

**City of Grant
City Council Agenda
March 2, 2020**

The regular monthly meeting of the Grant City Council will be called to order at 7:00 o'clock p.m. on Monday, March 2, 2020, in the Grant Town Hall, 8380 Kimbro Ave. for the purpose of conducting the business hereafter listed, and all accepted additions thereto.

1. CALL TO ORDER

PUBLIC INPUT

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

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

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF REGULAR AGENDA

4. APPROVAL OF CONSENT AGENDA

- A. February 4, 2020 City Council Meeting Minutes
- B. February Bill List, \$65,298.12

5. STAFF AGENDA ITEMS

- A. City Engineer, Brad Reifsteck

- i. Consideration of Resolution No. 2020-09, Declaring Costs and Set Assessment Hearing**
- ii. Consideration of Resolution No. 2020-10, Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for the 2020 Street Improvements Project**
- iii. Consideration of Resolution No. 2020-12, Declaring Adequacy of Petition and Ordering Preparation of Report**
- iv. Consideration of Potholing Quotes**

B. City Planner, Jennifer Haskamp

- i. Consideration of Resolution No. 2020 - 06, Consideration of Conditional Use Permit for Wildlife Rehabilitation and Veterinary Activities, 10629 Jamaca Avenue N**

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

6. NEW BUSINESS

- i. Consideration of Planning Commission Appointments**
- ii. Consideration of Resolution No. 2020-11, Preliminary Assessment that Comcast Cable Franchise Should Not Be Renewed.**
- iii. Consideration of Fire Service Contract Between the City of Stillwater and the City of Grant**

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 MARCH 2 THROUGH MARCH 31, 2020:

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

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

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

Presidential Primary Election, March 3, 2020, 7:00 am to 8:00 p.m., Woodbury Lutheran Oak Hill Campus

10. ADJOURNMENT

CITY OF GRANT
MINUTES

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DATE : February 4, 2020
TIME STARTED : 7:00 p.m.
TIME ENDED : 10:04 p.m.
MEMBERS PRESENT : Councilmember Carr, Rog, Giefer,
and Mayor Huber
MEMBERS ABSENT : None

Staff members present: City Attorney, Dave Snyder; City Engineer, Brad Reifsteck; 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

There was no public input.

PLEDGE OF ALLEGIANCE

SETTING THE AGENDA

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

CONSENT AGENDA

- January 7, 2020 City Council Meeting Minutes Approved
- January Bill List, \$69,792.89 Approved
- Resolution No. 2020-05, 2020 Election Judges Approved
- Resolution No. 2019-22, Conditional Use Permit,
9104 68th Street North Approved

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

CONCEPT PLAN REVIEW, ADAM BETTIN, 11298 60TH STREET, STORAGE

1
2 Mr. Adam Bettin, came forward and stated he would like to develop a storage facility on the vacant
3 property at 11298 60th Street, which is zoned A2 but is across the street from the General Business
4 Zone.

5
6 The City Council provided feedback and advised the process to allow that would require a Map
7 Amendment and Land Use change.

8
9 **STAFF AGENDA ITEMS**

10
11 **City Engineer, Brad Reifsteck**

12
13 **Consideration of 2020 Flood Mitigation**– City Engineer Reifsteck advised The Sunnybrook Lake
14 area is prone to flooding properties and roadways.

15
16 Jocelyn Road is currently closed between 68th Court and Jocelyn Lane North due to flooding.

17
18 If flooding were to occur on Jocelyn Road south of 68th Court, 9 properties would be directly
19 impacted (See figure 1).

20
21 Flood water generally flows easterly towards Indian Hills Golf Course until it reaches an approximate
22 elevation of 980.6 (See attached Figure 2). Once this elevation is reached the water will start to flow
23 south and pour into the low areas surrounding 68th Court and Jocelyn Road.

24
25 The roadway low point elevation on Jocelyn Road, south of 68th Court, is at 979.6 . The roadway low
26 point elevation on 68th Court, just west of Jocelyn Road, is at 980.9. (See attached Figure 2)

27
28 The Valley Branch Watershed District (VBWD) has provided a 1% flood probability (100-year storm
29 event occurring in any given year) for the Sunnybrook Lake watershed at an elevation of 982.8. The
30 emergency overflow elevation is determined to be 985.0 (See figure 1).

31
32 To raise the roadways in the event of severe flooding, City staff has provided the following
33 alternatives for Council’s consideration:

- 34
35 1. Temporary Emergency Roadway - Add aggregate base material to build up the existing
36 roadway to elevation 982.5 as needed to accommodate rising water. The roadway width would
37 be approximately 12 feet with only one lane of traffic allowed at a time. Once the water
38 recedes, the additional roadway material would be removed, and the roadway graded back to
39 its current elevation. The estimated project cost for this alternative is \$109,000 as shown in
40 Exhibit A.
41 2. Permanent Road – Add aggregate base material to build up new roadway to elevation 981.8.
42 The new roadway would become the permanent roadway and no other work would be needed.
43 This alternative raises the roads sufficiently to force the flood water to be conveyed through
44 the existing culverts at 68th Court and Jocelyn Road and maximizes the available storage

1 volume surrounding the roads. The estimated project cost for this alternative is \$100,300 as
2 shown in Exhibit A

- 3 3. Permanent Road – Add aggregate base material to build-up new roadway to elevation 982.8.
- 4 The new roadway will encroach on existing wetlands, driveway approaches and culverts. The
- 5 new roadway would become the permanent roadway and no other work would be needed. The
- 6 estimated project cost for this alternative is \$193,900 as shown in Exhibit A.
- 7 4. Leave roads at or near the existing elevations and work with other local agencies to implement
- 8 emergency action plan if flood water exceeds the roadways.

9
10 City Engineer Reifsteck recommended the culverts get replaced as part of the project. He suggested
11 the City get permitted to the worst case scenario but only build to what the City needs as the water
12 rises.

13
14 City Attorney Snyder stated the city does have an obligation to maintain access just as the Watershed
15 District has to manage the water. He stated a proactive approach by the City is advisable.

16
17 Mr. Doug Berglund, Emergency Management Washington County, came forward and stated multiple
18 contingency plans have been discussed relating to emergency vehicles getting in and out of the area.
19 The response time will clearly be delayed but they will do their best to get respond and find a way to
20 get there.

21
22 **Council Member Giefer moved to direct staff to obtain permit for Alternative #3 and obtain**
23 **quotes for Alternative #2, as presented. Council Member Schafer seconded the motion. Motion**
24 **carried with Council Member Carr voting nay.**

25
26 **City Planner, Jennifer Swanson**

27
28 **Consideration of Resolution No. 2020-06, Consideration of Conditional Use Permit for Wildlife**
29 **Rehabilitation and Veterinary Activities, 20629 Jamaca Avenue North–** City Planner Swanson
30 advised the Applicant, The Wildlife Rehabilitation Center of Minnesota (WRC), is applying for a
31 Conditional Use Permit (CUP) to develop and operate a wildlife rehabilitation center from the subject
32 property. In November of 2019, City Staff met with Mr. Phil Jenni the representative from WRC to
33 discuss the proposed project, to determine if the use is permitted, and to discuss the permitting
34 process.

35
36 As described by the Applicant, the WRC is a hospital for “injured, sick and orphaned wild animals”
37 with its current principal hospital location in Roseville, Minnesota. The proposed project is associated
38 and affiliated with the primary hospital but will perform different work. After discussing the
39 proposed project, it was determined that the use has similarities to both a veterinary clinic and a
40 wildlife refuge, and therefore requires a CUP to operate.

41
42 City Planner Swanson stated a duly noticed public hearing was held on January 21, 2020 at the
43 regular meeting of the Planning Commission. Letters were mailed to individual property owners
44 within ¼-mile of the subject project informing them of the application request and public hearing.
45 Several members of the public provided public testimony and a few neighbors provided written

1 testimony. The full record of the public testimony is available on the video and minutes. A summary
2 of the comments and concerns is provided, and staff and/or the Applicant's response are identified in
3 *italics*.

- 4 • Some neighbors expressed concerns regarding how the proposed use will fit into the
5 neighborhood and stated that they believe it is more commercial in nature. Some
6 neighborhoods stated the use is, "not a good fit."
 - 7 ○ *The City has several commercial types of uses that are permitted with a Conditional*
8 *Use Permit in the City's A1 and A2 zoning districts. The proposed use is closest to a*
9 *Wildlife Preserve and a Veterinary Clinic. The Wildlife Preserve is a permitted use,*
10 *and the Veterinary Clinic requires a Conditional Use Permit. Staff processed the*
11 *Application using the more restrictive permitting process for a Veterinary Clinic.*
- 12 • Neighbors expressly stated that they do not want "perimeter fencing" and that they want the
13 views to be protected.
 - 14 ○ *The proposed use does not include perimeter fencing, and only two areas of fenced in*
15 *areas are specifically identified. A condition has been added regarding perimeter*
16 *fencing and maintaining all fencing in good repair.*
- 17 • One neighbor specifically stated their concern regarding the views from their property to the
18 pond/wetland on the south edge and the desire to maintain the openness.
 - 19 ○ *The proposed site plan maintains the neighbor's views, and any significant adjustment*
20 *to the site plan will require an amendment to the Permit.*
- 21 • Questions regarding how the site will be regulated, if the use is permitted, were posed,
22 including if future expansion is contemplated how that is addressed.
 - 23 ○ *Staff noted that the City has a regular CUP review process, and the proposed use (if*
24 *permitted) will be entered into the cycle and reviewed on a regular basis. With respect*
25 *to future expansion, the site plan will be appended to the CUP and any significant*
26 *modifications will require an amendment to the CUP.*
- 27 • Several neighbors expressed concern regarding the potential of the use to adversely impact
28 their property values.
 - 29 ○ *Staff suggested that a general market study be submitted from the Applicant to*
30 *demonstrate that other similar types of uses have not negatively impacted adjacent*
31 *property values. A condition requiring a comparable market study has been added for*
32 *consideration.*
- 33 • A few neighbors stated that they are concerned about noise, smell, lighting, etc., impacting
34 their properties.
 - 35 ○ *The Applicant responded that the Cages/facilities will be cleaned on a daily basis, and*
36 *that the animals that they take care of generally keep to themselves. Therefore noises,*
37 *beyond those experienced today from the wildlife, are not anticipated on the site.*
- 38 • Concerns regarding adjacent hunting, wildlife, predators and potential risk to their own pets
39 and/or animals were expressed.

1 ○ *The Applicant stated that all cage and fence areas will be double-fenced and are*
 2 *nearly impossible for their patients to escape. Staff has added a condition that all*
 3 *fencing must be kept in good repair.*

4 ● The funding, and tax classification of the property were questioned.

5 ○ *The Applicant stated that they are entirely funded by donations and are not supported*
 6 *by any municipal, state or federal taxes. The Applicant further noted they are a non-*
 7 *profit, and the property is tax-exempt, and they have closed on the property.*

8
 9 After the public hearing and staff/Applicant response, the Planning Commissioners discussed the
 10 proposed project. Ultimately, the Planning Commission recommended approval of the Subject
 11 Application by a vote of 3-2. The Planning Commission’s recommendation included the addition of
 12 several conditions which are included in the attached draft Conditional Use Permit.

13
 14 The following staff report is generally as presented to the Planning Commission. Additions are noted
 15 with an underline, and deletions with a ~~strikethrough~~.

16
 17 **Project Summary**

18

Applicant & Owner: The Wildlife Rehabilitation Center Representative: Mr. Phil Jenni	Site Size: 22.01 Acres
Zoning & Land Use: A-1	Request: Conditional Use Permit (CUP)
Address: 10629 Jamaca Ave N	PIDs: 0903021140003, 1003021230004

19 The Property Owner and Applicant (hereafter referred to as “Applicant”) is requesting a CUP to allow
 20 for the development and operation of a wildlife rehabilitation center on the subject property. Details
 21 regarding the WRC’s organizational history, their Mission, Values and Vision are detailed in the
 22 Applicant’s narrative. The following summary of the Site Plan and proposed operations is provided
 23 for your review and consideration:

24
 25 *Existing Homestead:* There is an existing homestead on the subject property that was constructed in
 26 1901. The homestead is proposed to be used to provide housing to interns that will work at the WRC.
 27 The narrative proposes up to five (5) interns residing in the home, and their responsibilities would
 28 include providing security and animal care at the site.

29 *Existing Accessory Buildings:* There are 12 existing accessory buildings on site, ranging in size from
 30 small sheds to more than 2,300 square-foot buildings. The previous owner used the structures for a
 31 variety of uses from storage to shelters for horses and other domestic farm animals. Though not
 32 clearly denoted on the Site Plan, the narrative suggests that most of the existing accessory buildings
 33 will be re-used and, in some cases, repurposed to support the proposed use.

34 *Proposed Main Nursery Facility:* Because there are several existing accessory buildings that can
 35 support the anticipated immediate needs of the proposed use, the Main Nursery Facility (noted as
 36 “Building” on the Site Plan) is not anticipated to be constructed immediately, and the site plan
 37 represents the ultimate build-out of the site. As shown on the Site Plan, and described in the narrative,

1 the Main Nursery Facility is proposed to be a 5,000 – 6,000 square foot climate-controlled building.
2 The facility would include “cleaning facilities, a cage wash area, laundry, break room, bathroom,
3 isolation ward and several other animal care wards for inside care. The additional space would
4 include quarantine quarters, separation of different species and industry leading standards for caging
5 and enclosures...” The narrative further states that there would be “three areas of about 1600 square
6 feet for different animal species one for squirrels, one for rabbits and an area for other
7 mammals...The areas will transition from neo-natal to larger, protected enclosures. Connected to each
8 indoor area will be a final “rehab” outdoor caging and individual cages within a larger fenced
9 enclosure. The outside enclosures will have security fencing varying from 6 – 8 feet tall.”

10 *Outdoor Caging Areas:* The Site Plan identifies five independent caging areas (those areas not
11 identified associated with the Main Nursery Facility) each enclosing an approximately 1,400 square
12 foot area. As described in the narrative, these areas will be secured and monitored by the onsite staff.
13 The areas are intended to primarily serve small mammals.

14
15 *Fenced Areas:* There are two large fence enclosed areas identified on the plan, one approximately
16 6,000 square feet near the proposed Main Nursery Facility, and one area approximately 10,000
17 square-feet connected to an existing 2,200 square-foot accessory building and adjacent to 107th Street
18 N. As described in the narrative, both of these areas will be double fenced, and secured so that no
19 animals could escape, and no animals could enter.

20
21 *Waterfowl, Caging and Ponds:* On the southern 300’ of the property there is an existing pond which
22 the Applicant proposes to use in support of the Waterfowl Facility. This area is identified on the Site
23 Plan and will include a designated facility and supporting caging/ponding area. The timing of
24 construction of this facility and moving the WRC’s current waterfowl nursery operations from Inver
25 Grove Heights to the new site is not definitive but is in the long-range plan for full build-out of the
26 proposed site.

27
28 *Main Access and Parking:* The existing driveway connects the principal structure and all accessory
29 buildings to the west on Jamaca Avenue N. There are no new access driveways proposed as part of
30 this application. Internally there is a proposed parking area that is approximately 4,200 square feet
31 which is connected to existing driveways northeast of the existing home.

32
33 *Cell Tower and Cell Tower Area:* There is an existing Conditional Use Permit on the subject property
34 which permits a Cell Tower and enclosed area provided the conditions of the permit are met. The Cell
35 Tower is located east of the existing home. While not stated in the Application, it is Staff’s
36 understanding that the Applicant intends to keep the cell tower on site and continue its use.

37
38 *Utilities:* The existing homestead is currently served by a private well and individual subsurface
39 septic system, and there are two additional wells noted on the Existing Conditions Survey. The
40 Applicant’s narrative states that the septic system will likely need to be upgraded based on the
41 intended use of the property for the wildlife rehabilitation center. No additional information regarding
42 the septic system, or whether the existing wells are anticipated to be adequate were provided with the
43 application.

1 *Operations:* As outlined by the Applicant, the proposed operations will operate year-round but most
2 activity will occur annually between mid-March and mid-October. The Applicant proposes up to five
3 (5) interns living on the property in the existing homestead, and the occupancy is intended to occur
4 year-round. The number of estimated animals on site is detailed in the Applicant’s narrative. While no
5 public visitors will come to the site, there will be additional traffic generated to the property from
6 employees of the WRC, and eventually by volunteers coming to the site. During the summer months,
7 the hours of operation are proposed between 7 am and 11 pm, with reduced hours during the winter
8 months when fewer animals are on site. As stated in the narrative, the emergency veterinary hospital
9 will remain in Roseville, and the Grant site is intended to function as transition care before animals
10 are released back into the wild. The Grant site will include very limited traditional veterinary services,
11 and nearly all of the care at this facility will be rehabilitative.

12
13 *Number of Patients:* The Applicant’s narrative details the total patient load of the WRC operations
14 today at the Roseville Hospital location. It does not specifically break down the patient load
15 anticipated at the Grant site, which is presumed to be lower than the overall numbers. Staff has
16 requested an additional breakdown from the Applicant, and will provide the information to the City
17 Council as soon as it is received.

18
19 *Phasing:* The Applicant is proposing to phase improvements over time to ultimate buildout. The
20 intent is to operate using the current facilities until funding and fundraising results in the ability to
21 construct the improvements. As stated in the Applicant’s narrative, the Site Plan represents a 5-10
22 year buildout depending on funding.

23
24 According to the City Code, Conditional Use Permits are subject to the process and review criteria
25 stated in City Code Section 32-152. The City Code further states the following for consideration when
26 reviewing a Conditional Use Permit (32-141):

27 “(d) In determining whether or not a conditional use may be allowed, the City will consider the
28 nature of the nearby lands or buildings, the effect upon traffic into and from the premises and on
29 adjoining roads, and all other relevant factors as the City shall deem reasonable prerequisite of
30 consideration in determining the effect of the use on the general welfare, public health and safety.”

31 (e) If a use is deemed suitable, reasonable conditions may be applied to issuance of a conditional use
32 permit, and a periodic review of said permit may be required.”

33 Further Section 32-146 lays out nine specific standards to consider when reviewing a request for a
34 conditional use permit.

