

**City of Grant
City Council Agenda
April 5, 2022**

The regular monthly meeting of the Grant City Council will be called to order at 7:00 o'clock p.m. on Tuesday, April 5, 2022, 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 1, 2022 City Council Meeting Minutes**
- B. March 2022 Bill List, \$55,575.42**
- C. Resolution No. 2022-04, Abatement of Special Assessments**
- D. Back to Black Sealcoating Contract**

5. STAFF AGENDA ITEMS

- A. City Engineer, Brad Reifsteck**
 - i. Consideration of Resolution No. 2022-05, Amended Road Policy**
 - ii. Consideration of Pump Improvements**

B. City Planner, Jennifer Swanson

i. Consideration of Resolution No. 2022-06, Amend CUP Application for Woodbury Lutheran Church, 9060 60th Street N

ii. Consideration of Resolution No. 2022-07, Final Plat, 2nd Addition, White Oaks Savannah

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

6. NEW BUSINESS

A. Consideration of Resolution No. 2022-03, Resolution Supporting Housing and Local Decision-Making Authority

B. Consideration of Apollo Heating & Air Conditioning Bid, Town Hall

C. Consideration of Lawn Care Bids, Town Hall

D. Consideration of Comcast Bid, Town Hall WIFI

E. Consideration of 2022 Special Roads Projects, Additional Brushing, Kline Bros.

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 6 THROUGH APRIL 30, 2022:

Mahtomedi Public Schools Board Meeting, Thursday, March 10th and March 24th, Mahtomedi District Education Center, 7:00 p.m.

Stillwater Public Schools Board Meeting, Thursday, March 24th, Stillwater City Hall, 7:00 p.m.

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

City of Grant Clean Up Day, Saturday, April 30, 9:00 am to Noon, Town Hall

10. ADJOURNMENT

CITY OF GRANT
MINUTES

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DATE : March 1, 2022
TIME STARTED : 7:00 p.m.
TIME ENDED : 7:09 p.m.
MEMBERS PRESENT : Councilmember Carr, Rog, Giefer,
Schafer and Mayor Huber
MEMBERS ABSENT : None

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

CONSENT AGENDA

January 31, 2022 (February) City Council Meeting Minutes Approved

February 2022 Bill List, \$58,851.98 Approved

City of Mahtomedi, 4th Quarter Fire

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

STAFF AGENDA ITEMS

City Engineer, Brad Reifsteck (No action item)

City Planner, Jennifer Swanson (No action items)

City Attorney, Dave Snyder (no action items)

NEW BUSINESS

Consideration of Resolution No. 2022-02, Resolution Establishing Precincts and Polling Locations – Staff advised new Congressional Maps relating to precincts within the City were approved by the State. Resolution No. 2022-02 outlines the new boundaries and districts within the City of Grant. The polling location will remain the same for both precincts.

Council Member Giefer moved to adopt Resolution No. 2022-02, as presented. Council Member Rog seconded the motion. Motion carried with a roll call vote with Council Member Carr and Mayor Huber abstaining.

Consideration of Pot Holing Bid, Back to Black Sealcoating – Staff advised a bid was obtained for potholing within the City of Grant. The weather dictates when potholing will begin and the City should have a contractor in place. The City Engineer supported accepting the bid from Back to Black Sealcoating. A contract will be drafted and be on the Consent Agenda at the next meeting.

Council Member Giefer moved to accept bid from Back to Black Sealcoating to include the tacking of the potholes. Council Member Rog seconded the motion. Motion carried unanimously with a roll call vote.

UNFINISHED BUSINESS

There was no unfinished business.

DISCUSSION ITEMS (no action taken)

Staff Updates (updates from Staff, no action taken)

City Council Reports/Future Agenda Items

COMMUNITY CALENDAR MARCH 4 THROUGH MARCH 31, 2022:

Mahtomedi Public Schools Board Meeting, Thursday, March 10th and March 24th, Mahtomedi District Education Center, 7:00 p.m.

Stillwater Public Schools Board Meeting, Thursday, March 24th, Stillwater City Hall, 7:00 p.m.

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

ADJOURNMENT

Council Member Schafer moved to adjourn the meeting at 7:09 p.m. Council Member Giefer seconded the motion. Motion carried unanimously with a roll call vote.

These minutes were considered and approved at the regular Council Meeting April 5, 2022.

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Kim Points, Administrator/Clerk

Jeff Huber, Mayor

DRAFT

Fund Name: All Funds

Date Range: 02/28/2022 To 03/28/2022

| Date | Vendor | Check # | Description | Void | Account Name | F-A-O-P | Total |
|------------|------------------------------------|--------------|-------------------------------------|------|-----------------------|----------------|---------------------|
| 03/28/2022 | Payroll Period Ending 03/31/2022 | 15473 | March 22 | N | Clerk Salary | 100-41101-100- | \$ 4,213.43 |
| | Total For Check | 15473 | | | | | \$ 4,213.43 |
| 03/28/2022 | Kline Bros Excavating | 15474 | Road Maintenance | N | Grader Contractor | 100-43101-301- | \$ 4,560.00 |
| | Total For Check | 15474 | | | | | \$ 4,560.00 |
| 03/28/2022 | Washington County Property Records | 15475 | 2021 Tax Levy Book | N | Election Expenses | 100-41303-210- | \$ 35.00 |
| | Total For Check | 15475 | | | | | \$ 35.00 |
| 03/28/2022 | SHC, LLC | 15476 | Planning Services | N | City Planner | 100-41209-300- | \$ 284.00 |
| | | 15476 | | | | 100-41209-300- | \$ 284.00 |
| | | 15476 | | | | 100-41209-300- | \$ 367.50 |
| | | 15476 | | | | 998-41209-300- | \$ 1,240.50 |
| | | 15476 | | | | 999-41209-300- | \$ 147.00 |
| | Total For Check | 15476 | | | | | \$ 2,323.00 |
| 03/28/2022 | AirFresh Industries | 15477 | PortaPot #50354/50517 | N | Town Hall Porta Pot | 100-43007-210- | \$ 250.00 |
| | Total For Check | 15477 | | | | | \$ 250.00 |
| 03/28/2022 | CenturyLink | 15478 | City Phone | N | City Office Telephone | 100-41309-321- | \$ 155.42 |
| | Total For Check | 15478 | | | | | \$ 155.42 |
| 03/28/2022 | Waste Management | 15479 | Recycling - | N | Recycling | 100-43011-384- | \$ 5,601.48 |
| | Total For Check | 15479 | | | | | \$ 5,601.48 |
| 03/28/2022 | Todd Smith | 15480 | Monthly Assessment Services - March | N | Property Assessor | 100-41208-300- | \$ 2,173.00 |
| | Total For Check | 15480 | | | | | \$ 2,173.00 |
| 03/28/2022 | Washington County Transportation | 15481 | Snow and Ice Control Inv #199157 | N | Snow & Ice Removal | 100-43113-210- | \$ 2,443.81 |
| | Total For Check | 15481 | | | | | \$ 2,443.81 |
| 03/28/2022 | New Life Contracting | 15482 | Town Hall Roof - 2nd Half - | N | Town Hall Repairs | 100-43002-220- | \$ 10,500.00 |
| | Total For Check | 15482 | | | | | \$ 10,500.00 |
| 03/28/2022 | KEJ Enterprises | 15483 | March 22 Road Contractor | N | Animal Control | 100-42006-300- | \$ 83.00 |
| | | 15483 | | | Town Hall Mowing | 100-43006-300- | \$ 125.00 |

Fund Name: All Funds

Date Range: 02/28/2022 To 03/28/2022

| Date | Vendor | Check # | Description | Void | Account Name | FA-O-P | Total | | | | |
|------------------------|------------------------|------------------------|------------------|------------------------|---------------------------|----------------|----------------------------|----------------|------------------------|----------------|---------------|
| 03/28/2022 | Press Publications | 15483 | Public Hearing | N | Publishing Costs | 998-41308-351- | \$ 31.65 | | | | |
| | | 15483 | | | | | | | | | |
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| Total For Check | | | | | | | 15484 | | | | |
| Total For Check | | | | | | | 15484 | | | | |
| 03/28/2022 | Johnson Turner Legal | 15485 | Feb22 Billing | N | Legal Fees - General | 100-41204-301- | \$ 1,066.25 | | | | |
| | | 15485 | | | Legal Fees - Complaints | 100-41205-301- | \$ 187.50 | | | | |
| | | 15485 | | | Legal Fees - Prosecutions | 100-41206-301- | \$ 2,000.00 | | | | |
| | | Total For Check | | | | | | | 15485 | | |
| | | Total For Check | | | | | | | 15485 | | |
| | | 03/28/2022 | WSB & Associates | 15486 | Engineering - Feb22 | N | Engineering Fees - General | 100-41203-300- | \$ 1,175.00 | | |
| | | | | 15486 | | | MS4 | 100-43118-300- | \$ 860.00 | | |
| | | | | 15486 | | | Grading Permit | 100-43135-300- | \$ 181.25 | | |
| | | | | Total For Check | | | | | | | 15486 |
| | | | | Total For Check | | | | | | | 15486 |
| 03/28/2022 | Croix Valley Inspector | | | 15487 | Building Inspector | N | Building Inspection | 100-42004-300- | \$ 6,068.81 | | |
| | | | | Total For Check | | | | | | | 15487 |
| | | | | Total For Check | | | | | | | 15487 |
| | | | | 03/28/2022 | PERA | 15488 | PERA | N | Clerk PERA | 100-41102-120- | \$ 424.06 |
| | | | | | | 15488 | | | Clerk PERA Withholding | 100-41108-100- | \$ 367.52 |
| | | Total For Check | | | | | | | 15488 | | |
| | | Total For Check | | | | | | | 15488 | | |
| | | 03/28/2022 | IRS | | | EFT155 | Payroll Taxes | N | Clerk FICA/Medicare | 100-41103-100- | \$ 432.53 |
| | | | | | | EFT155 | | | Clerk Medicare | 100-41105-100- | \$ 81.98 |
| | | | | | | EFT155 | | | Federal Withholding | 100-41107-100- | \$ 425.64 |
| EFT155 | | | | | | | Social Security Expens | 100-41109-100- | \$ 350.55 | | |
| Total For Check | | | | | | | EFT155 | | | | |
| Total For Check | | | | | | | EFT155 | | | | |
| Total For Check | | | | | | | 1,290.70 | | | | |
| Total For Check | | | | | | | 1,290.70 | | | | |
| 03/28/2022 | T-Mobile | | | TMEFT6 | City Cell Phone | N | Road Expenses - Other | 100-43116-200- | \$ 20.00 | | |
| | | | | Total For Check | | | | | | | TMEFT6 |
| Total For Check | | | | | | | 20.00 | | | | |
| 03/28/2022 | Xcel Energy | XcelEFT9 | Utilities | N | Town Hall Electricity | 100-43004-381- | \$ 372.57 | | | | |
| | | Total For Check | | | | | | | XcelEFT9 | | |
| Total For Check | | | | | | | 372.57 | | | | |

Fund Name: All Funds

Date Range: 02/28/2022 To 03/28/2022

Date Vendor

Check #
XcelFT9
Total For Check XcelFT9

Description

Void Account Name
Street Lights

F-A-O-P
100-43117-381-

Total
\$ 4.97

\$ 377.54
\$ 55,575.42

Total For Selected Checks

City of Grant, MN
Resolution No. 2022-04
A Resolution for The Abatement Of Street
Assessments Certified In The Wrong
Amount

WHEREAS, The City of Grant did certify a street assessment to Washington County. On the list one (1) Property I.D. had an incorrect amount assessed.

WHEREAS, attached is the completed Abatement Form which needs to be filed at Washington County to remove the certification of a street assessment bill from Property I.D. 15.030.21.13.0004, Grant, MN 55082.

WHEREAS, The City of Grant did certify a street assessment to Washington County. On the list one Property I.D. did apply and was approved for Delayed Payment of Tax Special Assessments; and

WHEREAS, attached is the completed Application for Abatement which needs to be filed at Washington County to defer the certification of a street assessment bill from Property I.D. 10.030.21.34.0005, 10250 Jody Avenue North, Stillwater, MN 55082; and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Grant County of Washington, State of Minnesota, that the Abatement Forms be approved and sent to Washington County with this Resolution to correct the certifications of the amount of this street assessment to \$0.00.

Adopted this 5th day of April by the Grant City Council.

Mayor Jeff Huber

City Clerk

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is entered into as of the 1st day of April 2022, by and between the **CITY OF GRANT**, a Minnesota municipal corporation (“**GRANT**”) and Back to Black Sealcoating. (“**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 bituminous patching and potholing 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 Bituminous Roadway Contracting services and has complied with all local, state, and federal laws regarding business permits and licenses that may be required to carry out such business and to perform the services specified in this Agreement. Upon request by GRANT, CONTRACTOR shall provide GRANT with copies of all documents reasonably requested by GRANT to verify the CONTRACTOR'S established business and the representations set forth herein. Notwithstanding any due diligence performed by GRANT with respect to the subject matter of these representations, CONTRACTOR shall indemnify and hold GRANT, Council members, agents and employees, harmless from any and all claims, causes of action, losses, damage, liabilities, costs and expenses, including attorney fees, arising from breach of the representations set forth in this Section.

5. Employees of Contractor

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

6. Obligations of CONTRACTOR

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

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

7. Obligations of GRANT

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

8. Insurance

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

9. Termination

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

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

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

10. Risk

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

11. Limitation of Liability

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

12. Indemnity and Warranty

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

13. Assignment

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

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

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

14. Miscellaneous

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

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

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

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

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

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

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

GRANT:

CONTRACTOR:

CITY OF GRANT

By:

Its: Mayor

By:

ATTEST

By:

Its: City Clerk

EXHIBIT A

STATEMENT OF WORK

| Work Activity | Description of Work |
|------------------|---|
| Pothole Repair | Bituminous roadway pothole repair as directed by the City |
| Roadway Patching | Bituminous roadway patching as directed by the City |

EXHIBIT B
RATE SCHEDULE

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

2022 - 2023 Rate Schedule

Back to Black Sealcoating Road Repairs Estimate

-Cost to repair bad spots on the roads for the city of Grant will be at \$250 per hour time will start when we load with asphalt. Hour rate includes (Truck \$90, 2- labors \$110, repair areas will be cleaned and filled with broom and blowers then compacted or rolled into place \$50) Additional cost may occur for larger areas to clean with a skid or a cleaning service at \$150 per hour.

-Asphalt that we use will be either a 41A mix or a sand mix depending on the size of the repair

-Repairs will be either blown out or swept and blown out depending on the size.

-Upon approval repairs will begin as plants start to open.

-Our company will dedicate full time to repair as soon as asphalt is available. Between the months of May 1st and October 1st we will only dedicate 1 day every other week for repairs.

-2 to 3 guys will be on site to make repairs. We will put out all safety sing and flagging to keep traffic at a steady flow.

-Invoices will be sent out weekly with a net 30 terms

Company info:

Back to Black Sealcoating

PO Box 125

Roberts WI 54023

651-653-1187 Office

715-760-0226 Cell

Brian Smith
backtoblack3@gmail.com

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 25, 2022

Re: Assessment Policy Revisions

Actions to be considered:

- Approve and adopt a resolution for revisions to the City's Assessment Policy for roadway work.

Facts:

The most recent assessment policy revisions were completed and adopted by council in 2019 and included most notably lowering the threshold for property owners to approve a project from seventy-five percent (75%) to at least fifty percent (50%).

The new assessment policy was discussed at a council workshop on March 22, 2022 and includes the following changes:

- The new policy will follow state statute 429 exclusively and eliminates the 50% percent requirement language for residents to approve a project in its entirety.
- The council will decide whether to accept the feasibility report and conduct a public hearing.
- If the council orders the public hearing, residents are strongly encouraged to attend or submit in writing their comments or opinion on the project prior to the hearing to the clerk. Each council member will use the available information to make an informed decision on whether to order a project or not.
- If the council does not order the project improvements, residents may continue pursuing support for the project on their own but must submit a new petition with at least seventy five percent (75%) of the parcels adjacent to the street in favor of a project before council would consider a new public hearing. In this case, the process would restart at the feasibility stage and include a new or amended feasibility report. All the associated costs to update or amend an existing feasibility report accepted by council for any roadway segments or projects will be the responsibility of the petitioners.

Action: Discussion. Adopt Resolution.

Attachment: Current Assessment Policy, Resolution

**RESOLUTION 2022-05
CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA**

**AMENDED POLICY FOR SPECIAL ASSESSMENTS
FOR ROAD IMPROVEMENTS**

WHEREAS the City Council of the City of Grant desires to amend its policy for determining the allocation of special assessments road improvements so all residents are treated, and improvements assessed, in a reasonable manner consistent with state law.

NOW, THEREFORE, be it resolved by the City Council of the City of Grant that the following special assessment policy be adopted.

