

**City of Grant
City Council Agenda
May 7, 2019**

The regular monthly meeting of the Grant City Council will be called to order at 7:00 o'clock p.m. on Tuesday May 7, 2019, in the Grant Town Hall, 8380 Kimbro Ave. for the purpose of conducting the business hereafter listed, and all accepted additions thereto.

1. CALL TO ORDER

PUBLIC INPUT

Citizen Comments – Individuals may address the City Council about any item not included on the regular agenda. The Mayor will recognize speakers to come to the podium. Speakers will state their name and address and limit their remarks to two (2) minutes with five (5) speakers maximum. Generally, the City Council will not take any official action on items discussed at this time, but may typically refer the matter to staff for a future report or direct that the matter be scheduled on an upcoming agenda.

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

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF REGULAR AGENDA

4. APPROVAL OF CONSENT AGENDA

- A. April 2, 2019 City Council Meeting Minutes
- B. April 2019 Bill List, \$53,465.41
- C. Brochman Blacktopping, Potholing, \$16,365.70

D. Washington County Public Works, Sand/Salt, \$19,556.15

E. Kline Bros Excavating, Road Work, \$14,090.00

5. STAFF AGENDA ITEMS

A. City Engineer, Brad Reifsteck

i. Consideration if Resolution No. 2019-12, Declaring Adequacy of Petition and Ordering Preparation of Report

ii. Consideration of Contract Extension, KEJ Road Contractor

B. City Planner, Jennifer Haskamp

i. Authorization to Submit the Draft 2040 Comprehensive Plan for 6-month Review Period

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

6. NEW BUSINESS

A. Consideration of Resolution No. 2019-11, Abatement of Parcel ID 35.30.21.23.0012

B. Consideration of Cable Commission Extension

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 (no action taken)

9. COMMUNITY CALENDAR MAY 8 THROUGH MAY 31 , 2019:

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

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

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

City Office Closed, Monday, May 27, 2019, Memorial Day Holiday

10. ADJOURNMENT

City of Grant

Disbursements Register

4/29/2019

Fund Name: All Funds

Date Range: 04/01/2019 To 04/30/2019

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
04/29/2019	Payroll Period Ending 04/30/2019	14042	April2019	N	Clerk Salary	100-41101-100-	\$ 3,845.86
	Total For Check	14042					\$ 3,845.86
04/29/2019	Department of Labor & Industry	14043	Conf#1630602019	N	Building Permit Surcharge	100-42005-520-	\$ 771.44
	Total For Check	14043					\$ 771.44
04/29/2019	Michelle Couture	14044	Jasmine Refund	N	Bond Principal - Jasmine	100-45006-810-	\$ 1,073.00
	Total For Check	14044					\$ 1,073.00
04/29/2019	Kelly Walker	14045	Jasmine Refund	N	Bond Principal - Jasmine	100-45006-810-	\$ 268.00
	Total For Check	14045					\$ 268.00
04/29/2019	CenturyLink	14046	City Phone	N	City Office Telephone	100-41309-321-	\$ 139.39
	Total For Check	14046					\$ 139.39
04/29/2019	Todd Smith	14047	Monthly Assessment Services - April	N	Property Assessor	100-41208-300-	\$ 1,991.92
	Total For Check	14047					\$ 1,991.92
04/29/2019	Waste Management	14048	Recycling	N	Recycling	100-43011-384-	\$ 4,964.87
	Total For Check	14048					\$ 4,964.87
04/29/2019	Washington County Property Records	14049	2019 Property Tax	N	Town Hall Property Taxes	100-43008-210-	\$ 7,306.00
	Total For Check	14049					\$ 7,306.00
04/29/2019	Lisa Senopole	14050	Video Tech	N	Cable Costs	100-41212-100-	\$ 187.50
	Total For Check	14050					\$ 187.50
04/29/2019	AirFresh Industries	14051	PortaPot #33740	N	Town Hall Porta Pot	100-43007-210-	\$ 125.00
	Total For Check	14051					\$ 125.00
04/29/2019	WSB & Associates	14052	Engineering - February	N	Engineering Fees - General	100-41203-300-	\$ 80.00
		14052			MS4	100-43118-300-	\$ 148.50
		14052			Utility/ROW Permits	100-43132-300-	\$ 62.00
		14052			Comprehensive Plan	100-43173-300-	\$ 3,445.50
		14052			Escrow	955-49320-300-	\$ 342.75
	Total For Check	14052					\$ 4,078.75

Fund Name: All Funds

Date Range: 04/01/2019 To 04/30/2019

<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>
04/29/2019	KEJ Enterprises	14053	April 2019 Road Contractor	N	Animal Control	100-42006-300-	\$ 83.00
		14053			Town Hall Mowing	100-43006-300-	\$ 125.00
		14053			Ball Field Maintenance	100-43009-300-	\$ 125.00
		14053			Road Engineering Fees	100-43102-300-	\$ 166.14
		14053			Road Garbage Removal	100-43105-300-	\$ 167.00
		14053			Gravel Road Costs	100-43106-300-	\$ 20.84
		14053			Magnesium Chloride	100-43107-300-	\$ 41.67
		14053			Road Sign Replacement	100-43110-300-	\$ 83.84
		14053			Culvert Repair	100-43111-300-	\$ 20.84
		14053			Snow & Ice Removal	100-43113-300-	\$ 5,416.67
		14053			Road Brushing	100-43114-300-	\$ 2,250.00
		14053			Road Side Mowing	100-43115-300-	\$ 500.00
		14053					\$ 9,000.00
04/29/2019	Johnson Turner Legal	14054	February Billing	N	Legal Fees - General	100-41204-301-	\$ 1,425.25
		14054			Legal Fees - Complaints	100-41205-301-	\$ 239.25
		14054			Legal Fees - Prosecutions	100-41206-301-	\$ 1,800.00
		14054			Escrow	955-49320-301-	\$ 420.75
		14054					\$ 3,885.25
04/29/2019	Press Publications	14055	Publishing	N	Publishing Costs	100-41308-351-	\$ 38.32
		14055					\$ 38.32
04/29/2019	Washington County Public Works	14056	CSAH 15/36	N	County Road Projects	100-43131-330-	\$ 145.43
		14056					\$ 145.43
04/29/2019	Scott Marshall	14057	Mailbox Replacement	N	Miscellaneous Expenses	100-41306-224-	\$ 17.45
		14057					\$ 17.45
04/29/2019	Brochman Blacktopping Co.	14058	Potholes	N	Pothole Repairs	100-43109-300-	\$ 16,365.70
		14058					\$ 16,365.70
04/29/2019	Washington Conservation District	14059	First Quarter Billing - MS4	N	MS4	100-43118-301-	\$ 175.00
		14059					\$ 175.00
04/29/2019	AirFresh Industries	14060	PortaPot #333975	N	Town Hall Porta Pot	100-43007-210-	\$ 125.00
		14060					\$ 125.00
04/29/2019	Graphic Resources	14061	Newsletter/permits	N	City Newsletter	100-41307-301-	\$ 1,304.34
		14061			Office Supplies	100-41313-200-	\$ 68.82
		14061					\$ 1,373.16

