

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

The regular monthly meeting of the Grant City Council will be called to order at 7:00 o'clock p.m. on Tuesday, June 2 2020, in a teleconference format 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. May 5, 2020 City Council Meeting Minutes
- B. May 2020 Bill List, \$53,176.79
- C. Kline Bros., Road Work, \$35,457.50

- D. City of Mahtomedi, 1st Quarter Fire Contract, \$36,407.00
- E. City of Stillwater, 1st Half Fire Contract, \$65,104.00
- F. 2020 Dust Control Bid, Northern Salt, \$1.1190 Per Unit
- G. Resolution No. 2020-24, Amended CUP. Dellwood Barn Weddings

5. **STAFF AGENDA ITEMS**

A. City Engineer, Brad Reifsteck

- i. Consideration of Resolution No. 2020 – 25, Award 2020 Street Improvements Bond
- ii. Consideration of Resolution No. 2020- 26, Declare Adequacy of Petition and Ordering Preparation of Report, Inwood Avenue and 105th Street North
- iii. Consideration of Joliet Avenue and Woodlawn Acres Public Hearing, July 7, 202
- iv. Consideration of KEJ Contract Extension

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

C. City Attorney, Dave Snyder

- i. Consideration of Resolution No. 2020-27, JPA with City of Grant, City Attorney and Arresting Agency
- ii. Consideration of Bond Post Issuance Compliance Policies and Procedures

6. **NEW BUSINESS**

- i. Accept 2019 Audit, City Treasurer Schwarz
- ii. Consideration of Smith Appraisal Contract Extension

7. **UNFINISHED BUSINESS**

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

- A. Staff Updates (updates from Staff, no action taken)
- B. City Council Reports/Future Agenda Items (no action taken)

9. **COMMUNITY CALENDAR JUNE 3 THROUGH JUNE 30, 2020:**

Annual City Clean-up Day, Saturday, June 6, 9:00 am to Noon, Town Hall

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

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

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

10. **ADJOURNMENT**

CITY OF GRANT
MINUTES

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DATE : May 5, 2020
TIME STARTED : 7:02 p.m.
TIME ENDED : 9:59 p.m.
MEMBERS PRESENT : Councilmember Carr, Rog, Giefer,
Schafer 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 7:02 p.m.

PUBLIC INPUT

No one spoke during public input.

PLEDGE OF ALLEGIANCE

SETTING THE AGENDA

Council Member Schafer moved to approve the agenda, as presented. Council Member Rog seconded the motion. Motion carried unanimously with a roll call vote.

CONSENT AGENDA

- April 7, 2020 City Council Meeting Minutes Approved
- April Bill List, \$65,870.46 Approved
- ArcPaving Potholing, \$23,659.92 Approved
- Kline Bros. Excavating, Road Work,
\$21,636.50 Approved
- Ordinance No. 2020-61, Amending Grant
Code of Ordinances Approved
- Resolution No. 2020-22, public Hearing Process for
Telephone or Electronic Meetings of the Planning Commission Approved

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Council Member Schafer moved to approve the consent agenda, as presented. Council Member Giefer seconded the motion. Motion carried unanimously with a roll call vote.

STAFF AGENDA ITEMS

City Engineer, Brad Reifsteck

Consideration of Resolution No. 2020-19, Ordering Preparation of Plan and Specifications and Calling for Public Hearing on Improvements, Joliet Avenue and Woodlawn Acres – City
Engineer Reifsteck reviewed the following steps to make improvements to Joliet Ave and or the Woodlawn Acres (WAC) area streets. Council may consider a single street segment or the entire area for a new project.

1. The feasibility study was accepted by Council on September 3, 2019 for the following streets:
 - Janero Court N & 96th Street
 - Justen Trail N
 - Grenelefe Ave N
 - Jody Ave & Ct N (WAC)
 - 103rd Street & Ct N (WAC)
 - Juno Ave N. (WAC)
 - Joliet Ave N
 - 101st St N. (WAC)
 - Kellman Ct (WAC)
2. After two public hearings and a postcard survey, the Council ordered the improvements for Grenelefe Ave, Justen Trail N, Janero Court and 96th Street (west of Justen Trail) on November 4, 2019.
3. After receiving favorable bids for the ordered improvements mentioned above, The Council directed staff to review the required steps necessary to bid the remaining streets studied.
4. Cities must order projects within 6 months of the public hearing. The initial public hearing for the streets studied was held on October 1, 2019, therefore, a new public hearing will be needed to meet this requirement.

Council Member Rog moved to adopt Resolution No. 2020-19, as amended. Council Member Schafer seconded the motion. Motion carried unanimously by a roll call vote.

Consideration of Bond Counsel, 2020 Street Improvement Project - City Engineer Reifsteck
advised the City must contract for bond counsel services for the purpose of assisting the City with the sale of municipal bonds to finance the 2020 Street Improvement Project.

1 The City received two proposals to serve as the City’s bond counsel. The role of the Bond council is
2 to provide opinion on the validity of the bond offering and to assist the City in completing the
3 transaction in a timely manner.

4
5 City Staff recommends approving a contract with Taft Law for these services in the amount of
6 \$3,500.00.

7
8 **Council Member Rog moved to approve Bond Counsel, 2020 Street Improvement Project, as**
9 **presented. Council Member Giefer seconded the motion. Motion carried unanimously by a roll**
10 **call vote.**

11
12 **Consideration of Resolution No. 2020-23, Approving the Authorization for the Issuance of**
13 **General Obligation Improvement Bonds** – City Engineer Reifsteck advised Resolution No. 2020-
14 03 authorizes the City to move forward with the bond issue for financing the 2020 Street
15 Improvement Project per the following:

- 16
17 1. The total cost of the project to be assessed against benefited property owners is declared to be
18 \$422,760. Each assessment term is 15 years at an interest rate of 4.5%.
- 19
20 2. The bond issuance will not exceed \$450,000. The proceeds of the bonds will be used to
21 finance street improvements within the city and pay the costs associated with issuing the
22 bonds.
- 23
24 3. The Mayor and City Administrator are authorized to approve the sale of the bonds.
- 25
26 4. Upon approval of the sale of the bonds, the City Council will take action at a council meeting
27 to adopt the necessary approving resolutions as prepared by the City’s Bond counsel.

28
29 **Council Member Schafer moved to adopt Resolution No. 2020-23, as presented. Council**
30 **Member Carr seconded the motion. Motion carried unanimously by a roll call vote.**

31
32 **Consideration of Joint Powers Agreement, City of Dellwood, 2020 Street Improvement Project**
33 **– City Engineer Reifsteck advised a Joint Powers Agreement has been approved for the 2020 Street**
34 **Improvement Project that includes a portion within the City of Dellwood. The Joint Powers**
35 **Agreement stipulates the following:**

- 36
37 1. The City Limits between Dellwood and Grant follows the centerline of Grenelefe Ave N just
38 north of Spyglass Pl. The west half of the road segment is in the City of Dellwood. The east
39 half is in the City of Grant.
- 40
41 2. The City of Dellwood has executed a JPA to reimburse the City of Grant for the project costs
42 related to the roadway improvements on Grenelefe Ave N located in the City of Dellwood.
- 43
44 3. The project costs the City of Dellwood is responsible for is in the amount of \$22,759.48.

1 **Council Member Giefer moved to approve Joint Powers Agreement, City of Dellwood, 2020**
2 **Street Improvement Project, as presented. Council Member Carr seconded the motion.**
3 **Motion carried unanimously by a roll call vote.**
4

5 **City Planner, Jennifer Swanson**
6

7 **PUBLIC HEARING, Consideration of Amended CUP, Dellwood Barn Weddings, 7373 120th**
8 **Street North**– City Planner Swanson advised the Applicant, Scott Jordan, on behalf of the Dellwood
9 Barn Weddings has requested an amendment to their Amended Conditional Use Permit for the
10 subject property. The CUP was first issued in 2014 and was later amended in 2019. The events held at
11 the facility are primarily weddings and the operations are seasonal and limited to May 1st through
12 October 31st of each year. The Amended CUP includes the original conditions that permitted th
13 e construction/conversion of the historic barn to a rural events facility, operational requirements, and
14 the amended hours of operation that were the subject of the 2019 application process.
15

16 The 2019 amendments were in effect for the full season and no formal complaints were filed with the
17 City last year. It should be noted that during the 2019 amendment process that public testimony
18 during the public hearing indicated concerns from adjacent property owners regarding noise
19 associated with the events. Public testimony also indicated concern with any real or perceived
20 expansion of use, and specifically requested to keep Sundays off limits for events.
21

22 At the April 7, 2020 City Council meeting the Applicant presented a “concept” plan to the City
23 Council to adjust the hours of operation, and to include Sundays as an options for events during the
24 2020 wedding season. During the short presentation, the Applicant indicated that the current COVID-
25 19 pandemic and the stay-at-home order has significantly impacted their business because events
26 cannot be held in May as scheduled (at a minimum). To address this impact, the Applicant presented
27 a concept to the Council that would modify the approved hours of operations and include Sundays for
28 the **2020 wedding season only**. The Applicant indicated that the altered hours of operation would
29 provide their brides/clients the opportunity to reschedule their events planned for spring/early summer
30 to later in the 2020 season. After brief discussion, the City Council indicated a willingness to review
31 the proposed concept and suggested that an amendment to the CUP would be necessary since the City
32 does not have a temporary or interim permit. The request to amend the permit would require a public
33 hearing, and the opportunity for the public to provide their testimony.
34

35 The subject application is an Amendment to an approved Amended CUP, which the City’s ordinance
36 permits to follow a condensed process depending on the magnitude of the proposed change. Since the
37 proposed change is temporary and for the 2020 season only, and the subject request does not change
38 the physical site or building characteristics, the question/request is brought directly to the City
39 Council for review and consideration.
40

41 City Planner Swanson advised a duly noticed public hearing was scheduled for May 5, 2020 at 7:00
42 PM to be held via Zoom video conference. The current COVID-19 pandemic is temporarily altering
43 how the City will perform and conduct public hearings and it is necessary to use video conferencing
44 for the health and safety of the City Council, staff, applicants and residents. Also, it is known that
45 technology infrastructure is inconsistent throughout the City, so in the interim all public hearings will

1 be held by the City Council until the Planning Commission can resume their in-person meetings. This
 2 process has been adopted by City Council resolution. The call-in number and instructions to join the
 3 video conference meeting are provided on the City’s website so that any member of the public
 4 wishing to provide public testimony can participate in the public hearing.
 5
 6

Applicant and Owner: Scott Jordan, Dellwood Barn Weddings	Site Size: 37.14 Acres
Zoning & Land Use: A-1	Request: Amended Conditional Use Permit (CUP) to allow for the temporary adjustment of the hours of operation for the 2020 wedding season.
Location Description and PIDs: (PID 0503021210005) Dellwood Barn Weddings (Rural Event Facility), parking, Informal Gathering space, etc., are located the approximately 23.72-acre parcel. (PID 0503021210004) The Outdoor Ceremony space, and septic drainfield that supports the facility are located on the 13.42-acre parcel.	

7
 8 The Applicant is proposing to amend the Amended CUP for the subject operations to allow for
 9 modified hours of operation for the 2020 wedding season. As stated in the Applicant’s narrative the
 10 impetus for this request is due to the COVID-19 pandemic which has instituted a stay-at-home order
 11 that will likely prevent the Applicant from holding events this spring (May) and possibly into the
 12 early summer. Given the impending projected limitations on gatherings, the Applicant is requesting
 13 the ability to adjust their hours and days for the 2020 wedding season ONLY. A summary of the
 14 proposed modifications is provided:
 15

16 Condition #4 of the Amended CUP addresses current hours of operation by days of the week. The
 17 condition would NOT be adjusted for this amendment request, instead additional conditions specific
 18 to the 2020 season would be added to the permit if approved by the City Council. The following table
 19 shows a side-by-side comparison of the proposed interim hours of operations and days.
 20

Approved CUP Condition #4:	AMENDED 2020 Hours (TEMPORARY)
Monday – Thursday 11:00 AM – 6:00 PM	Monday – Wednesday 11:00 AM – 6:00 PM Thursday 9 AM – 10:30 PM (site dark at 10, support gone by 10:30)
Friday and Saturday 1:00 PM to 11:00PM (site is vacated and dark by 11:00, support staff must vacate by 12:00 AM)	Friday and Saturday 1:00 PM to 11:00PM (site is vacated and dark by 11:00, support staff must vacate by 12:00 AM)
No events permitted on Sunday	Sunday 9 AM – 10:30 PM (site dark at 10, support gone by 10:30)

21
 22 As stated by the Applicant, they do NOT intend to book additional events for the 2020 season and
 23 would like the option of the additional dates for rescheduling those events originally planned for May

1 and early summer. The Applicant estimates the number of dates that may be rescheduled is 10 which
2 would be moved to the summer/fall of this wedding season.

3
4 According to the approved Amended CUP, the proposed changes to the operation and the facility
5 requires an additional amendment. The City Code addresses amendments to existing CUPs in Section
6 32-152 that states, “An amended conditional use permit application may be administered in a manner
7 similar to that required for a new conditional use permit...” As such, the Application to amend the
8 CUP is processed accordingly, and the requested amendment is to consider only those portions of the
9 operations and/or facility that are proposed to change. The City Code states the following for
10 consideration when reviewing a Conditional Use Permit (32-141):

11
12 “(d) In determining whether or not a conditional use may be allowed, the City will consider the
13 nature of the nearby lands or buildings, the effect upon traffic into and from the premises and on
14 adjoining roads, and all other relevant factors as the City shall deem reasonable prerequisite of
15 consideration in determining the effect of the use on the general welfare, public health and safety.”

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

18
19 Section 32-352 identifies specific performance standards for Rural Event Facilities which must be
20 addressed in the application and analysis of the proposed amendments.

21
22 The site is located in the far northwestern corner of the community and the parcel is bordered by the
23 City of Hugo to the north, and the City of Dellwood to the south. The following existing site
24 conditions are present on each of the PIDs as referenced above:

25
26 0503021210005 – The parcel is described as Lot 5 of the Meadowlark Subdivision and is the
27 northwestern most parcel of the Subdivision. The parcel is approximately 23.72 acres, is irregular in
28 shape, and located southeast of 120th Street North which forms a curvilinear border on the north and
29 west property line. The parcel includes an existing house (principal structure); the existing
30 Dellwood Wedding Barn which is approximately 3,800 square feet; three existing out buildings that
31 total approximately 7,200 square feet; and an existing corn crib which is approximately 820 square
32 feet and is located directly south of the Barn. Outdoor happy hours associated with the events are held
33 on the graveled area between the Barn and the Corn Crib, and that additional outdoor gathering occurs
34 near the firepit near the parking lot. The home and buildings are accessed from an existing gravel
35 driveway that is connected to 120th Street North in two locations and is approximately 12-foot wide.
36 As required by the conditions of the CUP, the Applicant constructed a graveled parking lot directly
37 west of the Dellwood Barn Wedding facility which is connected by footpaths to the facility.

38
39 0503021210004 – The parcel is described as Lot 4 of the Meadowlark Subdivision and is
40 adjacent, and to the east, of Lot 5 described above. The parcel is approximately 13.42 Acres, is
41 slightly irregular in shape, but generally runs north-south with its northern property line bordered by
42 120th Street North. The parcel does not have a principal structure and for purposes of this review is
43 considered in combination with Lot 5. The parcel has three existing outbuildings that total
44 approximately 3,425 square feet and are located in the northwest corner of the property. There is an
45 existing wood fence that extends from the Barn located on Lot 5 and encompasses the outbuildings on

1 Lot 4. The majority of the site is generally open, with some sparse vegetation and a wetland area near
2 the southwestern property line. This site includes supporting infrastructure to the Dellwood Wedding
3 Barn and is used for outdoor ceremonies as permitted within the existing CUP.

4
5 City Planner Swanson stated the site is guided A-1 in the City’s adopted Comprehensive Plan. Land
6 within the A-1 land use designation is generally described as supporting rural, agricultural and rural
7 residential uses with limited accessory commercial uses as identified and allowed within the City’s
8 zoning ordinance. The City’s ordinances conditionally permit Rural Event Facilities provided certain
9 performance standards can be met. The existing Dellwood Barn Weddings facility and use was
10 permitted with a CUP in 2014, was amended in 2019. During both reviews the use was deemed
11 consistent with the City’s Comprehensive Plan.

12
13 Rural Event Facilities were added as a permitted conditional use in 2014 with specific performance
14 standards. All existing operations have been deemed appropriate and consistent with the conditions
15 of the CUP, Amended CUP (2019) and the adopted zoning ordinance. Since the proposed amendment
16 does not include any structural or site conditions no additional analysis regarding dimensional
17 standards is included in this staff report.

18
19 Based on the previous review, the proposed modifications most directly affect the conditions
20 regarding Hours of Operation and Noise/Amplification. Given that, the following analysis focuses
21 primarily on these two issues (though staff acknowledges and understand that other conditions may be
22 affected minimally if the proposed modifications are permitted. However, since the modifications are
23 temporary and limited only to the 2020 wedding season, the potential impact is likely minimal.)

24
Hours of Operation The Applicant has requested a modified schedule for the 2020 wedding
season in response to the COVID-19 pandemic. As most people are aware, the current peacetime state of emergency and stay at home order
requires all non-essential businesses to be closed and prohibits gatherings. The stay-at-home order is set to expire on May 4, but it is
anticipated that social distancing requirements will persist, and gatherings will continue to be prohibited into the Spring. This has significant impact
on the Applicant’s business as they had weddings and events scheduled in May that will have to be rescheduled or cancelled. As a result, the
Applicant is requesting consideration to allow for the ability to reschedule some of these events for the late summer or fall of 2020. To
be able to reschedule these events the Applicants have indicated that they would need to offer additional dates with expanded times (there are a
limited number of Friday and Saturday nights available, and they are already booked). As such, the Applicant requests the following
adjustment to the hours of operation for the 2020 wedding season:

- Thursdays – 9 AM to 10:30 PM (Site dark)
- Sundays – 9 AM to 10:30 PM (Site dark)

The Applicant has stated that the proposed changes/modifications would be ONLY to allow for rescheduling of the events currently booked, and it is not intended to take on new/additional weddings. At this time, the Applicant has identified approximately 10-events that may need to be rescheduled, which they have predicted by following the Governor's press conferences and CDC guidelines.

