

**City of Grant  
City Council Agenda  
March 30, 2021**

*The regular monthly meeting of the Grant City Council will be called to order at 7:00 o'clock p.m. on Tuesday, March 30, 2021, in a teleconference format for the purpose of conducting the business hereafter listed, and all accepted additions thereto.*

**1. CALL TO ORDER**

**PUBLIC INPUT**

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

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_
- (5) \_\_\_\_\_

**2. PLEDGE OF ALLEGIANCE**

**3. APPROVAL OF REGULAR AGENDA**

**4. APPROVAL OF CONSENT AGENDA**

- A. March 2, 2021 City Council Meeting Minutes
- B. March 2021 Bill List, \$50,795.87

**C. Lawful Gambling Exempt Permit, Make a Wish Foundation, Loggers Trail Golf Course**

**5. STAFF AGENDA ITEMS**

**A. City Engineer, Brad Reifsteck**

**i. Consideration of Kimbro Avenue Paving Bids**

**ii. Consideration of KEJ Contract Extension**

**B. City Planner, Jennifer Swanson**

**i. Consideration of Resolution No. 2021- 05, Amended CUP, Indian Hills Golf Course**

**ii. Consideration of Interim Use Permit**

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

**6. NEW BUSINESS**

**A. Consideration of Ordinance No. 2021- 63, Comcast Franchise Agreement**

**B. Consideration of Resolution No. 2021-06, Summary Publication of Ordinance No. 2021-63**

**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 APRIL 1 THROUGH APRIL 30, 2021:**

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

**Stillwater Public Schools Board Meeting, Thursday, April 8<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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44

**DATE** : **March 2, 2021**  
**TIME STARTED** : **7:00 p.m.**  
**TIME ENDED** : **7:32 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 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**

February 2, 2021 City Council Meeting Minutes	Approved
February 2021 Bill List, \$43,508.87	Approved
Updated Assessor Contract	Approved

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

**STAFF AGENDA ITEMS**

**City Engineer, Brad Reifsteck**

1 **Consideration of City Speed Study** – City Engineer Reifsteck advised State Statute MN ST §  
2 169.14, subd. 5 allows cities to establish speed limits on local roads but must follow at a minimum  
3 the following steps:

- 4
- 5 • *Develop procedures to set speed limits based on the city's safety, engineering, and traffic*  
6 *analysis.*
- 7 • *Implement speed limit changes in a consistent and understandable manner*
- 8 • *Use methods to effectively communicate the change to the public.*
- 9

10 Should the City Council determine they would be in favor of reducing speed limits on local  
11 residential streets a formal policy would need to be adopted. WSB would assist the City in  
12 preparing documentation and policy.

13

14 A proposal in the amount of \$4154 was included for Council consideration.

15

16 **Council Member Rog moved to authorize the City Engineer to develop speed study, as**  
17 **presented. Council Member Giefer seconded the motion. Motion carried unanimously with a**  
18 **roll call vote.**

19

20 **Consideration of MS4 New Requirements** – City Engineer Reifsteck advised since the MS4 permit  
21 was updated and reissued in November 2020 the City has a two-part process to come into compliance  
22 with the new rules.

23

24 The first part is completing the reauthorization application. This application assesses the state of each  
25 MS4 program and identifies where there are gaps between the expired permit from 2013-2018 and the  
26 new rules. By completing a thorough, in-depth analysis first, we can identify what existing  
27 documentation is available to comply with the new permit requirements.

28

29 After this application is complete and approved by the MPCA, we'll take the gaps identified from the  
30 application and will shift to implementation to comply with the new rules. This will include  
31 ordinance revisions, supplementing their written procedures, developing maps, staff training, etc.

32

33 The City went through this exact process in 2014-2015 when the MS4 permit was updated in 2013.

34

35 WSB would assist the City in preparing documentation, application and implementation.

36

37 A proposal in the amount of \$6,348 is attached for Council's consideration.

38

39 **Council Member schaffer moved to authorize the City Engineer to update and prepre the City's**  
40 **MS4 permit, as presented. Council Member Rog seconded the motion. Motion carried**  
41 **unanimously with a roll call vote.**

42

43 **Consideration of 2021 Dust Control Bids** – City Engineer Reifsteck advised the City is solicited  
44 contractors for proposal for two applications of calcium chloride to control dust along gravel roads  
45 for Grant residents.

1 A quote package was sent to a few contractor’s the City has prior working experience. The results  
2 and summary was distributed to Council prior to the council meeting.

3  
4 City staff will recommend to Council a preferred contractor based upon cost, responsibility and prior  
5 experience working with the City.

6  
7 **Council Member Giefer moved to accept the Northern Salt 2021 Dust Control Bid, as**  
8 **presented. Council Member Schafer seconded the motion. Motion carried unanimously with a**  
9 **roll call vote.**

10  
11 **City Planner, Jennifer Swanson (no action items)**

12  
13 **City Attorney, Dave Snyder (no action items)**

14  
15 **NEW BUSINESS**

16  
17 **Consideration of Resolution No. 2021-04, Abatement of Certified Street Assessment – Staff**  
18 **advised an abatement for the deferred assessment that was approved at the last meeting must be**  
19 **adopted by resolution to remove the assessment from the 2021 certification.**

20  
21 **Council Member Schafer moved to adopt Resolution No. 2021-04, as presented. Council**  
22 **Member Rog seconded the motion. Motion carried unanimously with a roll call vote.**

23  
24 **UNFINISHED BUSINESS**

25  
26 There was no unfinished business.

27  
28 **DISCUSSION ITEMS (no action taken)**

29  
30 **Staff Updates (updates from Staff, no action taken)**

31  
32 **City Council Reports/Future Agenda Items**

33  
34 No items were placed on a future agenda.

35  
36 **COMMUNITY CALENDAR MARCH 3 THROUGH MARCH 31 2021:**

37 **Mahtomedi Public Schools Board Meeting, Thursday, March 11<sup>th</sup> and March 25<sup>th</sup>, Mahtomedi**  
38 **District Education Center, 7:00 p.m.**

39 **Stillwater Public Schools Board Meeting, Thursday, March 11<sup>th</sup>, Stillwater City Hall, 7:00 p.m.**

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

41  
42 **ADJOURNMENT**

43  
44 **Council Member Rog moved to adjourn the meeting at 7:32 p.m. Council Member Giefer**  
45 **seconded the motion. Motion carried unanimously.**

1  
2 These minutes were considered and approved at the regular Council Meeting March 30, 2021.

3  
4  
5  
6  
7  
8  
9

---

Kim Points, Administrator/Clerk

---

Jeff Huber, Mayor

DRAFT

Fund Name: 100 - General Fund

Date Range: 03/01/2021 To 03/23/2021

<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>
03/22/2021	Payroll Period Ending 03/31/2021	15167	March2021	N	Clerk Salary	100-41101-100-	\$ 4,086.66
	<b>Total For Check</b>	<b>15167</b>					<b>\$ 4,086.66</b>
03/22/2021	Kline Bros Excavating	15176	Road Maintenance	N	Grader Contractor	100-43101-301-	\$ 4,760.00
		15176			Culvert Repair	100-43111-301-	\$ 500.00
	<b>Total For Check</b>	<b>15176</b>					<b>\$ 5,260.00</b>
03/22/2021	Washington County Property Records	15177	Tax Levy Book	N	Audit Fees	100-41201-301-	\$ 35.00
	<b>Total For Check</b>	<b>15177</b>					<b>\$ 35.00</b>
03/22/2021	Press Publications	15178	PC Public Hearing	N	Publishing Costs	100-41308-351-	\$ 35.85
	<b>Total For Check</b>	<b>15178</b>					<b>\$ 35.85</b>
03/22/2021	Todd Smith	15179	Monthly Assessment Services - March	N	Property Assessor	100-41208-300-	\$ 2,173.00
	<b>Total For Check</b>	<b>15179</b>					<b>\$ 2,173.00</b>
03/22/2021	Washington County Public Works	15180	Snow and Ice	N	Ice and Snow Removal	100-43125-330-	\$ 3,164.90
	<b>Total For Check</b>	<b>15180</b>					<b>\$ 3,164.90</b>
03/22/2021	Lisa Senopole	15181	***VOID\$180.00***Video Tech - March	Y	Cable Costs	100-41212-100-	\$ -
	<b>Total For Check</b>	<b>15181</b>					<b>\$ -</b>
03/22/2021	AirFresh Industries	15182	PortaPot #43545	N	Town Hall Porta Pot	100-43007-210-	\$ 125.00
	<b>Total For Check</b>	<b>15182</b>					<b>\$ 125.00</b>
03/22/2021	Waste Management	15183	Recycling -	N	Recycling	100-43011-384-	\$ 5,164.32
	<b>Total For Check</b>	<b>15183</b>					<b>\$ 5,164.32</b>
03/22/2021	Jeff Huber	15184	City Computer Hardware	N	COVID Funds CARES	100-41990-200-	\$ 42.94
	<b>Total For Check</b>	<b>15184</b>					<b>\$ 42.94</b>
03/22/2021	CenturyLink	15185	City Phone	N	City Office Telephone	100-41309-321-	\$ 146.19
	<b>Total For Check</b>	<b>15185</b>					<b>\$ 146.19</b>
03/22/2021	Croix Valley Inspector	15186	Building Inspector	N	Building Inspection	100-42004-300-	\$ 16,394.06
	<b>Total For Check</b>	<b>15186</b>					<b>\$ 16,394.06</b>