**I.
BASIC PHILOSOPHY**

- A. The project costs associated with completion of the improvement shall be assessed against properties benefited by the improvement as defined by this policy.
- B. In carrying out this policy, the City Council shall act in the reasonable interest of the citizens of the City of Grant.
- C. The city may contribute roadway maintenance dollars together with the special assessments to pay for the improvements of the existing roadway.
- D. The city encourages all neighborhoods within the feasibility study to participate in the project to benefit from the economy of scale of a much larger competitively bid construction project.
- E. Unless otherwise approved by the City Council no special assessments will be levied against City of Grant unless the property owned meets the definition of a buildable lot as described below.

**II.
DEFINITIONS**

The following definitions shall have the following meanings:

- A. "Buildable lot" means the number of lots that exist, or could be created per city code, on a piece of property. "Buildable lots" shall include consideration of whether a parcel of land is dividable or was lawfully divided.
- B. "Improvement" means any type of improvement granted by Minnesota Statutes §429.021.

- C. "Project" means any single roadway segment or any combination of several roadway segments together representing a single project ordered by Council.
- D. "Reconstruct" means removal, reclaiming, replacement, or overlay of the existing roadway surface or section and may include aggregate base, subgrade, and drainage.

III.

ALLOCATION OF SPECIAL ASSESSMENTS

- A. **Assessment Method.** Unless otherwise directed by the City Council, lots to be assessed are those with either 1.) an address on the road to be improved or 2.) road frontage on the road to be improved. The assessment may be allocated as follows:
 - 1. On a per project basis.
 - 2. Each buildable lot with road frontage and an address or potential address on the road to be improved shall be assessed as one unit.
 - 3. Each buildable lot with road frontage on the road to be improved, but with an address for that parcel on a different street, shall be assessed as one quarter ($\frac{1}{4}$) unit. A buildable lot shall not be charged more than one unit per project or assessable event.
 - 4. A buildable lot with no frontage on the road to be improved, but where the address for that buildable lot is on the road to be improved shall be assessed as one quarter ($\frac{1}{4}$) unit.
 - 5. A buildable lot that generates additional traffic may be assessed based upon the traffic generated.
- B. **Alternate Assessment Methods.** When in the judgement of the City Council the Assessment Method does not fairly apportion the proposed assessments, the City Council may adopt an alternate method of assessment, including but not limited to front foot, buildable lot, a combination of front foot and buildable lot, or any other methodology which reasonably apportions the assessments.
- C. In no event shall the amount of any special assessment exceed the benefit to the property being assessed.

IV. PROCEDURES

Petitions to reconstruct existing paved roads or to pave gravel roads:

- A. **Petition by one hundred percent (100%) owners.** Whenever all owners of frontage abutting any street or with access to any street named as the location of an improvement petition the City Council to construct the improvement and sign a waiver of rights to appeal to assess the entire cost against their properties, the Council may, without a public hearing, adopt a resolution determining such fact and ordering the improvement.

- B. **Petition by at least thirty-five percent (35%) of owners.** When the improvement has been petitioned for by the owners representing at least thirty-five percent (35%) of the units proposed to be assessed, the City Council may authorize the City Engineer to prepare a Feasibility Report.
 - a. The cost to prepare the report will initially be paid for by the city. If a project is ordered, the cost to prepare the report will be included with the total project costs to be assessed. If the project is not ordered, the initial cost of the report will remain the responsibility of the city.

- C. **Consideration of Projects.** The first step in the project approval process is for council to accept the feasibility report by resolution and to order the public improvement hearing. The purpose of the hearing is to take public comment and for council to discuss a specific local improvement before ordering it done. A published and mail notice is required describing the assessment proceedings and notifying property owners of the date and time of the public hearing.
 - a. Property owners to be assessed are strongly encouraged to attend the public hearing or to submit in writing to the clerk prior to the hearing their comments or opinion on the project. Council members will consider all public input prior to voting on ordering the improvement.
 - b. Ultimately the council decides whether a project is ordered if the improvement is made pursuant to a legally sufficient petition from property owners.
 - c. The council may order the improvements by adopting a resolution with a simple majority vote at any time within 6 months after the date of the improvement hearing.
 - d. If the council does not order the project improvements, residents may continue pursuing support for the project on their own but must submit a new petition with at least seventy five percent (75%) of the parcels adjacent to the street in favor of a project before council would consider a new public

hearing. In this case, the process would restart at the feasibility stage and include a new or amended feasibility report. All the associated costs to update or amend an existing feasibility report for any roadway segments or projects will be the responsibility of the petitioners.

- e. The City Council reserves the right to initiate any local improvement in ordering a feasibility report in accordance with the best interest of the citizens of the City of Grant. In this case, a “super majority” or four-fifths vote is required when ordering the improvement.

- D. Notwithstanding the foregoing, the City Council reserves the right to approve or disapprove of any project in accordance with the best interest of the City of Grant.
- E. Those petitions submitted in accordance with Minnesota Statute 429 et.seq. shall be considered in accordance therewith.

EFFECTIVE DATE. This policy is effective on the date of adoption.

Whereupon a vote being taken upon the motion, the following members voted in favor:

Whereupon a vote being taken upon the motion, the following members voted against:

Whereupon said motion was duly passed this ___ day of _____, 2019.

Jeff Huber, Mayor

ATTEST:

Kim Points, City Clerk

**RESOLUTION 2019-06
CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA**

**AMENDED POLICY FOR SPECIAL ASSESSMENTS
FOR ROAD IMPROVEMENTS**

~~WHEREAS, WHEREAS~~ the City Council of the City of Grant desires to amend its policy for determining the allocation of special assessments road improvements so all residents are treated, and improvements assessed, in a ~~reasonable~~~~fair~~ manner consistent with state law.

NOW, THEREFORE, be it resolved by the City Council of the City of Grant that the following special assessment policy be adopted.

**I.
BASIC PHILOSOPHY**

- A. The project costs associated with completion of the improvement shall be assessed against properties benefited by the improvement as defined by this policy.
- B. In carrying out this policy, the City Council shall act in the ~~reasonable~~~~best~~ interest of the citizens of the City of Grant.
- C. The ~~City~~~~city~~ may contribute roadway maintenance dollars together with the special assessments to pay for the improvements of the existing roadway.
- D. The ~~City~~~~city~~ encourages all neighborhoods within the feasibility study to participate in the project to benefit from the economy of scale of a much larger competitively bid construction project.
- E. ~~Unless otherwise approved by the City Council n~~No special assessments will be levied against City of Grant unless the property owned meets the definition of a buildable lot as described below.

**II.
DEFINITIONS**

The following definitions shall have the following meanings:

- A. "Buildable lot" means the number of lots that exist, or could be created per city code, on a piece of property. "Buildable lots" shall include consideration of whether a parcel of land is dividable ~~or was lawfully divided~~.
- B. "Improvement" means any type of improvement granted by Minnesota Statutes §429.021.

- C. "Project" means any single roadway segment or any combination of several roadway segments together representing a single project ordered by Council.
- D. "Reconstruct" means removal, reclaiming, replacement, or overlay of the existing roadway surface or section and may include aggregate base, subgrade, and drainage.

III. ALLOCATION OF SPECIAL ASSESSMENTS

A. **Assessment Method.** Unless otherwise directed by the City Council, Lots to be assessed are those with either 1.) an address on the road to be improved or 2.) road frontage on the road to be improved. The assessment may shall be allocated as follows:

1. On a per project basis.
2. Each buildable lot with road frontage and an address or potential address on the road to be improved shall be assessed as one unit.
3. Each buildable lot with road frontage on the road to be improved, but with an address for that parcel on a different street, shall be assessed as one quarter (¼) unit. A buildable lot shall not be charged more than one unit per project or assessable event.
4. A buildable lot with no frontage on the road to be improved, but where the address for that buildable lot is on the road to be improved shall be assessed as one quarter (¼) unit.
5. A buildable lot that generates additional traffic may be assessed based upon the traffic generated.

B. **Alternate Assessment Methods.** When in the judgement of the City Council the Assessment Method does not fairly apportion the proposed assessments, the City Council may adopt an alternate method of assessment, including but not limited to front foot, buildable lot, a combination of front foot and buildable lot, or any other methodology that which reasonably apportions ~~fairly and equitably apportioning~~ the assessments.

C. In no event shall the amount of any special assessment exceed the benefit to the property being assessed.

C.

IV. PROCEDURES

Petitions to reconstruct existing paved roads or to pave gravel roads:

- A. **Petition by one hundred percent (100%) owners.** Whenever all owners of frontage abutting any street or with access to any street named as the location of an improvement petition the City Council to construct the improvement and sign a waiver of rights to appeal to assess the entire cost against their properties, the Council may, without a public hearing, adopt a resolution determining such fact and ordering the improvement.
- B. **Petition by at least thirty-five percent (35%) of owners.** When the improvement has been petitioned for by the owners representing at least thirty-five percent (35%) of the units proposed to be assessed, the City Council may shall authorize the City Engineer to prepare a Feasibility Report.
- a. The cost to prepare the report will initially be paid for by the Citycity. If a project is ordered, the cost to prepare the report will be included with the total project costs to be assessed. If the project is not ordered, the cost of the report will remain the responsibility of the Citycity.
 - b. Property owners petitioning the City after council's reception and acceptance of the initial feasibility report will be responsible for the cost of a new or amended feasibility report.
 - a.
- C. **ConsiderationApproval of Projects.** The first step in the project approval process is for council to accept the feasibility report by resolution and to order the public improvement hearing. The purpose of the hearing is to take public comment and for council to discuss a specific local improvement before ordering it done. A published and mail notice is required describing the assessment proceedings and notifying property owners of the date and time of the public hearing.
- a. Property owners to be assessed are strongly encouraged to attend the public hearing or to submit in writing to the clerk prior to the hearing their comments or opinion on the project. Council members will consider all public input prior to voting on ordering the improvement.
 - b. Ultimately the council decides whether a project is ordered if the improvement is made pursuant to a legally sufficient petition from property owners.
 - c. The council may order the improvements by adopting a resolution with a

simple majority vote at any time within 6 months after the date of the improvement hearing.

- d. The City Council reserves the right to initiate any local improvement in ordering a feasibility report in accordance with the best interest of the citizens of the City of Grant. In this case, a “super majority” or four-fifths vote is required when ordering the improvement.

~~After receiving the Feasibility Report, if property owners representing at least fifty percent (50%) of the units proposed to be assessed approve the project, the project shall be ordered. If less than fifty percent (50%) of the units to be assessed approve the project, the project may be partially or fully rejected by Council.~~

- a. ~~The feasibility report is valid for up to 3 years from Council reception and acceptance.~~
- b. ~~Street segments partially or fully rejected by Council for not meeting the fifty percent (50%) participation rule will need to begin the petition process over.~~
- c. ~~Property owners petitioning the City after 3 years from Council reception and acceptance of the initial feasibility report will be responsible for the cost of a new or amended feasibility report.~~

- D. Notwithstanding the foregoing, tThe City Council reserves the right to approve or disapprove of any project in accordance with the best interest of the ~~citizens of the~~ City of Grant.

- E. Those petitions submitted in accordance with Minnesota Statute 429 et.seq. shall be considered in accordance therewith.

EFFECTIVE DATE. This policy is effective on the date of adoption.

Whereupon a vote being taken upon the motion, the following members voted in favor:

Whereupon a vote being taken upon the motion, the following members voted against:

Whereupon said motion was duly passed this ___ day of _____, 2019.

Jeff Huber, Mayor

ATTEST:

Kim Points, City Clerk

Memorandum

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

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

Date: March 25, 2022

Re: Pine Tree Lake Pump Station Modifications

Actions to be considered:

- Approve Pine Tree Lake Pump Station Modifications and award contract to Kilmer Electric to complete the work.

Facts:

The new system includes housing the floats adjacent to the pump house within a perforated 24" PVC standpipe to protect them from the elements and rodent damage. The float systems would be wired electronically to an alarm dialer using a cellular phone line to notify up to 16 channels. The improvements would also include install the powering wiring, remote antenna, start-up and training.

The items that are included with the new system include the following:

- The hardware/Software is KI alarm dialer – see attached sheet.
- New floats and stilling well standpipe
- Software upgrades and portal maintenance included with annual or monthly fees
- Software is password protected maintained by KI alarm dialer
- Warranty period is one year

City Staff recommends awarding Kilmer Electric for the base bid amount as described in the attached quote in the amount of \$10,737.00

Action: Discussion. Approve Modifications and accept quote from Kilmer Electric to complete the work.

Attachment: Quote from Kilmer Electric

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.

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Attachment: Quote from Kilmer Electric



Monitor your entire facility with our out-of-the-box alarm solution.

- > **MULTI-PURPOSE**
- > **SCALABLE**
- > **EASY TO CONFIGURE**

KI ALARM DIALER offers a streamlined pre-configured alarm monitoring system that is nearly plug and play. It will help modernize your operations and provide you peace of mind.

No other alarm dialer hardware can expand inputs/outputs like KI Alarm Dialer, with flexibility to add unlimited ADAM's modules. Our software seamlessly communicates with your existing hardware, and can easily scale up to monitor your entire water, wastewater, or industrial facility.

KI Alarm Dialer is backed by Kennedy Industries with over 60 years of customer service in water/wastewater. We provide 24/7 support with a complete array of Account Managers, Field Service, Repair, and Controls Engineers.

There isn't a water related problem we can't solve.

Call us to find out more at:
(248) 684-1200



LX60 Modem

- Monitor 5 inputs from one device.
- Ethernet port for unlimited expansions
- Digital inputs are dry contacts or voltage inputs up to 24 volts



ADAM's Module

- Wide range of expandable I/O devices
- No need for internal programming
- Multiple communication protocols

Industrial
Commercial
Underground



5141 Lakeland Avenue North
Crystal, Minnesota 55429
Telephone: (763) 425-2525
Fax: (763) 424-1258

January 17, 2022

Mr. Ryan Kotta
Morcon Construction

Re: Pine Tree Lake Pump Station
Township of Grant, MN

Dear Ryan,

Killmer Electric Company proposes to provide electrical construction services for the subject project. This proposal is prepared in accordance with site review and as noted below.

Misc. Included

- 20-24" Diameter PVC stilling well to house float switches.
- Provide a KI alarm Dialer that has web portal/cloud alarming and historical display. Low level alarm and Pump failure alarm. Yearly Cellular and web portal service is \$480.00
 - For additional Cost this Dialer could have future expandability.
 - This can be expanded to monitoring of up to 16 points.
 - Also web portal could provide remote control of pump along with expandable control if a level transducer or radar were ever installed.
- Provide power wiring and remote antenna.
- Startup and training once complete.

Excluded

- Overtime and/or shift time.
- Payment and performance bonds.

Base Bid: \$10,737.00

Alternate for Basic Cellular Dialer: Deduct \$1,250.00

Up to 8 phone numbers and 8 channels of alarm. No web portal and Township must get Cellular number/data plan and provide SIM card.

Thank you for the opportunity to provide a proposal on this project.
Please call with any questions or comments.

Regards,

A handwritten signature in black ink that reads "Matthew Pettit".

Matthew Pettit
Project Manager

An Equal Opportunity Employer





STAFF REPORT

To: Mayor and City Council
Kim Points, City Clerk/Administrator

Date: March 29, 2022

CC: Brad Reifsteck, PE, City Engineer
David Snyder, City Attorney

RE: Application for an Amended
Conditional Use Permit for
Woodbury Lutheran Church at
9050 60th Street N

From: Jennifer Haskamp
Consulting City Planner

Background

The Applicant, Woodbury Lutheran Church, is requesting an amendment to the existing CUP on the subject property to allow for the development of outdoor recreational improvements to include a playground, 20' x 30' paved sport court, and a 30' x 40' (1,200 Square Feet) pavilion. The Site Plan shows that to develop the recreational components, it is necessary to excavate and fill some existing drainage area that developed as result of more roadways and impervious surface in the surrounding area. Since on-site stormwater management is required to support the site, and any improvements, a new drainage plan and supplemental drainage area will be developed to channel the water southeast of the proposed pavilion and open grass/play area. Additional landscaping on the site will be completed as part of the project including a rain garden and pollinator garden.

There is an existing CUP on the subject property that was first issued in 1982 for the construction and operation of the church, which was obtained by the Lutheran Church of the Risen Christ. Churches were, and remain, a permitted use with a CUP in the R-1 Zoning District. The CUP was later amended in 1999, and no further amendments to the permit have been granted since 1999. The Applicant currently uses the site for a church operation, and the existing CUP remains valid. The proposed amendment would add the proposed exterior improvements and modifications to the CUP.

Prior to the Planning Commission, the Applicant submitted a summary response to the staff report on March 4, 2022 which is included as Attachment D to this staff report. The analysis contained herein has been updated to reflect the Applicant's response, where applicable.