Fund Name: All Funds

Date Range: 04/01/2019 To 04/30/2019

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
04/29/2019	Washington County Assessment/Tax	14062	2019 Pay Assessment Billing #156544	N	Assessing	100-41550-300-	\$ 55.00
		Total For Check					\$ 55.00
04/29/2019	Washington County Transportation	14063	Snow and Ice Control Inv #155434	N	Snow & Ice Removal	100-43113-210-	\$ 19,556.15
		Total For Check					\$ 19,556.15
04/29/2019	Kline Bros Excavating	14064	Road Maintenance	N	Grader Contractor	100-43101-301-	\$ 13,580.00
		14064			Culvert Repair	100-43111-301-	\$ 510.00
		Total For Check					\$ 14,090.00
04/29/2019	Croix Valley Inspector	14065	Building Inspector	N	Building Inspection	100-42004-300-	\$ 2,889.25
		Total For Check					\$ 2,889.25
04/29/2019	Sprint	14066	City Cell Phone	N	Road Expenses - Other	100-43116-321-	\$ 31.04
		Total For Check					\$ 31.04
04/29/2019	SHC, LLC	14067	Planning	N	City Planner	100-41209-301-	\$ 738.00
		14067			Comprehensive Plan	100-43173-301-	\$ 7,860.25
		14067			Escrow	955-49320-301-	\$ 222.25
		14067			Comprehensive Plan	959-43173-301-	\$ 254.00
		Total For Check					\$ 9,074.50
04/29/2019	PERA	14068	PERA	N	Clerk PERA	100-41102-120-	\$ 388.07
		14068			Clerk PERA Withholding	100-41108-100-	\$ 336.33
		Total For Check					\$ 724.40
04/29/2019	IRS	EFT114	Payroll Taxes	N	Clerk FICA/Medicare	100-41103-100-	\$ 395.83
		EFT114			Clerk Medicare	100-41105-100-	\$ 75.03
		EFT114			Federal Withholding	100-41107-100-	\$ 388.22
		EFT114			Social Security Expens	100-41109-100-	\$ 320.80
		Total For Check					\$ 1,179.88
		Total For Selected Checks					\$ 103,477.26

CITY OF GRANT
MINUTES

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DATE : April 2, 2019
TIME STARTED : 7:00 p.m.
TIME ENDED : 8:10 p.m.
MEMBERS PRESENT : Councilmember Carr, Kaup Giefer,
Rog and Mayor Huber
MEMBERS ABSENT : None

Staff members present: City Attorney, Dave Snyder; City Engineer, Brad Reifsteck; City Planner, Jennifer Swanson; 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 Kaup moved to approve the agenda, as presented. Council Member Rog seconded the motion. Motion carried unanimously.

CONSENT AGENDA

- March 5, 2019 City Council Meeting Minutes Approved
- March 2019 Bill List, \$55,409.35 Approved
- City of Mahtomedi, 1st Quarter Fire Contract, \$35,346.50 Approved
- Resolution No. 2019-08, Dellwood Barn Weddings Approved
- Dellwood Barn Weddings Conditional Use Permit Approved

Council Member Kaup moved to approve the consent agenda, as presented. Council Member Giefer seconded the motion. Motion carried unanimously.

STAFF AGENDA ITEMS

City Engineer, Brad Reifsteck

Consideration of Resolution No. 2019-06 Revised Assessment Policy – City Engineer Reifsteck advised the new special assessment policy will provide more detailed guidelines for addressing special assessments in the City as follows:

- The city may contribute budgeted roadway maintenance dollars to the project.
- *The City encourages all neighborhoods within the feasibility study to participate in the project to benefit from the economy of scale of a much larger competitively bid construction project.*
- No special assessments will be levied against the City of Grant unless the owned property meets the definition of a buildable lot.
- Defines the term “reconstruct” for all roadways in terms of improving its section or surface.
- Defines the term “project” to encompass all roadway segments ordered by Council into a single project.
- Assessments are allocated on a per project basis
- Includes paved roads as part of the procedures
- The City agrees to initially pay for the cost of the feasibility report.
- *Property owners representing 50% of the units proposed to be assessed approve the project, then the project will be ordered.*
- *The feasibility report is valid for up to 3 years.*
- *Property owners petitioning the City after 3 years from Council reception and acceptance of the initial feasibility report will be responsible for the cost of a new feasibility Report.*

City Engineer Reifsteck noted the feasibility studies have been the hurdle at the neighborhood meetings and properties cannot be assessed for any more than the value of the property increases due to the improvements.

Council Member Giefer moved to adopt Resolution No. 2019-06, as presented. Council Member Kaup seconded the motion. Motion carried with Council Member Carr and Rog voting nay.

City Planner, Jennifer Swanson

PUBLIC HEARING, Consideration of Ordinance No. 2019-59, Amendment to Chapter 28 to Incorporate Aesthetic Standards, Small Cell Wireless – City Planner Swanson advised Staff has prepared an ordinance regarding Small Cell Wireless Facilities for your review in consideration. In late 2017 the City enacted and adopted Article IV pertaining to management of the City’s Rights-of-Way which, in part, was meant to address the permitting process for Small Cell Wireless Facilities. Throughout 2018, the Small Cell Wireless Facility operators were engaged with the FCC and the legislature to further restrict a municipality’s ability to permit and regulate Small Cell Wireless Facility installation.

1 After various rulings, new requirements have been established, several of which are addressed within
2 the attached ordinance. The ordinance included in the packets is consistent with Minnesota Rules,
3 and address the following:

- 4 • Permitting processes and timelines;
- 5 • Aesthetic standards;
- 6 • Collocation of facilities; and
- 7 • Fees

8 The City Attorney is in the process of reviewing the draft ordinance and will provide verbal updates
9 and/or suggested modifications at the City Council meeting. The City must adopt its aesthetic
10 standards by April 15, 2019 in compliance with the FCC ruling.

11
12 City Planner Swanson advised a public hearing is required to amend chapter 28. A duly noticed public
13 hearing has been scheduled for the April 2nd regular City Council meeting.

14
15 **Council Member Giefer moved to open the public hearing at 7:56 p.m. Council Member Kaup**
16 **seconded the motion. Motion carried unanimously.**

17
18 Mr. Mark Albrecht, 9700 Janero Court, came forward and recommended the Council be very specific
19 within the ordinance relating to size and cubic feet.

20
21 Mr. Jerry Lindser, Jody Avenue, came forward and stated there are miles of optic cable laid within the
22 City and none of it is functioning as it was never hooked up.

23
24 **Council Member Kaup moved to close the public hearing at 7:58 p.m. Council Member Rog**
25 **seconded the motion. Motion carried unanimously.**

26
27 City Planner Swanson referred to the size and cubic feet references within the Ordinance and stated it
28 allows for the industry standard.

29
30 **Council Member Giefer moved to approve Ordinance No. 2019-59, as corrected. Council**
31 **Member Rog seconded the motion. Motion carried unanimously.**

32
33 **City Attorney, Dave Snyder (no action items)**

34
35 **NEW BUSINESS**

36
37 **Consideration of Resolution No. 2019-08, Resolution Requesting Comprehensive Road and**
38 **Transit Funding**– Staff advised Resolution No. 2019-08 was provided by the League of Minnesota
39 Cities for the continued support of small cities assistance.

40
41 **Council Member Kaup moved to adopt Resolution No. 2019-08, as presented. Council Member**
42 **Rog seconded the motion. Motion carried unanimously.**

1 **Consideration of Resolution No. 2019-09, Stillwater Oaks 2019 Liquor License – Staff advised**
2 **Stillwater Oaks has currently applied for the 2019 Liquor License renewal.**

3
4 **Council Member Rog moved to adopt Resolution No. 2019-09, as presented. Council Member**
5 **Giefer seconded the motion. Motion carried unanimously.**

6
7 **Consideration of Resolution No. 2019-10, Authorization for Summary Publication of**
8 **Ordinance No. 2019-59 – Staff advised Resolution No. 2019-10 authorizes summary publication of**
9 **Ordinance No. 2019-29. Staff revised the summary publication to read “establish design aesthetic**
10 **standrds for small wireless facilities within the city’s rights of way”.**

11
12 **Council Member Kaup moved to adopt Resolution No. 2019-10, as amended. Mayor Huber**
13 **seconded the motion. Motion carried unanimously.**

14
15 **UNFINISHED BUSINESS**

16
17 There was no unfinished business.

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

19
20 **Staff Updates (updates from Staff, no action taken)**

21
22 There were no staff updates.

23
24 **City Council Reports/Future Agenda Items**

25
26 No items were discussed to be placed on a future agenda.