Staff Response: The current COVID-19 pandemic is affecting many of our small businesses and staff believes it is reasonable to make this request. However, adjacent neighbors expressed significant concern regarding late night events particularly during the school year. Neighbors also expressed a strong desire to maintain Sundays as a quiet time so that everyone can enjoy their homes and properties. With those concerns in mind staff would offer the following considerations:

- Draft Conditions can specifically be tailored to ONLY 2020, so that there is no doubt or confusion that the altered hours of operation are not permitted into perpetuity. (See attached CUP for draft language)
- Thursdays and Sundays are school nights in the months of September and October (hopefully). The City Council could consider altered hours for those two months (perhaps 9 PM, with site dark at 9:30 PM would be more palatable during the school year. (See attached CUP for draft language)

Noise/Amplification There are no changes proposed to the conditions related to amplification as part of this request. That is, the Applicant is not proposing additional activities on the north lawn, etc.; however, the temporary modification of the hours of operation on Thursdays and/or Sundays is different from what is currently permitted. It should be noted that regardless of permitted hours of operation, as discussed during the 2014 and 2019 application review process, all amplification and noise must meet the MPCA's noise standards, which would apply to weekday hours which have earlier cut-off times than weekends.

Staff Response: During the 2019 review process, several adjacent neighbors indicated their concern particularly of Sunday events. While staff understands their concerns, the proposed modification to allow Sunday events is temporary and can be conditioned to apply ONLY to the 2020 wedding season. The current COVID-19 pandemic is a situation that is disproportionately affecting businesses like the Dellwood Barn Weddings and it seems reasonable to alter their hours provided the noise/amplification can be managed to be comply with the MPCA noise ordinance standards. Staff believes the impact can be further mitigated by

capping the number of events permitted on Thursday and Sunday through conditions and ensuring that all operations revert back to the 2019 hours of operations detailed in Condition #4 of the permit.

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There are no changes to the site that require engineering review currently, all proposed changes are operational. There are no other agencies that have jurisdiction of the proposed changes.

Staff requests discussion by the City Council of the proposed application and consideration of the draft conditions contained in the attached Conditional Use Permit (additions noted with underline). Staff requests the following direction from the City Council to:

- Prepare a Resolution of Approval and Amended CUP as presented or with additions/modifications/deletions; or
- Prepare a Resolution of Denial with Findings

Mr. Scott Jordan, Applicant, stated he has been dealing with some very panicked brides and grooms and they are just looking for a way to accommodate them. The Sheriff's Department has a list of all the 2020 events. He stated they are not looking to schedule any additional event and there actually will be less events this year. He stated he is open with the recommended times and firmly believes there will be less people attending the events due to the pandemic. He agreed that the additional days would be limited to six Sundays and four Thursdays noting he would provide a schedule to City staff.

Council Member Carr moved to open the public hearing at 8:23 p.m. Council Member Schafer seconded the motion. Motion carried unanimously by a roll call vote.

Ms. Lori Wittmer, 7140 Lake Elmo Avenue indicated she was agreeable to the proposed amendment.

Mr. Kevin Rhodes, 12160 Upper Heather Avenue, stated that once a business is expanded it is very difficult to pull back. He said he appreciates the applicant limiting Sundays to six and would like a schedule of events.

Ms. Lindsey Jefferson questioned the number of events being moved and did not provide an address.

There were no other public comments relating to this issue.

Council Member Schafer moved to close the public hearing at 8:40 p.m. Council Member Rog seconded the motion. Motion carried unanimously by a roll call vote.

Council directed staff to add language regarding the number of Sunday and Thursday events to the Conditions of Approval.

Council Member Carr moved to approve Amended CUP, Dellwood Barn Weddings, as amended. Council Member Schafer seconded the motion. Motion carried by a roll call vote with Council Member Rog voting nay.

1 **PUBLIC HEARING, Consideration of Resolution No. 2020-20, Clear Cut CUP, 6667 Keats**
 2 **Avenue North** – City Planner Swanson advised the Applicant and Owner, Mike Regan on behalf of
 3 the Indian Hills Golf Club, is requesting a conditional use permit to allow for vegetative cutting
 4 (clearcutting) of properties located adjacent to the existing golf course. The existing golf course is
 5 subject to a CUP which identifies certain areas as Outlots for the golf course use. The properties that
 6 are the subject of this application are owned by the Indian Hill Golf Club but are not included in the
 7 current CUP. The Applicant’s ultimate objective is to relocate three (3) existing holes from the
 8 current Indian Hills Golf Club course to the subject properties. After discussion with staff, it was
 9 determined that a two-step process would be the most efficient to process the Applicant’s request.
 10 Staff outlined the process as the following:

- 11
- 12 1. Apply for, and obtain, a Conditional Use Permit for the subject properties for vegetative
- 13 cutting (this application). If granted, the Applicant would be authorized to begin site
- 14 preparation, including any authorized clearing/grubbing activities, as well as grading as
- 15 permitted by the City Engineer.
- 16 2. After the CUP for vegetative cutting is obtained, and concurrent to site work, the Applicant
- 17 will apply for an Amendment to the existing CUP to incorporate the subject properties and the
- 18 operations associated with the three relocated holes.
- 19
- 20

21 On April 21, 2020 the Planning Commission held their regular meeting as a Zoom video conference.
 22 Staff prepared a short presentation and commissioners discussed the application and asked some
 23 clarifying questions from the Applicant. Staff noted that the Public Hearing would be held at the May
 24 5, 2020 City Council meeting. After a brief concluding discussion the Planning Commission
 25 unanimously recommended approval of the requested Conditional Use Permit with the conditions as
 26 noted to the City Council.

27
 28 A duly noticed public hearing has been scheduled for the City Council meeting on May 5, 2020. All
 29 notices indicated that the Public Hearing would likely be held as a video conference with instructions
 30 to obtain the meeting information from the City’s website. Adjacent property owners within ¼-mile
 31 were notified of the process to participate in the public hearing using their computer or a call-in
 32 number, and the official notice was placed in the newspaper directing all interested parties to the
 33 City’s website.

34
 35 **Project Summary**

36 Applicant & Owner: Mike Regan, Indian Hills Golf Club	Site Size: 141.18 Acres
Zoning & Land Use: A-2	Request: Conditional Use Permit (CUP)
Address: 6667 Keats Ave N	PIDs: 2603021330001 2603021430001

37
 38 The Applicant is requesting a Conditional Use Permit to allow for vegetative grubbing and clearing
 39 on approximately 23.79 acres of the subject properties. The proposed activities include the removal of

1 approximately 8.9 acres of woodland and removal of approximately 6 acres of brush and
2 undergrowth. As indicated by the Applicant, the total area of removal may be reduced depending on
3 the watershed district’s permitting process. (Additional detail regarding this item is provided in
4 subsequent sections of this staff report).

5
6 The purpose of clearing approximately 23.79 acres is to allow for the relocation of three (3) golf holes
7 to the subject properties. The existing CUP for the Indian Hills Golf Club and neighborhoods does not
8 include the subject properties. The Indian Hills Golf Club is the owner of the subject properties, but
9 they are not subject to the current CUP and there are no current golf related improvements on the
10 properties. The Applicant has indicated that the existing 18-hole golf course experiences flooding on
11 holes 5, 6 and 7 due to their proximity to Keats Pond which is impacted by area flooding from
12 Sunnybrook Lake, Thueson Pond, and Keats Pond. Given the regular, and historic flooding, the
13 Applicant is proposing to relocate the three identified holes to the subject property.

14
15 City Planner Swanson advised the Applicant stated that he needs to begin working on the relocation
16 process as soon as possible, and Staff indicated the most efficient way to begin site work would be to
17 first obtain this CUP for vegetative cutting which (if approved) will allow subsequently for grading to
18 begin after City Engineer review and approval of the grading permit. This CUP does not permit or
19 authorize the relocation of the holes for operations because the subject properties are not governed by
20 the existing CUP for the golf course. Therefore, the Applicant must secondly apply for an Amended
21 CUP that will address the relocation of the holes and operations.

22
23 According to the City Code, Conditional Use Permits are subject to the process and review criteria
24 stated in City Code Section 32-152. The City Code further states the following for consideration when
25 reviewing a Conditional Use Permit (32-141):

26
27 “(d) In determining whether or not a conditional use may be allowed, the City will consider
28 the nature of the nearby lands or buildings, the effect upon traffic into and from the premises
29 and on adjoining roads, and all other relevant factors as the City shall deem reasonable
30 prerequisite of consideration in determining the effect of the use on the general welfare, public
31 health and safety.”

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

34
35 Section 32-348 Vegetative Cutting provides direction regarding clearing and grubbing activities.

36
37 There are two separate parcels associated with the subject application, which are described in the
38 following:

39
40 Parcel 2603021330001 is approximately 101.55 acres and is oriented north-south, with its northerly
41 property line abutting CSAH 12. Based on the aerial from the Washington County GIS records, there
42 are three existing structures clustered on the west side of the property approximately 515-feet from
43 the CSAH 12 right-of-way, and 230-feet from the westerly property line. The east and west property
44 lines are heavily vegetated, with a clearing in the central portion of the site. It appears from the aerial,
45 and the Applicant’s submitted plans there are extensive wetland areas including a fen dispersed

1 intermittently throughout the site, and that the central portion of the site has recently been used for
2 agricultural production. The site is contiguous on the southern boundary to the existing Indian Hills
3 Golf course hole #7.

4
5 Parcel 2603021430001 is located southeast of Parcel 2603021330001 and is adjacent to the existing
6 golf course on its westerly border. The subject property includes vegetation on the southern and
7 eastern property line with some intermittent vegetation interior to the parcel. It appears that there are
8 some wetlands on the subject property, and that the site has recently been used for agricultural
9 production. There are no structures on the site, and there are no existing structures on the parcel.

10
11 City Planner Swanson advised the subject properties are located within the Agricultural Small Scale
12 A2 land use designation which encourages rural residential and agricultural uses. The purpose of the
13 vegetative clearcutting is to support the relocation of three (3) golf holes to the subject properties and
14 does not further intensify the subject property or surrounding uses. Given the intended purpose of the
15 activity, it is consistent with the City’s adopted Comprehensive Plan.

16
17 The follow site and dimensional standards that are applicable to the subject application are provided
18 for your review and consideration.

19
20 The following site and zoning requirements in the A-2 district regulate the site and proposed project:

21

Dimension	Standard
Lot Size	5 acres
Front Yard Setback	65’
Side Yard Setback	20’
Rear Yard Setback	50’
Wetland Buffers (BCWD Regulations)	100’

Setbacks: Section 32-348 (b) *Prohibited locations* states that no vegetative clearing shall be permitted within any required yard (setback). As shown on the site plan, it appears that the extents of the clearing and grubbing work is generally near the southeastern edge of parcel 2603021330001 contiguous to parcel 2603021430001. If both parcels are considered collectively, the proposed removal appears to be located outside of all setbacks. *Staff would recommend including a condition that all clearing and grubbing locations be marked in the field to ensure vegetative cutting does not occur within the setback area. Additionally, staff would request that the clearing and grubbing areas be clearly marked on an updated site plan for confirmation that all vegetation in the setback areas remains intact.*

Wetland Areas & Buffers

The Applicant’s Site Plan (“Plan”) indicates and identifies a wetland complex on the subject sites adjacent to, and near, the proposed clearing and grubbing activities. The BCWD has indicated that this complex is a fen and is an important natural resource in the area. Since the Planning Commission meeting the Browns Creek Watershed District has issued a conditional approval of the requested clearing and grubbing activities, as well as for the full construction and operations of the three (3) relocated golf holes to the subject properties. A copy of the correspondence is attached to this staff report for your review and consideration. Staff recommends including the BCWD conditional approval by reference in the CUP, if approved. *Staff would suggest including a condition that all clearing, grubbing and grading activities within the wetland buffer areas are subject to the conditions from the BCWD.*

Grading Plan

This CUP application does not address or include approval for any grading activities, though they are described and identified within the Applicant’s narrative. The City Engineer is in the process of reviewing the grading plan. It should be noted that the proposed grading is intended to support the construction of three (3) new golf holes, but the grading permit does not approve operations of the three relocated holes. As previously noted, operations will be addressed through a formal Amendment of the existing CUP for golf course operations.

1 The City Engineer has reviewed the subject application and the associated grading permit request. No
2 further comments specifically addressing the CUP were provided, but a condition requiring
3 compliance with the City Engineer’s grading permit conditions has been included in the attached
4 permit.
5

6 The subject properties are located in the Browns Creek Watershed District. Staff discussed the
7 proposed activities with the BCWD several times, and their conditional review has been incorporated
8 as an attachment to this staff report. Staff would note that the BCWD’s review address the project in
9 its entirety, including construction of the holes and assumes operations. As noted, the City’s process
10 breaks up the process into this CUP, and the requirement that the existing CUP be amended to
11 incorporate the subject properties into the operations. As such, the BCWD review letter will be
12 applicable (and included) to this CUP, as well as the request to Amend the existing CUP.
13

14 Staff has prepared a draft Conditional Use Permit and Resolution of Approval consistent with the
15 recommendation of the Planning Commissioner for your review and consideration.
16

17 **Council Member Carr moved to open the public hearing at 9:20 p.m. Council Member Rog**
18 **seconded the motion. Motion carried unanimously by a roll call vote.**
19

20 Mr. Wade Shores, 10124 67th Lane N stated he has no issue with what the Applicant is proposing but
21 is frustrated that the area has continual flooding, vacant homes and roads under waters;. It seems
22 there is no real plan to manage the flooding.

1 Mr. Mike Kraemer, 6969 Jocelyn Road, stated he supports the Applicants efforts in the flooding
2 issue, working with the City on the flooding and what he is proposing now. He added he hopes that
3 when the new holes are constructed the land can help in flood mitigation.

4
5 Mr. Scott Jordan, 7373 120th Street, stated he is in favor of the proposal and thinks the Applicant
6 should be reimbursed for some of his work.

7
8 Mr. Adam Bettin advised he was supportive of the proposal and did not provide an address.

9
10 Mr. Don Roll stated he thinks the proposal is a good idea and did not provide an address.

11
12 **Council Member Carr moved to close the public hearing at 9:28 p.m. Council Member Rog**
13 **seconded the motion. Motion carried unanimously by a roll call vote.**

14
15 **Council Member Rog moved to adopt Resolution No. 2020-20, as amended. Council Member**
16 **Giefer seconded the motion. Motion carried unanimously by a roll call vote.**

17
18 **Consideration of Resolution No. 2020-21, Application for Comprehensive Plan Amendment to**
19 **Re-guide 5.3 Acres, 11298 60th Street North** – City Planner Swanson advised the Applicant, Adam
20 Bettin, in coordination with the Owner the Stillwater West, LLC, is requesting a Comprehensive Plan
21 Amendment to re-guide approximately 5.3-acres from Agricultural Small Scale (A2) to General
22 Business (GB). The subject property is located at 11298 60th Street North, and is bordered by 60th
23 Street North on the southern property border which is the frontage road to Highway 36.

24
25 The Applicant presented a general concept plan to the City Council on February 4, 2020 to consider a
26 mini-storage business on the subject property. The City Council told the Applicant that the proposed
27 use is not permitted in the A2 land use designation or zoning district. A couple council members
28 indicated that such use would be more appropriate in the City’s General Business (GB) land use
29 designation and zoning district, if it would be permitted at all. Given the feedback at the City Council
30 meeting the Applicant scheduled a preapplication meeting with the City Staff. On February 26th staff
31 met with the Applicant to discuss the proposed use and the process to move forward. Staff indicated
32 that given the City Council’s response the only option is to first seek a Comprehensive Plan
33 Amendment (CPA) to re-guide the subject property from A2 to GB. If the City Council approves the
34 CPA, then the Applicant would need to seek rezoning of the property which would include a map
35 amendment, possibly a text amendment, and a Conditional Use Permit. However, the subsequent
36 steps are only necessary and relevant if the property is re-guided to GB.

37
38 A duly noticed public hearing was published for March 17, 2020 at 6:30 PM, but was rescheduled to
39 April 21, 2020. The March Planning Commission meeting was cancelled due to the COVID-19
40 pandemic which prevented commissioners from meeting in-person. Since March, the City has
41 adopted an emergency resolution to hold all meetings, including City Council and Planning
42 Commission, using video conferencing. On April 21, 2020 the Planning Commission held their
43 meeting using Zoom video conference, and the public was provided instructions on how to join the
44 public hearing using computer or phone. One member of the public provided testimony in support of
45 the request to re-guide the subject property to GB.

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The Planning Commission discussed the application and asked a couple questions from staff and the applicant. After discussion, the Planning Commission unanimously recommended denial of the Comprehensive Plan Amendment with the following findings:

- The City recently prepared its 2040 Comprehensive Plan and carefully considered, evaluated and prepared the Future Land Use plan which guided the property for A2.
- The adopted 2030 Plan and the draft 2040 Plan specifically limits the amount of General Business to existing uses. The vision, goals and strategies of the Comprehensive Plan focus on retaining rural residential uses and does not support the expansion of General Business uses.
- The parcels guided for General Business are uses and business that have existed, in most cases, since the 1970’s and no further expansion was contemplated. The designation is intended to reflect what the properties are currently used for not to guide new land for future business uses.
- A more detailed study of the full Highway 36 corridor should be undertaken to evaluate what changes are warranted, if desired by the Council, rather than to re-guide property on a piecemeal basis.