Planning Commission and Public Hearing

A duly noticed public hearing was held on March 9, 2022, and property owners within 1,320-feet were notified of the subject application. One member of the public provided written testimony regarding concern of the improvements being open to the public.

After closing the public hearing the Planning Commission discussed the application. Concerns regarding the use of the pavilion were identified, specifically whether there would be events, at what times, etc. There was



also concern regarding amplification of activities in the pavilion if used for gatherings and events. After discussion the Planning Commission recommended approval of the Amended Conditional Use Permit with conditions. A draft of the Amended CUP, with the conditions as recommended by the Planning Commission is provided in Attachment A of this staff report.

Application Summary

| | |
|---|---|
| Applicant: Elden Lamprecht, on behalf of Owner: Woodbury Lutheran Church | Site Size: 4.02 Acres |
| Zoning & Land Use: R1 – Single Family Residential | Request: Amended Conditional Use Permit (CUP) |
| Address: 9050 60 th St. N. Grant, MN | Location Description and PIDs: PID 34.030.21.33.002, subject property generally located northwest of the 60 th Street N and Jarvis Avenue N intersection |

The Applicant is requesting an amendment to the existing CUP issued on July 6, 1982 and later amended in June of 1999. A summary of the proposed amendment is as follows:

- Exterior Improvements including:
 - Playground including play structure
 - 20' x 30' Sport Court (approximately 600 SF)
 - 30' x 40' Pavilion (approximately 1,200 SF)
 - Rain Garden, and pollinator garden
- Excavation and fill of existing natural drainage area and improvements to the drainage area southeast of the proposed improvements. Improvements to drainage area will include installation of a catch basin near the proposed sport court that will drain to a new drainfield area south of the proposed improvements. The design will improve the existing drainage patterns on site and will accommodate a 100-year rain event on site.

The proposed site improvements include excavation and modification of drainage areas on site, and as a result the City Engineer and the Valley Branch Watershed District (VBWD) must review the proposed request. The Applicant has submitted a copy of the permit issued by the VBWD for the proposed project which is provided in the Applicant's submission materials.

As stated within the attached narrative no other changes are proposed to the operations, and the Applicant intends to operate in compliance with the 1982 and 1999 CUP that addresses the church operations.

Review Criteria

The City Code addresses amendments to existing CUPs in Section 32-152 that states, "An amended conditional use permit application may be administered in a manner similar to that required for a new conditional use permit..." As such, the Application to amend the CUP is processed accordingly, and the requested amendment is to consider only those portions of the operations and/or facility that are proposed to change. The City Code states the following for consideration when reviewing a Conditional Use Permit (32-141):



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

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

The purpose of this amendment is not to consider the use of the property as a Church, since the determination that the use is consistent with the City’s regulations was approved in 1982, and as later amended in 1999. This amendment relates specifically to allowing the outdoor recreation components including the playground, 20’x30’ paved sport court, 30’ x 40’ pavilion, rain garden and pollinator garden.

Existing Site Conditions

The site is located on the southern edge of the City, which is bordered by Highway 36 on the south. The area is generally used for a mix of general business uses along the 60th Street corridor, and rural residential properties exist east of the site along the frontage.

9050 60th Street North, PID 3403021330002

The parcel is described as being in the Southwest Quarter of Section 34, Township 30 North, Range 21 West. The parcel is approximately 4.02 acres, is regular in shape, and is a corner lot bordered by 60th Street North on the south and Jarvis Avenue on the east. 60th Street North is the frontage road to Highway 36, which serves generally as the municipal border between the Cities of Grant and Lake Elmo to the south. The existing building was constructed in compliance with the initial CUP issued in 1982, and the building is generally located near the center of the parcel. There is large parking lot north of the existing building that connects to 60th Avenue North on the southwest corner of the property and connects with Jarvis Avenue to the east. There is an existing natural drainage area southeast of the existing building and parking lot that is connected to a pond area on the southeast corner of the site.

Comprehensive Plan Review

The site is guided RR – Rural Residential in the City’s adopted Comprehensive Plan. Land within the RR land use designation is generally described as supporting rural residential uses with limited commercial and institutional uses as identified and allowed within the City’s zoning ordinance. The proposed amendment does not change the use of the site for a Church, which is identified as a compatible use within the City’s Comprehensive Plan and supporting Zoning Ordinance.

Zoning/Site Review

The Applicant submitted a Site Plan for the proposed amendment (See attached Attachment C, Construction Plan C1). The following dimensional review is provided for review and consideration.



Dimensional Standards

The following site and zoning requirements in the R-1 district for Churches which includes the most restrictive regulations and performance standards related to the proposed amendment. The following review is conducted focusing on the proposed improvements.

| Dimension | Standard |
|--|---|
| Minimum Lot Area per non-residential structure (Per Sections 32-313) | As per permit |
| Frontage – (Per Sections 32-245 & 32-352) | County/State Road and 300' |
| Front Yard Setback | 65' |
| Side Yard Setback (from street in case of corner lot) | 65' |
| Side Yard Setback (from interior lot lines) | 20' |
| Rear Yard Setback | 50' |
| Height of Structure | 35' |
| Accessory Buildings (# and Total SF) | Maximum of 2 buildings not to exceed 2,000 SF |
| Fence | May be on property line, but not within any ROW |
| Driveway Setback | 5' |
| Parking Lot setback | 10' from ROW |
| Wetland Setback Structure (Buffer) | 75' (50') |
| Impervious surface coverage | 50% |
| Floor Area Ratio | 30% |

Lot Area and Accessory Building Standards

The subject property is approximately 4.02 acres and is used for a non-residential structure. Section 32-313(b) states that the maximum building size is established for a CUP based on the lot size. As identified, the maximum square footage on parcels between 3 and 4.99 acres is 2,000 Square Feet, and the existing church structure is approximately 13,000 SF. Since the church was approved as part of the 1982 CUP, the existing parcel, building and size are considered legally non-conforming. Since no improvements to the structure are proposed, the existing non-conforming use is not intensified.

No plans were submitted for the pavilion structure, however the footprint is approximately 1,200 SF, and the City has typically defined similar structures as an accessory structure. The Applicant submitted an example of the type of structure contemplated in their supplemental materials which is provided in Attachment D. (The sport court and play structure are not subject to accessory building standards since they are not covered). On parcels between 3 and 4.99 acres, a maximum of 2 accessory buildings are permitted not to exceed a maximum of 2,000 square feet. From the aerial, there is an existing shed that is approximately 155 square feet. *If the existing shed remains, the shed and*



the pavilion will have a total of approximately 1,355 Square Feet of Accessory Building on site and meets the ordinance requirements. Staff recommends including a condition that no more than two accessory buildings are permitted on site, and that the total square footage may not exceed 2,000 SF.

Setbacks

As shown on the Construction Plan, the proposed pavilion and play structure are located southeast of the existing building. The proposed pavilion is setback approximately 55-feet from the easterly property line (75-feet from the traveled surface of Jarvis Avenue), 5-feet from the existing parking lot on-site, and 130-feet from 60th Street N. The play structure area is setback approximately 100-feet from the easterly property line, and 70-feet from the paved road surface of 60th Street North. As proposed, the Pavilion does not comply with the side-yard setback for structures on a corner lot from a road right-of-way. The Applicant has indicated that they will rotate the pavilion 90-degrees so that it is oriented north-south to meet the setback requirements. The marked-up site plan demonstrates that this is feasible. **Staff recommends that the Site Plan be updated to show the structure meeting the required setback.**

Architectural/Building Plans

No building plans were submitted as part of this application. As previously noted, the proposed improvements include an approximately 1,200 square foot pavilion and the supplemental materials show a concept of a pavilion that is covered with a concrete floor. The maximum height of any accessory building is 35 feet. **Staff recommends including a condition that the Applicant must submit an elevation plan of the pavilion that is to-scale and clearly demonstrates the height of the proposed structure prior to a building permit being issued.**

No other accessory structures or modifications to the church are proposed, and the site plan clearly demonstrates the location of the sport court and play structure proposed.

Outdoor Gathering Spaces

The Applicant is proposing to install and construct a play structure, sport court and pavilion on the site. All three of these areas will increase outdoor activity on the site and will generate more use than the existing church facility. The Applicant addressed this loosely during the planning commission meeting but could not describe in detail the types of events that may be held. The Applicant references that the play structure and sport court will be accessible to the public or adjacent neighborhoods. The Planning Commission was interested in learning more about the outdoor activities, but given the lack of information, they recommended discussion by the City Council and also included additional conditions for consideration. **The Planning Commission recommended including a condition that the hours of operation be limited to 9:00 PM, and that all furniture used in the pavilion must be stored indoors when**



not in use. (See Attachment X: Draft Amended CUP).

Lighting

The submitted site plan does not identify any proposed lighting of the area. There are existing overhead lights in the parking lot that may provide some ambient light to the outdoor areas. The Applicant indicated that some lighting under the roof of the pavilion will be used for security purposes. ***Staff has included a condition that the lighting is restricted to security lighting and must be mounted under the roof of the pavilion. No addition exterior site lighting is approved or permitted as part of this amended permit. The lighting in the pavilion must be downcast and must meet all applicable City Ordinances.***

Landscape Plan, Fencing & Stormwater

As noted in the submitted application materials, excavation and site work is necessary to construct the sport court, pavilion and play structure. As noted on the Construction Plan, a catch basin will be constructed between the Sport Court and Pavilion near the southern edge of the parking lot and a large swale will be graded into the site to allow for water and drainage to flow to the stormwater area on the southeast corner of the site. The open grass and play area will be reseeded as part of the project. As noted in the narrative, a rain garden and pollinator garden are proposed but are not identified on the plan, and the Applicant shows the rough area on the marked-up concept plan provided as supplemental information. ***Staff recommends including a condition that the Site Plan be updated to include the location of the rain garden and pollinator garden prior to the issuance of the grading permit.***

The Construction Plan (Sheet C1) also notes that a Fence will be constructed to surround the Play Structure area. A detail of the fence was not provided as part of the submission, but the Applicant noted in their supplemental information that the fence is proposed to be a 48" chain-link fence. ***Staff recommends including a condition that the fence detail, including height, material, and location should be provided on the updated Site Plan.***

Engineering Standards

Since a part of this project includes the relocation/excavation of stormwater features the City Engineer must review and approve the grading plan, and stormwater plan if necessary. As noted on the Construction Plan, the Existing Drainage Area and Proposed Drainage Area are the same, but there is a slight increase in the amount of impervious surface due to the improvements (increase of approximately 1,800 SF). ***Given the improvements contemplated with the proposed development, staff recommends including a condition that the City Engineer must review and approve the Construction Plan (Site Plan), as revised, and that the Applicant must obtain a grading plan prior to the commencement of any work on site.***

Other Agency Review

The property is located within the Valley Branch Watershed District, and the Applicant has obtained the required permit which is attached to their submission materials.



Action requested

The Planning Commission unanimously recommended approval of the amendment to the CUP with the conditions as noted in the attached Permit.

- The Applicant must obtain a grading permit prior to the commencement of any site work.

Attachments

Attachment A: Draft Amendment to CUP

Attachment B: Application

Attachment C: Construction Plan – Sheet C1 (Site Plan)

Attachment D: Supplemental Applicant Response dated March 4, 2022

Attachment E: Resolution 2022-06



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

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

CONDITIONAL USE PERMIT

| | |
|-------------------|-----------------|
| Application Date: | 1/26/21 |
| Fee: \$400 | Escrow: \$3,000 |

Pd check # 46180 \$5,180.50

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.

| | | |
|---|--|--|
| PARCEL IDENTIFICATION NO (PIN): 34.030.21.33.0002 | | LOT SIZE: 4.02 acres |
| PROJECT ADDRESS: Woodbury Lutheran Church Oak Hill Campus 9050 60th St N Stillwater, MN 55082 | OWNER: Name: Woodbury Lutheran C Address: 7380 Afton Rd City, State, Zip: Woodbury, MN Phone: 651 739 5144 Email: wlc@woodburylutheran.org | APPLICANT (If different from Owner): Name: Elden Lamprecht Address: 2807 Hilo Ave N City, State, Zip: Oakdale, MN 55128 Phone: 651 788 2591 Email: eldenL4@yahoo.com |
| BRIEF DESCRIPTION OF REQUEST: A 0.485 acre area will be excavated to install a catch basin and drain field to accommodate a 100 year rain event then filled to accommodate a playground, paved sport court, 30' x 40' pavilion, rain and pollinator gardens. Construction access will be provided over a temporary driveway constructed to Jarvis Ave. | | |
| APPLICABLE ZONING CODE SECTION(S): Please review the referenced code sections for a detailed description of required submittal documents, and subsequent process. - Division 5. Conditional Use Permits 32-141 through 157, others | | |

Required Signatures

*** Note: All parties with a fee interest in the real estate must sign this application before the City will review for completion! ***

Applicant

Name: Elden Lamprecht
(Please print)
 Address: 2807 Hilo Ave N
 City, State, Zip: Oakdale, MN 55128
 Phone: _____
 Cell Phone: 651 788 2591
 Email: eldenL4@yahoo.com
 Signature: *Elden Lamprecht*
 Date: January 17, 2022

Fee Title Property Owner

(If different from Applicant)

Name: Woodbury Lutheran Church
(Please print)
 Address: 7389 Afton Rd
 City, State, Zip: Woodbury, MN 55125
 Phone: 651 739 5144 / 8544
 Cell Phone: 651 248 9535
 Email: stutelbergm@woodburylutheran.org
 Signature: *Clara Stutelberg*
 Date: 1/17/22

** For Applicant's use and records

Conditional Use Permit Checklist:

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.

COPIES: One (1) Electronic copy of full submission; Two (2) 11x17 half-scale scalable hard copy plan sets.

Site Plan: All plans must be to-scale, scalable, and include a north arrow.

- Property dimensions
- Area in acres and square feet
- Identified setbacks (Front, Side, Rear)
- Identify Buildable area (if applicable)
- Location of existing and proposed buildings (including square footage, foot print, and dimensions to lot lines)
- Location of existing utilities, drainfield locations
- Location of current and proposed curb cuts, driveways and access roads
- Existing and proposed parking (if applicable)
- Off-street loading areas (if applicable)
- Existing and proposed sidewalks and trails (if applicable)
- Sanitary sewer and water utility plans (if expansion is needed)

Existing Conditions:

- Aerial of site and adjacent properties
- Location of all wetlands (NWI, or similar)
- Topographic contours at 2-foot intervals
- Water bodies, Ordinary High Water Level, 100-year flood elevation

Grading Plan (if applicable): All plans must be to-scale, scalable, and include a north arrow.

- Grading Plan
- Finished grading and drainage plan sufficient to drain and dispose of all surface water accumulated
- Stormwater Plan and Calculations (if applicable)

Landscape Plan (if applicable): All plans must be to-scale, scalable, and include a north arrow.

- Landscape plan identifying species and size of trees and shrubs
- Screening plan

Architectural/Building Plan (if applicable): All plans must be to scale, scalable, and include a north arrow.

- Location of existing and proposed buildings and their size including dimensions and total square footage
- Proposed floor plans (if applicable)
- Proposed elevations (if applicable)
- Description of building use for proposed CUP

Written Narrative Describing your request: 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:

- Description of operation or use
- Number of employees (if applicable, if not state why)
- Sewer and water flow/user rates (if applicable, if not state why)
- Any soil limitations for the intended use, and plan indicating conservation/BMP's
- Hours of operations, including days and times (if applicable)
- Describe how you believe the requested conditional use fits the City's Comprehensive Plan

Conditional Use Permit Checklist:

Statement acknowledging that you have contacted the other governmental agencies such as watershed districts, Washington County departments, state agencies, or others that may have authority over your property for approvals and necessary permits.

Paid Application Fee: \$400

Paid Escrow*: \$3,000 *Any remaining funds, after expenses, are returned to the Applicant. Expenses incurred over \$3,000 will be billed to the Applicant.

Materials that may be required upon request:

Survey of the Property: An official survey, by a licensed surveyor, may be requested with the application. The survey shall be scalable and either Full Scale, or Half Scale (11"x17") as requested by the Zoning Administrator.

Full scale plans at a scale not smaller than 1"=100'

Sanitary and stormwater plans. Sanitary and/or stormwater plans may be requested depending on the proposal of the Conditional Use Permit.

Wetland Delineation. If the proposed project is near a potential wetland boundary or setback, delineation may be required to fully evaluate and approve, or deny, the Conditional Use Permit.

Checklist:

Please review the attached checklist. Minnesota State Statute 15.99 provides the City of Grant 15 business days to determine the application's completeness. Completeness depends on whether or not the applicable checklist items are fulfilled and submitted with your application.

Review Deadline and Timeline:

All applications must be received by the deadlines as posted on the City's website. Failure to submit by the date shown may result in a delay in the scheduling of the application for public hearing. Meeting the deadline does not guarantee that an application will be heard at the next meeting. To improve likelihood of appearing on an agenda, it is recommended that applications be submitted earlier than the deadline.