27
28 **COMMUNITY CALENDAR APRIL 3 THROUGH APRIL 30 2019:**

29 **Mahtomedi Public Schools Board Meeting, Thursday, April 11th and 25th, Mahtomedi District**
30 **Education Center, 7:00 p.m.**

31 **Stillwater Public Schools Board Meeting, Thursday, April 11th, Stillwater City Hall, 7:00 p.m.**

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

33
34 **ADJOURNMENT**

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36 **Council Member Kaup moved to adjourn the meeting at 8:10 p.m. Council Member Giefer**
37 **seconded the motion. Motion carried unanimously.**

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2 These minutes were considered and approved at the regular Council Meeting May 7, 2019.
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Kim Points, Administrator/Clerk

Jeff Huber, Mayor

DRAFT

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.
4/24/2019	7471

Bill To:

City Of Grant
111 Wildwood Road
P.O. Box 577
Willernie, MN 55090**Terms** Due on receipt**Due Date** 4/24/2019

Description	Qty	Rate	Amount
Asphalt Mix - Tons	12.1	69.80	844.58
Truck With Driver (hrs)	7.5	88.00	660.00
Skid Loader With Bucket (hrs)	7	78.00	546.00
Roller With Operator (hrs)	7	73.00	511.00
Labor (per man - hours)	14.5	57.00	826.50
Labor & Materials for asphalt pothole repairs on Joiliet, Justen (29MAR2019)			
Asphalt Mix - Tons.	12.05	69.80	841.09
Truck With Driver (hrs)	7.5	88.00	660.00
Skid Loader With Bucket (hrs)	7	78.00	546.00
Roller With Operator (hrs)	7	73.00	511.00
Labor (per man - hours)	14	57.00	798.00
Labor & Materials for asphalt pothole repair at McKusick, Justen, Joiliet to 101st (01APR2019)			
Asphalt Mix - Tons	10.56	69.80	737.09
Truck With Driver (hrs)	8	88.00	704.00
Skid Loader With Bucket (hrs)	8	78.00	624.00
Roller With Operator (hrs)	8	73.00	584.00
Labor (per man - hours)	10.5	57.00	598.50
Labor & Materials for asphalt pothole repair on Irish (08APR2019)			
Asphalt Mix - Tons	12.07	69.80	842.49
Truck With Driver (hrs)	7.25	88.00	638.00
Skid Loader With Bucket (hrs)	7.5	78.00	585.00
Roller With Operator (hrs)	7	73.00	511.00
Labor (per man - hours)	11.5	57.00	655.50
Labor & Materials for asphalt pothole repairs: Justen Trail, McKusick (09APR2019)			
Total:			\$13,223.75
Payments/Credits:			\$0.00
Balance Due:			\$13,223.75

Thank you for your business.



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.
4/25/2019	7501

Bill To:

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

Terms Due on receipt

Due Date 4/25/2019

Description	Qty	Rate	Amount
Asphalt Mix - Tons 500-Sand-Mix	11.96	76.25	911.95
Truck With Driver (hrs)	7.5	88.00	660.00
Skid Loader With Bucket (hrs)	7	78.00	546.00
Roller With Operator (hrs)	7	73.00	511.00
Labor (per man - hours)	9	57.00	513.00
Labor & Materials for asphalt pothole repairs on Leeward Ave N (24APR2019)			
Total:			\$3,141.95
Payments/Credits:			\$0.00
Balance Due:			\$3,141.95

Thank you for your business.



ROAD & BRIDGE
 11660 MYERON RD
 STILLWATER MN 55082
 651-430-4342

<i>Invoice</i>	
Invoice Number:	155434
Account Number:	27164
Invoice Date:	3/29/19
Amount Remitted:	\$ _____
Federal Tax Id:41-6005919	
Page:	1

To: GRANT CITY
 PO BOX 577
 WILLERNIE MN 55090

NET 30
Please detach and return upper portion with payment.

BCI# Date Description.	Units	Invoice Amount
Materials and Miscellaneous		
657569 3/1/19 Snow & Ice Control	103.08	\$6,328.31
657621 3/26/19 Snow & Ice Control	256.18	\$13,227.84
Total of Materials and Miscellaneous		\$19,556.15
I declare under the penalties of law that this account claim or demand, is just and correct and no part of it has been paid. Please make check payable to Washington County and mail to the address above. Totals include fringe and overhead rates. If applicable, sales tax is included.	Invoice Total	\$19,556.15
	Sales Tax	\$0.00
Invoice Number: 155434 Account Number: 27164 Invoice Date: 3/29/19 NET 30	Balance Due	\$19,556.15

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



Invoice

DATE	INVOICE #
4/28/19	2509

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

DUE DATE
5/8/19

DESCRIPTION	QTY	UNIT COST	AMOUNT
3-25-19 770B	3	80.00	240.00
3-26-19 770B	6.75	80.00	540.00
3-27-19 770B	7	80.00	560.00
3-27-19 740A	9	80.00	720.00
3-28-19 770B	6.5	80.00	520.00
3-28-19 740A	7.25	80.00	580.00
3-29-19 740A	7.5	80.00	600.00
4-03-19 740A	5.5	80.00	440.00
4-04-19 740A	5.25	80.00	420.00
4-05-19 770B	7.75	80.00	620.00
4-05-19 740A	7	80.00	560.00
4-08-19 770B	4.25	80.00	340.00
4-12-19 770B	6	80.00	480.00
4-12-19 740A	5.5	80.00	440.00
4-15-19 770B	5	80.00	400.00
4-15-19 740A	5.5	80.00	440.00
4-16-19 770B	4.25	80.00	340.00
4-16-19 740A	5.75	80.00	460.00
4-18-19 770B	6	80.00	480.00
4-18-19 740A	6.75	80.00	540.00
4-19-19 770B	6	80.00	480.00
4-19-19 740A	7	80.00	560.00
4-20-19 770B	5	80.00	400.00
4-23-19 770B	4.25	80.00	340.00
4-24-19 770B	7.5	80.00	600.00
4-24-19 740A	7.5	80.00	600.00
4-26-19 770B	5.25	80.00	420.00
4-26-19 740A	5.75	80.00	460.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE	Total		13,580.00

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



Invoice

DATE	INVOICE #
4/28/19	2510

BILL TO	JOB ADDRESS
CITY OF GRANT 111 WILDWOOD RD WILLERNIE, MN 55090	CULVERT WORK 100-43111

DUE DATE
5/8/19

DESCRIPTION	QTY	UNIT COST	AMOUNT
4-25-19 E70 (CLEAN OUT END OF CULVERT THAT BEAVERS DAMMED UP ON KNOLLWOOD AVE N)	3	90.00	270.00
4-25-19 T600	1	75.00	75.00
4-25-19 T50 TRL	1	75.00	75.00
4-25-19 HAND LABOR	2	45.00	90.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE			Total
			510.00

Memorandum

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

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

Date: April 26, 2019

Re: 2019 Street Improvement Projects – Resident Petitions.
 WSB Project No.

Actions to be considered:

Resolution Declaring Adequacy of Petition and Ordering Preparation of Report.

Facts:

Several petitions were received by several property owners requesting a Feasibility Study be completed for roadway improvements along the following streets:

- Janero Court N (9 / 10 or 90% of property owners signed petition)
- Justen Trail N (22 / 31 or 71% of property owners signed petition)
- Grenelefe Ave N (11 / 18 or 61% of property owners signed petition)
- Woodlawn Acres (33 / 68 or 49% of property owners signed petition)
 - Jody Ave & Ct N
 - 103rd Street & Ct N
 - Juno Ave N.
 - Joliet Ave N (101ST ST n to end of Pavement)
 - 101st St N.
 - Kellman Ct (Highview Rd N)
- Joliet Ave N south of 101st St N. (6 / 25 or 24% of property owners signed petition)

The signed petitions account for 81 / 152 or 53% of the property owners within the project limits, exceeding the 35% needed for the city to authorize the City Engineer to prepare a Feasibility Study, the first step in the procedures per the City's current assessment policy.

Action: Discussion.