Fund Name: 100 - General Fund

Date Range: 03/01/2021 To 03/23/2021

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
03/22/2021	Johnson Turner Legal	15187	February Billing	N	Legal Fees - General	100-41204-301-	\$ 867.25
		15187			Legal Fees - Complaints	100-41205-301-	\$ 2,228.25
		15187			Legal Fees - Prosecutions	100-41206-301-	\$ 1,900.00
		<b>15187</b>					<b>\$ 4,995.50</b>
03/22/2021	WSB & Associates	15188	Engineering - February	N	Engineering Fees - General	100-41203-300-	\$ 1,669.25
		15188			Special Road Projects	100-43128-300-	\$ 2,160.00
		15188			Utility/ROW Permits	100-43132-300-	\$ 138.00
		15188			Grading Permit	100-43135-300-	\$ 415.50
		<b>15188</b>					<b>\$ 4,382.75</b>
03/22/2021	Sprint	15189	City Cell Phone	N	Road Expenses - Other	100-43116-321-	\$ 38.98
		<b>15189</b>					<b>\$ 38.98</b>
03/22/2021	PERA	15190	PERA	N	Clerk PERA	100-41102-120-	\$ 411.70
		15190			Clerk PERA Withholding	100-41108-100-	\$ 356.81
		<b>15190</b>					<b>\$ 768.51</b>
03/22/2021	SHG, LLC	15191	Planning Services	N	City Planner	100-41209-300-	\$ 2,295.00
		<b>15191</b>					<b>\$ 2,295.00</b>
03/22/2021	Lisa Senopole	15192	Video Tech - March	N	Cable Costs	100-41212-100-	\$ 90.00
		<b>15192</b>					<b>\$ 90.00</b>
03/22/2021	IRS	EFT141	Payroll Taxes	N	Clerk FICA/Medicare	100-41103-100-	\$ 419.94
		EFT141			Clerk Medicare	100-41105-100-	\$ 79.60
		EFT141			Federal Withholding	100-41107-100-	\$ 417.75
		EFT141			Social Security Expens	100-41109-100-	\$ 340.34
		<b>EFT141</b>					<b>\$ 1,257.63</b>
03/23/2021	Xcel Energy	15193	Utilities	N	Town Hall Electricity	100-43004-381-	\$ 336.35
		15193			Street Lights	100-43117-381-	\$ 3.23
		<b>15193</b>					<b>\$ 339.58</b>
		<b>15193</b>					<b>\$ 50,795.87</b>

MINNESOTA LAWFUL GAMBLING  
**LG220 Application for Exempt Permit**

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

**Application Fee (non-refundable)**

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

**ORGANIZATION INFORMATION**

Organization Name: Make-A-Wish Foundation of Minnesota Previous Gambling Permit Number: X-27334-20-042  
Minnesota Tax ID Number, if any: \_\_\_\_\_ Federal Employer ID Number (FEIN), if any: 41-1422893  
Mailing Address: 1919 University Avenue West, Suite 415  
City: Saint Paul State: MN Zip: 55104 County: Ramsey  
Name of Chief Executive Officer (CEO): Mia Broos Hoagberg  
CEO Daytime Phone: 612-767-2753 CEO Email: mhoagberg@mn.wish.org  
(permit will be emailed to this email address unless otherwise indicated below)  
Email permit to (if other than the CEO): awiesneth@mn.wish.org

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

- Fraternal       Religious       Veterans       Other Nonprofit Organization

**Attach a copy of one of the following showing proof of nonprofit status:**

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- A current calendar year Certificate of Good Standing**  
Don't have a copy? Obtain this certificate from:  
MN Secretary of State, Business Services Division      Secretary of State website, phone numbers:  
60 Empire Drive, Suite 100      [www.sos.state.mn.us](http://www.sos.state.mn.us)  
St. Paul, MN 55103      651-296-2803, or toll free 1-877-551-6767
- IRS income tax exemption (501(c)) letter in your organization's name**  
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**  
If your organization falls under a parent organization, attach copies of both of the following:  
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and  
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Loggers Trail Golf Course  
Physical Address (do not use P.O. box): 11950 80th St N  
Check one:  
 City: Stillwater Zip: MN County: Washington  
 Township: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_  
Date(s) of activity (for raffles, indicate the date of the drawing): 5/22/21

Check each type of gambling activity that your organization will conduct:

- Bingo       Paddlewheels       Pull-Tabs       Tipboards       Raffle

**Gambling equipment** for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

**LG220 Application for Exempt Permit**

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**

<p style="text-align: center;"><b>CITY APPROVAL</b> for a gambling premises located within city limits</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: _____</p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date: _____</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 20px;"> <p><b>The city or county must sign before submitting application to the Gambling Control Board.</b></p> </div>	<p style="text-align: center;"><b>COUNTY APPROVAL</b> for a gambling premises located in a township</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p> <p><b>TOWNSHIP (if required by the county)</b> On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>
--	---

**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature must be CEO's signature; designee may not sign)

Print Name: \_\_\_\_\_

<p><b>REQUIREMENTS</b></p> <p><b>Complete a separate application for:</b></p> <ul style="list-style-type: none"> <li>• all gambling conducted on two or more consecutive days; or</li> <li>• all gambling conducted on one day.</li> </ul> <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p><b>Financial report to be completed within 30 days after the gambling activity is done:</b> A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p><b>MAIL APPLICATION AND ATTACHMENTS</b></p> <p><b>Mail application with:</b></p> <p>_____ a copy of your proof of nonprofit status; and</p> <p>_____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is <b>\$100</b>; otherwise the fee is <b>\$150</b>. Make check payable to <b>State of Minnesota</b>.</p> <p><b>To:</b> Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p><b>Questions?</b> Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>
--	--

<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the</p>	<p>application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-</p>	<p>ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management &amp; Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
---	--	--

This form will be made available in alternative format (i.e. large print, braille) upon request.

## 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: March 22, 2021

Re: Kimbro Avenue Paving

---

### Actions to be considered:

- Approve and Award bid for bituminous paving of Kimbro Avenue

### Facts:

Kimbro Avenue roadway was raised last fall just north of 75<sup>th</sup> Street to accommodate flooding. Roadway was left with a gravel surface until sometime in the future when flood waters had receded sufficiently enough to pave.

The City is soliciting contractors for proposal for paving Kimbro Avenue.

A request for quotes were sent to four paving contractors whom the City has work with previously. TA Schifsky and Sons, Inc was the low bidder with a lump sum amount of \$31,640. The result summary is attached for review.

City staff recommends award to TA Schifsky and Sons, INC in the amount of \$31,640 for bituminous paving work on Kimbro Avenue.

**Action:** Discussion. Award bid to TA Schifsky and Sons.

## BID TABULATION SUMMARY

**PROJECT:**  
Kimbro Avenue Paving

**OWNER:**  
City of Grant, MN

**WSB PROJECT NO.:**  
017352-000

**BIDS OPENED:** Monday, March 22, 2021, at 10:30 a.m. Local Time

Contractor	Grand Total Bid
1 Schifsky	\$31,640.00
2 MPM Minnesota	\$35,820.00
4 ARC Paving	\$41,600.00
3 Northwest Asphalt	\$44,295.25

I hereby certify that this is a true and correct tabulation of the bids as received on March 22, 2021.

Brad A. Reifsteck, PE, Sr. Project Manager

 Denotes corrected figure

T. A. Schifsky & Sons, Inc.  
 2370 Highway 36 East  
 North St. Paul, MN 55109  
 Phone (651) 777-1313  
 Fax (651) 777-7843  
[www.taschifsky.com](http://www.taschifsky.com)



PROPOSAL				
<b>Bid To:</b>	City of Grant	<b>Attention:</b>	Brad Riefsteck	
<b>Job:</b>	Kimbro Ave	<b>Address:</b>	P.O Box 577	
<b>Location:</b>	96 - North	<b>Phone:</b>	612.214.7073	
<b>Addendums:</b>			Willernie, MN 55090	
<b>Date:</b>	3/18/2021	<b>Email:</b>	breifsteck@wsbenq.com	
<b>We propose the following for the above referenced project:</b>				
<b>Parking Lot - 1650 SY</b>				
	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
<i>Pave road</i>				
Mill to a depth of 4 inches at tie in points				
Tolerance Road at 2.5% and compact				
Apply Hot Tack Oil to curbs				
Install A 4" Compacted Mat Of MNDOT SPWEB240- 2lifts Bituminous				
Stripe Lot				
<b>Lump Sum Total =</b>				<b>\$31,640.00</b>
<b>Notes:</b>	<i>Bid is based on SY listed above and provided plans.</i>			

**Contractor's Guarantee**

*We guarantee all material used in this contract to be as specified above and the entire job to be done in a neat, workmanlike manner. Bid is based on quantities stated. Any variations from plan or alterations requiring extra labor or material will be performed only upon written order and billed in addition to the sum covered by this contract. Prices are for 2020 unless otherwise specified.*

Thank you for the opportunity to quote. If you have any questions please do not hesitate to call.

**T.A. Schifsky & Sons, Inc. (Affirmative Action, Equal Opportunity Employer)**

By: \_\_\_\_\_ Date 3/18/2021  
 Rob Stangler - Project Manager/Estimator

Accepted By: \_\_\_\_\_ Date \_\_\_\_\_  
 (Bid must be signed and returned)

*Due to the rising cost of asphalt oil fuel, we can only honor our quotes for 30days. After 30 days bids/quotes are subject to our review and possible cost increase. Payment due upon completion.*  
 C:\Users\Rstangler\Desktop\Grant



## 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: March 22, 2021

Re: Roadway Contractor - KEJ Enterprises Contract Renewal

---

### Actions to be considered:

- Approve contract renewal with KEJ Enterprises

### Facts:

1. KEJ Enterprises has provided roadway services for the City of Grant since 2015 at the rate of \$9000 per month.
2. The Council agreed to a one-year extension of the existing contract last summer with an increase of 3% starting in January 2021. The new two-year agreement includes the 3% increase for a monthly payment of \$9270.
3. The current contract expires on May 5, 2021. If approved, the new contract would be in effect until May 5, 2023.

**Action:** Discussion. Approve contract with KEJ Enterprises.

**Attachment:** Agreement

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is entered into as of the 5th day of May, 2021, by and between the **CITY OF GRANT**, a Minnesota municipal corporation (“**GRANT**”) and KEJ Enterprises, Inc. (“**CONTRACTOR**”).

### Recitals

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

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

### Agreement

#### 1. Performance by CONTRACTOR

GRANT engages CONTRACTOR to furnish the services described in the Statement of Work attached to this Agreement, and incorporated herein by reference as **Exhibit A** and CONTRACTOR agrees to provide Roadway Contractor services (the “Services”) specified in the Statement of Work.