Project Summary

Applicant:	Adam Bettin
Owner:	Stillwater West, LLC
PID:	3603021340002
Total Acres:	5.3
Address:	11298 60 th Street North
Zoning & Land Use:	A2
Request:	Comprehensive Plan Amendment to re-guide subject property from A2 to GB

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The Applicant is requesting a Comprehensive Plan Amendment (CPA) to re-guide the subject property from A2 to GB. The proposed GB land use designation would allow the property to be used for a variety of principal business uses that would not be permitted in the current A2 land use designation.

City Planner Swansons advised the City’s official controls, including the Zoning Ordinance (Chapter 32) and Subdivision Ordinance (Chapter 30) do not explicitly define the criteria for review of a CPA. State Statute 462.355, and various associated statutory sections, enable Cities and property owners to request an amendment to the City’s Comprehensive Plan. For purposes of this request, language in Chapter 30 and Chapter 32 regarding Zoning Amendments can be referenced for guidance in considering this application.

1 Generally, the most important consideration when processing CPA's is to determine whether re-
2 guiding the property is consistent with the City's overall vision and goals as stated within the adopted
3 Comprehensive Plan. If the request is determined to be consistent then re-guiding is reasonable.

4 The existing parcel is approximately 5.3-acres and is currently vacant. The subject parcel was
5 subdivided from the adjacent larger 74.92-acre parcel that surrounds the subject property on the north
6 and east. The timing of the subdivision is unknown, and currently both parcels are owned by different
7 parties. The site is bordered by 60th Street on the southern property line, the American Polywater
8 property to the west, vacant/agricultural land to the north and east. The property is accessed from an
9 existing gravel driveway located approximately 200-feet from the westerly property line, and 215-feet
10 from the easterly property line.

11
12 As shown on the aerial provided as Attachment B, the property is heavily vegetated on the northern
13 and eastern portions of the property with a small clearing on southwestern quarter of the property.
14 There appears to be a wetland/ponding area along the eastern half of the road frontage (likely
15 stormwater runoff from the roadways), and no other significant wetland areas appear per the National
16 Wetland Inventory (NWI). A wetland delineation has not been completed for the subject property.

17
18 City Planner Swanson stated the 2040 Comprehensive Plan is in draft form and the current draft does
19 not expand the General Business (GB) land area from the adopted 2030 Plan. Both the 2030 and 2040
20 plans deliberately limit the amount of land guided as GB, and generally guides only existing
21 businesses along the Highway 36 frontage (60th Street N. frontage road) as GB. The City's overall
22 policy direction has been focused on protection of the City's rural residential and agricultural uses.
23 One strategy to support that objective is to limit the amount of land guided for any type of business
24 use. While the City's rural residential and agricultural land uses conditionally permit businesses, most
25 of the permitted business uses are required to be accessory to a principal residential use. The GB
26 designation is different than the City's A1, A2 and RR designations in that it permits a wider variety
27 of business to be permitted and conditionally permitted as principal uses.

28
29 The Applicant has stated in their narrative that they believe the subject property is better suited, and
30 more consistent, with the GB land use designation and as such has requested a Comprehensive Plan
31 Amendment to re-guide the subject property. The Applicant's reasons are summarized as the
32 following, and City Staff's responses are provided below each reason in *italics*:

- 33
34 • The parcel is adjacent to existing businesses that are guided GB. The adjacent parcel to the
35 east is American Polywater, which is situated on a similarly sized property and shares the
36 subject property's westerly property line.

37 *Staff Response: There are several small properties along the Highway 36 frontage that are*
38 *guided in the 2030 and 2040 Comprehensive Plan as General Business. Many of the*
39 *properties are developed with existing businesses that have been in existence since the 1960's,*
40 *though some new businesses have been developed recently. Business uses in this designation*
41 *are diverse from manufacturing/warehousing to restaurants. The subject property is adjacent*
42 *and contiguous to the GB land use designation and has its frontage on the 60th Street N*
43 *frontage. Staff agrees that re-guiding the property to GB would not create unrealistic*

1 precedent for further expansion of the GB land use designation, and if a new business was
 2 developed on the property it would be consistent with the character of the surrounding uses.
 3

- 4 • The parcel size (5.3 acres) is too small to be used for meaningful agricultural uses.

5 **Staff Response:** Staff agrees that the subject property is unlikely to be used for any significant
 6 agricultural activity, but that does not mean that it will remain vacant. The existing
 7 topography and vegetation in combination with the size will likely impact the desirability of
 8 the site for agricultural uses. There are several small “hobby farms” throughout the City that
 9 farm less than 10-acres, but the existing configuration and vegetation makes the site an
 10 unlikely candidate for such use.
 11

- 12 • The location of the parcel adjacent to Highway 36 in combination with the small parcel size
 13 makes it undesirable for a principal residential use.

14 **Staff Response:** Staff acknowledges that the site may not be desirable for only single-family
 15 uses, but there are other conditionally permitted uses in the A2 land use designation that may
 16 be desirable. However, given the small parcel size, the ability to develop the site with a
 17 principal use and a conditionally permitted accessory business use (for example) may be
 18 unlikely given the City’s ordinances rules and regulations. Depending on the value of the
 19 parcel, staff agrees that developing the site for a single-family use is probably not the most
 20 desirable, or highest-and-best use of the property.
 21

- 22 • If the parcel is permitted to develop with a commercial/business use, then the subject property
 23 will be taxed accordingly and will add to the City’s tax base.

24 **Staff Response:** The existing site is vacant and does not generate significant taxes for the
 25 City. The proposed re-guiding of the subject property to GB does not guarantee a specific
 26 commercial/business use, therefore a specific determination regarding impact to taxes cannot
 27 be made. However, staff does agree that if the site is developed from its current vacant
 28 condition for any type of business that its contribution to the City’s taxes will increase.
 29 Further, staff believes that from a market perspective that the site is well suited to
 30 commercial/business uses and will more than likely be developed if re-guiding to GB is
 31 approved.
 32

33 Since the City’s ordinances do not specifically identify a criterion from which to review a
 34 Comprehensive Plan Amendment staff provides the following additional background:
 35

- 36 • Re-guiding does NOT approve a specific project. Any council member, planning
 37 commissioner, property owner or person with real estate interest in the City may request an
 38 amendment to the City’s Comprehensive Plan. Such amendment can be either a map
 39 amendment or an amendment to language within the Plan. If the City agrees that the land use
 40 designation of the subject property should be changed and re-guided, it only approves that
 41 action (the map amendment, for example) it does not approve or deny a specific development
 42 project.
 43

- 1 • The decision to re-guide is legislative which allows you more discretion to approve or deny
2 the request. An application to amend the comprehensive plan is legislative because it
3 establishes policies for future decision-making. Since the decision to re-guide a property is
4 policy oriented, the Planning Commission and City Council have more discretion to determine
5 if a map change is warranted and consistent with your goals. If the Planning Commission and
6 City Council determine that the adopted land use plan is representative of your policies and
7 you determine no map change is warranted, that is acceptable, and you may deny the request.
8 However, if you determine a map change is warranted then all future decisions regarding the
9 specific development of the site must be consistent with the GB land use designation.
10 Approving the map change will subsequently require you to rezone the property to GB to be
11 consistent with the land use designation (rezoning will occur at time of application for a
12 specific development).
- 13
- 14 • Property size does not have to be a basis for determination. While the existing property size is
15 more consistent with GB properties in the area, that does not mean you are required to rezone
16 the property. Based on the City’s existing land uses and zoning districts, a single-family home
17 likely could be constructed on the subject property providing reasonable use to the property.
- 18
- 19 • Use the “vision” for the Highway 36 Corridor in your analysis. Staff suggests considering the
20 merits of expanding the City’s GB land use designation to this site and evaluate whether the
21 types of uses contained within the GB zoning district would be consistent with your vision for
22 this area of the City.

23

24 All Comprehensive Plan Amendments require review and approval by the Metropolitan Council.
25 Because the City’s 2040 Comprehensive Plan update is in draft form and under review with the
26 Metropolitan Council, this amendment could be incorporated as part of the update process. Since no
27 specific development plans would be approved as part of this action no other agency review is
28 required at this time.

29

30 Staff has prepared a draft resolution of denial as recommended by the Planning Commission.

31

32 **Council Member Giefer moved to adopt Resolution No. 2020-21, as presented. Council**
33 **Member Rog seconded the motion. Motion carried by a roll call vote with Council Member**
34 **Carr abstaining.**

35

36 **City Attorney, Dave Snyder (no action items)**

37

38 **NEW BUSINESS**

39

40 **Consideration of Planning Commission Appointments**– City of Grant Planning Commission
41 interviews were held prior to the regular Council meeting.

42

1 Council Member Carr moved to appoint Dan Gaglirdi and Jim Huttemier to the City of Grant
2 Planning Commission. Council Member Rog seconded the motion. Motion carried
3 unanimously by a roll call vote.

4

5 **UNFINISHED BUSINESS**

6

7 There was no unfinished business.

8

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

10

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

12

13 **City Council Reports/Future Agenda Items**

14

15 No items were placed on a future agenda.

16

17 **COMMUNITY CALENDAR MAY 6 THROUGH MAY 31, 2020:**

18

19 **Mahtomedi Public Schools Board Meeting, Thursday, May 7th and May 21st, Mahtomedi
20 District Education Center, 7:00 p.m.**

21

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

23

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

25

26 **City Office Closed, Monday, May 25th, 2020, Memorial Day Holiday**

27

28 **Annual Clean Up Day, Saturday, June 6, 2020, Town Hall, 9:00 a.m. to Noon**

29

30 **ADJOURNMENT**

31

32 **Council Member Schafer moved to adjourn the meeting at 9:59 p.m. Council Member Rog
33 seconded the motion. Motion carried unanimously.**

34

35 **These minutes were considered and approved at the regular Council Meeting June 2, 2020.**

36

37

38

39

40 _____
Kim Points, Administrator/Clerk

Jeff Huber, Mayor

41

42

Fund Name:	Vendor	Date	Description	Check #	Void	Account Name	F-A-O-P	Total
All Funds	05/05/2020 To 05/30/2020							
05/26/2020	CenturyLink	14371	City Phone	14371	N	City Office Telephone	100-41309-321-	\$ 271.81
		Total For Check		14371				\$ 271.81
05/26/2020	Johnson Turner Legal	14372	April Billing	14372	N	Legal Fees - General	100-41204-301-	\$ 1,605.75
		14372		14372		Legal Fees - Complaints	100-41205-301-	\$ 525.25
		14372		14372		Legal Fees - Prosecutions	100-41206-301-	\$ 1,900.00
		Total For Check		14372				\$ 4,031.00
05/26/2020	City of Mahtomedi	14373	1st Quarter Fire Contract	14373	N	Fire - Mahtomedi	100-42002-300-	\$ 36,407.00
		Total For Check		14373				\$ 36,407.00
05/26/2020	Graphic Resources	14374	Sprin 2020 Newsletter	14374	N	City Newsletter	100-41307-301-	\$ 1,325.12
		Total For Check		14374				\$ 1,325.12
05/26/2020	City of Stillwater	14375	1st Half Fire Contract	14375	N	Fire - Stillwater	100-42003-300-	\$ 65,104.00
		Total For Check		14375				\$ 65,104.00
05/26/2020	Waste Management	14376	Recycling -	14376	N	Recycling	100-43011-384-	\$ 5,015.92
		Total For Check		14376				\$ 5,015.92
05/26/2020	Washington County Property Records	14377	Assessor PP & PILT	14377	N	Property Assessor	100-41208-301-	\$ 266.10
		Total For Check		14377				\$ 266.10
05/26/2020	CliftonLarsonAllen	14378	Inv#2474721	14378	N	Audit Fees	100-41201-300-	\$ 14,070.00
		Total For Check		14378				\$ 14,070.00
05/26/2020	Washington County Recorder	14379	Recordings	14379	N	Escrow	920-49320-301-	\$ 46.00
		14379		14379			928-49320-301-	\$ 46.00
		14379		14379			932-49320-301-	\$ 46.00
		14379		14379			937-49320-301-	\$ 46.00
		14379		14379			940-49320-301-	\$ 46.00
		14379		14379			964-49320-301-	\$ 46.00
		14379		14379			967-49320-301-	\$ 46.00
		Total For Check		14379				\$ 322.00
05/26/2020	Lisa Senopole	14380	Video Tech	14380	N	Cable Costs	100-41212-100-	\$ 180.00
		Total For Check		14380				\$ 180.00

Fund Name: All Funds

Date Range: 05/05/2020 To 05/30/2020

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
05/26/2020	Sprint	14381	City Cell Phone	N	Road Expenses - Other	100-43116-321-	\$ 32.52
		14381	Total For Check				\$ 32.52
05/26/2020	Todd Smith	14382	Monthly Assessment Services - May	N	Property Assessor	100-41208-300-	\$ 1,991.92
		14382	Total For Check				\$ 1,991.92
05/26/2020	SHC, LLC	14383	Planning	N	City Planner	100-41209-301-	\$ 3,785.50
		14383			Comprehensive Plan	100-43173-301-	\$ 266.00
		14383			Escrow	674-49320-301-	\$ 997.50
		14383				972-49320-301-	\$ 332.50
		14383				973-49320-301-	\$ 665.00
		14383	Total For Check				\$ 6,046.50
05/26/2020	Xcel Energy	14384	Utilities	N	Town Hall Electricity	100-43004-381-	\$ 101.71
		14384			Well House Electricity	100-43010-381-	\$ 282.58
		14384			Street Lights	100-43117-381-	\$ 43.49
		14384	Total For Check				\$ 427.78
05/26/2020	Kline Bros Excavating	14385	Road Maintenance	N	Grader Contractor	100-43101-301-	\$ 8,620.00
		14385			Gravel Road Costs	100-43106-301-	\$ 11,570.00
		14385			Road Shouldering	100-43108-301-	\$ 1,742.50
		14385			Gravel Reclaiming	100-43127-301-	\$ 2,350.00
		14385			Ditch Repair	100-43133-301-	\$ 11,175.00
		14385	Total For Check				\$ 35,457.50
05/26/2020	ADT Security Services	14386	Town Hall Security System	N	Town Hall Maintenance	100-43003-300-	\$ 676.08
		14386	Total For Check				\$ 676.08
05/26/2020	Press Publications	14387	Ordinance Publication	N	Publishing Costs	100-41308-351-	\$ 46.44
		14387	Total For Check				\$ 46.44
05/26/2020	Croix Valley Inspector	14388	Building Inspector	N	Building Inspection	100-42004-300-	\$ 3,536.11
		14388	Total For Check				\$ 3,536.11
05/26/2020	KEJ Enterprises	14389	April20 Road Contractor	N	Animal Control	100-42006-300-	\$ 83.00
		14389			Town Hall Mowing	100-43006-300-	\$ 125.00
		14389			Ball Field Maintenance	100-43009-300-	\$ 125.00
		14389			Road Engineering Fees	100-43102-300-	\$ 166.14
		14389			Road Garbage Removal	100-43105-300-	\$ 167.00
		14389			Gravel Road Costs	100-43106-300-	\$ 20.84
		14389			Magnesium Chloride	100-43107-300-	\$ 41.67

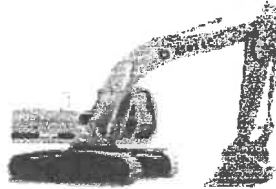
Fund Name: All Funds

Date Range: 05/05/2020 To 05/30/2020

<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>
		14389			Road Sign Replacement	100-43110-300-	\$ 83.84
		14389			Culvert Repair	100-43111-300-	\$ 20.84
		14389			Snow & Ice Removal	100-43113-300-	\$ 5,416.67
		14389			Road Brushing	100-43114-300-	\$ 2,250.00
		14389			Road Side Mowing	100-43115-300-	\$ 500.00
		14389					\$ 9,000.00
05/26/2020	PERA	14390	PERA	N	Clerk PERA	100-41102-120-	\$ 346.42
		14390			Clerk PERA Withholding	100-41108-100-	\$ 399.71
		14390					\$ 746.13
05/26/2020	IRS	EFT128	Payroll Taxes	N	Clerk FICA/Medicare	100-41103-100-	\$ 407.71
		EFT128			Clerk Medicare	100-41105-100-	\$ 77.28
		EFT128			Federal Withholding	100-41107-100-	\$ 403.05
		EFT128			Social Security Expens	100-41109-100-	\$ 330.43
		EFT128					\$ 1,218.47
05/30/2020	Payroll Period Ending 05/26/2020	14370	May20	N	Clerk Salary	100-41101-100-	\$ 3,972.89
		14370					\$ 3,972.89
							\$ 190,145.29

Total For Selected Checks

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



Invoice

DATE	INVOICE #
5/25/20	2558

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

DUE DATE
6/4/20

DESCRIPTION	QTY	UNIT COST	AMOUNT
4-27-20 770B	9	80.00	720.00
4-27-20 740A	8.5	80.00	680.00
4-29-20 770B	8	80.00	640.00
4-29-20 740A	9.5	80.00	760.00
4-30-20 770B	7.25	80.00	580.00
4-30-20 740A	8.5	80.00	680.00
5-09-20 770B	8	80.00	640.00
5-09-20 740A	4.5	80.00	360.00
5-11-20 770B	6.75	80.00	540.00
5-11-20 740A	3.5	80.00	280.00
5-14-20 770B	4.5	80.00	360.00
5-14-20 740A	8	80.00	640.00
5-15-20 740A	4	80.00	320.00
5-18-20 770B	9	80.00	720.00
5-18-20 740A	8.75	80.00	700.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE	Total		8,620.00

