

**City of Grant
City Council Agenda
September 6, 2022**

The regular monthly meeting of the Grant City Council will be called to order at 7:00 o'clock p.m. on Tuesday, September 6, 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. August, 2022 City Council Meeting Minutes**
- B. August 2022 Bill List, \$70,221.28**
- C. Back to Black, Potholing, \$18,375.00**
- D. City of Mahtomedi, 3rd Quarter Fire Contract, \$38,624.00**

5. STAFF AGENDA ITEMS

- A. City Engineer, Brad Reifsteck**
 - i. Consideration of Gravel Maintenance Bids**
 - ii. Consideration of 2022 Special Roads Project, Guardrail**

iii.. Consideration of Resolution No. 2022-12, Road Petition and Ordering of Project

B. City Planner, Jennifer Swanson

i. Consideration of Ordinance No. 2022-67, Text Amendment, Section 32-245 Table of Uses, Firewood Processing

ii. Consideration of Resolution No. 2022-16, Summary Publication of Ordinance No. 2022-67

iii. PUBLIC HEARING, Consideration of Resolution No. 2022-17, Interim Use Permit for Firewood Processing, 10151 75th Avenue N

C. City Attorney, Nick Vivian

i. Consideration of Resolution No. 2022-13, Resolution Approving Joint Powers Agreement, State of MN, City of Grant on behalf of City Attorney

ii. Consideration of Court Services Subscriber Amendment to CJDN Subscriber Agreement

iii. Consideration of State of Minnesota Joint Powers Agreement

6. NEW BUSINESS

A. Consideration of Resolution No. 2022-14, 2023 Preliminary Budget

B. Consideration of Resolution No. 2022-15, Establishing Preliminary 2022 Levy

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 SEPTEMBER 7 THROUGH SEPTEMBER 30, 2022:

Mahtomedi Public Schools Board Meeting, Thursday, September 8th and September 22nd,
Mahtomedi District Education Center, 7:00 p.m.

Stillwater Public Schools Board Meeting, Thursday, September 8th, Stillwater City Hall, 7:00 p.m.

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

10. ADJOURNMENT

CITY OF GRANT
MINUTES

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DATE : August 2, 2022
TIME STARTED : 7:03 p.m.
TIME ENDED : 7:52 p.m.
MEMBERS PRESENT : Councilmember Carr, Rog, Giefer,
Schafer and Mayor Huber
MEMBERS ABSENT : None

Staff members present: City Engineer, Brad Reifsteck; City Treasurer Sharon Schwarze and Administrator/Clerk, Kim Points

CALL TO ORDER

The meeting was called to order at 7:03 p.m.

PUBLIC INPUT

There was no public input.

PLEDGE OF ALLEGIANCE

SETTING THE AGENDA

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

CONSENT AGENDA

June 28, 2022 City Council Meeting Minutes	Approved
July 2022 Bill List, \$106,440.49	Approved
Kline Bros. Excavating, Road Work, \$41,479.50	Approved
Washington County Sheriff's Department, 1 st Half Billing, \$73,933.60	Approved
Resolution No. 2022-11, Denial of Amendment to CUP, 9250 Dellwood Road N	Approved
City DOES NOT WAIVE Monetary Limits on Municipal Tort Liability	Approved

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

3 .
4 STAFF AGENDA ITEMS

5
6 City Engineer, Brad Reifsteck

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8 **Consideration of Resolution No. 2022-12, Declaring Adequacy of Petition and Ordering**
9 **Preparation of Report, 80th Street (Hickory to Ingberg Court) –** City Engineer Reifsteck advised a
10 petition was received by 50% of the affected property owners for major roadway improvements along
11 80th Street and Ingberg Ct as shown on the attached map.

12
13 The signed petitions account for 9 / 18 or 50% of the property owners within the project limits,
14 exceeding the 35% needed for the city to authorize the City Engineer to prepare a Feasibility Study,
15 the first step in the procedures per the City’s current assessment policy.

16
17 Council directed staff to schedule neighborhood meeting to determine if more of the neighborhood
18 would like to participate in the road improvements.

19
20 **Council Member Carr moved to table Resolution No. 2022-12. Council Member Giefer**
21 **seconded the motion. Motion carried unanimously with a roll call vote.**

22
23 **Consideration of 2022 Pavement Management Quotes –** City Engineer Reifsteck advised the
24 following streets were approved by Council for roadway maintenance work in 2022:

- | | | |
|-------------------|-----------------|---------------------------|
| 110th Street | 117th Street | Jasmine Court |
| 118th Street | Keystone Avenue | 65 th Street N |
| Kimbrow Avenue | Lansing Avenue | Justin Trl Neighborhood |
| | | Woodlawn Ac |
| Manning Avenue Ct | Irish Avenue | Neighborhood |
| Ironwood Avenue | Keswick Ave | |

25
26
27 This year’s project was to include a combination of crack repair and fog seal. Two Quotes were
28 received on July 21, 2022 as follows:

- 29
- 30 **Allied Blacktop Company – Total Bid Amount is \$62,260.00¹**
- 31 **Northwest Asphalt Inc – Total Bid Amount is \$69,113.00¹**
- 32

33 The prices above do not include the line item to fog seal.

34
35 Northwest Asphalt did not include a quote for the fog seal line item as they do not have the
36 resources to provide this type of work. Allied Blacktop Company quote did include a price for the
37 fog seal line item in the amount of \$38,750.00.

38
39 If Council were to award the full contract amount, including the fog seal, the total amount of the
40 contract is \$101,010.00.

1 Council Member Schafer moved to approve the bid and award full contract to Allied Blacktop
2 Company, as presented. Council Member Giefer seconded the motion. Motion carried
3 unanimously with a roll call vote.

4
5 City Planner, Jennifer Swanson (no action items)

6
7 City Attorney (no action items)

8
9 **NEW BUSINESS**

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11 **Consideration of Appointment, Video Tech, Ken Ronnan** – Staff advised Mr. Ken Ronnan
12 provided a quote for Video Technician Services when in-person meetings resume. It was noted Mr.
13 Ronnan previously served as Video Technician for the City of Grant.

14
15 **Council Member Carr moved to appoint Mr. Ken Ronnan for Video Technician, as presented.**
16 **Council Member Giefer seconded the motion. Motion carried unanimously with a roll call vote.**

17
18 **Consideration of Appointment, City Attorney, Eckberg Lammers** – Staff advised two bids were
19 obtained for City of Grant legal services and included in the Council packets.

20
21 **Council Member Giefer moved to appoint Eckberg Lammers as Interim Attorney, as**
22 **presented. Council Member Rog seconded the motion. Motion carried unanimously with a roll**
23 **call vote.**

24
25 **Consideration of Laserfiche Upgrades** – Staff advised an outline of proposed upgrades to the
26 Laserfiche System was included in the Council packets for consideration. Staff inquired if the
27 Council would like to upgrade to an online building permit process noting all of the Land Use
28 applications are available online.

29
30 **Council Member Rog moved to approve all Laserfiche Upgrades, as presented. Council**
31 **Member Giefer seconded the motion. Motion carried unanimously with a roll call vote.**

32
33 **UNFINISHED BUSINESS**

34 There was no unfinished business.

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

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

37 A 2022 Budget Work Session was scheduled on September 6, 2022 at 6:00 p.m.

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

39
40 **COMMUNITY CALENDAR AUGUST 2 THROUGH AUGUST 31, 2022:**

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

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

1 **Washington County Commissioners Meeting, Tuesdays, Government Center, 9:00 a.m.**
2 **Candidate Filing Period, August 2nd through August 16th, 2022**

3
4 **ADJOURNMENT**

5 **Council Member Giefer moved to adjourn the meeting at 8:38p.m. Council Member Rog**
6 **seconded the motion. Motion carried unanimously with a roll call vote.**

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8 These minutes were considered and approved at the regular Council Meeting September 6, 2022.