35
36 City Planner Swanson stated the subject property includes two PIDs, 0903021140003 is
37 approximately 15.33 acres and includes the existing homestead, and 1003021230004 is approximately
38 6.68 acres and is vacant. For purposes of this application both parcels are included, and the
39 Conditional Use Permit, if granted, would be recorded against both properties. There is in an existing
40 principal structure (homestead) on the property, four larger accessory buildings ranging in size
41 between approximately 720 and 2,400 square feet, and several small sheds and horse shelters spread
42 throughout the property. The site is heavily vegetated across the northern half of the property with a
43 clearing on the southern half of the property where the existing structures are located. On the southern
44 320-foot the site slopes from north to south, which includes a wetland/pond area on the property’s
45 southern edge. While a wetland delineation was not completed as part of this application, there is a

1 drainage and utility easement that was recorded across the southern pond area (wetland) when the
 2 property was platted as part of the Kendrick Estates subdivision.

3
 4 The site is guided A-1 Large Scale Agricultural which promotes rural residential and agricultural
 5 uses. The proposed wildlife rehabilitation center is consistent with maintaining large tracts of land
 6 and is generally consistent with maintaining the rural landscape.

7
 8 The City of Grant zoning ordinance permits wildlife reserves (private and public) in the A1 zoning
 9 district and permits veterinary clinics in the A1 zoning district with a Conditional Use Permit. The
 10 proposed use was determined to be a hybrid of both uses, and therefore the more restrictive permitting
 11 process was applied. The following zoning and dimensional analysis regarding the Wildlife
 12 Rehabilitation Center use is provided:

13
 14 The following site and zoning requirements in the A-1 district regulate the site and proposed project:
 15

Dimension	Standard
Lot Size	5 acres
Frontage – public road	300’
Front Yard Setback	65’
Front Yard Setback (County Road)	150’
Side Yard Setback	20’
Rear Yard Setback	50’
Height of Structure	35’
Fence	May be on property line, but not within any ROW Maximum 8’ height
Driveway Setback	5’
Parking Lot setback	10’ from ROW
Wetland Setback Structure (Buffer)	50’ (10’ no-grad)

Lot Size/Area: There are two separate parcels associated with the subject application, an approximately 15.33 acre parcel and a 6.68 parcel, that when combined contain approximately 22.01 acres. Both parcels are included as part of this application, and the operations proposed would occur on both parcels. Both parcels individually meet the City’s minimum lot size requirements, and therefore there is no requirement that the lots be combined. *As proposed, the existing lots sizes meet the City’s minimum lot size requirements.*

Setbacks & Frontage: The subject property is oriented east-west with Jamaca providing primary frontage along the westerly property line, and secondary access on the northerly property line to 107th Street North. The existing principal building, accessory building, and cell tower meet the City’s setback requirements provided both parcels are considered collectively. The proposed Main Nursery Facility is located southeast of the principal structure and is setback approximately 120-feet from the rear property

line, and 480-feet from the westerly property line, and 520-feet from the easterly property line, and 400-feet from the northerly property line. While the structure will not house “domestic farm animals” by the definition of the City’s ordinances, it will house animals/wildlife and therefore it is reasonable to apply the more restrictive setback from all property lines of 100-feet that is applied to structures housing domestic farm animals. Staff would also suggest that the “cages” may be considered structures, and therefore should also respect the same 100-foot setback. If the planning commission agrees with staff, and determines that cages are structures, then the southern caging area of the Main Nursery Facility should be relocated as it is approximately 80-feet from the rear property line. *As shown on the Site Plan, the existing buildings are setback over 100-feet from all nearby residential structures, and all proposed buildings are setback 100-feet from all property lines. Staff would recommend that all “caging” areas be setback a minimum of 100-feet, and that the caging areas associated with the Main Nursery Facility be reconfigured to meet the setback. Staff would recommend that this requirement be included within the Permit so that any future additions to the property be required to be setback a minimum of 100-feet from all property lines. If the location of the Main Nursery facility or Waterfowl Facility changes significantly from the proposed locations identified on the site plan, then an amendment to this permit may be required.*

Wetland Setbacks &
Steep Slopes

The details regarding the proposed Waterfowl Facility are unknown, and it was communicated from the Applicant during the pre-application meet that the location near the existing pond/wetland is desirable. However, Section 12-260 and 12-261 regulate structural setback from wetlands. Since a wetland delineation was not completed the edge of the wetland is unknown. Based on the submitted plans, the Waterfowl Facility appears to be approximately 60 to 70-feet from the edge of the open water and may be within the wetland setback. The Caging and Ponds to support the Waterfowl Facility are also approximately 60-feet from the edge of the wetland. *Staff would recommend including a condition that the wetland edge in this location must be delineated to ensure that the facilities meet all applicable setbacks. The edge determination must be submitted prior to issuing any building permit for the Waterfowl or Caging and Ponds in this location.*

After the meeting, staff touched based with the BCWD for further comments regarding this area. In addition to the wetland edge, the BCWD noted that the area adjacent to the wetlands also includes potentially steep slopes and the BCWD may not permit construction in this area. Staff has included a copy of the BCWD’s email correspondence. Since a delineation and full grading/construction plan are not available, Staff would suggest including a condition

which notifies the Applicant that the Waterfowl Facility and the associated caging and ponds may not be permitted in the proposed location and alternate area may need to be identified.

Accessory Buildings

Section 32-313 identifies the permitted number and total size of allowable accessory buildings on lot which is correlated to lot size. For parcels 20-acres or greater, there is no limit on the number or maximum accessory building square footage. However, given the extensive number of accessory buildings proposed to support the operation, the following table is provided to summarize the number and square footage of buildings/structures proposed.

Facility Type	Size	Number	Total SF
Existing Accessory Buildings	Various	12	~9,845
Proposed Main Nursery Facility	~60' x 100'	1	~6,000
Waterfowl Facility	~60' x 100'	1	~6,000
Cage Areas	20' x 70'	3	4,200
Cage Areas	20' x 60'	1	1,200
Cage Areas	40' x 70'	3	8,400
Cage & Pond Areas	20' x 100'	1	2,000
Subtotal			37,645 SF

As proposed, provided both lots are considered collectively, the proposed operations and site plan meet the City's requirements for accessory buildings. *However, staff would recommend that a condition be included that the two properties must be considered collectively, and that no alteration to the lots may occur without amending this permit. Additionally, given the proposed use of the property, staff would recommend including a condition that any additional structures greater than 120-square feet (shed) beyond those identified on the Site Plan may require an amendment to this Permit if it is determined that such buildings represent intensification of the use.*

Parking Area
(Location & Spaces):

The Applicant has identified the need to construct a new parking area to support the employees and volunteers that will eventually visit the site. The proposed parking area is approximately 120' x 35' which is 4,200 square-feet of parking area. Per Section 32-373 each space is calculated at a ratio of 300 SF per space, and therefore based on the dimensions the parking area proposed there are approximately 14 parking spaces proposed. Based on the proposed initial operations the number of available spaces seems adequate; however, staff has some concerns regarding adequate parking when the site includes volunteers visiting the

site once full operations are present. The narrative states, “ At peak season...there will be 20-25 cars arriving and leaving from the site each day with a total of about 50 people at the site at any given time..” Given that at maximum capacity there may be 20-25 cars for volunteers, plus 3 to 5 additional cars for interns, not to mention occasional doctors’ visits, the number of parking stalls does not seem adequate. Based on these numbers, there would need to be a minimum of 30-35 parking spaces available. It is also unclear as to whether ADA accessible stalls would be required at the time of construction of the Main Nursery Facility. This should be reviewed and considered with the City’s Building Official for compliance with the building code. One Planning Commission member questioned whether 35-parking stalls would adequately support the operations. Based on staff’s interpretation of the narrative, staff believes 35-stalls is adequate. However, additional discussion with the Applicant at the City Council meeting is reasonable. Staff would recommend that a condition be included that a larger parking lot to accommodate 30-35 cars be designed and shown on the Site Plan. Staff further recommends including a condition that the Applicant must discuss the plans for the Main Nursery Facility with the City’s Building Official to determine if ADA accessible stalls are required, and to determine the number of stalls needed.

In addition to the number of stalls, the proposed plan does not indicate what material the parking lot will be surfaced with. Section 32-373 states that, “Off-street parking areas shall be improved with a durable and dustless surface.” *Staff recommends that additional information be provided by the Applicant to describe the type of surface proposed, and how such surface shall be maintained as “dustless” if a bituminous product is not proposed.*

Driveway/Circulation: There is an existing access driveway Jamaca Avenue N, and the driveway was improved to support the cell tower located on the site and therefore is 20-foot wide (meets fire lane standards). No new access is proposed to the site, and no improvements to the driveway are proposed as part of this application. Because the use of the site is proposed to change and the primary access is from a County Road, staff has sent a copy of the request to Washington County for their review and consideration. At the time of this staff report a formal response has not been received. If available, a verbal update of the County’s response will be provided at the Planning Commission meeting. *Since there will be additional traffic generated to the site beyond normal residential use, Staff would recommend adding a condition that all parking must be handled within designated parking areas and that parking on the driveways is not permitted to ensure safe ingress/egress to the site.*

Architecture, Building Height, Accessory As stated in the Applicant’s narrative, there are no immediate plans to construct the Main Nursery Facility or the Waterfowl Facility. However,

Structure Floor Plans: the Applicant has provided some sample imagery of the types of buildings and architecture contemplated for the facilities. Generally, the architecture identified in the application materials is consistent with the types of accessory building architecture seen throughout the City. Since the parcel size is greater than 20-acres, the number and square footage of new facilities estimated would be permitted. Since the timing of constructing the facilities is unknown, it is reasonable that full floor plans and architectural design are outstanding. However, though the timing and specifics are unknown, staff would recommend including the following conditions in the permit and therefore if any changes beyond those contemplated in this application are proposed in the future an amendment to this permit would be required.

All structures constructed in the future shall be required to follow the City's ordinances, rules and regulations in place at the time of construction.

Approval of a Main Nurse Facility, with the conceptual architecture, not to exceed 6,000 square feet in the proposed location is permitted provided all necessary permits are obtained. The Applicant shall work with the Building Official regarding applicable commercial building codes when more details regarding the facility are provided.

Approval of the Waterfowl Facility not to exceed 6,000 square feet is permitted, provided the facility is consistent with the architecture shown in the conceptual plans. The Applicant shall work with the Building Official regarding applicable commercial building codes when more details regarding the facility are provided.

All structures shall be sited outside of all required setbacks, and all structures shall be setback a minimum of 100-feet from any property line.

No accessory buildings may be use as additional living quarters.

All structures shall not exceed 35-feet in height.

Utilities (well and septic):

The existing homestead is served by existing septic system and well, and there are two other wells on the site as identified on the Site Plan. The Applicant's narrative states that there are improvements to the septic system that will likely be needed to support the proposed activities onsite. No additional information was provided. Washington County Environmental Services reviews and issues septic permits in the City, and it is the Applicant's responsibility to obtain proper permits to upgrade the septic system. ***Staff would recommend including a condition that no building permits will be issued for any new facility on the site until a septic permit/septic review has been completed by Washington County.***

It is unclear if the Applicant intends to use all three of the existing wells on the property; however, it is presumed that the three wells are adequate to serve the proposed operations. ***Staff would recommend including a condition that any new well shall be required to obtain proper permits and that such location must be carefully identified and considered given the intended use of the property for wildlife rehabilitation.***

Operations, Waste Management & MPCA Standards

The Planning Commission discussed the proposed operations as detailed in the Applicant’s narrative. The discussion was generally focused on cleaning of the site’s facilities, removal of carcasses, animal release and the total number of patients on the site at a time and the origin of the animals (i.e. native to north America, or as offered by the Applicant animals with an established breeding season in Minnesota). As a result of this discussion the Planning Commission offered several conditions to include in the Permit. ***Staff has drafted and incorporated four additional conditions regarding this discussion in the draft Permit which is attached for your review and consideration.***

The Applicant’s narrative describes the number of patients (animals) anticipated to reside on the property and the quantity of waste estimated to be generated onsite. The Applicant also details the regular cleaning of the caged areas to ensure safe and clean environment (See Attachment B: Applicant’s narrative for additional details). The City’s ordinances do not address wildlife, and instead regulates based on the MPCA’s manure management policies for feedlots. However, there may be requirements of the MPCA regarding waste generation at facilities of this type, and Staff recommends that a condition be added that the Applicant inquire and receive correspondence regarding this issue from the MPCA to determine whether additional permitting is required. This issue was discussed at a preapplication meeting between the Applicant, the Watershed District and the City and it was unclear whether there are any MPCA requirements regulating waste disposal onsite for facilities of this type. ***As a result, staff recommends including a condition that the MPCA be contacted, and that any required permits be obtained prior to operations commencing on site.***

Surface Water Management/Grading

A grading plan, and/or stormwater management plan was not submitted for review. Staff believes that the combination of the required parking area, Main Nursery Facility, Waterfowl Facility and caged areas may cause more than 1-acre of disturbance. If that occurs a grading and erosion control plan and NPDES permit may be required, and the City Engineer must review plans for compliance with the City’s ordinances. In addition, given the size of the structures, the site grading work will exceed 50-Cubic Yards and a grading permit will be required. ***Given the proposed phasing of the improvement on site, Staff would recommend***

Landscape Plan and Fencing

including a condition that the Applicant be required to work with the City’s Engineer on an acceptable grading and stormwater management plan that meets the City’s ordinances.

As shown on the Site Plan there are two large fenced areas proposed in addition to the cages identified. (See previous discussion regarding the caged areas as structures). There is an approximately 10,000 SF fenced area setback approximately 40-feet from the 107th Street N right-of-way, which is presumed to be connected in some way to an existing approximately 2,200 SF accessory building. A scalable fence detail was not submitted, and the images provided do not identifies the proposed height of the specific areas. A sample fence graphic was submitted and identified by installer Century Fence. The Applicant has indicated that fenced areas will be fully secured and that the animals will not get out, and surrounding wildlife will not be able to get in. *While the fence detail shown appears to indicate a fence height of a minimum of 8-feet, staff would recommend that a condition be included to require the full fence specification and detail to be submitted so that it can be reviewed for compliance with the City’s ordinances. Section 32-315 regulates fences in the City’s ordinance and limits the maximum height to 8-feet provided the fence is located outside of all applicable setbacks. The location of the proposed fence areas is outside of all setbacks, and therefore only verification of the height is required. If the proposed fencing exceeds this height, a variance from the City’s fence height standards would be required.*

1 The City Engineer is in process of reviewing the proposed application. An engineering staff memo
2 and/or update will be provided at the City Council meeting.

3
4 City Planner Swanson advised the property is located within the Browns Creek Watershed District
5 (BCWD), and a wetland delineation for the property has not been completed. The Applicant has been
6 communicating with BCWD, but given the unknown timing of some of the improvements and
7 activities the watershed’s requirements/permitting may or may not be triggered initially. *As a result,*
8 *staff recommends including a condition that it is the Applicant’s responsibility to continue*
9 *communication with the BCWD and to obtain all necessary permits when improvements are*
10 *proposed.* Any permits obtained shall be forwarded to the City of Grant for record keeping in the
11 property file. Also noted in previous sections, the change of use on the property also necessitates the
12 review of Washington County regarding the access. Staff will provide a verbal update to the Planning
13 Commission regarding their response, if possible. Staff had a brief conversation with Washington
14 County and their initial determination is that an Access Permit from the site will be required since the
15 proposed project is a change in use on the site. Preliminary discussions suggest that this is the only
16 additional requirement beyond permitting of any future septic systems on the site. Staff would
17 *recommend including a condition that all permits from other agencies having regulatory authority*
18 *over the operations are the responsibility of the Applicant to obtain and maintain, as applicable.*

19

1 The Planning Commission recommended approval of the proposed project, 3-2, with the conditions
2 as amended and presented in the attached Conditional Use Permit.

3
4 Mr. Phil Jennings, Executive Director, came forward and provided the background of the facility
5 noting they6 are highly regulated by the DNR. The current plan is schernatic because he firmly
6 believes the plan will be compkleted in phases and six of the current accessory buildings will be torbn
7 down. No animals will be publically admitted to the site. He provided the standards that are required
8 for specific animals noting the waterfowl building can be moved back to meet all setback
9 requirements. The hours of operation refer to the feeding time of the patients. Animals only come to
10 the facility once a day and there are 4-5 volunteers on site per shift. It is anticipated 20-25 cars a day
11 by year three. No adult animals will be on the site for several years and the facility has no problem
12 with any of the draft conditions of approval.

13
14 **Council Member Rog moved to table Resolution No. 2020-06, as presented. Council Member**
15 **Schafer seconded the motion. Motion carried unanimously.**

16
17 Mayor Huber called for a short recess at 9:37 p.m.

18
19 Mayor Huber reconvened the meeting at 9:41 p.m.

20
21 **Consideration of Resolution No. 2020-07, Minor Subdivision, at Corner of 110th Street and**
22 **Kelvin Avenue –** City Planner Swanson the Applicant, Joseph Ingebrand Real Estate, LLC., are
23 requesting approval of a minor subdivision of the property generally located northwest of the 110th
24 Street North and Kelvin Avenue North intersection. The proposed request will result in two newly
25 created lots Parcel A and Parcel B. The proposed parcels are vacant and two potential building sites
26 are included in this application.

27
28 A duly noticed public hearing was held on January 21, 2020 at 6:30 PM, and letters were sent to
29 individual property owners located within ¼-mile (1,320 feet) of the proposed subdivision.

30
31 No members of the public were present to comment on the proposed subdivision, and no written
32 testimony was provided. After the public hearing was closed, the Planning Commission briefly
33 discussed the application and unanimously recommended approval of the subject subdivision.

34
35 The following staff report is generally as presented to the Planning Commission and at the public
36 hearing. Revisions/additions are noted with an underline.

37
38 **Project Summary**

Owner	Reichow Investments, LLC.
Applicant	Joseph Ingebrand Real Estate, LLC.
PIDs:	0203021330004
Total Acres:	20.24
Address:	XXX 110 th Street N
Zoning & Land	A1

Use:	
Request:	Minor Subdivision to create Parcel A (10.23 Acres) and Parcel B (10.01 Acres)

1
2 The Applicant is requesting approval of a minor subdivision to create two Parcels, Parcel A and
3 Parcel B. The existing property is vacant, and the two proposed lots identify a potential building site
4 on each lot.