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



Invoice

DATE	INVOICE #
5/25/20	2559

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

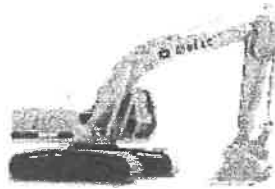
DUE DATE
6/4/20

DESCRIPTION	QTY	UNIT COST	AMOUNT
5-12-20 LOADS OF RC-5 HAULED TO KIMBRO LN (75 LABOR + 90 GRAVEL)	6	165.00	990.00
5-12-20 770B SPREAD GRAVEL	2.5	80.00	200.00
5-13-20 LOADS OF RC-5 HAULED TO KIMBRO LN	9	165.00	1,485.00
5-13-20 770B SPREAD GRAVEL	2	80.00	160.00
5-14-20 LOADS OF RC-5 HAULED TO KIMBRO LN	13	165.00	2,145.00
5-14-20 770B SPREAD GRAVEL	2.5	80.00	200.00
5-15-20 LOADS OF RC-5 HAULED TO KIMBRO LN	14	165.00	2,310.00
5-15-20 770B SPREAD GRAVEL	4.5	80.00	360.00
5-19-20 LOADS OF RC-5 HAULED TO KIMBRO LN	9	165.00	1,485.00
5-19-20 770B SPREAD GRAVEL	3	80.00	240.00
5-20-20 LOADS OF RC-5 HAULED TO KIMBRO LN	2	165.00	330.00
5-20-20 LOADS OF RC-5 HAULED TO 83RD ST EAST OF KIMBRO	7	165.00	1,155.00
5-20-20 770B SPREAD GRAVEL	4.5	80.00	360.00
COMPACT GRAVEL 4X	2	75.00	150.00

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

Total 11,570.00

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



Invoice

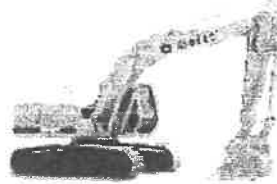
DATE	INVOICE #
5/25/20	2560

BILL TO	JOB ADDRESS
CITY OF GRANT 111 WILDWOOD RD WILLERNIE, MN 55090	DITCHWORK 100-43133

DUE DATE
6/4/20

DESCRIPTION	QTY	UNIT COST	AMOUNT
DITCH WORK ON 99TH ST			0.00
5-04-20 E70	4	90.00	360.00
5-04-20 1845C	4	85.00	340.00
5-04-20 LNT9000	4	75.00	300.00
5-04-20 L9000	4	75.00	300.00
5-04-20 T600 & T50	1	150.00	150.00
5-05-20 E70	8	90.00	720.00
5-05-20 1845C	8	85.00	680.00
5-05-20 LNT9000	8	75.00	600.00
5-05-20 L9000	8	75.00	600.00
5-05-20 1 LOAD OF TREES AND STUMPS HAULED AWAY	1	150.00	150.00
5-06-20 E70	5	90.00	450.00
5-06-20 1845C	5	85.00	425.00
5-06-20 LNT9000	5	75.00	375.00
5-06-20 L9000	5	75.00	375.00
5-08-20 E70	4	90.00	360.00
5-08-20 1845C	4	85.00	340.00
5-08-20 L9000	4	75.00	300.00
5-08-20 T600 & T50	1	150.00	150.00
DITCHWORK ON KIMBRO LN			0.00
5-12-20 E70	5	90.00	450.00
5-12-20 1845C	5	85.00	425.00
5-12-20 RD600	5	75.00	375.00
5-12-20 T600 & T50	1	150.00	150.00
5-13-20 E70	2	90.00	180.00
5-13-20 1845C	2	85.00	170.00
5-13-20 RD600	2	75.00	150.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE			
Total			8,875.00

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



Invoice

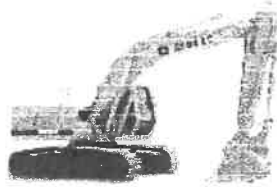
DATE	INVOICE #
5/25/20	2561

BILL TO	JOB ADDRESS
CITY OF GRANT 111 WILDWOOD RD WILLERNIE, MN 55090	DITCHWORK 100-43133

DUE DATE
6/4/20

DESCRIPTION	QTY	UNIT COST	AMOUNT
83RD ST DITCHWORK EAST OF KIMBRO			0.00
5-19-20 E70	6	90.00	540.00
5-19-20 1845C	6	85.00	510.00
5-19-20 RD600	6	75.00	450.00
5-19-20 T600 & T50	1	150.00	150.00
5-22-20 SEED 99TH ST DITCHES W/ OATS			200.00
5-22-20 SEED KIMBRO LN DITCHES W/ OATS			50.00
5-22-20 SEED KIMBRO DITCHES W/OATS			75.00
5-22-20 SEED JOCELYN AVE DITCHES W/OATS			250.00
5-22-20 SEED 68TH CT DITCHES W/OATS			75.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE	Total		2,300.00

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



Invoice

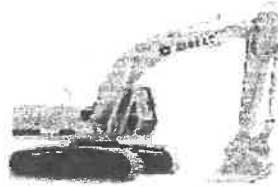
DATE	INVOICE #
5/25/20	2563

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

DUE DATE
6/4/20

DESCRIPTION	QTY	UNIT COST	AMOUNT
99TH ST			0.00
5-07-20 E70	7	90.00	630.00
5-07-20 1845C	7	85.00	595.00
5-07-20 LNT 9000	7.5	75.00	562.50
5-07-20 L9000	7.5	75.00	562.50
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE			
Total			2,350.00

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



Invoice

DATE	INVOICE #
5/25/20	2562

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

DUE DATE
6/4/20

DESCRIPTION	QTY	UNIT COST	AMOUNT
SHOULDER WORK ON KIMBRO BETWEEN 96 & 88TH ST			0.00
5-13-20 E70	3	90.00	270.00
5-13-20 1845C	4	85.00	340.00
5-13-20 RD600	4	75.00	300.00
5-15-20 E70	1.5	90.00	135.00
5-15-20 1845C	3	85.00	255.00
5-15-20 L9000	1.5	75.00	112.50
5-15-20 T600 & T50	1	150.00	150.00
5-01-20 PICK UP ROAD CLOSED BARRIERS FROM COUNTY AND PLACE ON SOUTH END OF KIMBRO WHERE FLOODING AND MOVE ROAD CLOSED AHEAD SIGN TO 65TH ST (2 MEN X 2 HRS)	4	45.00	180.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERV CHARGE	Total		1,742.50



DATE	INVOICE NO
5/5/2020	0056680

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

DUE DATE
6/1/2020

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS ACCOUNT BALANCE						0.00
Fire Contract Jan - Dec 2020:						
1st Half Contract (\$130,208)	1.00	65,104.00	65,104.00	0.00	0.00	65,104.00
INVOICE TOTAL:			65,104.00	0.00	0.00	65,104.00

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

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

DUE DATE	INVOICE NO
6/1/2020	0056680

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



Please remit payment by the due date to:

City of Stillwater
 216 North 4th Street
 Stillwater, MN 55082

Invoice Total: 65,104.00
 Discounts: 0.00
 Credit Applied: 0.00
 Ending Balance: 65,104.00

INVOICE BALANCE: \$65,104.00
AMOUNT PAID: _____

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2020-24**

**RESOLUTION APPROVING AN AMENDED CONDITIONAL USE PERMIT FOR
7373 120TH STREET NORTH
(DELLWOOD BARN WEDDINGS)**

WHEREAS, Scott Jordan on behalf of Dellwood Barn Weddings (“Applicant”) has submitted an application to Amend certain conditions of their Conditional Use Permit that allows for operation of a seasonal Rural Event Facility known as the Dellwood Barn Weddings located at 7373 120th Street North in the City of Grant, Minnesota; and

WHEREAS, the Applicant renovated and performed site improvements to convert the existing historic barn on the subject site into the Dellwood Barn Weddings and the facility has been operational since 2014; and

WHEREAS, the Applicant has requested an amendment to their Conditional Use Permit to allow for an adjustment to the hours of operation including days of the week for only the 2020 wedding season; and

WHEREAS, due to the COVID-19 pandemic the Applicant has requested modification to said hours for the purpose of rescheduling events that were cancelled due to the pandemic; and

WHEREAS, a duly noticed public hearing was held on May 5, 2020 to consider the proposed Amendments; and

WHEREAS, the City Council has considered the public testimony and the Applicant’s request at their regular May 5, 2020 City Council meeting.

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 Scott Jordan of Dellwood Barn Weddings to Amend their Conditional Use Permit to permit the extension of hours of operation for the 2020 wedding season, 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 proposed extension of hours shall be temporary and effective for the 2020 wedding season only, which is a direct response to the COVID-19 pandemic.
- All conditions of the Permit regarding the operations of the Dellwood Barn Weddings shall remain in full effect, and the only changes permitted shall be to the hours of operation for 2020.
- The proposed extension of hours is temporary and will not be detrimental to or endanger the public health, safety or general welfare of the city, its residents, or the existing neighborhood if conditions of the permit are met.
- The proposed temporary extension of hours meets conditions or standards adopted by the city (through resolutions or other ordinances) including, but not limited to, the City and State noise ordinance provided conditions of the permit are met.
- The use will not create additional requirements for facilities and services at public cost beyond the city's normal low density residential and agricultural uses.
- The use will not result in the destruction, loss or damage of natural, scenic, or historic features of importance.

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

1. The Applicant shall meet and comply with all of the conditions stated within the Permit dated June 2, 2020 (the "Permit").
2. The conditions numerated 1 through 34 shall remain in full effect, with the only modifications permitted to hours of operation as described in A through F for the 2020 wedding season.
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.

Adopted by the Grant City Council this 2nd day of June, 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 _____, 2019 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 _____, 2019.

Kim Points
Clerk
City of Grant

**DELLWOOD BARN WEDDINGS
AMENDED CONDITIONAL USE PERMIT
CITY OF GRANT**

PROPERTY OWNER/APPLICANT: Scott Jordan
Dellwood Barn Weddings

GENERAL LEGAL DESCRIPTION: See Attached Site Plan
PID 0503021210005
PID 0503021210004

ADDRESS: 7373 120th Street North
Grant, MN 55110

DATE: June 2, 2020

This is an Amended Conditional Use Permit for the continued operations of a Rural Event Facility hereafter named "Dellwood Barn Weddings" on the subject property. The CUP replaces and supersedes the 2014 CUP and the 2019 Amended CUP. The Dellwood Barn Weddings will operate from an existing barn on the subject site that was renovated for compliance with commercial building code standards consistent with conditions of this Permit. Any additional product lines or expansions of the business shall require an amendment to this Amended Conditional Use Permit.

Due to the COVID-19 pandemic certain operational changes and modifications described in conditions A through F shall be permitted between May 1 and October 31, 2020. Such conditions relate to the operations of the rural event center and do not permit any alterations to the site, facility or any other physical improvements on the subject property. The conditions A through F shall be terminated on October 31, 2020 at which time conditions 1 through 34 contained in this Permit shall be in full effect.

- A. The Hours of Operation for the 2020 season shall comply with the hours noted in condition #4, with the exceptions as noted:
 - a. Thursday (May 1 – September 7, 2020): 9 AM to 10:30 PM
 - b. Thursday (September 8 – October 31, 2020): 9 AM to 9:30 PM
 - c. Sunday (May 1 – September 7, 2020): 9 AM to 10:30 PM
 - d. Sunday (September 8 – October 31, 2020): 9 AM to 9:30 PM
- B. The Owner is permitted to operate with extended hours on Thursdays and Sundays solely for the purpose of rescheduling events due to the COVID-19 pandemic. The Owner shall make every effort to schedule events consistent with the permitted hours of operation detailed in Condition #4, and in no case shall the Owner promote the extended/expanded hours for new events.
- C. Consistent with Condition #2, the Dellwood Barn Weddings shall be permitted to conduct no more than three (3) events per week.

- D. There shall be no more than 10 events rescheduled utilizing the extended hours detailed in condition A, and no more than 6 events shall be rescheduled on a Sunday.
- E. All events shall comply with the conditions identified in this permit as 1 through 34 except the extended hours of operation as noted in conditions A through D.
- F. Conditions A through F shall terminate on October 31, 2020.

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

1. The Dellwood Wedding Barn shall be permitted to operate seasonally from May 1st through October 31st of each year.
2. The Dellwood Wedding Barn shall be permitted to conduct no more than three (3) events per week.
3. The maximum occupancy of the facility shall be limited to 253 persons, to include all event staff, caterers, musicians, etc., or anyone onsite for the duration of an event.
4. The Hours of Operation, defined as actual event time, shall be limited to the following:
 - a. Monday through Thursday: 11 AM to 6 PM
 - b. Friday and Saturday: 1:00 PM to 11:00 PM, where the site shall be fully vacated and dark by 11:00 PM.
 - c. No events shall be permitted on Sundays
 - d. Staff, caterers, deliveries, musician setup and other support activities shall not be subject to the hours of operations, but may not begin prior to 9:00 AM, and must cease by 12:00 AM daily.
5. All events shall be in compliance with the Minnesota Pollution Control Agency's (MPCA) noise standards and regulations at all times. The Applicant shall obtain a Decibel Meter, acceptable to the City, and shall keep the device on the premise during all events.
6. All recorded music (i.e. DJ, iPod mix, etc.) shall only be permitted within the barn and may not exceed 85 decibels.
7. The barn doors on the north façade shall be secured and closed at all times when amplified music is playing.
8. No amplification of live music shall be permitted; unless the Applicant submits a Sound Study and Plan that accounts for the maximum anticipated site conditions that includes crowd noise, and which demonstrates compliance with MPCA standards. The Study shall be provided for review and approval by the City staff, and if necessary, City Council.
9. No amplification of outdoor services shall be allowed after 7:00 PM, and all outdoor activities must be performed in compliance with MPCA noise standards.
10. A landscape plan, which may include a row of evergreen trees, or arborvitae, or some combination, shall be provided for review and approval by the City Engineer and Planner. The

vegetation shall be planted on the north side of the barn to offer additional sound and light mitigation for times when the barn doors are open.

11. No outdoor gathering shall occur on the north side of the building.
12. A sign shall be posted at each door of the facility indicating patrons should be considerate of the neighbors and to go to their cars expeditiously and quietly.
13. An updated lighting plan including specification sheet of proposed fixture (which must be downward facing and hooded), locations, and if necessary, a photometric plan shall be submitted for review and approval by the City Engineer and Planner.
14. Revisions to the parking lot design must be completed and submitted to the City Engineer for review and approval prior to any construction occurring.
15. The parking lot shall be surfaced with crushed limestone which shall require dust control in order to be deemed a dustless surface per the City's Ordinance. Dust control shall be applied a minimum of two (2) times per year, or as many times as required to maintain a dustless surface and shall be applied to the parking lot and driveways at the facility. Evidence of such treatment shall be provided annually to the City in a form acceptable to the City Engineer.
16. A Grading Permit shall be obtained from the City Engineer prior to beginning any site work, including but not limited to, installation of the parking lot, widening of the driveways and ponding areas.
17. The City Engineer's recommendations and conditions shall be addressed, and updated plans reflecting necessary changes submitted for review and approval prior to any site grading or improvements.
18. A parking attendant shall be required to be present beginning an hour prior to any events and must remain on the premise throughout the event.
19. All access and driveway permits shall be obtained from Washington County prior to commencing operations.
20. All necessary permits and approvals from RCWD shall be obtained prior to issuance of a grading or building permit for construction of the parking lot.
21. Installation of the septic system shall be completed in compliance Washington County standards and the permit dated 4/14/2014 prior to hosting any events.
22. The Parking lot, including installation of the ADA parking stalls shall be constructed prior to hosting any events.
23. Any future signage onsite may not be illuminated and shall meet the City's ordinances and regulations in place at time of proposal.
24. A building permit shall be obtained prior to commencing any renovations on the proposed facility (Wedding Barn).
25. All proposed renovations, as depicted in the submitted plan set and any revisions stated within these conditions, shall be completed prior to hosting any events at the facility.

26. All vendors, including food and beverage, shall be licensed within Washington County prior to serving at any event.
27. An off-duty officer shall be onsite during all events from 8 PM until 12 AM
28. All work shall be done in compliance with the directions of the RCWD, the MPCA, Department of Health or any governmental or regulatory agency having jurisdiction over the site.
29. No structures or improvements shall be constructed in areas identified with an easement.
30. All escrow amounts shall be brought up to date and kept current. The Applicant shall maintain an escrow balance of \$2,500 at the City through the duration of site work and implementation of the proposed plan. Once the conditions related to construction have been completed and approvals obtained, any remaining escrow will be returned to the Applicant.
31. This permit shall be reviewed after the first year of facility operations (2014) for compliance with the conditions and to implement any necessary modifications. After such time the permit will be reviewed according to the City's adopted CUP review process and may result in annual review.
32. Any violation of the conditions of this permit may result in the revocation of said permit.
33. The Owner shall obtain all necessary permits from Washington County, Minnesota Department of Health, MPCA, and the United States Government which are necessary in carrying out its operations on the premises including a building permit.
34. Any change in use, building, outdoor gathering areas, lighting, parking, storage, screening, traffic circulation shall require an amendment to the Conditional Use 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 Tom Carr 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 Tom Carr and Kim Points acknowledge said instrument to be the free act and deed of said City of Grant.

Notary Public

APPLICANT/OWNER:
DELLWOOD BARN WEDDINGS/
SCOTT JORDAN

Date: _____

By: _____

Its: _____

Date: _____

Kim Points, City Clerk

State of Minnesota)
)ss.
County of Washington)

On this _____ day of _____, 2019, before me, a Notary Public, personally appeared _
_____ the _____ of Dellwood Wedding Barn who acknowledged
that said instrument was authorized and executed on behalf of said Company.

Notary Public



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: May 27, 2020

Re: 2019 Street Improvement Projects -- Bond Award
WSB Project No. 014035-000

Actions to be considered:

Authorize Awarding resolution to award bond for financing the 2020 Street Improvement Project.

