

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

*The regular monthly meeting of the Grant City Council will be called to order at 7:00 o'clock p.m. on Monday, November 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.**

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- (2) \_\_\_\_\_
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**2. PLEDGE OF ALLEGIANCE**

**3. APPROVAL OF REGULAR AGENDA**

**4. APPROVAL OF CONSENT AGENDA**

- A. October 6, 2020 City Council Meeting Minutes
- B. October 2020 Bill List, \$117,483.95
- C. WSB Contract Renewal

- D. SHC Contract Renewal
- E. Video Tech Contract Renewal
- F. Northwest Asphalt, Pay Voucher #1, \$604,895.57

5. **STAFF AGENDA ITEMS**

A. City Engineer, Brad Reifsteck

i. PUBLIC HEARING, Consideration of Resolution No. 2020 -39, Certifying Special Assessments for the Joliet Ave and Woodland Acres Street Improvement Project

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

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

6. **NEW BUSINESS**

i. Endorsement of Browns Creek Watershed District Applicant, Celia Wirth

ii. Schedule Canvass of Election Meeting

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 NOVEMBER 3 THROUGH NOVEMBER 30, 2020:**

General Election, Tuesday, November 3, Woodbury Lutheran Oak Hill Campus, 7:00 a.m. to 8:00 p.m.

Mahtomedi Public Schools Board Meeting, Thursday, November 12<sup>th</sup>, Mahtomedi District Education Center, 7:00 p.m.

Stillwater Public Schools Board Meeting, Thursday, November 12<sup>th</sup>, 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** : **October 6, 2020**  
**TIME STARTED** : **7:00 p.m.**  
**TIME ENDED** : **8:54 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 7:00 p.m.

**PUBLIC INPUT**

No one was present for public input.

**PLEDGE OF ALLEGIANCE**

**SETTING THE AGENDA**

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

**CONSENT AGENDA**

- September 1, 2020 City Council Meeting Minutes Approved
- September 2020 Bill List, \$83,556.41 Approved
- Kline Bros. Excavating, Road Work,  
\$72,899.50 Approved
- OMG Midwest, Pay Voucher #2, \$17,760.07 Approved
- City of Mahtomedi, 3<sup>rd</sup> Quarter Fire  
Contract, \$36,407.00 Approved
- City DOES NOT WAIVE Monetary Limits on  
Municipal Tort Liability Approved

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

3

4 **STAFF AGENDA ITEMS**

5

6 **City Engineer, Brad Reifsteck**

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8 **Consideration of Resolution No. 2020-39, Declaring Costs to be Assessed and Ordering**  
9 **Preparation of Proposed Assessments, Joliet Avenue and Woodland Acres Street Project – City**  
10 **Engineer Reifsteck advised the next step in the Joliet Avenue and Woodland Acres Street Project is to**  
11 **declare costs and order preparation of proposed assessments. He reviewed the following background**  
12 **relating to the project:**

13

- 14 • The City Council received the feasibility report at the September 3rd, 2019 regular council  
15 meeting.
- 16
- 17 • The City Council ordered the public improvement for the project following a noticed public  
18 hearing at the June 1<sup>st</sup>, 2020 regular council meeting.
- 19
- 20 • The City Council approved the Plans and Specifications and Ordered the Advertisement for  
21 Bids on July 7, 2020 regular council meeting. Bids were received on August 6<sup>th</sup>, 2020.
- 22
- 23 • The project costs to be incurred for the improvement is \$798,028. Project costs includes items,  
24 such as, construction, engineering, legal, financing and administrative costs. The City has  
25 budgeted and is contributing \$77,458 to the Project. Therefore, the total amount to be assessed  
26 is \$720,570.
- 27
- 28 • Projects funded using special assessments are required by law to follow Minnesota State  
29 Statute, Chapter 429. A public hearing is required to consider the adoption of assessments.  
30 This hearing is proposed to be held at the November 2nd, 2020 City Council meeting.
- 31

32

32 **Council Member Schafer moved to adopt Resolution No. 2020-39, as presented. Council**  
33 **Member Giefer seconded the motion. Motion carried unanimously by a roll call vote.**

34

35 **Consideration of Resolution No. 2020-40, Calling for and Ratifying an Assessment Hearing,**  
36 **Joliet Avenue and Woodland Acres Street Improvement Project – City Engineer Reifsteck stated**  
37 **Resolution No. 2020-40 calls for and ratifies the assessment hearing for the Joliet Avenue and**  
38 **Woodland Acres Street Project.**

39

40 **Council Member Giefer moved to approve Resolution No. 2020-40, as presented. Council**  
41 **Member Schafer seconded the motion. Motion carried unanimously by a roll call vote.**

42

43 **City Planner, Jennifer Swanson**

44

45 **Consideration of Resolution No. 2020-41, Request for Minor Subdivision at 9337 and 9411**  
46 **Joliet Avenue North – City Planner Swanson advised the Applicants, Richard and Maureen Bennett,**

1 are requesting a lot line rearrangement and lot consolidation (minor subdivision) of the property  
 2 located at 9337 and 9411 Joliet Avenue North. In 2018 the Applicants went through a minor  
 3 subdivision process to create the three (3) lots and/or PIDs currently identified in the Washington  
 4 County GIS records (see attached). Since 2018 a new home was constructed on the property  
 5 addressed as 9337 Joliet Avenue North which is approximately 5.0 acres, the property identified as  
 6 PID 15030214100051 remains vacant. The Applicants now wish to rearrange the lot lines resulting  
 7 in a consolidation of the three (3) existing lots into two (2) remaining lots.

8  
 9 A duly noticed public hearing was held on September 22, 2020. No members of the public provided  
 10 testimony regarding the subject application. After discussion, the Planning Commission unanimously  
 11 recommended approval of the subject application.

12  
 13 The following staff report is generally as presented at the Planning Commission, except as noted.

14  
 15 **Project Summary**

16

Applicant:	Richard and Maureen Bennett
PID:	1503021410004 (5 Acres) 1503021410002 (19.98 Acres) 150302141000 5 (18.06 Acres)
Address:	9337 and 9411 Joliet Avenue North
Zoning & Land Use:	A-2
Request:	Lot Line Rearrangement (Minor Subdivision) to consolidate the existing parcel configuration from 3 lots into 2 lots identified as Proposed Parcel A containing 11.09 acres, and Proposed Parcel B containing 31.95 Acres

17  
 18 The Applicant is proposing a Lot Line Rearrangement, a subsection of Minor Subdivision, to  
 19 rearrange the lot lines and consolidate the existing parcels into two (2) lots from three (3). The  
 20 proposed rearrangement will result in Proposed Parcel A containing 11.09 acres and Proposed Parcel  
 21 B containing 31.95 acres. Both Proposed Parcel A and Proposed Parcel B are developed with existing  
 22 principal structures. Proposed Parcel B is the original homestead and also includes an existing tennis  
 23 court, pool, and accessory building.

24  
 25 City Planner Swanson advised the City’s subdivision ordinance allows for minor subdivisions and lot  
 26 line adjustments as defined in Section 30-9 and 30-10. The sections of the code that relate to  
 27 dimensional standards and other zoning considerations are provided for your reference:

28           Secs. 32-246

29  
 30 There are three existing parcels associated with the subject application which are located northeast of  
 31 the Joliet Avenue North and Dellwood Road North (Hwy 96) intersection. The following summary  
 32 of each parcel is provided:  
 33

1 PID 1503021410005 is approximately 18.06 acres, is vacant and unaddressed. The parcel is bordered  
 2 on the south property line by Dellwood Road North (Hwy 96), and the westerly property line is Joliet  
 3 Avenue North. The parcel in its current configuration has approximately 264-feet of frontage on  
 4 Joliet Avenue North, and 1,391-feet of frontage on Highway 96. There are no structures or  
 5 improvements currently on the parcel. Based on the National Wetland Inventory and available GIS  
 6 data there are two existing wetlands on the subject parcel, one on the north-central portion of the  
 7 property and one on the south-central portion of the property. The aerial denotes that much of the  
 8 property is wooded, with extensive woodlands comprising the easterly half of the property, with what  
 9 appears to be planted trees (primarily conifers) on the western half of the property.

10  
 11 PID 1503021410004 is approximately 5 acres and is bordered by PID 1503021410005 on its  
 12 southerly and easterly border. A new home was constructed on this parcel after the minor subdivision  
 13 was approved in 2018. The existing home is setback approximately 111.7' from Joliet Avenue, 129.8'  
 14 from the northerly property line (side), 94.0' from the southerly property line (side) and 480.1' from  
 15 the easterly property line (rear). The existing homestead is accessed from a single driveway which  
 16 connects to Joliet Avenue North on the property's westerly property line. The parcel in existing  
 17 configuration has approximately 300-feet of frontage along Joliet Avenue North and meets all  
 18 existing dimensional lot standards. Per the NWI and available GIS there are no existing wetlands on  
 19 the property.

20  
 21 PID 1503021410002 is approximately 19.98 acres and is bordered on the southern property line by  
 22 9337 Joliet Avenue N and PID 1503021410005. There is an existing homestead on the property  
 23 which is setback approximately 1,025' from the westerly property line (front), 422' from the  
 24 northerly property line (side), 100' from the southerly property line (side) and 175.7' from the  
 25 easterly property line (rear). The existing homestead, accessory building, and accessory uses are all  
 26 accessed from a single driveway which connects to Joliet Avenue North on the property's westerly  
 27 property line. The existing accessory building is approximately 3,500 square feet and is located  
 28 northwest of the existing home. The parcel in existing configuration has approximately 660-feet of  
 29 frontage along Joliet Avenue North. Per the NWI and available GIS there is a wetland area located on  
 30 the south-central portion of the property which extends onto the southerly parcel. The site is heavily  
 31 vegetated on the eastern half of the property, as well as vegetated along the northerly property line.

32  
 33 The adopted Comprehensive Plan sets a maximum density of 1 unit per 10 acres in the A-2 land use  
 34 designation. The proposed minor subdivision/lot line rearrangement of the total 43.04-acres results in  
 35 no additional lots and reduces the overall density of the subject property by one unit. The minor  
 36 subdivision/lot line rearrangement meets the established density requirements stated within the  
 37 adopted comprehensive plan. The intent of the A-2 land use designation is stated to promote and  
 38 maintain rural residential uses, and the proposed subdivision/rearrangement is consistent with that  
 39 objective.

40  
 41 The following site and zoning requirements in the A-2 district are defined as the following for lot  
 42 standards and structural setbacks:

<b>Dimension</b>	<b>Standard</b>
Lot Area	5 acres
Lot Width (public street)	300'
Lot Depth	300'

FY Setback – County Road (Centerline)	150'
Side Yard Setback (Interior)	20'
Rear Yard Setback	50'
Maximum Height	35'

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Lot Area and Lot Width

The proposed subdivision is depicted on Attachment B: Minor Subdivision. As shown the proposed subdivision would result in newly created Proposed Parcel A and Proposed Parcel B. Due to the proposed combination, approximately 5.0 acres are transferred to the existing proposed at 9337 Joliet Avenue N and approximately 11.97 acres are transferred to the property at 9441 Joliet Avenue N. The following summary of each created parcel is identified on the table below:

**Lot Tabulation:**

Parcel	Size	Frontage/Lot Width	Lot Depth
Parcel A	11.09 Acres	537.05'	726.0'
Parcel B	31.95 Acres	660.0'	1,319.58'

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

The existing homestead and accessory structures located on proposed Parcel B are subject to the city’s setback requirements. The existing principal structure is setback approximately 1,025-feet from the right-of-way line (westerly property line) of Joliet Avenue North; 940-feet from the southerly right-of-way line of Highway 96; 175.7-feet from the easterly property line; and 422-feet from the northerly property line. The accessory building is setback approximately 360-feet from the newly created property line of Parcel A; 252-feet from the northerly property line; and 750-feet from the westerly right-of-way line of Joliet Avenue North. ***The existing home and accessory building on Parcel B meet or exceed all City setback requirements.***

The existing homestead located on proposed Parcel A is subject to the city’s setback requirements. The existing principal structure is setback approximately 111.7-feet from the right-of-way line (westerly property line) of Joliet Avenue North; 359-feet from the southerly right-of-way line of Highway 96; and 480.1-feet from the easterly property line; and 129.8-feet from the northerly property line. ***The existing home and accessory building on Parcel A meet or exceed all City setback requirements.***

Both Parcel A and Parcel B are served by existing driveways, and there are no new driveways or access locations proposed as part of this application. ***As depicted, the driveways on Parcel A and B meet the City’s driveway standards and setback requirements.***

As previously stated, there is one existing accessory building located on Parcel B which is approximately 3,500-square-feet. The rearrangement of the lot will result in Parcel B containing approximately 31.95 acres. Per Section 32-313 of the City’s ordinance, parcels greater than 20-acres have no restriction on total size and number of accessory buildings. As such, the existing building, and any future accessory structures on Parcel B, is consistent with the City’s ordinances and

1 standards. There are no accessory buildings denoted on Parcel A as part of this application. The  
 2 Applicant should be aware that accessory buildings on parcels between 9.6 and 14.99-acres are  
 3 limited to a total square footage not to exceed 3,500 square-feet, and a maximum of four (4)  
 4 accessory structures are permitted. *Staff would recommend including a condition that any future  
 5 proposed accessory building(s) shall be subject to size and permitted number as stated within  
 6 section 32-313 of the City’s Zoning ordinance.*

7  
 8 The existing homes on both Parcel A and Parcel B are served by existing individual well and septic  
 9 systems. There are no new lots created as a result of this application and therefore no additional soil  
 10 borings or information regarding well locations is required.

11  
 12 City Planner Swanson stated given that the proposed lot line rearrangement will consolidate three (3)  
 13 existing lots into two (2) and no new structures are proposed as part of this application there is no  
 14 additional review needed from the watershed district or MnDOT. Any future rearrangement or  
 15 subdivision may require additional review from the watershed district and MnDOT if any new access  
 16 is proposed onto Highway 96.

17  
 18 **Council Member Carr moved to adopt Resolution No. 2020-41, as presented. Council Member  
 19 Rog seconded the motion. Motion carried unanimously by a roll call vote.**

20  
 21 **Consideration of Resolution No. 2020-42, Application for Amended CUP to Allow for Building  
 22 Expansion, American Polywater Corporation Building, 11222 60<sup>th</sup> Street North – City Planner  
 23 Swanson advised The Applicant, Mike Fee, on behalf of American Polywater Corporation (“APC”)  
 24 has requested an amendment to their Conditional Use Permit for the subject property. The CUP was  
 25 first issued in 1983 and was later amended in 1996 and 2000 respectively. The existing facility  
 26 includes approximately 2,842 SF of office, 820 SF of Laboratory space and approximately 20,368 SF  
 27 of manufacturing and warehouse space. As indicated in the Applicant’s narrative, APC has  
 28 experienced substantial growth over the last five years and needs additional space to accommodate its  
 29 operations. The proposed amendment will allow for the expansion of the existing facility on the site  
 30 to provide additional office, laboratory, staff support, warehousing, and manufacturing space. The  
 31 proposed amendment is to allow for the expansion of the facility and there are no changes to the use  
 32 of the property.**

33  
 34 A duly noticed public hearing was held on September 22, 2020. The Applicant provided some  
 35 testimony, and no other members of the public commented. After discussion, the Planning  
 36 Commission unanimously recommended approval of the subject application with the conditions as  
 37 drafted by staff.

38  
 39 **Project Summary**

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Applicant: Mike Fee, Operations Manager	Site Size: 2.68 Acres (PID 3603021330005)
Owner: American Polywater Corporation (APC)	1.5 Acres (PID 3603021330013)
Zoning & Land Use: GB	Request: Amended Conditional Use Permit (CUP) to allow for a 12,150 SF addition (9,000 SF footprint)



Location Description and PIDs:  
 The subject application includes PID 3603021330005 and PID 3603021330013 which are contiguous and oriented north-south. Both parcels are owned by APC and will be used to support the proposed expansion of the existing building.

1  
 2 The Applicant is requesting an amendment to the existing CUP to allow for the expansion of the  
 3 existing building located on site. The existing building is located at 11222 60<sup>th</sup> Street N., PID  
 4 3603021330005, and is setback approximately 66-feet from the right-of-way line. As currently  
 5 configured, the existing facility and all associated improvements are located on the subject parcel.  
 6 The proposed expansion is on the northerly side of the existing facility and proposed improvements  
 7 including additional parking and septic system drainfield expansion will be constructed on the  
 8 adjacent vacant parcel (PID 3603021330013). The proposed facility expansion includes a 9,000 SF  
 9 footprint expansion and is designed with approximately 3,150 SF of mezzanine space. The total  
 10 square footage of the expansion area is 12,150 SF which will be used for office, manufacturing, and  
 11 warehousing space. To support the facility addition some site improvements including additional on-  
 12 site parking, drive aisle improvements and septic system expansion are proposed. There are no  
 13 significant changes proposed to APC’s operations such as hours of operation, business activities, etc.,  
 14 and therefore there are no changes to the existing CUP regarding business use. While the business  
 15 operations will remain the same the substantial business growth over the last five years has  
 16 necessitated this request to expand the facility.