5
6 The City’s subdivision ordinance allows for minor subdivisions as defined in Section 30-9 and 30-10.
7 The sections of the code that relate to dimensional standards and other zoning considerations are
8 provided for your reference:

- 9 Secs. 32-246
- 10 Secs. 12-261

11
12 There is one existing parcel associated with this application that is approximately 20-acres, which is
13 shown on the attached survey (Attachment 2). The subject parcel is bordered by 110th Street North on
14 the southerly property line. Based on the submitted survey the parcel is currently vacant. The
15 applicant submitted a wetland delineation, dated December 7th, 2019. However, because of the date of
16 the delineation, the delineation has not been formally approved by the watershed district and will need
17 to be finished and if needed, revised, when the growing season begins in the spring. Per the
18 submitted wetland delineation and survey, there are 10 wetlands on the existing parcel which are
19 generally clustered near the center of the site. The site has rolling topography and is heavily vegetated
20 except for a small clearing on the northwestern corner of the property

21
22 The adopted Comprehensive Plan sets a maximum density of 1 unit per 10 acres in the A1 land use
23 designation. The proposed minor subdivision/lot line rearrangement of the total 20.24-acres results in
24 one additional lot. The resulting subdivision will create two lots (Parcel A and Parcel B). The minor
25 subdivision as proposed meets the density requirements as established in the comprehensive plan.
26 Further, the intent of the A1 land use designation is to promote rural lot density housing, and the
27 proposed subdivision is consistent with that objective.

28
29 *Dimensional Standards*

30
31 The following site and zoning requirements in the A1 district are defined as the following for lot
32 standards and structural setbacks:

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

Maximum Height	35'
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Lot Area and Lot Width

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

Lot Tabulation:

Parcel	Size	Frontage/Lot Width	Lot Depth
Parcel A	10.23 Acres	510.03'	1,322.19'
Parcel B	10.01 Acres	330.02'	1,322.19'

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

Setbacks

As shown on the attached survey, Proposed Parcel A is vacant and includes a potential building site. The potential building site is subject to the city's setback requirements. The proposed building pad is setback approximately 102.5' from the west property line (side), 180' from the north property line (rear), 327' from the east property line (side), and 236.3' from the south property line (front). The building pad is setback 50' from a wetland to the north and is setback 50' from the septic area. As denoted in the attached survey, ***the proposed building site meets the City's setback requirements, but the building edge must be setback an additional 10-feet per the City Ordinances. Additionally, since the wetland delineation has not been formally approved if the edge shifts south, then the building pad must be moved to ensure compliance with the City's setback requirements. Staff recommends including a condition that the building footprint must be site to comply with all setbacks, and that a 10-foot no grade buffer shall be required.***

As shown on the attached survey, Proposed Parcel B is vacant and includes a potential building site. The potential building site is subject to the city's setback requirements. The proposed building pad is 93' from the west (side), 720' from the north (rear), 176' from the east (side), and 514.2' from the southerly border of the parcel (front). As denoted in the attached survey, ***the proposed building site meets the City's setback requirements. Similar to Parcel A, since the wetland delineation has not been formally adopted if the edge shifts south then the building pad must be moved to ensure compliance with the City's setback requirements. Staff recommends including a condition that the building footprint must be site to comply with all setbacks, and that a 10-foot no grade buffer shall be required.***

Wetland - Dimensional Standards

The following buffer widths shall be maintained:

	Minimum Buffer Width (feet)	Parcel A Building Pad Setback	Parcel B Building Pad Setback
Type 3,4,5 wetland	50'	50'	51'
Building setback from outer edge of buffer	10'	0'	0'
Unclassified Water Bodies (Septic System)	75'	50'	70'

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On Parcel A, as shown in the submitted survey, there are 6 wetlands located on the parcel. Four are located on the west border of the parcel. Two are located on the central portion of the parcel on the east border.

Staff recommends adding a condition that the building pads may need to be moved to be compliant with the City’s setback requirements, which shall be determined after the wetland delineation is complete. Staff recommends adding additional language to the condition, that no building permits may be obtained until the wetland delineation has been completed.

There is a proposed driveway on Parcel A and Parcel B. Parcel A and Parcel B are bordered by 110th Street N on the southern property line. As proposed, a portion of the driveway on Parcel A is approximately 20 feet away from a wetland. The proposed driveway on Parcel B is approximately 50 feet away from a wetland at its closest point. As proposed, both driveways meet the setback requirement of a minimum of 5-feet from the proposed septic drainfield area, and both are setback a minimum of 5-feet from all property lines. ***Staff would recommend a driveway permit shall be obtained from the City’s Building Official when a building permit is requested to construct new homes on the parcels.***

To demonstrate the buildability of Parcel A and B, the Applicant submitted septic/soil borings which were submitted to Washington County for their preliminary review. Based on the preliminary results it appears that there is adequate area on both parcels to install a septic system to support new homes, if and when, proposed. However, the location identified on Parcel A is near the property’s proposed driveway, and therefore careful planning should be given when siting the driving to protect this area during any site construction process. ***Staff would recommend including a condition of approval that a septic permit must be acquired from Washington County prior to the city issuing a building permit for the principal structures on Parcel A or B. Additionally, staff would recommend***

There are no existing wells on the subject property. At the time of development, a well will be installed to support each home. ***Staff would recommend including a condition that when a new home is proposed on Parcel A or B that the appropriate permits to install a well be obtained prior to the city issuing a building permit.***

The subject parcel is located in the Brown’s Creek Watershed District (BCWD). The Applicant shall be required to contact the BCWD and obtain any required permits. Since two new lots will be created, the Applicant must obtain a septic permit from Washington County Environmental Services prior to obtaining a building permit for Parcel A or B.

1
2 The Planning Commission recommended approval of the proposed minor subdivision with the
3 conditions as drafted in the attached Resolution. Staff has added one condition for clarity, as noted
4 with an underline within the resolution conditions.

5
6 The following draft conditions are provided for your review and consideration:

- 7
8 1. All future structures and improvements will be subject to the applicable setback rules and
9 regulations in effect at the time of application.
- 10 2. Any proposed driveway on Parcel A or B shall be setback a minimum of 5-feet from any
11 septic system, including drainfield and the drainfields shall be protected during construction.
- 12 3. The potential building pad on Parcel A shall be moved to comply with the wetland setback
13 requirements.
- 14 4. The potential building pad on Parcel A shall be moved to comply with the city's setback
15 requirements.
- 16 5. A driveway access permit shall be obtained from the City's Building Official if, and when, a
17 new principal structure is proposed on Parcel A or B.
- 18 6. Any proposed accessory buildings on Parcel A or B shall be subject to the City's requirements
19 for size and quantity as stated in Section 32-313, or successor sections.
- 20 7. A septic permit must be acquired from Washington County prior to the city issuing a building
21 permit for a principal structure on Parcel A or B.
- 22 8. If, and when, a new home is proposed on Parcel A or B the appropriate permits to install a
23 well must be obtained prior to the city issuing a building permit.
- 24 9. If, and when, a new home is proposed on Parcel A or B, the septic area shall be protected
25 during any construction of structures or driveways.

26
27 **Council Member Rog moved to adopt Resolution No. 2020-07 as presented. Council Member**
28 **Schafer seconded the motion. Motion carried unanimously.**

29
30 **Consideration of Resolution No. 2020-08, Minor Subdivision, 9215 Ideal Avenue – City Planner**
31 **Swanson advised the applicant, Ray Gunderson, on behalf of the Owner the John/Delores Gunderson**
32 **Trust, are requesting approval of a minor subdivision of their property located at 9215 Ideal Avenue**
33 **North. The proposed request will result in two newly created lots Parcel A and Parcel B. The existing**
34 **homestead and accessory buildings are proposed to remain and are fully contained on Parcel B, and**
35 **proposed Parcel A is vacant, and no new structures are proposed as part of this application.**

36
37 A duly noticed public hearing was held on January 21, 2020 at 6:30 PM, and letters were sent to
38 individual property owners located within ¼-mile (1,320 feet) of the proposed subdivision. A couple
39 members of the public provided testimony, most which was specific to the long-term master plan of
40 the site and the proposed irregular lot line configuration.

41
42 After the public hearing closed, the Planning Commission discussed the proposed application and
43 specifically addressed the irregular lot lines that staff brought up in subsequent sections of this staff

1 report. The Applicant’s representative indicated that the reason for the irregularly shaped lots is the
 2 Applicant/Owner’s long-term plan to potentially further subdivide the property. After discussion, the
 3 Planning Commission recommended 3-2 to approve the proposed minor subdivision, and to remove
 4 the condition regarding irregular lot lines. The Planning Commission determined that the irregular lot
 5 lines have a purpose, even if the timeline is further out.

6
 7 The following staff report is generally as presented at the Public Hearing and to the Planning
 8 Commission. Additions are noted with an underline, and corrections with a ~~strikethrough~~.

9
 10 **Project Summary**

11

Owner & Applicant:	Ray Gunderson
Owner:	John/Delores Gunderson Trust
PIDs:	1603021330001
Total Acres:	79.94
Address:	9215 Ideal Avenue North
Zoning & Land Use:	A-2
Request:	Minor Subdivision to create Parcel A (10.46 Acres) and Parcel B (69.48 Acres)

12
 13 The Applicant is requesting approval of a minor subdivision to create two Parcels, Parcel A and
 14 Parcel B. There is an existing home and three accessory buildings/sheds on existing Parcel B which
 15 will remain on the lot, and Parcel A is vacant. The existing home and accessory buildings are
 16 accessed from a single driveway that connects to Ideal Avenue North on the westerly border of the
 17 subject property.

18
 19 The City’s subdivision ordinance allows for minor subdivisions as defined in Section 30-9 and 30-10.
 20 The sections of the code that relate to dimensional standards and other zoning considerations are
 21 provided for your reference:

22 Secs. 32-246

23
 24 City Planner Swasons advised the existing parcel is approximately 80-acres, is regularly shaped and
 25 oriented east-west. The westerly property line is generally bordered by Ideal Avenue north, with a
 26 small portion of the roadway extending into the property on the northwest corner where a wetland
 27 complex exists on both the east and west side of the roadway. A wetland delineation was completed
 28 in November of 2019, but a NOD has not been issued given the late date of the delineation in the
 29 growing season. Based on the report, the site includes approximately 13.98 acres of wetland, with
 30 approximately 5.33 acres located on the western quarter of the property, and the remaining 8.65 acres
 31 on the eastern half of the property. The site has rolling topography on the western half of the site, and
 32 near the wetland areas with a gentle slope in the area currently in agricultural use. The site is sparsely
 33 vegetated, with some stands of trees intermittently on the site. There is an existing homestead located

1 on the northwestern corner of the site, with three small accessory buildings/sheds. The remainder of
 2 the site is vacant and/or used for agricultural production.
 3 The adopted Comprehensive Plan sets a maximum density of 1 unit per 10 acres in the A-2 land use
 4 designation. The proposed minor subdivision/lot line rearrangement of the total 80-acres results in
 5 one additional lot, resulting in a total of two lots or 1 dwelling unit per 40 acres. The minor
 6 subdivision as proposed meets the density requirements as established in the comprehensive plan.
 7 Further, the intent of the A-2 land use designation is to promote rural residential uses, and the
 8 proposed subdivision is consistent with that objective.

9
 10 *Dimensional Standards*

11 The following site and zoning requirements in the A-2 district are defined as the following for lot
 12 standards and structural setbacks:
 13

Dimension	Standard
Lot Area	5 acres
Lot Width (public street)	300'
Lot Depth	300'
FY Setback — County Road (Centerline)	150 65'
Side Yard Setback (Interior)	20'
Rear Yard Setback	50'
Wetland Setback – Type 3,4,5	50' (no grade 10')
Maximum Height	35'
Septic System (from wetland)	75'

14
 15 *Lot Area and Lot Width*

16
 17 The proposed subdivision is depicted on Attachment B: Minor Subdivision. As shown the proposed
 18 subdivision would result in newly created Parcel A and Parcel B. The following summary of each
 19 created parcel is identified on the table below:
 20

21 **Lot Tabulation:**

Parcel	Size	Frontage/Lot Width	Lot Depth
Parcel A	10.46 Acres	377.99'	~1,000'
Parcel B*	69.48 Acres	942.55'	2,642.52'

22 **Frontage on Parcel B is non-contiguous, dimension listed is for both segments together.*

23
 24 *As proposed, both created lots meet the city's dimensional standards for size, frontage/lot width*
 25 *and lot depth.*

26
 27 *Setbacks*
 28

1 The existing homestead and accessory structures are located on proposed Parcel B and are subject to
2 the city's setback requirements since the lot will be reconfigured. As shown, the newly created Parcel
3 A results in a new side-yard property line for Parcel B. Based on the submitted site plan, the existing
4 homestead is setback approximately 155.5 feet from the northerly property line, 135.6-feet from the
5 west property line (front), 340-feet from the south property line (side) and 2,260-feet from the east
6 property line (rear). The existing home is setback 120-feet from the nearest wetland. ***As proposed, the
7 existing structures meet the City's setback requirements.***

8
9 Created Parcel A identifies a potential building pad location setback approximately 65-feet from the
10 right-of-way line which forms the western border of the lot. The building pad location is setback
11 approximately 180-feet from the north property line (side), 140-feet from the south property line and
12 700-feet from the east (rear) property line. The building pad location is setback 20-feet from the
13 nearest wetland. As proposed, the future building pad location does not meet the City's ordinances for
14 wetland setback, and the building pad location must be adjusted to meet the 50-foot setback with a
15 10-foot no-grade buffer. ***As proposed, the building pad location does not meet the City's setback
16 standards. It appears that the building pad could be shifted south approximately 50-feet to meet the
17 setback requirement, but the Septic Area may need to be adjusted/shifted to account for the shift in
18 the building pad location. Staff would recommend including a condition that the Parcel A site plan
19 be revised to show the building pad and septic area outside of all required setback areas. Staff also
20 would recommend including a condition that no building permits will be issued until the Wetland
21 delineation is approved and Notice of Decision is issued to ensure all structures and septic systems
22 are outside of all applicable setbacks.***

23 24 *Access & Driveways*

25
26 The existing home and accessory buildings are accessed from a single driveway on the northwestern
27 corner of the property. The proposed building pad on Parcel A will be accessed from a single
28 driveway. The Applicant should be aware that at the time of building permit that a driveway permit to
29 the new home will also be required. ***Staff recommends including a recommendation that a driveway
30 permit be acquired when a building permit is applied for to access the new lot.***

31 32 *Accessory Structures*

33
34 There are three existing accessory buildings/sheds on Parcel B, and there are no accessory buildings
35 on Parcel A. Parcel B is 69.48 acres, and therefore there are no limitations on the size or quantity of
36 accessory buildings. Parcel A is approximately 10.46 acres and there are no accessory buildings
37 proposed as part of this application. ***However, the Applicant should be aware that the size and
38 number of accessory buildings on 10.46 acres is limited to 4 accessory buildings with a maximum
39 combined 3,500 square feet.***

40 41 *Utilities (Septic & Well)*

42
43 The existing homestead is served by an existing septic system and well that will continue to serve
44 Parcel B. The Applicant submitted soil testing results that demonstrate that a subsurface sewage
45 treatment system can be installed on the new lot (Parcel A). However, the proposed drainfield

1 location is setback approximately 35-feet from the delineated wetland edge and does not meet the
2 City's ordinance. Additionally, as indicated in previous sections, if the house pad is moved, the septic
3 system will need to shift further to meet setbacks from a structure. As currently sited, the drainfield
4 location on Parcel A does not meet the City's ordinance. *Staff recommends including a condition*
5 *that the Applicant submit a revised site plan identifying a revised Septic Area location that meets*
6 *all applicable setbacks. Additionally, staff recommends including a condition that a septic permit*
7 *must be obtained from Washington County Environmental Services prior to a building permit*
8 *being issued for the new lot.*

9 10 *Subdivision Standards*

11
12 Sections 30-9 and 30-10 refer to Minor Subdivisions where fewer than two lots are created. Though
13 the City has typically allowed minor subdivisions to divide through metes and bounds rather than a
14 platting process, the City has required Applicants to generally follow the Design Standards identified
15 in Article III of Chapter 30. The proposed subdivision generally follows the standards, but staff has
16 identified the following for further consideration:

- 17
18 • Section 30-107 Lot Requirements subsection (a) states that, "Side lot lines shall be
19 substantially at right angles to straight street lines...unless topographic conditions necessitate
20 a different arrangement." The proposed subdivision does provide right-angles for
21 approximately 243-feet connecting to the right-of-way; however, the lot lines then become
22 irregular interior to the lot. Typically, the City has discouraged such irregular configurations
23 unless there is a reason. ~~The Applicant did not state a purpose for the irregular configuration,~~
24 ~~and staff would recommend that the lot lines be reconfigured, or a purpose stated for the~~
25 ~~proposed configuration.~~

26 The Applicant's representative indicated during the meeting that the Applicant/Owner's long-
27 term plan is to further subdivide the property, which would include the development of a cul-
28 de-sac. The "ghost plat" as it is oftentimes referred to as, shows a regular radial pattern if
29 further development and cul-de-sac were constructed. While the full subdivision was not
30 reviewed as part of this Application, the Planning Commission generally were amenable to
31 allowing the irregular lot lines given the future plans for the property. **While not discussed at**
32 **the meeting, staff would recommend adding a condition that this review process does not**
33 **approve any future subdivision of the property and that any subdivision will be required to**
34 **follow the ordinances and rules in place at the time of application.**

35
36 City Planner Swanson stated the subject parcel is located in the Rice Creek Watershed District
37 (RCWD). The Applicant shall be required to contact the RCWD and obtain any required permits.
38 Since a new lot will be created, the Applicant must obtain a septic permit from Washington County
39 Environmental Services prior to obtaining a building permit for Parcel A.

40
41 The Planning Commission recommended approval of the proposed subdivision 3-2. A draft resolution
42 with conditions is attached for your review and consideration. Staff's proposed additions are noted
43 with an underline.

1 Council Member Carr moved to adopt Resolution No. 2020-08, with the reinstatement of
2 Condition #3, “The Applicant shall reconfigure the side-lot lines and rear lot lines to create a
3 regularly shaped Parcel A and Parcel B”. Council Member Rog seconded the motion. Motion
4 carried unanimously.

5
6 City Attorney, Dave Snyder (no action items)

7
8 **NEW BUSINESS**

9
10 Consideration of Planning Commission Appointment – Council Member Schafer moved to
11 table Consideration of Planning Commission Appointments. Council Member Rog seconded
12 the motion. Motion carried unanimously.

13
14 Consideration of Extension Agreement, Ramsey Washington Suburban Cable Commission –
15 Council Member Rog made a motion to approve the Extension Agreement, Ramsey
16 Washington Suburban Cable Commission, as presented. Council Member Schafer seconded
17 the motion. Motion carried unanimously.

18
19 **UNFINISHED BUSINESS**

20
21 There was no unfinished business.

22
23 **DISCUSSION ITEMS (no action taken)**

24
25 Staff Updates (updates from Staff, no action taken)

26
27 City Council Reports/Future Agenda Items

28
29 No items were placed on a future agenda.