#### 2. Payment for Services

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

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

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

d. *Miscellaneous.* CONTRACTOR agrees to execute such affidavits and receipts as GRANT shall request in order to acknowledge payment by GRANT. CONTRACTOR acknowledges that its federal employer tax identification number, provided to GRANT is correctly set forth in the Statement of Work attached to this Agreement.



### **3. Independent Contractors**

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

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

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

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

### **4. Business of Contractor**

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

### **5. Employees of Contractor**

CONTRACTOR shall be solely responsible for paying its employees. CONTRACTOR shall be solely responsible for paying any and all taxes, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing and other benefits for the CONTRACTOR and its employees, servants and agents.

### **6. Obligations of CONTRACTOR**

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

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

## **7. Obligations of GRANT**

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

## **8. Insurance**

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

## **9. Termination**

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

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

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

## **10. Risk**

CONTRACTOR shall perform the Services at its own risk. GRANT will not reimburse CONTRACTOR for any expenses incurred by CONTRACTOR as a result of services rendered

under this Agreement, including, but not limited to, car-related expenses, telephone expenses, and or other business related expenses.

#### **11. Limitation of Liability**

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

#### **12. Indemnity and Warranty**

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

#### **13. Assignment**

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

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

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

#### **14. Miscellaneous**

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

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

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

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

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

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

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

**GRANT:**

**CONTRACTOR:**

CITY OF GRANT

\_\_\_\_\_  
By:

Its: Mayor

\_\_\_\_\_  
By:

ATTEST

\_\_\_\_\_  
By:

Its: City Clerk

**EXHIBIT A**

**STATEMENT OF WORK**

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

**EXHIBIT B**  
**RATE SCHEDULE**

The contractor shall be paid a monthly rate of \$9270.

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

**2021 - 2023 Pricing**

**Snow Removal**

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

**Sand/Salt**

- \$75.00/hour: Sand/salt application

**DIVISION 1**

---

**GENERAL REQUIREMENTS**

SUMMARY OF WORK .....1  
REFERENCE SPECIFICATIONS .....1  
SNOW REMOVAL OPERATIONS .....1  
EQUIPMENT .....2  
MATERIALS .....3  
OPERATION & MAINTENANCE.....3  
HOURLY RATES.....3  
PERFORMANCE REQUIREMENTS .....4  
COMPENSATION .....5

# DIVISION 1

---

## GENERAL REQUIREMENTS

### SUMMARY OF WORK

This Contract is to provide planned and emergency snow removal operations on roadways within the City of Grant, MN. The City requires snow removal for 63 miles of roadway, with 32 miles being paved and 31 miles being gravel surfaces. The paved roadways are approximately 22 to 32 feet wide, and the gravel roadways are 20 to 25 feet wide.

It is the Contractor's responsibility to determine how many operators and pieces of equipment will be required to comply with the City's snow removal policy stated herein.

It is strongly recommended that the Contractor attend the council meeting that the project is awarded on.

#### Administration:

The Contractor will be directed by the City's Road Commissioner or designated representative.

A second year of the contract may be available at the City's discretion. If the contract is extended the same unit prices shall apply for duration of the extension.

### REFERENCE SPECIFICATIONS

This work shall be done in accordance with the Minnesota Department of Transportation's "Standard Specifications for Construction" (referenced "Mn/DOT") 2014 Edition, Special Provisions, and any amendments thereto.

All references to the word "Engineer" in reference specifications shall be interpreted as the Engineer for the Owner.

### SNOW REMOVAL OPERATIONS

#### Commencement of Operations:

The Contractor is to commence snow removal operations as required for emergency services, as directed by the City, or according to the following conditions:

1. Snow accumulation of 2" or as directed by the City
2. Icing pavements may warrant partial or full operations depending upon extent and conditions.
3. Drifting of snow may warrant commencement of partial of full operations depending upon conditions.

#### Snow Plowing Operations:

Snow should be plowed to minimize traffic obstructions. The snow shall be pushed from the center with the discharge going onto the boulevard area of the right-of-way.

Plowing operations should be consistent with the City's Snow Plowing Policy.



### Suspension of Operations:

Generally, operations shall continue until all roads are passable. Widening and clean up operations may continue immediately or on the following day depending upon conditions and circumstances. Safety of the plow operators and the public is important. Operations may be suspended during periods of limited visibility. Any decisions to suspend operations for safety concerns of the operators or public shall be made by the Contractor and be based on the conditions of the storm. The Contractor shall still provide access for emergency fire, police, and medical services whenever possible.

### **EQUIPMENT**

The Contractor shall have appropriate equipment to complete the job in an efficient and effective manner as expected. The Contractor must have sufficient plowing vehicles with sand/salt spreading capabilities (tandem axle dump trucks with plow and plow wing).

#### Tandem Axle Dump Trucks:

The Contractor shall have a minimum of one tandem-axle truck. The tandem truck shall have rear wheel drive capabilities, minimum of 32,000 G.V.W., shall be equipped with a front-end plow and wing with a minimum moldboard width of 18.0'. Equivalent equipment that has the same capabilities to remove snow and apply sand/salt mixtures may be proposed.

#### Single Axle Dump Trucks:

If used, single axle dump trucks shall have the following requirements. Each single axle truck shall have rear wheel drive capabilities, minimum of 32,000 G.V.W., shall be equipped with a front-end plow and wing with a minimum moldboard width of 18.0'. Equivalent equipment that has the same capabilities to remove snow and apply sand/salt mixtures may be proposed. A minimum of one tandem axle truck must be used prior to using any single axle trucks.

#### Front End Loader:

The Contractor shall have a front end loader with a minimum 2 C.Y. bucket.

#### Motor Grader:

No motor graders will be allowed for snow removal on paved surfaces unless directed by the Road Commissioner.

#### Accessories & Safety Equipment:

All vehicles shall be properly equipped and outfitted to meet all local, county, state or federal laws required for emergency snow removal operations. They shall provide the operator with full visibility in all directions and shall have a back-up warning system. The operator's cab shall be fully enclosed and properly equipped with all equipment necessary to allow the efficient and safe operation of that vehicle. The City reserves the right to reject at any time, without notice to the Contractor, any vehicle that does not appear to comply with all rules or regulations required for snow removal operations. Rejection of vehicle acceptability will also take into consideration the condition and limitations of operation of the vehicle or its accessory equipment.

#### Vehicle Designation/Replacement:

The Contractor shall provide the City with the vehicle identification number within ten days of the execution of this contract. After inspection by the City, those vehicles acceptable for performance under this Contract will be verified by the City. Except for emergencies, any planned substitution or replacement of previously approved equipment shall require prior approval by the City.

### **MATERIALS**

#### Sand/Salt Mixture:

The Contractor shall use Washington County's salt supply during snow removal.

The sand/salt mixtures shall be applied to provide additional safety at intersections, shape curves, and steep hills. The application rate and location of the sand/salt mixtures shall be at the discretion of the operator or as directed by the City.

### **OPERATION & MAINTENANCE**

#### Operator:

The Contractor shall ensure that the operator provided with each piece of equipment is fully trained and properly licensed with the State of Minnesota to operate his primary snow removal vehicle or any anticipated replacement. The Contractor shall make every effort possible to ensure that the same operator performs the snow removal operation during the length of the Contract. The Contractor is responsible for the safety of the operators.

#### Parts & Fuel:

The hourly rates under this Contact shall cover all operation and maintenance expenses including but not limited to fuel, lubricants, supplies and support services. It shall also include depreciation on the vehicle and related equipment including the repair, maintenance and replacement of all materials and supplies including cutting edges. It shall also include all labor, tools and equipment necessary for making any and all repairs or replacements which may be necessary to keep and maintain the machine and all parts thereof in proper and safe working order and serviceable repair. No additional compensation shall be granted to the Contractor for increased fuel costs.

#### Storage:

The Contractor shall assume all responsibility and costs associated with maintaining proper and necessary protection/shelter/storage for the vehicle, and sand/salt mixtures.

### **HOURLY RATES**

#### Quantities:

Hourly rates shall be rounded to the nearest 0.25 (quarter) hour.

#### Premium/Overtime:

No premium calculation or additional adjustment shall be given to the rates bid for any hours worked regardless of day, date, time of day or consecutive hours worked in any given snow removal operation or calendar week.

Nonproductive/Downtime:

The hourly rate shall be paid for the actual number of hours machines are operated within City limits for the purpose of snow removal under this Contract. The City shall not be responsible for payment for any time taken for rest or meal breaks.

**PERFORMANCE REQUIREMENTS**

Personnel:

The Contractor shall provide the City with the name, address, and telephone number(s) for at least two designated contact personnel responsible for insuring response to emergency issues and City supervision or concerns. The Contractor shall ensure that at least one of the contact persons is available and accessible 24 hours per day, 7 days per week.

Response Time:

The Contractor shall insure that the equipment and operator are ready and able to continuously provide snow removal services through the completion of the roadways designated on the City map to the satisfaction of the City. The City map in is provided to give an idea of which streets are required to be plowed. The actual plow routes may change as directed by the Road Commissioner. The Contractor shall not allow any given operator to work more than 16 consecutive hours without an eight hour break. The Contractor shall be responsible for providing replacement personnel if snow removal operations require more than 16 consecutive hours of operation.

Down Time:

The Contractor shall ensure that all equipment provided is maintained in a proper manner to minimize required maintenance or emergency repairs during the performance of snow removal operations. If, once commencing a snow removal operation, a piece of equipment becomes disabled and nonfunctional for a period of 3 hours, the Contractor shall provide a satisfactory replacement vehicle and operator if necessary at no additional cost to the City.

Communication:

The Contractor shall provide a method for continuous communication (cellular phone, two-way radio, etc.) between equipment operator and Contractor's designated personnel available for contact by the City. The Contractor shall ensure that equipment operators, via Contractor's designated City contact, maintain full availability for communication at all times during snow removal operations.

Authority/Direction:

The Contractor and his designated operators shall respond to all directions given by the City in a positive, courteous, and timely manner during snow removal operations. The City reserves the right to reject any piece of equipment or operator from continued or further engagement of service due to incompetence, insubordination, or inability of the piece of equipment to function properly for the requested service.

The Contractor shall follow the pre-approved route agreed upon by the Contractor and the City.