According to Minnesota State Statute 15.99 a Conditional Use Permit has a Statutory review period of 60 days, with the City's ability (which includes city staff and consultants) to extend the review for an additional 60 days if necessary due to insufficient information, directive to provide additional information, the tabling or postponement of an application, lack of quorum, or schedules.

Application for Planning Consideration Fee Statement:

(Please read carefully and understand your responsibilities associated with this land use application)

The City of Grant has set forth a fee schedule by City Ordinance as posted on the City's website. The City of Grant often utilizes consulting firms to assist in the review of projects. The consultant and city rates are available upon request. By signing this form, the Applicant accepts sole responsibility for any and all fees associated with the land use application from the plan review stage; the construction monitoring stage; and all the way to the release of any financial guarantees for an approved project. In the event the Applicant fails to make payment of all fees associated with the project, the City of Grant will assess any unpaid or delinquent fees related to this application or project against the subject property. If a project is denied by the City Council or withdrawn by the Applicant, the fees associated for the project until such denial or withdrawal, remain the Applicant's responsibility.

I/WE UNDERSTAND THE FEE STATEMENT AND RESPONSIBILITIES ASSOCIATED WITH THIS LAND USE APPLICATION:

Applicant

Fee Title Property Owner

(If different from Applicant)

Elden Lamprecht
Signature

Max Stelberg
Signature

Elden Lamprecht
Printed Name

Max Stelberg
Printed Name

January 17, 2022
Date

1/17/22
Date

To: City of Grant
111 Wildwood Road
P.O. Box 577
Willernie, MN 55090

January 26, 2022

| | | | |
|------------|-------------------|--------|--------------------------|
| Applicant: | Elden Lamprecht | Owner: | Woodbury Lutheran Church |
| | 2807 Hilo Ave N | | 7380 Afton Rd |
| | Oakdale, MN 55128 | | Woodbury, MN 55125 |
| | 651-788-2591 | | 651-739-5144/8544 |

Project Address: Woodbury Lutheran Church - Oak Hill Campus
9060 50th St. N
Stillwater, MN 55082

Re: City of Grant Conditional Use Permit Application

The Proposed Project

Woodbury Lutheran Church seeks approval to improve the 0.465-acre area located in the southeast corner of their Oak Hill Campus property. The church property is located at the highest elevation in the City. The subject area is the upper end of a natural ravine which became land locked when the now Highway 36 was constructed leaving a designated non wetland depression. Chatek is the soil profile of that ravine. The Chatek soil has moderately rapid permeability in the sandy loam mantle and rapid permeability in the gravelly sand underlying material. Natural fertility, available water capacity and organic matter content are low. Hence, the site is well suited for managing rainfall and snowfall events. In a typical precipitation year, water no longer ponds two weeks after a precipitation event.

The proposed project respects the 100-year precipitation event by the addition of a drain field with stand and clean out pipes at the ponding elevation. Important focus elevations for the changes in water management as the result of site improvements are as follows:

Proposed High-Water Level = 1041.8'

Existing High-Water Level = 1038.3'

Following the installation of a drain field, clean fill will be imported with the site graded to profiles indicated in the site plan. All necessary provisions will be exercised to minimize erosion of open ground during the excavation process. The 3.5' difference between Proposed and Existing High-Water Level results from runoff of the calculated increase in impermeable surface area of the paved sport court and pavilion placeholders. A Valley Branch Watershed District permit (VBWD Permit #2022-09) was issued for the project. An optional catch basin design and outfall line, provided by the VBWD engineer, is appended to the site plan. Neither the design nor the build date of the pavilion have been established at this time.

Consideration for the City's Comprehensive Plan

The City does not have a family oriented playground, sport court and pavilion combination and will not manage park land (p. 40). Yet the City's demographics report a high ratio of households with children. The three Woodbury Lutheran campuses currently use the Oak Hill Campus for Wednesday youth group activities. A 4-H club uses the facilities for their meetings. Summer time Sunday School classes commonly include outdoor activities. Today's youth currently play at the parking lot basketball backstop while their parents are convening in the church building. The parking lot is a frequent stop off place for Washington Co. Sheriff personnel, for business people and transient vendors lunching or doing paperwork, and, most recently, University of Minnesota Entomology students as a staging area for pollinator / butterfly data collection research. The project additionally includes a raingarden feature around the ponding area for enjoyment.

Request For Forbearance

The proposed playground, sport court, pavilion and playable open space are intended for use by both visitors at the church and the public at large. Consider that the church building is currently used as a voting location. Community health service and education events are held on site. Neighborhood residents commonly course through the grounds throughout the year. Because the improvements likely will welcome and attract community resident families, it is requested that the \$280.50 fee calculated on the cu. yd. of imported fill be refunded to Woodbury Lutheran Church.

Summary

The proposed project preserves a natural groundwater percolation feature while managing the risk of a 100-year precipitation event. The added amenities of playground, sport court, pavilion and playable open space will serve to welcome and host visitors to the area. Final grades and seeding will greatly enhance maintenance of the site's southeast gateway.



January 20, 2022

Mark Stutelberg
Woodbury Lutheran
9050 60th Street North
Stillwater, MN 55082

Elden Lamprecht
Woodbury Lutheran
9050 60th Street North
Stillwater, MN 55082

**Re: Woodbury Lutheran--Oak Hill Campus—Grant, Minnesota
VBWD Permit #2022-09**

Dear Messrs. Stutelberg and Lamprecht:

Enclosed is the Valley Branch Watershed District (VBWD) permit for your project. Please note the following conditions imposed by the Managers, which are also listed on the back of the permit.

1. A \$5,000 surety shall be submitted.
2. The applicant must obtain any necessary approvals from other persons and/or entities with ownership interests in the property affected by the proposed project. It is the applicant's burden to obtain any and all necessary permissions or ownership rights to property not owned by the applicant, including prescriptive easements. The applicant must obtain any necessary permits.
3. This permit is not transferable.
4. The applicant agrees to indemnify and hold harmless the VBWD for any and all future liability, causes of action, or claims relating to or arising out of the District's grant of this permit. Such claims include, but are not limited to, onsite flooding and flooding to neighboring properties.
5. This permit is subject to obtaining all other permits required by governmental agencies having jurisdiction (including an NPDES permit).
6. The VBWD Engineer and Inspector shall be notified at least 3 days prior to commencement of work.
7. Erosion controls shall be installed prior to the commencement of grading operations and must be maintained throughout the construction period until turf is established. Additional erosion controls may be required, as directed by the VBWD Inspector or VBWD Engineer.
8. Street sweeping shall be performed if sediment collects on streets.
9. All disturbed areas shall be vegetated within 7 days of final grading.

10. The applicant is responsible for removal of all temporary erosion-control measures, including silt fence, upon establishment of permanent vegetation at the project site as determined by the VBWD Engineer and/or Inspector.
11. Valley Branch Watershed District shall be granted drainage easements which cover land adjacent to stormwater management facilities, wetlands, and lowlands up to their 100-year flood elevations and all ditches, storm sewers, and maintenance access to the stormwater management facilities. Valley Branch Watershed District shall also be granted drainage easements which cover all land used for stormwater management to meet the District's rules; this includes land irrigated by stormwater.
12. The required drainage easements and access easements shall be recorded with the Washington County Recorder's Office.
13. Return or allowed expiration of any remaining surety and permit closeout is dependent on the permit holder providing proof that all required documents have been recorded (including but not limited to easements) and providing as-built drawings that show that the project was constructed as approved by the Managers and in conformance with the VBWD Rules and Regulations.
14. This permit becomes invalid if (1) the work is not initiated within 1 year of permit issuance, (2) work is idle for 12 consecutive months, or (3) work is not completed within 3 years of the permit issuance date.

Thank you for your cooperation with the District's permit program.

Sincerely,



Ed Marchan, President
Valley Branch Watershed District

EM/ymh
Enclosure

- c: Susannah Torseth, VBWD Attorney
Dan Scollan, Interim East Metro Area Hydrologist—MDNR
Jeffrey Brower, VBWD District Inspector
Brad Reifsteck, WSB: City Engineer—City of Grant
Jack Kramer, Building Inspector—City of Grant
Kim Points, Administrator/Clerk—City of Grant
Todd Erickson, Erickson Civil—Authorized Agent
Karen Wold, Barr Engineering Co.
Mike Strong, Barr Engineering Co.
Josh Phillips, Barr Engineering Co.
Yvonne Huffman, Barr Engineering Co.

**VALLEY BRANCH WATERSHED DISTRICT
PERMIT APPLICATION**

TO BE COMPLETED BY VBWD:
Permit Number
Permit Fee Received
Date Received

Return application to
John Hanson
Barr Engineering Co.
Engineers for the Valley Branch Watershed District
4300 MarketPointe Drive
Bloomington, MN 55435



A permit fee shall accompany this permit, unless waived by the Board of Managers. (Governmental bodies are not required to pay a fee.)

Project Information

Project Name: Woodbury Lutheran - Oak Hill Campus
Location (street address, if known; otherwise major intersection): 9050 60th Street North
City or Township: Stillwater
Parcel Identification Number (if known): 3403021330002
Section, Township, Range (if known): Section: 34 Township: 30 Range: 21
Project Timeline Estimate: Start: ~~2020~~ 2022 Complete: ~~2020~~ 2022

Project Contacts

| | Applicant | Authorized Agent | Owner (if different than applicant) |
|-----------------------------------|----------------------------------|-------------------------|---|
| Name | Mark Stutelberg, Elden Lamprecht | Todd Erickson, PE | |
| Company (if applicable) | Woodbury Lutheran | EricksonCivil | |
| Address | 9050 60th Street North | 333 North Main Street | |
| City, State, Zip | Stillwater, MN 55082 | Stillwater, MN 55082 | |
| Phone | 651-788-2591 (Elden) | 612-309-3804 | |
| Email | elden14@yahoo.com | todd@tericksonllc.com | |

Once a Valley Branch Watershed District permit has been approved, the permit conditions will be attached to the back of this form.

By signing this permit application, the permit applicant, his/her agent, and owner (hereinafter "Permittee") shall abide by all the conditions set by the Valley Branch Watershed District (VBWD). All work which violates the terms of the permit by reason of presenting a serious threat of soil erosion, sedimentation, or an adverse effect upon water quality or quantity, or violating any rule of the VBWD may result in the VBWD issuing a Stop Work Order, which shall immediately cause the work on the project related to the permit to cease and desist. All work on the project shall cease until the permit conditions are met and approved by the VBWD representatives. In the event Permittee contests the Stop Work Order issued by the VBWD, Permittee shall attend a VBWD Board of Managers meeting and discuss the project. Any attorney fees, costs, or other expenses incurred on behalf of the VBWD in enforcing the terms of the permit shall be the sole expense of the permit applicant. Costs shall be payable from the permit applicant's permit fee. If said fees exceed the permit amount, the Permittee shall have ten (10) days from the date of receipt of the invoice from the VBWD to pay for the cost incurred in enforcing the permit, by which to pay the VBWD for said costs. If costs are not paid within the ten (10) days, the VBWD will draw on the permit applicant's surety. The Permittee agrees to be bound by the terms of the final permit and conditions required by the VBWD for approval of the permit. The permit applicant further acknowledges that he/she has the authority to bind the owner of the property and/or any entity performing the work on the property pursuant to the terms of the VBWD permit, and shall be responsible for complying with the terms of the VBWD permit.

Signatures (Required):

| | Applicant | Authorized Agent | Owner (if different than applicant) |
|------------------|------------------|-------------------------|---|
| Signature | | | |
| Date | 12/12/21 | 04/28/2020 | |



DAVID BUCHECK • LINCOLN FETCHER • DALE BORASH • JILL LUCAS • EDWARD MARCHAN

VALLEY BRANCH WATERSHED DISTRICT • P.O. BOX 838 • LAKE ELMO, MINNESOTA 55042 0538

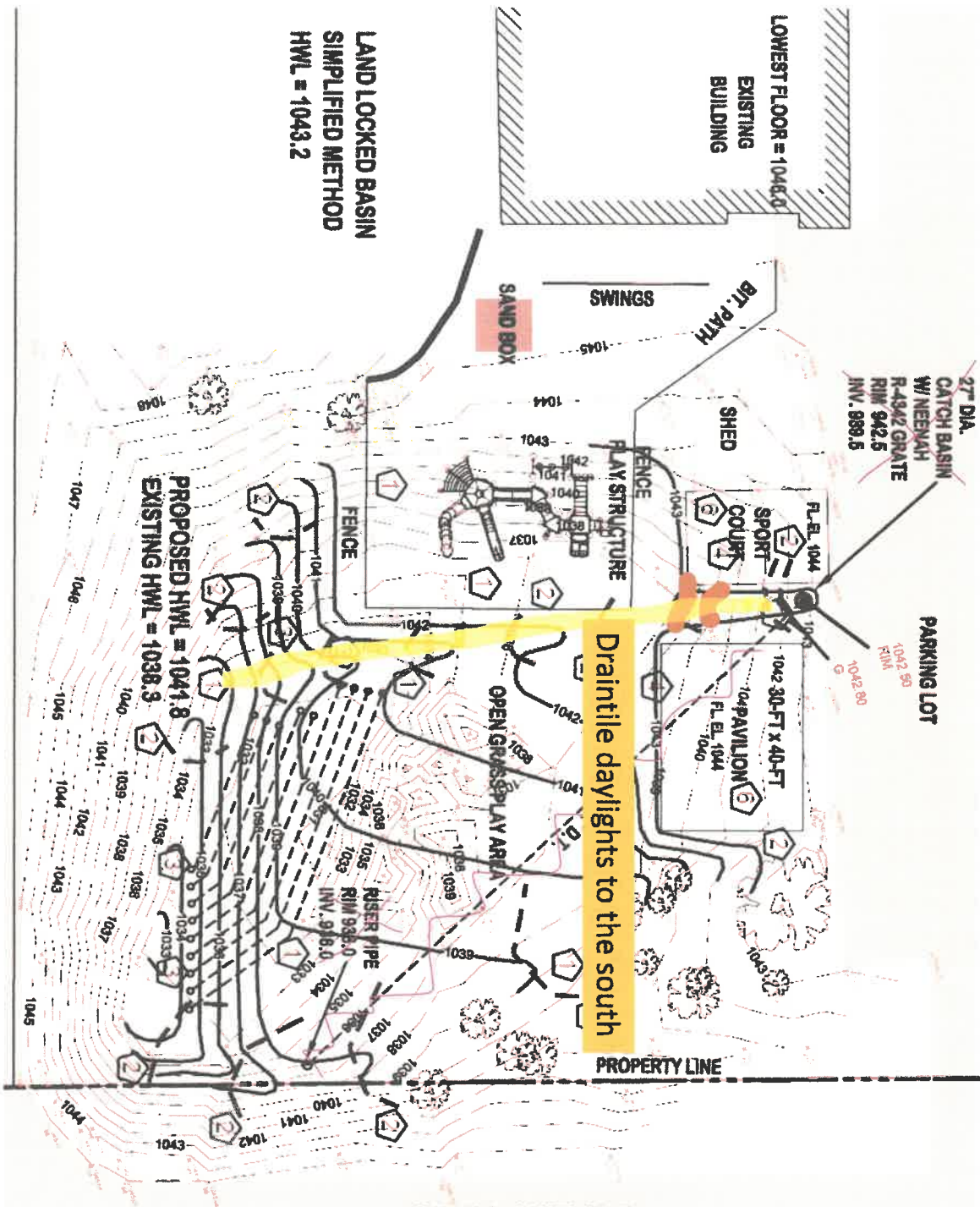
www.vbwd.org

1. A \$5,000 surety shall be submitted.
2. The applicant must obtain any necessary approvals from other persons and/or entities with ownership interests in the property affected by the proposed project. It is the applicant's burden to obtain any and all necessary permissions or ownership rights to property not owned by the applicant, including prescriptive easements. The applicant must obtain any necessary permits.
3. This permit is not transferable.
4. The applicant agrees to indemnify and hold harmless the VBWD for any and all future liability, causes of action, or claims relating to or arising out of the District's grant of this permit. Such claims include, but are not limited to, onsite flooding and flooding to neighboring properties.
5. This permit is subject to obtaining all other permits required by governmental agencies having jurisdiction (including an NPDES permit).
6. The VBWD Engineer and Inspector shall be notified at least 3 days prior to commencement of work.
7. Erosion controls shall be installed prior to the commencement of grading operations and must be maintained throughout the construction period until turf is established. Additional erosion controls may be required, as directed by the VBWD Inspector or VBWD Engineer.
8. Street sweeping shall be performed if sediment collects on streets.
9. All disturbed areas shall be vegetated within 7 days of final grading.
10. The applicant is responsible for removal of all temporary erosion-control measures, including silt fence, upon establishment of permanent vegetation at the project site as determined by the VBWD Engineer and/or Inspector.
11. Valley Branch Watershed District shall be granted drainage easements which cover land adjacent to stormwater management facilities, wetlands, and lowlands up to their 100-year flood elevations and all ditches, storm sewers, and maintenance access to the stormwater management facilities. Valley Branch Watershed District shall also be granted drainage easements which cover all land used for stormwater management to meet the District's rules; this includes land irrigated by stormwater.
12. The required drainage easements and access easements shall be recorded with the Washington County Recorder's Office.
13. Return or allowed expiration of any remaining surety and permit closeout is dependent on the permit holder providing proof that all required documents have been recorded (including but not limited to easements) and providing as-built drawings that show that the project was constructed as approved by the Managers and in conformance with the VBWD Rules and Regulations.
14. This permit becomes invalid if (1) the work is not initiated within 1 year of permit issuance, (2) work is idle for 12 consecutive months, or (3) work is not completed within 3 years of the permit issuance date.