30
31 **COMMUNITY CALENDAR FEBRUARY 5 THROUGH FEBRUARY 29, 2020:**

32
33 Mahtomedi Public Schools Board Meeting, Thursday, February 13th and 27th, Mahtomedi
34 District Education Center, 7:00 p.m.

35 Stillwater Public Schools Board Meeting, Thursday, February 13th, Stillwater City Hall, 7:00
36 p.m.

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

38 City Office Closed, Presidents’ Day, Monday, February 17, 2020

39
40 **ADJOURNMENT**

41
42 Council Member Schafer moved to adjourn the meeting at 10:04 p.m. Council Member Giefer
43 seconded the motion. Motion carried unanimously.

1
2 These minutes were considered and approved at the regular Council Meeting March 2, 2020.
3

4
5
6
7
8
9

Kim Points, Administrator/Clerk

Jeff Huber, Mayor

DRAFT

Fund Name: All Funds

Date Range: 02/01/2020 To 02/29/2020

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
02/24/2020	Payroll Period Ending 02/29/2020	14302	Feb20	N	Clerk Salary	100-41101-100-	\$ 3,972.89
	Total For Check	14302					\$ 3,972.89
02/24/2020	Croix Valley Inspector	14303	Building Inspector	N	Building Inspection	100-42004-300-	\$ 5,801.02
	Total For Check	14303					\$ 5,801.02
02/24/2020	Waste Management	14304	Recycling - Replace Check #14260	N	Recycling	100-43011-384-	\$ 4,867.52
	Total For Check	14304					\$ 4,867.52
02/24/2020	Waste Management	14305	Recycling -	N	Recycling	100-43011-384-	\$ 5,015.92
	Total For Check	14305					\$ 5,015.92
02/24/2020	Wells Fargo	14306	Office Supplies	N	Office Supplies	100-41313-200-	\$ 68.96
	Total For Check	14306					\$ 68.96
02/24/2020	Todd Smith	14307	Monthly Assessment Services - February	N	Property Assessor	100-41208-300-	\$ 1,991.92
	Total For Check	14307					\$ 1,991.92
02/24/2020	CenturyLink	14308	City Phone	N	City Office Telephone	100-41309-321-	\$ 136.38
	Total For Check	14308					\$ 136.38
02/24/2020	Press Publications	14309	Summary Budget	N	Publishing Costs	100-41308-351-	\$ 98.68
	Total For Check	14309					\$ 98.68
02/24/2020	Lisa Senopole	14310	Video Tech	N	Cable Costs	100-41212-100-	\$ 190.00
	Total For Check	14310					\$ 190.00
02/24/2020	Finance & Commerce	14311	2020 Street Improvement Bid Notice	N	Road Expenses - Other	100-43116-320-	\$ 185.65
	Total For Check	14311					\$ 185.65
02/24/2020	Washington County Property Records	14312	2020 Election Equip Maint	N	Election Expenses	100-41303-301-	\$ 830.00
	Total For Check	14312					\$ 830.00
02/24/2020	AirFresh Industries	14313	PortaPot #37889	N	Town Hall Porta Pot	100-43007-210-	\$ 125.00
	Total For Check	14313					\$ 125.00

Fund Name: All Funds

Date Range: 02/01/2020 To 02/29/2020

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
02/24/2020	KEI Enterprises	14314	Feb20 Road Contractor	N	Animal Control	100-42006-300-	\$ 83.00
		14314			Town Hall Mowing	100-43006-300-	\$ 125.00
		14314			Ball Field Maintenance	100-43009-300-	\$ 125.00
		14314			Road Engineering Fees	100-43102-300-	\$ 166.14
		14314			Road Garbage Removal	100-43105-300-	\$ 167.00
		14314			Gravel Road Costs	100-43106-300-	\$ 20.84
		14314			Magnesium Chloride	100-43107-300-	\$ 41.67
		14314			Road Sign Replacement	100-43110-300-	\$ 83.84
		14314			Culvert Repair	100-43111-300-	\$ 20.84
		14314			Snow & Ice Removal	100-43113-300-	\$ 5,416.67
		14314			Road Brushing	100-43114-300-	\$ 2,250.00
		14314			Road Side Mowing	100-43115-300-	\$ 500.00
		14314					\$ 9,000.00
02/24/2020	Johnson Turner Legal	14315	Jan Billing	N	Legal Fees - General	100-41204-301-	\$ 1,323.00
		14315			Legal Fees - Prosecutions	100-41206-301-	\$ 1,900.00
		14315					\$ 3,223.00
02/24/2020	Hisdahl's	14316	Council Name Plate	N	Miscellaneous Expenses	100-41306-210-	\$ 13.60
		14317	Utilities	N	Town Hall Electricity	100-43004-381-	\$ 264.63
		14317			Well House Electricity	100-43010-381-	\$ 11.37
		14317			Street Lights	100-43117-381-	\$ 46.94
		14317					\$ 322.94
02/24/2020	SHC, LLC	14318	Planning	N	City Planner	100-41209-301-	\$ 1,106.50
		14318			Escrow	968-49320-301-	\$ 470.25
		14318				969-49320-301-	\$ 403.75
		14318				970-49320-301-	\$ 1,159.00
		14318					\$ 3,139.50
02/24/2020	Washington County Transportation	14319	Snow and Ice Control Inv #171163	N	Snow & Ice Removal	100-43113-210-	\$ 4,321.41
		14319					\$ 4,321.41
02/24/2020	Sprint	14320	City Cell Phone	N	Road Expenses - Other	100-43116-321-	\$ 35.06
		14320					\$ 35.06
02/24/2020	WSB & Associates	14321	Engineering - January	N	Engineering Fees - General	100-41203-301-	\$ 206.00
		14321			Road Engineering Fees	100-43102-301-	\$ 8,352.00
		14321			Special Road Projects	100-43128-301-	\$ 6,389.75

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
02/24/2020	PERA	14321	PERA	N	Clerk PERA	100-43132-301-	\$ 216.75
		14321				100-43135-301-	\$ 128.00
		Total For Check					\$ 15,292.50
02/24/2020	PERA	14322	PERA	N	Clerk PERA	100-41102-120-	\$ 399.72
		14322				100-41108-100-	\$ 346.42
		Total For Check					\$ 746.14
02/24/2020	IRS	EFT125	Payroll Taxes	N	Clerk FICA/Medicare	100-41103-100-	\$ 407.71
		EFT125				100-41105-100-	\$ 77.28
		EFT125				100-41107-100-	\$ 403.05
		EFT125				100-41109-100-	\$ 330.43
		Total For Check		\$ 1,218.47			
02/25/2020	Ray Gunderson	14323	Minor Subdivision Escrow Refund	N	Escrow	968-49320-810-	\$ 2,328.28
		Total For Check					\$ 2,328.28
02/25/2020	Joseph Ingebrand Real Estate, LLC	14324	Minor Subdivision Escrow Refund	N	Escrow	969-49320-810-	\$ 2,373.28
		Total For Check					\$ 2,373.28
		Total For Selected Checks					\$ 65,298.12

Memorandum

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

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

Date: February 24, 2020

Re: 2020 Street Improvements Project – Declaring Costs and Set Assessment Hearing.

Actions to be considered:

Resolution declaring costs and set public assessment hearing.

Facts:

- The City Council received the feasibility report at the September 3rd, 2019 regular council meeting.
- The City Council ordered the public improvement for the project following a noticed public hearing at the October 1, 2019 and November 4th, 2019 regular council meetings.
- The City Council approved the Plans and Specifications and Ordered the Advertisement for Bids on January 7, 2020 regular council meeting. Bids were received on February 6th, 2020.
- The project costs to be incurred for the improvement is \$465,080.00. Project costs includes items, such as, construction, engineering, legal, financing and administrative costs. The City has budgeted and is contributing \$42,320.00 to the Project. Therefore, the total amount to be assessed is \$422,760.00.
- Projects funded using special assessments are required by law to follow Minnesota State Statute, Chapter 429. A public hearing is required to consider the adoption of assessments. This hearing is proposed to be held at the April 7th, 2020 City Council meeting.

Action: Discussion.

Attachments: Resolution Declaring Costs, Resolution Calling for Ratifying an Assessment Hearing

CITY OF GRANT

RESOLUTION NO. 2020-09

**RESOLUTION CALLING FOR AND RATIFYING
AN ASSESSMENT HEARING
FOR THE 2020 STREET IMPROVEMENTS PROJECT**

WHEREAS, the City Council (“Council”) of the City of Grant, Minnesota (“City”) has identified 2020 Street Improvements Project, including Justen Trail North, Janero Court North and Grenelfe Avenue North, as a Capital Improvement Project for Fiscal year 2020; and,

WHEREAS, the project improvement shall include street reconstruction and reclamation, pursuant to Minnesota Statutes, Sections 429.011 to 429.111; and,

WHEREAS, estimated 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 March 2, 2020, 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 April 7th, 2020, 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 2nd day of March, 2020.

Jeff Huber, Mayor

Attest:

Kim Points, City Clerk

CITY OF GRANT

RESOLUTION NO. 2020-10

**RESOLUTION DECLARING COSTS TO BE ASSESSED AND
ORDERING PREPARATION OF PROPOSED ASSESSMENTS
FOR THE 2020 STREET IMPROVEMENTS PROJECT**

WHEREAS, the City Council ("Council") of the City of Grant, Minnesota ("City") has identified the 2020 Street Improvements Project, including Justen Trail North, Janero Court North and Grenelefe Avenue North, as a Capital Improvement Project for Fiscal Year 2020; and

WHEREAS, pursuant to Resolution 2020-02 passed by the Council January 7th, 2020, the consultant City Engineer Brad Reifsteck, WSB & Associates, prepared and published the advertisement for bids and received bids on February 6th, 2020; and,

WHEREAS, the total costs to be incurred for such improvement will be \$465,080.00; and,

WHEREAS, the City of Grant is contributing \$42,320.00 to the total project cost.

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 \$422,760.00.
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 2021 and shall bear interest at the rate of 4.50% percent.
3. The City Administrator, 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 2nd day of March 2020.

Jeff Huber, Mayor

Attest:

Kim Points, City Clerk



Memorandum

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

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

Date: February 24, 2020

Re: Pine Street Estates – Resident Petition.

Actions to be considered:

Resolution Declaring Adequacy of Petition and Ordering Preparation of Report.

Facts:

A petition was received from property owners of the area known as the Pine Tree Estates requesting a Feasibility Study be completed for roadway improvements. The streets included are as follows:

- Heron Ave (north of Highway 96th),
- 99th Street North,
- 99th Street Court North,
- 99th Street Circle North,
- 101st Street North

The signed petitions account for 35% (18 / 52) of the property owners within the project limits, the minimum required by state law and the City assessment policy, to authorize the City Engineer to prepare a Feasibility Study.

Action: Discussion.

Attachments: Resolution, Map, Petitions

CITY OF GRANT

WASHINGTON COUNTY, MINNESOTA

RESOLUTION NO. _____

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

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

1. A certain petition requesting the road paving feasibility Study of the area known as the “Pine Tree Estates” which includes Heron Ave, 99th street North, 99th street Court North, 99th street Circle North, 101st Street North, filed with the City Clerk on January 13, 2020, 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.
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 2nd day of March, 2020 by the City Council of Grant, Minnesota.

Jeff Huber, Mayor

ATTEST:

Kim Points, City Clerk

January 13, 2020

CITY OF GRANT
P.O. Box 577, 8380 Kimbro Avenue N
Grant, MN 55090

ATTENTION: Ms. Kim Points, Administrator/Clerk

REFERENCE: Petition for Road Paving Feasibility Study and Cost Proposal
Pine Tree Estates

Dear Ms. Points,

I am writing to ask the City Council to consider roadway improvements to Pine Tree Estates. Our neighborhood understands that if at least thirty-five (35) percent of the abutting properties owners sign a petition, the Council may order the completion of a Feasibility Study, the first step in the Special Assessment Process.

Enclosed herewith please find executed petitions from 12 residents of Pine Tree Estates, representing in excess of 35% of available signatures from the following roads/streets, which meets the requirement mentioned above:

Heron Ave. from Highway 96 North
99th Street North, 99th Street Court North, 99th Street Circle North
101st Street North to Hadley Ave. North

Signatures were obtained following a meeting on December 17, 2019 with Mr. Brad Reifsteak of WSB Engineering. We would like the petitions to be presented to the City Council at the next scheduled council meeting for council consideration and approval of the study and cost proposal.

Because some of the residents who desired to participate in this request were out of town, it was necessary to submit separate petitions containing the signature of Michael & Barb Kelly, Marion Abraham, and Christian Schwab.

Please let me know if you have any questions. Also, could you please confirm that our petition has been added to the council meeting agenda and also that you confirm both the time and location of the meeting.

Respectfully submitted,
Gary L. Kraus and Clifford Leach (On Behalf of Residents)
651-324-7336 and 651-426-5759
Email: garylkraus@outlook.com and cgleach40@yahoo.com Enc.

Enclosure: Signed Petitions

cc: Mr. Brad Reifsteck, P.E., WSB Engineering

PETITION FOR ROAD PAVING FEASIBILITY STUDY AND COST PROPOSAL, PINE TREE ESTATES, CITY OF GRANT

We the following residents of Pine Tree Estates petition the Grant City Council to authorize a Feasibility study and cost proposal for an asphalt road paving for the following:

Heron Ave, N. from Hwy 96, 99th St. N., 99th St. Ct. N., 99th St. Circle, N., 101st N. to Hadley Ave. N.

PRINT NAME	SIGNATURE	ADDRESS	PHONE
WIFFORD & GAIL WEAVER	<i>Gail Weaver</i>	7497 99th ST. CT. N.	651-4265759
Judy FROEHLING	<i>Judy Froehling</i>	7545-99 th ST. CT. N.	651-925-6612
Steve Gaertner	<i>Steve Gaertner</i>	7505 99th ST CT N	651-653-1122
Paul Landgraf	<i>Paul Landgraf</i>	7445 99th ST N	651-261-8262
Krist + Ed Pendergast	<i>Krist Pendergast</i>	7110 N. 101 st St	651-492-0708
JAMES + Terese Flom	<i>J Flom</i>	10030 Heron AVEN	651-324-0522
Jene + Geri Berwald	<i>Jene Berwald</i>	7570 101 ST N.	-651-429-2209
GARY + LAURIE KRAUS	<i>Laurie Kraus</i>	7334 101ST ST. N.	651-324-7336
DAVID + LISA MONSON	<i>David Monson</i>	7330 101 st ST N	612-202-0172

PETITION FOR ROAD PAVING FEASIBILITY STUDY AND COST PROPOSAL, PINE TREE ESTATES, CITY OF GRANT

We the following residents of Pine Tree Estates petition the Grant City Council to authorize a Feasibility study and cost proposal for an asphalt road paving for the following:

Heron Ave, N. from Hwy 96, 99th St. N., 99th St. Ct. N., 99th St. Circle, N., 101st N. to Hadley Ave. N.

PRINT NAME	SIGNATURE	ADDRESS	PHONE
LIFFORD & GAIL WEACH	<i>Gail Weach</i>	12/20/2019 7497 99th ST. CT. N.	651-4265759
Judy FROEHLING	<i>Judy Froehling</i>	12/20/2019 7545-99 th ST. CT. N	651-925-6612
Steve Goertner	<i>Steve Goertner</i>	12/20/2019 7505 99th ST CT N	651-653-1122 657-261-8762
Paul Landgraf	<i>Paul Landgraf</i>	12/20/2019 7445 99th ST N	651-407-0195
Kris + Ed Pendergast	<i>Kris Pendergast</i>	12/21/2019 7110 N. 101 st St	651-492-0708
JAMES + Terese Flom	<i>J Flom</i>	12/21/2019 10030 Heron AVEN	651-324-0522
Michael & Barbara Kelly	<i>Barbara D. Kelly</i>	9709 Heron Ave. N 11/1/2020	651-762-1776

PETITION FOR ROAD PAVING FEASIBILITY STUDY AND COST PROPOSAL, PINE TREE ESTATES, CITY OF GRANT

We the following residents of Pine Tree Estates petition the Grant City Council to authorize a Feasibility study and cost proposal for an asphalt road paving for the following:

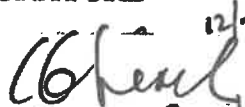



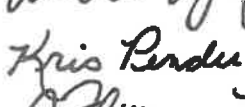
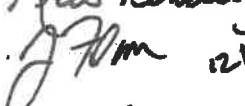
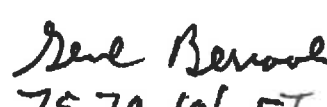
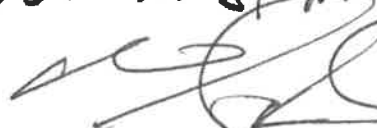
Heron Ave, N. from Hwy 96, 99th St. N., 99th St. Ct. N., 99th St. Circle, N., 101st N. to Hadley Ave. N.