17  
 18 City Planner Swanson stated according to the approved Amended CUP, the proposed changes to the  
 19 operation and the facility requires an amendment to the permit. The City Code addresses  
 20 amendments to existing CUPs in Section 32-152 that states, “An amended conditional use permit  
 21 application may be administered in a manner similar to that required for a new conditional use  
 22 permit...” As such, the application to amend the CUP is processed accordingly, and the requested  
 23 amendment is to consider only those portions of the operations and/or facility that are proposed to  
 24 change. The City Code states the following for consideration when reviewing a Conditional Use  
 25 Permit (32-141):

- 26  
 27 “(d) In determining whether or not a conditional use may be allowed, the City will consider the  
 28 nature of the nearby lands or buildings, the effect upon traffic into and from the premises and on  
 29 adjoining roads, and all other relevant factors as the City shall deem reasonable prerequisite of  
 30 consideration in determining the effect of the use on the general welfare, public health and safety.”  
 31 (e) If a use is deemed suitable, reasonable conditions may be applied to issuance of a conditional use  
 32 permit, and a periodic review of said permit may be required.”  
 33

34 The site is located on 60<sup>th</sup> Street North which is the highway frontage (service) road to Highway 36.  
 35 There are two parcels that are subject of the proposed application, PID 3603021330005 is  
 36 approximately 2.68 acres and is the current location of the APC facility and all site improvements.  
 37 PID 3603021330013 is contiguous to the subject property and is approximately 1.5 acres. The  
 38 following summary of each site is provided:

39  
 40 11222 60<sup>th</sup> Street North (PID 3603021330005)

41 The existing APC building and all site improvements are located on the parcel. The existing building  
 42 contains approximately 24,000 square feet and is accessed from a shared driveway on the western

1 edge of the site. The site and building are oriented north-south, with the main entrance and existing  
 2 parking area located on the eastern façade of the building. There are 30 existing parking stalls on site  
 3 including 2 handicap accessible stalls. The current parking lot area is split by a truck loading dock  
 4 area. There are additional site improvements including sidewalks which connect the parking areas to  
 5 the facility’s entrances as well as landscaping at entrances and within medians. Based on GIS and  
 6 NWI records there are no existing wetlands on site.

7  
 8 Unaddressed (PID 3603021330013)

9 The subject parcel is approximately 1.5 acres and is currently vacant. Per the existing CUP, the parcel  
 10 is considered collectively with the existing parcel located at 11222 60<sup>th</sup> Street North. The parcel’s  
 11 southerly boundary is contiguous to the northerly boundary of 11222 60<sup>th</sup> Street North. As currently  
 12 configured, there are no driveways or other access to the subject parcel. The site is sparsely vegetated  
 13 with some trees along the westerly and southerly border of the property. Based on GIS and NWI  
 14 records there are no existing wetlands on site.

15  
 16 The site is guided GB in the City’s adopted Comprehensive Plan. Land within the GB land use  
 17 designation is generally described as providing a general mix of commercial businesses. APC has  
 18 operated on the subject site for several years and is one of the City’s long-term existing businesses.  
 19 This land use designation was created to allow for the continued use of the smaller parcels along the  
 20 60<sup>th</sup> Street N frontage road and Highway 36 corridor for business uses in the City.

21  
 22 For purposes of the following dimensional review both the southerly parcel (PID 3603021330005)  
 23 and the northerly parcel (PID 3603021330013) are considered collectively. This is consistent with  
 24 condition G of the existing CUP that requires both parcels to be considered collectively with respect  
 25 to APC’s operations, facilities and any site improvements.

26  
 27 The following site and zoning requirements in the GB district apply to the subject application:  
 28

Dimension	Standard
Lot Size	2.5
Lot Width (frontage on public street)	300’
Lot Depth	150’
Front Yard Setback	65’
Side Yard Setback	20’ interior, 65’ from street
Rear Yard Setback	30’
Height of Structure	35’
Driveway Setback	5’
Floor Area Ratio	40%
Parking Surfaces or Structures of any type	80%

29

<b>Lot Area, Frontage, Lot Depth</b>	There are two parcels associated with the subject application, the southerly parcel is approximately 2.68 acres and the northerly parcel is 1.5 acres. Collectively the total site area is approximately 4.18 acres. <b><i>Parcels zoned and guided GB require a minimum of 2.5 acres and the</i></b>
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	<p><i>combined lot acreage meets the minimum lot size requirements.</i></p> <p>The southerly parcel abuts the 60<sup>th</sup> Street N right-of-way and serves as primary frontage for both parcels. The parcel has approximately 240-feet of frontage/lot width and does not meet the minimum lot frontage requirements. The existing configuration predates the City’s ordinance and is therefore considered a legal nonconforming lot with respect to lot frontage. The northerly parcel does not have frontage on a public street and is considered collectively with the southerly parcel. <b><i>As configured the southerly and northerly parcel are considered legal nonconforming lots regarding frontage on a public road.</i></b> Additionally, APC owns the adjacent westerly parcel and facility and both 11170 and 11222 60<sup>th</sup> Street N share an access driveway from the right-of-way. It is unclear whether the access driveway includes a permanent access easement, but such area is approximately 33-feet wide which is consistent with historical cartway widths and is assumed to be a permanent access for the APC properties. <b><i>While the property at 11170 is not included in this application, it should be noted that when considered collectively with the subject property that a “campus” of the buildings is created and the total frontage of the campus is approximately 444-feet which exceeds the minimum lot frontage requirements.</i></b></p> <p>The southerly parcel is approximately 483’ long oriented north-south, and the northerly parcel approximately 271’ long. <b><i>Both parcels are considered collectively and include approximately 754’ of lot depth which exceeds the minimum lot depth requirements.</i></b></p>
<p><b>Floor Area and Parking Coverage</b></p>	<p>Per Section 32-1 Definitions, the Floor area ratio of commercial or business buildings is calculated by determining the sum or the gross area of all floors of a building and dividing by the net area of the lot or parcel of land. For purposes of the calculation the total parcel area was used. There is approximately 24,000 square feet of existing building area, and 12,150 square feet of expanded building area for a total of 36,150 square feet. Therefore, the FAR calculation is as follows:</p> <p>36,150 SF gross building area/ 182,081 SF of land area = 19.9% FAR.</p> <p><b><i>In the GB zoning district, a maximum of 40% FAR is permitted. As proposed, the total FAR is 19.9% and is within the allowed FAR.</i></b></p> <p>As stated in Section 32-246 the maximum parking surface or structure of any type permitted within the GB zoning district is 80%. As identified on sheet AS101 of the Applicant’s submittal there is approximately 35,063 square feet of parking area on site. The calculation is as follows:</p> <p>35,063 square feet of parking area/182,081 SF of land area =19.3%</p> <p><b><i>As proposed, there is 19.3% of the site dedicated to parking area which is within the permitted parking area percentage.</i></b></p>
<p><b>Setbacks</b></p>	<p>The existing building is located on the southern half of the subject</p>

	<p>property setback approximately 66-feet from the right-of-way of 60<sup>th</sup> Street north (front), 30-feet from the easterly property line (side), 110' from the west property line (side) and 420' from the northerly property line of PID 3603021330013. The proposed addition will be constructed on the north façade of the existing building and extends approximately 90' north. As proposed, the addition will maintain the east, west and south yard setbacks and will be setback approximately 330' from the northerly property line. <i>The existing building configuration and the addition meets the City's ordinance requirements.</i></p>
<p><b>Architectural/Building Plans</b></p>	<p>The Applicant's architectural plans for the addition are shown on Sheets A-101 through A-201. As shown on the plans, the addition will be constructed and attached to the existing north façade of the structure. The existing building architecture is a simple flat paneled concrete building with minimal articulation. The proposed addition will be consistent and compatible with the character and design of the existing building. <i>As proposed, the architectural design meets the intent of the ordinance and the existing CUP condition K which requires expansions to be of similar materials and colors.</i></p> <p><u>Height</u></p> <p>The height of the proposed expansion is approximately 28-feet, which is approximately 5-feet taller than the existing building portion when calculated at grade. The proposed increase in height is associated with a mezzanine floor that will be dedicated to office and support staff functions, while the main floor will remain dedicated to manufacturing and warehousing operations. <i>As proposed, the height of the expansion meets the City's ordinance requirement for height which permits a maximum height of 35' for all structures.</i></p>
<p><b>Driveway/Circulation:</b></p>	<p>Sheet AS101 of the Applicant's submitted materials identifies the proposed driveway and circulation improvements. There is an existing shared driveway that provides access to the current operations at 11222 and at 11170 60<sup>th</sup> Street N. The existing driveway is located on a 33-foot wide strip of land which is consistent with a standard historical cartway width, and no changes are proposed as part of this application. It should be noted that this strip of land is owned by the property located at 6185 Lake Elmo Ave N., and it is assumed that there is a shared access easement. An additional 32 parking stalls are required to support the 12,150 square foot addition, and the new parking area is located north of the proposed addition. To access the new parking area the existing driveway must be extended approximately 95-feet to provide access. As shown on sheet AS101, the proposed parking lot and expanded driveway will be constructed with bituminous surface. <i>The City Engineer is reviewing the proposed configuration and staff will provide an update at the Planning Commission regarding his comments and recommendations, if any.</i></p>

<p><b>Parking:</b></p>	<p>There is an existing parking lot onsite that serves the existing building and its operation. There are 30 spaces in the lot which is located to the west of the existing building, and all parking spaces are proposed to remain onsite. To support the facility expansion an addition 32 parking spaces are required. Section 32-374 of the ordinance addresses required spaces. The parking ratios are as follows:</p> <ul style="list-style-type: none"> <li>• Office/Support staff: 1 space per 200 SF</li> <li>• Warehousing/Manufacturing: 1 space per 2000 SF</li> </ul> <p>Sheet AS101 of the Applicant’s submittal provides a summary of the required parking stalls and identifies 32 additional stalls to support the expansion. <i>The site plan identifies 30 standard stalls and 2 ADA accessible stalls. As designed, the number of stalls meets the City’s requirements.</i></p> <p>Section 32-372 (c) of the City Code addresses parking space dimensions and requires all standard spaces to be a minimum of 10 feet by 20 feet and all handicap accessible spaces must be dimensioned at 12 feet by 20 feet. The standards were applied to the expanded parking area which identifies an addition 32 parking spaces with two ADA accessible stalls. All standard parking spaces meet the minimum parking stall requirements. The ADA stalls are dimensioned at 10’6” but are designed with a 6’ space between the stalls. While such stalls do not meet the 12-foot width, the 6’ spacing provides adequate width for the stalls. As designed, the spaces will provide more area than required per the City’s ordinance. <i>The expanded parking area design meets the City’s ordinance and requirements.</i></p>
<p><b>Lighting</b></p>	<p>The Applicant did not submit a lighting plan as part of their application. Staff assumes that some lighting will be necessary and provided in the expansion area and may include wall lights (potentially) and lighting in the parking lot. Section 32-321 of the City’s ordinance addresses lighting and requires all lighting to be downcast and/or hooded. All parking lot fixtures may not exceed 25-feet tall. Since the expansion area is surrounded by vacant land and/or other general business uses staff is comfortable that any lighting plan will meet the City’s ordinance requirements for footcandles at property lines, however, if needed staff may request a photometric plan to verify that the lighting plan meets the City’s ordinance requirements. <i>Staff recommends including a condition that all exterior lighting must meet the City’s ordinance regarding fixture style and footcandles at property line and at the right-of-way. Staff would recommend including a condition that a lighting plan be submitted for review and approval by the City staff prior to the commencement of site work.</i></p>
<p><b>Noise</b></p>	<p>As stated in the Applicant’s narrative there is little to no noise generated as a result of APC’s operations. It should be noted that staff is unaware of any complaints regarding noise since APC began operations and</p>

	<p>would agree that noise is not a major concern of the operations. <i>Staff would note that all operations must comply with the MPCA noise regulations for general business users which is consistent with the City's ordinances and regulations.</i></p>
<p><b>Landscape Plan</b></p>	<p>The Landscape Plan is shown on sheet L-101 of the Applicant's plan set. The landscape plan shows attention to buffering along the northerly property line of PID 3603021330013. The proposed planting includes 11 8-foot Scotch Pines, 2- Red Oaks, 2- River Birch, and 2 Autumn Blaze Maple. As proposed staff believes that the proposed northerly buffer planting plan is adequate and meets the City's ordinance requirements of buffering between General Business properties and adjacent rural residential uses. In addition to the buffer planting plan, the Landscape Plan identifies landscaping in the medians and around sidewalks near the addition. The existing landscaping around and near the existing improvements will remain as part of the project. Additionally, the remaining vacant areas of the site will be seeded and planted, including revegetation of the new mound for the septic system located on PID 3603021330013.</p> <p>As proposed, the Landscape Plan as depicted on L-101 meets the requirements of the City's ordinances. <i>Staff would recommend including a condition that the landscaping plan shall be installed within 6-months of completion of the addition. Staff also recommends including a 2-year landscape guarantee be provided for the buffer plantings along the northerly property line.</i></p>
<p><b>Hours of Operations and Employees</b></p>	<p>No changes to the hours of operation are proposed as a result of the expansion. The current facility currently operates Monday through Friday from 6:45 AM to 5:00 PM. The additional space will allow for additional staff onsite. Including the expansion area, APC's initial staff projections at the facility is a total of 34 employees. A breakdown of the staff includes 24 employees dedicated to manufacturing/warehouse 10 office/lab employees. To support the expansion and additional staff the applicant is seeking a permit from Washington County for a new septic system that can handle an additional 300 gallons/day of effluent. With the new septic system, the applicant is predicting they will have approximately 50% headcount growth (50 persons) over the next 10 years. <i>No changes to the hours of operation are proposed, and therefore the existing conditions of the CUP remain unchanged. Staff recommends including a condition that a septic permit must be obtained from Washington County prior to any site work or grading activity commences.</i></p>
<p><b>Utilities, Septic System &amp; Industrial Effluent</b></p>	<p>The Applicant indicates in their submittal that the adjacent "A-2" property will be used for the expanded septic system and drainfield area. Sheets AS101 and L101 identify the relocated mound system area north of the expanded parking lot. While the narrative, as well as existing</p>

CUP, identify this property as A-2, the adopted Comprehensive Plan identifies the subject parcel (PID 3603021330013) as zoned and guided GB. Condition E of the CUP dated 06/01/00 states that the subject property is A-2 and may be used for future expansion of the APC operations and may including septic improvements, and/or parking, outdoor storage or any other building or structure.

As proposed, the location of the relocated septic system meets the conditions of the governing CUP from 2000. Further, staff believes that this site was subsequently reguided GB consistent with the needs of APC in the 2010 Comprehensive Plan. ***Staff recommends including a condition that the proper permits must be obtained from Washington County for the expansion and relocation of the septic system.*** It should be noted that the proposed mound system is near the on-site stormwater retention pond based on the plan set. Since the borings and specific site location of the mound system are not identified (only general area) ***staff recommends including a condition that the City Engineer must review a final site plan identifying the location of both the pond and the drainfield to ensure proper functioning of both systems on site.***

In addition to the wastewater generated from the facility, due to the type of work APC performs industrial effluent is collected. As stated within the Applicant’s narrative all industrial effluent is collected within the plant and transported to St. Paul for proper disposal, which APC must perform consistent with the permit issued by Metropolitan Council. ***Staff would recommend including a condition in the amended permit that all industrial effluent must be disposed of consistent with the permit, and that any amendments or adjustments to the permit due to the expansion of the facility shall be obtained and maintained by the Applicant.***

1  
2 The City Engineer is reviewing the subject application and his memo will be provided in advance of  
3 the meeting. ***Staff recommends including a condition that the Applicant must address all***  
4 ***recommendations and comments contained within the City’s Engineer’s memo prior to the***  
5 ***commencement of site work.***  
6

7 City Planner Swasonson noted as stated in the Applicant’s narrative, they have contacted the Valley  
8 Branch Watershed District and have begun their permitting process. Staff recommends including a  
9 condition that the Applicant shall be responsible for obtaining all necessary permits from the VBWD  
10 prior to commencing work on site. As noted, the Applicant is working with Washington County to  
11 obtain the necessary septic system permits to allow for the enlargement and relocation of the  
12 drainfield and septic system to accommodate the expansion.  
13

14 A condition of approval relating to screening and maintaining the landscape buffer along the northern  
15 edge was added to the draft Conditional Use Permit.  
16

17 **Council Member Carr moved to adopt Resolution No. 2020-42, as amended. Council Member**  
18 **Schafer seconded the motion. Motion carried unanimously by a roll call vote.**  
19

1 **Consideration of Resolution No. 2020-43, Request for Re-Guide Property from A2 to GB, 11298**  
 2 **60<sup>th</sup> Street North** – City Planner Swanson advised the Applicant, American Polywater Corporation  
 3 (APC), in coordination with the Owner, Stillwater West, LLC, is requesting a Comprehensive Plan  
 4 Amendment to re-guide approximately 5.3 acres from Agricultural Small Scale (A2) to General  
 5 Business (GB). The subject property is located at 11298 60<sup>th</sup> Street North and on the south is  
 6 bordered by 60<sup>th</sup> Street North which is the frontage road to Highway 36.

7  
 8 In March and April 2020 the City of Grant considered a similar application for the subject property  
 9 from a different applicant. The application heard earlier in 2020 requested that the subject property be  
 10 re-guided to GB and contemplated the potential use of the property for a mini-storage use. After  
 11 deliberations both the Planning Commission and City Council denied the applicant’s request to re-  
 12 guide the property and adopted Resolution 2020-21.

13  
 14 APC acknowledges in its submittal materials that the City recently considered a similar application  
 15 but states that their request is substantively different than that considered earlier this year. APC is the  
 16 owner of the adjacent properties to the west of the subject property at 11222 and 11170 60<sup>th</sup> Street N.,  
 17 and their stated purpose for re-guiding the subject property is to allow for the future expansion of  
 18 their business operations.

19  
 20 While a similar application to re-guide was denied in April of this year, there are no restrictions  
 21 regarding timing between the denial and the consideration of a new application.

22  
 23 A duly noticed public hearing was held on September 22, 2020. No members of the public provided  
 24 public testimony. After discussion, the Planning Commission unanimously recommended denial of  
 25 the request to re-guide the subject property.