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Kim Points, Administrator/Clerk

Jeff Huber, Mayor

Fund Name: All Funds

Date Range: 08/01/2022 To 08/30/2022

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>FA-O-P</u>	<u>Total</u>
08/29/2022	T-Mobile	TMFFT11	City Cell Phone	N	Road Expenses - Other	100-43116-200-	\$ 20.00
Total For Check							20.00
08/29/2022	Xcel Energy	XcelEFT14	Utilities	N	Town Hall Electricity	100-43004-381-	\$ 75.21
		XcelEFT14			Well House Electricity	100-43010-381-	\$ 12.82
		XcelEFT14			Street Lights	100-43117-381-	\$ 50.47
Total For Check							138.50
08/30/2022	Payroll Period Ending 08/30/2022	15581	Aug22	N	Clerk Salary	100-41101-100-	\$ 4,213.43
Total For Check							4,213.43
08/30/2022	Kline Bros Excavating	15582	Road Maintenance	N	Grader Contractor	100-43101-301-	\$ 4,346.25
		15582			Special Road Projects	100-43128-301-	\$ 375.00
Total For Check							4,721.25
08/30/2022	SHC, LLC	15583	Planning Services	N	City Planner	100-41209-300-	\$ 1,150.75
		15583			Escrow	100-49320-300-1003	\$ 147.00
		15583				100-49320-300-1008	\$ 404.25
		15583				999-49320-300-	\$ 1,617.00
Total For Check							3,319.00
08/30/2022	Back to Black Driveway Sealcoating	15584	Potholing	N	Pothole Repairs	100-43109-220-	\$ 18,375.00
Total For Check							18,375.00
08/30/2022	Todd Smith	15585	Monthly Assessment Services - August	N	Property Assessor	100-41208-300-	\$ 2,173.00
Total For Check							2,173.00
08/30/2022	Waste Management	15586	Recycling -	N	Recycling	100-43011-384-	\$ 5,601.48
Total For Check							5,601.48
08/30/2022	CenturyLink	15587	City Phone	N	City Office Telephone	100-41309-321-	\$ 169.48
Total For Check							169.48
08/30/2022	AirFresh Industries	15588	PortaPot #52756	N	Town Hall Porta Pot	100-43007-210-	\$ 125.00
Total For Check							125.00
08/30/2022	City of Mahtomedi	15589	3rd Quarter Fire Contract	N	Fire - Mahtomedi	100-42002-300-	\$ 38,624.00
Total For Check							38,624.00

Fund Name: All Funds

Date Range: 08/01/2022 To 08/30/2022

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>FA-O-P</u>	<u>Total</u>
08/30/2022	Johnson Turner Legal	15590	June/July22 Billing	N	Legal Fees - General	100-41204-301-	\$ 2,787.00
		15590			Legal Fees - Complaints	100-41205-301-	\$ 6,631.75
		15590			Legal Fees - Prosecutions	100-41206-301-	\$ 4,000.00
		Total For Check					\$ 13,418.75
08/30/2022	KEJ Enterprises	15591	Road Contractor	N	Animal Control	100-42006-300-	\$ 83.00
		15591			Town Hall Mowing	100-43006-300-	\$ 125.00
		15591			Ball Field Maintenance	100-43009-300-	\$ 125.00
		15591			Road Engineering Fees	100-43102-300-	\$ 166.14
		15591			Road Garbage Removal	100-43105-300-	\$ 167.00
		15591			Gravel Road Costs	100-43106-300-	\$ 20.84
		15591			Magnesium Choride	100-43107-300-	\$ 41.67
		15591			Road Sign Replacement	100-43110-300-	\$ 83.84
		15591			Culvert Repair	100-43111-300-	\$ 20.84
		15591			Snow & Ice Removal	100-43113-300-	\$ 5,686.67
		15591			Road Brushing	100-43114-300-	\$ 2,250.00
		15591			Road Side Mowing	100-43115-300-	\$ 500.00
		Total For Check					\$ 9,270.00
08/30/2022	Press Publications	15592	Filing Affidavits	N	Escrow	100-49320-351-1008	\$ 37.98
		15592				999-49320-351-	\$ 31.65
		Total For Check					\$ 69.63
08/30/2022	Croix Valley Inspector	15593	Building Inspector	N	Building Inspection	100-42004-300-	\$ 10,045.64
		Total For Check					\$ 10,045.64
08/30/2022	Xcel Energy	15594	Pole Building Electricity Install	N	Other Services & Charges	100-41299-381-	\$ 764.00
		Total For Check					\$ 764.00
08/30/2022	Wells Fargo Business Card	15595	Browns Creek Staff Meeting-Lunch	N	Miscellaneous Expenses	100-41306-210-	\$ 52.84
		Total For Check					\$ 52.84
08/30/2022	WSB & Associates	15596	Engineering - July22	N	Engineering Fees - General	100-41203-300-	\$ 546.00
		15596			Seal Coating/Crack Filling	100-43112-300-	\$ 7,084.50
		15596			MS4	100-43118-300-	\$ 194.75
		15596			Special Road Projects	100-43128-300-	\$ 5,278.00
		15596			Utility/ROW Permits	100-43132-300-	\$ 435.00
		15596			Escrow	922-49320-300-	\$ 356.25
		15596				955-49320-300-	\$ 142.50
		Total For Check					\$ 14,037.00

Fund Name: All Funds

Date Range: 08/01/2022 To 08/30/2022

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
08/30/2022	PERA	15597	PERA	N	Clerk PERA	100-41102-120-	\$ 424.06
		15597			Clerk PERA Withholding	100-41108-100-	\$ 367.52
		Total For Check					\$ 791.58
08/30/2022	IRS	EFT160	Payroll Taxes	N	Clerk FICA/Medicare	100-41103-100-	\$ 432.53
		EFT160			Clerk Medicare	100-41105-100-	\$ 81.98
		EFT160			Federal Withholding	100-41107-100-	\$ 425.64
		EFT160			Social Security Expens	100-41109-100-	\$ 350.55
		Total For Check					\$ 1,290.70
		Total For Selected Checks					\$ 127,220.28



Back to Black Driveway Sealcoating
 PO Box 125
 Roberts, WI 54023
 (651) 653-1187
 BackToBlack3@gmail.com
 http://www.BackToBlackDriveways.com

Invoice 22-2362

DATE 08/09/2022	PLEASE PAY \$18,375.00	DUE DATE 08/09/2022
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BILL TO
 Kim Nelson
 City of Grant MN
 111 Wildwood Rd
 Willernie, MN 55090

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

SALES REP

Brian

ACTIVITY	DESCRIPTION	SQFT/LNFT	AMOUNT
Grant Patching	Grant road patching/cleaning maintenance 6-13-22 2 guys Jarvis 3 ton Kimbrow 1 ton	5	1,250.00
Grant Patching	Grant road patching/cleaning maintenance 6-22-22 2 guys Knollwood Leeward 4 ton	6	1,500.00
Grant Patching	Grant road patching/cleaning maintenance 7-19-22 4 guys 67th Ln N 4 ton	4	1,000.00
Grant Patching	Grant road patching/cleaning maintenance 7-27-22 2 guys 67th Ln N 3.5 ton	6	1,500.00
Grant Patching	Grant road patching/cleaning maintenance 7-28-22 2 guys 67th Ln N 4.5 ton	6	1,500.00
Grant Patching	Grant road patching/cleaning maintenance 8-2-22 2 guys McKusick 2 ton	4	1,000.00
Grant Patching	Grant road patching/cleaning maintenance 8-9-22 2 guys Keats, Knollwood, Jocelyn 6 ton	9	2,250.00
Grant Patching	Grant road patching/cleaning maintenance 8-10-22 2 guys Irish, McKusick 5 ton	8	2,000.00
Grant Patching	Grant road patching/cleaning maintenance 8-11-22 2 guys Irish, McKusick 4 ton	8	2,000.00
Grant Patching	Grant road patching/cleaning maintenance 8-15-22 2 guys Knollwood, Jocelyn	4	1,000.00
Grant Patching	Grant road patching/cleaning maintenance 8-16-22 2 guys McKusick 4 ton	5.50	1,375.00

We offer asphalt patching, repairs, and lifts. Ask for details.

All accepted estimates will require a credit card on file.

Visit our website for our online payment option!
www.backtoblackdriveways.com

ACTIVITY	DESCRIPTION	SQFT/LNFT	AMOUNT
Grant Patching	Grant road patching/cleaning maintenance 8-17-22 2 guys McKusick 4 ton	5	1,250.00
Grant Patching	Grant road patching/cleaning maintenance 8-19-22 2 guys McKusick 2 ton	3	750.00

All sealcoating and patch work comes with a LIMITED 1 YEAR WARRANTY and according to our supplier's specifications. Shaded areas/ commercial properties are not covered under our warranty. ALL JOBS done after September 15th will NEED physical approval and WILL NOT be covered under normal warranty. For more information about this, please contact us directly.

Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Any delays caused by weather or accidents are beyond our control. Any delays on customers part will be billed to customer at a rate of \$200 per hour. This applies to sprinklers left on or cars still in driveway/parking lots upon our arrival.

TOTAL DUE	\$18,375.00
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THANK YOU.

We offer asphalt patching, repairs, and lifts. Ask for details.

All accepted estimates will require a credit card on file.

Visit our website for our online payment option!
www.backtoblackdriveways.com



City of Mahtomedi
 600 Stillwater Road
 Mahtomedi, MN 55115

651-651-426-3344
 Fax 651-426-1786

Bill To:

City of Grant
 111 Wildwood Road
 PO Box 577
 Willernie MN 55090

Invoice: September 1, 2022

3rd Quarter Billing—Fire Contract

Due : 09.30.22

Date	Type	Invoice	Description	Amount	Payment	Balance
09.01.22			2022 Q3 Fire Contract	38,624.00		38,624.00
					Total	38,624.00

<u>CURRENT</u> 38,624.00	<u>30 DAYS</u>	<u>180 DAYS</u>	<u>210 DAYS</u>	<u>240 DAYS</u>
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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: September 6, 2022

Re: Gravel Road Maintenance Contract

Actions to be considered:

- Approve Gravel Road Maintenance Contract to Kline Bros. Excavating.

Facts:

The current gravel road maintenance agreement with Kline Bros, Inc. expired. Kline Brothers has agreed to continue providing these services under the current agreement until the City awards a new contract.

The services provided include routine maintenance of the City's gravel roadways, including graveling, hauling, and grading. The contractor is responsible for furnishing all personnel and equipment.

Quotes were received from two contractors for pricing by the hour based upon activity performed as follows:

Description				Kline Bros	Miller Excavation
No.	Mat. No.	Item	Units	Unit Price	Unit Price
1	2123.610	MOTOR GRADER	HR	\$105.00	\$145.00
2	2123.610	SKID STEER	HR	\$115.00	\$125.00
3	2123.610	TRUCKING AGGREGATE BASE	HR	\$100.00	\$128.00

Staff is recommending Council approve and enter a new Gravel Road Maintenance Contract with Kline Bros Excavation.

Action: Discussion and approval

Attachment: Agreement

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is entered into as of the 2nd day of August 2022, by and between the **CITY OF GRANT**, a Minnesota municipal corporation (“**GRANT**”) and Kline Bros Excavation. (“**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 gravel roadway maintenance services to GRANT and GRANT desires to retain CONTRACTOR upon the terms and conditions hereafter set forth.
- C. The CONTRACTOR and GRANT acknowledge that this agreement includes and incorporates by reference the accepted Request for Quote pricing and Project Specifications for the 2022 Gravel Road Maintenance which is attached and incorporated herein as Exhibit A, and the CONTRACTOR’S accepted quote which is attached and incorporated herein as Exhibit B.

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 Request for Quotes attached to this Agreement and incorporated herein by reference as **Exhibit A** and CONTRACTOR agrees to provide Gravel Road Maintenance Contractor services (the “Services”) specified.

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 A**.

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 A**.

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

5. Employees of Contractor

CONTRACTOR shall be solely responsible for paying its employees. CONTRACTOR shall be solely responsible for paying 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 two years from date of contract. Both parties retain the ability to extend the contract for one additional year.

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

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

10. Risk

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

11. Limitation of Liability

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

12. Indemnity and Warranty

CONTRACTOR shall always 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 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 provision hereof, the parties have executed this Agreement on the date first set forth above.

CITY OF GRANT

CONTRACTOR

By:

Its: Mayor

By:

ATTEST

By:

Its: City Clerk

EXHIBIT A
REQUEST FOR QUOTES

EXHIBIT B

RATE SCHEDULE

The City agrees to pay the Contractor for the cost and expense for performing the road maintenance services provided for by this agreement, with the amount of payment to be determined as set forth in the request for quotes as shown below:

No.	Mat. No.	Item	Units	Unit Price
1	2123.610	MOTOR GRADER	HR	\$105.00
2	2123.610	SKID STEER	HR	\$115.00
3	2123.610	TRUCKING AGGREGATE BASE	HR	\$100.00

1. The City agrees to compensate the Contractor as set forth in the bid submitted by the Contractor for each piece of equipment or type of work set forth herein. The quoted price was accepted on a per unit basis contract.
2. The City shall pay the contractor for fuel escalation costs as defined in the table below. To qualify for such reimbursement, the Contractor shall file a written claim presenting all required data and receipts for determining the amount of reimbursement. Minimum documentation shall include the purchase receipt, date of purchase and consumption, equipment operated, location of grading, and length of operating time. Payment shall be made on an hourly basis as an increase to the bid unit price in the quote form. The city shall make the final determination if payment for fuel escalation has been proven and payment is warranted.

Fuel Price	Additional Hourly Payment
\$6.00 – \$6.49	No Additional Compensation
\$6.50 – \$6.99	Additional \$4.50 per hour
\$7.00 per gallon or greater	Additional \$7.00 per hour

3. The contractor is required to notify the city prior to billing time hourly so that time can be tracked for payment.
4. Upon receipt of a monthly statement or invoice from the Contractor to the City Clerk for equipment costs, the city agrees to pay contractor monthly. Payment shall be made to the Contractor at the unit price rate as shown on the quote form in Exhibit A for equipment. Materials hauled shall be invoiced directly from the gravel pit to the city.

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: September 6, 2022

Re: 2022 Special Roads Project

Actions to be considered:

Award a contract to InSite Contracting for guard rail installation along Ironwood Avenue and the repair of existing guard rail along 118TH Street.

Facts:

Each year the city funds a special roads project. Projects in year's past have included roadway patching, mitigating roadway flooding, installing guardrails, roadway stripping & signing, etc.

This year's special project will include replacing an existing guardrail along 118th Street and installing new guard rail along Ironwood Avenue.

Quotes forms were sent to known and reliable contractors that specialize in plate beam guardrail installation. The table below summarizes the total quote from each contractor.

Contractor	Total Cost
InSite Contracting	\$41,495.00
H & R Construction	\$62,681.07

The special roads budget is approximately \$70,000. The City staff is recommending award to InSite Contracting from Forest Lake , Mn in the amount of \$41,495.00

Action: Discussion. Award

Attachment: InSite Quote



24060 Greenway Road, Unit A
Forest Lake, MN 55025
Equal Opportunity Employer
SBE/WBE/TGB & DBE Certified

Buddy Zignego Jr.
715-495-2753 (Cell)
651-968-4554
651-968-4466 (fax)
Zignegojr@insitemn.com

Quote

Date 8/16/2022

Project #

Project Name City Of Grant

Letting Date 8/16/2022

<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Bid Amount</u>
1	Traffic Barrier Type 31	1075	lf	\$ 38.60	\$ 41,495.00
					<u>Total \$ 41,495.00</u>

This includes 1 Mobilization

Also includes Traffic Control, and Flagger's

All grading, erosion control, and turf establishment shall be the responsibility of others.

1% Bond Included in this quotation.

Actual Field Measurement shall be basis of payment.

If you have any questions concerning this quote please contact Buddy Zignego Jr. (715-495-2753)

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: September 6, 2022

Re: 80th Street and Ingberg Ct Roadway Improvements – Resident Petition.
WSB Project No. 020929-000

Actions to be considered:

A motion to adopt a Resolution Declaring the Adequacy of Petition for the 80th Street and Ingberg Ct Roadway Improvements.

Facts:

A petition was received by 37% of the affected property owners for major roadway improvements along 80th Street and Ingberg Ct.

A neighborhood meeting was held with abutting property owners on Thursday August 25th. The impetus for the meeting was to gather all property owners to discuss the city's road policy and to include the residents living on Ingberg Cir and Ingberg Ct that were not included with the original petition. 14 property owners attended the meeting. The discussion at the meeting was very constructive with most of the attendees sharing their opinions on pavement versus a gravel road.

