

Title

BY: _____

BY: _____

WCD Manager

Date

Title

Approval as to form and execution:

Date

EXHIBIT A

SCOPE OF SERVICES EAST METRO WATER RESOURCE EDUCATION PROGRAM

HOST responsibilities:

1. Hire, employ and supervise the Water Resource Educator/s that will successfully serve the education needs as prescribed herein.
2. Obtain financial reimbursement from each PARTNER as prescribed in this agreement.
3. Work in good faith to achieve the goals identified in this agreement.
4. Maintain a strict accounting of all financial transactions.
5. Develop and disseminate annual summaries of accomplishments and budgetary analysis to partners of the East Metro Water Resource Education Program.
6. Provide office space, office furniture, computer, transportation, and phone. Equipment purchased by the HOST will remain the property of the HOST following the term of this agreement.

PARTNER responsibilities:

1. Provide a single representative to the Steering Committee of the East Metro Water Resource Education Program. This person shall actively participate in the Steering Committee and assist in employee selection, Annual Workplan Development, and other tasks as needed.
2. Provide funds for the East Metro Water Resource Education Program described herein.
3. Provide appropriate and timely feedback to the HOST manager regarding the performance of the Water Resource Educator/s.
4. Share equipment, staff, and educational resources to facilitate Education Program planning and implementation.
5. As initiated by the HOST, discuss the progress of the Water Resource Educator/s and agree to take any action that is appropriate to ensure the successful fulfillment of project objectives.
6. Work with the Water Resource Educator/s to ensure that services are being used to address high priorities at the local level.

Water Resource Educator/s responsibilities:

1. Prepare, coordinate, and revise East Metro Water Resource Education Program Plan annually with the Steering Committee of the East Metro Water Resource Education Program.
2. Review and advise watershed district PARTNERS annually on educational aspects of their watershed district plans.
3. Develop annual plan of work with the Steering Committee of the East Metro Water Resource Education Program. Workplan will reference Washington County MS4 education programs and watershed district PARTNERS education plans.
4. Implement annual work plan, including planning, implementing, evaluating, and reporting on such anticipated activities as presentations, workshops, in-field training, demonstration projects, and published materials.
5. Pursue grants and other funding sources to enhance the East Metro Water Resource Education Program.
6. Coordinate with "Watershed Partners" and other entities conducting water resource education efforts to minimize overlap and maximize effectiveness.
7. Maintain educational information for web-based East Metro Water Resource Education Program.
8. Presents papers as appropriate at professional meetings within Minnesota.
9. Prepare annual education report (which meets MS4 requirements) and conduct shared MS4 annual meetings for participating East Metro Water Resource Education Program members

**EXHIBIT B
BUDGET**

Shared Water Resource Education Program - Washington Conservation District Annual Budget

Staff Support and Overhead Expenses	Materials	Total
\$144,200	\$10,000	\$154,200.00

MEMBERSHIP STRUCTURE AND FUNDING CONTRIBUTIONS*

* PARTNER contributions will be reviewed and adjusted on an annual basis, as needed and in accordance with the terms of the Agreement.

PARTNER	Annual Contribution
SWWD	\$25,000
VBWD	\$19,300
BCWD	\$19,300
CLFLWD	\$19,300
CMSCWD	\$12,700
RWMWD	\$12,700
RCWD	\$3,000
Washington County	\$12,800
MSCWMO	\$6,300
Cottage Grove	\$2,700
Forest Lake	\$2,700
Lake Elmo	\$2,700
Hugo	\$2,700
Oakdale	\$2,700
Stillwater	\$2,700
Woodbury	\$2,700
Dellwood	\$700
Grant	\$700
Newport	\$700
Oak Park Heights	\$700
St. Paul Park	\$700
West Lakeland	\$700
Willernie	\$700
TOTAL	\$154,200.00

Kim Points
Administrator/Clerk
City of Grant

July 18 2018

AUGUST 7 2018 Agenda Items to be place under new business.

Formal request to put items listed from the special meeting request for July 23 2018 ,that was not honored, on the August 7 2018 city council meeting.

Special Meeting Notice

July 23 2018 Town Hall 8380 Kimbro Ave @ 7:00 PM

Ms. Points, please provide immediate receipt of this notice by return email.

Larry Lanoux
Councilman

Loren Sederstrom
Councilman

Item 1 Health ,Safety and Welfare of City of Grant.
Condition of roads and maintenance of roads
Please provide certificate of insurance from all contractors and subcontractors who have provided services or have worked under contract in Grant.Please provide invoices for all contractors performing work in city of Grant.

Item 2 Public Participation

Please provide legal interpretation from city of Grant attorney as promised, as to who is allowed to speak and participate in city council meetings.

Also verify that the items requested in the request will be honored and included in the meeting packet for August 2 2018.

This shall include all information requested from councilman Lanoux in his data request.

Make sure that the overhead projector is in working order for this meeting. I will be asking members from the public to speak on these issues.

If items requested are not placed on the agenda for the August 2 2018 meeting please give a detailed explanation who denied this request any the reason behind their actions .