26  
 27 **Project Summary**

Applicant:	American Polywater Corporation
Owner:	Stillwater West, LLC
PID:	3603021340002
Total Acres:	5.3
Address:	11298 60 <sup>th</sup> Street North
Zoning & Land Use:	A2
Request:	Comprehensive Plan Amendment to re-guide subject property from A2 to GB

28  
 29 APC is requesting a Comprehensive Plan Amendment (CPA) to re-guide the subject property from  
 30 A2 to GB to allow for the potential to expand their business in the future. APC states the purpose of  
 31 the reguiding is for their business operations, however, there are no specific plans for the subject  
 32 property currently. It should be noted that the proposed GB land use designation would allow the  
 33 property to be used for a variety of principal business uses that would not be permitted in the current  
 34 A2 land use designation. n and there is no guarantee that a different business use could be developed  
 35 on the site than APC expansion if the re-guiding is approved  
 36



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

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

9  
10 City Planner Swansons stated the existing parcel is approximately 5.3 acres and is currently vacant.  
11 The subject parcel was subdivided from the adjacent larger 74.92 acre parcel that surrounds the  
12 subject property on the north and east. The timing of the subdivision is unknown, and currently both  
13 parcels are owned by different parties. The site is bordered by 60<sup>th</sup> Street on the southern property  
14 line, the APC properties and business operations to the west, vacant/agricultural land to the north and  
15 east. The property is accessed from an existing gravel driveway located approximately 200-feet from  
16 the westerly property line, and 215-feet from the easterly property line.

17  
18 As shown on the materials submitted by APC (Attachment B), the property is heavily vegetated on  
19 the northern and eastern portions of the property with a small clearing on southwestern quarter of the  
20 property. There appears to be a wetland/ponding area along the eastern half of the road frontage  
21 (likely stormwater runoff from the roadways), and no other significant wetland areas appear per the  
22 National Wetland Inventory (NWI). A wetland delineation has not been completed for the subject  
23 property.

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

35  
36 APC states in their narrative that the purpose for re-guiding the property is to allow for the potential  
37 future expansion of their business uses on the adjacent westerly properties. The subject parcel is  
38 contiguous to their property at 11222 and the subject parcel would allow for long-term expansion  
39 possibilities. A summary of APC's reasons for the request are provided and staff's response is  
40 provided in *italics*:

- 41  
42
- 43 • The parcel is adjacent to the current APC business operations. APC has been operational since  
44 the 1980's and they have long-term plans to remain in the City as long as possible.

45 ***Staff Response:*** *Staff agrees with APC's assessment that the subject parcel would provide opportunities for future business expansion. APC has been a long-term commercial user in*

1 the City, and we have had few-to-no objections, complaints, or concerns regarding their  
 2 operations. Concurrently to this application, APC has requested an amendment to the existing  
 3 CUP for their operations at 11222 60<sup>th</sup> Street to allow for the expansion of their facility and  
 4 operations. This is an indicator that APC is committed to remaining in the community and  
 5 suggests that there may be future expansions contemplated. However, the challenge from  
 6 staff's perspective, is that there are no immediate plans for the subject property and there is  
 7 no way to condition the re-guiding to only permit APC to expand their current operations  
 8 onto the subject parcel. As a result, the Planning Commission and City Council must  
 9 consider that re-guiding the property would allow for a variety of uses as identified within the  
 10 City's Table of Uses 32-243.

- 11
- 12 • If re-guiding is approved, APC is willing to protect existing vegetation along the northerly and  
 13 easterly borders to buffer any future business use from adjacent agricultural and rural  
 14 residential uses.

15 **Staff Response:** While staff acknowledges APC's offer to maintain the buffer, the proposed  
 16 re-guiding does not address a specific project or site development plan. The re-guiding will  
 17 affect the parcel in its entirety and cannot include conditions regarding specific site  
 18 development standards – essentially, they are two separate issues, and the site development  
 19 including conditions would be reviewed during a CUP review process or similar.

- 20
- 21 • APC acknowledges future Highway 36 expansion plans and will reasonably accommodate  
 22 needed right-of-way at such time expansion of the highway in this area is initiated.

23 **Staff Response:** Similar to the buffer area, the Highway 36 expansion plans and right-of-way  
 24 is a future development condition. However, it is somewhat different in that MnDOT has  
 25 issued preliminary design plans that clearly show right-of-way needs on the subject parcel.  
 26 Staff concurs that if this parcel is needed for right-of-way that access to the existing APC  
 27 operations, as well as a future expansion, will be an essential consideration of the Highway  
 28 36 expansion. As a result, staff agrees that ensuring access to the City's existing businesses is  
 29 critical and that if APC owns the subject parcel it is easier to coordinate and work with  
 30 MnDOT on the final right-of-way needs in this area.

- 31
- 32 • Re-guiding the property to GB will increase the tax capacity of the property.

33 **Staff Response:** The existing site is vacant and does not generate significant taxes for the  
 34 City. The proposed re-guiding of the subject property to GB does not guarantee a specific  
 35 commercial/business use or timeline for development, and therefore it will likely remain taxed  
 36 in a similar capacity as it is today until developed. Staff agrees that the taxes generated from  
 37 the existing APC operations far exceed the current taxes collected on the subject property,  
 38 however, the act of re-guiding the property is not likely to change the taxes collected in the  
 39 short term as no development is proposed. Staff agrees with APC that from a market  
 40 perspective the site is well suited to potential future APC expansion, however, it is unclear if  
 41 there is a planned timeline for such expansion.

42

43 City Planner Swanson noted that since the City's ordinances do not specifically identify a criterion  
 44 from which to review a Comprehensive Plan Amendment staff provides the following additional  
 45 background:

- 1 • Re-guiding does NOT approve a specific project. Any council member, planning  
2 commissioner, property owner or person with real estate interest in the City may request an  
3 amendment to the City's Comprehensive Plan. Such amendment can be either a map  
4 amendment or an amendment to language within the Plan. If the City agrees that the land use  
5 designation of the subject property should be changed and re-guided, it only approves that  
6 action (the map amendment, for example) it does not approve or deny a specific development  
7 project.  
8
- 9 • The decision to re-guide is legislative which allows the City Council more discretion to  
10 approve or deny the request. An application to amend the comprehensive plan is legislative  
11 because it establishes policies for future decision-making. Since the decision to re-guide a  
12 property is policy oriented, the Planning Commission and City Council have more discretion  
13 to determine if a map change is warranted and consistent with your goals. If the Planning  
14 Commission and City Council determine that the adopted land use plan is representative of  
15 your policies and you determine no map change is warranted, that is acceptable, and you may  
16 deny the request. However, if you determine a map change is warranted then all future  
17 decisions regarding the specific development of the site must be consistent with the GB land  
18 use designation. Approving the map change will subsequently require you to rezone the  
19 property to GB to be consistent with the land use designation (rezoning will occur at time of  
20 application for a specific development).  
21
- 22 • Use the "vision" for the Highway 36 Corridor in your analysis. Similar to your consideration  
23 of the application earlier this year, staff suggests considering the merits of expanding the  
24 City's GB land use designation to this site and evaluating whether the types of uses contained  
25 within the GB zoning district would be consistent with your vision for this area of the City.  
26 While APC is the applicant, it is important to consider all types of business uses that could  
27 occur onsite based on the City's Table of Uses since there is no guarantee that the property  
28 will be used for future APC operations and expansion.  
29

30 All Comprehensive Plan Amendments require review and approval by the Metropolitan Council.  
31 Because the City's 2040 Comprehensive Plan update is in draft form and under review with the  
32 Metropolitan Council, this amendment could be incorporated as part of the update process. Since no  
33 specific development plans would be approved as part of this action no other agency review is  
34 required at this time.  
35

36 **Council Member Rog moved to adopt Resolution No. 2020-43, as presented. Council Member**  
37 **Schafer seconded the motion. Motion carried unanimously by a roll call vote.**  
38

39 **Consideration of Resolution No. 2020-44, Request for Minor Subdivision at XXX 110<sup>th</sup> Street**  
40 **North** – City Planner Swanson advised the Applicant, Joseph Ingebrand Real Estate, LLC., is  
41 requesting approval of a lot line rearrangement (minor subdivision) of the property generally located  
42 northwest of the 110<sup>th</sup> Street North and Kelvin Avenue North intersection. This property was the

1 subject of an application for minor subdivision in January/February earlier this year and the lots as  
 2 currently configured were approved at that time. The Applicant is now proposing to  
 3 rearrange/reconfigure the lot lines adjusting the size of both parcels slightly resulting in Parcel (5.85  
 4 Acres) and Parcel B (14.39 acres).

5  
 6 Since the proposed minor subdivision is a lot line configuration only, and no new lots (density) are  
 7 created as a result of the rearrangement, the Application can be heard directly by the City Council. A  
 8 duly noticed public hearing was published for the regular City Council meeting on October 6, 2020 at  
 9 7:00 PM. Letters were sent to individual property owners located within ¼-mile (1,320 feet) of the  
 10 proposed subdivision.

11  
 12  
 13 **Project Summary**

Applicant	Joseph Ingebrand Real Estate, LLC.
PIDs:	0203021330004
Total Acres:	20.24
Address:	XXX 110 <sup>th</sup> Street N
Zoning & Land Use:	A1
Request:	Lot Line Rearrangement resulting in Parcel A (5.85 Acres) and Parcel B (14.39 Acres)

14  
 15 The Applicant is requesting approval of a lot line rearrangement to transfer approximately 4.4 acres  
 16 from Parcel A to Parcel B. No new lots are created as a part of the proposed lot line rearrangement.  
 17 Both parcels are vacant and there are no improvements on either lot with the exception of a farm road  
 18 that provides access to the current parcel(s).

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

- 23 Secs. 32-246
- 24 Secs. 12-261

25  
 26 City Planner Swasons advised in February of this year a minor subdivision of the subject property  
 27 was approved and two lots of approximately equal size were approved. Both parcels were oriented  
 28 north-south and were anticipated to have access from 110<sup>th</sup> Street N. Since the time of the approval  
 29 no improvements have been made, and the lot split is not reflected on Washington County’s online  
 30 GIS.

31  
 32 The subject parcels are bordered by 110<sup>th</sup> Street North on the southerly property line. The applicant  
 33 submitted a wetland delineation, dated December 7<sup>th</sup>, 2019. Because of the date of the delineation, the  
 34 delineation was not formally reviewed during the February application because it was outside of the  
 35 growing season, and the approved subdivision was conditioned on the completion of the delineation.  
 36 Per the submitted wetland delineation and survey, there are 10 wetlands on the existing parcel(s)  
 37 which are generally clustered near the center of the site. The site has rolling topography and is

1 heavily vegetated except for a small clearing on the northwestern corner of the property. Based on  
 2 correspondence with the Browns Creek Watershed District the site contains significant environmental  
 3 and natural features particularly around the wetland complex.

4  
 5 The adopted Comprehensive Plan sets a maximum density of 1 unit per 10 acres in the A1 land use  
 6 designation. Two lots were approved as part of the February minor subdivision, and no new lots will  
 7 be created as a result of the lot line rearrangement. There is a total 20.24-acres, and Parcel A will be  
 8 5.85 acres and Parcel B will be 14.39 acres which results in a density of 1 lot per 10.12 acres. The lot  
 9 line rearrangement as proposed meets the density requirements as established in the comprehensive  
 10 plan. Further, the intent of the A1 land use designation is to promote rural lot density housing, and the  
 11 proposed subdivision is consistent with that objective.

12  
 13 Dimensional Standards

14 The following site and zoning requirements in the A1 district are defined as the following for lot  
 15 standards and structural setbacks:

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

17  
 18 The proposed lot line rearrangement is depicted on Attachment B: Lot Line Adjustment. As shown  
 19 the proposed rearrangement will transfer approximately 4.38 acres from Parcel A to Parcel B. The  
 20 following summary of each created parcel is identified on the table below (existing lot sizes as  
 21 depicted on February 2020 minor subdivision are provided for reference):

22 **Lot Tabulation:**

Parcel	Existing Size (February 20200)	Proposed Size	Frontage/Lot Width	Lot Depth
Parcel A	10.23 Acres	5.85	510.03'	500.08'
Parcel B	10.01 Acres	14.39	330.02'	1,322.19'

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

26  
 27 As shown on the attached survey, Proposed Parcel A is vacant and includes a potential building site.  
 28 The potential building site is subject to the city's setback requirements. The proposed building pad is  
 29 setback approximately 102.5' from the west property line (side), 180' from the north property line  
 30 (rear), 327' from the east property line (side), and 236.3' from the south property line (front). The  
 31 building pad is setback approximately 50' from a wetland to the north and is setback 50' from the

1 septic area. As denoted in the attached survey, *the proposed building site meets the City's setback*  
 2 *requirements, but the building edge must be setback an additional 10-feet per the City Ordinances.*  
 3 *The wetland delineation must be completed to establish the edge of the wetland and setbacks must*  
 4 *be adjusted accordingly (if needed). Additionally, it should be noted that Browns Creek Watershed*  
 5 *District (BCWD) may have additional setback standards, and the Applicant shall be responsible for*  
 6 *working with the watershed district on siting of the structure. Staff recommends including a*  
 7 *condition that evidence of BCWD approval of the location be provided to the City prior to issuing a*  
 8 *building permit for any new structure.*

9  
 10 As shown on the attached survey, Proposed Parcel B is vacant and includes a potential building site.  
 11 The potential building site is subject to the city's setback requirements. The proposed building pad is  
 12 50' from the west, 720' from the north, 176' from the east, and 514.2' from the southerly border of  
 13 the parcel. As denoted in the attached survey, *the proposed building site meets the City's setback*  
 14 *requirements. Similar to Parcel A, since the wetland delineation has not been formally adopted if*  
 15 *the edge shifts south then the building pad must be moved to ensure compliance with the City's*  
 16 *setback requirements. The wetland delineation must be completed to establish the edge of the*  
 17 *wetland and setbacks must be adjusted accordingly (if needed). Additionally, it should be noted that*  
 18 *Browns Creek Watershed District (BCWD) may have additional setback standards, and the*  
 19 *Applicant shall be responsible for working with the watershed district on siting of the structure.*  
 20 *Staff recommends including a condition that evidence of BCWD approval of the location be*  
 21 *provided to the City prior to issuing a building permit for any new structure.*

22  
 23 The following buffer widths shall be maintained:  
 24

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

25  
 26 As shown in the submitted survey, there are three wetlands on Parcel A and three wetlands on Parcel  
 27 B that are near the proposed building pad locations. Given the proximity of the wetlands to the  
 28 building areas it is essential for the wetland delineation to be completed to ensure building pad  
 29 locations meet the setback requirements. Further, the BCWD has indicated that their buffer  
 30 requirements must be followed which are more stringent than those identified in the above table. *As a*  
 31 *result, staff recommends including a condition that the Applicant must work with the BCWD and*  
 32 *obtain approval for all improvements on site associated with the proposed lot line rearrangement.*  
 33 *This includes, but is not limited to, construction of new principal structures, accessory structures,*  
 34 *and access/driveways.*

35  
 36 There are no driveways identified on the proposed lot line rearrangement exhibit. Staff understands  
 37 that there is an existing field road that may need to be used for access to one, or both properties, due  
 38 to the wetland buffers and setback requirements of BCWD. If a shared access is needed, the

1 Applicant shall work with staff to establish appropriate access for both parcels. *Staff recommends*  
2 *including a condition that if shared access is needed to meet the BCWD requirements, that the*  
3 *Applicant shall work with the City Staff on a shared access easement/agreement acceptable to the*  
4 *City Attorney prior to recording of the deeds.*

#### 6 **Septic System – Soil Borings**

7 To demonstrate the buildability of Parcel A and B, the Applicant submitted septic/soil borings which  
8 were submitted to Washington County for their preliminary review. Based on the preliminary results  
9 it appears that there is adequate area on both parcels to install a septic system to support new homes,  
10 if and when, proposed. *Staff would recommend including a condition of approval that a septic*  
11 *permit must be acquired from Washington County prior to the city issuing a building permit for the*  
12 *principal structures on Parcel A or B. Additionally, staff would recommend including a condition*  
13 *regarding protection of the septic area on each Parcel during construction.*

14  
15 There are no existing wells on the subject property. At the time of development, a well will be  
16 installed to support each home. *Staff would recommend including a condition that when a new*  
17 *home is proposed on Parcel A or B that the appropriate permits to install a well be obtained prior*  
18 *to the city issuing a building permit.*

19  
20 City Planner Swanson advise the subject parcel is located in the Brown's Creek Watershed District  
21 (BCWD). The Applicant shall be required to contact the BCWD and obtain any required permits.  
22 Since the two lots are vacant, the Applicant must obtain a septic permit from Washington County  
23 Environmental Services prior to obtaining a building permit for Parcel A or B.

24  
25 **Council Member Schafer moved to open the public hearing at 7:54 p.m. Council Member**  
26 **Giefer seconded the motion. Motion carried unanimously by a roll call vote.**

27  
28 **Council Member Giefer moved to close the public hearing at 7:56 p.m. Council Member**  
29 **Schafer seconded the motion. Motion carried unanimously by a roll call vote.**

30  
31 **Council Member Giefer moved to adopt Resolution No. 2020-44, as presented. Council**  
32 **Member Schafer seconded the motion. Motion carried unanimously by a roll call vote.**

33  
34 **Consideration of Resolution No. 2020-38, Conditional Use Permit for Two Silo Farmhouse**  
35 **Resort, 7040 117<sup>th</sup> Street North** – City Planner Swanson the subject application was considered at  
36 the August 4, 2020 and September 1, 2020 City Council meetings. The first presentation at the  
37 August 4<sup>th</sup> meeting summarized the full application and provided a draft list of conditions for  
38 consideration by the City Council. After presentation and discussion, the City Council provided  
39 direction to staff to prepare a Resolution of approval for the subject Conditional Use Permit (“CUP”),  
40 and directed staff to prepare a draft CUP for consideration at the regular September 1, 2020 City  
41 Council meeting. Supplemental information was also requested from the Applicant to assist in the  
42 review at the September meeting. At the September meeting the City Council concluded that  
43 additional information was needed from the Applicant, or the request would be denied. In response,  
44 the Applicant waived the 15.99 review period and provided supplemental information for  
45 consideration by the City Council at the regular October 6, 2020 meeting.