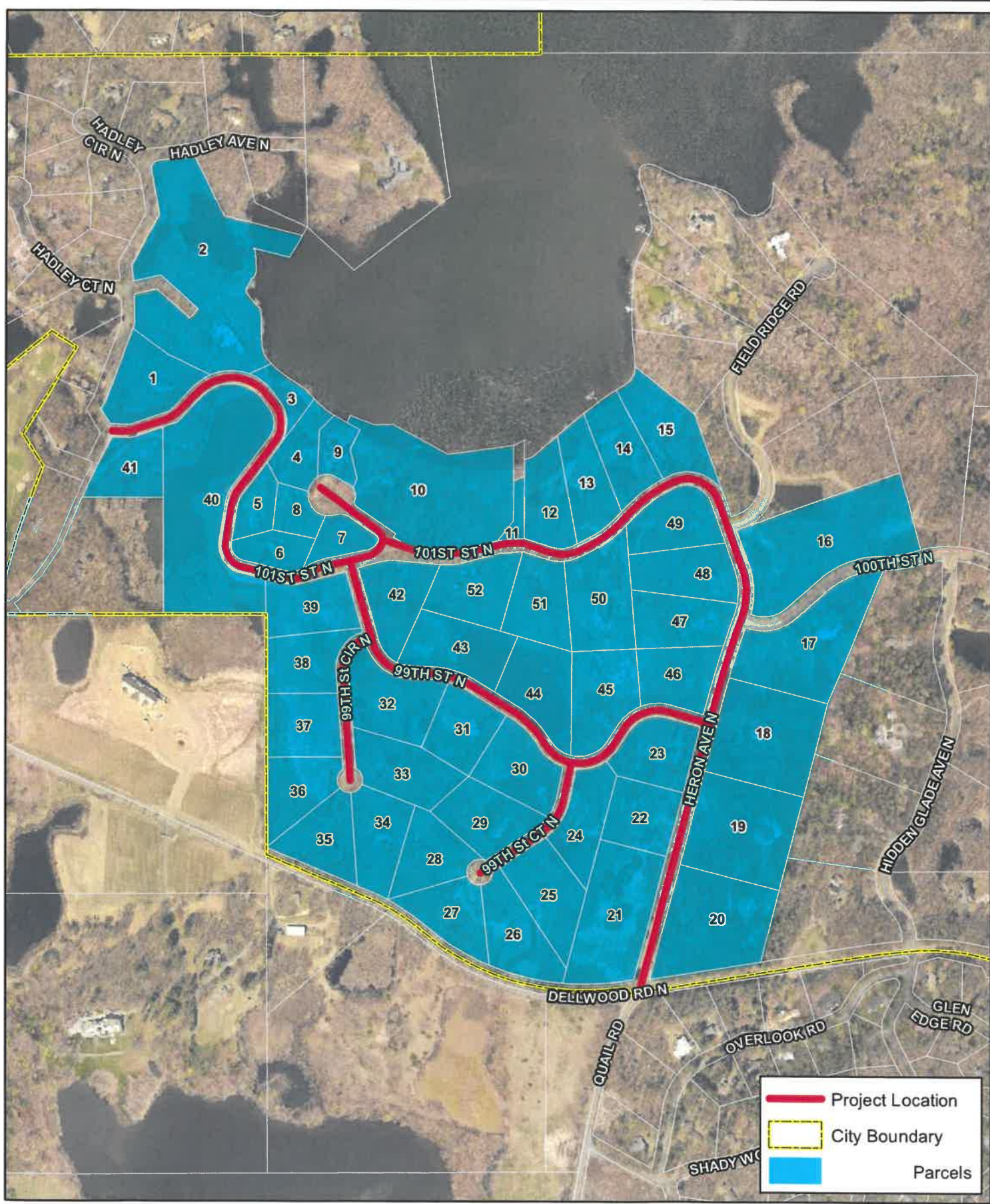
PRINT NAME	SIGNATURE	ADDRESS	PHONE
WIFFORD & GAIL WEFCH	<i>Gail Wefch</i>	12/20/2019 7497 99th ST. CT. N.	651-4265759
Judy FROEHLING	<i>Judy Froehling</i>	12/20/2019 7545-99 th ST. CT. N	651-925-6618
Steve Coertner	<i>Steve Coertner</i>	12/20/2019 7505 99th ST CT N	651-653-1122 651-261-8262
Paul Landgraf	<i>Paul Landgraf</i>	12/20/2019 7445 99th ST N	651-407-0195
Kris + Ed Pendergast	<i>Kris Pendergast</i>	12/21/2019 7110 N. 101 st St	651-492-0708 651-324-0522
JAMES + Terese Flom	<i>J Flom</i>	12/21/2019 10030 Heron AVEN	
MARION ABRAHAM	<i>Marion Abraham</i>	1-1-20 7413 99th ST. CIR. N.	651-426-1109

PETITION FOR ROAD PAVING FEASIBILITY STUDY AND COST PROPOSAL, PINE TREE ESTATES, CITY OF GRANT

We the following residents of Pine Tree Estates petition the Grant City Council to authorize a Feasibility study and cost proposal for an asphalt road paving for the following:

Heron Ave, N. from Hwy 96, 99th St. N., 99th St. Ct. N., 99th St. Circle, N., 101st N. to Hadley Ave. N.

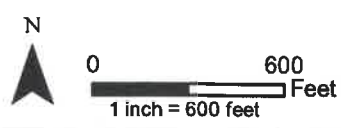
PRINT NAME	SIGNATURE	ADDRESS	PHONE
WIFFORD & GAIL WEAVER		12/20/2019 7497 99th ST. CT. N.	651-4265759
Judy FROEHLING		12/20/2019 7545-99 th ST. CT. N	651-925-6612
Steve Goertner		12/20/2019 7505 99th ST CT N	651-653-1122 657-261-8762
Paul Landgraf		12/20/2019 7445 99th ST N	651-407-0195
Kris + Ed Pendergast		12/21/2019 7110 N. 101 st St	651-492-0708 G
JAMES + Terese Flom		12/21/2019 10030 Heron AVEN	651-324-0522
Jene & Geri Berwald		7570 101 ST N	-651-429-2209
CHRISTIAN SCHAUB		7200 101 st ST N	651-503-6591



Project Location Map

2021 Street Improvements

Grant, MN



CITY OF GRANT

WASHINGTON COUNTY, MINNESOTA

RESOLUTION NO. 2020-12

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

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

1. A certain petition requesting the road paving feasibility Study of the area known as the “Pine Tree Estates” which includes Heron Ave, 99th street North, 99th street Court North, 99th street Circle North, 101st Street North, filed with the City Clerk on January 13, 2020, 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.
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 2nd day of March, 2020 by the City Council of Grant, Minnesota.

Jeff Huber, Mayor

ATTEST:

Kim Points, City Clerk

Project Proposal

Proposal Submitted To:

City of Grant

 (Name)

111 Wildwood Rd

 (Address)

Willernie, Mn

 (City, State, Zip)

651 426 3383

 (Phone) (Fax)



www.arcpavinginc.com

Asphalt Restoration Company Inc.

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- Bobcat Grading
- Class 5 Driveways
- Light Demolition
- Snow Removal

Ryan Conlin
 (651) 307-5777
 ryan@arcpavinginc.com

Ben Philipson
 (651) 206-9125
 ben@arcpavinginc.com

We hereby propose to furnish all materials and necessary equipment, and perform all labor necessary to complete the following work:

Pricing for road patching:

\$595 per hr flat rate for company and all equipment necessary for patching projects (excluding use of paver).

-Minimum 5 personnel for projects

-Signage

-Trucks or Asphalt Hot Box

-Rollers

-Skidsteer(s) with attachments (bucket/ broom/ cutter)

-High power blowers

All material is guaranteed to be as specified above and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

\$0.00 with payments to be made as follows:

Limited two year warranty on defective materials and workmanship. Excluded from the warranty are frost cracks, damage from petroleum products, puncturing from sharp objects, **tire smudges due to excessive heat**, cracking as a result of root movement from trees or any other vegetation. A slope of at least %1.2 is required to guarantee water drainage. **Puddling** may occur with less than %1.2 slope to work with. **Overlays** are excluded from the warranty due to the inability to correct structural flaws. If ARC Paving is forced to pave over **soft or unstable** soil the warranty is void. We will make a recommendation to begin use of your new surface upon completion of the project.

Respectfully submitted,

Contractor's Name: ARC Paving Address: P.O. 401

By: Ryan City: Hugo State: MN Zip: 55038

Contractor's License #: _____ Phone: _____ Fax: _____

Note: This proposal may be withdrawn by us if not accepted within 60 days

ACCEPTANCE OF PROPOSAL

You are hereby authorized to furnish all material, equipment and labor required to complete the work described in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal and according to the terms therefore.

(Date)

(Owner/ Contractor)



STAFF REPORT

To: Mayor and City Council
Kim Points, City Clerk

Date: February 24, 2020

CC: David Snyder, City Attorney

RE: Application for a Conditional Use Permit (CUP) for a Wildlife Rehabilitation Center on property located at 10629 Jamaca Avenue N

From: Jennifer Haskamp
Consulting City Planner

Summary of Request & Background

The Applicant, Wildlife Rehabilitation Center of Minnesota, has applied for a Conditional Use Permit to allow for the construction and operation of a wildlife rehabilitation facility. At the regular meeting on February 4, 2020 staff provided a detailed presentation addressing the proposed operations and site configuration. After discussion, consideration of the planning commission recommendation, and public testimony the City Council determined that additional information was needed prior to making a final decision. The following staff report provides a summary of the revised, updated and/or supplemental information provided since the February meeting. Please reference your staff report dated January 28, 2020 for specific information, as this memo only summarizes the supplementation information received since the February meeting. Given the additional information the draft Conditional Use Permit has been updated to reflect the additional information.

City Council requested information:

At the February 4, 2020 meeting, the City Council requested that the site plan be updated to demonstrate the demolition plan, and to identify new structures. The City Council requested additional information and data regarding anticipated daily traffic and parking needs to support the facility.

Activities since February City Council Meeting

Since the meeting, the Applicant has provided the following additional information:

- Supplemental Narrative Dated February 20, 2020
- Updated and Revised Site Plan
- Traffic Memo/Trip Generation Statement prepared by Traffic Impact Group

The following staff report is provided for your review and consideration of the supplemental information provided by the Applicant.



Updated and Revised Site Plan

The site plan dated February 21, 2020 has been updated to show 1) revised building locations in a more ‘campus’ type of configuration; 2) the relocated Waterfowl structure to meet applicable setbacks; 3) revised parking area to accommodate 35-vehicles; 4) proposed screening/landscape areas; and 5) demolition plan.

The provided Site Plan is an improvement from the plan reviewed by the Planning Commission and City Council as it more clearly demonstrates the intended uses for the site. As noted in the Applicant’s supplemental narrative, all caging areas denoted adjacent to structures will not be enclosed and instead will be double fenced areas. As a result, the following inventory of accessory structures is provided:

Table 1: Accessory Building Tabulation

Facility Type	Size	Number	Total SF
Existing Accessory Buildings	Various	12	~9,845
Proposed Accessory Buildings to be demolished	Various	6	~(2,925)
Proposed Main Nursery Facility	~60’ x 100’	1	~6,000
Waterfowl Facility	~60 x 100’	1	~6,000
Estimated Total Accessory Buildings			18,920 SF

At the City Council meeting, Council members requested that the site contain no more than 20,000 square-feet of accessory structures. As proposed, the total square footage meets this request. Staff has updated the draft CUP to reflect that no more than 20,000 square feet of accessory building may be on site, and if additional square-footage is requested that an amendment to the permit would be required.

Setbacks

All proposed structures and caging areas have been moved to meet a minimum setback of 100-feet from all property lines. Additionally, the Waterfowl structure has been moved and is more than 400-feet from the wetland/pond edge, and is setback approximately 80-feet from the steep slope area. The Applicant will be required to work with the Browns Creek Watershed District (BCWD) during the permitting process to ensure the proposed structures meet their applicable setback requirements. The Main Nursery Structure has been relocated further east on the site, and the associated caging areas are setback approximately 100-feet from the ridge of the steep slope. Staff recommends that at the time of building permit application that the City Engineer and the BCWD review the site location to ensure that all setback requirements are met.

Landscape Plan

A detailed landscape plan, including plant schedule, is not provided but the Site Plan has been updated to include proposed coniferous screening areas. These areas are identified in locations around the perimeter of the “building campus” to reduce the visual impact of the activities from adjacent properties. The Coniferous Screening areas are identified along 107th Street N., north of the proposed Nursery Structure and caging areas, as well as along the northeastern corner of the property. Additional structuring is proposed southwest of the Waterfowl Structure. Staff appreciates the Applicant’s forethought in providing screening, but additional



details regarding these areas should be incorporated into the final permit if they are a requirement of the permit. Staff would request the City Council discuss this requirement, and offers the following considerations:

- A condition could be incorporated that the Applicant must contact the Washington Conservation District to prepare a landscape plan, including plant schedule, and such plan shall be submitted to the City for review and approval by the City Planner and Engineer.
- The Applicant could be required to prepare a detailed landscape plan that includes a plant schedule. Typically, we have required a landscape guaranty for such conditions to cover the landscaping for not less than 2-years.
- A condition could be incorporated that once the landscape plan has been approved, that such landscaping shall remain in good health, or replaced, into perpetuity.
- Or, the City Council could determine that the landscaping is not a condition of the permit, but could encourage the Applicant to make such improvements.

Parking Lot and Plan

The proposed parking area now encompasses 10,000 square feet which can accommodate approximately 33-vehicles. In meeting with the Applicant, there is additional parking available on the current graveled areas to the east of the existing principal structure that can accommodated between 5 and 7 vehicles. If both areas are considered collectively, in addition to potential parking areas near the Main Nursery Structure, there is adequate parking provided based on the Applicants described operations. The Applicant did not include any information regarding proposed surface type. However, when staff met with the Applicant after the February Council meeting, he indicated that he does not want to pave the area but would prefer to use an alternate surface type that is more porous and sustainable. Specific specifications were not provided.

The Site Plan also notes that the parking area will be “illuminated” but does not provide details or specifications regarding the lighting. Given the location of the parking area, and the potential light fixture type and height, it may not be visible from any right-of-way or adjacent residential uses. However, staff would recommend that a light detail and potential photometric plan be provided so that staff can review and approve such lighting plan prior to issuance of a building permit for the Main Nursery, Waterfowl Structure or a grading permit for the parking lot.

While the size is adequate, the surface type is still unknown. Staff recommends including a condition that the parking lot design and plan be completed to the satisfaction of the City Engineer and City Building Official prior to a building permit being issued for any new structure on the site.

Traffic Memo/Trip Generation Statement

The Applicant engaged Traffic Impact Group to prepare a trip generation statement for the proposed operations (see attached Memo dated February 17, 2020). As noted, there is an anticipated 152 daily trips to and from the site. Staff passed this memo onto Washington County for their review and consideration. At the time of this memo, a formal response from the Traffic Engineer has not been provided, but their Planner Ms. Terwedo has indicated that they still have concerns about the access into and out of the site from the existing driveway.



Staff is working with the Applicant and the County to determine if a meeting is needed to discuss the operations and find an acceptable solution to all parties. Staff has indicated to the County that the City does not want access from 107th Street, and that solution must be identified Jamaca. Staff will provide a verbal update of any progress at the City Council meeting. A condition has been included in the permit to indicate that access must come from Jamaca, and that is the responsibility of the Applicant to work with the County to identify a permanent solution.

Action requested:

Staff has provided a revised draft CUP, and resolution for your review and consideration.

Attachments

- Exhibit A: Narrative dated February 20, 2020
- Exhibit B: Revised Site Plan dated February 21, 2020
- Exhibit C: Trip Generation Statement dated February 17, 2020
- Exhibit F: Conditional Use Permit
- Exhibit G: Resolution 2020-09

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2020-06**

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR
10629 JAMACA AVENUE NORTH
(THE WILDLIFE REHABILITATION CENTER)**

WHEREAS, The Wildlife Rehabilitation Center (“Applicant”) has submitted an application for a Conditional Use Permit to operate a Wildlife Rehabilitation Center at the property located at 10629 Jamaca Avenue North (“Subject Property”) in the City of Grant, Minnesota; and

WHEREAS, the proposed operations and facilities are intended to be phased over time; and

WHEREAS, the Applicant intends to use the existing accessory buildings and principal structure on the site for its initial operations; and

WHEREAS, the Applicant’s narrative and Site Plan represent the full build out and operations of the proposed use; and

WHEREAS, the Planning Commission has considered the Applicant’s request at a duly noticed Public Hearing which took place on January 21, 2020; and

WHEREAS, on January 21, 2020 the Planning Commission recommended approval of the application subject to certain conditions; and

WHEREAS, the City Council has considered the recommendation of the Planning Commission and the Applicant’s request at a regular City Council meeting which took place on February 4, 2020; and

WHEREAS, the City Council requested additional information from the Applicant, and has considered supplemental information at a regular City Council meeting which took place on March 3, 2020.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA, that it does hereby approve the request of The Wildlife Rehabilitation Center for a Conditional Use Permit, based upon the following findings pursuant to Section 32-147 of the City's Zoning Ordinance which provides that a Conditional Use Permit may be granted "if the applicant has proven to a reasonable degree of certainty" that specific standards are met. The City Council's Findings relating to the standards are as follows:

- The Wildlife Rehabilitation Center use conforms to the City's Comprehensive Plan for rural residential and agricultural uses.
- The Wildlife Rehabilitation Center will not be detrimental to or endanger the public health, safety or general welfare of the city, its residents, or the existing neighborhood.
- The Wildlife Rehabilitation Center is compatible with the existing large-lot rural neighborhood setting provided the conditions of the Conditional Use Permit are met.
- The Wildlife Rehabilitation Center operations meets the conditions or standards adopted by the city through resolutions or other ordinances.
- The Wildlife Rehabilitation Center operations will not create additional requirements for facilities and services at public cost beyond the city's normal low-density residential and agricultural uses.

FURTHER BE IT RESOLVED that the following conditions of approval of the Conditional Use Permit shall be met:

1. The Applicant shall meet and comply with all of the conditions stated within the Conditional Use Permit dated March 3, 2020 (the "Permit").
2. The Permit shall be reviewed in compliance with the City's CUP review process, which may be on an annual basis.
3. Any violation of the conditions of the Permit may result in the revocation of said Permit.
4. All escrow amounts shall be brought up to date and kept current.
5. The Owner shall obtain any necessary permits from Washington County, Minnesota Department of Health, Browns Creek Watershed District, Washington Conservation District, the MPCA or any other regulatory agency having jurisdiction over the proposed use, which are necessary in carrying out its operations on the premises.

Adopted by the Grant City Council this 3rd day of March 2020.

Jeff Huber, Mayor

State of Minnesota)
) ss.
County of Washington)

I, the undersigned, being the duly qualified and appointed Clerk of the City of Grant, Minnesota do hereby certify that I have carefully compared the foregoing resolution adopted at a meeting of the Grant City Council on _____, 2020 with the original thereof on file in my office and the same is a full, true and complete transcript thereof.

Witness my hand as such City Clerk and the corporate seal of the City of Grant, Washington County, Minnesota this ____ day of _____, 2020.

Kim Points
Clerk
City of Grant

**WILDLIFE REHABILITATION CENTER
CONDITIONAL USE PERMIT
CITY OF GRANT**

APPLICANT: Wildlife Rehabilitation Center

LEGAL DESCRIPTION: Attachment A

PID: 0903021140003, 1003021230004

ZONING: A-1

ADDRESS: 10629 Jamaca Avenue North
Grant, MN

DATE: ~~February 4~~ March 3, 2020

This is a Conditional Use Permit to allow for the operation of a Wildlife Rehabilitation Center as shown on the Site Plan (~~December 3, 2019~~ February 21, 2020) and within the narrative dated December 2019 and February 20, 2020. Any expansion of the Wildlife Rehabilitation Center facilities, or intensification of the operations, shall require an amendment to this Conditional Use Permit.