Facts:

1. The total cost of the project to be assessed against benefited property owners was declared to be \$422,760.
2. The bond issuance and sale in the amount of \$437,000 was offered by Bremer Bank, National Association.
3. The interest rate is 2.08% with an issuance date of June 25, 2020 and maturity date of February 1, 2036.
4. The City Council will take action to adopt the attached approving resolutions as prepared by the City's Bond counsel.
5. The City Council will take action to adopt the Governmental bonds post issuance compliance policies and procedures. This policy is simply saying that the City will comply with the IRS rules.

Action: Discussion. Resolution

Attachments: Award Resolution



May 22, 2020

Ms. Kim Points
City Administrator
City of Grant
111 Wildwood Rd
Willernie, MN 55001

Ms. Points,

On behalf of Bremer Bank, we would like to thank you for the opportunity to provide this proposal.

We're here to make a difference

Bremer Bank has roots in the places where we live and work that go back to 1943, and a history of making a real-world difference in the lives of our customers that begins with our founder. Otto Bremer believed that if banks helped businesses in good times and bad, communities would thrive.

Today, we're proud to work with the people who grow our food, build our economy, and serve our neighbors. We offer banking, mortgage, investment, wealth management, trust and insurance in Minnesota, North Dakota and Wisconsin. We're here to help you solve your toughest problems, seize your biggest opportunities, and achieve success on your terms, now and in the future.

After you have had an opportunity to review the enclosed information, we would be happy to answer any questions you may have or provide additional information. Thank you for your consideration, and we look forward to working with you.

Sincerely,

Julie Freeborn

A handwritten signature in cursive script that reads "Stacy Childers".

Julie Freeborn
Sr. Business Banking Manager
Telephone: 715-246-8164
E-Mail: jrfreeborn@bremer.com

Stacy Childers
Managing Director, Municipal Solutions
Telephone: 651-726-6068
E-Mail: sachilders@bremer.com

City of Grant, MN

GO Improvement Bonds, Series 2020A

Borrower	City of Grant, Minnesota (the "City")
Purchaser	Bremer Bank, National Association
Borrowing Amount	Approx. \$437,000
Purpose	Proceeds of the Bonds will finance street improvement projects within the City.
Authority/Security	<p>The Bonds are being issued pursuant to Minnesota Statutes, Chapters 429 and 475 and a Resolution approving and authorizing the Bond sale, executed on May 2, 2020.</p> <p>The Bonds are valid and binding general obligations of the City for which the City pledges its full faith and credit and power to levy direct general ad valorem taxes to pay all principal and interest on the Bonds. In addition, the City will pledge special assessments against benefited properties for repayment of the Bonds.</p>
Closing Date	June 25, 2020
Payment Schedule & Term	Interest on the Bonds will be paid semi-annually commencing on February 1, 2021. Principal will be paid annually, commencing February 1, 2022 through February 1, 2036.
Interest Rate	Interest Rate to be fixed @ 2.08% (rate held through closing) for the term of the loan, Interest will be computed on a 30/360 basis.
Call Option	The loan is subject to prepayment on or after February 1, 2026 at a price of par on any payment date.
Escrow Account	Not required
Continuing Disclosure	As soon as available, but in no event later than 180 days after the end of each fiscal year, the City will provide its annual financial statement for the year ended.
Conflicts of Interest	None
Additional Fees	None
Placement	The Bonds will be held for the Bank's own account and will not be offered for resale.



FINANCING TEAM

Julie Freeborn – Sr. Business Banking Manager

Julie has 35 years of financial experience in public accounting, industry and banking. She has been with Bremer Bank for 14 years working with commercial and municipal customers. Julie graduated from the University of Wisconsin-River Falls with a degree in Accounting and is a Wisconsin CPA (inactive).

Stacy Childers – Managing Director | Municipal Solutions

Stacy has over 15 years of public finance experience, including serving as a municipal advisor for a national municipal advisory firm and in the trust department of a national banking institution. She is a graduate of St. Catherine University, where she studied international economics.

EXTRACT OF MINUTES OF A MEETING
OF THE CITY COUNCIL
CITY OF GRANT, MINNESOTA

HELD: June 2, 2020

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Grant, Washington County, Minnesota, was duly called and held at the City Hall on June 2, 2020, at 7:00 p.m., for the purpose, in part, of authorizing the issuance and sale of a \$437,000 General Obligation Improvement Bond, Series 2020A.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2020-25

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF A \$437,000 GENERAL OBLIGATION IMPROVEMENT BOND, SERIES 2020A, PLEDGING SPECIAL ASSESSMENTS AND LEVYING A TAX FOR THE PAYMENT THEREOF

A. WHEREAS, the City of Grant, Minnesota (the "City"), has heretofore determined and declared that it is necessary and expedient to issue a \$437,000 General Obligation Improvement Bond, Series 2020A (the "Bond"), pursuant to Minnesota Statutes, Chapters 429 and 475, to finance the construction of various street improvement projects in the City (the "Improvements"); and

B. WHEREAS, the Improvements and all their components have been ordered prior to the date hereof, after a hearing thereon for which notice was given describing the Improvements or all their components by general nature, estimated cost, and area to be assessed; and

C. WHEREAS, the City has retained Baker Tilly Municipal Advisors, LLC, in St. Paul, Minnesota, as its independent municipal advisor for the sale of the Bond and was therefore authorized to sell the Bond by private negotiation in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9); and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grant, Minnesota, as follows:

1. Acceptance of Offer. The offer of Bremer Bank, National Association, in New Richmond, Wisconsin (the "Purchaser"), to purchase the Bond and to pay therefor the sum of \$437,000.00 ("Purchase Price"), all in accordance with the terms and at the rate of interest hereinafter set forth, is hereby accepted.

2. Terms; Original Issue Date; Denominations; Maturities; and Interest. The City shall forthwith issue the Bond, which shall be in fully registered form without interest coupons, and shall be dated, mature, bear interest, be subject to redemption and be payable as provided in the form of the Bond.

3. Purpose. The proceeds from the sale of the Bond shall provide funds to finance the Improvements. The total cost of the Improvements, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the principal amount of the Bond. Work on the Improvements shall proceed with due diligence to completion. The City covenants that it shall do all things and perform all acts required of it to assure that work on the Improvements proceeds with due diligence to completion and that any and all permits and studies required under law for the Improvements are obtained.

4. Registrar. The Treasurer, in Grant, Minnesota, is appointed to act as Registrar and transfer agent with respect to the Bond (the "Registrar"), and shall do so unless and until a successor Registrar is duly appointed, all pursuant to any contract the City and Registrar shall execute which is consistent herewith. The Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Bond shall be paid to the registered holder (or record holder) of the Bond in the manner set forth in the form of Bond.

5. Form of Bond. The Bond, together with the Certificate of Registration, shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
WASHINGTON COUNTY
CITY OF GRANT

R-1

\$437,000

GENERAL OBLIGATION IMPROVEMENT BOND, SERIES 2020A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
2.08%	February 1, 2036	June 25, 2020

REGISTERED OWNER: BREMER BANK, NATIONAL ASSOCIATION

PRINCIPAL AMOUNT: FOUR HUNDRED THIRTY-SEVEN THOUSAND DOLLARS

The City of Grant, Washington County, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or assigns duly certified on the Certificate of Registration attached to and made a part of this Bond (the "Owner"), in the manner hereinafter set forth, the \$437,000 principal amount of this Bond in the principal installments due on February 1 of the years and in the amounts, respectively, as follows, with each such principal installment bearing interest until paid at the interest rate of 2.08% per annum:

Principal Installments	
<u>Due February 1</u>	<u>Amount</u>
2022	\$25,000
2023	26,000
2024	26,000
2025	27,000
2026	27,000
2027	28,000
2028	28,000
2029	29,000
2030	30,000
2031	30,000
2032	31,000
2033	31,000
2034	32,000
2035	33,000
2036	34,000

Interest. Interest shall be payable semiannually on February 1 and August 1 of each year, commencing February 1, 2021, and shall be calculated on the basis of a 360 day year consisting of twelve thirty day months.

Redemption. This Bond is subject to redemption and prepayment at the option of the Issuer on February 1, 2026, and on any payment date thereafter, upon written notice to the Owner, at the redemption price equal to par plus accrued interest to date of prepayment.

Payment Instructions. Payments of Principal and Interest and the payment due at the maturity of the Bond shall be paid by check, ACH debit, wire transfer or draft mailed to the Owner at the address listed on the Certificate of Registration attached to and made a part of this Bond. At the time of final payment of all principal and interest on this Bond, the Owner shall surrender this Bond to the Treasurer, City of Grant, Minnesota (the "Registrar").

Date of Payment Not a Business Day. If the nominal date for payment of any principal of or interest on this Bond shall not be a business day of the City or of the Owner, then the date for such payment shall be the next such business day and payment on such business day shall have the same force and effect as if made on the nominal date of payment.

Transfer. This Bond is transferable, as provided in the Resolution, upon the Register kept by the Registrar upon surrender of this Bond together with a written instrument of transfer duly executed by the Owner or the Owner's attorney duly authorized in writing, and thereupon a new, fully registered Bond in the same principal amount shall be issued to the transferee in exchange therefor (or the transfer shall be duly recorded on the Register and the Certificate of Registration hereof), upon the payment of charges and satisfaction of applicable conditions, if any, as therein prescribed. The Issuer may treat and consider the person in whose name this Bond is registered as the absolute Owner hereof for the purpose of receiving payment of or on account of the principal of and interest on this Bond and for all other purposes whatsoever.

Issuance; Purpose; General Obligation. This Bond is issued as a single instrument in the total principal amount of \$437,000, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and a resolution adopted by the City Council on June 2, 2020 (the "Resolution"), for the purpose of providing money to finance the construction of various street improvement projects within the jurisdiction of the City. This Bond is payable out of the General Obligation Improvement Bond, Series 2020A Fund of the City. This Bond constitutes a general obligation of the City, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

Fees upon Transfer or Loss. The Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bond.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Registration hereon shall have been executed by the Registrar.

Qualified Tax-Exempt Obligation. This Bond has been designated by the City as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law, and that this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Grant, Washington County, Minnesota, by its City Council has caused this Bond to be executed on its behalf by the facsimile signatures of its Mayor and its Administrator-Clerk, the corporate seal of the Issuer having been intentionally omitted as permitted by law.

Date of Registration:

CITY OF GRANT,
WASHINGTON COUNTY, MINNESOTA

June 25, 2020

REGISTRABLE BY AND
PAYABLE AT:

Mayor

City Treasurer
City of Grant, Minnesota

Administrator-Clerk

6. Execution. The Bond shall be executed on behalf of the City by the facsimile signatures of its Mayor and Administrator-Clerk, the seal having been omitted as permitted by law. In the event of disability or resignation or other absence of either officer, the Bond may be signed by the facsimile signature of the officer who may act on behalf of the absent or disabled officer. In case either officer whose signature or facsimile of whose signature shall appear on the Bond shall cease to be such officer before the delivery of the Bond, the signature shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

7. Delivery; Application of Proceeds. The Bond when so prepared and executed shall be delivered by the Treasurer to the Purchaser upon receipt of the purchase price and the Purchaser shall not be obliged to see to the proper application thereof.

8. Funds and Accounts. There is hereby established a special fund to be designated the "General Obligation Improvement Bond, Series 2020A Fund" (the "Fund") to be administered and maintained by the Treasurer as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund shall be maintained in the manner herein specified until the Bond and the interest thereon have been fully paid. There shall be maintained in the Fund the following separate accounts:

(a) Construction Account. To the Construction Account there shall be credited the proceeds of the sale of the Bond, plus any special assessments levied with respect to the Improvements and collected prior to completion of the Improvements and payment of the costs thereof. From the Construction Account there shall be paid all costs and expenses of making the Improvements, including the cost of any construction contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65. Moneys in the Construction Account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bond may also be used to the extent necessary to pay interest on the Bond due prior to the anticipated date of commencement of the collection of taxes or special assessments herein levied or covenanted to be levied; and provided further that if upon completion of the Improvements there shall remain any unexpended balance in the Construction Account, the balance (other than any special assessments) shall be transferred to the Debt Service Account or may be transferred by the Council to the fund of any other improvement instituted pursuant to Minnesota Statutes, Chapter 429, and provided further that any special assessments credited to the Construction Account shall only be applied towards payment of the costs of the Improvements upon adoption of a resolution by the City Council determining that the application of the special assessments for such purpose will not cause the City to no longer be in compliance with Minnesota Statutes, Section 475.61, Subdivision 1.

(b) Debt Service Account. There are hereby irrevocably appropriated and pledged to the payment of debt service on the Bond, (i) all collections of special assessments herein covenanted to be levied with respect to the Improvements and either initially credited to the Construction Account and not already spent as permitted above and required to pay any principal of and interest due on the Bond or collected subsequent to the completion of the Improvements and payment of the costs thereof; (ii) any collections of all taxes herein or hereafter levied for the payment of the Bond and interest thereon; (iii) available City funds in the amount of \$5,453.76 to provide sufficient funds to pay interest due on the Bonds on or before February 1, 2021; (iv) all

funds remaining in the Construction Account after completion of the Improvements and payment of the costs thereof, not so transferred to the account of another improvement; (v) all investment earnings on funds held in the Debt Service Account; and (vi) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Debt Service Account. The Debt Service Account shall be used solely to pay the principal and interest of the Bond and any other general obligation bonds of the City hereafter issued by the City and made payable from said account as provided by law.

No portion of the proceeds of the Bond shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bond was issued and (2) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Bond or \$100,000. To this effect, any proceeds of the Bond and any sums from time to time held in the Construction Account or Debt Service Account (or any other City account which will be used to pay principal or interest to become due on the bond payable therefrom) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bond to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

9. Special Assessments. It is hereby determined that no less than twenty percent of the cost to the City of each Improvement financed by the Bond within the meaning of Minnesota Statutes, Section 475.58, Subdivision 1(3), shall be paid by special assessments to be levied against every assessable lot, piece and parcel of land benefited by any of the Improvements. The City hereby covenants and agrees that it will let all construction contracts not heretofore let within one year after ordering each Improvement by the Bond unless the resolution ordering the Improvement specifies a different time limit for the letting of construction contracts. The City hereby further covenants and agrees that it will do and perform as soon as they may be done all acts and things necessary for the final and valid levy of the special assessments, and in the event that any special assessment be at any time held invalid with respect to any lot, piece or parcel of land due to any error, defect, or irregularity in any action or proceedings taken or to be taken by the City, either in the making of the special assessments or in the performance of any condition precedent thereto, the City will forthwith do all further acts and take all further proceedings as may be required by law to make the special assessments valid and binding liens upon the properties. The special assessments have heretofore been authorized. Subject to such adjustments as are required by the conditions in existence at the time the assessments are levied, it is hereby determined that the assessments shall be payable in equal, consecutive, annual installments, with general taxes for the years shown below and with interest on the declining balance of all such assessments at the rates per annum not less than the rate per annum set forth opposite the collection years specified below:

obligations with respect to any Bond, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

13. Certificate of Registration. The Administrator-Clerk is hereby directed to file a certified copy of this resolution with the County Auditor of Washington County, Minnesota, together with such other information as the County Auditor shall require, and to obtain from the County Auditor a certificate that the Bond has been entered in the County Auditor's Bond Register and that the tax levy required by law has been made.

14. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Bond, certified copies of all proceedings and records of the City relating to the Bond and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Bond as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

15. Compliance With Reimbursement Bond Regulations. The provisions of this paragraph are intended to establish and provide for the City's compliance with United States Treasury Regulations Section 1.150-2 (the "Reimbursement Regulations") applicable to the "reimbursement proceeds" of the Bond, being those portions thereof which will be used by the City to reimburse itself for any expenditure which the City paid or will have paid prior to the closing date (a "Reimbursement Expenditure").

The City hereby certifies and/or covenants as follows:

(a) Not later than sixty days after the date of payment of a Reimbursement Expenditure, the City (or person designated to do so on behalf of the City) has made or will have made a written declaration of the City's official intent (a "Declaration") which effectively (i) states the City's reasonable expectation to reimburse itself for the payment of the Reimbursement Expenditure out of the proceeds of a subsequent borrowing; (ii) gives a general and functional description of the property, improvements or program to which the Declaration relates and for which the Reimbursement Expenditure is paid, or identifies a specific fund or account of the City and the general functional purpose thereof from which the Reimbursement Expenditure was to be paid (collectively the "Improvements"); and (iii) states the maximum principal amount of debt expected to be issued by the City for the purpose of financing the Improvements; provided, however, that no such Declaration shall necessarily have been made with respect to: (i) "preliminary expenditures" for the Improvements, defined in the Reimbursement Regulations to include engineering or architectural, surveying and soil testing expenses and similar prefatory costs, which in the aggregate do not exceed twenty percent of the "issue price" of the Bond, and

(ii) a de minimis amount of Reimbursement Expenditures not in excess of the lesser of \$100,000 or five percent of the proceeds of the Bond.

(b) Each Reimbursement Expenditure is a capital expenditure or a cost of issuance of the Bond or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Reimbursement Regulations.

(c) The "reimbursement allocation" described in the Reimbursement Regulations for each Reimbursement Expenditure shall and will be made forthwith following (but not prior to) the issuance of the Bond and in all events within the period ending on the date which is the later of three years after payment of the Reimbursement Expenditure or one year after the date on which the Improvements to which the Reimbursement Expenditure relates is first placed in service.

(d) Each such reimbursement allocation will be made in a writing that evidences the City's use of Bond proceeds to reimburse the Reimbursement Expenditure and, if made within thirty days after the Bond is issued, shall be treated as made on the day the Bond is issued.

Provided, however, that the City may take action contrary to any of the foregoing covenants in this paragraph upon receipt of an opinion of its Bond Counsel for the Bond stating in effect that such action will not impair the tax-exempt status of the Bond.