The signed petition received accounts for 10 / 27 or 37% of the property owners within the project limits, exceeding the 35% needed for the city to authorize the City Engineer to prepare a Feasibility Study.

City policy expresses preference for more than 50% of the owners of buildable units along the roadway being assessed sign the petition. The current petition is less than what is expressed in policy, therefore, staff's recommendation is to not adopt the resolution declaring the adequacy of the petition and not to proceed with a feasibility report at this time.

Action: Discussion.

Attachments: Resolution

CITY OF GRANT

WASHINGTON COUNTY, MINNESOTA

RESOLUTION NO. 2022-12

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

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

1. A certain petition requesting the reconstruction of 80th Street N from the Grant City limits to Ingberg Court and Ingberg Court from 80th Street to address 8250 Ingberg Court N, filed with the City Council May 31, 2022, is hereby declared to be signed by the required percentage of owners of property affected thereby. This declaration is made in conformity to Minn. Stat. Section 429.035.
2. The petition for proposed improvement is hereby referred to the city engineer and that person is instructed to report to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affect parcels.

Adopted this 2nd day of August 2022 by the City Council of Grant, Minnesota.

Jeff Huber, Mayor

ATTEST:

Kim Points, City Clerk



- Include language in the definition and the performance standards that no process with any chemicals is permitted.
- Add additional language to the performance standards that prohibits processing with any chemicals, no manufacturing of products that require assembly or fasteners is permitted; no roof trusses or similar types of products may be produced onsite.
- Revise language to require compliance with any agency having jurisdiction over the processing.

The following staff report is generally as-presented to the Planning Commission with updates to reflect their discussion.

BACKGROUND, APPLICANT & ORDINANCE HISTORY

In March of 2022 the Applicant applied for a Conditional Use Permit to operate Mogren's Firewood, a small-scale firewood processing operation, from the property located at 10151 75th Street N., Grant, MN. The application was processed and considered by both the Planning Commission and City Council. On June 28, 2022 the City Council discussed the proposed operation and determined that the operation was not consistent with the adopted Table of Uses and that a text amendment should be considered to more appropriately match the proposed use with the City's permitted uses.

After the meeting the Applicant withdrew the previous application for a Conditional Use Permit, and immediately submitted an Application for this Text Amendment as recommended by the City Council. The Applicant has also submitted an application for an Interim Use Permit that would comply with an amended ordinance. The review and staff report for the Interim Use Permit is the subject of the next agenda item.

ANALYSIS

Division 4, Section 32-116 of the City's Zoning Ordinance allows for amendments to the Zoning Ordinance (chapter), if such request is initiated by the City Council, Planning Commission or by a resident's petition. When considering the proposed text amendment, the Planning Commission should consider, at a minimum, the following:

1. Are the proposed changes consistent with the City's adopted Comprehensive Plan?
2. Are the proposed changes compatible with existing regulations and standards within the affected/applicable zoning district?
3. Will the proposed changes have a negative impact on the health, safety and welfare of the community?
4. If the proposed changes are found to be consistent; are there additional considerations that should be addressed as part of the ordinance amendments that were not contemplated in the Application?

It is important to remember when reviewing the Applicant's proposed language and amendment that the changes will affect all properties in the City that are zoned and guided similarly (i.e. all properties in the A2 zoning district).

The Planning Commission determined that additional considerations should be addressed beyond those provided in the Applicant's submission. The attached draft ordinance includes the recommendations of the Planning Commission and incorporates the Applicant's request but provides additional standards.



Comprehensive Plan

The City's Comprehensive Plan focuses on retaining the rural lifestyle and ensuring new uses are compatible with existing agricultural and rural residential uses in the A1 and A2 zoning district. The Applicant's proposed use is described as a small-scale firewood processing operation that does not include retail operations. Provided the use is properly defined, is limited in its intensity and is accessible to major roadways it should be consistent with the intent and purpose of the Agricultural/Rural Residential land use designation.

Consistency with Zoning

Section 32-243 defines the intent and purpose of the A2 zoning districts as,

A-2 The A-2 districts provide rural low density housing in agricultural districts on lands not capable of supporting long-term, permanent commercial food production. A-2 district lot sizes will provide for marginal agriculture and hobby farming.

The existing A-2 zoning district is predominantly developed with rural residential uses, but there are some non-residential uses that are permitted within the district provided certain conditions are met. As described in the applicant's narrative and in the applicant's testimony during their previous application process the proposed use would be non-retail, and would be conducted during limited hours. The intent of the operations is to be low-impact, low-intensity and not a large-scale operation. Provided the use is properly defined, is limited in the intensity, has adequate access and is non-retail the proposed use should be consistent with the A-2 zoning district.

ANALYSIS & CONSIDERATIONS

The Applicant's request is to add "Fire Wood Processing" to Table 32-245 Table of Uses as an Interim Use in the A2 Zoning District.

While the Applicant's proposed operation is for a specific site if the City's ordinance is amended the use will be permitted with an Interim Use Permit on any parcel zoned A2. Given that the change would affect all properties with the A2, staff provides the following draft language and considerations for discussion:

- **Use Description.** Modify the Applicant's proposed land use category to: "Forestry Products and Processing (non-retail)." This use would encompass and include firewood processing and storage but provides a broader use category that could capture similar uses that may be compatible with the City's predominantly agricultural and rural residential uses.
- **Proposed Definition.** The following draft definition is included in the draft ordinance and reflects the Planning Commission's recommendation to include description that no chemical processing is permitted.
 - *Forestry Products and Processing means* the storage and processing of forestry products on a site that does not include public access or public retail sales. Any processing conducted as part of the use may not use any chemicals. Examples of such use may include, but is not limited to, firewood processing, wood processing, wood storage or logging. This use does not include the removal of existing trees or vegetation on the site for processing, which may be subject to a different land use and permitting process.



- **Proposed Performance Standards.** The following performance standards related to the use are provided and have been updated to include the recommendations of the Planning Commission. Please note that all other applicable ordinance standards shall remain in effect. For example, the operation must comply with the MPCA noise standards and must comply with the City's light and sign ordinances. Additionally, similar to a Conditional Use, reasonable condition specific to a site or project may be included in any approved Interim Use Permit. The following performance standards are in addition to the City's existing standards.
 - The operation must be located on a site/lot with a minimum of 20-acres.
 - The operation must have direct access to a paved collector roadway and must obtain all necessary driveway permits from the applicable agency.
 - The operation, including structures, parking, storage area, and any operation related uses may not exceed 15,000 square feet in area.
 - No chemicals may be used for the processing of the products on site.
 - No manufacturing of products that require fasteners or assembly is permitted. Examples of such products include roof trusses.
 - The operation must be setback a minimum of 100-feet from any adjacent residential uses.
 - The operation must be fully screened from any public right-of-way or adjacent residential use.
 - No retail or public sales may be conducted from the site.
 - All appropriate permits and/or permission from the applicable local, state or federal agency must be obtained regarding the wood products brought to the site. All species and wood products processed on site must comply with the applicable agency's rules and regulations.

RECOMMENDATIONS/REQUESTED ACTION

The Planning Commission unanimously recommended approval of the proposed text amendment. A draft Ordinance is attached reflecting their recommendation for your review and consideration.

Attachments:

Attachment A: Application

Attachment B: Ordinance No. 2022-XX

DRAFT FOR CONSIDERATION

CITY OF GRANT

WASHINGTON COUNTY, MINNESOTA

ORDINANCE 2022-67

**An Ordinance Amending the Grant Code of Ordinances
Amending Sections 32-1 Definitions and 32-245 Table of Uses and adding
Section 32-354 Forestry Products and Processing (non-retail)**

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

SECTION 1. AMENDMENT OF CHAPTER 32, ZONING, OF THE CITY'S CODE OF ORDINANCES.

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

Forestry Products and Processing means the storage and processing of forestry products on a site that does not include public retail sales. Any processing conducted as part of the use may not use any chemicals and may not produce any hazardous waste. Examples of such use may include, but is not limited to, firewood processing, wood processing, wood storage or logging. This use does not include the removal of existing trees or vegetation on the site for processing, which may be subject to a different land use and permitting process.