Approved: _____ January 13, 2022


 Signature _____ President
 Valley Branch Watershed District

Note: The grant of this permit in no way purports to permit acts, which may be prohibited by other governmental agencies.



LOWEST FLOOR = 1046.0
 EXISTING BUILDING

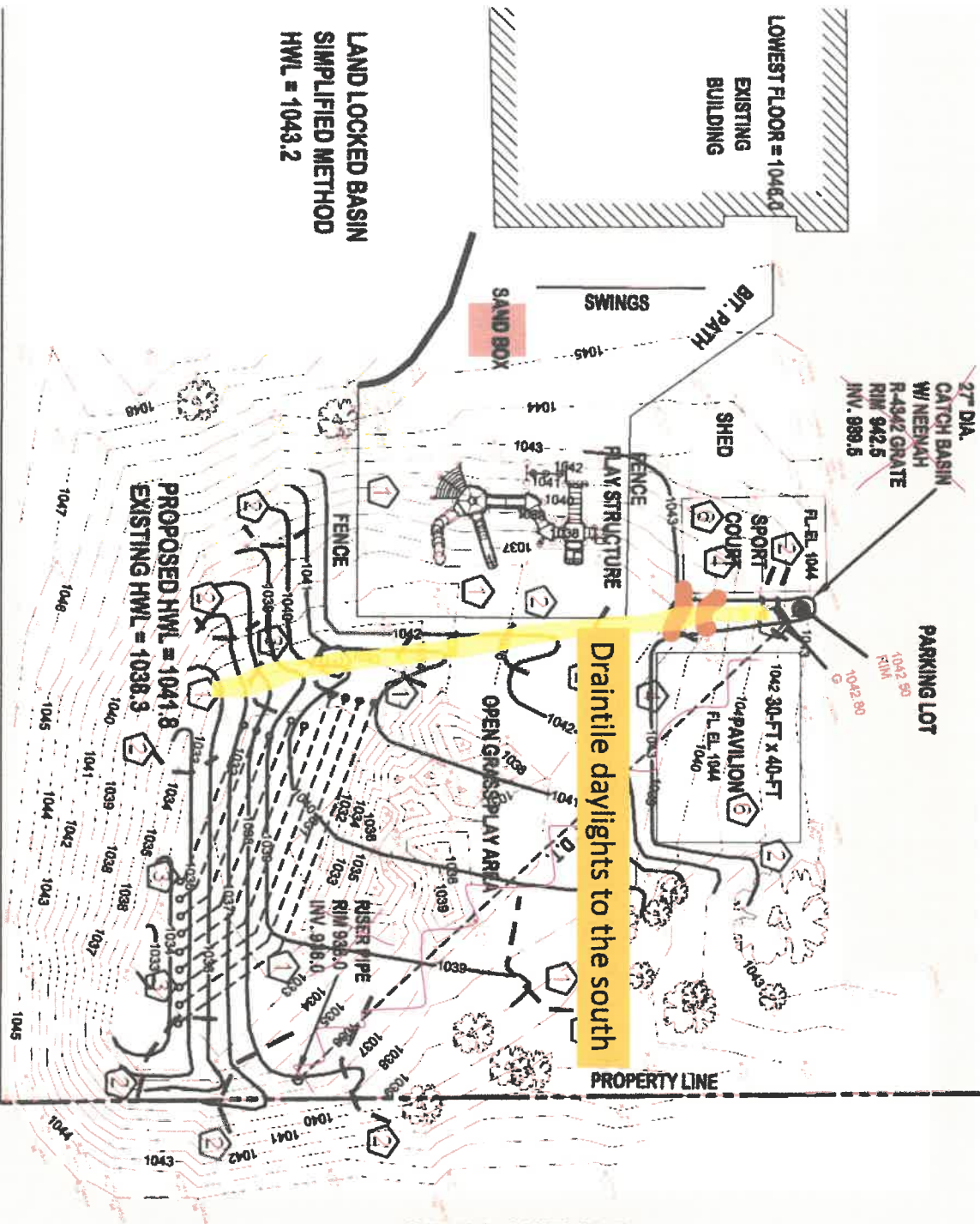
LAND LOCKED BASIN
 SIMPLIFIED METHOD
 HWL = 1043.2

27' DIA.
 CATCH BASIN
 W/ NIEKMAH
 R-4342 GRATE
 RIM 942.5
 INV. 889.5

PARKING LOT
 1042.50
 RIM
 1042.80

Drain tile daylight to the south

JARVIS AVENUE



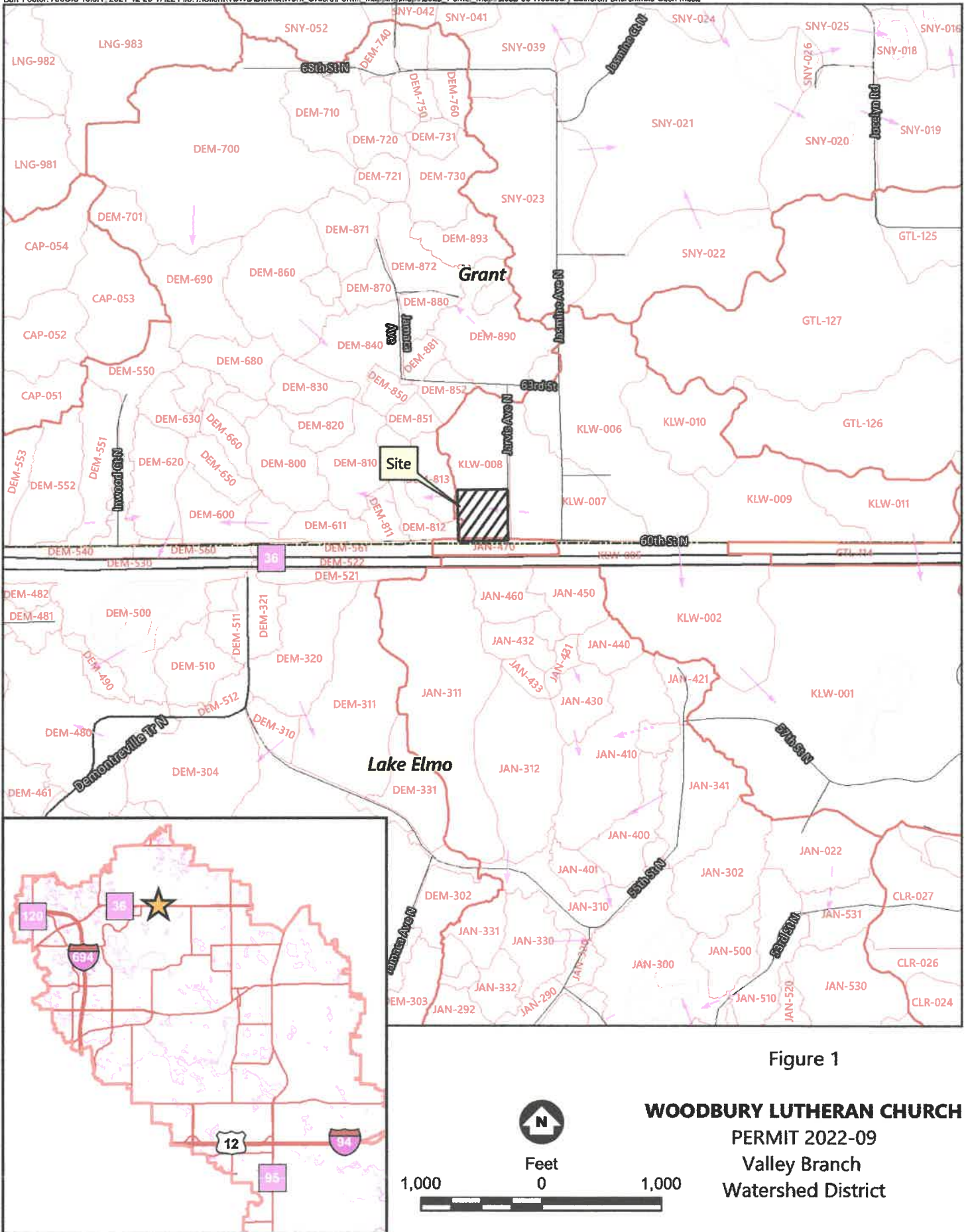
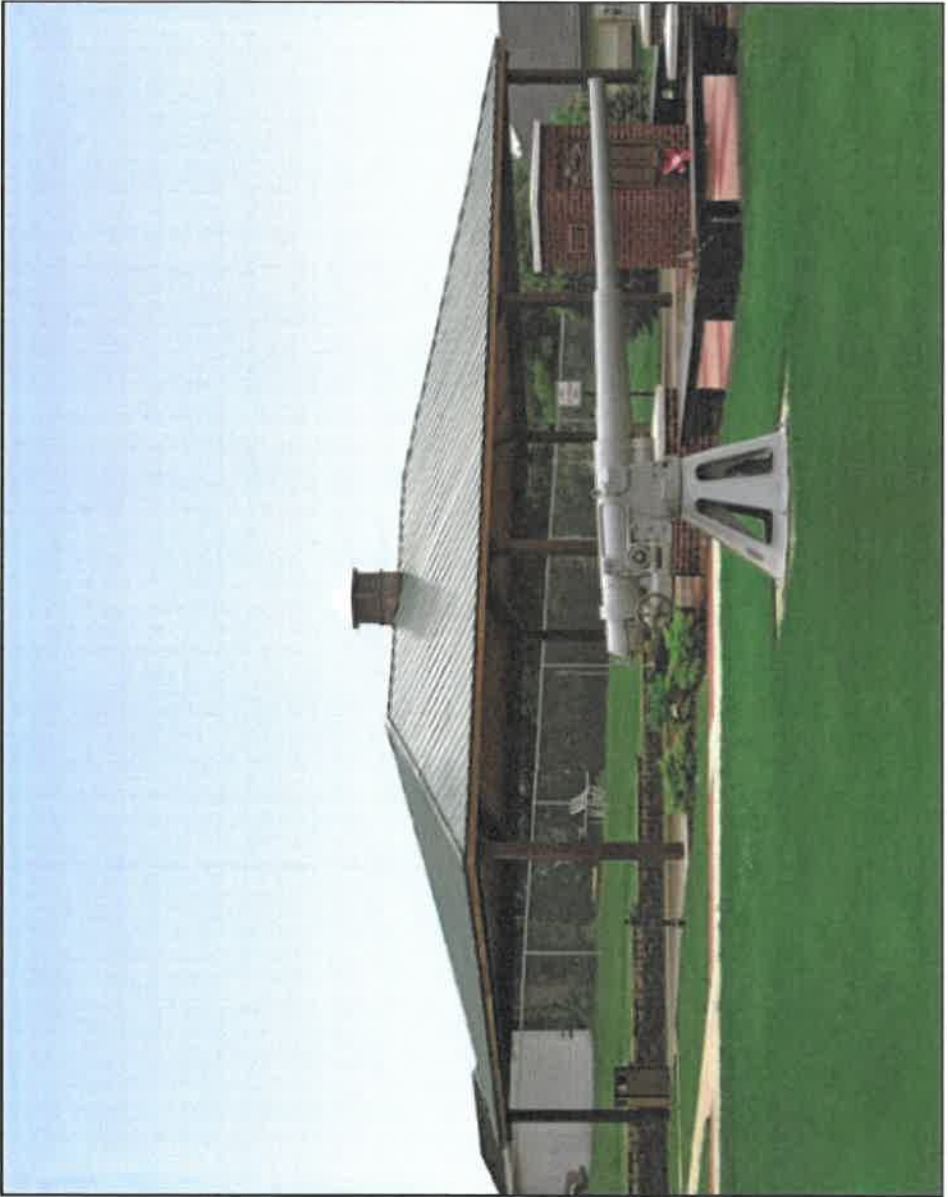


Figure 1

WOODBURY LUTHERAN CHURCH
PERMIT 2022-09
Valley Branch
Watershed District



To: City of Grant

March 4, 2022

111 Wildwood Road

P.O. Box 577

Willernie, MN 55090

Applicant: Elden Lamprecht Owner: Woodbury Lutheran Church

2807 Hilo Ave N

7380 Afton Rd

Oakdale, MN 55128

Woodbury, MN 55125

651-788-2591

651-739-5144/8544

Project Address: Woodbury Lutheran Church - Oak Hill Campus

9060 50th St. N

Stillwater, MN 55082

**Re: Application for an Amended Conditional Use Permit for Woodbury Lutheran Church –
Revision No. 1**

Consulting City Planner Jennifer Haskamp's report was reviewed and this Revision No. 1 to the Woodbury Lutheran Church Conditional Use Permit Application is offered to address the "Action requested ... summary of conditions" to the Planning Commission members.

Specifically, Revision No. 1 contributes the following additions to Civil Engineer's and Valley Branch Watershed District documents:

- 1) The site plan is in compliance with the two (2) accessory buildings permitted on site and the 2000 sq. ft limit for accessory buildings. The area of the Pavilion plus the existing storage shed will total approximately 1355 sq. ft.
- 2) By rotating the Pavilion 90 degrees, there is a 65' distance between the Pavilion and the property line.
- 3) A commercial example of a Pavilion hip roof design will be available electronically to the Committee for concept consideration. A hip roof design is being considered because it offers a practical means of limiting of light radiating outside of the structure when activated. The lighting plan consists of two motion detection lights located under the ridge peak as indicated on the Revision No. 1. No final design of the Pavilion is being presented at this time. A future

Pavilion plan will be subject to the City of Grant review. The Pavilion will not exceed 35' in height.

- 4) The combined Rain Garden and Pollinator Garden are located in and around the lower elevation areas on the site. They are circled on the Revision No. 1 attachment.
- 5) No additional outdoor lighting is planned outside of the two motion detection lights located under the ridgeline of the Pavilion.
- 6) The potential future 48" chain link fence location is identified on the Civil Engineer's site plan. The versatility of use of the area inside the fence will determine if and when a fence will be constructed.
- 7) A Grading Permit application was filed with the City of Grant on January 17, 2022.

Attachments and additions to this communication include the following:

- 1) Site Plan Revision No. 1 with notations made in red – site plan with Pavilion orientation change, Pavilion hip roof outline with under the ridgeline motion detection lighting – pointing out the potential future 48" chain link fence location – circling of the location of the combined Rain Garden and Pollinator Garden
- 2) Consulting City Planner Jennifer Haskamp's "*Action requested ... summary of conditions*" to the Planning Commission's members with notations
- 3) A commercial example of a hip roof Pavilion design is forwarded, via email, to the City Clerk intended for distribution to the Planning Commission and projection during the Zoom meeting on March 9.

Respectfully submitted,


Elden Lamprecht



Other Agency Review

The property is located within the Valley Branch Watershed District, and the Applicant has obtained the required permit which is attached to their submission materials.

Action requested

Staff is recommending approval of the Amended CUP with the conditional as noted. A summary of the conditions is provided for your review, comment and modification:

- ✓ • No more than two (2) accessory buildings are permitted on site, and the square footage may not exceed 2,000 square feet.

Revision No 1 The Site Plan must be revised to show the Pavilion meeting all required setbacks, including 65-feet from the easterly property line.

- The building plans, including elevation, of the pavilion must be submitted. The plans must clearly

Revision No 1 demonstrate that the height of the pavilion does not exceed 35-feet.

Revision No 1 The Site Plan must be updated to show the location of the rain garden and pollinator garden described in the narrative.

Revision No 1 If applicable, the lighting plan for the area must be submitted for review and approval.

- A detail of the fence, showing the height and material must be submitted for review and approval.

Revision No 1 The fence location should be clearly identified on the updated Site Plan.

- ✓ • The Applicant must obtain a grading permit prior to the commencement of any site work.