Attachments: Resolution, Map, Petitions

Dated 7/27/18

City of Grant
PO BOX 577
Willernie, MN 55090

Dear City Honorable Mayor and City Council Members,

I am writing to ask the City Council to consider roadway improvements along **Janero Court N from 9130 96th St N to 9800 Janero Ct N**. Our neighborhood understands if at least thirty-five (35) percent of the abutting properties owners sign the petition, the Council may order the completion of a Feasibility Report, the first step in the Special Assessment Process. We also understand if at least seventy-five percent of the abutting properties owners to be assessed sign the petition, the council will order the project.

I have attached a petition signed by 90% of the abutting property owners, which meets the requirement mentioned above, and who are agreeable to funding this project per the City's Special Assessment Policy.

Sincerely,

Mark Albrecht
9700 Janero Ct N
Grant, MN 55115

Enclosure: Signed Petition

A handwritten signature in black ink, appearing to read 'Mark Albrecht', written in a cursive style.



2018 Pavement Management Program (PMP) Map

Grant, MN



Resident Petition Authorizing Roadway Improvement Project Feasibility Report

Map ID	PROPERTY ADDRESS	OWNER NAME	SIGNATURE	DATE
53	10000 JUSTEN TRL N	WAGNER DONALD F & JOYCE I		
54	9980 JUSTEN TRL N	EVENSON PAUL S		
55	9960 JUSTEN TRL N	GREEDER CLAY R & LORI L		
56	9940 JUSTEN TRL N	KIRKWOOD JAMES E & DANIELLE J	<i>James Kirkwood</i>	7/17/18
57	9920 JUSTEN TRL N	CINIS MARIS T & TERESA A	<i>Terisa Cinis</i>	7/17/18
58	9900 JUSTEN TRL N	BAUER JANA M & MARK W	<i>Mark Bauer</i>	7/12/18
59	9860 JUSTEN TRL N	RACINE HOLAND P JR & SUZETTE M		
60	9860 JUSTEN TRL N	RACINE ROY AND P JR & SUZETTE M		
61	9840 JUSTEN TRL N	DONOVAN RICHARD	<i>Richard Donovan</i>	7/17/18
62	9820 JUSTEN TRL	RUTH DANIEL T & JUDITH O	<i>Daniel Ruth</i>	7/17/18
63	9800 JUSTEN TRL N	AYD DONALD F & AMY K		
64	9780 JUSTEN TRL N	HARRINGTON DENISE G	No	
65	9760 JUSTEN TRL	POESLER BRIAN D & USA M	<i>Brian D. Poesler</i>	7-12-18
66	9740 JUSTEN TRL N	TAYLOR WARREN & SUSANNE	<i>Warren Taylor</i>	3-30-19
67	9720 JUSTEN TRL	HAUFN JOEL C & MIKALYNN P	<i>Joel Haufn</i>	7/17/18
68	9650 JUSTEN TRL N 3375 LAKE IOHANNA	FREY ROBERT G & CHERYL M	<i>Robert & Cheryl Frey</i>	7/17/18
79	BLVD	DELLWOOD FARM LLC	<i>J. Dellwood</i>	5-2-18
80	9121 96TH ST N	WINCHELL KAY		
81	9255 96TH ST	BESKAR PATRICK J & SHANNON	<i>Shannon Beskar</i>	7/17/18
91	9733 JUSTEN TRL N	THOMAS A & MARY K ARNOLD REV TRS <i>Jeff & Lori Harlow</i>	<i>Jeff Harlow</i>	4/23/19
92	9755 JUSTEN TRL N	WOLFF BRIAN M & JOAN E		
93	9785 JUSTEN TRL N	CHERYL J SCHULTE REV TRS	<i>Bernad Schulte</i>	4-23-19
94	9831 JUSTEN TRL N	OLSEN SCOTT R & LORI A		
95	9865 JUSTEN TRL N	SORELL B SLAYMAKER & VALERIE J MEIER SLAYMAKER TRS	<i>Scott Slaymaker</i>	04-23-19
96	9895 JUSTEN TRL	LEE CLIFFORD A & BEVERLY A	<i>Beverly Lee</i>	7/17/18
97	9925 JUSTEN TRL N	KEATING VICTORIA R		
99	9969 JUSTEN TRL N	SCHNEIDER THOMAS A & PHYLLIS		
100	9995 JUSTEN TRL N	TRONRIJD DAVID K & LEAF METZ	<i>David Tronrijd</i>	4/27/19
101	9997 JUSTEN TRL N	SEMLAK DANIEL J & LYNDIA <i>Lyndia Semlak</i>	<i>Daniel Semlak</i>	7/19/18
	9675 JUSTEN TRL N	JEFF DE CASTER	<i>Jeff DeCaster</i>	4/23/19

Note: Signing this petition is not an agreement by the property owner to be specially assessed for the project nor does it waive the property owner's right to be assessed for the project.

Resident Petition Authorizing Roadway Improvement Project Feasibility Report

PARCEL ID	PROPERTY ADDRESS	OWNER NAME	SIGNATURE	DATE
53	10000 JUSTEN TRL N	WAGNER DONALD F & JOYCE I		
54	9980 JUSTEN TRL N	EVENSON PAUL S		
55	9960 JUSTEN TRL N	GREEDER CLAY R & LORLE		
56	9940 JUSTEN TRL N	KIRKWOOD JAMES E & DANIELLE J	<i>James Kirkwood</i>	7/17/18
57	9920 JUSTEN TRL N	CIMS MARY T & TERESA A	<i>Mary Cims</i>	7/17/18
58	9900 JUSTEN TRL N	BAUER JANA M & MARI W	<i>Mari Bauer</i>	7/17/18
59	9860 JUSTEN TRL N	RACHNE ROLAND P JR & SUZETTE M	<i>Roland P Rachne</i>	3/28/19
60	9860 JUSTEN TRL N	RACHNE ROLAND P JR & SUZETTE M	<i>Suzette Rachne</i>	3/28/19
61	9840 JUSTEN TRL N	DONOVAN RICHARD	<i>Richard Donovan</i>	7/17/18
62	9820 JUSTEN TRL	RUTH DANIEL T & JUDITH D	<i>Daniel Ruth</i>	7/17/18
63	9800 JUSTEN TRL N	JAY DONALD T & AMY K	<i>Amy Jay</i>	3/31/19
64	9780 JUSTEN TRL N	HARRINGTON DENISE G		
65	9760 JUSTEN TRL	ROESLER BRIAN D & LISA M	<i>Brian D. Roesler</i>	7/17/18
66	9740 JUSTEN TRL N	TAYLOR DARRIN & SUSANNE		
67	9720 JUSTEN TRL	HAUER JOEL C & MIKALYAN P	<i>Joel Hauer</i>	7/17/18
68	9650 JUSTEN TRL N 3375 LAKE JOHANNES BLVD	FREY ROBERT G & CHERYL M	<i>Robert Frey</i>	7/17/18
69		DELLWOOD FARM LLC	<i>J. Dellwood</i>	2-7-18
80	9121 96TH ST N	WINCHELL KAY		
81	9255 96TH ST	BESKAR PATRICK J & SHANNON	<i>Shannon Beskar</i>	7/17/18
91	9733 JUSTEN TRL N	THOMAS A & MARY E ARNOLD REV TRS		
92	9755 JUSTEN TRL N	WOLFF BRIAN M & JOAN E		
99	9789 JUSTEN TRL N	CHERYL J SCHULTZ REV TRS		
94	9831 JUSTEN TRL N	OLSEN SCOTT R & LORI A	<i>Scott Olsen</i>	3/29/19
95	9865 JUSTEN TRL N	SOBELL S SLAYMAKER & VALERIE J MERR SLAYMAKER TRS		
96	9895 JUSTEN TRL	LEE CLIFFORD A & BEVERLY A	<i>Beverly Lee</i>	7/17/18
97	9925 JUSTEN TRL N	KEATING VIKTORIA H		
99	9969 JUSTEN TRL N	SCHNEIDER THOMAS A & PHILLIS		
100	9985 JUSTEN TRL N	TROWBRID DAVID E & LEANNE T		
101	9997 JUSTEN TRL N	SEMLAR DANIEL J & LYNDIA	<i>Daniel Semlar</i>	7/17/18

Note: Signing this petition is not an agreement by the property owner to be specially assessed for this project nor does it waive the property owner's right to be heard.