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

Use	Conservancy	Agricultural A1	Agricultural A2	Residential R1	General Business (GB)
(KEY) <i>P = Permitted</i> <i>C = Conditional Use Permit and public hearing</i> <i>I – Interim Use Permit and public hearing</i> <i>CC=Certificate of Compliance</i> <i>A = Permitted accessory use</i> <i>N = Not Permitted</i>					
<u>Forestry Products and Processing (non-retail)</u>	<u>N</u>	<u>I</u>	<u>I</u>	<u>N</u>	<u>N</u>

DRAFT FOR CONSIDERATION

SECTION 2. ADDING SECTION 32-354 FORESTRY PRODUCTS AND PROCESSING TO CHAPTER 32, ZONING, OF THE CITY'S CODE OF ORDINANCES.

Sec. 32-354. Forestry Products and Processing (non-retail).

- (a) Purpose and intent. The purpose is to establish regulations and performance standards related to small-scale Forestry Products and Processing non-retail operations in the City.
- (b) Permitted Use. Forestry Products and Processing (non-retail) is a permitted use within the A1 and A2 zoning districts with the issuance of an Interim Use Permit.
- (c) Performance Standards. The forestry products and processing (non-retail) operations must comply with all rules and regulations of Federal, State, County and local agencies and the following performance standards:
 - 1. The operation must be located on a site/lot with a minimum of 20-acres.
 - 2. The operation must have direct access to a paved collector roadway and must obtain all necessary driveway permits from the applicable agency.
 - 3. The operation, including structures, parking, storage area, and any operation related uses may not exceed 15,000 square feet in area.
 - 4. No chemicals may be used for the processing of the products on site.
 - 5. No manufacturing of products that require fasteners or assembly is permitted. Examples of such products include roof trusses.
 - 6. The operation must be setback a minimum of 100-feet from any adjacent residential uses.
 - 7. The operation must be fully screened from any public right-of-way or adjacent residential use.
 - 8. No retail or public sales may be conducted from the site.
 - 9. All appropriate permits and/or permission from the applicable local, state or federal agency must be obtained regarding the wood products brought to the site. All species and wood products processed on site must comply with the applicable agency's rules and regulations.

SECTION 3. SEVERABILITY.

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

DRAFT FOR CONSIDERATION

SECTION 4. EFFECTIVE DATE.

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

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

Voting AYE:

Voting NAY:

Whereupon said Ordinance was declared passed adopted this ____ day of _____, 2022.

Jeff Huber, Mayor

Attest: Kim Points, City Clerk



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

pd \$1,100
check # 5245

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

7/1/22

**COMPREHENSIVE PLAN OR
 ZONING AMENDMENT (MAP OR TEXT)**

Application Date:	
Fee: \$100	Escrow: \$1,000

Any Comprehensive Plan Amendment, or Zoning Amendment shall be considered for consistency among both the adopted Comprehensive Plan and the official Zoning Ordinance.

PARCEL IDENTIFICATION NO (PIN): <i>26,030, 21, 33,0001</i>	LOT SIZE: <i>101 Acres</i>
OWNER: Name: <i>Mike Regan</i> Address: <i>6667 Keats Ave No</i> City, State, Zip: <i>Grant MN, 55082</i> Phone: <i>651-770-2301</i> Email: <i>Mike@IHgolf.com</i>	APPLICANT (if different from Owner): Name: <i>Pete Mogren</i> Address: <i>861 Eagle Ridge Ln.</i> City, State, Zip: <i>Stillwater, MN, 55082</i> Phone: <i>651-270-8728</i> Email: <i>Pkmogren@gmail.com</i>
REQUESTED ACTION: <input type="checkbox"/> Map Amendment	<input checked="" type="checkbox"/> Text Amendment <input type="checkbox"/> Map & Text Amendment
IF MAP AMENDMENT, REQUEST TO REGUIDE LAND USE AND/OR ZONING FROM: _____ TO: _____	
<i>*Please note that you will need to amend both the zoning and use if a map change is requested</i>	
APPLICABLE ZONING CODE SECTION(S): <i>sec. 32.245 table of uses</i>	
<i>Please review the following documents to assist with your request.</i>	
1. City Code Chapter 32, Zoning	
2. City of Grant Comprehensive Plan	

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: *Pete Mogren*
(Please print)
 Address: *861 Eagle Ridge Lane*
 City, State, Zip: *Stillwater, MN 55082*
 Phone: _____
 Cell Phone: *651-270-8728*
 Email: *petemogren@gmail.com*
 Signature: *Pete Mogren*
 Date: *7-1-2022*

Fee Title Property Owner

(if different from Applicant)

Name: *Mogren, Inc.*
(Please print)
 Address: *6667 Keats Ave. No.*
 City, State, Zip: *Grant, MN, 55082*
 Phone: *651-770-2301*
 Cell Phone: *612-749-4901*
 Email: *Mike@IH Golf, com*
 Signature: *Michael O. Regan*
 Date: *6/30/2022*

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 deadline.

According to Minnesota State Statute 15.99 a Comprehensive Plan Amendment or Zoning Amendment has a Statutory review period of 60 days, with the City's ability (which includes city staff and consultants) to extend the review period 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. Applicants shall be aware that Comprehensive Plan Amendments also require review by the Metropolitan Council which may impact time for a decision.

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 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.

Review and Recommendation by the Planning Commission. The Planning Commission shall consider oral or written statements from the Applicant, the public, City staff and its Consultants and/or its own members. It may question the Applicant and may recommend approval, disapproval, or table by motion the application. The Commission may impose necessary conditions and safeguards in conjunction with their recommendation.

Review and Decision by the City Council. The City Council shall review the application after the Planning Commission has made its recommendation. The City Council is the only body with the authority to make a final determination and either approve or deny the application.

***Please note that if your request is granted, it does not represent any specific project approvals related to your property. Additional applications and processes may be required if your amendment is approved.*

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

Applicant

Fee Title Property Owner

(if different from Applicant)

Pete Mogren
Signature

Michael O. Regan
Signature

Pete Mogren
Printed Name

Michael O. Regan
Printed Name

7-1-2022
Date

6/30/2022
Date

** For Applicant's use and records

Comprehensive Plan or Zoning Amendment 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 your full submission; Two (2) 11x17 half scale scalable hard copy plan sets (if applicable).

- Current Text or Map in Comprehensive Plan and/or Zoning Ordinance:** The following must be included in your submittal.
- Chapter and Section Number (if applicable) *Sec 32.245*
 - Existing Text of the Section (if applicable) *Add wood processing*

- Proposed Text and/or Map Changes:** Submit your proposed changes to the text or Map, or both. Please make sure to consider how your changes may affect different chapters in the Comprehensive Plan or ordinance, and consider this when you submit your application. Make sure to address all areas that might be affected by your changes. For example, a land use change might impact the traffic and transportation section, so make sure to address both chapters.

- Written Narrative:** Your description should include how you intend to use and/or benefit by the Comprehensive Plan or Zoning Ordinance Amendment and should include the following:
- Address how the proposed Comprehensive Plan Amendment or Zoning Amendment will affect adjacent properties.
 - Does your proposed map change or language affect any other section in the Comprehensive Plan?
 - Does your proposed map change or language affect density? Increase or decrease?
- Allow wood processing in A-2 District*

- Any **graphic representation** of how the amendment(s) will benefit your property (if applicable), this may include a Site Plan.

Paid Application Fee: \$100

Paid Escrow*: \$1,000

*Any remaining funds, after expenses, are returned to the applicant. Expenses incurred over \$1,000 will be billed to the Applicant.

Narrative:

In conjunction to the City of Grant's Table of Uses, I am proposing that my operation would fall under Landscape Supply and Agricultural providing firewood for recreational and restaurant use. In addition, the firewood saw dust and scraps can be provided as horse bedding for locals.

During working hours, there will be loading of the product into the kiln dryer and delivery truck by owner, Corey Mogren. In addition, delivery of firewood to customer will be the main source of distributing with the occasional pick-up allowed by appointment only (happening about 1% of the time). Operation will be year-round with Spring/Summer being a slightly slower time, and my hours of operation include the following:

- Running the wood processor from roughly 8:30 am – 3 pm, 1-2 days a week**
- Kiln drying process will run consecutively for 36 hours (I am not present on site)**
- Loading into my truck for delivery roughly 8:30 am – 3 pm, 1-3 days a week – this time includes delivering meaning I will only be onsite 3-4 time during these hours**

Overall, I will be operating out of the space roughly 2-5 days a week for 6-7 hours at a time, these times are subject to change during slower months. In addition, I have purchased an electric processor to replace my current one that will be arriving in June.