Grading Permit application has been filed

Attachments

Attachment A: Application

Attachment B: Construction Plan – Sheet C1 (Site Plan)

Golden Lamprecht

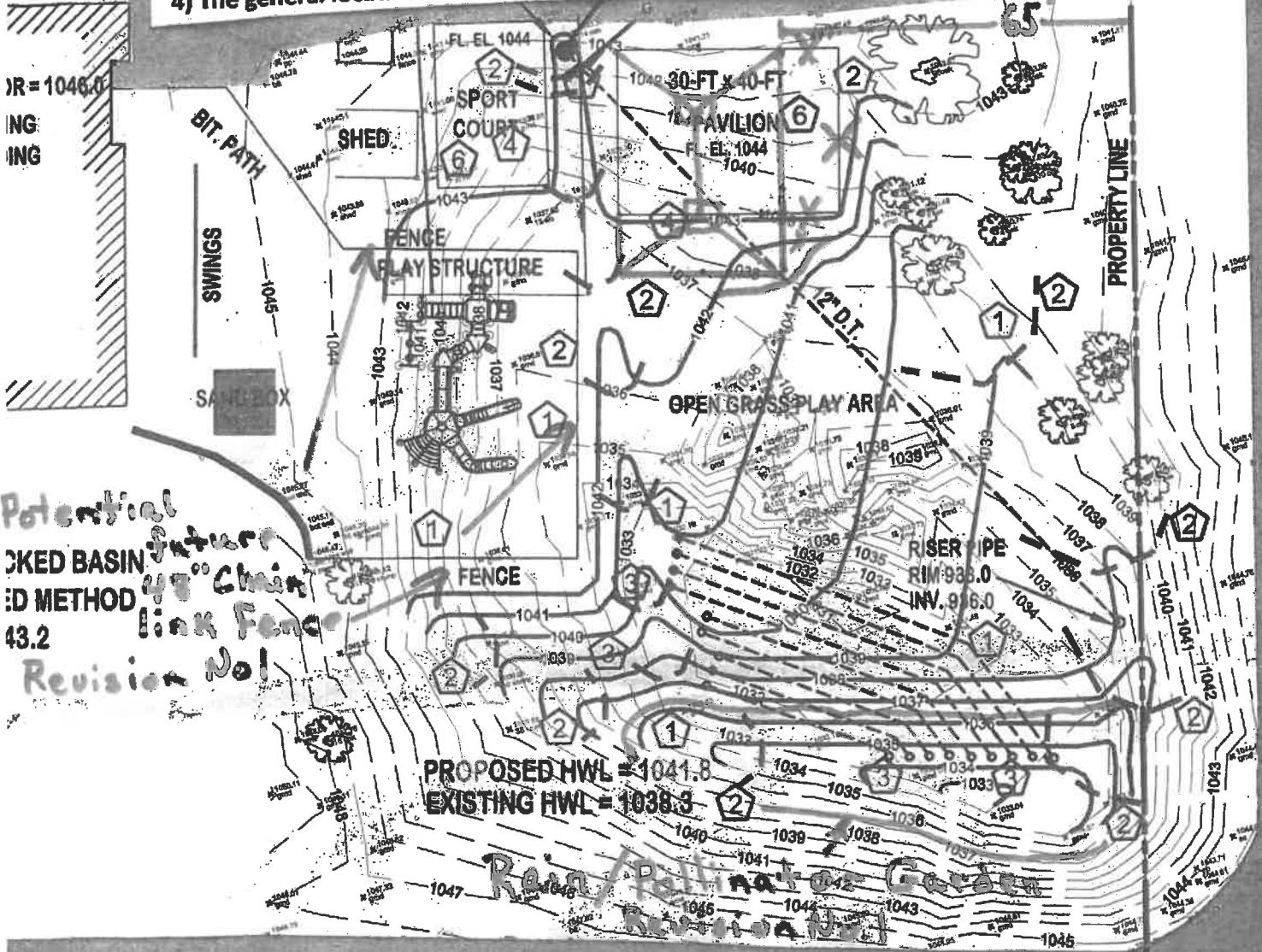
Application for an Amended Conditional
Use Permit – Woodbury Lutheran Church

Date – March 4, 2022

Site Plan Revision No. 1

Elden Lamprecht

- 1) Rotate the Pavilion 90 degrees leaving 65' to the property line.
- 2) A hip roof Pavilion height will not exceed 35'. Two motion detection lights will be located under the ridge peak thus limiting radiating light.
- 3) A future potential 48" conventional chain link fence is identified.
- 4) The general location of the rain/pollinator garden is identified.



OR = 1046.0
ING
ING

Potential
CKED BASIN
D METHOD
43.2
Revision No. 1

60TH STREET NORTH

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2022-06**

**RESOLUTION APPROVING AN AMENDED CONDITIONAL USE PERMIT FOR
9050 60TH STREET N. TO CONSTRUCT EXTERIOR RECREATIONAL
IMPROVEMENTS FOR THE CHURCH USE**

WHEREAS, Elden Lamprecht on behalf of the Woodbury Lutheran Church (“Applicant”) has submitted an application for an Amendment to the Conditional Use Permit to allow for the construction of exterior recreational improvements including a playground, sport court and pavilion at the Woodbury Lutheran Church on the property located at 9050 60th Street North (“Subject Property”) in the City of Grant, Minnesota; and

WHEREAS, the Applicant was granted a Conditional Use Permit (CUP) to construct and operate the Church in 1982 which was later amended in 1999 to allow for daycare operations; and

WHEREAS, the proposed Project and the Amended Permit will govern the property in addition to the conditions and standards established within the 1982 and 1999 permits; and

WHEREAS, the Applicant proposes to construct a playground, sport court and pavilion for outdoor recreational activities; and

WHEREAS, to construct the recreational improvements certain site improvements such as grading, stormwater improvements, rain gardens and pollinator gardens are also required; and

WHEREAS, the Planning Commission has considered the Applicant’s request at a duly noticed Public Hearing which took place on March 9, 2022; and

WHEREAS, on March 9, 2022 the Planning Commission recommended approval of the application subject to certain conditions; and

WHEREAS, the City Council has considered the recommendation of the Planning Commission and the Applicant’s request at a regular City Council meeting which took place on April 5, 2022.

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 Woodbury Lutheran Church 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 construction of a playground, sport court, and pavilion to support the church use is a permitted conditional use and is consistent with the City’s Comprehensive Plan; and
- The proposed recreational and site improvements will not significantly impact or change the intensity of the site provided the conditions as established within the Permit are followed.
- The Applicant will follow the operational conditions as laid out in all applicable Permits and any changes are subject to the appropriate amendment or approval process.

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 April 5, 2022 (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, State of Minnesota, Valley Branch 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 5th day of April 2022.

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 _____, 2022 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 _____, 2022.

Kim Points
Clerk
City of Grant

**WOODBURY LUTHERAN CHURCH
AMENDED CONDITIONAL USE PERMIT
CITY OF GRANT**

APPLICANT: Elden Lamprecht

OWNER: Woodbury Lutheran Church

LEGAL DESCRIPTION: Attachment A

PID: 340302133002

ZONING: R-1 Single Family Residential

ADDRESS: 9050 60th Street N
Grant, MN

DATE: Amended April 5, 2022

This is an Amended Conditional Use Permit to allow for exterior improvements to include a pavilion, sport court, play structure and stormwater improvements to Church operations. This Permit shall govern the exterior improvements only, and the Church and Daycare operations shall be subject to all conditions and standards established by the original CUP issued in 1982 and 1999.

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

1. This Permit shall be recorded against the subject property.
2. No more than two (2) accessory buildings are permitted on site, and the square footage may not exceed 2,000 square feet.
3. The Site Plan must be revised to show the Pavilion meeting all required setbacks, including 65-feet from the easterly property line.
4. The building plans, including elevation, of the pavilion must be submitted prior to a building permit being issued. The plans must clearly demonstrate that the height of the pavilion does not exceed 35-feet.
5. The Site Plan must be updated to show the location of the rain garden and pollinator garden described in the narrative.
6. A detail of the fence, showing the height and material must be submitted for review and approval. The fence location should be clearly identified on the updated Site Plan.

7. Use of the pavilion and outdoor recreational areas shall terminate by 9:00 PM daily. All moveable outdoor furniture used within the pavilion shall be stored inside at all times when not in use.
8. No large-scale events shall be permitted in the outdoor areas, including the pavilion without an amendment to this Permit. Examples of such events including weddings, or similar parties, with outdoor amplification of music or other festivities. Any request to hold such large-scale events may require an amendment to this Permit. (FOR CONSIDERATION BASED ON DISCUSSION AT PLANNING COMMISSION).
9. A grading plan shall be submitted to the City Engineer for review and approval prior to the commencement of site work.
10. All requirements and conditions of the City Engineer shall be met and addressed. The City Engineer shall review all updated plans prior to the issuance of a Grading Permit or Building Permit.
11. The Applicant shall comply with all restrictions and permit requirements of the Valley Branch Watershed District. The Applicant shall submit the approved permit to the City prior to the City issuance of a Grading Permit or Building Permit.
12. No signage is approved as part of this permit. Any future signage shall be subject to the sign ordinance in place at time of application and may require an amendment to the CUP.
13. All operations on site shall meet the MPCA's noise standards and regulations.
14. This permit shall be reviewed in compliance with the City's CUP review process, which may be on an annual basis.
15. 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 _____, 2022, 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:
Woodbury Lutheran Church

Date: _____

By: _____

Its: _____

Date: _____

Kim Points, City Clerk

State of Minnesota)
)ss.
County of Washington)

On this _____ day of _____, 2022, 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

The west 407 feet of the East 880 feet of the south 427.46 feet of the Southwest Quarter of the Southwest Quarter of Section 34, Township 30, Range 21, the East line of said parcel being the West line of Oak View Acres as recorded in the office of the Register of Deeds in and for Washington County, Minnesota, excepting and reserving an easement for road right-of-way over the West 33 feet thereof. (CONFIRM DESCRIPTION)



STAFF REPORT

TO: Mayor & City Council Members
Kim Points, City Clerk
Dave Snyder, City Attorney

Date: March 28, 2022

RE: Phase II Final Plat – White Oaks Savanna (Formerly known as Farms of Grant)

From: Jennifer Haskamp

Background

White Oaks Savanna is a major subdivision that was approved in 2017 and 2018. The preliminary plat for the subdivision in its entirety included 30 rural residential lots and two agricultural Outlots was approved by resolution 2017-08. The Final Plat for Phase I was approved in the Spring of 2018 and included:

- 19 rural residential lots
- Two (2) covenant restricted agricultural outlots bordering CSAH 12
- Two (2) Outlots to be replatted into the remaining 11 lots as part of subsequent phases.
- Dedicated Road right-of-way for local street (named Lone Oak Rd.)

Over the past few years the Applicant has been working to develop all required improvements for Phase I consistent with the Development Agreement that was executed as a condition of the Final Plat. All current rural residential lots are accessed from the new local road, Lone Oak Trail N., that is currently stubbed with a temporary cul-de-sac on the easterly border between Phase I and Phase II. All other required improvements to be completed as part of the project are identified within the Development Agreement and are subject to review and approval by the City Staff. Upon visual inspection, of the 19 lots in Phase I, 7 lots are either built and occupied, or under construction, and several more have “sold” signs indicated on the lot markers. Given the success of Phase I, the Applicant now requests approval of the Final Plat for White Oaks Savanna 2nd Addition (Phase II, note, there are no more phases of the project).

Final Plat Review Process

Per the City’s ordinances, the Final Plat does not require a public hearing or review by the planning commission. The Final Plat is subject to a 60-day review period.

Project Summary

The following summary regarding the Final Plat, and conditions of Preliminary Plat are provided for consideration:

| | |
|---|---|
| Applicant: Streetcar Holdings, LLC | Site Size: 36.2 Acres (Outlot C, north of Lone Oak Trl. N ROW) 27.6 Acres (Outlot D, south of Lone Oak Trl. S ROW) |
|---|---|



| | |
|--|--|
| Zoning & Land Use: A-1 | Proposed Plat: White Oaks Savanna 2 nd Addition |
| General Location: At temporary easterly terminus of Lone Oak Trail N. (East of CSAH 17, South of CSAH 12) | Request: <ul style="list-style-type: none"> • Replat of Outlot C and Outlot D for Final Plat of 11 rural residential lots to be known as White Oaks Savanna 2nd Addition (Phase II) |

The White Oaks Savanna subdivision preliminary plat was approved in 2017 and the Phase I Final Plat was approved in 2018. The Final Plat of Phase I established 19-rural residential lots, two (2) covenant restricted agricultural parcels, two (2) Outlots to be subdivided in future phases, drainageways and stormwater management areas, and road right-of-way for a local roadway to serve the subdivision. The Final Plat of the first phase included the dedication of the full right-of-way to serve both Phase I and Phase II of the subdivision, with road installation to be completed concurrently to the Phase of construction.

The following staff report will review and consider the following:

- The consistency of the White Oaks Savanna 2nd Addition Final Plat with Phase I Final Plat.
- Consistency of the Phase II Final Plat with the approved preliminary plat for the development area.
- Review for compliance with the City’s ordinance for Final Plat approval.

General Subdivision Summary:

- The proposed subdivision will replat Outlot C and Outlot D of the White Oaks Savanna plat into 11 rural residential lots. The created lots range in size between approximately 5.0 and 7.5 acres, which is consistent with the approved preliminary plat for this area. Combined Outlot C and Outlot D are 63.8 Acres. No other modifications to the White Oaks Savanna plat are proposed as part of this Application.
- The 11 lots developed as part of Phase II will be a part of the part of a homeowners’ association (HOA) and will be subject to the restrictive covenants established for the lots developed in Phase I.
- The Applicant phased the construction of the new roadway and installed Lone Oak Trail S., which currently ends with a temporary cul-de-sac on the easterly boundary between the Phase I lots and Outlot C and Outlot D (Phase II). The Final Plat of Phase II will comprise all approved lots within the Preliminary Plat, and as such the completion of the roadway to CSAH 12 is required. A condition of approval of the Final Plat is that the road extension must be completed, and access permit to CSAH 12 obtained is included a recommendation within this staff report.

Final Plat Summary:

- Washington County reviewed the proposed access points on Lake Elmo Avenue and CSAH 12 as part of the Preliminary Plat process. The improvements and access from Lake Elmo Avenue are complete, but the access to CSAH 12 must be constructed as part of Phase II. The Applicant is required to obtain all necessary permits from Washington County, and is responsible to complete any



required improvements at their cost. Evidence of the permit must be provided prior to the continuation of site work in this Phase area.

- The Phase II Final Plat includes the following:
 - Outlot C: 6 Rural Residential Lots
 - Outlot D: 5 Rural Residential Lots

Review Criteria

Chapter 30, Section 30-77 states that a Final Plat must conform to the approved Preliminary Plat. Any significant modifications to the preliminary plat may require additional review and/or approvals.

Consistency with Requirements of Preliminary Plat

Road Design and Construction

The full right-of-way for Lone Oak Trail N., was platted as part of Phase I (White Oaks Savanna). The established right-of-way was modified slightly from the Preliminary Plat, which was reviewed and approved during the review process of Phase I.

The Development Agreement required the full right-of-way to be platted as part of Phase I to ensure adequate access would be available to serve all lots with two access locations (the new local road, Lone Oak Trl. S. connects from Lake Elmo Avenue N. from the west to CSAH 12 on the north). The main access from Lake Elmo Avenue N., was constructed as part of Phase I and the roadway was permitted to be constructed only to the edge of the Phase I rural residential lots. A temporary terminus was constructed on the edge between Phase I and Phase II, with the intention that it would be fully constructed and extended when Phase II Final Plat was completed.

The road design, and platting of the right-of-way, is consistent with the Preliminary Plat and Phase I Final Plat. The completion of the road must be addressed as part of the Addendum to the Development Agreement for Phase II.

To complete Phase II, the extension of Lone Oak Trail S., to 75th Street North (CSAH 12) is required. The roadway is a County Road and an access permit for the connection must be coordinated with Washington County. Any required improvements to the access will not impact the Phase II rural residential lots since they are located south of the large agricultural properties. However, it should be noted that it is possible that some alterations may be required to obtain the access permit.

Septic

The remaining 11 lots will be served with individual wells and individual septic systems. As noted in the Preliminary Plat review, the lots are proposed to be generally custom graded and custom homes will be constructed. The Preliminary Plat identified primary and secondary drainfield locations associated with each of the lots. Based on the Final Plat submission, there are no known changes to primary or secondary



drainfield locations and all lots comply with the requirements and standards as reviewed during the Preliminary Plat. Staff understands that the drainfield locations may change based on the final housing design and location. However, since the locations as noted within the Preliminary Plat generally comply with the septic systems, the Applicant should protect these sites during construction if no alternate locations have been identified. Consistent with the requirements established in Phase I, the Applicant must obtain all septic permits from Washington County prior to obtaining a building permit from the City for any lots in Phase II. This condition has been addressed and included within the Development Agreement and its Addendum.