2018 Pavement Management Program (PMP) Map
Grant, MN



0
1 inch = 700 feet



Road repair feasibility study petition

The paved roads in our community need attention. This petition is to gather signatures to initiate a feasibility study to complete a needs assessment for the roads in Woodland Acres to include:

101st St. N

103rd St. Ct. N

103rd St. N

Juno Ave. N

Kellman Ct.

Jody Ave.

Jody Ave. Ct.

Jody Ct.

The current road policy requires at least 35% of the homeowners with property abutting any of these roads to agree to the study being conducted. There is also currently a \$3000 escrow fee for the study to be completed.

The feasibility study involves an invasive examination of the road and road bed to determine the best course of action and a cost to return the road to a solid, stable, safe road.

This petition is only for the feasibility study to be completed and NOT for agreeing to being assessed for the roads to be repaired. Upon completion, the City Engineer will share the findings of the report with the residents via the cities website or through another public meeting.

The findings of the report will include a mock assessment showing the cost implications to each parcel. Residents will be given another opportunity via petition, after reviewing the feasibility report, to decide whether or not to move forward with the project.

If the road reconstruction project is approved by the residents in WAC, the cost of the feasibility study will be rolled into the reconstruction project. If the reconstruction project is not approved by the residents, each of the WAC members will be assessed their portion of the \$3000 and the roads will not be reconstructed.

There is a similar petition effort underway in the area for residents living on Joliet Ave N, Janero Ct. N, and 96th St N.

By signing this petition, you are only agreeing to approve the road repair feasibility study for WAC and pay your portion (approximately \$48) if the full road reconstruction project is not approved.

Please sign the petition to get the feasibility study completed.

FAQ document is here: <https://drive.google.com/file/d/1C56a9mjlwLHqXrsZu...>

ONE VOTE PER ADDRESS ONLY!!!

Thank you!

Nancy Lomtson - WAC Secretary

Brad Reifsteck

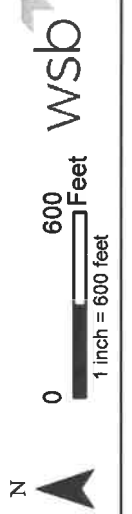
From: N Lorntson <nlorntson@gmail.com>
Sent: Wednesday, April 03, 2019 10:39 AM
To: Brad Reifsteck
Subject: WAC road petition
Attachments: Road repair feasibility study petition 2019.docx; map2019.png

Attached is the petition and below are who signed it. Additionally, the City owns one parcel on 101st and the Company owns a large parcel which is our park. I've attached a map of who owns what

#	Name	House	Street	Signature	Date/Time	Notes
1	Nancy Lorntson	9730	103rd St. N.	February 3, 2019, 2:47 AM		Owns two parcels
2	Jeremy Brooke Willett	10440	Kelman Court N.	February 3, 2019, 2:54 AM		
3	Amy and Paul Honmyhr	10260	Juno Ave. N.	February 3, 2019, 3:20 AM		
4	Mark Pfeiffer	10140	Jody Ave. N.	February 3, 2019, 4:08 AM		
5	Andrew Berwald	10121	103rd St. N.	February 3, 2019, 12:21 PM		
6	Mark Sabbann	10120	Jody Ave. N.	February 3, 2019, 12:37 PM		
7	Julie A Terwey	10290	Jody Ave. N.	February 3, 2019, 1:01 PM		
8	Linda Hunter	9745	103rd St. Court	February 3, 2019, 2:28 PM		
9	Susan Hartzell	9890	103rd St. N.	February 3, 2019, 3:47 PM		
10	Rebecca Salmen	9925	103rd St. N.	February 3, 2019, 4:15 PM		
11	Hollis Beagi	10320	Jody Ave. N.	February 3, 2019, 9:08 PM		
12	Susan Pendergraft	9805	103rd St. N.	February 3, 2019, 9:34 PM		
13	Elizabeth Vasko	10150	101st St. N.	February 3, 2019, 10:02 PM		
14	Chad Hansen	10325	Jody Ave. N.	February 4, 2019, 3:26 AM		
15	John Evans	10191	103rd St. N.	February 4, 2019, 3:52 AM		
16	Brenda Beagi	10190	Jody Ave. N.	February 4, 2019, 7:07 AM		
17	Richard Gruber	10190	101st St. N.	February 4, 2019, 7:48 PM		
18	Karen Abraham	10370	Jody Ave Ct.	February 4, 2019, 10:46 PM		
19	Beth M Voss	10011	103rd St. N.	February 5, 2019, 11:53 AM		
20	Trisha Prescott	10481	Joliet Ave. N.	February 6, 2019, 4:17 AM		Parcel on Joliet only
21	Scott Tedson	10339	Joliet Ave. N.	February 6, 2019, 1:19 PM		Parcel on Joliet only
22	Waldo Christiansen	9655	103rd St. Court	February 6, 2019, 9:02 PM		
23	Sharon Calhoun	9810	103rd St. N.	February 6, 2019, 10:17 PM		
24	Robert Egge	10411	Kelman Court N.	February 7, 2019, 12:31 AM		
25	Richard Donohoo	10401	Kelman Court N.	February 7, 2019, 3:10 PM		Owns two parcels
26	Gary Noel	9955	101st St. N.	February 7, 2019, 3:23 PM		
27	Dan and Pattie Reinke	10310	Jody Ave. N.	February 7, 2019, 9:06 PM		
28	Denny Weiler	10360	Jody Ave Ct.	February 8, 2019, 7:52 PM		
29	Fritz Bergmann	10141	Juno Ave. N.	February 9, 2019, 4:03 PM		

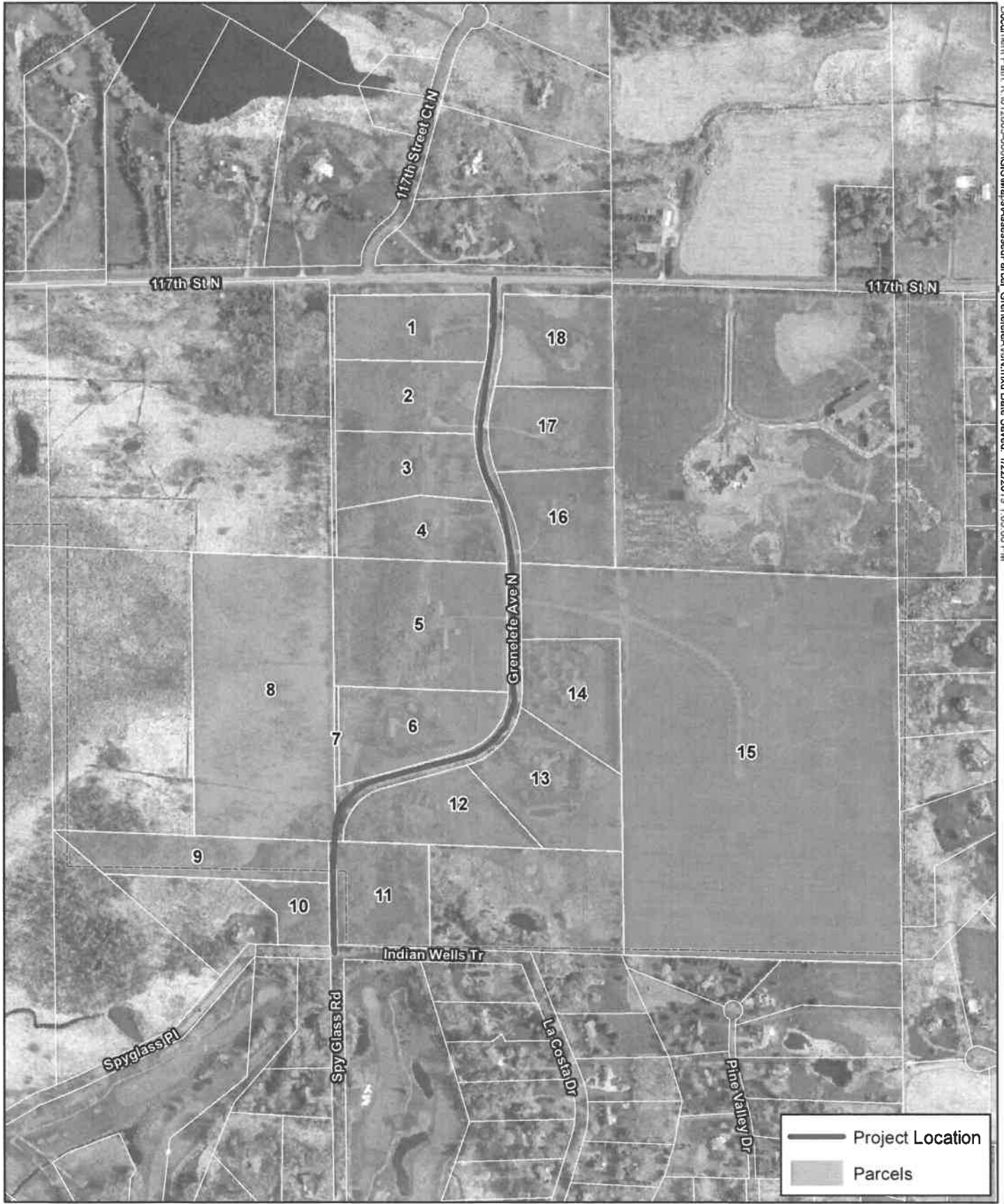
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Nancy