This will be significantly quieter during the time I am cutting and processing wood.

Narrative:

In conjunction to the City of Grant's Table of Uses, I am proposing that my operation would fall under Landscape Supply and Agricultural providing firewood for recreational and restaurant use. In addition, the firewood saw dust and scraps can be provided as horse bedding for locals.

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This will be significantly quieter during the time I am cutting and processing wood.

**CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA**

RESOLUTION NO. 2022-16

A RESOLUTION OF THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA, PROVIDING FOR THE SUMMARY PUBLICATION OF ORDINANCE NO. 2022-67, AN ORDINANCE AMENDING THE GRANT CODE OF ORDINANCES

WHEREAS, On September 6, 2022, at the regular Grant City Council meeting, by majority vote, the City Council adopted Ordinance No. 2022-67, amending Chapter 32 of the City's Code of Ordinances to allow for Forestry Products and Processing (non-retail) with an Interim Use Permit in the A1 and A2 zoning district, and modifying standards for such use; and

WHEREAS, State law requires that all ordinances adopted be published prior to becoming effective; and

WHEREAS, the City Council for the City of Grant has determined that publication of the title and a summary of Ordinance No. 2022-67 would clearly inform the public of the intent and effect of the Ordinance; and

WHEREAS, the City Council for the City of Grant has reviewed the summary of Ordinance No. 2022-67 attached and incorporated herein as **Exhibit A**; and

WHEREAS, the City Council for the City of Grant has determined that the text of the summary clearly informs the public of the intent and effect of Ordinance No. 2022-67.

NOW THEREFORE BE IT RESOLVED, the City Council for the City of Grant hereby:

1. Approves the text of the summary of Ordinance No. 2022-67 attached as **Exhibit A**.
2. Directs the City Clerk to post a copy of the entire text of Ordinance No. 2022-67 in all public locations designated by the City Council.
3. Directs the City Clerk to publish the summary in the City's legal newspaper within ten days.
4. Directs the City Clerk to file the executed Ordinance upon the books and records of the City along with proof of publication.

Dated this 6th day of September, 2022.

Jeff Huber, Mayor

ATTEST:

Kim Points, City Clerk

Ordinance Summary

Ordinance No. 2022-67

**AN ORDINANCE AMENDING THE GRANT CODE OF ORDINANCES
AMENDING SECTIONS 32-1 DEFINITIONS AND 32-245 TABLE OF USES AND
ADDING SECTION 32-354 FORESTRY PRODUCTS AND PROCESSING (NON-
RETAIL) FOR SUCH USE IN THE A1 AND A2 ZONING DISTRICTS
FOR THE CITY OF GRANT, MINNESOTA**

On September 6, 2022, the City of Grant adopted an ordinance amending Chapter 32 Zoning to allow Forestry Products and Processing (non-retail) uses in the A1 and A2 Zoning Districts with an Interim Use Permit; and to add the section relating to Forestry Products and Processing (non-retail) that establishes performance standards for such use.

A printed copy of the Ordinance is available for inspection by any person during regular office hours at the office of the City Clerk or by standard or electronic mail.



STAFF REPORT

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

Date: August 30, 2022

CC: Brad Reifsteck, PE, City Engineer
Nick Vivian, City Attorney

RE: Application for an Interim Use Permit to process firewood at 10151 75th Avenue N

From: Jennifer Haskamp
Consulting City Planner

Background

The Applicant, Pete Mogren, Mogren's Firewood, is requesting an Interim Use Permit (IUP) on the subject property to allow for the processing and selling of firewood. The use includes cutting and processing firewood that is dried using a large kiln on site. The Site Plan shows the location of the existing building on the property, the stockpile locations for the processing operations and the location of the kiln.

In June the Applicant's proposed operation was reviewed as Conditional Use Permit application by the Planning Commission and the City Council, and it was determined through the process that the proposed use was not adequately addressed on the City's Table of Uses. The City Council recommended that the applicant consider applying for an amendment to the City's zoning ordinance that would more directly match the proposed business operation.

The Applicant submitted an application for a text amendment that was reviewed by the Planning Commission at their regular meeting on August 10, 2022. A duly noticed public hearing was held, and after closing the Planning Commission unanimously recommended the approval of the text amendment which is the subject of the first planner agenda item on September 6, 2022. This application for an Interim Use Permit must be considered after the text amendment, because it may only be considered if the text amendment is approved by the City Council.

The staff report that follows is consistent with the materials submitted during the June application review process. Some minor updates have been made, including review for consistency with the proposed text amendment that includes certain performance standards regarding the operation.

Process Summary and Interim Use Permit Period



An Interim Use Permit (IUP) is granted to a specific use or business and is NOT given to the land. As summarized in subsequent sections of this report, the IUP is generally granted for a certain period of time which may be actual (such as 5 -years) or based on the occurrence on certain event (e.g. the Comprehensive Plan changes the land use designation).

Staff recommends discussion of the appropriate time-period of the IUP for the subject use based on the information provided in the Application and in this report.

Public Hearing

A duly noticed public hearing has been set for the City Council meeting on September 6, 2022. Please note that any use requiring an Interim Use Permit on the Table of Uses is permitted to bypass the Planning Commission and have direct consideration by the City Council.

Application Summary

Applicant: Pete Mogren, Mogren’s Firewood Owner: Mike Regan	Site Size: 101.5 Acres
Land Use: RR-AG Zoning: A2 – Agricultural Small Scale	Request: Interim Use Permit (IUP)
Address: 10151 75 th Street North Grant, MN 55082	Location Description and PIDs: PID 26.030.21.33.0001, subject property generally located southeast of Keats Ave. N. and 75 th St. N. (CSAH 12)

The Applicant is requesting an IUP on the subject property for the firewood processing operation that is considered a Forestry Products and Processing (non-retail) use on the Table of Uses. A summary of the proposed use is as follows:

- Cutting and processing the firewood
- Loading and operation of a kiln dryer
- Delivery of firewood
- Occasional customer pick-up
- Year-round operation, with Spring/Summer being the slow season
- Operating hours as detailed below

As described, the operations would occur on site between two and five days a week, with average time per day between six and seven hours. The applicant has indicated that the variation in hours will occur based on whether it is the busy or slow season. (E.g. there is higher demand for firewood during the cold season). In the applicant’s narrative, they have indicated that they have purchased an electric processor to replace the current processor to reduce the noise associated with the operations. The new electric processor will be quieter than the current processor and is schedule to arrive in June 2022.



During the process in June, the Applicant indicated that no work will be conducted on the weekends, and they are comfortable with only operating Monday through Friday with the stated hours of operation on weekdays only.

Review Criteria

Section 32-219 of the City Code provides the Application, Procedure and Public Hearing process for an Interim Use Permit. As stated, Interim Use Permits are processed similar to a CUP, except that the public hearing may be conducted by the City Council. 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.”

Section 32-245 Table of Uses establishes the list of permitted, conditionally permitted and permitted by interim use in the City. Provided the text amendment is approved, the proposed firewood processing operation is consistent with the Forestry Products and Processing (non-retail)uses and requires and Interim Use Permit and must comply with the stated performance standards.

Existing Site Conditions

The parcel is generally located southeast of Keats Ave. N. and 75th St. N. (CSAH 12) and is bordered by rural residential parcels on the westerly border of the site, and large lot/agricultural uses border the south and easterly property lines. The area is generally developed with a mix of agriculture, rural residential and golf course uses.

10151 75th Avenue North, PID 26.030.21.33.0001

The parcel is described as being in the Southwest Quarter of Section 26, Township 30 North, Range 21 West. The parcel is approximately 101.5 acres, is fairly regular in shape, and is bordered by 75th Street North on the north. The majority of the site is wooded with a large agricultural field in the central portion of the property. The perimeter of the site is heavily vegetated and the proposed use will be located within the area cleared of large trees and vegetation.

Comprehensive Plan Review

The site is guided RR/AG – Rural Residential/Agricultural in the City’s adopted Comprehensive Plan. Land within the RR/AG land use designation is generally described as supporting rural residential and agricultural uses with limited non-residential uses that require a CUP or IUP. Provided the operation complies with the standards established within the Text Amendment and an IUP is obtained the firewood processing operations will be consistent with the adopted comprehensive plan.