All uses shall be subject to the following conditions and/or restrictions imposed by the City Council, City of Grant, Washington County, Minnesota, and applicable ordinances, statutes or other laws in force within the City:

1. ~~This Permit shall be recorded against both PIDs, and shall only be valid if both properties are considered collectively.~~ The Applicant shall be required to combine both PIDs, and record this Permit with the combination.
2. ~~The Applicant shall submit an updated site plan that shows the revised location of caged areas attached to the Main Nursery Facility so that such improvements are outside of the 100-foot setback.~~
2. The Site Plan dated 2/21/2020 shall be attached to this Permit, and all improvements permitted in this Permit shall be consistent with the Site Plan.
3. The Applicant shall be required to obtain an Access Permit from Washington County for access from Jamaca Avenue N. The Access Permit, or an agreeable plan with Washington County, shall be submitted to the City prior to any building permit being issued on site.
4. ~~The Applicant shall design a parking lot to support a minimum of 35 vehicles. The Applicant shall be required to submit a design for the parking lot. The parking lot design shall that includes the proposed materials, grading, and full specifications for review and approval by the City Engineer. The City Engineer shall approve such plan prior to the issuance of a building permit for the Main Nursery or Waterfowl Structures.~~

- 3.5. Specifications, which may include a photometric plan, for the “illumination” associated with the parking lot shall be submitted to the City Staff for review and approval. If it is determined that such illumination will be visible from adjacent residential properties, or does not comply with the City’s ordinances, an amendment to this Permit shall be required.
- 4.6. The Applicant shall work with the Building Official to determine if ADA compliance parking stalls are required, and if so, to determine the location of such stalls and acceptable surface materials shall be reviewed and approved by City Staff.
- 5.7. The Applicant shall obtain a building permit for all proposed structures, including the Cages as denoted on the Site Plan.
- 6.8. The Applicant shall complete a Wetland Delineation (edge determination) for the pond/wetland area to ensure the proposed Waterfowl and Caging/Ponds are located outside of all applicable setbacks. The Wetland Delineation shall be completed prior to any building permit being obtained for the facilities. A wetland delineation may be requested by the City Staff depending on final proposed location of the Main Nursery or Waterfowl Structures, and final delineation shall be made prior to a building permit being issued.
7. The Applicant shall submit an updated site plan that shows the Waterfowl Facility and the associated Cage and Pond Areas outside of all steep slope setbacks. Such plan shall be reviewed and approved by the City Staff.
- 8.9. The hours of operation on the site shall be limited to 7 am to 10 pm, except in emergency situations.
- 9.10. _____ The number of interns residing in the house shall not exceed ~~five~~our (54) individuals.
- 10.11. _____ No patients (animals) shall be cared for on-site that do not have an established breeding season in Minnesota. No exotic species shall be permitted.
- 11.12. _____ The Cage areas shall be cleaned on a daily basis, and caging activities conducted consistent with the Applicant’s narrative.
- 12.13. _____ All Caged areas shall be double caged, and all fencing and/or caging maintained in good repair to prevent patients from escaping the enclosures.
- 13.14. _____ No on-site release shall be permitted from the site.
- 14.15. _____ All animal carcasses shall be removed quickly and taken to the University of Minnesota St. Paul campus for proper handling.
- 15.16. _____ A grading plan shall be submitted to the City Engineer at time of any improvements on the site, and it shall be the determination of the City Engineer as to if a stormwater management plan is required due to the full-build out the site for the proposed use.
- 16.17. _____ The Applicant shall obtain all necessary permits from the Browns Creek Watershed District prior to any building permits being issued for the Main Nursery Building, the Waterfowl facility, the parking lot or any large-scale improvement on the site which exceeds their minimum thresholds.
- 17.18. _____ The Applicant shall maintain and manage all facilities, fenced areas and cages to ensure the security of the animals onsite.

- 18.19. A fence detail for all fenced areas shall be provided to demonstrate compliance with the City's ordinance section 32-315.
- 19.20. The Applicant shall monitor traffic internal to the site to ensure the access driveways are passable, and that parking occurs only in designated spaces.
- 20.21. The Applicant shall contact Washington County Environmental Services regarding required upgrades to the Septic System prior to any building permit being issued for any new structures on the site.
- 21.22. All structures constructed in the future shall be required to follow the City's ordinances, rules and regulations in place at the time of construction.
- 22.23. Approval of a Main Nurse Facility, with the conceptual architecture submitted with this Application, not to exceed 6,000 square feet in the proposed location is permitted provided all necessary permits are obtained. The Applicant shall work with the Building Official regarding applicable commercial building codes when more details regarding the facility are provided.
- 23.24. Approval of ~~the a~~ Waterfowl Facility not to exceed 6,000 square feet is permitted in the proposed location, provided the facility is consistent with the architecture shown in the conceptual plans and is sited consistent with the Site Plan. The Applicant shall work with the Building Official regarding applicable commercial building codes when more details regarding the facility are provided.
25. The Applicant must comply with the BCWD's permit requirements, including setbacks from the wetland edge and the steep slope requirements when siting ~~the proposed Waterfowl Facility~~ any new facility. If at the time of building permit application, it is determined that the building must move more than 100-feet in any direction, an amendment to this Permit may be required.
- 24.26. The Applicant shall be limited to a maximum of 20,000 square-feet of total accessory building area, which is consistent with the Site Plan. Any modifications that would increase accessory building or structure area, including structures within the caging areas, may require an amendment to this Permit.
- 25.27. All structures shall be sited outside of all required setbacks, and all structures shall be setback a minimum of 100-feet from any property line.
- 26.28. No accessory buildings may be use as additional living quarters.
29. All structures shall not exceed 35-feet in height.
- 27.30. All lighting, including that noted on the Site Plan for the parking lot, shall be required to comply with the City's Ordinance Section 32-321.
31. No public events are permitted as part of this Permit.
- 28.32. If a new well is needed in the future, the Applicant shall obtain all necessary permits, and that such location shall meet all setbacks given the intended use of the property for wildlife rehabilitation.
- 29.33. The Applicant shall contact the MPCA and provide a written correspondence to the City regarding the necessity for any additional permitting regarding waste disposal on site.

30.34. No signage is approved as part of this permit. Any future signage shall be subject to the sign ordinance in place at time of application and may require an amendment to the CUP.

31.35. All operations on site shall meet the MPCA's noise standards and regulations.

32.36. It shall be the responsibility of the Applicants to obtain all necessary permits from Washington County, MPCA, Browns Creek Watershed District, Washington County Soil and Water Conservation District, or any other agency having jurisdiction over the subject use.

33.37. Any future expansion or intensification of the Wildlife Rehabilitation Center operations shall require an amendment to the Permit. Intensification shall include, but not limited to: additional facilities/accessory buildings (not sheds) beyond those identified on the site plan, expansion of the parking lot beyond 33-stalls, substantial increase to the number patients (animals) identified in the narrative, etc.

~~34. No public events are permitted as part of this Permit.~~

35.38. All escrow amounts shall be brought up to date and kept current.

36.39. This permit shall be reviewed in compliance with the City's CUP review process, which maybe on an annual basis.

37.40. Any violation of the conditions of this permit may result in the revocation of said permit.

IN WITNESS WHEREOF, the parties have executed this agreement and acknowledge their acceptance of the above conditions.

CITY OF GRANT:

Date: _____

Jeff Huber, Mayor

Date: _____

Kim Points, City Clerk

State of Minnesota)
)ss.
County of Washington)

On this _____ day of _____, 2020, before me, a Notary Public, personally appeared Jeff Huber and Kim Points, of the City of Grant, a Minnesota municipal corporation within the State of Minnesota, and that said instrument was signed on behalf of the City of Grant by the authority of the City Council, and Jeff Huber and Kim Points acknowledge said instrument to be the free act and deed of said City of Grant.

Notary Public

APPLICANT/OWNER:
Wildlife Rehabilitation Center of MN

Date: _____

By: _____

Its: _____

Date: _____

Kim Points, City Clerk

State of Minnesota)
)ss.
County of Washington)

On this _____ day of _____, 2020, before me, a Notary Public, personally appeared _
_____ the Owner who acknowledged that said instrument was authorized and
executed on behalf of said Applicant.

Notary Public

EXHIBIT A



DEPARTMENT OF THE INTERIOR
 U.S. FISH AND WILDLIFE SERVICE
 Migratory Bird Permit Office
 5600 American Blvd West, Suite 990 - Bloomington, MN 55437-1458
 Tel: 612-713-5436 Fax: 612-713-5393
 Email: permitsR3MB@fws.gov

2. AUTHORITY-STATUTES
 16 USC 703-712

REGULATIONS
 50 CFR Part 13
 50 CFR 21.31

FEDERAL FISH AND WILDLIFE PERMIT

1. PERMITTEE

WILDLIFE REHABILITATION CENTER OF MINNESOTA
 C/O LESLIE REED
 2530 DALE STREET NORTH
 ROSEVILLE, MN 55113
 U.S.A.

3. NUMBER
MB097687-0

4. RENEWABLE
 YES
 NO

5. MAY COPY
 YES
 NO

6. EFFECTIVE
 04/01/2016

7. EXPIRES
 03/31/2021

8. NAME AND TITLE OF PRINCIPAL OFFICER *(If #1 is a business)*
 LESLIE REED
 DVM

9. TYPE OF PERMIT
 REHABILITATION

10. LOCATION WHERE AUTHORIZED ACTIVITY MAY BE CONDUCTED

Wildlife Rehabilitation Center of MN 2530 Dale St. Roseville, MN 55113	Carpenter Nature Center 12805 St. Croix Trail Hastings, MN 55033 Songbirds & Waterfowl only
--	--

11. CONDITIONS AND AUTHORIZATIONS:

A. GENERAL CONDITIONS SET OUT IN SUBPART D OF 50 CFR 13, AND SPECIFIC CONDITIONS CONTAINED IN FEDERAL REGULATIONS CITED IN BLOCK #2 ABOVE, ARE HEREBY MADE A PART OF THIS PERMIT. ALL ACTIVITIES AUTHORIZED HEREIN MUST BE CARRIED OUT IN ACCORD WITH AND FOR THE PURPOSES DESCRIBED IN THE APPLICATION SUBMITTED. CONTINUED VALIDITY, OR RENEWAL, OF THIS PERMIT IS SUBJECT TO COMPLETE AND TIMELY COMPLIANCE WITH ALL APPLICABLE CONDITIONS, INCLUDING THE FILING OF ALL REQUIRED INFORMATION AND REPORTS.

B. THE VALIDITY OF THIS PERMIT IS ALSO CONDITIONED UPON STRICT OBSERVANCE OF ALL APPLICABLE FOREIGN, STATE, LOCAL, TRIBAL, OR OTHER FEDERAL LAW.

C. VALID FOR USE BY PERMITTEE NAMED ABOVE.

D. This permit authorizes you to:

- (1) take from the wild or receive from another person sick, injured, or orphaned migratory birds and to possess them and provide rehabilitative care for them;
- (2) transport such birds to a suitable habitat for release, to another permitted rehabilitator's facilities, or to a veterinarian;
- (3) transfer, release, or euthanize such birds;
- (4) transfer or otherwise dispose of dead specimens; and
- (5) receive, stabilize, and transfer within 48 hours types of migratory bird species not authorized by your permit, in cases of emergency.

E. You may not salvage and must immediately report to the U.S. Fish and Wildlife Service Office of Law Enforcement any dead or injured migratory birds that you encounter that appear to have been poisoned, shot, electrocuted, have collided with industrial power generation equipment, or were otherwise killed or injured as the result of potential criminal activity. See FWS OLE contact information below.

F. Any person responsible for the permitted activities when you or a subpermittee are not present must either possess his or her own Federal rehabilitation permit or be authorized as your subpermittee by being named in writing to your issuing migratory bird permit office.

G. You and any subpermittees must comply with the attached Standard Conditions for Rehabilitation Permits. **These standard conditions are a continuation of your permit conditions and must remain with your permit.**

For suspected illegal activity, immediately contact USFWS Office of Law Enforcement at: 651-778-8360

ADDITIONAL CONDITIONS AND AUTHORIZATIONS ALSO APPLY

12 REPORTING REQUIREMENTS

ANNUAL REPORT DUE: 01/31
 You must submit an annual report to your Regional Migratory Bird Permit Office each year, even if you had no activity. Form: www.fws.gov/forms/3-202-4.pdf

ISSUED BY

TITLE
 CHIEF, MIGRATORY BIRD PERMIT OFFICE - REGION 3

DATE
 02/02/2016



Standard Conditions Rehabilitation Permits 50 CFR 21.31

All of the provisions and conditions of the governing regulations at 50 CFR part 13 and 50 CFR part 21.31 are conditions of your permit. Failure to comply with the conditions of your permit could be cause for suspension of the permit. The standard conditions below are a continuation of your permit conditions and must remain with your permit. If you have questions regarding these conditions, refer to the regulations or, if necessary, contact your migratory bird permit issuing office. For copies of the regulations, or to obtain contact information for your issuing office, visit: <http://www.fws.gov/migratorybirds/mbpermits.html>.

1. You must report within 24 hours to the migratory bird permit issuing office the acquisition of any (dead or live) bald eagle(s) or golden eagle(s) or species listed as threatened or endangered under the Endangered Species Act found in 50 CFR 17. The issuing office will determine disposition of all eagles and threatened and endangered species.

For a list of threatened and endangered species in your state, visit the U.S. Fish and Wildlife Service's Threatened and Endangered Species System (TESS) at: <http://www.fws.gov/endangered>.

2. All birds that recuperate must be released to the wild in an appropriate habitat for the species as soon as environmental conditions allow. Your local State Wildlife Agency may recommend appropriate release sites.
4. You must receive prior authorization from the migratory bird permit issuing office to hold migratory birds requiring additional rehabilitation of more than 180 days.
5. You must take every precaution to avoid imprinting migratory birds in your care to humans. If a bird becomes imprinted to humans while under your care, you will be required to transfer the bird as directed by the migratory bird permit issuing office.
6. You are required to euthanize any migratory bird that will not be able, even after medical treatment and rehabilitation, to perch upright and/or ambulate without inflicting additional injuries to itself. You must euthanize any bird that has sustained injuries requiring amputation of a wing at the elbow (humero-ulnar joint) or above, a leg or a foot, and/or is blind, unless the conditions of 50 CFR 21.31(e)(4)(iii) are met. You must follow the American Veterinary Medical Association Guidelines on Euthanasia (http://www.avma.org/issues/animal_welfare/euthanasia.pdf).

You are required to contact the migratory bird permit issuing office prior to euthanizing migratory bird species listed as threatened or endangered. If Service personnel are not available, you may euthanize threatened and endangered migratory birds without authorization when prompt euthanasia is warranted by humane considerations.

7. This permit does not authorize the use of injured/recovering migratory birds for educational purposes. You may not display to the public the migratory birds held under this permit unless you use video equipment or barriers that will prevent birds from exposure to noise and other human impacts above the level that the birds would normally encounter in their natural habitats. If at any time a device that allows the public to view birds causes stress or harm, or impedes the rehabilitation of any bird, it must be discontinued immediately.
8. You may possess a limited number of feathers (excluding eagle feathers) for imping purposes only.
9. This permit does not authorize any necropsy to be performed on any eagles or threatened or endangered species without prior approval from the migratory bird permit issuing office.

10. You may assist property owners with removing migratory birds, eggs or nestlings from the interior of buildings in accordance with 50 CFR 21.12(d) and provide rehabilitative care.
11. If you encounter a migratory bird with a Federal band issued by the U.S. Geological Survey **Bird Banding Laboratory**, Laurel, MD, report the band number to **1-800-327-BAND (2263)** or <http://www.reportband.gov/>.
12. Your facilities and equipment and any subpermittee's facilities and equipment must be adequate for each species you intend to rehabilitate. All live migratory birds must be maintained under humane and healthful conditions.

All locations where you or subpermittees will care for migratory birds must be listed on your permit. With the exception of containers for passerine nestlings at off-site locations, all facilities must be pre-approved by the migratory bird permit issuing office.

Criteria used for evaluating and inspecting all facilities used for migratory bird rehabilitation will be based on guidelines established by the National Wildlife Rehabilitators Association and International Wildlife Rehabilitation Council's Minimum Standards for Wildlife Rehabilitation, 3rd edition, 2000.

This publication is available from the National Wildlife Rehabilitators Association at www.nwrawildlife.org/pubs.asp or the International Wildlife Rehabilitation Council at www.iwrc-online.org/pub/Standards%203rd%20Edition.pdf.

13. Migratory birds must be separated from pets. Migratory birds must also be separated from human living or work space or migratory birds held under other permit authorization except as necessary to receive appropriate rehabilitative care.
14. You may transfer migratory birds to other qualified permitted migratory bird rehabilitators for care or release.
15. You may transfer live nonreleasable migratory birds that are suitable for use in educational programs, foster parenting, research projects, or other permitted activities to qualified public educational or scientific institutions (as defined in 50 CFR 10.12) or to individuals or entities authorized by permit to possess migratory birds.

You must receive prior written authorization from your migratory bird permit issuing office before you transfer live migratory birds or bald eagles and golden eagles to a permittee other than another rehabilitator. You must submit a Migratory Bird and Eagle Acquisition and Transfer Request (Form 3-202-12) to your permitting office, along with all required attachments listed in the form instructions. This form is required for transfer of nonreleasable birds from a permitted rehabilitator to another permittee or to another type of permit the rehabilitator holds. Both the transferring rehabilitator and the intended recipient must complete and submit this form.
16. After submitting a Migratory Bird and Eagle Acquisition and Transfer Request (Form 3-202-12) to your permitting office and receiving authorization, you may transfer a releasable raptor to a permitted falconer authorized to hold that species. The falconer must complete a form 3-186A rather than the Form 3-202-12. (A releasable raptor placed with a falconer for pre-release conditioning that is subsequently deemed nonreleasable will be considered for placement with a permittee other than the assisting falconer.)
17. After submitting a Migratory Bird and Eagle Acquisition and Transfer Request (Form 3-202-12) to your permitting office and receiving authorization, you may transfer nonreleasable birds to public institutions that are exempt from the permit requirement (see 50 CFR 21.12). A receiving exempt institution does not need to submit a form.
18. You may donate dead migratory birds or any parts thereof (except bald eagles and golden eagles, and species listed as threatened and endangered) without additional authorization from the migratory bird permit issuing office to qualified public institutions (as specified in 50 CFR 10.12) or to individuals or entities authorized by permit or regulation to acquire and possess migratory bird specimens.

All dead specimens that you do not transfer to another authorized party must be disposed of by such means as are necessary to ensure that they are not exposed to animals in the wild.