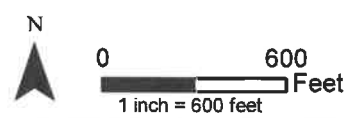


Parcel Map
Woodlawn Acre Development
City of Grant, MN





Parcels Map
Grenelefe Avenue N Corridor Project
City of Grant, MN



CITY OF GRANT

WASHINGTON COUNTY, MINNESOTA

RESOLUTION NO. 2019-12

**RESOLUTION DECLARING ADEQUACY OF PETITION AND ORDERING
PREPARATION OF REPORT**

BE IT FURTHER RESOLVED by the City Council of Grant, Minnesota:

1. Multiple certain petitions requesting paved roadway improvements as listed below, filed with the City Council between July 7, 2018 and April 23, 2019, is hereby declared to be signed by the required percentage of owners of property affected thereby. This declaration is made in conformity to Minn. Stat. Section 429.035.
 - Janero Court N
 - Justen Trail N
 - Grenelefe Ave N
 - Jody Ave & Ct N
 - 103rd Street & Ct N
 - Juno Ave N.
 - Joliet Ave N
 - 101st St N.
 - Kellman Ct N (Highview Rd N)

2. The petition for proposed improvement is hereby referred to the city engineer and that person is instructed to report to the Council with all convenient speed advising the Council in a preliminary was as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affect parcels.

Adopted this 7th day of May, 2019 by the City Council of Grant, Minnesota.

Jeff Huber, Mayor

ATTEST:

Kim Points, City Clerk

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is entered into as of the 7th day of May, 2019, by and between the **CITY OF GRANT**, a Minnesota municipal corporation (“**GRANT**”) and KEJ Enterprises, Inc. (“**CONTRACTOR**”).

Recitals

- A. GRANT is a Minnesota municipal corporation with its City Hall located at 111 Wildwood Road, Willernie, Minnesota 55090.
- B. CONTRACTOR desires to assist GRANT as an independent contractor in providing professional consulting services to GRANT clients and GRANT desires to retain CONTRACTOR upon the terms and conditions hereafter set forth.

NOW THEREFORE, in consideration of the foregoing recitals, which are true and correct and incorporated herein and the mutual obligations set forth below, GRANT and CONTRACTOR hereby agree as follows:

Agreement

1. Performance by CONTRACTOR

GRANT engages CONTRACTOR to furnish the services described in the Statement of Work attached to this Agreement, and incorporated herein by reference as **Exhibit A** and CONTRACTOR agrees to provide Roadway Contractor services (the “Services”) specified in the Statement of Work. CONTRACTOR will principally manage the completion of the Services in the Scope of Work. GRANT has contracted with a number of contractors who have historically provided services to GRANT for work on its roadways. CONTRACTOR will manage roadway projects and contractors, serve as the GRANT liaison for roadway projects and will field resident concerns and complaints regarding roadways located within GRANT.

2. Payment for Services

a. *Fees.* GRANT agrees to pay CONTRACTOR for the Services at a negotiated rate in accordance with the Rate Schedule attached and incorporated herein as **Exhibit B**.

b. *Out-of-Pocket Expenses.* Except as agreed by GRANT, CONTRACTOR shall be responsible for all out-of-pocket expenses incurred in the performance of the Services on behalf of GRANT.

c. *Invoices.* CONTRACTOR shall invoice GRANT monthly for Services rendered during the previous month in accordance with the Rate Schedule attached as **Exhibit B**.

d. *Miscellaneous.* CONTRACTOR agrees to execute such affidavits and receipts as GRANT shall request in order to acknowledge payment by GRANT. CONTRACTOR

acknowledges that its federal employer tax identification number, provided to GRANT is correctly set forth in the Statement of Work attached to this Agreement.

3. Independent Contractors

CONTRACTOR and GRANT are independent of one another and neither party's employees will be considered employees of the other party for any purpose. This Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other to any third party. GRANT shall have no right to direct or control CONTRACTOR with respect to CONTRACTOR'S activities hereunder. CONTRACTOR acknowledges, understands and agrees:

a. CONTRACTOR will not be treated as an employee of GRANT for purposes of the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Act, income tax withholding and applicable state laws, including, without limitation, those pertaining to workers' compensation, unemployment compensation and state income tax withholding;

b. CONTRACTOR will not qualify for any employee benefits that GRANT may now or hereafter provide to its employees including, without limitation, insurance, vacations, pension and profit sharing benefits, employee bonus programs, and the like; and

c. Information returns will be filed with appropriate federal and state taxing authorities indicating CONTRACTOR'S status as self-employed.

4. Business of Contractor

The CONTRACTOR represents and warrants to GRANT that it is engaged in the business of providing Roadway Contractor services and has complied with all local, state, and federal laws regarding business permits and licenses that may be required to carry out such business and to perform the services specified in this Agreement. Upon request by GRANT, CONTRACTOR shall provide GRANT with copies of all documents reasonably requested by GRANT to verify the CONTRACTOR'S established business and the representations set forth herein. Notwithstanding any due diligence performed by GRANT with respect to the subject matter of these representations, CONTRACTOR shall indemnify and hold GRANT, Council members, agents and employees, harmless from any and all claims, causes of action, losses, damage, liabilities, costs and expenses, including attorney fees, arising from breach of the representations set forth in this Section.

5. Employees of Contractor

CONTRACTOR shall be solely responsible for paying its employees. CONTRACTOR shall be solely responsible for paying any and all taxes, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays,

pension, profit sharing and other benefits for the CONTRACTOR and its employees, servants and agents.

6. Obligations of CONTRACTOR

a. *Scope of Services.* CONTRACTOR is required to perform the work as detailed in the Statement of Work.

b. *Invoices.* CONTRACTOR is required to invoice GRANT as provided in the Rate Schedule for all work performed in accordance with the Statement of Work.

7. Obligations of GRANT

GRANT agrees to make available to CONTRACTOR, upon reasonable notice, such information, data and documentation required by CONTRACTOR to complete the Services.

8. Insurance

CONTRACTOR shall furnish GRANT with current certificates of coverage of the CONTRACTOR, and proof of payment by the CONTRACTOR, for workers' compensation insurance, general liability insurance, motor vehicle insurance and such other insurance as GRANT may require from time to time. GRANT shall require general liability insurance coverage of not less than \$1,000,000.00 / \$2,000,000.00. GRANT shall require automobile vehicle coverage of not less than \$500,000.00 / \$500,000.00 / \$100,000.00. GRANT shall require umbrella coverage of not less than \$1,000,000.00. CONTRACTOR shall maintain all such insurance coverage and shall furnish GRANT with certificates of renewal coverage and proofs of premium payments. If the CONTRACTOR fails to pay a premium for insurance required by this paragraph before it becomes due, GRANT may pay the premium and deduct the amount paid from any payments due the CONTRACTOR and recover the balance from the CONTRACTOR directly.