Protection of Gravel Roads:

The Contractor shall minimize the removal of gravel from road surfaces during snow removal operations. This may be accomplished by the use of a skid plate installed on the plow or equivalent protective devices. The use of a skid plate and/or protection of gravel surfacing shall be incidental to applicable hourly rates.

Law Obedience:

The Contractor and his designated operators shall be responsible for their actions and compliance with all regulatory laws and ordinances governing the operation of the machine while performing snow removal operations for the City.

Property Damage:

The Contractor shall be responsible for all damage to private as well as public property (including public utilities) due to its own or its employee's negligence in performing snow removal operations. The Contractor will receive a \$50 deduct for each mailbox that is damaged through snow removal operations. The City will compensate each residence for damaged mailboxes.

Road Commissioner/Engineer Authority:

The City reserves the right to employ an outside Contractor(s) to plow and/or sand/salt roadways. The Contractor shall not make claims against the City if they employ outside Contractor(s) to complete any plowing and/or sand and salt work.

**COMPENSATION**

Payment Schedule:

All pay requests must be prepared and submitted by the Contractor for approval to the City. All pay requests will be presented to the City Council at their monthly meeting held the first Tuesday of each month. Pay requests must be submitted and approved the Wednesday two weeks prior to City Council meetings.

Down Time:

No payment shall be made for any nonproductive or down time exceeding 10% of any singular snow removal operation. Compensable time shall include all time spent performing the snow removal operations subject to the exclusions identified herein and shall include only travel time within the City limits.

Penalties:

If the Contractor is unable to respond to a given snow removal operation within 4 hours of the identified criteria, 5% of the Contractor's eligible payment for the duration of that snow removal operation will be deducted for each 1/2 hour or portion thereof beyond 4 hours to when the operation begins.

## DIVISION 2

---

### SPECIAL PROVISIONS

2583 - SAND/SALT APPLICATION .....	1
2583 - SNOW REMOVAL.....	1
PROPERTY DAMAGE .....	1

## DIVISION 2

---

### SPECIAL PROVISIONS

#### 2583 - SAND/SALT APPLICATION

It is anticipated that icy conditions will occur with small snow events and require sand/salt applications. This pay item is only to be used when snow removal is not required.

Sand/Salt Application: Payment shall be at the unit price bid per hour for applying sand/salt mixture in icy conditions including labor, equipment, materials and appurtenant costs associated with use equipment/operator operations for applying sand/salt mixtures.

#### 2583 - SNOW REMOVAL

The hourly rates are to include operator, equipment and appurtenant work used for snow removal operations in the City. It is assumed that multiple pieces of equipment will be required to remove snow in the time frame specified in Division 1. Approved equal equipment must be capable of removing snow within the same time frame as a dump truck and must be approved by the Road Commissioner and/or Engineer.

Each snow removal operation shall be paid according to the hours of snow removal completed, regardless of the depth of snowfall.

Dump Truck Single Axle: Payment shall be at the unit price bid per hour including equipment, operator, and costs associated with use this equipment for the purposes of snow removal.

Tandem Axle Dump Truck: Payment shall be at the unit price bid per hour including equipment, operator, and costs associated with use this equipment for the purposes of snow removal.

#### PROPERTY DAMAGE

The Contractor shall make every attempt not to damage private property. The Contractor shall be responsible for damage to private and public property (including public utilities) due to its own or its employee's negligence in performing snow removal operations.

The Contractor shall evaluate the project area prior to any snow removal operations. Any areas or items of concern in relation to potential property damage that would occur under normal snow removal operations shall be submitted to the City. This is intended to identify items that are improperly placed or maintain within City right-of-ways.

The Contractor shall process and resolve all claims submitted by affected property owners of the City of Grant in a timely manner.

Any private property damaged from physically being struck by a plow blade, wing, or other piece of equipment will be the Contractor's responsibility to repair or replace in-kind or to reimburse the property owner for the in-kind replacement value, and be considered incidental to the project. This includes but is not limited to fence and driveway apron repair.

Any mailbox damaged from physically being struck by a plow blade, wing, or other piece of equipment will result in a \$50 deduct for the Contractor. The City will compensate the homeowner \$50 for a damaged mailbox.

Pd 2/3 \$3,000 #15982  
\$400 #15981

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



Phone: 651.426.3383  
Fax: 651.429.1998  
Email: clerk@cityofgrant.com

Application Date:	2/3/2021
Fee: \$400	Escrow: \$3,000

## CONDITIONAL USE PERMIT

Certain uses, while generally not suitable in a particular Zoning District, may, under certain circumstances be acceptable. When such circumstances exist, a Conditional Use Permit may be granted. Conditions may be applied to the issuance of the Permit and/or periodic review may be required. The Permit shall be granted for a particular use and not for a particular person or firm.

<b>PARCEL IDENTIFICATION NO (PIN):</b> <b>LEGAL DESCRIPTION:</b> 26.030.21.34.0001 33 Ac 26.030.21.43.0001 40 Ac		<b>ZONING DISTRICT &amp; COMP PLAN LAND USE:</b> A2  <b>LOT SIZE:</b>
<b>PROJECT ADDRESS:</b> 6667 Reats Ave Grant, mn 55082	<b>OWNER:</b> Name: Indian Hills G.C. Address: 6667 Reats Ave City, State: Grant, mn Phone: 612-749-4901 Email: mike@ihgolf.com	<b>APPLICANT (IF DIFFERENT THAN OWNER):</b> Mike Regan for Indian Hills Golf Club 612-749-4901 mike@ihgolf.com
<b>BRIEF DESCRIPTION OF REQUEST:</b> Request amendment of property desc. in CUP/PUD to include additional acres that new golf holes were built on.		
<b>EXISTING SITE CONDITIONS:</b> site has been cleared, graded and seeded and turf is now growing in.		
<b>APPLICABLE ZONING CODE SECTION(S):</b> Please review the referenced code section for a detailed description of required submittal documents, and subsequent process. 1. Division 5. Conditional Use Permits 32-141 through 157		

### Submittal Materials

The following materials must be submitted with your application in order to be considered complete. If you have any questions or concerns regarding the necessary materials please contact the City Planner.

AP - Applicant check list, CS - City Staff check list

AP	CS	MATERIALS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Site Plan:</b> All full scale plans shall be at a scale not smaller than 1" = 100' and include a north arrow <ul style="list-style-type: none"> <li>▪ Property dimensions</li> <li>▪ Area in acres and square feet</li> <li>▪ Setbacks</li> <li>▪ Location of existing and proposed buildings (including footprint, and dimensions to lot lines)</li> <li>▪ Location of utilities</li> <li>▪ Location of well and septic systems on adjacent properties</li> <li>▪ Location of current and proposed curb cuts, driveways and access roads</li> <li>▪ Existing and proposed parking (if applicable)</li> <li>▪ Off-street loading areas (if applicable)</li> <li>▪ Existing and proposed sidewalks and trails</li> <li>▪ Sanitary sewer and water utility plans</li> </ul> COPIES: 4 plans at 22"x34", 20 plans at 11"x17"

Application for: **CONDITIONAL USE PERMIT**  
City of Grant


<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p><b>Grading/Landscape Plan:</b> All full scale plans shall be at a scale not smaller than 1" = 100' and include a north arrow</p> <ul style="list-style-type: none"> <li>▪ Grading Plan</li> <li>▪ Vegetation, landscaping, and screening plans including species and size of trees and shrubs</li> <li>▪ Wetland Delineation</li> <li>▪ Buildable area</li> <li>▪ Topographic contours at 2-foot intervals, bluff line (if applicable)</li> <li>▪ Waterbodies, Ordinary High Water Level and 100 year flood elevation</li> <li>▪ Finished grading and drainage plan sufficient to drain and dispose of all surface water accumulated</li> </ul> <p>COPIES: 4 plan sets 22"x34", 20 plan sets 11"x17"</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p><i>N/A</i></p> <p><b>Architectural/Building Plan (if Applicable):</b> All full scale plans shall be at a scale not smaller than 1" = 100' and include a north arrow</p> <ul style="list-style-type: none"> <li>▪ Location of proposed buildings and their size including dimensions and total square footage</li> <li>▪ Proposed floor plans</li> <li>▪ Proposed elevations</li> <li>▪ Description of building use</li> </ul> <p>COPIES: 4 plan sets 22"x34", 20 plan sets 11"x17"</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p><b>Written Narrative Describing your request:</b> A written description of your request for the Conditional Use will be required to be submitted as a part of your application. The description must include the following:</p> <ul style="list-style-type: none"> <li>▪ Description of operation or use</li> <li>▪ Number of employees (if applicable, if not state why)</li> <li>▪ Sewer and water flow/user rates (if applicable, if not state why)</li> <li>▪ Any soil limitations for the intended use, and plan indicating conservation/BMP's</li> <li>▪ Hours of operation, including days and times (if applicable)</li> <li>▪ Describe how you believe the requested conditional use fits the City's comprehensive plan</li> </ul> <p>COPIES: 20</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Statement acknowledging that you have contacted the other governmental agencies such as Watershed Districts, County departments, State agencies, or others that may have authority over your property for approvals and necessary permits.
<input type="checkbox"/>	<input type="checkbox"/>	Mailing labels with names and address of property owners within ¼ mile (1,320 feet).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Paid Application Fee: \$400
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escrow Paid: \$3,000

**MATERIALS THAT MAY BE REQUIRED UPON THE REQUEST OF THE CITY PLANNER**

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p><b>Survey of the property:</b> An official survey, by a licensed surveyor, must be submitted with the application. The survey shall be scalable and in an 11" x 17" or 8 ½" x 11" format.</p>
<input type="checkbox"/>	<input type="checkbox"/>	Electronic copy of all submittal documents

This application must be signed by ALL owners of the subject property or an explanation given why this not the case.

We, the undersigned, have read and understand the above.

  
Signature of Applicant

2/3/2021  
Date

\_\_\_\_\_  
Signature of Owner (if different than applicant)

\_\_\_\_\_  
Date



City of Grant

2/3/2021

### Indian Hills Golf Club Conditional Use Permit Narrative

We are requesting an amendment to the property description for the Indian Hills Golf Club CUP/PUD.