All eagle feathers and/or whole eagle carcasses must be shipped to the National Eagle Repository. Contact: U.S. Fish and Wildlife Service, National Eagle and Wildlife Repository, RMA, Building 128, 6550 Gateway Road, Commerce City, Colorado 80022, (303) 287-2110.

19. A subpermittee is an individual to whom you have provided written authorization to conduct some or all of the permitted activities in your absence. Subpermittees must be at least 18 years of age and named in writing to the migratory bird permit issuing office. As the permittee, you are legally responsible for ensuring that your subpermittees are adequately trained and adhere to the terms of your permit when conducting migratory bird rehabilitation activities. Other individuals, including those under the age of 18, may assist with migratory bird care only if you or a designated subpermittee are present.
20. You and any subpermittees must carry a legible copy of this permit and display it upon request when exercising its authority. Subpermittees must also carry your written subpermittee designation letter.
21. All birds held under this permit remain in the stewardship of the U.S. Fish and Wildlife Service and may be relocated at any time for just cause.
22. You must maintain records as required in 50 CFR 13.46 and 50 CFR 21.31(e)(7). All records relating to the permitted activities must be kept at the location indicated in writing by you to the migratory bird permit issuing office.
23. Acceptance of this permit authorizes the U.S. Fish and Wildlife Service to inspect any wildlife held, and to audit or copy any permits, books, or records required to be kept by the permit and governing regulations.
24. You may not conduct the activities authorized by this permit if doing so would violate the laws of the applicable State, county, municipal or tribal government or any other applicable law.

(REHAB - 11/5/2013)

DEPARTMENT OF NATURAL RESOURCES

500 Lafayette Road • St. Paul • MN 55155
Contact: heidi.cyr@state.mn.us or 651-259-5107

Wildlife Rehabilitation – Master Class

Variance: Deer and Bear / Threatened and Endangered / Special Conditions

Permit Number: 17399

Effective: 1/31/2018

Expires: 1/31/2021

Permittee: Leslie Reed
2530 Dale Street North
Roseville, MN 55113
Phone: 651-486-9453
651-486-9410
Email: leslie@wrcmn.org

This permit is issued pursuant to Minnesota Rules, Chapter 6244, and authorizes the permittee and under the direction and supervision of the permittee, the staff, employees and volunteers of the Wildlife Rehabilitation Center (WRC) to receive, transport, rehabilitate and release orphaned, sick or injured wild animals subject to the following conditions:

1. Possession of animals.

- a) **Possession for transport for up to 48 hours.** *Permittee may possess any orphaned, sick or injured wild animal (including endangered and threatened species) for up to 48 hours for transport to another person authorized by permit to possess such animals for rehabilitation, or to a licensed veterinarian. Such animals may be captured by the permittee or received from others. Permittee may not import or accept white-tailed deer from outside Minnesota.*
- b) **Possession for rehabilitation.** *Permittee may possess for rehabilitation any orphaned, sick or injured wild animal, including those listed as endangered or threatened under Minnesota or federal laws. Such animals may be captured by the permittee or received from others.*

The following restrictions apply:

Birds—

- This permit is not valid for migratory birds unless permittee also has a valid federal permit for wildlife rehabilitation.
- With a federal permit, rehabilitation is authorized for all species of orphaned, sick, or injured birds **except:**

Mammals—

- Rehabilitation is authorized for all species of orphaned, sick, or injured mammals **except:**
 - big game species (*moose, elk, antelope, caribou*) other than deer and bear, which may be possessed for rehabilitation;
 - skunks; or
 - gray wolves.

2. **Special conditions.** The following special conditions relating to activities of the WRC pertain under this permit:
 - a) **Out-shelter:** Providing for temporary out-shelter care for recovering birds and mammals for holders of separate permits issued by the Department of Natural Resources.
 - b) **Out-shelter:** Providing for out-shelter care for recovering birds and mammals at Carpenter Nature Center, Hastings, MN
 - c) **Out-shelter:** Providing for out-shelter care for recovering birds and mammals at the property of Vance Grannis, 9249 Barnes Avenue East, Inver Grove Heights, Minnesota, 55077.

Wildlife Rehabilitation Permit # 17399– Master Class

- d) **Out of State Import:** The Wildlife Rehabilitation Clinic is authorized to receive animals for rehabilitation from the states of Wisconsin and Iowa as described in Minnesota Rules Parts 6244.1900.
 - e) **Out of State Release:** Transportation to and release of imported rehabilitated birds and mammals (**except big game animals**) to their state of origin under the authority of permits for such states and appropriate federal permits. Imported wildlife from (d) above must not be released in Minnesota.
 - f) **In-shelter Assistants:** The Maximum number of in-shelter assistants as volunteers shall not exceed 700.
 - g) **Transfer:** Transfer of permanently disabled birds and mammals (**except white-tailed deer**) to public zoos or other institutions in possession of appropriate state and/or federal permits for purposes of display, use in educational programs, breeding, biomedical and biological research, which may include shipment of birds and mammals to other states for these purposes
3. **Humane treatment of animals.** Animals under this permit must be housed and managed according to state regulations in a safe and humane manner to assure their well-being at all times as described in Minnesota Rules Parts 6244.0300, 6244.0800, 6244.0900, and 6244.1000.
4. **Minimal contact of animals with humans.**
- a) **Limited contact.** Animals being rehabilitated are to have contact with the permittee and in-shelter assistants, only to the extent necessary for adequate care;
 - b) **Habituation.** Under no circumstances are animals to be habituated to humans, tamed, treated as pets or used in inappropriate ways; and
 - c) **Public display.** Public exhibition or display of animals undergoing rehabilitation is prohibited.
5. **Transfers for rehabilitation.** Animals undergoing rehabilitation may be transferred to another permit holder (Novice, General or Master class) who is authorized by permit to possess such animals when it has been determined that the transfer would result in improved care of the animals.
6. **Veterinary consultant.** The person designated as the veterinary consultant by the permittee, is to be consulted as needed to help insure that animals undergoing rehabilitation are at all times provided the most humane care and given the best treatment possible.
7. **Release of animals.**
- a) When, in the judgment of the permittee, and after discussion with the designated veterinary consultant, a wild animal undergoing rehabilitation (**except white-tailed deer**) is to the point where it has a reasonable chance to survive in the wild, the animal is to be released immediately in suitable habitat as near to the point where the animal was captured as practical.
 - b) **White-tailed deer.** White-tailed deer that have been determined to have a reasonable chance to survive in the wild **must** be released immediately in suitable habitat in the county the white-tailed deer was captured, as near to the point where the animal was captured as practical, or released in suitable habitat within adjacent counties.
- EXCEPTION:** White-tailed deer captured within the seven county metro area (Washington, Anoka, Hennepin, Ramsey, Scott, Dakota and Carver Counties) may be released in suitable habitat within any of seven counties in the metro area.
8. **Disposition of non-releasable animals.** Animals (**except white-tailed deer**) determined to be incapable of surviving if released to the wild must be:
- a) **Euthanized.** Euthanized under protocols established by the American Veterinary Medical Association;
 - b) **Surrendered.** Turned over to the Department of Natural Resources; or
 - c) **Transferred.** Transferred as directed by the Department of Natural Resources.
- EXCEPTION:** White-tailed deer that are determined to be non-releasable must be euthanized under the protocols established by the American Veterinary Medical Association or turned over to the Department of Natural Resources.
9. **Report.** A report of activities carried out under this permit is to be submitted **annually** to the Wildlife Rehabilitation Program Coordinator on the form provided by **January 15** for animals received in the preceding year.
10. **Knowledge of rules.** The permittee is subject to all requirements of Minnesota Rules, Chapter 6244, and is expected to be familiar with them. *The conditions listed in this permit are not comprehensive, and state only some of the things the permittee may or may not do under the rules. Consult rules for complete information.*

Wildlife Rehabilitation Permit # 17399– Master Class


11. **Local ordinances or regulations.** This permit shall not be construed to exempt the permittee from any local laws, ordinances or regulations which may apply to the activities authorized by this permit.
12. **Responsibility for damage or injuries.** The permittee shall be solely responsible for any and all damage or injury to persons, domestic or wild animals and real or personal property of any kind resulting from any activities undertaken pursuant to this permit.
13. **DNR held harmless from liability.** The permittee shall hold the Department of Natural Resources, its officers, agents, and employees harmless from any and all liability and damages resulting from any activities undertaken pursuant to this permit.

I hereby certify that I have read and understand the provisions of this permit and understand that this permit is only provisionally valid for 30 days from the effective date, 1/31/2018, until a valid signed and dated copy of the permit has been sent to and received by the Wildlife Rehabilitation Coordinator (Division of Ecological and Water Services, Minnesota Department of Natural Resources, 500 Lafayette Road, Box 25, St. Paul, MN 55155) and a State signed and dated copy of the permit has been returned to the permittee by mail or email.

Leslie Reed, DVM
Leslie Reed

03/04/18
Date

This permit is not valid for longer than 30 days until it has been signed by authorized DNR personnel. Upon authorized DNR personnel signature, this permit is valid until 1/31/2021. Requests for permit renewal must be made 30 days prior to permit expiration.


Heidi Cyr, Falconry Coordinator
Division of Ecological and Water Resources
Minnesota Department of Natural Resources

3/16/2018
Date

cc: Regional Enforcement Supervisor
Regional Wildlife Manager
Regional Nongame Wildlife Specialist
Wildlife Research



provides quality medical care and rehabilitation for all injured, sick and orphaned wild animals, and shares its knowledge with the people who care about them.

2530 Dale Street, Roseville, MN 55113
651-486-9410 FAX 651-486-9420
www.wrcmn.org

DATE: February 20, 2020
FROM: Phil Jenni, Executive Director
TO: Kim Points, City Manager
Jennifer Haskamp, planner
SUBJECT: City of Grant conditional use permit – veterinary clinic

Attached are several items in response to the City Council's request for additional information from the February 4, 2020 meeting.

WRC has recently engaged the services of local architect Harvey Sherman, AIA, NCARB, GreenHome Professional, who is preparing a new site plan.

The new plan is based on the existing conditions survey previously sent to the City, but updated with an overview of the proposed scale and approximate locations of new structures, (including moving the waterfowl structure and cages to the main area) and the elimination of at least six of the existing accessory buildings. In doing, so we also clarified that the cages adjacent to the structures will NOT be structures as indicated in the initial materials submitted in December. Those photos were included only to illustrate wildlife cage structures at other facilities across the country.

The updated site plan is more cohesive and includes proposed landscape and screening improvements and a parking area that will accommodate at least 35 vehicles in addition to extra parking for staff. As before, the plan is schematic and details would emerge when appropriate permits are pulled before any work is done.

Also attached is a trip generator memo from traffic consultant Scott Israelson of Traffic Impact Group. It should be noted, that the table he cites is based on maximum traffic projections for 2022 to 2025, and that those trips are for mid-April to mid-October only since the facility will not have scheduled "animal care shifts" for the other six months of the year.

Finally, I think it's worth noting that Rick and Patricia DeMars chose to sell their property to WRC after considering multiple similar offers. This land has been in Pat's family for more than a century. Five generations have grown up there. They, their children and their grandchildren are excited that the property will be used as proposed by WRC. It's a legacy that we intend to honor and improve upon.

DATE: 17 February 2020

TO: Jennifer Haskamp, City of Grant

FROM: Scott Israelson, P.E., PTOE

RE: **Trip Generation Statement
Wildlife Rehabilitation Center**

This Technical Memorandum serves as a review of the trip generating characteristics of the proposed Wildlife Rehabilitation Center located at 10629 Jamaca Avenue.

According to the operator, staff will work an eight-hour shift and interns/volunteers will work in shifts between four to six hours. The hours of operation will be between 7 AM and 11 PM.

Table 1 summarizes trip generation for operations in for years 2021 to 2025 and includes staff, mammal interns, and mammal and waterfowl volunteers.

Table 1 - ITE Trip Generation								
Average Weekday Driveway Volumes				AM Peak Hour		PM Peak Hour		
Land Use	ITE Code	Size		Daily Trips	Enter	Exit	Enter	Exit
Wildlife Rehabilitation Center	xxx	n/a	n/a	152	18	0	8	8

According to the operator, staff will contribute 152 daily trips, with eighteen entering trips in the AM peak hour (between 7 AM and 8 AM), and eight entering and eight exiting trips in the PM peak hour (5 PM to 6 PM).

Please feel free to contact me with any questions at 612.875.2417 or by email at scott@traffic-impact.com.

RESOLUTION NO. 2020-11

PRELIMINARY ASSESSMENT THAT THE COMCAST OF MINNESOTA, INC., CABLE FRANCHISE SHOULD NOT BE RENEWED

WHEREAS, Grant is a member of the Ramsey/Washington Counties Suburban Cable Communications Commission II (hereinafter “RWSCC”) a Joint Powers Commission organized pursuant to Minn. Stat. § 471.59, as amended, and includes the municipalities of Birchwood, Dellwood, Grant, Lake Elmo, Mahtomedi, North St. Paul, Oakdale, White Bear Lake, White Bear Township and Willernie, Minnesota (“Member Municipalities”);

WHEREAS, the Member Municipalities enacted separate ordinances and entered into individual agreements authorizing MediaOne North Central Communications Corp. to provide cable service (collectively, the “Franchises”);

WHEREAS, as a result of several transfers of the Franchises, Comcast of Minnesota, Inc., (“Comcast”) currently holds the Franchises in the Member Municipalities;

WHEREAS, Section 626(a)(1) of the Cable Communications Policy Act of 1984, as amended (the “Cable Act”), 47 U.S.C. § 546(a)(1), provides that if a written renewal request is submitted by a cable operator during the 6-month period which begins with the 36th month before franchise expiration and ends with the 30th month prior to franchise expiration, a franchising authority shall, within six months of the request, commence formal proceedings to identify the future cable-related community needs and interests and to review the performance of the cable operator under its franchise during the then current franchise term;

WHEREAS, Comcast invoked the formal renewal procedures set forth in Section 626 of the Cable Act, 47 U.S.C. § 546;

WHEREAS, the Joint Powers Agreement empowers the Commission and/or its designee(s) to conduct the Section 626 formal franchise renewal process on the Member Cities’ behalf and to take such other steps and actions as are needed or required to carry out the formal franchise renewal process;

WHEREAS, the Commission commenced formal franchise renewal proceedings under Section 626(a) of the Cable Act, 47 U.S.C. § 546(a), and authorizing the Commission or its designee(s) to take certain actions to conduct those Section 626(a) proceedings;

WHEREAS, RWSCC performed a needs assessment of the Member Municipalities’ and their communities’ present and future cable-related needs and interests and has evaluated and continues to evaluate Comcast’s past performance under the Franchises and applicable laws and regulations, all as required by Section 626(a) of the Cable Act, 47 U.S.C. § 546(a);

WHEREAS, the Commission’s needs ascertainment and past performance review included the Report on Cable-Related Needs and Interests and System Technical Review Within the Ramsey Washington Suburban Cable Commission Franchise Area, dated August 30, 2017,

by CBG Communications, Inc.; Constance Ledoux Book, Ph. D., Telecommunications Research Corporation; Carson Hamlin, Media Integration Specialist; and Issues and Answers Telephone Research Firm (“CBG Report”); and in addition, the Commission reviewed its own files and conducted certain investigations as to needs and interests and past performance, and drew upon publicly available information regarding industry and area trends;

WHEREAS, based on its needs ascertainment and past performance review, RWSCC staff prepared a “Request for Renewal Proposal for Cable Franchise” (“RFRP”) that summarizes the Member Municipalities’ and their communities’ present and future cable-related needs and interests, establishes requirements for facilities, equipment and channel capacity on Comcast’s cable system and includes model provisions for satisfying those requirements and cable-related needs and interests; that identified past non-compliance issues, and provided Comcast a further opportunity to correct them; and included a model franchise with terms and conditions;

WHEREAS, RWSCC and Comcast engaged in informal renewal negotiations pursuant to 47 U.S.C. § 546(h) but are currently unable to arrive at mutually acceptable terms;

WHEREAS, RWSCC established November 11, 2019 as a deadline for Comcast’s response to the RFRP;

WHEREAS, RWSCC and Comcast agreed to extend certain deadlines including the deadline for Comcast to respond to the RFRP; and on or about December 13, 2019, Comcast submitted to RWSCC its Response to Ramsey Washington Counties Suburban Cable Communications Commission II’s Request for Renewal Proposal for Cable Franchise (“Comcast Proposal”);

WHEREAS, RWSCC reviewed the Comcast Proposal and based on that review made a preliminary assessment that the Franchises should not be renewed, as set forth in Resolution 2020-01, (“RWSCC Resolution”) and recommended that each Member Municipality confirm and issue a preliminary assessment that the franchise not be renewed;

WHEREAS, RWSCC has proposed Rules for the Conduct of an Administrative Hearing, attached to the RWSCC Resolution as Exhibit B and asked each Member Municipality to confirm those rules.

NOW THEREFORE BE IT RESOLVED BY CITY OF GRANT.

Section 1. Grant hereby issues a preliminary assessment that the franchise should not be renewed, and the actions of the RWSCC affirmed.

Section 2. Exhibit A to the RWSCC Resolution is adopted and incorporated herein, and sets out grounds for the preliminary denial, and the which of the categories of issues set out in 47 U.S.C. § 546(c)(1) may be raised in any formal administrative proceeding.

Section 3. Exhibit B, the Rules for Conduct of an Administrative Hearing are confirmed and may be used for conduct of the proceeding. To remove any doubt, the RWSCC is

authorized to make such changes to the Rules as may be necessary or appropriate for the conduct of the proceeding without seeking further authorization from City of Grant.

Section 4. RWSCC shall provide such notices as may be required and promptly commence the administrative proceeding required by law.

Section 5. The proceeding maybe delayed by agreement, subject to ratification by the Member Municipalities. The proceeding may be terminated if an agreement is reached as to renewal, or if Comcast determines it does not wish an administrative hearing on its application.

Mayor Jeff Huber

City Clerk



February 6, 2020

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

Dear Mayor Huber:

The current Fire Service Contract with the City of Stillwater expired on December 31, 2019. Enclosed is the proposed Fire Protection Contract covering the period from January 1, 2020 through December 31, 2022.

The proposed Fire Service Contract has an updated format to be consistent with the League of Minnesota Cities model fire services contract. The map showing the Stillwater Fire Department service area (Exhibit A) has been updated for clarity. Exhibit B includes five year averages of the four variables that have been utilized over past contract cycles to determine cost allocation percentages for each jurisdiction. The costing analysis is based upon audited financials for 2018 Fire Department operations. Overall costs have increased due to a variety of factors, including additional costs to operate the new Stillwater Fire Station.