9. Termination

a. *Commencement and Renewal.* This Agreement shall commence on the date set forth above and shall remain in effect for one year from date of contract. Both parties retain the ability to extend the contract for one additional year.

b. *Termination.* Either party, upon giving written notice to the other party, may terminate this Agreement upon thirty (30) days notice for any reason.

c. *Obligations Upon Expiration or Termination.* Upon expiration or termination of this Agreement, CONTRACTOR shall promptly return to GRANT all copies of files, documentation, related material and any other material that is owned by GRANT.

10. Risk

CONTRACTOR shall perform the Services at its own risk. GRANT will not reimburse CONTRACTOR for any expenses incurred by CONTRACTOR as a result of services rendered under this Agreement, including, but not limited to, car-related expenses, telephone expenses, and or other business related expenses.

11. Limitation of Liability

In no event shall GRANT be liable to CONTRACTOR for the payment of any consequential, indirect, or special damages, including lost profits. CONTRACTOR acknowledges it is an independent CONTRACTOR and accepts the risks and rewards of contracting with GRANT.

12. Indemnity and Warranty

CONTRACTOR shall at all times comply with all applicable laws, statutes, ordinances, rules, regulations and other governmental requirements. CONTRACTOR shall indemnify and hold GRANT, its Council members, and its agents and employees, harmless from any and all claims, causes of action, losses, damage, liabilities, costs and expenses, including attorneys' fees, arising from the death of or injury to any person, from damage to or destruction of property, or from breach of the warranties in this Section, arising from the provision of services by CONTRACTOR, its agents or employees

13. Assignment

a. *Consent Required.* CONTRACTOR shall not assign or subcontract the whole or any part of this Agreement without GRANT'S prior written consent.

b. *Subcontracting.* Any subcontract made by CONTRACTOR with the consent of GRANT shall incorporate by reference all the terms of this Agreement. CONTRACTOR agrees to guarantee the performance of any subCONTRACTOR used in performance of the Services.

c. *Assignment by GRANT.* GRANT may assign any or all of its rights and duties under this Agreement at any time and from time to time without the consent of the CONTRACTOR.

14. Miscellaneous

a. *Applicable Law and Forum.* This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota without regard to the conflicts of laws or principles thereof. Any action or suit related to this Agreement shall be brought in the state or federal courts sitting in Minnesota.

b. *Notices.* Any notice or other communication required or permitted under this Agreement shall be given in writing and delivered by hand, U.S. mail or facsimile.

c. *Waiver.* No waiver by GRANT of any breach by CONTRACTOR of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

d. *Entire Agreement.* This Agreement, including any exhibits, constitutes the entire agreement between CONTRACTOR and GRANT.

e. *Modifications.* No modification of this Agreement shall be effective unless in writing and signed by both parties.

f. *Severability.* If any provision of this Agreement is invalid or unenforceable under any statute or rule of law, the provision is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have executed this Agreement on the date first set forth above.

GRANT:

CONTRACTOR:

CITY OF GRANT

By:

Its: Mayor

By:

ATTEST

By:

Its: City Clerk

EXHIBIT A

STATEMENT OF WORK

Work Activity	Description of Work
Coordination and Management of all Roadway Related Matters	Contractor shall coordinate and manage all City roadway project work. Contractor shall field and respond to resident concerns. Contractor shall serve as the liaison to the City Council for all roadway matters.
Snow & Ice Removal	Per attached Snow Removal Specifications (Division 1 & Division 2)
Brushing	Tree and brush cutting within city right-of-way as directed by the city
Garbage & Animal pickup	Pick up trash monthly and dead animals as needed
Mowing	Mow all applicable roadways twice per year as directed by the city
Sign Replacement	Repair, removal, and installation of damaged signs as directed by the city
Field maintenance	Maintain city ball field as directed by city
Respond to roadway questions/complaints	Contractor shall carry road phone and respond to residents directly. Contractor shall receive roadway complaint emails from website and respond directly to residents. City Administrator shall be copied on all email correspondence. Attend meetings with staff, if needed.
Coordinate dust control	Coordination with city administrator and city contractors
Coordinate culvert work and grading work	Coordination with city administrator and city contractors

EXHIBIT B
RATE SCHEDULE

Contractor shall be paid a monthly rate of \$9,000. Contractor shall engage all subcontractors necessary to complete roadway projects. Payment of subcontractors shall be made directly by Contractor and Contractor shall not be entitled to apply for any additional compensation from City.

Payment shall be made at the rates below when annual snowfall exceeds 70 inches. The contractor is required to notify the City prior to billing time hourly so that time can be tracked for payment.

2017 Pricing

Snow Removal

- \$100.00/hour: Dump truck: single axle
- \$110.00/hour: Dump truck: tandem
- \$100.00/hour: Front end loader
- \$90.00/hour: Motor grader
- \$60.00/hour: Pick-up with plow
- \$80.00/hour: Pick-up with snow blower (7')

Sand/Salt

- \$75.00/hour: Sand/salt application



MEMORANDUM

To: Mayor and City Council
Date: April 29, 2019

CC: Kim Points, City Administrator/Clerk
David Snyder, City Attorney
Brad Reifstek, City Engineer
RE: 2040 Comprehensive Plan Update –
Request for Authorization to send for
Adjacent/Affected Jurisdictional Review

From: Jennifer Haskamp, City Planner

Background

All cities in the seven-county metropolitan area are required to update their Comprehensive Plan on a decennial basis per Minnesota Statutes 473.858, or what is commonly referred to as the Metropolitan Land Planning Act. The statute requires Cities to update their plans for conformance with the regional systems that are specified within the System Statement which is provided in advance of the preparation of the Comprehensive Plan Update.

For the past year the City has been working to prepare an update to its currently adopted 2030 Plan to respond to the requirements of the 2015 System Statement. Since a full re-write of the plan was completed in the last planning period the City Council provided direction that the 2040 Plan should be an update and use the contents of the 2030 Plan where relevant.

Based on this direction City Staff worked with the Planning Commission through a series of work sessions with two primary objectives regarding the update:

1. To update the 2030 Plan to incorporate the required elements of the 2015 System Statement as provided by the Metropolitan Council; and
2. To update the components/sections of the 2030 Plan that were no longer relevant or no longer reflected the goals and aspirations of the City for this planning period through 2040.

Based on these two objectives Staff prepared a draft 2040 Plan for consideration of the Planning Commission and City Council at a joint work session on April 16, 2019. The purpose of the work session was for the Planning Commission and City Staff to present the draft 2040 Plan to the City Council and to discuss substantive changes from the 2030 Plan. After discussion, staff requested all proposed modifications, changes, and/or edits to be submitted to staff so that a revised DRAFT 2040 Plan could be prepared and presented for consideration at the City Council's regular meeting on May 7, 2019.

Summary of Updates/Changes

After the joint work session in April City Staff received comments from one City Council member, and one Planning Commissioner after the requested deadline to submit comments making it difficult to address his



comments in the most current draft. To the extent possible, given the timing, Staff has addressed their comments and incorporated them into the most current draft which is requested to be submitted for the Adjacent/Affected Jurisdictional review period. A summary of the changes incorporated since the April DRAFT are as follows:

- More emphasis has been placed on the “Scenic Views” in the community. This phrase has been added and incorporated several times throughout the document.
- Additional strategy statements have been added to Chapter 2 to emphasize the importance of previous City Council and policy-maker’s efforts to maintain the City’s rural character to ensure such policies are emphasized in future planning/land use decisions.
- Reference to the sewer and water services on the Mahtomedi School Campus have been revised and updated for clarity.
- Several sentence structures and grammatical edits have been completed for clarity throughout the document, and in some cases to incorporate more description. While there are several changes, none are substantive or change the meaning of the document or the policy intent as presented at the work session.
- Mapping changes in Transportation – Staff replaced the existing AADT Map which was incorrectly labeled in the April draft.