Lot Characteristics

The proposed White Oaks Savanna 2nd Addition lots are consistent with the approved Preliminary Plat and Phase I Final Plat. The proposed Final Plat includes Block 1, Lots 1 through 6 and Block 2, Lots 1 through 5. Block 1 is located north of Lone Oak Trail N., and Block 2 is located south of Lone Oak Trail N. The configuration of the Blocks and Lots is consistent with the Preliminary Plat, and all lots contain the required area, frontage, width and depth.

Conditions of Preliminary Plat

The full subdivision, including the Phase II area, was reviewed and approved by the City Engineer through the Preliminary Plat and Phase I Final Plat process. The following summary is provided as reference, but it should be noted that there are no substantive changes proposed in Phase II. Further the development remains subject to the Development Agreement and the applicable addendum required as part of this Final Plat.

- *Grading & Erosion Control:* The Applicant submitted a revised and updated Preliminary Plat, which included Grading and Erosion Control Plans that were reviewed and approved by the City Engineer. The plans included full design for the Phase II area and lots. The plans remain in effect.
- *BCWD Permits:* The Applicant obtained a BCWD permit which is applicable to the full subdivision and includes the Phase II area and lots. The City Engineer and Applicant have been working with the BCWD through the site development process of Phase I to ensure compliance with the issued permit. The permit remains valid and in effect.
- The Applicant is responsible for ensuring that all appropriate permits are obtained for the individual septic systems from Washington County Environmental Services.
- The Applicant will be required to enter into an Addendum to the Development Agreement prior to the City granting the Phase II Final Plat to ensure that the requirements and conditions as set forth herein are complied with and ensure the installation of the subdivision infrastructure.
- The Applicant shall obtain all necessary permits for installation of individual wells serving each lot, and such permits shall be obtained prior to the City issuing any Building Permit for such lot.
- The Applicant shall obtain access permits from Washington County prior to the City granting the Phase II Final Plat.
- The Applicant shall be required to install all necessary improvements to CSAH 12 as agreed to, and conditioned by, Washington County. References to required improvements are addressed within the Addendum to the Development Agreement.



- Site improvements as described within Section 30-194 shall be agreed to and identified within the Addendum to the Development Agreement.
- The Applicant shall identify and rope off all septic drainfield areas on the site prior to the City issuing any grading permits in the Phase II area.
- The Applicant shall be required to obtain all septic permits, based on actual design of a principal structure, prior to the city issuing a building permit.
- The Applicant shall pay all fees and delinquent escrow balances.

Final Plat

The submitted Final Plat for White Oaks Savanna 2nd Addition (Phase II) generally conforms to Preliminary Plat and conditions as identified during the process. The following conditions of the White Oaks Savanna 2nd Addition Final Plat are provided for your review and considerations:

1. The Final Plat shall comply with the setbacks and standards established by the approved preliminary plat package, including grading and erosion control plans. Any modifications are subject to review and approval by the City Engineer.
2. The plat shall comply with the provisions of all state statutes and standard procedures for platting in Washington County.
3. The Applicants shall obtain Final Plat approval from the Washington County Surveyor.
4. Prior to the City's execution of the Final Plat, the Applicant must enter into an Addendum to the Development Agreement for the installation of all required improvements.
5. The requirements and conditions of the Development Agreement and its Addendum shall be incorporated as conditions of the City's execution of the Final Plat.
6. The Final Plat shall be recorded within 120 days of approval or the City's approval shall be deemed null and void.
7. The Applicant shall pay all fees and delinquent escrow balances.

Attachments

Exhibit A: Application

Exhibit B: Final Plat Exhibit

Exhibit C: Addendum to Development Agreement (under separate cover)

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2022-07**

**RESOLUTION APPROVING A FINAL PLAT FOR
WHITE OAKS SAVANNA 2ND ADDITION**

WHEREAS, the city of grant (the “City”) is a municipal corporation, organized and existing under the laws of Minnesota; and

WHEREAS, Streetcar Holdings, Inc. (“Developer”) has submitted an application for a Final Plat of the White Oaks Savanna 2nd Addition which is approximately 63.8 Acres (the “Property”) generally located at the southeast intersection of Lake Elmo Avenue North (CSAH 17) and 75th Street North (CSAH 12) which is legally described in Exhibit A; and

WHEREAS, on March 8, 2017, City Council adopted Resolution 2017-08, granting preliminary plat approval to Streetcar Holdings, Inc. (“Applicant” and “Developer”) and David Washburn (Owner) for a major subdivision; and

WHEREAS, on April 3, 2018, the City Council adopted Resolution 2018-06 granting the Phase I Final Plat of the White Oaks Savanna major subdivision which identified Outlot C and Outlot D; and

WHEREAS, Outlot C and Outlot D correspond to 11 rural residential lots approved as part of the Preliminary Plat and were identified for development during Phase II of the major subdivision; and

WHEREAS, the City Council may hear requests for Final Plat approval pursuant to Chapter 30, Sec. 30-77 which provides that a Final Plat must conform to the approved Preliminary Plat and any required modifications as determined through the Preliminary Plat process; and

WHEREAS, the Applicant has made an application for Final Plat of the White Oaks Savanna 2nd Addition to replat Outlot C and Outlot D; and

WHEREAS, the City Council reviewed the Final Plat at the April 5, 2022 regular meeting;
and

WHEREAS, upon review of the Final Plat the City Council finds that subject to certain terms and conditions, the plat is substantially consistent with the approved preliminary plat and the terms and conditions thereof, the requirements of the City’s subdivision regulations, the requirements, terms and conditions of the A-1 zoning district.

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 Streetcar Holdings, Inc. for Final Plat approval of the White Oaks Savanna 2nd Addition.

FURTHER BE IT RESOLVED, that the following conditions of Final Plat shall be met:

1. The development of any lot shown on the White Oaks Savanna 2nd Addition Final Plat shall conform to the plans and standards established by the approved Preliminary Plat.
2. The plat shall comply with the provisions of all state statutes and standard procedures for platting in Washington County.
3. The Applicants shall obtain Final Plat approval from the Washington County Surveyor.
4. Prior to the City’s execution of the Final Plat, the Applicant must enter into an Addendum to the White Oaks Savanna Development Agreement.
5. The requirements and conditions of the Development Agreement and its Addendum shall be incorporated as conditions of the City’s execution of the Final Plat.
6. The Final Plat shall be recorded within 120 days of approval or the City’s approval shall be deemed null and void.
7. The Applicant shall pay all fees and delinquent escrow balances.

Adopted by the Grant City Council this 5th day of April, 2022.

Jeff Huber, Mayor

State of Minnesota)

County of Washington) ss.
)

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 _____, 2018 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 _____, 2018.

Kim Points
Clerk
City of Grant

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2022-03**

**A RESOLUTION SUPPORTING HOUSING AND LOCAL DECISION-MAKING
AUTHORITY**

WHEREAS, local elected decision-makers are in the best position to determine the health, safety, and welfare regulations that best serve the unique needs of their constituents; and

WHEREAS, zoning regulation is an important planning tool that benefits communities economically and socially, improves health and wellness, and helps conserve the environment; and

WHEREAS, local zoning regulation allows communities to plan for the use of land transparently, involving residents through public engagement; and

WHEREAS, cities across the state are keenly aware of the distinct housing challenges facing their communities and they target those local housing challenges with available tools; and

WHEREAS, multiple bills restricting local decision-making related to housing have been introduced in the 2021-2022 biennium.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GRANT supports local decision-making authority and opposes legislation that restricts the ability for local elected officials to respond to the needs of their communities.

LET IT ALSO BE RESOLVED that this Council supports housing policy that advances solutions to support full housing spectrum solutions, local innovation, incentives instead of mandates, and community-specific solutions throughout Minnesota.

ADOPTED by the Grant City Council this ____ day of _____, 2022.

Jeff Huber, Mayor

Kim Points, Administrator/Clerk

The League of Minnesota Cities has a model resolution supporting the authority of local elected officials and city staff to make housing and land use decisions in their community.

[See the list of cities that have adopted the housing resolution \(pdf\)](#)

Housing industry groups have recently attacked city land use tools such as zoning and planned use developments. They claim incorrectly that these basic regulatory functions are prohibiting the building of more affordable housing stock, when market factors such as labor costs, land, and materials are creating the market failures we see today.

This is particularly obvious in Greater Minnesota cities and can also be seen in metro data indicating that 84% of metro cities have zoning districts that allow residential property to be built on a 1/4-acre lot or less.

In addition, the League has drafted legislation that would advance solutions to local housing challenges without imposing one-size-fits-all mandates on cities with diverse housing needs.

- [Read the League's policies related to housing in the 2022 City Policies \(pdf\)](#)
 - SD-1 – Local Control (p. 10)
 - LE-8 – Foreclosure and Neighborhood Stabilization (p. 72)
 - LE-9 – Housing Policy (p. 73)
 - LE-10 – Resources for Affordable Housing (p. 75)
 - LE-11 – Greater Minnesota Housing (p. 77)
 - LE-15 – Inclusionary Housing (p. 81)
 - LE-33 – Workforce Housing (p. 94)
- [Find handouts on city housing and development topics including zoning and fees](#)

How can the city help?

STEP 1:

PASS a resolution and send it to [your legislators](#)

[Download the model resolution \(doc\)](#)

Note: Send a copy of the resolution to the League at advocacy@lmc.org so you can be added to the list we're compiling.

STEP 2:

SHARE your resolution with local media and via social media (use [#HousingIsLocal](#)).

STEP 3:

FOLLOW UP with your legislators and local media with information about:

- The specific housing need(s) of your community.
- The action your city is taking to address housing challenges.
- What support you need from stakeholders instead of state mandates.

Please let League staff (advocacy@lmc.org) know when you have done any of the above advocacy efforts (or if we can help you with any of the above).

Apollo Heating & Air Conditioning

An A.C.M. Company

1167 Viking Drive East
Maplewood, MN 55109

Heating & Air Conditioning Contractors

Sales & Service- 651-770-0603
Fax- 651-770-1100

PROPOSAL

Date: 3-14-2022

Proposal submitted to: Grant City Hall

Address: 8380 Kimbro Ave North, Stillwater, MN 55082

Contacts: Kim Ponto, 651-426-3383, Clerk@cityofgrant.us



We hereby submit specifications and estimates for:

New Air Handler for cooling:

- Carrier Mini Split Heat Pump System
- Fully modulating input eliminating energy waste
- Includes performance series outdoor condenser
- Includes line sets, stand and pad or wall bracket
- Includes 1 Carrier Air Handler located in basement
- Provide supply plenum and return air drop with filter
- Provide main trunk line through basement
- Includes floor supplies with standard registers for main floor
- Central type filter grill returns with standard filter
- All ducts will be sealed to code
- Includes new digital programmable thermostat
- Does not include high voltage electrical
- Will want to keep electric base board active for back up heat
- Includes permits; labor and material; start-up and service



Investment: \$16,425.00

Notes: Bid per Apollo's plan. Does not include structural work of any kind, welding, fire protection, fire/fire smoke dampers. All roof work not included. If refrigerant is needed it will be additional. Does not include any drywall, soffits, framing or painting. Does not include overtime hours or work beyond proposal. Does not include wiring/electrical. Does not include any testing, balancing work performed, if required or requested it will be an additional cost. All other work not specified in this proposal will need a signed change order before any work will/can be performed. Does not include any additional ventilation or make-up air if needed. If any changes within the code take place before or during construction that may require additional labor and material, it may be an additional cost. Work not listed in above proposal will be additional. Please call with any questions.

We propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of: As selected from above. Payment to be made as follows: **50% down payment, remainder as billed.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. If the signer of this contract fails to pay all amounts charged by Apollo within 10 days of billing, signer of this contract shall also owe Apollo all costs of collection. Those costs shall include attorney fees, filing fees and costs. All disputes related to or arising out of this contract shall be venued in Ramsey County District Court in the state of Minnesota. Signer of this contract will also expressly waive any and all jurisdictional defenses.

Authorized Signature: _____ Note: proposal may be withdrawn by us if not accepted within 14 days.
Ron Winkelman

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date of Acceptance: _____

EMERALD LAWN & LANDSCAPE SERVICE, INC.

612-414-3376

Lawn Care • Snow Removal

a cut above the rest.



Mike Schmidt • Owner

<http://www.emeraldawnmn.com>

PROPOSAL

Emerald Lawn & Landscape Service, Inc. proposes to provide the following services at the prices listed below:

| Lawn Care Services | | Rate |
|---|------------------|------------------|
| Lawn Mowing (once/week) | approx. 25 weeks | 190.00/cut + tax |
| Fall Clean-Up & Final Cut | | 400.00 + tax |
| Spring Clean-Up & dethatch | | 400.00 + tax |
| Fertilization/ Weed control | (3 Appl) | 350.00/app +tax |
| Shrub Pruning | | na |
| Snow Removal | | na |
| Work to be done approximately between 4/15/2022 and 11/20/2022. | | |

Please indicate your acceptance of this proposal by signing below.

8380 Kimbro Ave N City of Grant
Property Name

Date

Emerald Lawn & Landscape Service, Inc.
Mike Schmidt, Owner

Date 3/28/2022

SERVICE AGREEMENT



Name: City of Grant

Address: 8380 Kimbro Av N

City: Grant

State: MN

Zip: 55082

Phone Number: 651-426-3383

Email: clerk@cityofgrant.us

White Bear Lawn & Snow offers everything you need to keep your lawn looking beautiful and healthy for the warm months. Services like Spring and Fall yard clean ups, irrigation, aeration, fertilizer and weed control, shrub trimming, weed pulling, mulching, wood chips and tree trimming, to weekly lawn mowing. We even do landscape projects, concrete work, stump grinding, seeding and sod and much more.

| Service items per each time | | Price per | Other Service's | |
|-----------------------------|-----------------------------|-------------|--------------------------|---|
| <input type="checkbox"/> | Lawn Mowing (Spary & Drag) | \$ 300.00 | <input type="checkbox"/> | Other: |
| <input type="checkbox"/> | Spring Clean Up | \$ 400.00 | <input type="checkbox"/> | Parking lot sweeping per time \$360.00 |
| <input type="checkbox"/> | Fall Clean Up | \$ 500.00 | <input type="checkbox"/> | Parking lot line painting w/layout \$450.00 |
| <input type="checkbox"/> | Fertilizing (Entire Season) | \$ 1,800.00 | <input type="checkbox"/> | Ball field weed control per time \$ Inc. |
| <input type="checkbox"/> | Aerating | \$ 250.00 | <input type="checkbox"/> | Ball field drag \$ Inc. |
| <input type="checkbox"/> | Aerate, over-seed & drag | \$ 895.00 | <input type="checkbox"/> | |

This is a description of our seasonal contracted services.

Lawn Mowing: Mowing of all turf, trim around trees, landscaping, and all other obstacles. We clear yard debris and clippings from sidewalks, driveways, and landscaping. Stick edging of driveway, sidewalks, and curbs is completed as needed. In most cases, mowing will be completed once a week. In times of drought or extreme rain, service will adapt. Lawn mowing price includes ball field weed control and dragging on an as-needed basis.

Spring Clean Up: Dethatching your lawn which pulls up thatch and dead grass. We then blow out the landscaping and collect all debris which is hauled off site.

Fertilizing: This includes five applications! Three applications of granular fertilizer, two applications of broadleaf weed control and crabgrass control. Some applications will be combined. Will be invoiced into three equal payments.

Fall Clean Up: Blow off all of landscaping and around any obstacles in the yard. We then collect all debris, cut the turf to 2.5" and haul the debris off site.

Aerating: Aeration is done by taking plugs or cores out of the soil approximately 2"-3" deep to loosen the soil. It is best for your turf to leave the plugs so that they can work back into the soil and will be unseen within 2-3 weeks. Can be completed in the Spring or Fall.

If you have any questions regarding your contract, or would like to add services please contact us by email at whitebearlawnandsnow@gmail.com. Thank you for choosing White Bear Lawn & Snow and for your continued support of our small-town business. **Payment is due by the 25th of the following month for uninterrupted services.**

X

Customer Signature

X

Joe Reil, Owner White Bear Lawn & Snow

Contact Information:

White Bear Lawn and Snow
1367 County Rd H2 E
White Bear Township, MN 55110

651-755-8390

whitebearlawnandsnow@gmail.com



Comcast Cable Communications Management, LLC
c/o Market Development, Comcast Business
9601 E Panorama Cir Centennial, CO 80112

RE: Grant Town Hall

Property Address: 8380 KIMBRO AVE N
Street Address (include applicable range, exclude suite numbers)

STILLWATER, MN 55082
City, State and Zip

Additional Address Information (optional)

Dear Comcast:

The Owing Entity identified below, being the owner of the premises described above (the "Property"), hereby consents to the installation, operation, and maintenance by Comcast Cable Communications Management, LLC, on behalf of its affiliates (together, "Comcast"), at Comcast's sole cost and expense, of Comcast's cable and other equipment into, over, under, across, and along the Property, to be used by Comcast to provide communications services to tenants and other occupants of the Property.