In the spring of 2020 flooding was more extensive than we have seen in 50 years and water from Sunnybrook Lake overflowed onto the golf course and completely covered parts of our 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> holes rendering them unplayable. Since we will not be able to recover these holes in the foreseeable future it became necessary to build three new golf holes to replace those which were flooded in order to maintain 18 playable golf holes.

In May of 2020 the City Of Grant issued Indian Hills G.C. grading and clearing permits to enable us to begin construction of 3 new golf holes to replace those which were under water. The new holes were built on vacant land adjoining our existing course. The new holes were graded over the summer of 2020 and during the fall of 2020 they were seeded to grow in. We expect that these holes should be ready to play by June of 2021 or shortly thereafter.

We understood when we began construction that in order to use the new holes as a part of our golf course we would need to amend our current CUP/PUD legal description by adding the legal description for the land the new holes are built on. The area of the flooded holes is still in our CUP/PUD legal description and we will not ask to have that property removed from our CUP/PUD legal description at this time.

Exhibit A A map of the original routing which goes east towards the low area near Keats Ave., our 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> holes were unplayable last summer due to flooding. The new routing is shown and it goes north easterly from our 4<sup>th</sup> green, the new 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> holes play towards higher ground to eliminate the low area and the potential of being flooded out in the future.

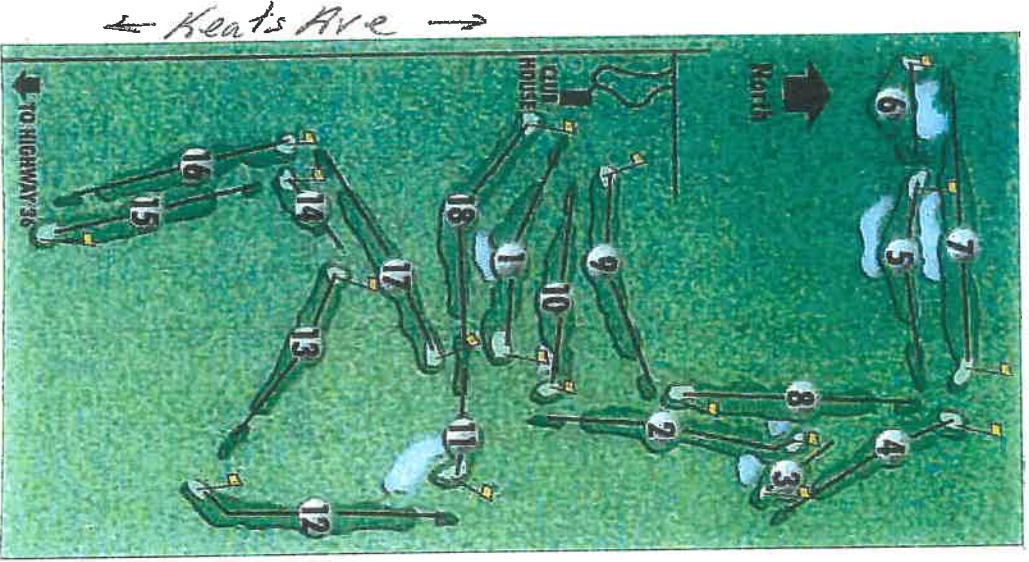
Exhibit B this base map shows the original CUP/PUD property boundaries outlined in yellow, the original legal description is attached and the proposed new addition to our CUP/PUD is outlined in orange.

Exhibit C CUP/PUD Amendment Sketch – This survey of the new golf holes shows the boundaries of the new parcel to be added to the golf course and the Legal description for new the golf course parcel. This is the legal description we propose to be added to our CUP/PUD.

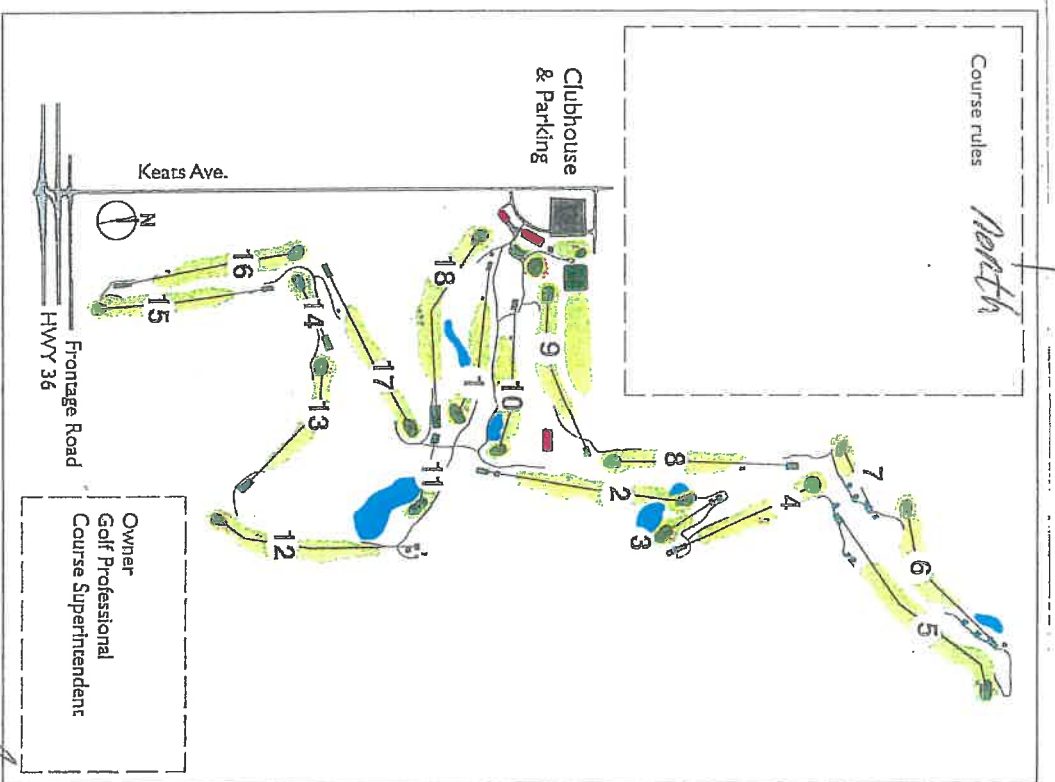
Indian Hills Golf Club is located at 6667 Keats Avenue. We have 18 holes and a driving range with practice area. Our Clubhouse is full service with a Restaurant, Pro shop and Locker rooms. We have nine full time year round employees and up to 90 additional part time seasonal employees. Our course is normally open from April 5 through October 31; these dates can be extended weather permitting. The clubhouse is open for walk in dinning service when the course is open. We limit the food service in the winter months to banquets only. We are open 7 days a week in season and the hours fluctuate according to the seasonal daylight, at the peak of the summer we are open 6:30 AM to 10:00 or midnight.

We have been in contact with the Browns Creek Watershed District and they are managing all conditions related to the new construction. BCWD will keep our permit open until grow in is complete and any open items are finalized. There are no open items at this time.

Michael O. Regan, Indian Hills Golf Club President



Original routing with # 5, 6 and 7 going west towards Keats Ave.



new Routing with # 5, 6 and 7 going north/east, # 7 plays back to the original 7th green.

County of Washington  
Town of Grant, Minnesota

1

USE PERMIT  
FOR  
PLANNED UNIT DEVELOPMENT

Project Name: Indian Hills

Address: 6667 Keats Avenue North, Stillwater, Minnesota 55082

Legal Description: The NW $\frac{1}{4}$  of Section 35, Township 30 North, Range 21 West, Washington County, Minnesota, except the North 250 feet of the East 311.42 feet of the West 1011.67 feet of the South  $\frac{1}{2}$  of the NW $\frac{1}{4}$  of said Section 35, subject to the existing Town Road along the West line of said NW $\frac{1}{4}$  and a road easement over the South 60 feet of the North 310 feet of the West 1511.76 feet of the South  $\frac{1}{2}$  of the NW $\frac{1}{4}$  of said Section 35.

The SW $\frac{1}{4}$  of Section 35, Township 30 North, Range 21 West, Washington County, Minnesota, except the South 150 feet of the North 483 feet of the West 290.4 feet of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section 35; also except the South 300 feet of the North 783 feet of the West 290.4 feet of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section 35; also except the South 297 feet of the East 443.67 feet of the SW $\frac{1}{4}$  of said Section 35; also except that part of the SW $\frac{1}{4}$  of said Section 35 described as follows:

Beginning at the Sw'ly corner of the said SW $\frac{1}{4}$ , thence North along the West line of said SW $\frac{1}{4}$  a distance of 591.49 feet, thence East at right angles 483 feet, thence South 26 $^{\circ}$  22' 25" East 223.04 feet, thence South 0 $^{\circ}$  09' East 390.1 feet, thence South 89 $^{\circ}$  51' West along the South line of said SW $\frac{1}{4}$  a distance of 583.08 feet to the point of beginning Subject to the existing Town Road along the West line of said SW $\frac{1}{4}$  and subject to Trunk Highway 36 road easement along the South line thereof.



## STAFF REPORT

**To:** Mayor and City Council  
Kim Points, City Clerk

**CC:** David Snyder, City Attorney

**From:** Jennifer Haskamp, AICP  
Consulting City Planner

**Date:** March 22, 2021

**RE:** Application to Amend the CUP adding PIDs to allow for the construction of three (3) replacement golf holes

### **Summary of Request & Background**

The Applicant and Owner Mike Regan, on behalf of the Indian Hills Golf Club, is requesting an amendment to their Conditional Use Permit (CUP) to allow for the construction of three (3) replacement golf holes to the Indian Hills Golf Course. As stated in the Applicant's narrative, existing holes 5, 6 and 7 were underwater for the majority of the 2020 playing season. Due to flooding of Sunnybrook Lake the condition is anticipated to continue to be an issue. As a result, the Applicant began planning for the relocation of these three holes to adjacent vacant property in 2020 with the hope of them being integrated into the 18-hole golf course in 2021. The vacant property is not identified within the existing CUP (Special Use Permit for PUD as described in subsequent sections of this report), and as a result an amendment to the CUP to incorporate the vacant property is needed so that the three (3) new golf holes can become operational in the 2021 playing season.