16. Negative Covenant as to Use of Proceeds and Improvements. The City hereby covenants not to use the proceeds of the Bond or to use the Improvements, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Improvements, in such a manner as to cause the Bond to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

17. Tax-Exempt Status of the Bond; Rebate. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Bond, including without limitation (a) requirements relating to temporary periods for investments, (b) limitations on amounts invested at a yield greater than the yield on the Bond, and (c) the rebate of excess investment earnings to the United States, if the Bond (together with other obligations reasonably expected to be issued and outstanding at one time in this calendar year) exceed the small issuer exception amount of \$5,000,000.

For purposes of qualifying for the exception to the federal arbitrage rebate requirements for governmental units issuing \$5,000,000 or less of bonds, the City hereby finds, determines and declares that (a) the Bond is issued by a governmental unit with general taxing powers, (b) no Bond is a private activity bond, (c) ninety five percent or more of the net proceeds of the Bond are to be used for local governmental activities of the City (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the City), and (d) the aggregate face amount of all tax exempt bonds (other than private activity bonds) issued by the City (and all subordinate entities thereof, and all entities treated as one issuer with the City) during the calendar year in which the Bond is issued and outstanding at one time is not reasonably expected to exceed \$5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

18. Designation of Qualified Tax-Exempt Obligations. In order to qualify the Bond as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City hereby makes the following factual statements and representations:

- (a) the Bond is issued after August 7, 1986;
- (b) the Bond is not a "private activity bond" as defined in Section 141 of the Code;
- (c) the City hereby designates the Bond as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;
- (d) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during this calendar year 2020 will not exceed \$10,000,000;
- (e) not more than \$10,000,000 of obligations issued by the City during this calendar year 2020 have been designated for purposes of Section 265(b)(3) of the Code; and
- (f) the aggregate face amount of the Bond does not exceed \$10,000,000.

The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

19. Financial Statements. The City shall provide fiscal year-end financial statements as soon as available, but in no event later than 180 days after the end of each fiscal year end and provide relevant financing information as requested by the Purchaser.

20. Governmental Bonds Post-Issuance Compliance Policies and Procedures. The City hereby approves the Governmental Bonds Post-Issuance Compliance Policies and Procedures in substantially the form presented to the City Council.

21. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

22. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after a full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF WASHINGTON
CITY OF GRANT

I, the undersigned, being the duly qualified and acting Administrator-Clerk of the City of Grant, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council duly called and held on the date therein indicated, insofar as such minutes relate to providing for the issuance and sale of a \$437,000 General Obligation Improvement Bond, Series 2020A.

WITNESS my hand on June 2, 2020.

Administrator-Clerk

EXHIBIT A
SCHEDULES

[To be supplied by Baker Tilly Municipal Advisors, LLC]

STATE OF MINNESOTA

COUNTY AUDITOR'S CERTIFICATE

COUNTY OF WASHINGTON

AS TO TAX LEVY AND REGISTRATION

I, the undersigned, being the duly qualified and acting County Auditor of Washington County, Minnesota, DO HEREBY CERTIFY that on the date hereof, there was filed in my office a certified copy of a resolution adopted on June 2, 2020, by the City Council of the City of Grant, Minnesota, authorizing the issuance of a \$437,000 General Obligation Improvement Bond, Series 2020A (the "Bond"), and levying a tax for the payment thereof, together with full information regarding the Bond for which the tax was levied; the Bond has been entered in my Bond Register; and the tax levy required by law has been made.

WITNESS my hand and the seal of the County Auditor on _____, 2020.

County Auditor

(SEAL)

SIGNATURE AND NONLITIGATION CERTIFICATE

We, the undersigned, being respectively the duly qualified and acting Mayor and Administrator-Clerk of the City of Grant, Minnesota (the "City"), do hereby certify that we did, in our official capacities as such officers, sign our own proper names, by facsimile signature, on the City's \$437,000 General Obligation Improvement Bond, Series 2020A (the "Bond"), dated June 25, 2020, as the date of original issue. The Bond, numbered R-1, matures on February 1, 2036, and bears interest at 2.08% until paid or discharged.

WE FURTHER CERTIFY that the signature of Sharon Schwarze affixed hereto is the true and proper signature of the qualified and acting Treasurer.

WE FURTHER CERTIFY that we are now and were on the date of signing the Bond, the duly qualified acting officers therein indicated, and duly authorized to execute the same.

WE FURTHER CERTIFY that the Bond has been in all respects duly executed for delivery pursuant to authority conferred upon us as such officers; and no obligations other than the Bond have been issued pursuant to such authority, and that none of the proceedings or records which have been certified to the purchaser of the Bond or the attorneys approving the same have been in any manner repealed, amended or changed, and that there has been no change in the financial condition of the City or of the facts affecting the Bond.

WE FURTHER CERTIFY that there is no litigation pending or, to our knowledge, threatened questioning the organization or boundaries of the City, or the right of any of us to our respective offices, or in any manner questioning our right and power to execute and deliver the Bond, or otherwise questioning the validity of the Bond or the levy of taxes or the pledge of special assessments for the payment of the Bond and the interest thereon.

Dated: June 25, 2020.

CITY OF GRANT, MINNESOTA

By _____
Its Mayor

By _____
Its Administrator-Clerk

By _____
Its Treasurer

[Signature page to the Signature and Nonlitigation Certificate]

TREASURER'S RECEIPT

I, the undersigned, being the duly qualified and acting Treasurer of the City of Grant, Minnesota, DO HEREBY CERTIFY AND ACKNOWLEDGE that on the date hereof, I received from Bremer Bank, National Association, in St. Paul, Minnesota, the purchaser of a \$437,000 General Obligation Improvement Bond, Series 2020A, dated June 25, 2020 as the date of original issue, the purchase price thereof, \$437,000, no interest having accrued thereon to the date hereof and I did thereupon deliver the Bond to the purchaser.

Dated: June 25, 2020.

CITY OF GRANT, MINNESOTA

By _____
Its Treasurer

[Signature page to the Treasurer's Receipt]

NONARBITRAGE CERTIFICATE

The undersigned are the duly qualified and acting Mayor, Administrator-Clerk, and Treasurer of the City of Grant, Minnesota (the "City"), charged, either alone or with others, with the responsibility of issuing a \$437,000 General Obligation Improvement Bond, Series 2020A, dated June 25, 2020 as the date of original issue (the "Bond"). This Nonarbitrage Certificate is being executed in accordance with the income tax regulations relating to arbitrage bonds (the "Regulations") and may be relied upon as a certification under Section 1.148-2(b)(2) of the Regulations and under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The undersigned, having made an investigation of the facts, circumstances and estimates pertaining to and in connection with the Bond, hereby certify in good faith and reasonably expect as follows with respect to the Bond:

1. Purpose; Statement. The proceeds of the Bond will be used to finance the construction of various street improvement projects in the City (the "Improvements"). As of the date hereof, all of the representations and statements of fact contained in the resolution adopted by the City Council on June 2, 2020 (the "Resolution"), relating to the Bond are true and correct, and nothing has occurred between the date of adoption of the Resolution and the date hereof to cause any expectation or covenant stated in the Resolution to become unlikely or impossible of occurrence or performance, unreasonable or otherwise invalid.

2. Only Issue. No bonds (in addition to the Bond) (i) are sold or are to be sold at substantially the same time as the Bond, (ii) are sold pursuant to the same plan of financing with the Bond, and (iii) are reasonably expected to be paid from substantially the same source of funds as the Bond will be paid.

3. Proceeds and Uses. The Bond was delivered and paid for on the date of this Bond. The total sale proceeds of the Bond (i.e. the issue price of the Bond or the offering price of the Bond to the public) is \$437,000, which together with accrued interest (\$ _____) and earnings thereon (estimated to be \$ _____), do not exceed the total of:

(a) \$ _____, to pay financeable costs of the construction of the Improvements;
and,

(b) \$ _____, expenses anticipated to be incurred in connection with the issuance of the Bond.

4. Governmental Purposes; No Over-burdening of Tax-Exempt Market. The stated purposes of the Bond are governmental purposes within the meaning of applicable law and regulations. The "Sale Proceeds" of the Bond (i.e., the issue price of the Bond less accrued interest), less any amounts used to pay issuance expenses, together with estimated earnings thereon, will not exceed the estimated dollar cost of constructing the Improvements less all other funds to be expended for paying such costs.

5. Fund and Accounts. The Bond is payable from the General Obligation Improvement Bond, Series 2020A Fund (the "Fund"), which Fund contains a Construction Account (for the construction of the Improvements) and a Debt Service Account (for payment of debt service on the Bond).

6. Construction Account: Time Test; Due Diligence Test; Expenditure Test.

(a) Costs of Construction and Issuance. The costs of constructing the Improvements and issuing the Bond will be paid from the Construction Account in the Fund. The City reasonably expects to satisfy the time test, the due diligence test and the expenditure test as set forth below:

(i) Time Test. Substantial binding contracts or commitments for constructing the Improvements obligating the expenditure of not less than \$21,850 (five percent of the Net Sale Proceeds of the Bond) have heretofore been entered into or made or will be entered into or made within six months from the date hereof. "Net Sale Proceeds" is the issue price of the Bond less the accrued interest and less any Bond proceeds deposited in any reserve fund or account. All such contracts are, or will be, binding obligations of the City.

(ii) Due Diligence Test. The construction of the Improvements and the allocation of the Net Sale Proceeds of the Bond to expenditures has proceeded and will continue to proceed with due diligence to completion. Construction of the Improvements is estimated to be completed by _____.

(iii) Expenditure Test. Any contract or commitment for the construction of the Improvements heretofore or hereafter executed has provided or will provide for the construction of the Improvements in less than three years from the date hereof; and proceeds of the Bond in an amount equal to at least eighty five percent of the Net Sale Proceeds of the Bond will be spent in paying the cost of construction of the Improvements within three years from the date hereof.

(b) Costs of Issuance; Transfer. The costs of issuing the Bond will be incurred and paid within three years from the date hereof. Any moneys remaining in the Construction Account after construction of the Improvements and payment of the costs of issuing the Bond will be transferred to the Debt Service Account unless transferred to the fund of any other purchase as authorized by law.

(c) Investments. The City shall not invest amounts in the Construction Account at a yield materially higher than the yield on the Bond or in obligations exempt from federal income taxation under Section 103(a) of the Code if and to the extent moneys remain therein after the earlier of (i) construction of the Improvements is complete or (ii) three years from the date hereof.

7. Debt Service Account; Funding; Investment Covenants. The principal of and interest on the Bond are payable from the Debt Service Account. The City has covenanted that any sums from time to time held in the Construction Account and the Debt Service Account (or any other account of the City which will be used to pay debt service on the Bond) in excess of

amounts which under then applicable federal arbitrage regulations may be invested without regard to yield (after taking into account all temporary periods) shall not be invested at a yield in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments. Other than the Debt Service Account, there is no other fund or account of cash or securities which the City has set aside and expects to invest or maintain at a yield greater than the yield on the Bond for the purpose of paying debt service on the Bond.

8. Debt Service Account: Bona Fide Debt Service Fund; Minor Portion; Temporary Periods; Yield. The Debt Service Account serves two functions: (i) a bona fide debt service fund (within the meaning of Section 1.148-1(b) of the Regulations) which is used primarily to achieve a proper matching of revenues and principal and interest payments within each Bond Year and is depleted at least once a Bond Year except for a reasonable carryover amount not to exceed the greater of the earnings on the Debt Service Account for the immediately preceding Bond Year or one-twelfth of principal and interest payments on the Bond for the immediately preceding Bond Year, and (ii) a sinking fund (within the meaning of Section 1.148-1(c)(2) of the Regulations), and each such function shall be treated for the purposes hereof as if it occurred in a separate account.

Amounts deposited in the Debt Service Account which are to be used to pay debt service on the Bond within twelve months of their receipt by the City (or which are a reasonable carryover amount with respect thereto) will be invested without regard to yield for a temporary period not longer than thirteen months. Receipts in the Debt Service Account which will not be used to pay debt service on the Bond within thirteen months of their receipt will be invested without regard to yield to the extent they do not exceed the "minor portion" of \$21,850 which is an amount equal to the lesser of \$100,000 or five percent of the Net Sale Proceeds of the Bond. Sale Proceeds of the Bond are the issue price of the Bond less accrued interest.

All receipts in the Debt Service Account may be invested without regard to yield for a temporary period of thirty days from receipt, and investment earnings on such sums may be invested without regard to yield for a longer temporary period of one year from receipt. Amounts not entitled to a temporary period or within said minor portion will not be invested at a yield which is materially higher than the yield on the Bond, or will be invested without regard to yield in tax-exempt Bond as defined in Section 150(a)(6) of the Code, being obligations the interest on which is excluded from gross income under Section 103(a) of the Code.

9. Yield Determination; Materially Higher. The yield on the Bond, based on their issue price being the price paid by Bremer Bank, National Association for the Bond as shown in the Certificate of the Purchaser, has been calculated to be 2.0798%; this yield on the Bond will be recalculated if and as required by the Code or the Regulations. A "materially higher" yield is defined at Section 1.148-2(d)(2) of the Regulations and is generally one-eighth of one percent (0.125%).

10. Rebate. The City is a "small issuer" not subject to the rebate requirement imposed by Section 148(f) of the Code by reason of issuing (together with all subordinate entities thereof, and all entities treated as one with the City) less than \$5,000,000 of tax exempt governmental obligations during the calendar year as provided in Section 148(f)(4)(D) of the Code.

11. Intentional Acts. The City shall not take any deliberate, intentional action after the date hereof to earn arbitrage profit except to the extent such action would not have caused the Bond to be arbitrage bonds had it been reasonably expected on the date hereof.

12. Reimbursement Expenditures. \$ _____ of the proceeds of the Bond will be used to reimburse the City for reimbursement expenditures. The official intent declaration of the City was dated _____, 20__ . **OR** None of the proceeds of the Bond will be used to reimburse the City for reimbursement expenditures.

13. Monitoring of Expenditures and Investments. The City will monitor the investment of Bond proceeds to assure compliance with Section 148 of the Code, and the City will consult with bond counsel periodically with regard to arbitrage issues and compliance.

14. Basis For Expectations. The facts and estimates on which the foregoing expectations are based are (a) the documents included in the "Bond Transcript" prepared for the Bond Closing, (b) all engineering and architectural estimates, drawings, reports and plans and specifications heretofore furnished the City with respect to the Improvements, (c) all contracts, if any, heretofore executed for the construction of the Improvements, (d) all expenditures which were heretofore made by the City for the construction of the Improvements and which are to be reimbursed out of the proceeds of the Bond, and (e) such other facts and estimates, if any, as may be set forth in an Exhibit A attached hereto, if any.

15. No Abusive Arbitrage Device. No "abusive arbitrage device" within the meaning of Section 1.148-10 of the Regulations is used in connection with the Bond. No action relating to the Bond has the effect of (a) enabling the City to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage and (b) overburdening the tax-exempt bond market.

16. Familiarity; Conclusion. We are generally familiar with the requirements of the Regulations, and nothing has been called to our attention to cause us to believe that the proceeds of the Bond will be used in a manner which would cause the Bond to be arbitrage bonds within the meaning of Section 148 of the Code.

17. No Other Facts. To the best of the knowledge and belief of the undersigned, there are no other facts, estimates or circumstances which would materially change the foregoing facts and conclusions

Dated: June 25, 2020.

CITY OF GRANT, MINNESOTA

By _____
Its Mayor

By _____
Its Administrator-Clerk

By _____
Its Treasurer

[Signature Page to Nonarbitrage Certificate]

CERTIFICATE OF REGISTRAR

The undersigned hereby certifies that I am the duly qualified and acting Treasurer of the City of Grant, Minnesota, and as such official do hereby further certify as follows.

1. I am the official charged with the responsibility of acting as Registrar for, and registering the ownership and transfer of, the \$437,000 General Obligation Improvement Bond, Series 2020A (the "Bond").
2. On the date hereof I have registered the Bond delivered this day.
3. Attached hereto is a true and correct copy of my register for the Bond.

Dated: June 25, 2020.

CITY OF GRANT, MINNESOTA

By _____
Its Treasurer

[Signature Page to Certificate of Registrar]

CERTIFICATE OF THE PURCHASER

The undersigned, on behalf of Bremer Bank, National Association, in St. Paul, Minnesota (the "Purchaser"), hereby certifies as set forth below with respect to the purchase of the General Obligation Improvement Bond, Series 2020A (the "Bond") of the City of Grant, Minnesota (the "Issuer").

1. Purchase of the Bond. On the date of this certificate, the Purchaser is purchasing the Bond for the amount of \$437,000. The Purchaser is not acting as an Underwriter with respect to the Bond. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the Bond (or any portion of the Bond or any interest in the Bond). The Purchaser has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Bond and the Purchaser has not agreed with the Issuer pursuant to a written agreement to sell the Bond to persons other than the Purchaser or a related party to the Purchaser.

2. Defined Terms.

(a) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(b) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bond to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bond to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bond to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Nonarbitrage Certificate and with respect to compliance with the federal income tax rules affecting the Bond, and by Taft Stettinius & Hollister LLP, Bond Counsel, in connection with rendering its opinion that the interest on the Bond is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bond.

Dated: June 25, 2020.