46

1 The following staff memo summarizes information submitted by the Applicant since the September  
2 meeting and provides a staff response (if needed). A resolution of approval with findings and draft  
3 Conditional Use Permit are provided as attachments to this Staff Report for your review and  
4 consideration. Please note that your August and September staff reports should be references for  
5 information regarding operations, etc., not covered within this memo.  
6

7 The following summary of the supplemental information, including staff's response, is provided for  
8 your review and consideration:  
9

- 10 • **Narrative Addendum #3 (Title: Addendum Grant Council Meeting October 2020):** The  
11 narrative provides a summary of the updated site plan, the timing of certain improvements  
12 including installation of the septic system, driveway expansion and parking lot areas.
  - 13 ○ **Updated Site Plan:** Site Plan has been updated to identify location of bathrooms,  
14 overflow parking, ADA parking stalls and future drainfield locations. The driveway  
15 has been expanded to meet the City Engineer's recommendation of 22-feet of traveled  
16 surface.
    - 17 ▪ **Staff Response:** The Site Plan has been updated to reflect the  
18 recommendations of the City Engineer.
  - 19 ○ **Parking Lot and ADA Parking:** The parking lot and ADA stalls are identified on the  
20 Site Plan. The Applicant proposed to construct the parking lot in either 2021 or 2022,  
21 based on when the Wine Tasting room opens. The Applicant proposes to use crushed  
22 rock, or a similar dustless surface, for construction of the parking lot and driveway.  
23 The Applicant will work with the City Engineer on the specification of the surface to  
24 ensure it complies with the City's ordinances and regulations.
  - 25 ○ **Landscape Buffer:** The Applicant has submitted a landscape plan (see attached) that  
26 identifies 3 10-foot spruce trees located east of the parking lot and overflow parking  
27 lot area. Existing vegetation is also noted on the Landscape Plan that demonstrates a  
28 mix of deciduous and conifers along the easterly property line.
    - 29 ▪ **Staff Response:** Staff believes that the proposed spruce trees are a step in the  
30 right direction but would recommend extending the row of spruce to run the  
31 length of the parking lot area. Depending on the specie of spruce, this would  
32 result in approximately 10-14 trees. Staff would recommend including a  
33 condition that the landscape plan be updated to show a row of spruce trees  
34 along the easterly edge of the parking area.
  - 35 ○ **Public Restrooms & Septic Drainfield:** SP Testing performed a site evaluation,  
36 including soil borings, to locate the mound system.
    - 37 ▪ **Staff Response:** The information provided is consistent with the type of  
38 information that is generally provided at this stage in the review process. As  
39 typical, staff recommends including a condition that a septic permit must be  
40 obtained from Washington County. Additionally, since a structure for the  
41 restrooms will be constructed, staff recommends including a condition that the  
42 architectural style of the restroom must be consistent with the architectural



1 character of the existing structures and such design shall be submitted for  
2 review and approval by the City Staff.

3  
4 As required in Section 32-146 Standards for issuing a Conditional Use Permit ("Permit"), "...the city  
5 council may grant a conditional use permit in any zoning district if the applicant has proven to a  
6 reasonable degree of certainty that:"

- 7  
8 • The proposed use is designated in section 32-245 as a conditional use for the appropriate  
9 zoning district.
- 10 ○ Finding: The proposed Two Silo Farmhouse Resort is a combination of uses which  
11 include agricultural, small-scale rural event facility, resort, and seasonal business. All  
12 uses contemplated and proposed as part of the operation are permitted or permitted  
13 with a conditional use permit in the A-1 zoning district.
- 14 • The proposed use conforms to the city's comprehensive plan.
- 15 ○ Finding: The subject property is guided A-1 and the City's comprehensive plan  
16 identifies Goal #3 regarding land use, "Preserve and protect agricultural land and  
17 facilities, agricultural lifestyles, and encourage hobby farms and commercial  
18 agricultural uses within the City." Per Minnesota State Statute, as well as the City's  
19 land use designations, a Farm Winery must be located on agricultural property and is a  
20 considered an agricultural and/or agritourism business. The proposed use is consistent  
21 with the City's adopted Comprehensive Plan.
- 22 • The proposed use will not be detrimental to or endanger the public health, safety or general  
23 welfare of the city, its residents, or the existing neighborhood.
- 24 ○ Finding: The proposed use will not be detrimental or endanger the public health, safety  
25 or general welfare of the residents or existing neighborhood provided the conditions of  
26 the Permit are met. Conditions contained in the Permit include mitigation for adequate  
27 ingress/egress, hours of operation, maximum occupancy levels and provisions to  
28 ensure that adequate utilities (sanitary) are on-site.
- 29 • The proposed use is compatible with the existing neighborhood.
- 30 ○ Finding: The proposed use is compatible with the existing neighborhood provided the  
31 conditions of the Permit are met. The site is greater than 20-acres, allows adequate  
32 area for buffering, and limited structural improvements are proposed. The  
33 neighborhood is comprised of large-acreage parcels with a mix of agricultural,  
34 agritourism, and rural residential use. The proposed use will maintain and preserve the  
35 existing farmhouse that has been restored and the existing accessory buildings as part  
36 of the operations. The vines (vineyard) is an agricultural use which is consistent with  
37 surrounding small hobby farms and agricultural activities. Site improvements such as  
38 parking areas must be properly buffered from adjacent neighbors and public right-of-  
39 way so that the property remains visually consistent with surrounding properties.
- 40 • The proposed use meets conditions or standards adopted by the city through resolutions or  
41 other ordinances.

- 1           ○ Finding: The proposed use is consistent with conditions and standards adopted by the  
2           city through its zoning ordinance, and other ordinances. Rural Event Facilities were  
3           added to the City's table of uses in 2014 to support agritourism types of uses, and the  
4           Farm Winery and its operations is consistent with the performance standards identified  
5           by the City.
- 6           ● The proposed use will not create additional requirements for facilities and services at public  
7           cost beyond the city's normal low-density residential and agricultural uses.
- 8           ○ Finding: The proposed use will not create additional requirements for facilities or  
9           services. The proposed operations shall be required to make all improvements on site  
10          to adequately serve the proposed use. Any required improvements to the County  
11          roadway shall be completed by the Applicant and at their cost to ensure adequate  
12          ingress/egress to the operations and to obtain an access permit from Washington  
13          County.
- 14          ● The proposed use will not involve uses, activities, processes, materials, equipment or  
15          conditions of operations that will be detrimental to people, property, or the general welfare  
16          because of production of traffic, noise, smoke, fumes, glare, odors, or any other nuisances.
- 17          ○ Finding: The proposed use is a permitted and conditionally permitted use per the  
18          City's table of uses. Proper conditions detailing mitigation of potential nuisances are  
19          provided for and addressed within the Permit conditions which address parking, noise,  
20          glare (lighting) and other operational considerations.
- 21          ● The proposed use will not result in destruction, loss or damage of natural, scenic or historic  
22          features of importance.
- 23          ○ Finding: There are no natural, scenic or historic features of importance on site that are  
24          proposed for removal, modification or disturbance.
- 25          ● The proposed use will not increase flood potential or create additional water runoff onto  
26          surrounding properties.
- 27          ○ Finding: The proposed operations will not increase flood potential or create additional  
28          water runoff onto surrounding properties. The Applicant shall be required to manage  
29          stormwater onsite consistent with the City and Rice Creek Watershed District rules  
30          and regulations.
- 31          ● These standards apply in addition to specific conditions as may be specified through the city's  
32          ordinances.
- 33          ○ Finding: Specific ordinances and performance standards were applied and evaluated  
34          regarding the proposed operations. Details regarding the analysis are documented  
35          within the agenda packet materials.

36  
37          Through Council discussion, a condition of approval was added to the draft CUP regarding  
38          screening with ten foot tall native species that must be maintained into perpetuity.  
39  
40

1 Council Member Giefer moved to adopt Resolution No. 2020-38, as amended. Council Member  
2 Carr seconded the motion. Motion carried with Council Member Rog voting nay by a roll call  
3 vote.

4

5 City Attorney, Dave Snyder (no action items)

6

7 **NEW BUSINESS**

8

9 **Consideration of Telecommunications Grant Fund Program** - Mayor Huber reviewed the grant  
10 program application outlining a cost share program available to residents installing high speed  
11 internet from the roadway to their homes. The cost share program will be funded from COVID  
12 funds.

13

14 Council Member Rog moved to approve the Telecommunication Grant Fund Program, as  
15 presented. Council Member Schafer seconded the motion. Motion carried unanimously by a  
16 roll call vote.

17

18 **UNFINISHED BUSINESS**

19

20 There was no unfinished business.

21

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

23

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

25

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

27

28 No items were placed on a future agenda.

29

30 **COMMUNITY CALENDAR OCTOBER 7 THROUGH OCTOBER 31, 2020:**

31

32 **Mahtomedi Public Schools Board Meeting, Thursday, October 8<sup>th</sup> and 22<sup>nd</sup>, Mahtomedi District**  
33 **Education Center, 7:00 p.m.**

34 **Stillwater Public Schools Board Meeting, Thursday, October 8<sup>th</sup>, Stillwater City Hall, 7:00 p.m.**

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

36

37 **ADJOURNMENT**

38

39 Council Member Giefer moved to adjourn the meeting at 8:54 p.m. Council Member Schafer  
40 seconded the motion. Motion carried unanimously.

41

42 These minutes were considered and approved at the regular Council Meeting November 2, 2020.

43

44

45

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4

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Kim Points, Administrator/Clerk

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Jeff Huber, Mayor

DRAFT

City of Grant

Disbursements Register

10/23/2020

Fund Name: 100 - General Fund

Date Range: 10/01/2020 To 10/23/2020

<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>
10/20/2020	Payroll Period Ending 10/20/2020	15005	Oct20	N	Clerk Salary	100-41101-100-	\$ 3,972.89
	<b>Total For Check</b>	<b>15005</b>					<b>\$ 3,972.89</b>
10/20/2020	Croix Valley Inspector	15006	Building Inspector	N	Building Inspection	100-42004-300-	\$ 2,251.63
	<b>Total For Check</b>	<b>15006</b>					<b>\$ 2,251.63</b>
10/20/2020	City of Willernie	15007	Jan-July20 Rent	N	Rental City Office	100-41316-210-	\$ 2,718.39
	<b>Total For Check</b>	<b>15007</b>					<b>\$ 2,718.39</b>
10/20/2020	Jolene Eckhardt	15008	CARES Reimbursement	N	COVID Funds CARES	100-41990-810-	\$ 4,000.00
	<b>Total For Check</b>	<b>15008</b>					<b>\$ 4,000.00</b>
10/20/2020	Press Publications	15009	Election - Sample Ballot Publishing	N	Election Expenses	100-41303-351-	\$ 75.46
	<b>Total For Check</b>	<b>15009</b>					<b>\$ 75.46</b>
10/20/2020	Eric and Kathy Saterbak	15010	CARES - Reimbursement	N	COVID Funds CARES	100-41990-810-	\$ 3,290.00
	<b>Total For Check</b>	<b>15010</b>					<b>\$ 3,290.00</b>
10/20/2020	AirFresh Industries	15011	PortaPot #41820	N	Town Hall Porta Pot	100-43007-210-	\$ 125.00
	<b>Total For Check</b>	<b>15011</b>					<b>\$ 125.00</b>
10/20/2020	Dell Technologies	15012	Scanner/Printer	N	COVID Funds CARES	100-41990-210-	\$ 4,683.35
	<b>Total For Check</b>	<b>15012</b>					<b>\$ 4,683.35</b>
10/20/2020	Taft Stettinius & Hollister	15013	2020 Bond Services	N	2019/2020 Road Project	100-43136-220-	\$ 4,500.00
	<b>Total For Check</b>	<b>15013</b>					<b>\$ 4,500.00</b>
10/20/2020	League of Minnesota Cities	15014	Property/Casualty Insurance	N	Insurance	100-41302-362-	\$ 9,150.00
	<b>Total For Check</b>	<b>15014</b>					<b>\$ 9,150.00</b>
10/20/2020	Asphalt Restoration Co., Inc	15015	Potholing Inv#1804	N	Pothole Repairs	100-43109-220-	\$ 8,076.00
	<b>Total For Check</b>	<b>15015</b>					<b>\$ 8,076.00</b>
10/20/2020	Todd Smith	15016	Monthly Assessment Services - October	N	Property Assessor	100-41208-300-	\$ 1,991.92
	<b>Total For Check</b>	<b>15016</b>					<b>\$ 1,991.92</b>
10/20/2020	CenturyLink	15017	City Phone	N	City Office Telephone	100-41309-321-	\$ 143.10

Fund Name: 100 - General Fund

Date Range: 10/01/2020 To 10/23/2020

Date	Vendor	Total For Check	Check #	Description	Void	Account Name	F-A-O-P	Total
			<b>15017</b>					<b>143.10</b>
10/20/2020	Zoom Video Communications		15018	Zoom Webinar Software	N	COVID Funds CARES	100-41990-210-	1,099.80
		<b>Total For Check</b>	<b>15018</b>					<b>1,099.80</b>
10/20/2020	Wells Fargo Business Card		15019	Computer Software	N	COVID Funds CARES	100-41990-210-	149.96
		<b>Total For Check</b>	<b>15019</b>					<b>149.96</b>
10/20/2020	Joseph Osburn		15020	CARES - Reimbursement	N	COVID Funds CARES	100-41990-810-	847.50
		<b>Total For Check</b>	<b>15020</b>					<b>847.50</b>
10/20/2020	Maroney's		15021	Mattress	N	Special Road Projects	100-43128-384-	38.00
		<b>Total For Check</b>	<b>15021</b>					<b>38.00</b>
10/20/2020	Waste Management		15022	Recycling -	N	Recycling	100-43011-384-	5,015.92
		<b>Total For Check</b>	<b>15022</b>					<b>5,015.92</b>
10/20/2020	Petty Cash		15023	Postage/Office	N	Office Supplies	100-41313-210-	100.00
			15023			Postage	100-41318-210-	100.00
		<b>Total For Check</b>	<b>15023</b>					<b>200.00</b>
10/20/2020	Lisa Senopole		15024	Video Tech	N	Cable Costs	100-41212-100-	180.00
		<b>Total For Check</b>	<b>15024</b>					<b>180.00</b>
10/20/2020	MN Department of Labor & Industry		15025	3rd Quarter Building Permit Surcharge	N	Building Permit Surcharge	100-42005-210-	1,475.84
		<b>Total For Check</b>	<b>15025</b>					<b>1,475.84</b>
10/20/2020	Washington Conservation District		15026	3rd Quarter Billing	N	MS4	100-43118-300-	175.00
		<b>Total For Check</b>	<b>15026</b>					<b>175.00</b>
10/20/2020	KEJ Enterprises		15027	Oct20 Road Contractor	N	Animal Control	100-42006-300-	83.00
			15027			Town Hall Mowing	100-43006-300-	125.00
			15027			Ball Field Maintenance	100-43009-300-	125.00
			15027			Road Engineering Fees	100-43102-300-	166.14
			15027			Road Garbage Removal	100-43105-300-	167.00
			15027			Gravel Road Costs	100-43106-300-	20.84
			15027			Magnesium Choride	100-43107-300-	41.67
			15027			Road Sign Replacement	100-43110-300-	83.84
			15027			Culvert Repair	100-43111-300-	20.84
			15027			Snow & Ice Removal	100-43113-300-	5,416.67
			15027			Road Brushing	100-43114-300-	2,250.00

Fund Name: 100 - General Fund

Date Range: 10/01/2020 To 10/23/2020

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
		15027			Road Side Mowing	100-43115-300-	\$ 500.00
		<b>15027</b>					<b>\$ 9,000.00</b>
10/20/2020	Sprint	15028	City Cell Phone	N	Road Expenses - Other	100-43116-321-	\$ 32.82
		<b>15028</b>					<b>\$ 32.82</b>
10/20/2020	WSB & Associates	15029	***VOID\$38788.00***Engineering - September	Y	Engineering Fees - General	100-41203-301-	\$ -
		15029			Seal Coating/Crack Filling	100-43112-301-	\$ -
		15029			MS4	100-43118-301-	\$ -
		15029			Special Road Projects	100-43128-301-	\$ -
		15029			Utility/ROW Permits	100-43132-301-	\$ -
		15029			Grading Permit	100-43135-301-	\$ -
		15029			2019/2020 Road Project	100-43136-301-	\$ -
		15029			2021 Road Project	100-43137-301-	\$ -
		<b>15029</b>					<b>\$ -</b>
10/20/2020	Johnson Turner Legal	15030	August Billing	N	Legal Fees - General	100-41204-301-	\$ 608.25
		15030			Legal Fees - Complaints	100-41205-301-	\$ 600.75
		15030			Legal Fees - Prosecutions	100-41206-301-	\$ 1,900.00
		<b>15030</b>					<b>\$ 3,109.00</b>
10/20/2020	PERA	15031	PERA	N	Clerk PERA	100-41102-120-	\$ 346.42
		15031			Clerk PERA Withholding	100-41108-100-	\$ 399.71
		<b>15031</b>					<b>\$ 746.13</b>
10/20/2020	WSB & Associates	15033	Engineering - September	N	Engineering Fees - General	100-41203-301-	\$ 1,641.00
		15033			Seal Coating/Crack Filling	100-43112-301-	\$ 1,594.50
		15033			MS4	100-43118-301-	\$ 118.00
		15033			Special Road Projects	100-43128-301-	\$ 3,348.00
		15033			Utility/ROW Permits	100-43132-301-	\$ 160.00
		15033			Grading Permit	100-43135-301-	\$ 1,204.00
		15033			2019/2020 Road Project	100-43136-301-	\$ 20,621.50
		15033			2021 Road Project	100-43137-301-	\$ 5,593.75
		<b>15033</b>					<b>\$ 34,280.75</b>
10/20/2020	IRS	EFT134	Payroll Taxes	N	Clerk FICA/Medicare	100-41103-100-	\$ 407.71
		EFT134			Clerk Medicare	100-41105-100-	\$ 77.28
		EFT134			Federal Withholding	100-41107-100-	\$ 403.05
		EFT134			Social Security Expens	100-41109-100-	\$ 330.43
		<b>EFT134</b>					<b>\$ 1,218.47</b>

Fund Name: 100 - General Fund

Date Range: 10/01/2020 To 10/23/2020

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
10/21/2020	Xcel Energy	15034	Utilities	N	Town Hall Electricity	100-43004-381-	\$ 57.05
		15034			Well House Electricity	100-43010-381-	\$ 11.37
		15034			Street Lights	100-43117-381-	\$ 44.66
		<b>15034</b>					<b>\$ 113.08</b>
10/21/2020	Claire and Bryant Rogness	15035	CARES Funds Reimbursement	N	COVID Funds CARES	100-41990-300-	\$ 1,950.00
		<b>15035</b>					<b>\$ 1,950.00</b>
10/22/2020	Northwest Asphalt	15036	Joliet/Woodland Acres Pay Voice #1	N	2019/2020 Road Project	100-43136-220-	\$ 604,895.57
		<b>15036</b>					<b>\$ 604,895.57</b>
10/22/2020	Wells Fargo Business Card	15037	COVID Supplies	N	COVID Funds CARES	100-41990-210-	\$ 272.93
		<b>15037</b>					<b>\$ 272.93</b>
10/22/2020	Mark Pfeiffer	15038	COVID Funds - Reimbursement	N	COVID Funds CARES	100-41990-210-	\$ 922.11
		<b>15038</b>					<b>\$ 922.11</b>
10/23/2020	Kline Bros Excavating	15039	Road Maintenance	N	Grader Contractor	100-43101-301-	\$ 1,960.00
		15039			Road Shouldering	100-43108-301-	\$ 1,087.50
		15039			Special Road Projects	100-43128-301-	\$ 490.00
		15039			2019/2020 Road Project	100-43136-301-	\$ 4,325.00
		<b>15039</b>					<b>\$ 7,862.50</b>
10/23/2020	SHC, LLC	15040	Planning	N	City Planner	100-41209-301-	\$ 553.25
		15040			COVID Funds CARES	100-41990-301-	\$ 3,263.15
		<b>15040</b>					<b>\$ 3,816.40</b>
							<b>\$ 722,379.52</b>

**Total For Selected Checks**



**WSB & ASSOCIATES, INC.  
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (the "Agreement") is made as of the \_\_\_\_\_ day of October 2020, by and between the City of Grant with an address of 111 Wildwood Road, Willernie, Minnesota 55090 ("Client"), and WSB & Associates, Inc. dba WSB with offices located at 701 Xenia Avenue South, Suite 300, Minneapolis, Minnesota 55416 ("Consultant").