Zoning/Site Review

The Applicant submitted a Site Plan for the proposed amendment (See attached Exhibit). The following dimensional review is provided for review and consideration.

Dimensional Standards

The following site and zoning requirements in the A-2 district related to the proposed application. Please note that the standards established in the draft Text Amendment are provided, but may be revised if the language is not adopted. The following review is conducted focusing on the submitted site plan.

Dimension	Standard
Minimum Lot Area	20 Acres
Operational Area	15,000 SF
Frontage on an Improved Public Road	300'
Front Yard Setback along Arterials	150'
Side Yard Setback (from any adjacent residential use)	100'
Rear Yard Setback (from any adjacent residential use)	100'
Height of Structure	35'
Accessory Buildings (# and Total SF)	No limit
Impervious surface coverage	50%
Floor Area Ratio	30%

Proposed Use

The proposed use is a “Forestry Products and Processing (non-retail)” use which is permitted within the A1 and A2 zoning district with an Interim Use Permit. The proposed use is subject to the conditions and criteria as adopted through the text amendment process.

Lot Area and Accessory Building Standards

The text amendment stipulates that Forestry Products and Processing uses may only be conducted on a lot or parcel that is 20-acres or larger. The existing parcel is 101.5 acres, which meets this standard.

The text amendment states that areas used for the operation may not exceed 15,000 SF. The intent of limiting the operational size is to limit the intensity and scale of the operation. As shown on the site plan, the operational area is approximately 14,200 SF and complies with this standard.

The subject property is approximately 101.5 acres and is used for a non-residential structure. Section 32-313(b) states that the maximum building size is established for a CUP or IUP based on the lot size. As identified, there is no limit on maximum total square footage on lots larger than 20 acres.

There is no limit on number of accessory buildings allowed. For non-accessory,



non-dwelling structures, the limit is determined as per the Permit (IUP).

Setbacks and Screening

As shown on the Site Plan, the operation is located in the northwest portion of the property. The kiln is located approximately 300' from the westerly property line and 450' from the northerly property line and 75th Street North frontage. The identified processing area is approximately 345' from the eastern property line and 495' from the northerly property line and road frontage.

The existing building on the site is setback approximately 370' from the eastern property line and 540' from the northerly property line.

The identified operations area (with the kiln, stockpiles, loading and processing area and the existing building) is setback approximately 300' from the easterly property line, 360' from the northerly property line and more than 1,500' from both the westerly and southerly property line. The setback area north and west of the proposed operation are heavily vegetated and mitigate any current view of the operations. ***As proposed, the area designated for operations meets the City's ordinance.***

The proposed language in the text amendment requires that all Forestry Product and Processing operations must be fully screened from the public right-of-way and any adjacent residential uses. As shown on the aerial, the operations are tucked away behind significant vegetative screening which fully screens the operation from CSAH 12 and the adjacent residential properties. This vegetation must be maintained as long as the IUP and operations are active.

Operations

The hours of operation given in the narrative are as follows:

- Running the wood processor: 8:30 am – 3:00 pm, 1 – 2 days a week
- Loading truck for delivery: Between 8:30 am – 3 pm, 1 – 3 days a week. This includes delivery of firewood so the delivery truck would be loaded 3 – 4 days onsite between these hours.
- The kiln runs consecutively for 36 hours when no one is present onsite.

The Applicant indicated during the previous application process, that they are comfortable limiting the operations to Monday through Friday, with no weekend operations.

Per the language in the draft text amendment, no retail operations are permitted from the site. ***Staff recommends that a condition be included within the permit that no on-site customer sales or retail operations are permitted on the site.***

Noise

The subject operations were brought to the attention of the City due to a concerned neighbor regarding the noise generated on the Site. The staff investigated the complaint and determined that the operations required a Permit to operate, and thus the Applicant applied for the text amendment and this IUP. The City's noise standards are established consistent with the MPCA's noise



regulations, and all operations must demonstrate compliance with the standards. The applicant has indicated that the new electric processor will be significant quieter than the current processor, however, it is unknown what the noise and/or decibel levels area associated with the operation and if they comply with the noise standards.

Staff recommends has included a condition in the attached IUP that all operations on site must comply with the MPCA's noise standards that set regulations for duration, decibel levels and time of day. It is the Applicant's responsibility to ensure that all equipment used and purchased to support the operation will comply with the established standards.

Miscellaneous

The draft text amendment requires any use that proposes to bring forestry products including wood/timber/etc., to a site from another location to obtain any necessary permits or permissions regarding quantity, specie, etc., from the applicable Federal, State, or local agency. The Applicant has indicated that their raw product is brought to the site from both Minnesota and Wisconsin. As such, staff recommends including a condition that both the MnDNR and WisDNR must be contacted, and any necessary permits obtained to ensure compliance with the applicable state rules.

Engineering Standards

There are no new buildings or landscaping being proposed as part of this application.

Other Agency Review

The property is within the Brown's Creek Watershed District, and the Applicant must obtain any necessary permits from the Watershed.

Action requested

Staff is recommending approval of the IUP for Mogren's Firewood. A draft Interim Use Permit is attached to this Staff Report for your review and consideration.

Attachments

Attachment A: Application

Attachment B: Site Plan

Attachment C: Interim Use Permit

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2022-17**

**RESOLUTION APPROVING AN INTERIM USE PERMIT FOR
10151 75TH STREET NORTH TO OPERATE A FIREWOOD PROCESSING BUSINESS
(MOGREN'S FIREWOOD)**

WHEREAS, Pete Mogren on behalf of Mogren's Firewood applied for an Interim Use Permit to operate a firewood processing business on the property located at 10151 75th Street North ("Subject Property") in the City of Grant, Minnesota; and

WHEREAS, the proposed business operation will be operated from an existing accessory building and will utilize supplemental equipment such as a processor and kiln that are moveable and not permanent improvement; and

WHEREAS, a duly noticed Public Hearing to consider the proposed request took place on September 6, 2022; and

WHEREAS, the City Council has considered the public testimony and the Applicant's request at a regular City Council meeting which took place on September 6, 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 Pete Mogren for an Interim Use Permit, based upon the following findings pursuant to Section 32-147 of the City's Zoning Ordinance which provides that an Interim Use Permit may be granted "if the applicant has proven to a reasonable degree of certainty" that specific standards are met. The City Council's Findings relating to the standards are as follows:

- The proposed firewood processing operation is classified as a Forestry Products and Processing (non-retail) business on the Table of Uses.
- The proposed operation is required to obtain an Interim Use Permit, and a duly noticed public hearing was conducted regarding the request and no significant adverse impacts were identified.

- Provided the conditions established within the IUP are met there is little to no impact on adjacent neighborhoods or the surrounding area.
- That the limited hours of operation and limited number of trips generated into and out of the site will not adversely impact the roadways or other infrastructure beyond those typically generated from agricultural and rural residential uses.

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

1. The Applicant shall meet and comply with all of the conditions stated within the Interim Use Permit dated September 6, 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, 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.
6. The Owner shall be responsible for recording the Permit with the Washington County Recorder's office within 30-days of the execution of this permit.

Adopted by the Grant City Council this 6th day of September 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

**MOGREN'S FIREWOOD
INTERIM USE PERMIT
CITY OF GRANT**

APPLICANT: Pete Mogren

OWNER: Mike Regan

LEGAL DESCRIPTION: Attachment A

PID: 2603021330001

ZONING: A2

ADDRESS: 10151 75th Street N
Grant, MN

DATE: September 6, 2022

EXPIRATION DATE: September 6, 2027

This is an Interim Use Permit (Permit) to allow Mogren's Firewood to operate a small-scale firewood processing operation on the subject property. This Permit is granted to the operator and owner and is not transferrable. Any changes to the ownership or operations shall require a new Permit to be obtained. This Permit shall be valid for five (5) years, at which time the use shall be removed from the site or a new Permit obtained.