BREMER BANK, NATIONAL
ASSOCIATION, as Purchaser

By: _____
Name: _____

[Signature Page to Certificate of the Purchaser]

CERTIFICATE OF MUNICIPAL ADVISOR

The undersigned, being duly authorized to execute this Certificate on behalf of Baker Tilly Municipal Advisors, LLC, in St. Paul, Minnesota (the "Municipal Advisor"), hereby certifies:

1. We have served as Municipal Advisor in connection with the sale of a \$437,000 General Obligation Improvement Bond, Series 2020A (the "Bond") of the City of Grant, Minnesota (the "Issuer"), dated June 25, 2020.
2. We have examined the Nonarbitrage Certificate of even date herewith and hereby certify that we furnished the Issuer the information contained in the "Proceeds and Uses" paragraph of the Nonarbitrage Certificate, that such information is to the best of our knowledge true and correct in all respects and that no matters have come to our attention which make unreasonable or incorrect the representations made in the Nonarbitrage Certificate.
3. We hereby certify that the following information is true and correct and is furnished for the exclusive purpose of completing Form 8038-G, Information Return for Tax-Exempt Governmental Obligations ("Form 8038-G"), for the Bond issued by the Issuer:
 - (a) the Issuer's federal employer identification number (EIN) is 41-1579959;
 - (b) the weighted average maturity based on the issue price of the Bond and from its date of issue (not based on the face amount of the Bond or from its dated date) is 8.987 years; and
 - (c) the yield on the Bond to maturity, based on the price paid for the Bond in the Certificate of the Purchaser is 2.0798%.

Dated: June 25, 2020.

BAKER TILLY MUNICIPAL ADVISORS, LLC

By _____
Its _____

\$437,000
GENERAL OBLIGATION IMPROVEMENT BOND, SERIES 2020A
CITY OF GRANT
WASHINGTON COUNTY
MINNESOTA

We have acted as bond counsel in connection with the issuance by the City of Grant, Washington County, Minnesota (the "City"), of its \$437,000 General Obligation Improvement Bond, Series 2020A, bearing a date of original issue of June 25, 2020 (the "Bond"). We have examined the law and such certified proceedings and other documents as we deem necessary to render this opinion.

We have not been engaged or undertaken to review the accuracy, completeness or sufficiency of any offering material relating to the Bond, and we express no opinion relating thereto.

As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon such examinations, and assuming the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such documents, and the accuracy of the statements of fact contained in such documents, and based upon present Minnesota and federal laws (which excludes any pending legislation which may have a retroactive effect on or before the date hereof), regulations, rulings and decisions, it is our opinion that:

(1) The proceedings show lawful authority for the issuance of the Bond according to their terms under the Constitution and laws of the State of Minnesota now in force.

(2) The Bond is a valid and binding general obligation of the City and all of the taxable property within the City's jurisdiction is subject to the levy of an ad valorem tax to pay the same without limitation as to rate or amount; provided that the enforceability (but not the validity) of the Bond and the pledge of taxes for the payment of the principal and interest thereon is subject to the exercise of judicial discretion in accordance with general principles of equity, to the constitutional powers of the United States of America and to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted.

(3) At the time of the issuance and delivery of the Bond to the original purchaser, the interest on the Bond is excluded from gross income for United States income tax purposes and is excluded, to the same extent, from both gross income and taxable net income for State of Minnesota income tax purposes (other than Minnesota franchise taxes measured by income and imposed on corporations and financial institutions), and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals or the Minnesota alternative minimum tax applicable to individuals, estates or trusts. The opinions set forth in the preceding sentence are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Bond in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes and from both gross income and taxable net income for State of Minnesota income tax purposes. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bond in gross income and taxable net income retroactive to the date of issuance of the Bond.

We express no opinion regarding other state or federal tax consequences caused by the receipt or accrual of interest on the Bond or arising with respect to ownership of the Bond.

Dated at Minneapolis, Minnesota, this 25th day of June 2020.



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: May 26, 2020

Re: Inwood Avenue N. and 105th Street – Resident Petition.

Actions to be considered:

Resolution Declaring Adequacy of Petition and Ordering Preparation of Report.

Facts:

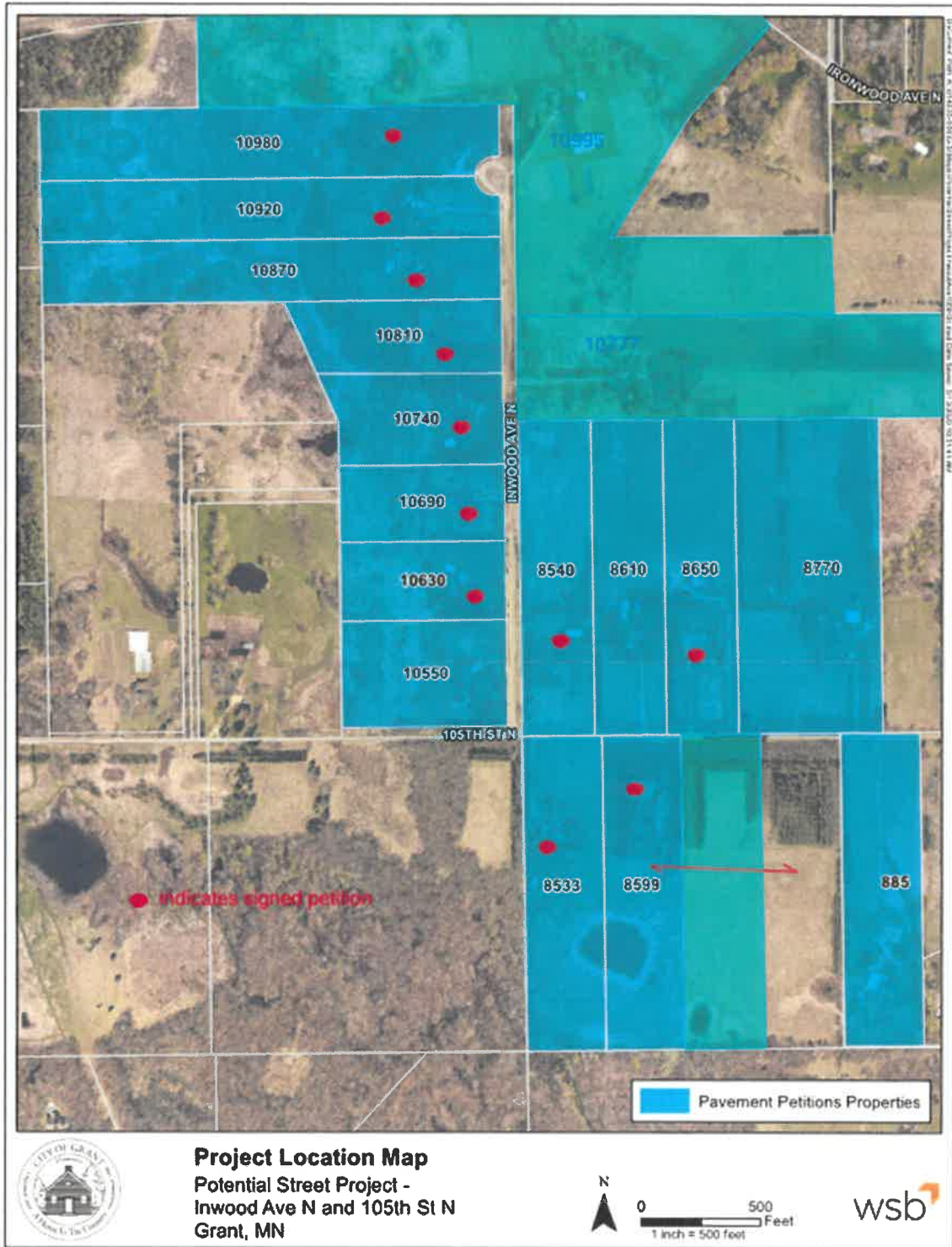
A petition was received from property owners living along Inwood Avenue N and 105th Street requesting street improvements.

The signed petitions account for 68% (13 / 19) 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

Petition Map



CITY OF GRANT

WASHINGTON COUNTY, MINNESOTA

RESOLUTION NO. 2020-26

**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 Inwood Ave AND 105TH Street N., filed with the City Clerk, 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 June, 2020 by the City Council of Grant, Minnesota.

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: May 26, 2020

Re: 2019 Street Improvement Projects – Discuss Joliet Ave and Woodlawn Acres area
Street Improvements
WSB Project No. 014035-000

Actions to be considered:

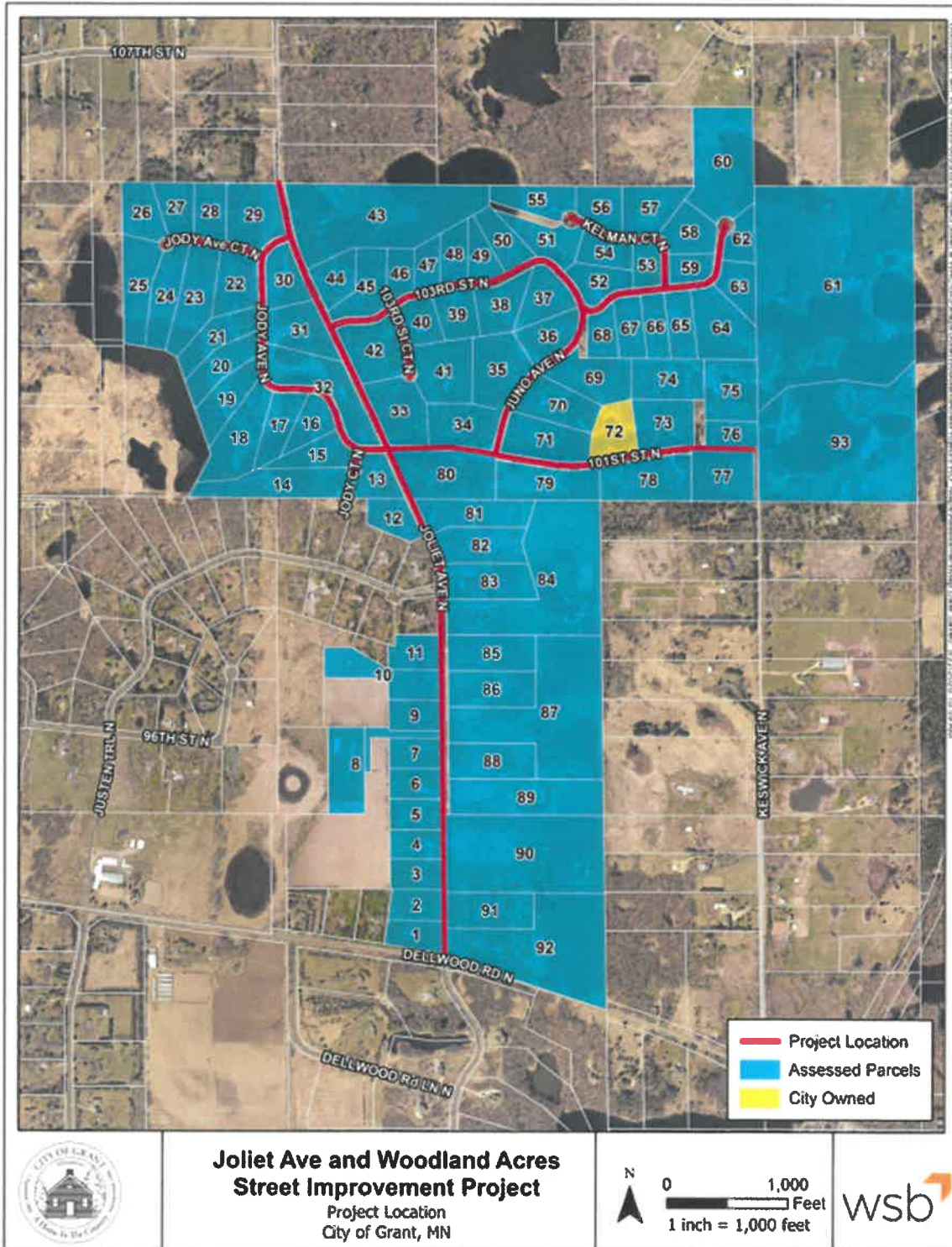
Discuss mock assessment for the Joliet Ave and Woodlawn Acres (WAC) area streets.

Facts:

1. The feasibility study was accepted by Council on September 3, 2019 for the following streets:
 - Jody Ave N
 - Jody Ct N
 - 103rd Street N
 - 103rd Ct N
 - Juno Ave N.
 - Joliet Ave N
 - 101st St N.
 - Kellman Ct
 - Keswick Ave N
2. The revised estimated construction cost for the streets mentioned above is \$845,775. These costs are based upon the most recent street improvement project.
3. The estimated indirect costs for the streets mentioned above is \$101,493
4. Total project costs (Construction + Engineering) is \$947,268. The City is contributing \$77,458 from roadway maintenance dollars. The total assessment amount is estimated at \$869,810.
5. There is a total of 92 buildable units.
6. For each buildable lot the assessment is estimated at \$9,454.
7. An overall assessment map is shown below.
8. Public Hearing will be held at the July 7 regular council meeting.

Action: Discussion.

Attachments:



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: May 26, 2020

Re: Roadway Contractor - KEJ Enterprises Contract Extension

Actions to be considered:

Discuss the extension of KEJ Enterprises Roadway Contractor Contract

Facts:

1. KEJ Enterprises has provided roadway services for the City of Grant since 2015.
2. The current contract expires on May 30, 2020.
3. KEJ Enterprises has agreed to extend the existing terms of the contract for one year in exchange for a 3% hike starting in fiscal year 2021.

Action: Discussion.

Attachments:

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is entered into as of the 7th day of May, 2020, by and between the **CITY OF GRANT**, a Minnesota municipal corporation (“**GRANT**”) and KEJ Enterprises, Inc. (“**CONTRACTOR**”).

Recitals

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

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

Agreement

1. Performance by CONTRACTOR

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

2. Payment for Services

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

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

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

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

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

3. Independent Contractors

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

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

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

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

4. Business of Contractor

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

5. Employees of Contractor

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

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

6. Obligations of CONTRACTOR

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

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

7. Obligations of GRANT

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

8. Insurance

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

9. Termination

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

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

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

10. Risk

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

11. Limitation of Liability

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

12. Indemnity and Warranty

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

13. Assignment

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

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

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

14. Miscellaneous

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

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

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

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

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

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

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

GRANT:

CONTRACTOR:

CITY OF GRANT

By:
Its: Mayor

By:

ATTEST

By:
Its: City Clerk

EXHIBIT A

STATEMENT OF WORK

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

EXHIBIT B
RATE SCHEDULE

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

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

2017 Pricing

Snow Removal

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

Sand/Salt

- \$75.00/hour: Sand/salt application

JOHNSON / TURNER

— L E G A L —

May 19, 2020

Kim Points, City Clerk
City of Grant
111 Wildwood Road
P.O. Box 577
Willernie, MN 55090

Re: *City of Grant - Prosecution*

Dear Kim:

The current Master Joint Powers Agreement is expiring soon; therefore, enclosed are the following documents that are required to permit our firm to continue to utilize and electronically access court records and court documents through the State's Criminal Justice Data Communications Network ("CJDN"):

1. State of Minnesota Joint Powers Agreement Authorized Agency;
2. Court Data Services Subscriber Amendment to CJDN Subscriber Agreement; and,
3. Sample Resolution approving the agreements as we are required to provide proof of authority to the State Court Administrator's Office.

I kindly request that you obtain signatures to the Joint Powers Agreement and Court Data Services Amendment. You and Mayor Huber are the required signatories pursuant to Minn. Stat. §412.201.

Additionally, the Bureau of Criminal Apprehension requires that we provide them with a signed Resolution approving the Joint Powers Agreement, a sample of which is attached.

Please return these documents to our office in the self-addressed stamped envelope. If you have any questions regarding this matter, please do not hesitate to contact me. Thank you.

Sincerely,
JOHNSON / TURNER LEGAL



Michael A. Welch
MAW/mah

Enclosures

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Grant on behalf of its Prosecuting Attorney ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 Expiration date:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. Direct access occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. Indirect access occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. Computer-to-computer system interface occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 **Payment**

The Agency understands there is a cost for access to the criminal justice data communications network described in Minn. Stat. § 299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

Agency will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Agency will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 **Authorized Representatives**

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Michael A. Welch, City Attorney, 56 E Broadway Ave, Ste 206, Forest Lake, MN 55025 (651) 424-7292, or his/her successor.

5 **Assignment, Amendments, Waiver, and Contract Complete**

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a

collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. AGENCY

Name: Jeff Huber
(PRINTED)

Signed: _____

Title: Mayor
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division**

By: _____

Date: _____

Name: Kim Points
(PRINTED)

Signed: _____

Title: Clerk
(with delegated authority)

Date: _____

RESOLUTION NO. 2020-27

**CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA**

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS
AGREEMENTS WITH THE CITY OF GRANT ON BEHALF OF ITS CITY
ATTORNEY AND ARRESTING AGENCY**

WHEREAS, the City of Grant on behalf of its Prosecuting Attorney and Arresting Agency desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Grant, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Grant on behalf of its Prosecuting Attorney and Arresting Agency, are hereby approved.

3. That the City Prosecutor, Michael A. Welch, or his successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Michael A. Welch, David K. Snyder, or any attorney at Johnson/Turner Legal is appointed as the Authorized Representative's designee.

4. That Jeff Huber, the Mayor for the City of Grant, and Kim Points, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this ____ day of _____, 2020

CITY OF GRANT

By: Jeff Huber
Its Mayor

ATTEST: _____
By: Kim Points
Its City Clerk

MEMORANDUM

TO: Sharon Schwarze, Treasurer, City of Grant, Minnesota

FROM: Mary L. Ippel

DATE: May 26, 2020

RE: **Post-Issuance Compliance Policies and Procedures**

Following issuance by City of Grant, Minnesota (the "City") of tax-exempt governmental bonds, the City must continue to take certain actions with respect to the bonds in order that they retain their tax-exempt status. In particular, the City must be sure that the project financed with the bonds continues to be used for public purposes and that the proceeds of the bonds are applied in a manner that complies with the arbitrage rules on the Internal Revenue Code of 1986, as amended (the "Code"), and its related regulations.