Client and Consultant, for the consideration enumerated herein, do hereby agree as follows:

**SECTION 1 / GENERAL CONTRACT TERMS AND CONDITIONS**

The General Contract Terms and Conditions shall be as set forth in Exhibit A.

**SECTION 2 / SCOPE OF WORK**

The scope of work to be performed by Consultant is set forth in Exhibit B. The work and services to be performed hereunder and described in Exhibit B shall be referred to herein and in the General Contract Provisions as the "Project".

**SECTION 3 / COMPENSATION**

The amount, method and timing for payment to the Consultant shall be in accordance with Exhibit C.

**SECTION 4 / WORK SCHEDULE**

The preliminary schedule of the work, if required, is set forth in Exhibit B.

**SECTION 5 / CLIENT RESPONSIBILITIES**

The client responsibilities are set out in Exhibit F.

**SECTION 6 / SPECIAL CONDITIONS**

Special conditions, if any, are as set forth in Exhibit G.

**SECTION 7 / EXHIBITS**

The following Exhibits are attached hereto and made a part of this Agreement:

- Exhibit A General Contract Provisions
- Exhibit B Scope of Work
- Exhibit C Compensation
- Exhibit D Insurance Schedule
- Exhibit E Rate Schedule
- Exhibit F Client Responsibilities
- ~~Exhibit G Special Conditions~~

All references to the "Agreement" in this Document and the Exhibits shall mean this Agreement and all of the Exhibits as one integrated Agreement

**SECTION 8 / ACCEPTANCE OF AGREEMENT**

Upon written acceptance of this Agreement by Client, Consultant shall commence the work. The undersigned hereby accept the terms and conditions of this agreement and Consultant is hereby authorized to perform the services described herein.

**CLIENT: CITY OF GRANT**  
**ADDRESS: 111 WILDWOOD ROAD**  
**WILLERNIE, MN 55090**

**CONSULTANT: WSB & ASSOCIATES, INC.**  
**dba WSB**  
**ADDRESS: 701 XENIA AVENUE SOUTH**  
**SUITE 300**  
**MINNEAPOLIS, MN 55416**

**BY:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_

**EXHIBIT A  
GENERAL CONTRACT PROVISIONS**

**ARTICLE 1 – PERFORMANCE OF THE WORK**

Consultant shall perform the services under this Agreement in accordance with the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

**ARTICLE 2 – ADDITIONAL SERVICES**

If the Client requests that the Consultant perform any services which are beyond the scope as set forth in the Agreement, or if changed or unforeseen conditions require the Consultant to perform services outside of the original scope, then, Consultant shall promptly notify the Client of cause and nature of the additional services required. Upon notification, Consultant shall be entitled to an equitable adjustment in both compensation and time to perform.

**ARTICLE 3 – SCHEDULE**

Unless specific periods of time or dates for providing services are specified in a separate Exhibit, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, or other natural disasters or acts of God; fires, riots, war or other emergencies; any action or failure to act in a timely manner by any government agency; actions or failure to act by the Client or the Client's contractor or consultants; or discovery of any hazardous substance or differing site conditions. If the delays outside of Consultant's control increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

**ARTICLE 4 – CONSTRUCTION OBSERVATION**

If requested by Client, Consultant shall visit the project during construction to become familiar with the progress and quality of the contractors' work and to determine if the work is proceeding, in general, in accordance with plans, specifications or other contract documents prepared by Consultant for the Client. The Client has not retained the Consultant to make detailed inspections or to provide exhaustive or continuous project review and observation services.

Consultant neither guarantees the performance of any Contractor retained by Client nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the construction documents. Client acknowledges Consultant will not direct, supervise or control the work of contractors or their subcontractors, nor shall Consultant have authority over or responsibility for the contractors' means, methods, or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety. Job Site Safety shall be the sole responsibility of the contractor who is performing the work.

For Client-observed projects, the Consultant shall be entitled to rely upon and accept representations of the Client's observer. If the Client desires more extensive project observation or full-time project representation, the Client shall request such services be provided by the Consultant as an Additional Service. Consultant and Client shall then enter into a Supplemental Agreement detailing the terms and conditions of the requested project observation.

**ARTICLE 5 – OPINIONS OF PROBABLE COST**

Opinions, if any, of probable cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs, collectively referred to as "Cost Estimates," provided for are made or to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional design firm. The parties acknowledge, however, that the

Consultant does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and any evaluation of any facility to be constructed or acquired, or work to be performed must, of necessity, be viewed as simply preliminary. Accordingly, the Consultant and Client agree that the proposals, bids or actual costs may vary from opinions, evaluations or studies submitted by the Consultant and that Consultant assumes no responsibility for the accuracy of opinions of Cost Estimates and Client expressly waives any claims related to the accuracy of opinions of Cost Estimates. If Client wishes greater assurance as to Cost Estimates, Client shall employ an independent cost estimator as part of its Project responsibilities.

#### **ARTICLE 6 – REUSE AND DISPOSITION OF INSTRUMENTS OF SERVICE**

All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service and Consultant retains all ownership interests in Instruments of Service, including copyrights. The Instruments of Service are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic format furnished to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Consultant makes no representations as to long term compatibility, usability or readability of electronic files.

If requested, at the time of completion or termination of the work, the Consultant may make available to the Client the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, and (ii) fulfillment of the Client's obligations under this Agreement. Any use or re-use of such Instruments of Service by the Client or others without written consent, verification or adaptation by the Consultant except for the specific purpose intended will be at the Client's risk and full legal responsibility and Client expressly releases all claims against Consultant arising from re-use of the Instruments of Service without Consultant's written consent, verification or adaptation.

The Client will, to the fullest extent permitted by law, indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorneys' fees, and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of these Instruments of Service by the Client or any person or entity that acquires or obtains the reports, plans and specifications from or through the Client without the written authorization of the Consultant. Under no circumstances shall transfer of Instruments of Service be deemed a sale by Consultant, and Consultant makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. Consultant shall be entitled to compensation for any consent, verification or adaptation of the Instruments of Service for extensions of the Project or any other project.

#### **ARTICLE 7 – PAYMENTS**

Payment to Consultant shall be on a lump sum or hourly basis as set out in the Agreement. Consultant is entitled to payment of amounts due plus reimbursable expenses. Client will pay the balance stated on the invoice unless Client notifies Consultant in writing of any disputed items within fifteen (15) days from the date of invoice. In the event of any dispute, Client will pay all undisputed amounts in the ordinary course, and the Parties will endeavor to resolve all disputed items. All accounts unpaid after thirty (30) days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. Consultant reserves the right to retain instruments of service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or instruments of service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney fees, incurred in connection with collecting amounts owed by Client. In addition, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until it receives full payment for all amounts then due for services, expenses and charges. Payment methods, expenses and rates may be more fully described in Exhibit C and Exhibit E.

## **ARTICLE 8 – SUBMITTALS AND PAY APPLICATIONS**

If the Scope of Work includes the Consultant reviewing and certifying the amounts due the Contractor, the Consultant's certification for payment shall constitute a representation to the Client, that to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in general accordance with the Documents issued by the Consultant. The issuance of a Certificate for Payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Client to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Contractor shall remain exclusively responsible for its Work.

If the Scope of Work includes Consultant's review and approval of submittals from the Contractor, such review shall be for the limited purpose of checking for conformance with the information given and the design concept. The review of submittals is not intended to determine the accuracy of all components, the accuracy of the quantities or dimensions, or the safety procedures, means or methods to be used in construction, and those responsibilities remain exclusively with the Client's contractor.

## **ARTICLE 9 – HAZARDOUS MATERIALS**

Notwithstanding the Scope of Services to be provided pursuant to this Agreement, it is understood and agreed that Consultant is not a user, handler, generator, operator, treater, arranger, storer, transporter, or disposer of hazardous or toxic substances, pollutants or contaminants as any of the foregoing items are defined by Federal, State and/or local law, rules or regulations, now existing or hereafter amended, and which may be found or identified on any Project which is undertaken by Consultant.

The Client agrees to indemnify Consultant and its officers, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind, except that this clause shall not apply to such liability as may arise out of Consultant's sole negligence in the performance of services under this Agreement arising from or relating to hazardous or toxic substances, pollutants, or contaminants specifically identified by the Client and included within Consultant's services to be provided under this Agreement.

## **ARTICLE 10 – INSURANCE**

Consultant has procured general and professional liability insurance. On request, Consultant will furnish client with a certificate of insurance detailing the precise nature and type of insurance, along with applicable policy limits. Additional Insurance requirements are listed in Exhibit D.

## **ARTICLE 11 – TERMINATION OR SUSPENSION**

If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than sixty (60) days through no fault of Consultant, Consultant shall be entitled to either terminate its agreement upon seven (7) days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

This Agreement may be terminated by either party upon thirty (30) days' written notice without cause. Consultant shall upon termination only be entitled to payment for the work performed up to the Date of termination. In the event of termination, copies of plans, reports, specifications, electronic drawing/data

files (CADD), field data, notes, and other documents whether written, printed or recorded on any medium whatsoever, finished or unfinished, prepared by the Consultant pursuant to this Agreement and pertaining to the work or to the Project, (hereinafter "Instruments of Service"), shall be made available to the Client upon payment of all amounts due as of the date of termination. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.

#### **ARTICLE 12 – INDEMNIFICATION**

The Consultant agrees to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused by the Consultant's negligence or willful misconduct.

The Client agrees to indemnify and hold the Consultant harmless from any damage, liability or cost to the extent caused by the Client's negligence or willful misconduct.

#### **ARTICLE 13 – WAIVER OF CONSEQUENTIAL DAMAGES**

The Consultant and Client waive claims against each other for consequential damages arising out of or relating to this contract. This mutual waiver includes damages incurred by the Client for rental expenses, for loss of use, loss of income, lost profit, project delays, financing, business and reputation and for loss of management or employee productivity or of the services of such persons; and (2) Damages incurred by the Consultant for principal office expenses including the compensation for personnel stationed there, for losses of financing, business and reputation and for loss of profit except anticipated profit arising directly from the Work. The Consultant and Client further agree to obtain a similar waiver from each of their contractors, subcontractors or suppliers.

#### **ARTICLE 14 – WAIVER OF CLAIMS FOR PERSONAL LIABILITY**

It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors.

#### **ARTICLE 15 – ASSIGNMENT**

Neither Party to this Agreement shall assign its interest in this agreement, any proceeds due under the Agreement nor any claims that may arise from services or payments due under the Agreement without the written consent of the other Party. Any assignment in violation of this provision shall be null and void. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Consultant or Client. This Agreement is for the exclusive benefit of Consultant and Client and there are no other intended beneficiaries of this Agreement.

#### **ARTICLE 16 – CONFLICT RESOLUTION**

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

#### **ARTICLE 17 – CONFIDENTIALITY**

The Consultant agrees to keep confidential and not to disclose to any person or entity, other than the Consultant's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information furnished to the Consultant and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Consultant to complete services under the Agreement or defend itself from any suit or claim.

**ARTICLE 18 – AVAILABLE INSURANCE PROCEEDS AND LIMITATION OF LIABILITY**

Consultant maintains professional liability insurance with a liability limit of not less than \$2,000,000 per claim. The Consultant's total liability to Client shall not exceed the total available insurance policy limits per claim available to Consultant under its professional liability insurance policy. Client hereby agrees that to the fullest extent permitted by law, the Consultant's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to or arising from this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty (Client's Claims) shall not exceed the total policy limits available to Consultant under its professional liability insurance policy for settlement or satisfaction of Client's Claims under the terms and conditions of the Consultant's professional liability insurance policy applicable hereto.

Notwithstanding the language above, Client agrees that with regard to any claim arising from or relating to Consultant's provision of geotechnical engineering services, construction materials testing, special inspections, and/or environmental engineering services, including but not limited to environmental site assessments, that Consultant's liability for any claims asserted by or through Client shall be limited to \$50,000.

Client and Consultant each further agree that neither will be responsible for any incidental, indirect, or consequential damages (including loss of use or loss of profits) sustained by the other, its successors or assigns. This mutual waiver shall apply even if the damages were foreseeable and regardless of the theory of recovery plead or asserted.

**ARTICLE 19 – CONTROLLING LAW**

This Agreement is to be governed by the laws of the State of Minnesota. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including but not limited to claims for negligence or breach of warranty, that is not settled by nonbinding mediation shall be settled by the law of the State of Minnesota.

**ARTICLE 20 – LOCATION OF UNDERGROUND IMPROVEMENTS**

Where requested by Client, Consultant will perform customary research to assist Client in locating and identifying subterranean structures or utilities. However, Consultant may reasonably rely on information from the Client and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where Consultant has complied with the standard of care and acted in reliance on that information. The Client agrees to waive all claims and causes of action against the Consultant for claims by Client or its contractors relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by the Consultant.

**EXHIBIT B  
SCOPE OF WORK  
GENERAL SCOPE OF SERVICES**

**ARTICLE B.1 – GENERAL SCOPE OF SERVICES AS CITY ENGINEER**

The Client intends to retain the Consultant as the designated City Engineer and to provide general engineering and other related professional services. Typical general services (not all-inclusive) are listed below.

- B.1.1 General Engineering and Project Management. Services include capital planning, policy updates, budgeting, and assistance with short and long-range street and utility planning and Public Works maintenance issues.
- B.1.2 Reports and Correspondence. Preparation of engineering reports and technical correspondence including; determination of need, preparation, review for compliance with City ordinances and policies, minor site plan reviews, and review of reports prepared by other agencies.
- B.1.3 Meeting Attendance. The City Engineer or other Consultant staff members as approved will attend the following meetings:
  - City Council Meetings
  - Planning Commission
  - Park Commission
  - Public Works Committee
  - Internal Staff Meetings
  - Public Meetings
  - Developer Meetings
  - Meetings with other agencies
- B.1.4 Liaison Support. Respond as liaison for engineering activities related to adjacent municipalities and regulatory agencies.
- B.1.5 Staff and Resident Support. Respond to staff and resident engineering inquiries and requests, including public presentations, evaluation of specific issues, and recommendations to staff and City Council.
- B.1.6 MS4 Services. Services include stormwater program support and assistance, including, but not limited to, assistance with public education and outreach, storm sewer system mapping, inspection, and inventorying, annual reporting and recordkeeping, and regulatory agency support. Consultant may also provide inspection services as required by the National Pollutant Discharge Elimination System (NPDES) Construction Stormwater Permit.
- B.1.7 Construction Services. Services including monitoring of City and private projects, review of construction plans, and construction staking and surveying.
- B.1.8 Document Library. Establish and maintain a library of permits and applications, contract documents, and other items as needed.
- B.1.9 Other services as requested.

**ARTICLE B.2 - PRELIMINARY REPORT/STUDY PHASE**

Subject to further clarification and refinement on a project-by-project basis, the Consultant shall in proper time and sequence:

- B.2.1 Consult with the Client representative to determine the requirements of the project, review available data, attend necessary conferences, and be available for general consultation.
- B.2.2 Advise the Client as to the necessity of the Client's providing or obtaining from others data or services and assist the Client in obtaining such data and services.

- B.2.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project and participate in consultations with such authorities.
- B.2.4 Make such preliminary studies, layouts, or field surveys to verify and supplement existing elevation and topographic information and preliminary cost estimates to clearly identify potential construction or financing problems.
- B.2.5 Assist the Client in obtaining all required subsurface investigations as required for the preparation of the feasibility report.
- B.2.6 Prepare a feasibility report on the preliminary engineering study of the project in sufficient detail to indicate the problems involved. The report shall include the desired phased program, if required, and the appropriate alternate solutions. The report will also include schematic layouts, sketches, conceptual design criteria with appropriate exhibits to indicate the considerations involved (including applicable requirements of governmental authorities having jurisdiction over the project), preliminary estimate of project cost, typical examples of proposed assessments preliminary identification of right-of-way and easement requirements, and the Consultant's conclusions and recommendations.
- B.2.7 Furnish copies of the feasibility report documents and review the feasibility report with Client staff.
- B.2.8 If required, the Consultant shall present the feasibility report to the proper reviewing agencies and to the City Council. The Consultant shall attend the public hearing for the project.