Comcast will contact the Owner, or Owner's representative, before work begins. This information will not be used for any other purpose.

Owning Entity: _____

Contact name: _____

Contact phone number: _____ Ext. _____

Contact email address: _____

Additional Contact (optional): _____

Comcast shall repair any damage to the Property caused by the installation, operation, or maintenance of Comcast's equipment on the Property.

Owner's consent will continue for so long as Comcast provides communications services to tenants or other occupants of the Property. The Access to Property shall bind and benefit the parties and their respective successors and assigns.

Sincerely,

Signature: _____
Owner or Duly Authorized Agent of Owner

Date Signed: _____

Print Name: _____

Full Title: _____

| | | | |
|--------------------------|-----------------------------|--------------------------|-----------------------------|
| Company Name: | <u>Grant Town Hall</u> | Order # | <u>30765674</u> |
| Service Location: | | Billing Location: | |
| Address 1 | <u>8380 KIMBRO AVE N</u> | Address 1 | <u>8380 KIMBRO AVE N</u> |
| Address 2 | <u></u> | Address 2 | <u></u> |
| City | <u>STILLWATER</u> | City | <u>STILLWATER</u> |
| State | <u>MN</u> | State | <u>MN</u> |
| Zip | <u>55082</u> | Zip | <u>55082</u> |
| Primary Contact Name | <u>Kim Points</u> | Billing Contact Name | <u>Kim Points</u> |
| Primary Contact Phone | <u>(651) 426-3383</u> | Billing Contact Phone | <u>(651) 426-3383</u> |
| Primary Contact Email | <u>clerk@cityofgrant.us</u> | Billing Contact Email | <u>clerk@cityofgrant.us</u> |
| Service Term | <u>36 Months</u> | Tax Exempt | <u>Yes</u> |

| Service(s) | Qty | Monthly Service Charge ¹ | Non-Recurring Charge ² |
|---|-----|-------------------------------------|-----------------------------------|
| Business Internet | | | |
| Business Internet 100 | 1 | \$ 159.95 | |
| Equipment Fee | 1 | \$ 19.95 | |
| Additional Fees | | | |
| Standard Installation Fee / Change of Service Fee | 1 | | \$ 99.95 |
| Total Charge for Service Order | | \$ 179.90 | \$ 99.95 |

¹ Charges identified in the Service Order Agreement are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated).

² Non-Recurring Charges in the Service Order Agreement reflect activation and installation fees for this order. This excludes any custom installation fees.

| General Special Instructions |
|------------------------------|
| |

AGREEMENT

1. This Comcast Business Service Order Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to the above-named customer ("Customer"). This Agreement consists of this document (this "SOA"), the Business Services Customer Terms and Conditions (the "Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, the order of precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions. The Terms and Conditions are located at <https://business.comcast.com/terms-conditions-smb>. Capitalized terms not otherwise defined in this SOA shall have the meaning ascribed to them in the Terms and Conditions. Use of the Services is also subject to the then-current Acceptable Use Policy for High-Speed Internet Services (the "AUP") located at <https://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the then-current Privacy Statement (the "Privacy Policy") located at <https://business.comcast.com/privacy-statement> (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Service ("Service") carries a thirty (30) day money back guarantee. If within the first thirty (30) days following installation of a new Service, Customer is not completely satisfied, Customer may cancel the Service and Comcast will issue a refund for the monthly recurring charge paid for the first thirty (30) days of Service, excluding any custom installation fees, voice usage charges, fees, taxes, surcharges and optional service fees. Customer will be charged for any non-refundable fees and other charges. In order to be eligible for the refund, Customer must cancel the new Service within thirty (30) days of installation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00. If Customer uses the Service in the first thirty (30) days, Customer will be refunded its subscription fees, but charged the applicable one-time fee. For the avoidance of doubt, this money back guarantee does not apply to renewals of an existing Service.

Company Name: Grant Town Hall **Order #** 30765674

3. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

| CUSTOMER SIGNATURE | |
|--|--|
| By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index.aspx | |
| Signature | |
| Name | |
| Title | |
| Date | |

| FOR COMCAST USE ONLY | |
|-----------------------------|----------------------|
| Sales Representative | <u>Julie Corente</u> |
| Sales Representative Code | |
| Sales Manager Name | <u>Chris Prekopa</u> |
| Sales Manager Approval | |
| Division | <u>West</u> |

Company Name: Grant Town Hall **Order #** 30765674

BUSINESS INTERNET CONFIGURATION DETAILS

| | | | |
|--------------------------------------|---------------------------------|---------------------|--|
| Transfer Existing Comcast.net | <input type="text" value="No"/> | Equipment | <input type="text" value="Comcast Business Router"/> |
| Number of Static Ips | <input type="text" value="0"/> | Business Web | <input type="text" value="No"/> |

Company Name: Grant Town Hall Order # 30765674

BUSINESS CLASS: CUSTOM INSTALLATION & CONSTRUCTION ADDENDUM

| CUSTOMER INFORMATION (Service Location) | |
|---|---|
| Address 1 <u>8380 KIMBRO AVE N</u> | City <u>STILLWATER</u> |
| Address 2 _____ | State <u>MN</u> |
| Primary Contact Name <u>Kim Points</u> | ZIP Code <u>55082</u> |
| Business Phone <u>(651) 426-3383</u> | County _____ |
| Cell Phone _____ | Email Address <u>clerk@cityofgrant.us</u> |
| Pager Number _____ | Primary Fax Number _____ |

| TECHNICAL CUSTOMER CONTACT INFORMATION (Service Location) | |
|---|---------------------------------|
| Technical Contact Name _____ | Tech Contact On-Site? <u>No</u> |
| Technical Contact Business Phone _____ | Technical Contact Email _____ |
| Property Manager Contact Name _____ | Property Mgr. Phone _____ |

| CUSTOMER BILLING INFORMATION | |
|---|---|
| Billing Account Name <u>Grant Town Hall</u> | City <u>STILLWATER</u> |
| Billing Name (3rd Party) _____ | State <u>MN</u> |
| Address 1 <u>8380 KIMBRO AVE N</u> | ZIP Code <u>55082</u> |
| Address 2 _____ | Billing Contact <u>clerk@cityofgrant.us</u> |
| Billing Contact Name <u>Kim Points</u> | Billing Contact <u>(651) 426-3383</u> |
| Tax Exempt? <u>Yes</u> | Billing Fax _____ |

** If yes, please provide and attach tax exemption certificate.*

| CUSTOM INSTALLATION AND CONSTRUCTION ADDENDUM* | |
|--|-------------------|
| <small>As set forth in Section 2.7 of the Comcast Business Class General Terms and Conditions, Comcast has determined that Custom Installation is necessary for the service location described above as follows:</small> | |
| Total Custom Installation Fees: | <u>\$9,078.75</u> |
| Less Fees Paid by Comcast:* | <u>\$4,000.00</u> |
| Fees Due Comcast: | <u>\$5,078.75</u> |

* Any Custom Installation Fee amount absorbed by Comcast must be immediately paid by you to Comcast if the applicable Sales Order is terminated prior to the end of the Service Term. Please sign below to agree to these Terms and Conditions.

| CUSTOMER SIGNATURE |
|--|
| By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index.aspx . |
| Signature: _____ |
| Print: _____ |
| Title: _____ |
| Date: _____ |

| FOR COMCAST USE ONLY |
|---|
| Sales Representative: <u>Julie Corente</u> |
| Sales Representative Code: _____ |
| Sales Manager/Director Name: <u>Chris Prekopa</u> |
| Sales Manager/Director Approval: _____ |
| Division: <u>West</u> |
| Lead ID: <u>30765674</u> |

KLINE BROS EXCAVATING
8996 110TH ST N
STILLWATER, MN 55082

MARCH 26, 2022

ROAD SHOULDER BRUSHING

GRANT CITY COUNCIL,

This is a list of roads that we think need immediate brushing right now.

Jamaca Ct .15 miles

83rd st .6 miles

80th st 1 mile

Kimbrow 1.5 miles

McKusick 1.1 miles

105th st .85 miles

Ideal ave .85 miles

Jamaca ave .6 miles

88th st 1.1 miles

Lake Elmo ave 1.25 miles

Last year we brushed Ironwood, 110th st, Lansing, Jocelyn, 65th, Keats, Joliet, Jeffery and part of 83rd. That added up to 9.8 miles which left us with an average cost of \$5200 per mile. The list of roads we are proposing add up to 9 miles. At \$5200/ mile, it should cost approximately \$47000. We would start immediately before there is leaves on the trees.

Thank You,
Brian & Steve Kline



Kline Bros Excavating

City Council Report for March 2022

To: Honorable Mayor & City Council Members

From: Jack Kramer Building Official

City Code Enforcement:

1. No violations to report.

Building Permit Activity:

1. Twenty -Seven (27) Building Permits were issued with a valuation of \$ 2,456,032.00.

Respectfully submitted,

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

Jack Kramer

Building & Code Enforcement Official

| Grant Master Form | | Project Address | Date Issued | Valuation: | City Fee: | 75% Plan CK Fee: | Surcharge | Paid |
|-------------------|--------------------|------------------------|-------------|-----------------|--------------|------------------|-------------|-------------|
| Permit | Permit Type | Name | | | | | | |
| 2022-1 | HVAC New Const | Haskell | 1/3/2021 | N/A | \$ 80.00 | \$ 60.00 | \$ - | \$ 1.00 |
| 2022-2 | Polywater | 11222-60th. St. N. | 1/4/2022 | \$ 69,600.00 | \$ 783.75 | \$ 587.81 | \$ 509.43 | \$ 34.80 |
| 2022-3 | Withaus | 10305 Hadley Ct N. | 1/4/2021 | \$ 110,000.00 | \$ 1,049.75 | \$ 787.31 | \$ 682.33 | \$ 55.00 |
| 2022-4 | Honse | 9337 Keswick Ave. N. | 1/6/2022 | N/A | \$ 80.00 | \$ 60.00 | \$ - | \$ 1.00 |
| 2022-5 | Furnace & A/C | 11565 Hillcrest Ct. | 1/6/2022 | N/A | \$ 80.00 | \$ 60.00 | \$ - | \$ 1.00 |
| 2022-6 | HVAC Remodel | 10305 Hadley Ct N. | 1/10/2022 | N/A | \$ 80.00 | \$ 60.00 | \$ - | \$ 1.00 |
| 2022-7 | Plumbing Remodel | 10305 Hadley Ct N. | 1/10/2022 | N/A | \$ 80.00 | \$ 60.00 | \$ - | \$ 1.00 |
| 2022-8 | Cell Tower Mod. | 11400 Julianne Ave. N. | 1/11/2022 | \$ 15,000.00 | \$ 251.25 | \$ 188.43 | \$ 163.31 | \$ 7.50 |
| 2022-9 | Solar System | 9704 Manning Ave. N. | 1/13/2022 | \$ 8,500.00 | \$ 167.25 | \$ 125.43 | \$ 108.71 | \$ 4.25 |
| 2022-10 | Gas Fireplace | 7375 Inwood Way. | 1/14/2022 | N/A | \$ 80.00 | \$ 60.00 | \$ - | \$ 1.00 |
| 2022-11 | Re-Siding | 11151-88TH. St.N. | 1/14/2022 | \$ 5,269.29 | \$ 125.25 | \$ 93.93 | \$ - | \$ 2.63 |
| Monthly total | | | | \$ 208,369.29 | \$ 2,857.25 | \$ 2,142.91 | \$ 1,463.78 | \$ 110.18 |
| 2022-12 | HVAC Remodel | 7390-73rd St. N. | 1/18/2022 | N/A | \$ 80.00 | \$ 60.00 | \$ - | \$ 1.00 |
| 2022-13 | Gas Fireplace | 7375 Inwood Way N. | 1/18/2022 | N/A | \$ 160.00 | \$ 120.00 | \$ - | \$ 2.00 |
| 2022-14 | House & Garage | 6969 Jocelyn Rd. N. | 1/19/2021 | \$ 609,500.00 | \$ 3,756.25 | \$ 2,817.18 | \$ 2,441.56 | \$ 304.75 |
| 2022-15 | Plumbing | 8157-75th. St. N. | 1/20/2022 | N/A | \$ 80.00 | \$ 60.00 | \$ 9.00 | \$ 1.00 |
| 2022-16 | Kitchen Remodel | 6262-117th. N. | 1/23/2022 | \$ 45,000.00 | \$ 593.75 | \$ 445.31 | \$ - | \$ 22.50 |
| 2022-17 | HVAC Remodel | 11589-110th. St.N. | 1/24/2022 | N/A | \$ 80.00 | \$ 60.00 | \$ - | \$ 1.00 |
| 2022-18 | Pole Barn Addition | 7060 Manning Ave. N. | 1/24/2022 | \$ 44,000.00 | \$ 583.65 | \$ 437.93 | \$ 379.37 | \$ 22.00 |
| 2022-19 | Gas Fireplace | 7130 Lone Oak Trail N. | 1/24/2022 | N/A | \$ 80.00 | \$ 60.00 | \$ - | \$ 1.00 |
| 2022-20 | HVAC New Cost. | 7130 Loan Oak Trail N. | 1/26/2022 | N/A | \$ 80.00 | \$ 60.00 | \$ - | \$ 1.00 |
| 2022-21 | Furnace | 10740 Inwood Ave. N. | 1/26/2022 | N/A | \$ 80.00 | \$ 60.00 | \$ - | \$ 1.00 |
| 2022-22 | Cell Tower Ant. | 6077 Lake Elmo Ave... | 1/27/2022 | \$ 12,000.00 | \$ 209.25 | \$ 156.93 | \$ 136.01 | \$ 6.00 |
| 2022-23 | HVAC Gas Lines | 11707-110th. St. N. | 1/27/2022 | N/A | \$ 80.00 | \$ 60.00 | \$ - | \$ 1.00 |
| 2022-24 | House & Garage | 7310 Inwood Way N. | 1/27/2022 | \$ 1,650,000.00 | \$ 7,656.75 | \$ 5,742.56 | \$ 4,976.56 | \$ 760.00 |
| 2022-25 | Gas Fireplace | 10305 Hadley Ct. N. | 1/31/2022 | N/A | \$ 80.00 | \$ 60.00 | \$ - | \$ 1.00 |
| 2022-26 | Plumbing Remodel | 10679-83rd. St.N. | 2/1/2022 | N/A | \$ 80.00 | \$ 60.00 | \$ - | \$ 1.00 |
| 2022-27 | Structural Repair | 10679-83rd. St.N. | 2/1/2022 | \$ 2,537.00 | \$ 83.25 | \$ 62.43 | \$ - | \$ 1.26 |
| 2022-28 | Water Softener | 7100 Loan Oak Trail | 2/1/2022 | N/A | \$ 80.00 | \$ 60.00 | \$ - | \$ 1.00 |
| 2022-29 | Furnace & A/C | 9220 Knollwood Dr. | 2/1/2022 | N/A | \$ 80.00 | \$ 60.00 | \$ - | \$ 1.00 |
| 2022-30 | Bath Remodel | 11923 Ironwood Ave. | 2/1/2022 | \$ 8,000.00 | \$ 153.25 | \$ 114.93 | \$ - | \$ 4.00 |
| 2022-31 | Furnace | 10156 - 67th. St. N. | 2/4/2022 | N/A | \$ 80.00 | \$ 60.00 | \$ - | \$ 1.00 |
| 2022-32 | Furnace & A/C | 10163- 67th. St.N. | 2/5/2022 | N/A | \$ 80.00 | \$ 60.00 | \$ - | \$ 1.00 |
| 2022-33 | Boiler | 10425 Jasmine Ave. N. | 2/7/2022 | N/A | \$ 80.00 | \$ 60.00 | \$ - | \$ 1.00 |
| 2022-34 | Solar System | 10670-75th. St.N. | 2/7/2021 | \$ 28,700.00 | \$ 432.15 | \$ 324.11 | \$ 280.89 | \$ 14.35 |
| 2022-35 | Kitchen Remodel | 9250-88th. St. N. | 2/9/2022 | \$ 50,000.00 | \$ 643.75 | \$ 482.81 | \$ - | \$ 25.00 |
| 2022-36 | Plg. New Home | 7095 Lone Oak Trail | 2/10/2022 | N/A | \$ 80.00 | \$ 60.00 | \$ - | \$ 1.00 |
| 2022-37 | Furnace | 9051-68th. St.N. | 2/12/2022 | N/A | \$ 80.00 | \$ 60.00 | \$ - | \$ 1.00 |
| 2022-38 | Solar System | 9045 Justen Trail | 2/12/2022 | \$ 6,295.00 | \$ 139.25 | \$ 104.43 | \$ 90.51 | \$ 3.14 |
| Monthly total | | | | \$ 2,456,032.00 | \$ 15,691.30 | \$ 11,768.62 | \$ 8,313.90 | \$ 1,181.00 |