### **Planning Commission Summary & Public Hearing**

On March 16, 2021 the Planning Commission held a duly noticed public hearing and considered the subject application. A few members of the public provided testimony regarding the proposed hole relocation, with most concerns expressed related to the maintenance and management of the abandoned holes 5, 6 and 7. Generally the Applicant stated that no topographic changes will occur in this area, and that the neighbors could maintain the areas contiguous to their lots, if desired.

After discussion, the Planning Commission unanimously recommended approval of the proposed Amended Conditional Use Permit to allow for the inclusion of the subject property in the CUP, and to relocate the subject holes as part of the golf course operations.

The following staff report is generally as presented to the Planning Commission.

### **Background**

In June 2020 the Applicant applied for, and was granted, a CUP for clearcutting and vegetative removal on the subject parcels to prepare for construction of the new holes. In the summer and fall of 2020 the Applicant completed grading and seeding work per the terms of the granted CUP. The Applicant worked with the Browns Creek Watershed District (BCWD) through the permitting process as required by the CUP. The work completed last year is anticipated to be adequate to allow for the operation of the three new holes



in 2021. The intent of relocating the three holes is to ensure that the golf course is a full 18-hole course making it consistent with the original objectives of the original PUD.

The following staff report addresses only the amendment of the CUP that relates to the operations of the golf course as an 18-hole golf course. The Applicant will continue to work with the City and the BCWD on the CUP conditions related to vegetative clearing, grading and landscaping which are not addressed as part of this CUP.

### Historic PUD and Special Use Process

The Indian Hills Planned Unit Development (PUD) was originally issued a Special Use Permit on December 12, 1975 by Washington County. The existing “Use Permit” identifies conditions for both the construction of the golf course as well as the residential lots contained in the subdivision plat. The process and procedures were different in 1975, and a Special Use Permit was akin to a Conditional Use Permit.

Given that the original Special Use Permit was issued to address all operations withing the PUD, including the golf course Staff is recommending that a Conditional Use Permit (CUP) be issued for the golf course operations to simplify this process. The CUP drafted will not repeal or replace the Special Use Permit and PUD, but instead will incorporate by reference the PUD. This process will allow for a clear description of the golf course operations related to this amendment request, while maintaining the conditions and permit requirements as issued in 1975.

### Project Summary

Applicant & Owner: Mike Regan, Indian Hills Golf Club	Site Size: 72.52 Acres (gross)
Zoning & Land Use: A-2	Request: Conditional Use Permit (CUP)
Address: 6667 Keats Ave N	PIDs: 2603021340001, 2603021430001 (to add portions of each PID with specific legal description)

The Applicant is requesting an Amendment to their existing CUP to include portions of the properties identified as PID 2603021340001 and 2603021430001 so that three (3) recently relocated golf holes can be incorporated into the Indian Hill Golf Club. As noted in the Applicant’s narrative (Attachment A) the Indian Hills Golf course is designed as an 18-hole regulation golf course. In Spring 2020 holes 5, 6 and 7 were unplayable due to flooding because of overflow from nearby Sunnybrook Lake. While the flooding was most significant in 2020, the Applicant anticipates that flooding may continue to be an issue. It is not reasonable, or marketable, for an 18-hole golf course to operate with only 15-holes, and as such the Applicant decided to explore alternatives to relocate the affected holes. The Applicant owns the adjacent PIDs which are the subject of this application, and both parcels were vacant. The proposed amendment will 1) incorporate the legal descriptions into the existing CUP; and 2) allow for the relocation of 5, 6 and 7 to the subject parcels for operation and play as part of the 18-holes Indian Hills Golf Club.

### Review Criteria



According to Section 32-152 Amendment Applications, an amended permit “may be administered in a manner similar to that required for a new conditional use permit.” The standards identified in Section 32-146 provide guidance for consideration of the proposed request.

### Existing Site Conditions

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

Parcel 2603021340001 is located north and adjacent to Parcel 3503021210001. The parcel has been cleared and graded consistent with the CUP granted in 2020. The grading will support the tee box for hole 5, portions of the fairway and putting green for hole 6, and all of hole 7.

Parcel 2603021430001 is located east of Parcel 2603021340001 and has been graded to support the fairway and putting green for hole 5, and the tee box and portions of the fairway for hole 6. The proposed legal description of incorporation on this parcel generally follows the alignment of the proposed golf holes (see Attachment B).

### Comprehensive Plan Review

The subject properties are located within the Agricultural Small Scale A2 land use designation which encourages rural residential and agricultural uses. Golf Course uses are supported in the Comprehensive Plan and are deemed consistent with the rural and open space character desired by the City.

### Zoning/Site Review

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

### Dimensional Standards

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

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

Setbacks:

The proposed golf hole configuration was generally reviewed and approved as part of the vegetative clearing CUP issued in 2020. During that review process it was noted that vegetative clearing was not permitted within the setback area. As shown on Attachment B, PUD Amendment Sketch, the tee box of hole 6 is closest to the east property line and is setback approximately 150-feet. The tee box of hole 7 is setback approximately 50' from the northerly property line of PID 2603021430001. *As shown, the proposed hole locations meet the*



*required yard setbacks.*

Wetland Areas & Buffers	The Applicant obtained a CUP for vegetative clearing and grading in June of 2020. As part of that review process the Applicant was required to work with BCWD through their permitting process. The subject parcels contain significant wetland areas, and as such the BCWD required specific setback standards. The Applicant obtained the BCWD permit, and the BCWD will continue to manage the conditions of the new construction until the grow-in is complete and any open items are finalized (see Attachment A).
Operations	There are no proposed alterations to the operations of the golf course and associated uses as a result of this application. The three relocated holes will be incorporated into the existing golf course so that it can again function and operate as an 18-hole course.

**Engineering Standards**

There are no engineering review requirements for the subject application. The Engineer completed a review including conditions for the 2020 Vegetative Clearing and Grading CUP, and the Applicant complied with those standards during site grading activities in 2020. The completion of the site work to make all three holes operational shall be managed through the 2020 CUP.

**Other Agency Review**

As previously noted, the subject properties are located in the Browns Creek Watershed District. As indicated by the Applicant's narrative they will continue to work with the BCWD on the completion and closeout of the permitting process. No additional review is required regarding this Amended CUP.

**Action requested:**

Staff has prepared a draft Amended Conditional Use Permit with conditions for your review and consideration. Since the original conditions noted in the Special Use Permit are incorporated by reference, only new conditions related specifically to the subject Application are provided.

***Attachments***

- Exhibit A: Narrative dated 2/3/2021
- Exhibit B: Sketch Plan (2021) and Parcel Areas for incorporation
- Exhibit C: Application dated 4/9/2020
- Exhibit D: Draft Amended Conditional Use Permit

**CITY OF GRANT, MINNESOTA  
RESOLUTION NO. 2021-05**

**RESOLUTION APPROVING AN AMENDED CONDITIONAL USE PERMIT FOR  
6667 KEATS AVENUE NORTH**

**WHEREAS**, the Indian Hills Golf Club (“Applicant”) has submitted an application for an Amended Conditional Use Permit to allow for the inclusion of property generally located at 6667 Keats Avenue North identified as PIDs 2603021340001 and 2603021430001 (“Subject Property”) to allow for the relocation of three (3) golf holes in the City of Grant, Minnesota which is legally described in Attachment A; and

**WHEREAS**, the Indian Hills Golf Club currently operates a regulation length 18-hole golf course that was permitted by a Special Use Permit for a Planned Unit Development on December 12, 1975; and

**WHEREAS**, the existing holes 5, 6 and 7 have been impacted by flooding and therefore relocation is necessary so that the golf course can remain operational as an 18-hole course consistent with the permit issued in 1975; and

**WHEREAS**, the Applicant obtained a Conditional Use Permit (CUP) on the subject property for vegetative clearing and grading to prepare for the relocation of the three (3) golf holes in 2020 in preparation of the amended CUP; and

**WHEREAS**, the proposed amendment will add portions of the subject property to the legal description of the Special Use Permit which is amended by the Conditional Use Permit consistent with current Minnesota State Statutes; and

**WHEREAS**, the Planning Commission held a duly noticed public hearing at their regular meeting on March 16, 2021; and

**WHEREAS**, the Planning Commission recommended approval of the request for an Amended Conditional Use Permit subject to certain conditions; and

**WHEREAS**, the City Council considered the recommendation of the Planning Commission and the Applicant’s request at a regular City Council meeting which took place on March 30, 2021.



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

- The proposed relocation of the three golf holes does not change the use of the subject area for a golf course and will not alter the character of the neighborhood or its surroundings.
- The proposed amendment is consistent with the Comprehensive Plan, which supports open space and recreational uses such as a golf course.
- The proposed use will not be detrimental to or endanger the public health, safety or general welfare of the city, its resident, or the existing neighborhood.
- The proposed relocation of the golf holes will allow for the continuation of the Indian Hills Golf Club as a regulation size 18-hole golf course with is consistent with the original Planned Unit Development issued in 1975.

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

1. The Applicant shall meet and comply with all of the conditions stated within the Amended Conditional Use Permit dated March 30, 2021 (the “Permit”).
2. The Permit shall be reviewed in compliance with the City’s CUP review process, which may be on an annual basis.
3. Any violation of the conditions of the Permit may result in the revocation of said Permit.
4. All escrow amounts shall be brought up to date and kept current.
5. The Owner shall obtain any necessary permits from Washington County, Minnesota Department of Health, Valley Branch Watershed District, Browns Creek Watershed District, Washington Conservation District, the MPCA or any other regulatory agency having jurisdiction over the proposed use, which are necessary in carrying out its operations on the premises.

Adopted by the Grant City Council this 30th day of March 2021.

---

Jeff Huber, Mayor

State of Minnesota                    )  
  ) ss.  
County of Washington                )

I, the undersigned, being the duly qualified and appointed Clerk of the City of Grant, Minnesota do hereby certify that I have carefully compared the foregoing resolution adopted at a meeting of the Grant City Council on \_\_\_\_\_, 2021 with the original thereof on file in my office and the same is a full, true and complete transcript thereof.