**ARTICLE B.3 – FINAL DESIGN PHASE**

Subject to further clarification and refinement on a project-by-project basis, the Consultant shall, in proper time and sequence:

- B.3.1 On the basis of the accepted preliminary design documents and the current opinion of probable cost, prepare contract documents consisting of final drawings and specifications to show and describe the scope, extent, and character of the work to be furnished and performed by Contractor(s) including Advertisement for Bids, Instructions to Bidders, Bid Form, Form of Agreement, Performance and Payment Bond Form, General Conditions, Special Conditions, and Technical Specifications.
- B.3.2 Provide technical criteria, written descriptions and design data for use in filing applications for routine permits or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the project, and assist the Client in consultations with appropriate authorities. The Consultant shall prepare and submit all permit applications to the appropriate agencies. The Client shall be responsible for all permit fees.
- B.3.3 Advise the Client of any adjustments to the latest opinion of probable cost caused by changes in extent or design requirements of the project and furnish a current opinion of probable cost based on the drawings and specifications.
- B.3.4 Prepare for review and approval by the Client, its legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, advertisement for bid and instructions to bidders, and assist in the preparation of other related documents.
- B.3.5 Attend necessary conferences and be available for general consultation.
- B.3.6 Furnish three (3) copies of the above documents and of the drawings and specifications and present and review them in person with the Client, along with completing a plans-in-hand site inspection. Make minor revisions and adjustments as required following review by the Client.



#### **ARTICLE B.4 – BIDDING PHASE**

Subject to further clarification and refinement on a project-by-project basis, the Consultant shall in proper time and sequence:

- B.4.1 Furnish plans and specifications for agency review and furnish copies to the Client for bidding and construction purposes as a part of this Contract.
- B.4.2 Issue addenda as appropriate to interpret, clarify, or expand the bidding documents.
- B.4.3 Assist the Client in obtaining and evaluating bids and awarding contracts for the construction of the project.
- B.4.4 Consult with and advise the Client as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for the portions of the work as to which such acceptability is required by the bidding documents.
- B.4.5 Consult with and advise the Client concerning and determining the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.
- B.4.6 Attend bid opening and prepare bid tabulation sheets.

#### **ARTICLE B.5 – CONSTRUCTION PHASE**

Subject to further clarification and refinement on a project-by-project basis, the Consultant shall:

- B.5.1 Consult with and advise the Client and act as the Client's representative as provided in the contract documents, which may not be modified to affect Consultant's responsibilities except by written agreement signed by the Client and the Consultant.
- B.5.2 Conduct pre-construction conference to be attended by the Contractor, Client, and others as may be requested by the Client.
- B.5.3 Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor(s), and to determine if such work is proceeding in accordance with the contract documents. During such visits and on the basis of the on-site observations, the Consultant will keep the Client informed of the progress of the work and will endeavor to identify for the Client defects and deficiencies in the work of the Contractor(s). This agreement does not require the Consultant to evaluate contractor's safety methods. It is agreed that safety matters are Contractor's responsibility and that the Consultant shall be responsible only for the acts or omissions of its own employees. The Consultant may disapprove work as failing to conform to the contract documents. The Consultant shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. The Consultant shall be obligated, however, to disclose known dangerous circumstances to the Client.
- B.5.4 Review samples, schedules, shop drawings, the result of tests and inspections, and other data which the Contractor is required to submit, but only for the conformance with the design concept of the project and compliance with the information given in the contract documents, (but such review shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incidental thereto). The Consultant shall receive and review (for general content as required by the specification), maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection which are to be assembled by the Contractor in accordance with the contract documents.
- B.5.5 Issue all instructions of the Client to Contractor; issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders

as required for the Client's approval and have authority, as the Client's representative, to require special inspection or testing of the work.

- B.5.6 Review the Contractor's application for payment, determine the amount owing the Contractor and make recommendations to the Client regarding the payment thereof. The Consultant's recommendations are based on on-site observations as an experienced and qualified design professional. The recommendations by the Consultant constitute a representation to the Client that to the best of their knowledge, information and belief, the work has progressed to the point indicated on said application and the quality of work is in accordance with the contract documents, subject to the results of any subsequent test called for by the contract documents and any qualifications stated in his recommendations.
- B.5.7 Conduct, in the presence of the designated representative, a site visit to determine if the project is substantially complete and conduct a final site visit to determine if the work has been completed in accordance with the contract documents. Such site visits may include representatives from the Client and/or other involved governmental agencies. If the Contractor has fulfilled all of his obligations, the Consultant shall give written notice to the Client and the Contractor that the work is acceptable for final payment.
- B.5.8 The Consultant shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. The Consultant shall be obligated, however, to disclose known dangerous circumstances to the Client.
- B.5.9 The Consultant shall furnish the Client with a list detailing final quantities and costs in a letter stating to the best knowledge of the Consultant that the work is in compliance with the plans, specifications and change orders.

#### **ARTICLE B.6 – SCOPE OF SERVICES FOR DEDICATION PROJECTS**

Subject to further clarification and refinement on a project-by-project basis, the Consultant shall:

- B.6.1 Following written notice from the City Council, review the platting, concept, design, plans and specifications for each Dedication Project to determine that they comply with those written City Standards that have been approved by the City Council for such projects. Require the developer or his Consultant to submit the plans to appropriate utility companies and other concerned agencies for their review, concurrence and issuance of permits as required. Upon completion of the review, submit a written report to the City Council to assist the Consultant and the City Council in approving or disapproving the proposed Dedication Project.
- B.6.2 Submit a written progress report to the City Council for each Dedication Project under construction. The report should include budget, schedule and progress information.
- B.6.3 Submit a written report to assist the City Council in determining that the project has been satisfactorily completed. The Consultant shall acquire from the developer or the developer's engineer five (5) sets of plans of the work that have been revised to show "as constructed" conditions, said plans to be submitted to the Client within ninety (90) days following completion of the project.

#### **ARTICLE B.7 – SCOPE OF ADDITIONAL SERVICES AS THE ENGINEER**

If authorized in writing by the Client, the Consultant shall furnish additional services of the following type:

- B.7.1 Providing services of professional subconsultants as required for a particular project.
- B.7.2 Providing the type of surveying or related engineering services necessary for preparation of permanent and/or temporary easements, boundary surveys, or plat documents.
- B.7.3 Review of developer's plats and concept plans. Provide assistance to the developer in preparing a plat for improvement projects.

B.7.4 Additional services in connection with the project not otherwise provided for in this Agreement.

B.7.5 Providing services for preparation of preliminary and final assessment rolls.

**EXHIBIT C  
COMPENSATION**

The Client shall pay the Consultant for Basic Services rendered on the basis of a negotiated lump sum fee, on an hourly basis, or as a percentage of the construction cost, as mutually agreed to and deemed fair and reasonable for the particular work to be performed. The method of payment will be determined at the start of the project.

Consultant's current fee schedule with hourly rates is attached to this contract as Exhibit E. The rate schedule is for 2020; and will remain in effect for services rendered through December 31, 2020.

The fee schedule will be evaluated on an annual basis by the Consultant and adjusted to account for inflation and other factors. The Consultant will submit a revised fee schedule prior to December 31 on an annual basis.

The following represents the compensation terms:

**ARTICLE C.1 – CITY COUNCIL AND COMMISSION MEETINGS**

Consultant will be compensated a lump sum rate of \$80 per meeting for attendance at City Council meetings, Planning Commission, Public Works Committee meetings, Park Commission meetings, or other after hour meetings will be compensated at the standard hourly rates.

**ARTICLE C.2 – GENERAL CITY ENGINEERING DUTIES**

Consultant will be compensated for City Engineering services based on the hourly rates listed in the fee schedule. Consultant recognizes that it is important for the Client to maximize the ability to assign time during regular office hours to projects or escrow accounts as much as possible, and the Consultant will strive to meet this goal.

**ARTICLE C.3 – PROJECTS**

Compensation for specific studies or the design and construction of Client improvements will be determined on a project-by-project basis. The proposed compensation will be detailed within a written letter proposal submitted by the Consultant to the Client prior to beginning work. If the scope of the project changes after it is authorized, the Consultant will discuss it with the Client and determine an appropriate fee modification. Typically, project fees are billed either as lump sum, hourly not-to-exceed, or a percentage of the construction cost.

**ARTICLE C.4 – DEVELOPMENT/APPLICATION REVIEW**

Services related to development review or review of other applications, will be completed by the Consultant on an hourly basis as needed. For items such as traffic studies, environmental reviews, and other more-defined items related to development review, the Consultant will establish a scope and fees for ease of tracking against escrow account balances.

**ARTICLE C.5 – INDEPENDENT CONSULTANTS**

The cost of services performed by independent consultants or agencies for environmental evaluation, soil testing, laboratory services, or other services will be billed to the Client at the Consultant's cost with no markup.

**ARTICLE C.6 – PAYMENT FOR REVISIONS OR OTHER WORK**

If the Client directs that revisions be made to the plans and specifications following approval of the plans and specifications by the Client or if the City Council directs Consultant to perform other work, the Consultant shall be compensated for the cost of such revisions at the hourly fee. The Consultant shall be given additional compensation when additions consist of enlargement or extension of the project. Additional compensation will be on the same basis as agreed to for the original plans and specifications.

**ARTICLE C.7 – RECEIPT OF PAYMENT**

In order to receive payment for services, the Consultant shall submit monthly invoices describing in detail the services performed in accordance with this contract. Separate statements shall be submitted for each project or a detailed breakdown shall be furnished showing the distribution of charges to each project.

The Client shall pay Consultant upon receipt of each monthly invoice. For hourly and percentage of construction cost contracts, the personnel who worked on the project shall be included. Construction services shall include daily reports detailing the time for each day that the individual was working on the project. All invoices will include the Client representative who authorized the work.

**ARTICLE C.8 – EXPENSES**

Consultant shall be reimbursed for reasonable expenses related to the scope of services of this contract and/or individual projects. The Consultant shall be reimbursed for the actual cost of the expenses, without markup. Typical expenses include, but are not limited to, the following:

- Permit fees
- Plan and specification reproduction fees
- Costs related to the development of project photos

The following shall not be considered reimbursable expenses:

- Mileage
- Mobile phone usage
- Computer equipment time
- Preparation and reproduction of common correspondence
- Mailing

**EXHIBIT D  
INSURANCE SCHEDULE**

**GENERAL LIABILITY**

Broker:	Marsh & McLennan Agency, LLC	
Type of Insurance:	Commercial General Liability	
Coverage:	General Aggregate	\$2,000,000
	Products-Comp/Ops Aggregate	\$2,000,000
	Personal & Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
	Damage to Rented Premises	\$100,000
	Medical Expenses (Any one person)	\$25,000

**AUTOMOBILE LIABILITY**

Broker:	Marsh & McLennan Agency, LLC	
Type of Insurance:	Any Auto	
Coverage:	Combined Single Limit	\$1,000,000

**UMBRELLA**

Broker:	Marsh & McLennan Agency, LLC	
Coverage:	Each Occurrence/Aggregate	\$5,000,000

**EXCESS LIABILITY**

Broker:	Marsh & McLennan Agency, LLC	
Coverage:	Each Occurrence/Aggregate	\$5,000,000

**WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY**

Broker:	Marsh & McLennan Agency, LLC	
Coverage:	<u>Statutory</u>	
	Each Accident	\$ 1,000,000
	Disease-Policy Limit	\$ 1,000,000
	Disease-Each Employee	\$ 1,000,000

**PROFESSIONAL LIABILITY**

Broker:	H. Robert Anderson and Associates, Inc.	
Coverage:	Each Claim	\$ 5,000,000
	Annual Aggregate	\$ 10,000,000

Certificates of Insurance will be provided upon request.

EXHIBIT E

2020 Rate Schedule



	Billing Rate/Hour
PRINCIPAL   ASSOCIATE	\$152 - \$192
SR. PROJECT ENGINEER   SR. PROJECT MANAGER	\$152 - \$192
PROJECT MANAGER	\$135 - \$150
PROJECT ENGINEER   GRADUATE ENGINEER	\$90 - \$146
ENGINEERING TECHNICIAN   ENGINEERING SPECIALIST	\$58 - \$146
LANDSCAPE ARCHITECT   SR. LANDSCAPE ARCHITECT	\$70 - \$150
ENVIRONMENTAL SCIENTIST   SR. ENVIRONMENTAL SCIENTIST	\$58 - \$146
PLANNER   SR. PLANNER	\$70 - \$150
GIS SPECIALIST   SR. GIS SPECIALIST	\$70 - \$150
CONSTRUCTION OBSERVER	\$95 - \$120
SURVEY	
One-Person Crew	\$149
Two-Person Crew	\$196
Three-Person Crew	\$211
OFFICE TECHNICIAN	\$53 - \$94

Costs associated with word processing, cell phones, reproduction of common correspondence, and mailing are included in the above hourly rates. Vehicle mileage is included in our billing rates [excluding geotechnical and construction materials testing (CMT) service rates]. Mileage can be charged separately, if specifically outlined by contract. | Reimbursable expenses include costs associated with plan, specification, and report reproduction; permit fees; delivery costs; etc. | Multiple rates illustrate the varying levels of experience within each category. | Rate Schedule is adjusted annually.

**EXHIBIT F  
CLIENT RESPONSIBILITIES**

The Client's responsibilities related to the services to be provided by Consultant are generally as set out below. These responsibilities can be modified through Supplemental Agreements.

In order to permit the Consultant to perform the services required under this Agreement, the Client shall, in proper time and sequence and where appropriate to the Project, at no expense to the Consultant:

**ARTICLE F.1**

Provide available information as to its requirements for the Project, including copies of any design and construction standards and comprehensive plans which the Client desires Consultant to follow or incorporate into its work.

**ARTICLE F.2**

Guarantee access to and make all provisions for the Consultant to enter upon public and private lands to enable the Consultant to perform its work under this Agreement.

**ARTICLE F.3**

Provide such legal, accounting and insurance counseling services as may be required for this Project.

**ARTICLE F.4**

Notify the Consultant whenever the Client observes or otherwise becomes aware of any defect in the Project construction or design.

**ARTICLE F.5**

Designate a Client Representative with authority to transmit and receive instructions and information, interpret and define the Client's policies with respect to services rendered by the Consultant, and authority to make decisions as required for Consultant to complete services required under this Agreement.

**ARTICLE F.6**

Act promptly to approve all pay requests, Supplemental Agreements, or request for information by Consultant as set out below.

**ARTICLE F.7**

Furnish data (and professional interpretations thereof) prepared by or services performed by others, including where applicable, but not limited to, previous reports, core borings, sub-surface explorations, hydrographic and hydrogeologic surveys, laboratory tests and inspection of samples, materials and equipment; appropriate professional interpretations of the foregoing data; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning, deed and other land use restrictions; and other special data.

**ARTICLE F.8**

Require all Utilities with facilities in the Client's Right of Way to Locate and mark said utilities upon request, Relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule.

**ARTICLE F.9**

Review all reports, sketches, drawings, specifications and other documents prepared and presented by the Consultant, obtain advice of legal, accounting and insurance counselors or others as Client deems necessary for such examinations and render in writing decisions pertaining thereto.



**ARTICLE F.10**

Where appropriate, endeavor to identify, remove and/or encapsulate asbestos products or materials or pollutants located in the project area prior to accomplishment by the Consultant of any work on the Project.

**ARTICLE F.11**

Provide record drawings and specifications for all existing physical plants of facilities which are pertinent to the Project.

**ARTICLE F.12**

Provide the foregoing in a manner sufficiently timely so as not to delay the performance by the Consultant of the services in accordance with the Contract Documents.

**ARTICLE F.13**

Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client. Consultant shall endeavor to verify the information provided and shall promptly notify the Client if the Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

**ARTICLE F.14**

Client shall bear all costs incidental to compliance with the requirements of this article.



**MASTER SERVICES AGREEMENT**  
**BETWEEN SWANSON HASKAMP CONSULTING, LLC**  
**AND THE CITY OF GRANT FOR PROFESSIONAL PLANNING SERVICES**

The Agreement ("Agreement") is made as of January 1, 2021 and between, the City of Grant (hereinafter referred to as "Client"), and Swanson Haskamp Consulting, LLC ("SHC"), 246 Albert Street S., Suite 2A, St. Paul, MN 55105 ("SHC"), to provide professional Planning Services by SHC in connection with projects and services as requested by the Client.

**Description of Services (Scope of Services)**

Jennifer Haskamp, President of SHC shall be the primary contact and project manager assigned to perform planning and project management services for the Client (hereinafter referred to as "Services"). Jennifer will work collaboratively with the Client to establish the scope of services and define and identify the priorities to be completed as a part of this contract. SHC shall only perform work when verbal or written direction is provided by the Client throughout the duration of this contract.

**Period of Service**

This contract shall be effective for three years, at which time the terms of this contract may be renegotiated between the Client and SHC.

**Compensation**

SHC shall be paid for Services provided in accordance with the attached rate schedule. Billings will be submitted monthly and the Client agrees to pay bills within 30 days of receipt. SHC and the Client shall work together to establish the method for reporting and submitting invoices to assist with the ease of monthly billing and budget management. Client hereby acknowledges that sufficient funds are currently available, or methods to obtain funds, are assigned to pay for the cost of Services contemplated by the Agreement. SHC has the right, at its sole discretion, to stop work and withhold work product or Services, if payments have not been received within 30 days of invoicing date.