In recognition that jurisdictions' budget cycles do not line up neatly with contract time lines, the City of Stillwater is proposing to spread the 2020 formula driven increase over the three years of the proposed contract term – see lower box on Exhibit B-1.

If the attached contract is agreeable to the City of Grant please sign both copies and return. Once the City of Stillwater receives the signed contract it will be processed and an original executed copy will be provided to you.

Thank you for your attention to this matter and please feel to contact me or Fire Chief Stuart Glaser if you have questions.

Sincerely,

A handwritten signature in blue ink that reads "J. Thomas McCarty".

J. Thomas McCarty
City Administrator

FIRE SERVICE CONTRACT BETWEEN THE CITY OF STILLWATER AND CITY OF GRANT

THIS AGREEMENT, (“Agreement”) is made and entered into this _____ day of _____ 2020, (“Effective Date”) by and between the City of Stillwater, Washington County, Minnesota, 216 North Fourth Street, Stillwater, Minnesota 55082, a public corporation (“City”), and the City of Grant, Washington County, Minnesota, 111 Wildwood Road, Willernie, Minnesota, 55090, a public corporation (“Grant”).

ARTICLE 1
THE AGREEMENT

- A. **Purposes.** The purpose of this Agreement is to define the rights and obligations of the City and Grant with respect to the fire services provided by the City for the term of this Agreement.
- B. **Cooperation.** The City and Grant shall cooperate and use their best efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree in good faith to undertake resolution of disputes, if any, in an equitable and timely manner.
- C. **Term.** The term of this Agreement shall commence on January 1, 2020 and shall terminate on December 31, 2022, unless otherwise terminated by either party after the applicable notice period pursuant to Article 6 of this Agreement.
- D. **Service Contract.** This is a service contract. The parties do not intend to undertake or create, and nothing herein shall be construed as creating a joint powers agreement, joint venture, or joint enterprise between the parties.
- E. **Service Territory.** City shall provide fire services as indicated in this Agreement to the area in Grant which is specifically identified on the map attached hereto as Exhibit A and made part of this Agreement. The identified area shall constitute the Grant’s service territory for the purposes of this Agreement.

ARTICLE 2
FIRE SERVICE

- A. **Fire Service.** Grant agrees to purchase from City, and City agrees to provide Grant, fire-related services including deployment of firefighting personnel and/or equipment to extinguish a fire or perform any preventative measure in an effort to protect equipment, life, or property in an area threatened by fire. It also includes the deployment of firefighting personnel and/or equipment to provide fire suppression, rescue, extrication, and any other services related to fire and rescue as may occasionally occur.
- B. **Allocation of Resources.** The parties understand the City’s fire department officer in charge of the particular scene shall exercise judgement to determine, in consideration of all

the established policies, guidelines, procedures, and practices, how best to allocate the available resources of the City's fire department under the circumstances of a given situation. Failure to provide fire services because of poor weather conditions or other conditions beyond the control of the City shall not be deemed a breach of this Agreement.

- C. **No Guarantee.** The parties understand and agree City will endeavor to reasonably provide the services indicated above given the circumstances, but City makes no guarantees that the services it actually provides in a given situation will meet any particular criteria or standard. The City and its officers, employees and volunteers shall not be liable to Grant or any other person for failure to furnish assistance under this Agreement or for recalling assistance.

ARTICLE 3
PAYMENT

- A. **Payment.** Grant agrees to make payment to City during the term of the Agreement in an amount specified in the City's Fire Services Contract Cost Allocation, attached as Exhibit B to this Agreement ("Payment"). One half of the Payment shall be made on or before July 1 of each year and the balance shall be made on or before December 31 of each year.
- B. **Emergency Service Charge.** Grant, in its sole discretion, may exercise its authority to impose and collect an emergency service charge on those receiving emergency services, including fire services, within Grant. City shall have no right to, or interest in, any service fees collected by Grant. If Grant imposes an emergency service charge it shall provide City a list of the specific types of information it determines it needs collected in order to successfully impose and collect the charge. City shall make a good faith effort to collect the requested information for each service call to the service territory and promptly provide Grant with the information it collected.
- C. **Ownership.** City owns the buildings and equipment associated with the City fire department and the amounts paid by Grant do not give rise to any ownership interest in, or responsibility toward, those items.

ARTICLE 4
CITY OF STILLWATER'S RESPONSIBILITIES

In addition to any other obligations described herein, City shall:

- A. Authorize and direct the City fire department to provide the fire services described herein to Grant's service territory;
- B. Develop a detailed annual operational budget for the City fire department for each year during the term of this contract by the Effective Date and present it to Grant along with sufficient information to explain the items included in the budget figures;

- C. Upon Grant's request, provide Grant access to financial and cost data related to the City fire department for five (5) years prior to the current service year;
- D. Disclose to Grant any proposed action City or the City fire department intends to take that can reasonably be expected to effect the Insurance Services Office Fire Protection Grade in the service territory or City's ability to provide the fire services indicated above; and
- E. Promptly disclose to Grant any information City can reasonably anticipate will directly affect its ability to perform its obligation under this Agreement.

ARTICLE 5
CITY OF GRANT'S RESPONSIBILITIES

In addition to any other obligations described herein, Town shall:

- A. Promptly pay City the Payments as indicated above for the year of service, or a prorated share of the Payments for the length of service actually provided if the contract is terminated early;
- B. Present a budget and levy proposal to the town electors at each annual town meeting during the term of this Agreement seeking authority to levy funds as needed to pay the Annual Payment.
- C. Promptly disclose to City any information Grant can reasonably anticipate will directly affect its ability to perform its obligation under this Agreement.

It is understood and agreed that Grant shall have no responsibility whatsoever toward the City firefighters or other emergency personnel including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverages, compliance with any employment related federal, state, and local laws and rules such as OSHA, ERISA, RLSA, FMLA, or any other employment related issues. It is further agreed that Town has no responsibility, beyond paying the agreed upon Annual Payment, for acquiring, operating, maintaining, housing, or replacing equipment as needed to provide the fire services described herein.

ARTICLE 6
TERMINATION

This Agreement may be terminated at any time during its term by mutual agreement of the parties. Either party may terminate this Agreement by personally serving a 120-day written notice of termination on the other party. This Agreement shall terminate 120 days from the date of personal service of the written termination notice unless the party serving the notice withdraws the notice in writing before it is effective. If Grant fails to pay for the service according to the schedule established herein, City may terminate this Agreement 60 days from the date of personal service of written termination notice. Any notice required to be served under this Article shall be served on the authorized representative according to the provisions of Article 9(a) of this Agreement.

ARTICLE 7
INSURANCE

City shall maintain general liability insurance for its services and shall include Grant as an additional insured for the term of this Agreement and any extensions thereof. The City shall maintain insurance equal to or great than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subdivision 1, as amended. City shall also maintain inland marine, automobile, and property insurance coverages. City shall provide Grant proof of such insurance coverages and the additional insured endorsement naming the Grant annually by the Effective Date of this Agreement. City shall also maintain workers' compensation coverage as required by law.

ARTICLE 8
INDEMNIFICATION

City shall defend, indemnify and hold harmless Grant and its officials, employees and agents from any claim, demand, action or suit filed against Grant or any of its officials, employees or agents relating to any bodily injury, including death, loss or property damage caused by, arising out of, related to or associated with the City's performance under this Agreement.

Nothing in this Agreement may be construed as a waiver of any statutory or common law defenses, immunities, or limits on liability. Under no circumstances, however, shall City be required to pay on behalf of itself and Grant, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability for Grant and City may not be added together to determine the maximum amount of liability for City.

ARTICLE 9
GENERAL PROVISIONS

- A. **Notices.** All notices or communications required or permitted pursuant to this Agreement shall be either hand delivered or mailed to the City and Grant, certified mail, return-receipt requested, to the authorized representative at the following address:

City of Stillwater: Thomas McCarty, City Administrator
216 North Fourth Street
Stillwater, Minnesota 55082

City of Grant: Kim Points, City Administrator / Clerk
111 Wildwood Road
Willernie, Minnesota, 55090

Either party may change its address or authorized representative by written notice delivered to the other party pursuant to this section.

- B. **Waiver.** Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes,

Chapter 466 or otherwise. The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by any party hereto shall not constitute a waiver or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

- C. **Modification.** This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this Agreement are valid unless reduced to writing, signed by the authorized representative of both City and Grant, and attached hereto.
- D. **Subcontracting & Assignment.** City shall not subcontract or assign any portion of this Agreement without prior written approval from Grant. Services provided to Grant pursuant to a mutual aid agreement City has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of Grant so long as City remains primarily responsible for providing fire services to Grant's service territory.
- E. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota.
- F. **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the validity and enforceability of the remaining portions of this Agreement.
- G. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.
- H. **Parties in Interest.** This Agreement shall be binding upon and insure solely to the benefit of the parties hereto and their permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature under or by reason of this Agreement.
- I. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original document and together shall constitute one instrument.
- J. **Captions and Headings.** Captions and headings used in the Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

CITY OF STILLWATER

By: _____
Ted Kozlowski
Its: Mayor

By: _____
Beth Wolf
Its: City Clerk

CITY OF GRANT

By: _____
Jeff Huber
Its: Mayor

By: _____
Kim Points
Its: Administrator / Clerk

EXHIBIT A

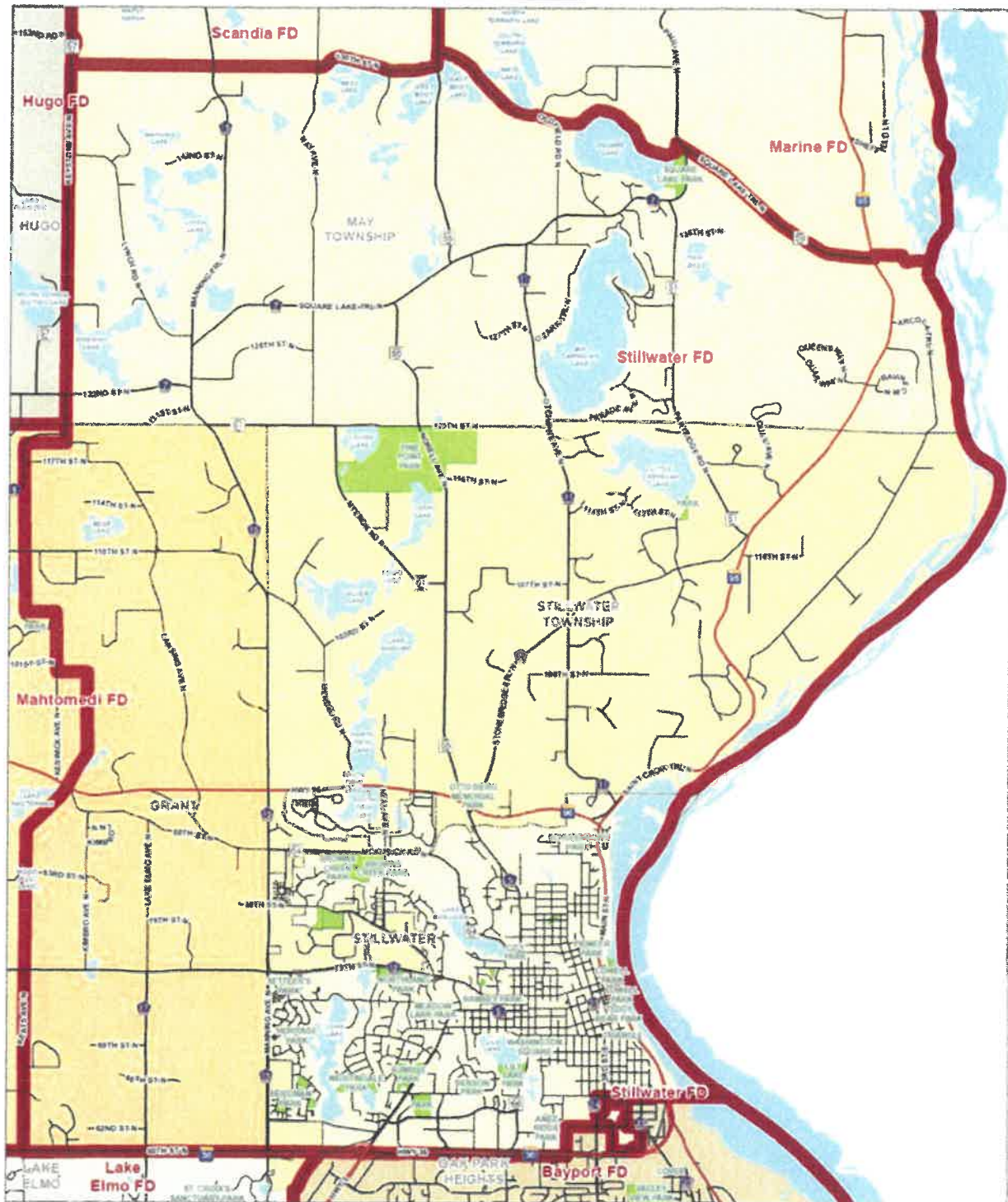


EXHIBIT B

FIRE CONTRACT CALCULATION-2020

EXHIBIT B - COST ALLOCATION

COMBINED AVERAGES	FIRE RUNS	ASSESSED VALUATION	ESTIMATED POPULATION	ESTIMATED HOUSEHOLDS	TOTAL	AVERAGE
Stillwater City	85.26%	68.01%	78.09%	78.78%	310,144	77.54%
Grant City	4.44%	10.09%	7.87%	6.81%	28,211	7.05%
May Township	3.89%	11.12%	8.85%	6.72%	28,387	7.10%
Stillwater Township	6.41%	10.78%	8.19%	7.89%	33,277	8.31%
Total	100.00%	100.00%	100.00%	100.00%	400,000	100.00%

COST OF FIRE PROTECTION	ACTUAL COSTS 2018	NOTES
Operating Costs	\$1,735,077	
Depreciation	\$400,281	
Administration (.05% of Operations)	\$8,675	
Total	\$2,144,033	

COST ALLOCATION (1)	2020 Proposed Contract Amount	2019 Actual Contract Amount	\$ Increase (Decrease) (2)	Proposed 2020 Contract Modified	Proposed 2021 Contract	Proposed 2022 Contract
Stillwater City	\$1,862,483	\$119,735	\$31,419	\$130,208	\$145,215	\$160,360
Grant City	\$151,154	\$120,746	\$31,480	\$131,230	\$146,209	\$161,487
May Township	\$152,226	\$135,418	\$42,751	\$149,668	\$169,263	\$189,019
Stillwater Township	\$178,169	\$375,699	(\$105,650)			
Total	\$2,144,032	\$375,699	\$105,650			

(1) The cost allocation is derived by multiplying the total fire protection cost by each service area's combined five-year average.

(2) 2020 Proposed Contract Amounts as compared to 2019 Actual Contract Amounts

Calculated by: Dividing the \$ increase amount by 3 and adding a 3% increase to years 2021 & 2022.

EXHIBIT B

FIVE YEAR AVERAGE

EXHIBIT B - FIVE YEAR AVERAGES		5 YEAR AVERAGE	2018	2017	2016	2015	2014
	% of Total						
SCHEDULE A. FIRE RUNS							
Stillwater City	85.26%	1,555	1,538	1,621	1,528	1,561	1,528
Grant City (1)	4.44%	81	82	86	80	69	88
May Township (2)	3.89%	71	76	78	83	65	53
Stillwater Township	6.41%	117	104	109	111	128	131
Total	100.00%	1,824	1,800	1,894	1,802	1,823	1,800

SCHEDULE B. TOTAL TAX CAPACITY (Amounts expressed in thousands)							
Stillwater City	68.01%	\$22,647	\$25,301	\$23,379	\$22,759	\$22,362	\$19,433
Grant City (1)	10.09%	\$3,361	\$3,627	\$3,523	\$3,399	\$3,358	\$2,896
May Township (2)	11.12%	\$3,703	\$3,989	\$3,738	\$3,756	\$3,776	\$3,254
Stillwater Township	10.78%	\$3,588	\$3,822	\$3,513	\$3,662	\$3,542	\$3,402
Total	100.00%	\$33,299	\$36,739	\$34,153	\$33,576	\$33,038	\$28,985

SCHEDULE C. ESTIMATED POPULATION							
Stillwater City	78.09%	19,600	19,915	19,748	19,693	19,754	18,892
Grant City (1)	7.07%	1,775	1,765	1,752	1,786	1,774	1,800
May Township (2)	6.65%	1,668	1,700	1,658	1,657	1,649	1,675
Stillwater Township	8.19%	2,056	1,954	1,937	2,013	1,965	2,412
Total	100.00%	25,099	25,335	25,095	25,148	25,142	24,779

SCHEDULE D. ESTIMATED HOUSEHOLDS							
Stillwater City	78.78%	7,569	7,674	7,630	7,614	7,585	7,342
Grant City (1)	6.61%	635	635	638	637	636	630
May Township (2)	6.72%	646	643	636	647	644	660
Stillwater Township	7.89%	758	726	730	743	721	872
Total	100.00%	9,608	9,677	9,634	9,642	9,587	9,504

(1) 43% OF ACTUAL
(2) 60% OF ACTUAL

EXHIBIT B
CONT.

COST OF FIRE PROTECTION

	2018 Actual
Operating Costs:	
Expenditures for 2018	1,735,077
Other	0
Total Expenditures	1,735,077
Less:	
Capital Outlay*	
Severance pay	0
Fire Relief Association	0
Sesquicentennial	0
Total deductions	0
	1,735,077

Depreciation:	
Fire	394,790
Fire Donated	5,491
Total Depreciation	400,281

Administration (.05% of Operations)	8,675
TOTAL COST OF FIRE PROTECTION	2,144,033

City Council Report for February 2020

Date: January 31, 2020

To: Honorable Mayor & City Council Members

From: Jack Kramer Building & Code Enforcement Official

Zoning Enforcement:

1. Ms. Summer Lutgen 9104-68th. St. N.

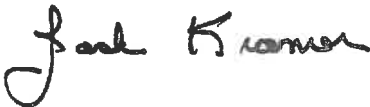
a. Violation of the State Building Code Section 13090.0120 Permits Subpart 1. Required.

Ms. Lurgan applied for a Building Permit in October and began construction to renovate a horse-riding facility. The City Clerk advised me that the personal check provided by the permit holder had insufficient funds, thusly she has no permit for the project. Ms. Lutgen was notified by letter indicating the violation and that no inspections shall be completed until the check clears the bank.

Building Permit Activity:

Twenty-Eight (28) Building Permits have been issued with a valuation of \$ 2,882,475.47

Respectfully submitted,



Jack Kramer

Building Official