Over the last couple of years, the IRS has increased its scrutiny of tax-exempt bonds and has strongly expressed an expectation that issuers of tax-exempt bonds have written procedures in place to ensure compliance with these rules. Most recently, in September, 2011, the IRS released a new Form 8038-G, which is the form that issuers file upon the issuance of each tax-exempt bond issue. The new version of the form specifically asks the issuer to check a box that it has established written procedures "to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations." There is a second box asking if the issuer has written procedures "to monitor the requirements of Section 148," which is the Code section governing arbitrage.

There is no statutory or rule requirement that the City have such written procedures. By including these questions on Form 8038-G (the same questions also appear on Form 8038), however, the IRS is strongly emphasizing its view of the importance of having such procedures in place. Informally, the IRS has also indicated that having such procedures in place may result in a lower penalty in the event of any audit or voluntary compliance agreement related to an issuer's bonds.

The proposed Policies and Procedures have been drafted to cover the concerns and expectations that have been expressed by the IRS. Yet, at the same time, we recognize that the City, along with its bond counsel and municipal advisor, are already doing many of the tasks set forth in the document. It simply demonstrates that the City is, in fact, taking the appropriate actions to ensure that its bonds remain tax-exempt.

Please feel free to contact us if you have any further questions or comments.

CITY OF GRANT, MINNESOTA

**GOVERNMENTAL BONDS
POST-ISSUANCE COMPLIANCE
POLICIES AND PROCEDURES**

The following policies and procedures were adopted by the City Council of City of Grant, Minnesota (the "City") as of the date indicated below with respect to the governmental bonds of the City, to require, and further ensure, the ongoing compliance of governmental bonds issued by the City with the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder (the "Regulations"), including the record retention requirements of Code Section 6001 and Section 1.6001(a) of the Treasury Regulations. Such policy and procedures were adopted after consultation with Taft Stettinius & Hollister LLP, the bond counsel ("Bond Counsel"), and Baker Tilly Municipal Advisors, LLC, the municipal advisors, to the City and are internal operating procedures to be used by the City's management in connection with the issuance and sale of all issues of governmental bonds.

The City Council of the City has the overall, final responsibility for monitoring whether the City is in compliance with post-issuance federal tax requirements for the City's governmental bonds. However, the City Council assigns to the Treasurer of the City the primary operating responsibility to monitor the City's compliance with post-issuance federal tax requirements for the City's governmental bonds. The Treasurer may further assign post-issuance compliance responsibilities to other staff of the City, Bond Counsel, the paying agent for the bonds, and a rebate analyst. The Treasurer shall provide training and educational resources to City staff who are responsible for ensuring compliance with any portion of these policies and procedures.

1. Appropriate Application of Proceeds.

- (a) The Treasurer shall ensure the timely expenditure of the proceeds of governmental bonds by monitoring the application of all bond proceeds in accordance with the source of funds used and in accordance with the documents related to the issuance of the governmental bonds, including the reimbursement of pre-issuance expenses.
- (b) The Treasurer shall ensure the correct calculation and application of bond proceeds pursuant to the Code by:
 - (i) confirming that any closing and/or allocation memorandum for the issuance of the bonds is accurate in the deposits directed thereunder, including ensuring that bond proceeds are used only for public purposes; and
 - (ii) through the draw request process, identifying requested expenditures that are not eligible expenditures.
- (c) The Treasurer shall monitor the use of all bond-financed facilities in order to:
 - (i) determine whether private business uses of bond-financed facilities have exceeded de minimus limits set forth in Section 141(b) of the Code, and
 - (ii) determine whether private security or payments have excluded the de minimus limits set forth in Section 141(b) of the Code.

2. Arbitrage Yield Restriction and Rebate Requirements.

The Treasurer shall monitor and calculate arbitrage, and shall coordinate and maintain, or cause to be maintained, records of:

- (a) Computations of the yield on the bonds by the City's financial advisor, and purchases and sales of investments made with bond proceeds (including amounts treated as "gross proceeds" of bonds under section 148 of the Code) and receipts of earnings in those investments;
- (b) Expenditures made with bond proceeds (including investment earnings on bond proceeds) for the governmental purposes of the bonds;
- (c) Calculations that will be sufficient to demonstrate to the Internal Revenue Service ("IRS") upon an audit of a bond issue that, where applicable, the City has complied with any available exception to the arbitrage rebate requirement in respect of that bond issue;
- (d) Calculations that will be sufficient to demonstrate to the IRS upon an audit of a bond issue for which no exception to the arbitrage rebate requirement was applicable, that the rebate amount, if any, was payable to the United States of America in respect of investments made with gross proceeds of that bond issue, was calculated and timely paid with Form 8038-T timely filed with the IRS; and
- (e) Information and records showing that investments held in yield-restricted advance refunding or defeasance escrows for bonds, and investments

made with unspent bond proceeds after the expiration of the applicable temporary period, were not invested in higher yielding investments.

The Treasurer shall also:

- (a) Ensure that any third-party entity tasked with investment responsibility for governmental bonds is provided with a copy of the tax compliance or arbitrage certificate for each bond issue and is advised as to all investment restrictions with respect to the proceeds of and funds related to any governmental bonds issued by the City;
- (b) Cause any funds subject to yield restriction to be segregated;
- (c) If necessary, hire an independent contractor annually or every five years, as the case may be and as required by any arbitrage certificate, to perform all arbitrage and rebate calculations and to review the City's investment process to ensure that it is in compliance; and
- (d) If necessary, consult with Bond Counsel prior to engaging in post-issuance credit enhancement transactions.

3. Record Retention Requirements.

It is the policy of the City that, unless otherwise permitted by future IRS regulations or other guidance, written records (which may be in electronic form) will be maintained with respect to each bond issue for as long as those bonds remain outstanding, plus three years. For this purpose, the bonds include refunding bonds that refund the original bonds and thereby refinance the property that was financed by the original bonds.

In maintaining electronic storage, the Treasurer will comply with applicable IRS requirements, such as those contained in Revenue Procedure 97-22.

The records to be obtained and maintained are to include:

- (a) The official transcript of proceedings for the original issuance of the bonds (including ensuring that all applicable documents are included in such transcript);
- (b) Records showing how the bond proceeds were invested, as described in 2 above;
- (c) Records showing how the bond proceeds were spent, as described in 1 above, including, but not limited to, loan documents, construction contracts, draw requests, invoices, payment of bond issuance costs, and records of "allocations" of bond proceeds to make reimbursement for project expenditures made before the bonds were actually issued;
- (d) Information, records, and calculations showing that, with respect to each bond issue, the City was eligible for an exception to the arbitrage rebate requirement or, if not, that the rebate amount, if any, that was payable to the United States of America in respect of investments made with gross proceeds of that bond issue, was calculated and timely paid with Form 8038-T timely filed with the IRS, as described in 2 above;
- (e) Schedules of all bond-financed facilities, including whether such facilities are land, buildings, or equipment, economic life calculations, and information regarding depreciation;

- (f) Records and agreements related to any trade or business activities by or with non-governmental entities or persons with respect to any facilities financed with the proceeds of governmental bonds, including, but not limited to, management agreements and leases; and
- (g) Documentations of all sources of payment or security for the issue.

The basic purpose of the foregoing record retention procedure for the City's governmental bonds is to enable the City to readily demonstrate to the IRS upon a questionnaire or an audit of any bond issue that the City has fully complied with all federal tax requirements that must be satisfied after the issue date of the bonds.

4. Reissuance.

The following policies relate to compliance with rules and regulations regarding the reissuance of bonds for federal law purposes.

The Treasurer will:

- (a) Identify and consult with Bond Counsel regarding any post-issuance change to any terms of an issue of bonds which could potentially be treated as a reissuance for federal tax purposes; and
- (b) Confirm with Bond Counsel whether any "remedial action" in connection with a "change in use" (as such terms are defined in the Code and Treasury Regulations) would be treated as a reissuance for tax purposes and, if so, confirm the filing of any new Form 8038-G.

5. Direct Pay Bonds.

(a) In addition to the other requirements herein, should the City issue direct pay bonds pursuant to Sections 54A through 54F of the Code, the City Auditor shall also be responsible for:

(i) determining the amount of interest payable on each interest payment date and the proper amount of refundable credit reported on Form 8038-CP;

(A) as appropriate, the Treasurer shall compare the interest payment calculations to any independently-verified report prepared at closing for the bond issue; and

(B) the Treasurer shall approve all disbursements.

(ii) preparing and timely filing all Forms 8038-CP;

(A) timely filing of Form 8038-CP shall be made to insure that payments are timely made on the interest payment date and such timely filing is ensured by the use of a third-party filing agent; and

(B) in the case of bond issues with multiple maturities, a separate Form 8038-CP shall be filed for each maturity;

(iii) ensuring all credit payments shall be requested to be made by wire.

The Treasurer is familiar with the wire payment procedures for the

City and will ensure that the Form 8038-CP includes the proper information for payment of the credit to the proper person; and

(iv) alternatively, hiring a third party (the "Filing Agent") who shall be responsible for the matters in this Section 5 and any other responsibilities set forth in a filing agent agreement between the City and the Filing Agent.

(b) In addition to the records retained pursuant to Section 3, the records to be obtained and maintained with respect to direct pay bonds are to include:

(i) information, records, and calculations showing that Forms 8038-CP were properly prepared and timely filed, as described in (a) above;

(ii) all contracts that are subject to the federal Davis-Bacon prevailing wage rules; and

(iii) with respect to Qualified Energy Conservation Bonds, such documents, test results, audits, and reports obtained by the City that demonstrate that the final project has achieved a reduction in energy consumption in publicly-owned buildings by at least 20%.

(c) The Treasurer shall ensure that all contracts let for projects financed with direct pay bonds shall comply with the federal Davis-Bacon prevailing wage rules.

6. Taxable Governmental Bonds.

Most of the provisions of these policies and procedures are not applicable to governmental bonds the interest on which is includable in gross income for federal income tax purposes. However, if an issue of taxable governmental bonds is later refunded with the proceeds of an issue of tax-exempt governmental refunding bonds, then the uses of the proceeds of the taxable governmental bonds and the uses of the facilities financed with the proceeds of the taxable governmental bonds will be relevant to the tax-exempt status of the governmental refunding bonds. Therefore, if there is any reasonable possibility that an issue of taxable governmental bonds may be refunded, in whole or in part, with the proceeds of an issue of tax-exempt governmental bonds then, for purposes of these policies and procedures, the Treasurer shall treat the issue of taxable governmental bonds as if such issue were an issue of tax-exempt governmental bonds and shall carry out and comply with the requirements of these policies and procedures with respect to such taxable governmental bonds. The Treasurer shall seek the advice of Bond Counsel as to whether there is any reasonable possibility of issuing tax-exempt governmental bonds to refund an issue of taxable governmental bonds.

7. Qualified 501(c)(3) Bonds.

If the City issues bonds to finance a facility to be owned by the City but which may be used, in whole or in substantial part, by a nongovernmental organization that is exempt from federal income taxation under Section 501(a) of the Code as a result of the application of Section 501(c)(3) of the Code (a "501(c)(3) Organization"), the City may elect to issue the bonds as "qualified 501(c)(3) bonds" the interest on which is exempt from federal income taxation under Sections 103 and 145 of the Code and applicable Treasury Regulations. Although such qualified 501(c)(3) bonds are not governmental bonds, at the election of the Treasurer, for purposes of

these policies and procedures, the Treasurer may treat such issue of qualified 501(c)(3) bonds as if such issue were an issue of tax-exempt governmental bonds and shall carry out and comply with the requirements of these policies and procedures with respect to such qualified 501(c)(3) bonds. Alternatively, in cases where compliance activities are reasonably within the control of the relevant 501(c)(3) Organization, the Treasurer may determine that all or some portion of the compliance responsibilities described herein shall be assigned to organization.

8. Conduit Bonds.

The provisions of these policies and procedures are primarily intended to be applicable to governmental bonds. However, the City may from time to time issue qualified 501(c)(3) bonds or other qualified private activity bonds that are not governmental bonds and loan the proceeds thereof to a nongovernmental organization that is the obligor on such conduit bonds. Although such conduit bonds are not governmental bonds, at the election of the Treasurer, for purposes of these policies and procedures, the Treasurer may treat such issue of conduit bonds as if such issue were an issue of tax-exempt governmental bonds and shall carry out and comply with the requirements of these policies and procedures with respect to such conduit bonds. Alternatively, in cases where compliance activities are reasonably within the control of the relevant obligor, the Treasurer may determine that all or some portion of the compliance responsibilities described herein shall be assigned to or required of such obligor.

9. General Requirements.

- (a) Periodically, the Treasurer shall consult with Bond Counsel, general counsel, and financial advisors to the City to determine if any changes to these procedures are advisable and shall amend these procedures accordingly.

- (b) These procedures may be amended or withdrawn from time to time and constitute internal management procedures for compliance with certain provisions of the Code and do not constitute and are not intended to be, rules of the City.

Adopted this 2nd day of June, 2020 on behalf of the City.

Treasurer
CITY OF GRANT, MINNESOTA

MUNICIPAL ASSESSMENT SERVICES AGREEMENT

THIS MUNICIPAL ASSESSMENT AGREEMENT ("Agreement") is entered into this 1st day of June 2018, by and between the City of Grant, a Minnesota municipal corporation ("City") and Todd Walter Smith d/b/a Smith Appraisal Service ("Smith").

RECITALS

- A. Smith is a Certified Residential Assessor licensed by the State of Minnesota Board of Assessors;
- B. Smith's license number is 1857;
- C. The City has 2,173 parcels of property subject to tax assessment;
- D. The City desires to engage Smith for the purpose of providing municipal assessment services;
- E. The City desires to appoint Smith to act as its City Assessor subject to the following terms and conditions.

NOW THEREFORE, the City and Smith hereby agree as follows:

AGREEMENT

1. Smith is appointed to serve as the City Assessor for the City of Grant and shall perform all assessment services required by State law and the City of Grant.
2. Smith is deemed to be an independent contractor for the purposes of this appointment. Smith acknowledges and agrees that he is not an employee of the City. The City will not withhold any taxes, social security, FICA, or any other withholdings from its payments to Smith, Smith shall be solely responsible for calculating and paying all state and federal income taxes, social security, FICA, and any other taxes or withholdings. City shall not pay, and Smith shall not be entitled to any health insurance, life insurance, pensions, retirement accounts, or any other fringe benefits not enumerated herein.
3. Smith's appointment as City Assessor shall commence on June 1, 2020 and shall run for a term of two (2) year(s) until June, 2022.
4. Smith shall be compensated by the City at a rate of \$ 11.00 per parcel, for a total annual contract price of \$23,903.04. There shall be no increase in the contract rate unless expressly approved by the City. There shall be no charge for new construction permits or exempt properties.

5. Smith's services shall be billed monthly starting June 1, 2018. Smith agrees to submit an invoice requesting payment at least thirty (30) days prior to the payment date.
6. Smith shall maintain insurance in the amount of One Million Dollars (\$1,000,000.00), and shall maintain vehicle and property coverage as approved by the City. Smith shall name the City as an additional insured on these policies and shall provide to the City copies of all proofs of insurance. Smith shall direct the insurer to remit any changes in coverage to the City.
7. Smith shall provide the contracted services in accordance with industry accepted appraisal standards and shall maintain necessary licensures and certifications with the State of Minnesota. Failure to maintain necessary licensures and certifications shall be deemed a default of this Agreement subjecting the Agreement to termination by the City in its sole discretion.
8. Smith represents and certifies that he is experienced and knowledgeable about Washington County's mass appraisal systems, shall provide his services in a competent manner, and agrees that failure to comply with or complete the assessment in accordance with the requirements of Washington County shall be deemed a default of this Agreement subjecting the Agreement to termination by the City in its sole discretion.
9. Smith shall be responsible for physically inspecting and determining the valuation of every parcel of assessable property in the City. The inspections shall be conducted on a five-year rotation with twenty percent (20%) of the properties physically inspected each year. The five year rotation shall not obligate or otherwise compel or require the City to extend the term of this Agreement beyond the term as stated herein.
10. Smith shall not assign or delegate contracted work to another assessor, employee or subcontractor without the express prior approval of the City, with the exception of clerical work not requiring a Minnesota Certified Residential Assessor's license. All clerical work shall be performed by an employee of Smith.
11. Smith shall attend and conduct the annual Board of Appeals meeting; conduct property reviews recommended by the Board of Appeals; attend the annual County Board of Equalization meeting; testify on behalf of the City at Court appearances, hearing or judicial or quasi-judicial hearings; and any other such activity required to accurately assess all of the parcels located within the City. Such services shall be included in the annual fee and shall not be subject to additional cost to the City.
12. This Agreement may be terminated as provided for by this Agreement or by either party upon thirty (30) days written notice to the other.

13. The City shall be authorized to terminate this Agreement immediately in the event Smith fails to properly perform the required functions as stated in this Agreement, or engages in malpractice, theft, illegal activity, or other misconduct related to the performance of his duties. Smith may terminate this Agreement in the event the city fails to timely pay Smith for his services as set forth in this Agreement.
14. The City shall be entitled to recover all reasonable costs, including attorney's fees, incurred in the enforcement of this Agreement.
15. This Agreement constitutes the entire agreement between the parties and may only be modified in writing and upon execution by both parties. The Agreement shall be construed in accordance with the laws of the State of Minnesota.

CITY OF GRANT,
a Minnesota municipal corporation.

TODD W. SMITH
d/b/a Smith Appraisal Service

By: Jeff Huber
Its: Mayor

By: Todd W. Smith

ATTEST:

By: Kim Points
Its: City Clerk

City Council Report for May 2020

To: Honorable Mayor & City Council Members

From: Jack Kramer Building & Code Enforcement Official

Zoning Enforcement:

1, No new violations to report

Building Permit Activity:

Thirty (30), Building Permits have been issued for with a total valuation of \$ 941,489.00.

Respectfully submitted,

A handwritten signature in black ink that reads "Jack Kramer". The signature is written in a cursive, slightly slanted style.

Jack Kramer

Building Official