If Client fails to make payments to SHC consistent with the Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at SHC's option, cause for suspension of performance of Services under the Agreement. If SHC elects to suspend Services, prior to suspension of Services, SHC shall give seven days written notice to Client. In the event of a suspension of Services, SHC shall have no liability to Client for delay or damage caused to Client because of such suspension of Services. Before resuming Services, SHC shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of SHC's services. SHC's fees for the remaining Services and the time schedules shall be equitably adjusted.

In the event of termination not the fault of SHC, SHC shall be compensated for Services performed prior to termination, together with reimbursable expenses due.

**Client's Responsibilities**

Client shall provide full information in a timely manner regarding requirements for and limitations for successful execution of the Scope of Services, including objectives, schedule, constraints and criteria, requirements and relationships and any other pertinent information that will assist SHC in achieving the expectations of the Client.

The Client shall designate a representative authorized to act on the Client's behalf with respect to any Project or Services. The Client or such designated representative shall render decisions in a timely manner pertaining to documents submitted by SHC in order to avoid unreasonable delay in the orderly and sequential progress of the Services.

**Termination**

The Agreement may be terminated by either party at any time. Such termination shall be effective after giving thirty days written notice. Client agrees to pay SHC for all Services provided up to the effective date of termination.



**Miscellaneous**

*Work Product*

The documents prepared by SHC for any Project are instruments of SHC's service for use solely with respect to the Client and, unless otherwise provided, SHC shall be deemed the author of these documents. All documents shall be the property of the Client, and both the Client and SHC shall retain all common law, statutory and other reserved rights, including the copyright. The Client and SHC shall be permitted to retain copies, including reproducible copies, of SHC's documents for the Client's information, reference and use in connection with the Services.

*Claims and Consequential Damages*

SHC and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's terminating in accordance with the termination clause.

*Interpretation and Severability*

Each provision of this Agreement is severable from the others. Should any provision of the Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of the Agreement. Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable.

*Assignment*

The Client and SHC, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Client nor SHC shall assign this Agreement without the written consent of the other.

*Team Relationship*

The Client and SHC agree to work together on the basis of trust, good faith and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner.

*Entire Agreement*

The terms and conditions set forth herein constitute the entire understanding of the parties relating to the services to be provided by SHC. Only a written instrument signed by both parties may amend the Agreement.

*Governing Law*

The Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Minnesota, excluding its conflict of laws.

*Execution*

In witness whereof, the parties hereto have made and executed the Agreement as of the day and first above written.

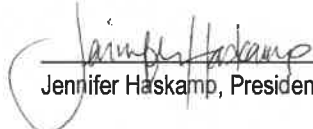
**CITY OF GRANT**

\_\_\_\_\_

Printed Name

Date

**SWANSON HASKAMP CONSULTING, LLC**

  
\_\_\_\_\_  
Jennifer Haskamp, President & Principal Planner



**rate schedule.  
2021**

Principal Planner	\$140.00 per hour
Senior Planner	\$132.00 per hour
Planner	\$100.00 per hour
Flat Meeting Rate	\$270.00*
Reimbursable expenses	Actual Costs
Standard IRS Mileage Rate	\$0.575 (2020 Rate, to be adjusted annually)

\*Flat Meeting Rate applies only to City Council, Planning Commission and monthly Staff meeting attendance up to 3 hours plus travel time. Any time after 3 hours, excluding travel time, will be billed at standard hourly rate.

Hourly rates and Flat Meeting rate to be adjusted and increased by 5% annually.

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

THIS AGREEMENT, made and entered into this 1st of JANUARY, 2021, by and between the CITY OF GRANT, Washington County, Minnesota, herein referred to as "CITY," and LS PRO (LISA SENOPOLE), herein referred to as "VIDEOGRAPHER."

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

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

WHEREAS, the VIDEOGRAPHER will provide recording services, primarily for the City Council meetings, held on the FIRST TUESDAY of each month and Planning Commission meeting, held on the THIRD TUESDAY of each month. It is understood that meeting schedules may change due to Holidays and other conflicts.

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

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

1. The CITY shall be responsible for providing and maintaining the broadcast equipment and facility. The CITY is responsible for establishing broadcast policies and procedures and meeting schedules. The CITY shall provide the VIDEOGRAPHER with the next year's meeting schedule each December.
2. As needed, the CITY shall provide training for the VIDEOGRAPHER on broadcast equipment. The CITY shall pay the VIDEOGRAPHER at rate of at rate of \$100.00 for all scheduled training. Training exceeding three hours will be billed at an hourly rate of \$50.00 per hour rounded to the nearest quarter hour.
3. For filming CITY meetings, VIDEOGRAPHER shall be paid at the rate of \$125.00 will be paid twice monthly for the year 2021 and \$150.00 will be paid twice monthly for the year 2022. Meeting's exceeding three hours will be billed at an hourly rate of \$50.00 per hour rounded to the nearest quarter hour. Subject to the provisions of Paragraph 11, it is the intent of the parties of this Agreement that it shall become effective January 1, 2021 and terminate on December 31, 2021. The terms of this contract may be renegotiated annually between the CITY and VIDEOGRAPHER.
4. VIDEOGRAPHER shall submit an invoice to the CITY clerk via e-mail on a monthly basis. The invoice shall list meeting dates, type of meeting and actual hours worked. Invoices and original receipts will be submitted to the city for reimbursement. Mileage will be calculated following the Federal Mileage Rate. The CITY agrees to pay invoice within 30 days of receipt.
5. VIDEOGRAPHER shall arrive at Grant Town Hall, 8380 Kimbro Ave, at least 30 minutes before the start of each scheduled meeting to prepare for production. Food and beverages are not allowed in the production booth. Upon departing, VIDEOGRAPHER shall shut down equipment in the production booth, turn off lights in the production booth and secure the door to the production booth.
6. The CITY shall notify the VIDEOGRAPHER, via email, at least three business days in advance for any special broadcast coverage requirements or changes in the meeting schedule. The VIDEOGRAPHER shall notify the CITY at least three business days in advance in event that VIDEOGRAPHER is not available to film a meeting. Should a schedule conflict arise the VIDEOGRAPHER will work with the RW/SCC cablecaster group to arrange a substitute. Subject to the provisions of Paragraph 3, the VIDEOGRAPHER agrees to forfeit pay when a substitute is employed.

7. VIDEOGRAPHER shall be professional, accommodating, courteous and timely at all times.
8. VIDEOGRAPHER is expected to respect the confidentiality of all closed meetings. Any communication, including that on social media, of said meetings is not permitted. The videographer hereby understands and acknowledges that all videos completed by this agreement are governed by the Minnesota Data Practices Act "the Act". Retention, distribution, or destruction of any video shall occur only with written approval of the Town's Data Practice Compliance Officer.
9. VIDEOGRAPHER shall notify the City Clerk of any changes or issues with AV equipment. VIDEOGRAPHER will do their best to communicate technical issues to SCC staff and implement solutions as directed.
10. The Agreement is to be considered AT WILL and may be terminated by either party at any time. E-mail shall be recognized as an official means of communication alongside, U.S. mailing.
11. If the city provides the VIDEOGRAPHER with any keys, keycards, codes etc, it is understood that the VIDEOGRAPHER shall be prohibited from allowing any parties, with exception to law enforcement and emergency personal access to the building for any reason whatsoever. Violation of these terms is grounds for immediate termination. Upon contract termination, VIDEOGRAPHER shall return all keys, keycards, codes etc. to the CITY within two business days.
12. The VIDEOGRAPHER and CITY waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's terminating in accordance with the AT WILL clause.
13. Any notice required by this Agreement shall be sent as follows:

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

TO VIDEOGRAPHER:  
 Lisa Senopole d/b/a LS PRO

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

CITY OF GRANT

LISA SENOPOLE

\_\_\_\_\_  
 Mayor

\_\_\_\_\_  
 Lisa Senopole

\_\_\_\_\_  
 City Administrator/Clerk

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

## Contract Addendum

This contract addendum dated this 1st of JANUARY, 2021, by and between the CITY OF GRANT, herein referred to as "CITY," and LS PRO (LISA SENOPOLE), herein referred to as "VIDEOGRAPHER."

### **Background**

In order to provide fairness and fiscal transparency to the citizens of Grant, this amendment has been added to the CONTRACT titled, "AGREEMENT BETWEEN LS PRO (LISA SENOPOLE) AND THE CITY OF GRANT FOR VIDEOGRAPHER SERVICE" which takes effect on January 1, 2021. In consideration of the novel coronavirus 19 (COVID-19) and its effects on City meetings, LS PRO offers the following pay rate schedule and implementation.

### **Amendment**

1. The Contract is amended as follows:
  - a. Pursuant to terms listed in paragraph 3, until such time, as the City of Grant is able to resume in person meetings for cablecasting, VIDEOGRAPHER shall be paid a retention rate of \$90.00 twice monthly. Upon, the resumption of cablecasting in-person-meetings the new rate schedule, listed in paragraph 3 will take effect.  
The new rate schedule is as follows: \$125.00 will be paid twice monthly for the year 2021 with a rate increase to \$150.00 for the year 2022.

### **No Other Changes**

2. Except as otherwise expressly provided in this Addendum, all the terms and conditions of the Contract remain unchanged and in full force effect.

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

CITY OF GRANT

LISA SENOPOLE d/b/a LS PRO

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Lisa Senopole

\_\_\_\_\_  
City Administrator/Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



<b>Client:</b> City of Grant 111 Wildwood Road Grant, MN 55090-0487	<b>Contractor:</b> Northwest Asphalt, Inc. 1451 Stagecoach Rd. Shakopee, MN 55379
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<b>WSB Project No.:</b> 014035-001
<b>Client Project No.:</b> N/A
<b>State Project No.:</b> N/A
<b>Federal Project No.:</b> N/A

<b>Contract Amount</b>		<b>Funds Encumbered</b>	
Original Contract	\$700,202.84	Original	\$700,202.84
Contract Changes	\$0.00	Additional	N/A
Revised Contract	\$700,202.84	Total	\$700,202.84

<b>Work Certified To Date</b>	
Base Bid Items	\$636,732.18
Contract Changes	0.00
Material On Hand	\$0.00
Total	\$636,732.18

Work Certified This Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
\$636,732.18	\$636,732.18	\$31,836.61	\$0.00	\$604,895.57	\$604,895.57
Percent Retained: 5%			Percent Complete: 90.94%		

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

**DRAFT**



## 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: October 23, 2020

Re: Joliet Ave and Woodland Acres Street Improvements Project – Public Hearing on Assessments

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### Actions to be considered:

To conduct a public hearing and adopt resolution accepting the final assessment roll for the Joliet Ave and Woodland Acres Street Improvement Project.

### Facts:

1. The City Council received the feasibility report at the September 3rd, 2019 regular council meeting.
2. The City Council ordered the public improvement for the project following a noticed public hearing at the June 1<sup>st</sup>, 2020 regular council meeting.
3. The City Council approved the Plans and Specifications and Ordered the Advertisement for Bids on July 7, 2020 regular council meeting. Bids were received on August 6<sup>th</sup>, 2020.
4. The lowest responsible bid along with indirect costs, including Legal, Engineering and Administrative costs, amount to a total project cost of \$798,028. The City has budgeted and is contributing \$77,458 to the Project.
5. The improvements are anticipated to be funded by special assessments to benefitting properties, in accordance with the Assessment Policy, adopted by City Council.
6. Total benefit amount to be assessed is \$720,570. There are 93 total buildable units. The assessment per buildable unit is \$7,748.06.
7. Assessments are proposed to be paid in equal annual installments over 15 years for single family residential property, beginning in January 2021 with an annual interest rate of 4.50 percent per annum.

The assessment may be paid in whole with no interest charged if the entire assessment is paid within 30 days of the adoption of the assessment.

**Action:** Discussion. Adopt Resolution

**Attachments:** Resolution Certifying Special Assessments, Assessment Roll, Map, Mailed Public Hearing Notice

## **CITY OF GRANT**

### **JOLIET AVENUE AND WOODLAND ACRES STREET IMPROVEMENT PROJECT**

#### **MAILED NOTICE OF HEARING ON PROPOSED ASSESSMENTS**

Notice is hereby given that the council will meet at Grant Town Hall, located at 8380 Kimbro Avenue N., Grant, MN, at 7:00 P.M. on Monday, November 2, 2020. The meeting may be held using video conference and notice of call-in information will be posted. The purpose of the hearing is to consider, and possibly adopt, the proposed assessment for the Joliet Avenue and Woodland Acres Street Improvement Project, the project improvement shall include street reconstruction, pursuant to Minnesota Statutes, Section 429.011 to 429.111. Adoption by the council of the proposed assessment may occur at the hearing.

The amount to be specially assessed against your particular lot, piece, or parcel of land is shown on the attachment to this notice. Such assessment is proposed to be payable in equal annual installments extending over a period of fifteen (15) years for single-family residential property, and will bear interest at the rate of 4.50 percent per annum from the date of the adoption of the assessment resolution. Interest for one year shall be added to all subsequent unpaid installments.

No interest shall be charged if the entire assessment is paid within 30 days from the adoption of this assessment. You may at any time prior to certification of the assessment to Washington County on November 15, 2020, pay the assessment in full or partial on such property, with interest accrued to the date of payment, to the City's Finance Department. You may at any time thereafter, pay to Washington County the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year. If you decide not to prepay the assessment before the date given above the rate of interest that will apply is 4.50 percent.

The proposed assessment roll is on file for public inspection at the city clerk's office. The total amount of the proposed assessment is \$7,748.06. Written or oral objections will be considered at the meeting. No appeal to district court may be taken as to the amount of an assessment unless a written objection signed by the affected property owner is filed with the municipal clerk prior to the assessment hearing or presented to the presiding officer at the hearing. The council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

Under Minn. Stat. §§ 435.193 to 435.195 the council may, in its discretion, defer the payment of this special assessment for any homestead property owned by a person 65 years of age or older or retired by virtue of a permanent and total disability for whom it would be a hardship to make the payments. When deferment of the special assessment has been granted and is terminated for any reason provided in that law and Ordinance (Resolution), all amounts accumulated plus applicable interest become due. Any assessed property owner meeting the requirements of this law may, within 30 days of the confirmation of the assessment, apply to the city clerk for the prescribed form for such deferral of payment of this special assessment on his/her property.

An owner may appeal an assessment to district court pursuant to Minn. Stat. § 429.081 by serving notice of the appeal upon the mayor or clerk of the city within 30 days after the adoption of the assessment and filing such notice with the district court within ten days after service upon the mayor or clerk.

Kim Points – City Clerk

**CITY OF GRANT  
JOLIET AVE AND WOODLAND ACRES STREET IMPROVEMENT PROJECT  
FINAL ASSESSMENT ROLL**

Updated: 10-14-20

MAP ID	PID	FEE OWNER TAX NAME 1	FEE OWNER TAX NAME 2	FEE OWNER ADDRESS	CITY/STATE/ZIP	PROPERTY ADDRESS	ZIP	BUILDABLE UNIT ASSESSMENT	BUILDABLE UNIT	PROPOSED TOTAL ASSESSMENT
1	1503021420006	ENGELHART ROBT II &	KATHERINE	9280 JOLIET AVE N	STILLWATER MN 55082	9280 JOLIET AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
2	1503021420005	MILLER TIMOTHY J &	TERESA E-W	9330 JOLIET AVE N	STILLWATER MN 55082	9330 JOLIET AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
3	1503021420004	MCNEIL RICHARD L &	KAREN A	9390 JOLIET AVE N	STILLWATER MN 55082	9390 JOLIET AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
4	1503021420003	BAIRD WALTER C &	ELIZABETH A	9444 JOLIET AVE N	STILLWATER MN 55082	9444 JOLIET AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
5	1503021420002	HUBER JEFFREY &	KIMBERLY	9520 JOLIET AVE N	STILLWATER MN 55082	9520 JOLIET AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
6	1503021130011	CARR THOMAS R	ERIN K	9550 JOLIET AVE N	STILLWATER MN 55082	9550 JOLIET AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
7	1503021130010	HILTON ANTHONY D &	ROSANNE	9606 JOLIET AVE N	STILLWATER MN 55082	9606 JOLIET AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
8	1503021130004	BRABENDER CHARLES L &	LEO WALTER HOULE TRS	9640 JOLIET AVE N	STILLWATER MN 55082	ADDRESS NOT ASSIGNED	55082	\$7,748.06	1	\$7,748.06
9	1503021130009	SHEILA ANNE HOULE &	VICKI J	9660 JOLIET AVE N	STILLWATER MN 55082	9660 JOLIET AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
10	1503021130005	AHLBOM GREGORY J &	KELLEY S DEWUSKE	9710 JOLIET AVE N	STILLWATER MN 55082	9710 JOLIET AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
11	1503021120013	SCHWITZ DENNIS N &	RODNEY D JAMES	9750 JOLIET AVE N	STILLWATER MN 55082	9750 JOLIET AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
12	1503021120014	BROGREN WALTRAUD A &	STEPHANIE L	9970 JOLIET AVE N	STILLWATER MN 55082	9970 JOLIET AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
13	1003021430006	SABBANN PATRICK LIV TRS	SHANNON	10120 JODY AVE CT N	STILLWATER MN 55082	10120 JODY AVE CT N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
14	1003021430005	PFEIFFER MARK J &	BRENDA G BEAGI	10140 JODY AVE CT N	STILLWATER MN 55082	10140 JODY AVE CT N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
15	1003021430004	BRyant HOWARD L &	DEBORAH	10170 JODY AVE CT N	STILLWATER MN 55082	10170 JODY AVE CT N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
16	1003021430003	ALIMOHAMMADI HOSSEIN &	MAGDALEN	10190 JODY AVE N	STILLWATER MN 55082	10190 JODY AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
17	1003021430009	SUBLETT ROSS &	PATRICIA H	10220 JODY AVE N	STILLWATER MN 55082	10220 JODY AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
18	1003021340005	NEWHOUSE ROBERT C &	HOLLIS Z BEAGI	10250 JODY AVE N	STILLWATER MN 55082	10250 JODY AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
19	1003021340004	TERWEY JULIE A	JAMES W WILKINS	10290 JODY AVE N	STILLWATER MN 55082	10290 JODY AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
20	1003021340003	REINKE DANIEL P &	WOODWARD CYNTHIA S &	10310 JODY AVE N	STILLWATER MN 55082	10310 JODY AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
21	1003021310010	SOUKNHINDY JONNY J &	JAMES W WILKINS	10320 JODY AVE N	STILLWATER MN 55082	10320 JODY AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
22	1003021310009	WOODWARD CYNTHIA S &	JOHN	10336 JODY AVE N	STILLWATER MN 55082	ADDRESS NOT ASSIGNED	55082	\$7,748.06	1	\$7,748.06
23	1003021310008	PECCHIA KARIN C &	PATRICIA M	10336 JODY AVE N	STILLWATER MN 55082	10336 JODY AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
24	1003021310007	LARSON GLENN C &	JOHN	10340 JODY AVE CT N	STILLWATER MN 55082	10340 JODY AVE CT N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
25	1003021310006	WEILER DENNIS H	PATRICIA M	10350 JODY AVE CT N	STILLWATER MN 55082-9393	10350 JODY AVE CT N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
26	1003021310005	KAREN C ABRAHAM REV TRS	JUANITA S	10360 JODY AVE CT N	STILLWATER MN 55082	10360 JODY AVE CT N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
27	1003021310004	BEHYMER BRUCE A &	BROOKE L	10370 JODY AVE CT N	STILLWATER MN 55082	10370 JODY AVE CT N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
28	1003021310003	MEINEN NICHOLAS A &	AMY M	10380 JODY AVE CT N	STILLWATER MN 55082	10380 JODY AVE CT N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
29	1003021310011	HANSEN CHAD W &	MARY ANNE	10325 JODY AVE N	STILLWATER MN 55082	10325 JODY AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
30	1003021420008	LINSEY JEROME A &	MARY ANNE	10317 JODY AVE N	STILLWATER MN 55082	10317 JODY AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
31	1003021430007	LARKIN LYNNETTE M	MARSHA C	10 HILLARY FARM LN	WHITE BEAR LAKE MN 55110	10169 JODY AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
32	1003021430008	KRIKAVA MICHAEL C &	KRISTA R	9696 101ST ST N	STILLWATER MN 55110	9696 101ST ST N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
33	1003021440002	BALL JEFFREY T &	AMY R	9820 101ST ST N	STILLWATER MN 55082	9820 101ST ST N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
34	1003021440004	HENNING MICHAEL L	REBECCA L	27420 LEAH LN	CHISAGO CITY MN 55013	ADDRESS NOT ASSIGNED	55082	\$7,748.06	1	\$7,748.06
35	1003021440006	HONNAYHR PAUL T &	PAMELA M	10260 IUNO AVE N	STILLWATER MN 55082	10260 IUNO AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
36	1003021410007	SALMEN ANDREW N &	REBECCA L	9925 103RD ST N	STILLWATER MN 55082	9925 103RD ST N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
37	1003021410008	RECH PAUL J &	PAMELA M	9865 103RD ST N	STILLWATER MN 55082	9865 103RD ST N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
38	1003021410009									