Witness my hand as such City Clerk and the corporate seal of the City of Grant, Washington County, Minnesota this \_\_\_\_ day of \_\_\_\_\_, 2021.

---

Kim Points  
Clerk  
City of Grant

**INDIAN HILLS GOLF CLUB  
AMENDED CONDITIONAL USE PERMIT  
CITY OF GRANT**

APPLICANT: Indian Hills Golf Club

LEGAL DESCRIPTION: Attachment A

PID: 2603021340001, 2603021430001

ZONING: A-2

ADDRESS: 6667 Keats Avenue North  
Grant, MN

DATE: March \_\_, 2021

This is an amendment to the Special Use Permit issued for the Indian Hills Planned Unit Development (PUD) dated December 12, 1975. Since its original issue, Minnesota State Statutes have changed the Special Use Permit to a Conditional Use Permit process. As such, the original permit shall remain in place and noted as a Special Use Permit while this Permit shall be considered an Amended Conditional Use Permit to allow for the relocation and operation of three (3) new golf holes in the Indian Hills Golf Club. Any expansion of the area noted in this permit, or alterations which may increase the intensity or use of the subject area may require an amendment to this Permit.

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

1. The Special Use Permit dated December 12, 1975 issued by Washington County shall be incorporated by reference herein. All conditions of the Use Permit shall remain valid, except as expressly modified herein.
2. The legal description as noted in the Use Permit shall be amended to add the legal description as provided in Attachment A.
3. The Indian Hills Golf Club course shall be permitted to operate as an 18-hole golf course, and the relocation of holes 5, 6, and 7 as depicted on the attached exhibit PUD Amendment Sketch is permitted.
4. Existing holes 5, 6 and 7 shall be abandoned, but shall remain incorporated as part of the Use Permit for PUD. No further redevelopment, development or alteration of this area is permitted except for purposes of operations as a golf course (e.g. surface water management, landscaping, etc). Any grading or topographic alteration in this area shall be subject to the review and approval

of the City Engineer and may require additional review by the Valley Branch Watershed District (VBWD).

5. The Applicant shall follow the permit requirements of the Browns Creek Watershed District (BCWD) as issued for the grading and vegetative clearing work approved in May 2020.
6. The golf course shall operate in compliance with the conditions and terms identified in the issued 1975 Special Use Permit which includes the golf course, clubhouse, driving range and associated parking.
7. It shall be the responsibility of the Applicant to obtain any necessary permits from Washington County, MPCA, Valley Branch Watershed District, Browns Creek Watershed District, Washington County Soil and Water Conservation District, or any other agency having jurisdiction over the subject use.
8. All escrow amounts shall be brought up to date and kept current.
9. This permit shall be reviewed in compliance with the City's CUP review process, which may be on an annual basis.
10. Any violation of the conditions of this permit may result in the revocation of said permit.

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

CITY OF GRANT:

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

State of Minnesota            )  
  )ss.  
County of Washington        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public, personally appeared Jeff Huber and Kim Points, of the City of Grant, a Minnesota municipal corporation within the State of Minnesota, and that said instrument was signed on behalf of the City of Grant by the authority of the City Council, and Jeff Huber and Kim Points acknowledge said instrument to be the free act and deed of said City of Grant.

\_\_\_\_\_  
Notary Public

APPLICANT/OWNER:  
Indian Hills Golf Club

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

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

State of Minnesota )

)ss.

County of Washington )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public, personally appeared \_\_\_\_\_ the Owner who acknowledged that said instrument was authorized and executed on behalf of said Applicant.

\_\_\_\_\_  
Notary Public

EXHIBIT A

DRAFT



## MEMO

To: Mayor and City Council

CC: Kim Points, City Administrator/Clerk  
David Snyder, City Attorney

From: Jennifer Haskamp, City Planner

RE: Draft Ordinance for Interim Uses with Performance Standards for ADU's

Date: March 22, 2020

### **Background**

The implementation of the 2040 Comprehensive Plan Update ("Plan") requires communities to update their Zoning Ordinance (official controls) for consistency with the newly adopted Plan. During the implementation discussion of the Plan process, we discussed ordinance updates, modifications and additions that would help the support the City's vision and goals for the future. Interim Uses, and specifically Interim Use Permits, were identified as a tool that could help the City in processing of its applications for uses that have a specified time frame for termination as opposed to using the Conditional Use Permit process.

The City Council directed staff to begin working on the ordinance update process as meetings and time permits. Staff presented a draft of the Interim Use ordinance at the regular Planning Commission meeting on March 16, 2021. After the Public Hearing and discussion, the Planning Commission unanimously recommended approval of the draft ordinance with the inclusion of additional performance standards for Accessory Dwelling Units. Based on their direction, staff prepared additional language regarding ADU's and additional edits to the Principal Building section and the Accessory buildings and other non-dwelling structures section for consistency with the direction of the Planning Commission.

Staff also provided consideration of Horse Boarding and Livestock with respect to density of animal units, and the Planning Commission unanimously concluded that the uses should remain as Conditional Uses within the ordinance. Based on the direction provided, staff has prepared an updated draft ordinance for the review and consideration of the City Council. The following staff memo is generally as presented to the Planning Commission on March 16, 2021.

### **Public Hearing**

The Planning Commission held a duly noticed public hearing on March 16, 2021 for consideration of the attached draft ordinance. During the public hearing one member of the public provided testimony in support of the ordinance modification, and indicated they were interested in the inclusion of Accessory Dwelling Units (ADUs) since the City's senior population will only grow in the coming years.

### **Introduction to Interim Use**

Minnesota State Statute 462.3597 enables cities to implement interim uses provided they are consistent with the statutory language. Staff began with the statute to ensure that the draft language is consistent, and supplemented the statutory guidance with a review of ordinances from cities with similar land uses and



development. Additionally, the City Council identified some preliminary objectives for Interim Uses in 2011, which was supplemented in the joint Planning Commission and City Council meeting during the Plan development process. A summary of the objectives for the Interim Use ordinance is as follows:

- To streamline the process and make it easier, and potentially cheaper, for uses that are temporary in nature.
- To create a tool that matches the process with the proposed use more accurately rather than always requiring a CUP for uses not anticipated to go into perpetuity. Examples were discussed such as construction stockpiling or temporary dwelling units for caretakers.
- To allow for a permit that is time limited and may be requested by the Applicant. Examples were discussed such as the haunted corn maze at the local orchard for one or two seasons.

After performing research, staff prepared the draft ordinance which is attached to this memo for your review and consideration. A summary of the DRAFT ordinance is as follows:

- The MN State Statute requires all Interim Uses to be considered at a formal Public Hearing and requires that it be held at either the Planning Commission or the City Council. The draft language provides for a streamlined approach direct to the City Council, or a process consistent with the CUP language which requires the Planning Commission to hold the Public Hearing.
- The language allows for any use listed as a conditional use to be considered as an interim use. The City Council may not dictate that an interim use be applied for versus a conditional use, but the tool is available and may be suggested as an option for users.
- Staff identified seven (7) uses on the Table of Uses that are recommended Interim Uses. Staff encourages the Planning Commission to review the Table of Uses (Sec. 32-245) in its entirety and identify any additional uses that should be considered.

#### **Additional Considerations for Discussion**

In addition to the proposed DRAFT ordinance, staff also identifies a few other sections of the City Code where interim use permits could be considered. Staff offers the following for discussion:

- **Sec. 32-328 Horse boarding and training.** This section identifies that any operation with 10 horses or greater requires a conditional use permit. The City could consider changing the CUP to an IUP.
- **Sec. 32-337 Livestock,** Subsection (h) requires a CUP for greater density of animal units per grazable acres. The City could consider changes the CUP to an IUP.
- **Sec. 32-313 Accessory buildings and other non-dwelling structures.** The City could consider language to allow for an accessory building to be constructed prior to a principal building with an IUP. This section could also be modified to allow for the temporary use of accessory buildings as habitable space (ADU, or similar) with an IUP.

#### **Requested Action**

Staff has prepared the attached draft ordinance for Interim Uses and Accessory Dwelling Units (ADU) for your review, consideration and discussion.



# DRAFT FOR CONSIDERATION

CITY OF GRANT

WASHINGTON COUNTY, MINNESOTA

ORDINANCE 2021-\_\_

## **An Ordinance Amending the Grant Code of Ordinances**

**Adding Article II. Administration and Enforcement, Division 8. Interim Uses; Amending Sections 32-1 Definitions, 32-245 Table of Uses, 32-312 The Principal Building, 32-313 Accessory buildings and other non-dwelling structures; and Adding Section 32-354 Accessory Dwelling Units**

The City Council of the City of Grant, Washington County, Minnesota, does hereby ordain as follows:

### **SECTION 1. ADDING TO CHAPTER 32, ZONING, OF THE CITY'S CODE OF ORDINANCES.**

That the City Code Chapter 32, Article II. Administration and Enforcement is hereby amended to ADD in Division 8. Interim Uses.

#### **Division 8. Interim Use**

##### **Sec. 32-218. Generally.**

The purpose and intent of allowing interim uses is:

1. To permit certain temporary uses that are not suited for permanent use by a conditional use, but that the City Council has deemed acceptable for a defined duration of time.
2. To allow a use for a defined period of time until a permanent location is obtained or while the permanent location is under construction.
3. To allow a use that is presently judged acceptable by the City Council, but that with anticipated development or redevelopment, may not be acceptable in the future or may be replaced in the future by a permitted or conditional use allowed within the respective district.
4. To allow a use which is reflective of anticipated long-range change to an area and which is in compliance with the Comprehensive Plan provided that said use maintains harmony and compatibility with surrounding uses and is in keeping with the character of the existing neighborhood.

# DRAFT FOR CONSIDERATION

## **Sec. 32-219. Application, Procedure and Public Hearing**

(a) Interim use applications shall be made on the City's official form and shall be accompanied by the required fee and materials.