A link to the full PDF of the revised Plan will be emailed to the City Council in advance of the May meeting. This link will also be placed on the City’s website so that the public can review the draft concurrently to the 6-month affected/adjacent jurisdictional review. Please note that an updated hardcopy will be produced for the City Council and Planning Commission once the 2040 Plan is adopted. Any revisions and updates from now until Final Adoption will be provided electronically.

Next Steps and Process

The following summary of next steps in the process are provided for your reference:

- **Affected/Adjacent Jurisdictional Review Period (6-Months):** Please note that the DRAFT 2040 Plan can be modified, updated, and revised during this review period for non-substantive issues such as grammar, maps, images (as discussed at the work session) and other minor changes that do not impact the Metropolitan Council’s four regional systems.
- **Response to Comments:** Respond to, and incorporate if necessary, changes and comments as received during 6-month review process.
- **Public Hearing:** Hold public hearing on full Final DRAFT 2040 Comprehensive Plan at the Planning Commission after, or near the end, of the 6-month review period.



- City Council Approval: City Council reviews full Final Draft and incorporates changes (if applicable). Approval and authorization to submit to the Metropolitan Council is required by resolution.

Action Requested: Staff is requesting authorization from the City Council to submit the May DRAFT 2040 Comprehensive Plan to the required Adjacent/Affected Jurisdictions for the 6-month review period.

**City of Grant, MN
Resolution No. 2019-11
A Resolution For The Abatement Of Street
Assessment Certified In The Wrong
Amount**

'WHEREAS, The City of Grant did certify a street assessment to Washington County. On the list one Property I.D. had an incorrect amount assessed.

WHEREAS, attached is the completed Abatement Form which needs to be filed at Washington County to remove the certification of an incorrect amount of a street assessment bill from Property I.D. 35.030.21.23.0012, 10066 65th Street North, Grant, MN 55082.

WHEREAS, the property owner has paid the remaining balance of the assessed amount,

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Grant County of Washington, State of Minnesota, that this Abatement Form be approved and sent to Washington County with this Resolution to correct the certification of the amount of this street assessment bill for 10066 65th Street North from \$6,797.00 to \$0.00.

Adopted this 7th day of May, 2019 by the Grant City Council.

Mayor Jeff Huber

City Clerk

Attached please find a proposed Agreement for another 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 August 31, 2019 to February 28, 2020. 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 August 31, 2019. The Commission and Comcast have conducted negotiations during 2018 and 2019 thus far, and prior to that, the Commission had 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 has adopted and updated 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 (August 31, 2019), and effectively required the parties to reach negotiated deal points by April. 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. While no proposed deal has yet been reached, both parties recommend extending the time schedule to allow for continuation of negotiations. Therefore, the parties have agreed to recommend extending the franchise expiration date to February 28, 2020 in order to allow negotiations to continue to proceed informally.

To accomplish this, Cable Commission recommends that the City approve the attached Extension Agreement. The Cable Commission believes this simple extension of the current franchise expiration will allow both parties to continue informal negotiations without being put at a disadvantage. **The extension preserves the City’s right to use the I-NET, and preserves existing PEG 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.

Please feel free to contact me after you have had a chance to review this if you wish to discuss it or have any questions. Thank you!

- Tim Finnerty
Ramsey/Washington Cable Commission
timfinnerty@scctv.org
651-747-3802

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 August 31, 2019; 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 February 28, 2020.

Section 2. Paragraph 10 of the “Settlement Agreement Regarding PEG Capacity” is amended so that the reference to August 31, 2019 is changed to February 28, 2020.

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
John D. Keller

Title: Regional Vice President

Date: 4/11/19

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 MAHTOMEDI

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:

City Council Report for April 2019

To: Honorable Mayor & City Council Members

From: Jack Kramer Building Official

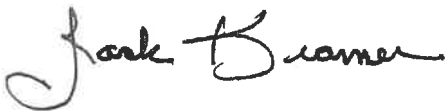
Zoning Enforcement:

No New Violations to Report.

Building Permit Activity:

1. Twenty-two (22) Building Permits were issued for a valuation of \$ 434,224.91.

Respectfully submitted,

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

Jack Kramer

Building & Code Enforcement Official

2019-38	HVAC	Thunhorst	11710 Keats Ave. N.	3/21/2019	N/A	\$	80.00	\$	60.00	\$	-
2019-39	Siding	Maht.Mid School	8100-75th. St.N.	3/22/2019	\$ 94,000.00	\$	951.75	\$	713.81	\$	618.63
2019-40	Garage Add.	Mahowald	10851 -69th.	3/25/2019	\$ 52,000.00	\$	657.75	\$	493.31	\$	427.53
2019-41	Pole Bldg.	Sorum	82010-80th. St. N.	3/25/2019	\$ 75,000.00	\$	818.75	\$	614.06	\$	532.18
2019-42	Re-Roof	Franer	7775-120th. St. N.	3/25/2019	\$ 12,000.00	\$	209.25	\$	156.93	\$	-
2019-43	HVAC	Creative Homes	468 Maple St.	3/25/2019	N/A	\$	80.00	\$	60.00	\$	-
2019-44	Windows	Renewal	10533 Ideal Ave. N.	3/25/2019	\$ 4,887.00	\$	111.25	\$	83.43	\$	-
2019-45	Re-Roof	Haugen	6352 Jasmine Ave.N.	3/26/2019	\$ 9,000.00	\$	167.25	\$	125.43	\$	-
2019-46	Plumbing	Creative Homes	468 Maple St.N.	3/27/2019	N/A	\$	80.00	\$	60.00	\$	-
2019-47	Re-Siding	Dennison	6900 Manning Ave. N.	3/29/2019	\$ 54,548.00	\$	678.75	\$	509.06	\$	-
2019-48	HVAC	Mogren	6353 Lake Elmo Ave.	3/29/2019	N/A	\$	80.00	\$	60.00	\$	-
2019-49	Basement Fin.	Ulschmid	10455 hadley Ave. N.	3/30/2019	\$ 9,700.00	\$	181.25	\$	135.93	\$	117.81
2019-50	Remodeling	St.Martin	11121-88th. St. N.	3/30/2019	\$ 50,000.00	\$	643.75	\$	482.81	\$	418.43
2019-51	Re-Roof/Siding	Milbrandt	11111 Ironwood Ave. N.	3/30/2019	\$ 50,000.00	\$	643.75	\$	482.81	\$	-
2019-52	HVAC	Wagensteen	9769 Lansing Ave.N.	4/1/2019	N/A	\$	80.00	\$	60.00	\$	-
2019-53	HVAC	Kramlich	8355 Lake Elmo Ave. N	4/1/2019	N/A	\$	80.00	\$	60.00	\$	-
2019-54	HVAC	Devens	11485-110th. St. N.	4/3/2019	N/A	\$	80.00	\$	60.00	\$	-
2019-55	Plumbing	Devens	11485-110th. St. N.	4/3/2019	N/A	\$	80.00	\$	60.00	\$	-
2019-56	Re-Roof	Demko	10847-88th. St. N.	4/5/2019	N/A	\$	363.25	\$	272.43	\$	-
2019-57	Demolition	North Pine Agg.	8255-75th. St. N.	4/5/2019	N/A	\$	100.00	\$	75.00	\$	-
2019-58	Stone Veneer	Milbrandt	11111 Ironwood Ave. N.	4/5/2019	\$ 14,224.91	\$	251.25	\$	188.43	\$	-
2019-59	Re-Roof	LeFleur	10080 Heron Ave. N.	4/8/2019	\$ 8,865.00	\$	167.13	\$	125.43	\$	-
Monthly total					\$ 434,224.91	\$	6,585.13	\$	4,938.87	\$	2,114.58