**CITY OF GRANT**  
**JOLIET AVE AND WOODLAND ACRES STREET IMPROVEMENT PROJECT**  
**FINAL ASSESSMENT ROLL**

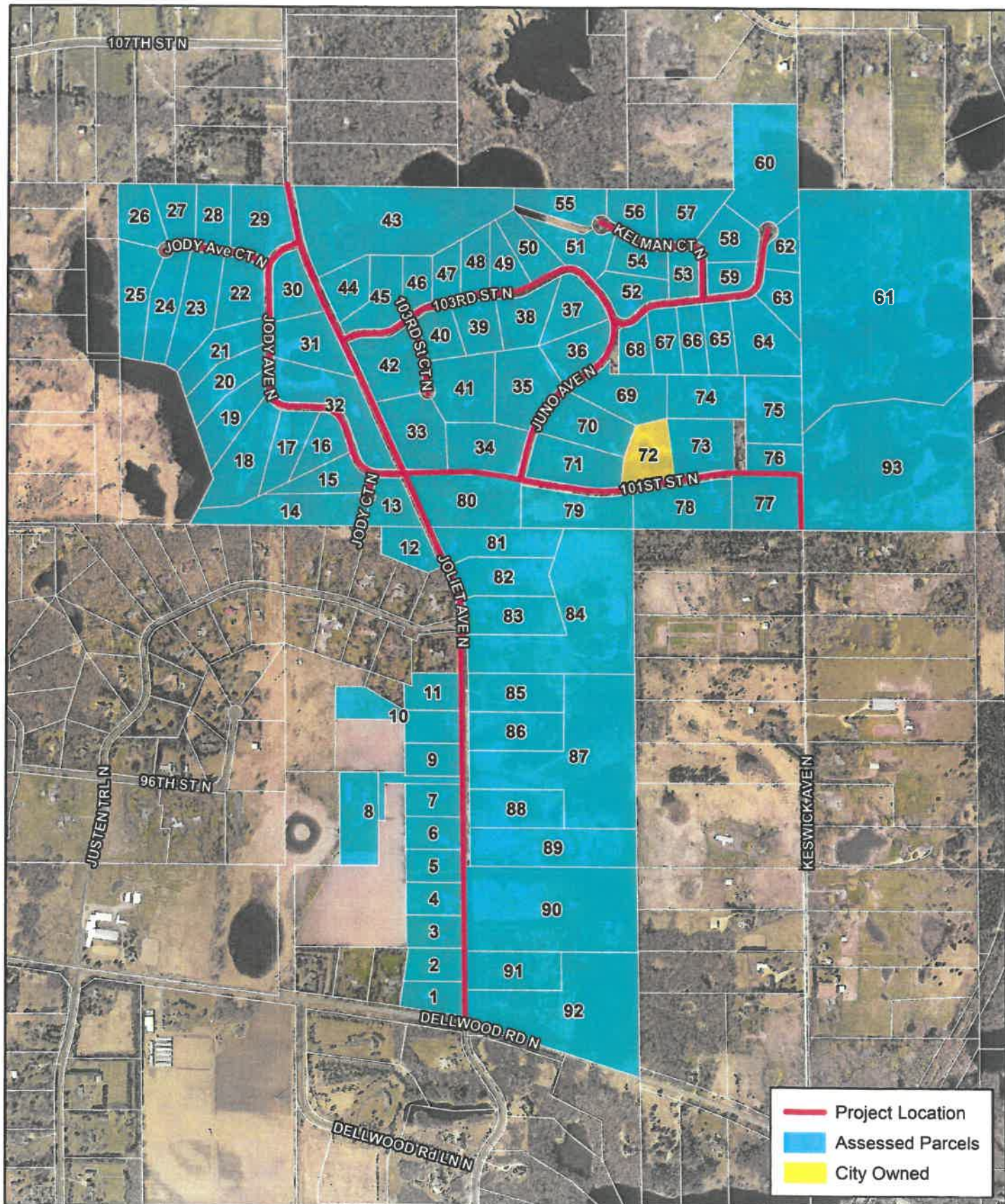
Updated: 10-14-20

MAP ID	PID	FEE OWNER TAX NAME 1	FEE OWNER TAX NAME 2	FEE OWNER ADDRESS	CITY/STATE/ZIP	PROPERTY ADDRESS	ZIP	BUILDABLE UNIT ASSESSMENT	BUILDABLE UNIT	PROPOSED TOTAL ASSESSMENT
39	1003021410010	PENDERGRAFT JERRY L &	SUSAN E	9805 103RD ST N	STILLWATER MN 55082	9805 103RD ST N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
40	1003021420007	HUNTER LINDA L		9745 103RD STREET CT N	STILLWATER MN 55082	9745 103RD STREET CT N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
41	1003021440003	PRESBREY GERALDINE M		9515 103RD STREET CT N	STILLWATER MN 55082	9515 103RD STREET CT N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
42	1003021430001	CHRISTIANSEN WALDO E		9655 103RD STREET CT N	STILLWATER MN 55082	9655 103RD STREET CT N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
43	1003021420006	PRESCOTT TRISHA &	BENJAMIN	10481 JOLIET AVE N	STILLWATER MN 55082	10481 JOLIET AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
44	1003021420004	TEDSON SCOTT &	CAITLIN	10339 JOLIET AVE N	STILLWATER MN 55082	10339 JOLIET AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
45	1003021420009	LORNTSON RICHARD A &	NANCY C	9730 103RD ST N	STILLWATER MN 55082	ADDRESS NOT ASSIGNED		\$7,748.06	1	\$7,748.06
46	1003021420002	LORNTSON RICHARD A &	NANCY	9730 103RD ST N	STILLWATER MN 55082	9730 103RD ST N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
47	1003021420001	GUTZMANN RANDALL W &	BARBARA J LUEHMANN	9760 103RD ST N	STILLWATER MN 55082	9760 103RD ST N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
48	1003021410005	CALHOUN CLYDE D &	SHARON K	9810 103RD ST N	STILLWATER MN 55082	9810 103RD ST N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
49	1003021410004	LITTLE BEAR PROPERTIES LLC		1572 MOSS ROCK DR	ESTES PARK CO 80517	9850 103RD ST N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
50	1003021410003	SUSAN M HARTZELL REV TRS		9890 103RD ST N	STILLWATER MN 55082	9890 103RD ST N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
51	1003021410002	WILLET JEREMY &	BROOKE	10440 KELMAN CT N	STILLWATER MN 55082	10440 KELMAN CT N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
52	1103021320015	HAAK ANDREW Q &	CAROL I	10030 103RD ST N	STILLWATER MN 55082	10030 103RD ST N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
53	1103021320014	WOODLAND ACRES CO		9730 103RD ST N	STILLWATER MN 55082	ADDRESS NOT ASSIGNED		\$7,748.06	1	\$7,748.06
54	1103021320013	WILLET JEREMY &	BROOKE	10440 KELMAN CT N	STILLWATER MN 55082	ADDRESS NOT ASSIGNED		\$7,748.06	1	\$7,748.06
55	1003021410001	WENZEL RONALD G &	SHIRLEY A	10450 KELMAN CT N	STILLWATER MN 55082	10450 KELMAN CT N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
56	1103021320012	MCNULTY BRIAN F &	NANCY K	10433 KELMEN CT N	STILLWATER MN 55082	10433 KELMAN CT N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
57	1103021320011	ROBERT K EGGE TRS ETAL		10411 KELMAN CT N	STILLWATER MN 55082-9439	10411 KELMAN CT N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
58	1103021320009	DONHOOG GWENDOLYN J &	BARRY R & DAVID D &	10401 KELMAN CT N	STILLWATER MN 55082	10401 KELMAN CT N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
59	1103021320010	DONHOOG DAVID D &	BRIAN M	10401 KELMAN CT N	STILLWATER MN 55082	ADDRESS NOT ASSIGNED		\$7,748.06	1	\$7,748.06
60	1103021320006	PRATT ERIC J &	BARBARA A	10210 103RD ST N	STILLWATER MN 55082	ADDRESS NOT ASSIGNED		\$7,748.06	1	\$7,748.06
61	1103021310002	CLAPP CATHARINE &	LYNN M	10205 103RD ST N	STILLWATER MN 55082	10210 103RD ST N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
62	1103021320007	PAKKONEN DALE R &	MARK WARD	13547 COURT CONNECTION	STILLWATER MN 55082	10203 103RD ST N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
63	1103021320006	EVANS JOHN S &	VANESSA	10191 103RD ST N	STILLWATER MN 55082	10203 103RD ST N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
64	1103021320005	WALSH ADAM	JOANNE M	10161 103RD ST N	STILLWATER MN 55082	10191 103RD ST N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
65	1103021320004	BERWALD STEPHANIE J &	ANDREW W	10121 103RD ST N	STILLWATER MN 55082	10161 103RD ST N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
66	1103021320003	HENRY S KNOILL JR TRS		10081 103RD ST N	STILLWATER MN 55082	10121 103RD ST N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
67	1103021320002	JOHNSON SCOTT L &	DEBORAH	10031 103RD ST N	STILLWATER MN 55082	10081 103RD ST N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
68	1103021320001	VOSS BETH M		10011 103RD ST N	STILLWATER MN 55082	10031 103RD ST N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
69	1003021440007	GRAETZER DAVID H &	AMANDA	10255 JUNO AVE N	STILLWATER MN 55082	10011 103RD ST N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
70	1003021440006	ALLEN PATRICK K &	KERRI STAHLCKER	10191 JUNO AVE N	STILLWATER MN 55082	10255 JUNO AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
71	1003021440005	BERGMANN CARL F &	KATHRYN N	10141 JUNO AVE N	STILLWATER MN 55082	10191 JUNO AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
72	1103021330006	CITY OF GRANT		PO BOX 577	WILLERNIE MN 55090	10141 JUNO AVE N, CITY OF GRANT	55082	\$7,748.06	0	\$0.00
73	1103021330005	MOLTOR MARK J &	PAMELA S	10120 101ST ST N	STILLWATER MN 55082	ADDRESS NOT ASSIGNED		\$7,748.06	1	\$7,748.06
74	1103021330004	VASKO ELIZABETH A &	RONALD K	10150 101ST ST N	STILLWATER MN 55082	10120 101ST ST N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
75	1103021330001	GRUBER RICHARD G		10190 101ST ST N	STILLWATER MN 55082	10150 101ST ST N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06

**CITY OF GRANT**  
**JOLIET AVE AND WOODLAND ACRES STREET IMPROVEMENT PROJECT**  
**FINAL ASSESSMENT ROLL**

Updated: 10-14-20

MAP ID	PID	FEE OWNER TAX NAME 1	FEE OWNER TAX NAME 2	FEE OWNER ADDRESS	CITY/STATE/ZIP	PROPERTY ADDRESS	ZIP	BUILDABLE UNIT ASSESSMENT	BUILDABLE UNIT	PROPOSED TOTAL ASSESSMENT
76	1103021330008	SATHER JUDD & HIETALA-CARVER GWYNN	MARTHA	10198 101ST ST N	STILLWATER MN 55082	10198 101ST ST N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
77	1103021330002	WINTER CHAD &	MARI	10050 KESWICK AVE N	STILLWATER MN 55082	10050 KESWICK AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
78	1103021330007	NOEL GARY R &	KRISTINE A	10077 101ST ST N	STILLWATER MN 55082	10077 101ST ST N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
79	1003021440008	SLACK PAUL E &	LISA A	9955 101ST ST N	STILLWATER MN 55082	9955 101ST ST N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
80	1003021440001	STELLMACH LUCAS P &	MAIJA R	9691 101ST ST N	STILLWATER MN 55082	9691 101ST ST N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
81	1503021110002	HEDSTRAND JASON W &	KRIS E	9909 JOLIET AVE N	STILLWATER MN 55082	9909 JOLIET AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
82	1503021110003	SCHULER MATTHEW R &	SHARON J	9871 JOLIET AVE N	STILLWATER MN 55082	9871 JOLIET AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
83	1503021110004	GENEREUX L JOSEPH &	RILEY S M	9819 JOLIET AVE N	STILLWATER MN 55082	9819 JOLIET AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
84	1503021110005	LENNES SEAN O &	DONNA L	9777 JOLIET AVE N	STILLWATER MN 55082	9777 JOLIET AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
85	1503021110006	MOSES JUSTINE K &	JORDAN F HAWKINSON	9735 JOLIET AVE N	STILLWATER MN 55082	9735 JOLIET AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
86	1503021140003	SCHANKERELI KEM	WENDY	9671 JOLIET AVE N	STILLWATER MN 55082	9671 JOLIET AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
87	1503021140004	WEISNER SCOTT &	SARAH J	9643 JOLIET AVE N	STILLWATER MN 55082	9643 JOLIET AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
88	1503021140005	OLSON DOUGLAS E &	MAUREEN A	9595 JOLIET AVE N	STILLWATER MN 55082	9595 JOLIET AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
89	1503021140002	9411 LLC	MAUREEN A	119 DAKOTA AVE S #9	TAMPA FL 33606	9411 JOLIET AVE N, CITY OF GRANT	55082	\$7,748.06	2	\$15,496.12
90	1503021410002	BENNETT RICHARD T &	LISA M TRS	9337 JOLIET AVE N	STILLWATER MN 55082	9337 JOLIET AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
91	1503021410004	9411 LLC	LISA M TRS	119 DAKOTA AVE S #9	TAMPA FL 33606	ADDRESS NOT ASSIGNED	55082	\$7,748.06	1	\$7,748.06
92	1503021410005	PADDOCK STEVEN J &	LISA M TRS	10025 KESWICK AVE N	STILLWATER MN 55082	10025 KESWICK AVE N, CITY OF GRANT	55082	\$7,748.06	1	\$7,748.06
93	1103021340001									

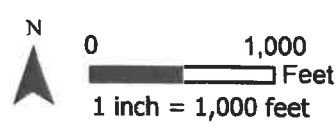


— Project Location  
— Assessed Parcels  
— City Owned



### Joliet Ave and Woodland Acres Street Improvement Project

Project Location  
City of Grant, MN



**CITY OF GRANT  
RESOLUTION NO. 2020-45**

**A RESOLUTION CERTIFYING SPECIAL ASSESSMENTS  
FOR THE JOLIET AVE AND WOODLAND ACRES STREET IMPROVEMENT PROJECT**

**WHEREAS**, pursuant to proper notice duly given as required by law, the Grant City Council (“Council”) has met, heard and passed upon all objections to the assessment for Joliet Ave and Woodland Acres Street Improvements Project, as a Capital Improvement Project for Fiscal Year 2020; and,

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

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

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

1. Such assessments, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. For single family residential properties such assessments shall be payable in equal annual installments extending over a period of 15 years and shall bear interest at the rate of 4.50 percent from the date of the adoption of this assessment resolution. To each subsequent installment, when due, shall be added interest for one (1) year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the city treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he/she may, at any time thereafter, pay to the city treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

**ADOPTED** this 2nd day of November 2020.

\_\_\_\_\_  
Jeff Huber, Mayor

Attest:

\_\_\_\_\_  
Kim Points, City Clerk