(b) Uses defined as interim uses shall be processed according to the standards and procedures for a conditional use permit as established by Section 32-143, 32-145 and 32-146 of this Chapter with the following public hearing requirements:

i. The public hearing shall be held by the City Council with no required consideration by the Planning Commission if the use is identified as an interim use on the Table of Uses contained in Section 32-245 of this Chapter; or

ii. The process denoted in Section 32-144 shall be followed for any requested interim use permit of a conditionally permitted use identified on the Table of Uses contained in Section 32-245 of this Chapter.

## **Sec. 32-221. Standards**

An interim use shall comply with the following:

1. The use shall meet the applicable standards for a conditional use permit set forth in Sections 32-146 and 32-147 of this Chapter.
2. The use is allowed as an interim use or a conditional use in the respective zoning district.
3. The date or event that will terminate the use can be identified with certainty.
4. The use will not impose additional unreasonable costs on the public.
5. The user agrees to the terms regarding renewal and/or termination as determined by the City Council.
6. The user agrees to any conditions that the City Council deems appropriate for permission of the use.

## **Sec. 32-222. Termination.**

An interim use shall terminate with the occurrence of any of the following events, whichever occurs first:

1. The date stated in the permit;
2. Upon violation of conditions under which the permit was issued;
3. Upon change in the City's zoning regulations which renders the use nonconforming;
4. The redevelopment of the use and property upon which it is located to a permitted or conditional use as allowed within the respective zoning district.

## **SECTION 2. AMENDMENT OF CHAPTER 32, ZONING, OF THE CITY'S CODE OF ORDINANCES.**

That City Code Chapter 32, Article I, Section 32-1, "Definitions" is hereby AMENDED to ADD the following identified as underlined, and AMENDED to DELETE as ~~strikethrough~~:

# DRAFT FOR CONSIDERATION

Accessory Dwelling Unit means a dwelling unit complying with the Minnesota State Building Code, which is located within a principal residential building or in an accessory structure. The types of accessory dwelling units include:

1. An accessory dwelling unit located within a principal residential dwelling.
2. An accessory dwelling unit located in a detached accessory building.

Interim Use means a land use or development that is temporary and whose duration can be specifically defined, which may not be appropriate generally, but may be allowed with appropriate restrictions as provided by official controls upon a finding that:

1. Certain conditions as detailed in the zoning ordinances exist;
2. The use or development conforms to the comprehensive land use plan of the city;
3. The use or development is compatible with the existing neighborhood; and
4. The period of time and duration of the use can be terminated upon specific date, time or event occurring.

That City Code Chapter 32, Article I, Section 32-245, "Table of uses", Item (c) is hereby AMENDED to ADD the following identified as underlined, and AMENDED to DELETE as ~~struckthrough~~ :

Use	Conservancy	Agricultural A1	Agricultural A2	Residential R1	General Business (GB)
(KEY) P = Permitted C = Conditional Use Permit and public hearing <u>I=Interim Use Permit and public hearing</u> CC=Certificate of Compliance A = Permitted accessory use N = Not Permitted					
<u>Accessory Dwelling Unit (see Sec. 32-313 and 32-353)</u>	<u>N</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>N</u>
Blacktop or crushing equipment for highways	N	€I	NI	N	NI
Clear cutting (see Sec. 32-343, 32-348 and 32-246(b)(8))	N	€I	€I	€I	N
Kennels - private	N	€I	€I	€I	N
Manufactured home -- care facility (See section 32-338(c))	€I	€I	€I	€I	N
Manufactured home -- temporary dwelling (see section 32-338(d))	N	€I	NI	N	N
Storage, highway construction equipment during construction	N	€I	€I	€I	N
Structure -- temporary <del>or interim use</del> (see section 32-335)	N	NI	NI	NI	N
<u>Vegetative Cutting (See section 32-348)</u>	<u>N</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>

# DRAFT FOR CONSIDERATION

That City Code Chapter 32, Article IV, Section 32-312. “The principal building” subsection (b) and Sec. 32-313. “Accessory buildings and other non-dwelling structures” subsection (b)(6) and subsection (d) are AMENDED to ADD the following identified as underlined, and AMENDED to DELETE as ~~strikethrough~~:

## **Sec. 32-312. The principal building.**

(b) *Certain structures prohibited for dwelling.* No cellar, garage, recreational vehicle or trailer, or basement with unfinished exterior structure above, ~~or accessory building~~ shall be used at any time as a dwelling.

## **Sec. 32-313. Accessory buildings and other non-dwelling structures.**

(b) Permitted uses and sizes of accessory buildings and other non-dwelling structures.

(6) No portion of an accessory building may be used for human habitation, except as permitted in Section 32-353 of this Chapter.

(d) *Building permit for principal building a prerequisite.* No accessory building shall be constructed, nor accessory use permitted on a lot without obtaining an Interim Use Permit for such use. ~~until a building permit has been issued for the principal building to which it is accessory.~~

That City Code Chapter 32, Article IV, Section 32-354. Accessory Dwelling Unit is hereby amended to ADD:

## **Sec. 32-353. Accessory Dwelling Unit.**

(a) An Accessory Dwelling Unit shall comply with all of the following standards:

(1) Accessory Dwelling Units shall be required to obtain an Interim Use Permit.

(2) There shall be no more than one Accessory Dwelling Unit permitted per lot or per property with a principal building .

(3) The Accessory Dwelling Unit shall be owned by the same owner or owners of the principal building.

(4) No separate curb cut shall be permitted for the Accessory Dwelling Unit, unless approved by the City.

(5) The Accessory Dwelling Unit shall be connected to an approved on-site waste disposal system.

(6) The Accessory Dwelling Unit shall be subject to the same zoning dimensional setbacks and height standards as the principal structure.

(7) A density unit is not attributed to an Accessory Dwelling Unit when calculating density.

(b) Accessory Dwelling Units that are internal to a principal building or accessory structure (garage, barn, etc.) shall comply with the following requirements:

(1) Internal Accessory Dwelling Units are limited to one thousand (1,000) square feet in area. In no case shall the floor area of the internal Accessory Dwelling Unit exceed the floor area of the first floor of the principal building or accessory structure.

# DRAFT FOR CONSIDERATION

(2) The creation of the Accessory Dwelling Unit shall not result in additional entrances facing the public street on the principal building.

(3) The appearance or character of the principal building shall not be significantly altered to create the Accessory Dwelling Unit so that its appearance is no longer that of a one-family dwelling, barn, etc.

(4) The exterior materials of the Accessory Dwelling Unit shall match the exterior materials of the principal building, unless it is located within an existing structure that does not match the principal building (e.g. Accessory Dwelling Unit as part of a barn).

(c) Detached Accessory Dwelling Units located in an Accessory Building shall comply with the following standards:

(1) The floor area of a detached Accessory Dwelling Unit shall not exceed one-thousand (1,000) square feet. When a lot includes a detached Accessory Dwelling Unit, the combined floor area of the footprint of the detached Accessory Dwelling Unit, and all other accessory structures on the lot shall be consistent with the number and size of accessory structures permitted by Sec. 32-313 of this Chapter.

(2) The Accessory Dwelling Unit shall be located in the rear or side yard of the principal building, and shall not be located closer to the road right-of-way than the principal building without a variance, unless all of the following conditions are met:

- a. The accessory structure is at least 300 feet from the road right-of way on lots five (5) acres or more; and
- b. All setbacks are met.

(d) Home occupations are permitted in Accessory Dwelling Units, provided that the combined impacts of home occupations in the Accessory Dwelling Unit and principal building conform to the standards and limitations for home occupations as regulated in this Chapter.

## **SECTION 3. REPEAL OF SECTION OF CHAPTER 32, ZONING, OF THE CITY'S CODE OF ORDINANCES.**

The City Code Chapter 32, Article I, Section 32-335 Interim Uses and Structures is hereby REPEALED in its entirety including subsections (a) through (g) and shall be denoted as:

**Sec. 32-335. Repealed by Ordinance 2021-XX.**

## **SECTION 4. SEVERABILITY.**

In the event that court of competent jurisdiction adjudges any part of this ordinance to be invalid, such judgment shall not affect any other provisions of this ordinance not specifically included within that judgment.

# DRAFT FOR CONSIDERATION

## SECTION 5. EFFECTIVE DATE.

This ordinance takes effect upon its adoption and publication according to law.

WHEREUPON, a vote, being taken upon a motion by Council member \_\_\_\_\_ and seconded by Council member \_\_\_\_\_, the following upon roll call:

Voting AYE:

Voting NAY:

Whereupon said Ordinance was declared passed adopted this \_\_\_ day of \_\_\_\_\_, 2021.

---

Jeff Huber, Mayor

---

Attest: Kim Points, City Clerk

**CITY OF GRANT  
RESOLUTION 2021-06 OF THE CITY COUNCIL**

RESOLVED, that the publication of the title and appropriate Summary of the attached Ordinance Number 2021-63, now under consideration by the Council of the City of Grant clearly informs the public of the intent and effect of the Ordinance. The City Council hereby determines that the Summary titled "Official Summary of Ordinance No. 2021-63 clearly informs the public of the intent and effect of the Ordinance.

City of Grant

By: \_\_\_\_\_ March 30, 2021  
Jeff Huber, Mayor Date

Attest:

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

## **SUMMARY OF GRANT ORDINANCE 2021-63**

“An Ordinance Renewing the grant of a Franchise to Comcast of Minnesota, Inc. to operate and maintain a cable system in the City of Dellwood, Minnesota, setting forth the conditions accompanying the grant of Franchise, providing for City regulation and administration of the Cable System, and terminating the prior franchise.”

This Ordinance is a renewal of the existing Franchise Ordinance which was approved in 1999. This removal is made in accordance with Minnesota Statutes Chapter 238 and the Cable Act (47 U.S.C. Section 546.)

This Franchise Ordinance is made pursuant to a Joint and Cooperative Agreement with other nearby Cities which delegates authority to the Ramsey / Washington Counties Suburban Cable Commission II to make recommendations to the City regarding this Franchise and to be responsible for the ongoing administration and enforcement of this Franchise, as provided herein.

This Franchise Ordinance addresses and regulates the subjects shown on the Table of Contents list.

The City Council of Grant has determined that it is in the best interests of the City and its residents to renew the Cable Television Franchise with Comcast of Minnesota, at this time.

---

Kim Points,  
Grant City Clerk