Thank you

Larry Lanoux
Loren Sederstrom
Councilman City of Grant

Data Request Attachment

Item 1

Please provide me with a copy of certificate of insurance for all persons who received a 1099 from the city of Grant for the years 2015 to present

This should include certificates of insurance from all sub contractors performing work in Grant.

Thank You Larry Lanoux
Councilman

This is the same information requested from city administrator Kim Points on April 5 2018 prior to filing formal complaint with city auditor

Item 2

Settlers Way and Manning Ave.

Please provide all documentation relating to this intersection including copy of performance bond. This shall include all correspondence with city, adjoining land owners, city attorney and copy of city minutes pertaining to this intersection.

As city councilman I do not expect to pay for data request . This pertains to the health safety and welfare of the city. If it is the intention of the city to charge for this information than give a detailed explanation based in statute that allows the city to charge councilman for performing its duties. ,

City Council Report for July 2018

Date: July 21, 2018

To Honorable Mayor & City Council Members

From: Jack Kramer Building Official

Zoning Enforcement:

No violations to report.

Building Permit Activity:

Twenty -Two (22) Building Permits were issued for a valuation of \$ 440,376.65.

Respectfully submitted,

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

Jack Kramer

Building & Code Enforcement Official

Grant Master Form								
Permit	Permit Type	Name	Project Address	Date Issued	Valuation:	City Fee:	75%	Plan CK Fee:
2018-137	Roof / Siding	Schowalter	10300-117th. St. N.	5/23/2018	\$ 44,235.49	\$ 593.75	\$ 445.31	\$ -
2018-138	Re-Roof	Dekko	11925 Honeye Ave. N.	5/24/2018	\$ 25,000.00	\$ 391.75	\$ 293.81	\$ -
2018-139	Re-Roof	Schultz	6495 Ideal Ave. N.	5/24/2018	\$ 27,255.00	\$ 422.05	\$ 316.53	\$ -
2018-140	Plumbing	Beacher	9340-84th. St.>	5/25/2018	N/A	\$ 80.00	\$ 60.00	\$ -
2018-141	Re-Roof	Polar Builders	11810 Hamlet St. N	5/25/2018	\$ 17,000.00	\$ 293.30	\$ 219.97	\$ -
2018-142	Re-Roof	Recksieder	7706 Lake Elmo Ave.	5/26/2018	\$ 14,700.00	\$ 251.25	\$ 188.43	\$ -
2018-143	HVAC	Berg	8200-60th. St. N.	5/29/2018	N/A	\$ 160.00	\$ 120.00	\$ -
2018-144	Re-Roof	Bray	6320 Jamaca Ave. N.	5/29/2018	\$ 6,000.00	\$ 125.25	\$ 93.93	\$ -
2018-145	Re-Roof	Smith	11380-118th. St. N.	5/30/2018	\$ 24,000.00	\$ 377.25	\$ 282.93	\$ -
2018-146	Re-Roof	Pierce	9100-64th. St. N.	5/30/2018	\$ 12,986.16	\$ 223.25	\$ 167.43	\$ -
2018-147	Plumbing	Dunham	8159 Imperial Ct. N.	5/30/2018	N/A	\$ 80.00	\$ 60.00	\$ -
2018-147	HVAC	Slagle	10330 Hadley Ct.	5/30/2018	N/A	\$ 80.00	\$ 60.00	\$ -
2018-148	Re-Roof	Thompson	11727 Dellwood Rd.	6/1/2018	\$ 24,000.00	\$ 377.25	\$ 282.93	\$ -
2018-149	Re-Roof	Buberl	6211 Lake Elmo Ave.	6/1/2018	\$ 9,100.00	\$ 181.25	\$ 135.93	\$ -
2018-150	Re-Roof	Jewitt	7650 Leeward Ave.	6/1/2018	\$ 16,500.00	\$ 279.25	\$ 209.43	\$ -
2018-151	Re-Roof	Heinlein	7755 :Leeward Ave.	6/1/2018	\$ 9,300.00	\$ 181.25	\$ 135.93	\$ -
2018-152	Re-Roof	Buberl	6185 lake Elmo Ave.	6/1/2018	\$ 13,500.00	\$ 237.25	\$ 177.93	\$ -
2018-153	Re-Roof	Johnson	10286 kismet Ln.	6/4/2018	\$ 7,800.00	\$ 153.25	\$ 114.93	\$ -
2018-154	Deck	Gillaspy	8635 Kimbro Ln.	6/5/2018	\$ 12,000.00	\$ 209.25	\$ 156.93	\$ 136.01
2018-155	Plumbing	Johnson	6215 Kelvin Ave.N.	6/5/2018	N/A	\$ 80.00	\$ 60.00	\$ -
2018-156	Roof Repair	Compton	10790-62nd. St. N.	6/5/2018	\$ 22,000.00	\$ 349.25	\$ 261.93	\$ -
2018-157	Remodel	Grandstrand	11130 Julianne Ave. N	6/5/2018	\$ 155,000.00	\$ 1,301.75	\$ 976.31	\$ 846.13
Monthly total					\$ 440,376.65	\$ 6,427.60	\$ 4,820.59	\$ 982.14