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

1. This Permit shall be valid for 5-years commencing from the date of Permit approval.
2. The Permit shall be recorded against the subject property.
3. The activities associated with the firewood processing operation shall be limited to the areas identified on the Site Plan (which may not exceed 15,000 SF) and is attached to the Permit.
4. The existing vegetation on-site shall remain, or replanted, to ensure an adequate screening is provided between the operation and adjacent rural residential uses and the CSAH 12 right-of-way.
5. No additional accessory buildings or structures are permitted as part of this Permit. Any request for additional improvements may require an amendment to the Permit.
6. The hours of operation shall be limited to the following:
 - a. No operations shall be permitted on the weekends (Saturday or Sunday).

- b. Running the wood processor: 8:30 am – 3:00 pm, no more than two (2) times per week, limited to Monday through Friday.
 - c. Loading truck for delivery: 8:30 am – 3 pm, no more than three days a week and is limited to Monday through Friday. (loading and unloading will occur during the designated time period).
 - d. The kiln may run at any time, and the hours of operation are not limited provided all other activities occur during the designated hours.
7. All activities on site must comply with the MPCA’s noise standards and regulations.
 8. No exterior lighting of the operations is approved as part of this CUP. Any proposed light may require an amendment to the permit.
 9. No signage is approved as part of this CUP. Any proposed signage may require an amendment to this permit.
 10. No retail operations on site are permitted, and no client pick-up is permitted. All firewood must be delivered from the site. If any changes are proposed to the delivery operations an amendment to this permit may be required.
 11. No site grading is approved as part of this CUP. Any request to significantly change or alter the site shall require review, approval, and if applicable, a grading permit from the City Engineer.
 12. The Applicant shall comply with any restrictions and permit requirements of the Browns Creek Watershed District. If applicable, the Applicant shall submit the approved permit to the City.
 13. The Applicant shall comply with any restrictions and permit requirements of the MNDNR, WisDNR or any other applicable Federal, State or local agency that regulates the purchase and transfer of forestry products. If applicable, the Applicant must submit a copy of any required permit to the City.
 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:
Pete Mogren

Date: _____

By: _____
Its: _____

OWNER:
Mike Regan

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

To obtain.

7/1/2022

Pete Mogren
861 Eagle Ridge LN.
Stillwater, MN, 55082

I Applicant, Pete Mogren,
wish to formally withdraw the
CUP Application that was ~~submitted~~
on 2-27-22. I have submitted a
Submitted
application for a Interim use permit
and text Amendment.

Pete Mogren



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

INTERIM USE PERMIT

Application Date:	
Fee: \$400	Escrow: \$3,000

Certain uses, while generally not suitable in a particular Zoning District, may, under certain circumstances be acceptable. When such circumstances exist, a Interim 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):	LOT SIZE:	
PROJECT ADDRESS: 10151 75th Ave No. Stillwater, MN, 55082	OWNER: Name: Mike Regan Address: 6667 Keats Ave SO City, State, Zip: Grant, MN 55082 Phone: 651-770-2301 Email: Mike@IHGolf.com	APPLICANT (If different from Owner): Name: Pete Mogren Address: 861 Eagle Ridge LN City, State, Zip: Stillwater, MN 55082 Phone: 651-270-8728 Email: Petemogren@gmail.com
BRIEF DESCRIPTION OF REQUEST: Five wood processing	APPLICABLE ZONING CODE SECTION(S): Please review the referenced code sections for a detailed description of required submittal documents, and subsequent process. - Division 8. Interim Use Permits, others Sec 32.245 table of USES USE	

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: Pete Mogren
(Please print)

Address: 861 Eagle Ridge Lane

City, State, Zip: Stillwater, MN 55082

Phone: _____

Cell Phone: 651-270-8728

Email: petemogren@gmail.com

Signature: *Pete Mogren*

Date: 7-1-2022

Fee Title Property Owner
 (If different from Applicant)

Name: Mogrow, Inc.
(Please print)

Address: 6667 Keats Ave. No.

City, State, Zip: Grant, MN. 55082

Phone: 770-2301

Cell Phone: 612-749-4901

Email: Mike@IHGolf.com

Signature: *Mike @ Regan*

Date: 6/30/2022

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 Interim 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.

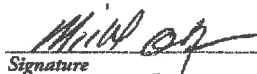
I/WE UNDERSTAND THE FEE STATEMENT AND RESPONSIBILITIES ASSOCIATED WITH THIS LAND USE APPLICATION:

Applicant

Fee Title Property Owner

(If different from Applicant)


Signature


Signature

Pete Mogren
Printed Name

Michael O. Regan
Printed Name

7-1-2022
Date

6/30/2022
Date

** For Applicant's use and records

Interim 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 Interim 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 interim use fits the City's Comprehensive Plan

Interim 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 Interim 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 Interim Use Permit.



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

pd \$1,100
check# 5245

7/1/22

COMPREHENSIVE PLAN OR ZONING AMENDMENT (MAP OR TEXT)

Application Date:	
Fee: \$100	Escrow: \$1,000

Any Comprehensive Plan Amendment, or Zoning Amendment shall be considered for consistency among both the adopted Comprehensive Plan and the official Zoning Ordinance.

PARCEL IDENTIFICATION NO (PIN): <i>26,030, 21, 33,0001</i>	LOT SIZE: <i>101 Acres</i>
OWNER: Name: <i>Mike Regan</i> Address: <i>6667 Keats Ave No</i> City, State, Zip: <i>Grant MN, 55082</i> Phone: <i>651-770-2301</i> Email: <i>Mike@IHgolf.com</i>	APPLICANT (if different from Owner): Name: <i>Pete Mogren</i> Address: <i>861 Eagle Ridge LN.</i> City, State, Zip: <i>Stillwater, MN, 55082</i> Phone: <i>651-270-8728</i> Email: <i>Pkmogren@gmail.com</i>
REQUESTED ACTION: <input type="checkbox"/> Map Amendment	<input checked="" type="checkbox"/> Text Amendment <input type="checkbox"/> Map & Text Amendment
IF MAP AMENDMENT, REQUEST TO REGUIDE LAND USE AND/OR ZONING FROM: _____ TO: _____	
<i>*Please note that you will need to amend both the zoning and use if a map change is requested</i>	
APPLICABLE ZONING CODE SECTION(S): <i>Please review the following documents to assist with your request.</i>	<i>Sec. 32.245 table of uses</i>
1. City Code Chapter 32, Zoning	
2. City of Grant Comprehensive Plan	

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: *Pete Mogren*
(Please print)

Address: *861 Eagle Ridge Lane*

City, State, Zip: *Stillwater, MN 55082*

Phone: _____

Cell Phone: *651-270-8728*

Email: *petemogren@gmail.com*

Signature: *Pete Mogren*

Date: *7-1-2022*

Fee Title Property Owner
(if different from Applicant)

Name: *Mogren, Inc.*
(Please print)

Address: *6667 Keats Ave. No.*

City, State, Zip: *Grant, Mn, 55082*

Phone: *651-770-2301*

Cell Phone: *612-749-4901*

Email: *Mike@IH Golf, Com*

Signature: *Michael O. Regan*

Date: *6/30/2022*

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 deadline.

According to Minnesota State Statute 15.99 a Comprehensive Plan Amendment or Zoning Amendment has a Statutory review period of 60 days, with the City's ability (which includes city staff and consultants) to extend the review period 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. Applicants shall be aware that Comprehensive Plan Amendments also require review by the Metropolitan Council which may impact time for a decision.

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 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.

Review and Recommendation by the Planning Commission. The Planning Commission shall consider oral or written statements from the Applicant, the public, City staff and its Consultants and/or its own members. It may question the Applicant and may recommend approval, disapproval, or table by motion the application. The Commission may impose necessary conditions and safeguards in conjunction with their recommendation.

Review and Decision by the City Council. The City Council shall review the application after the Planning Commission has made its recommendation. The City Council is the only body with the authority to make a final determination and either approve or deny the application.

***Please note that if your request is granted, it does not represent any specific project approvals related to your property. Additional applications and processes may be required if your amendment is approved.*

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

Applicant

Fee Title Property Owner

(if different from Applicant)

Pete Mogren
Signature

Michael O. Regan
Signature

Pete Mogren
Printed Name

Michael O. Regan
Printed Name

7-1-2022
Date

6/30/2022
Date

** For Applicant's use and records

Comprehensive Plan or Zoning Amendment 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 your full submission; Two (2) 11x17 half scale scalable hard copy plan sets (if applicable).

Current Text or Map in Comprehensive Plan and/or Zoning Ordinance: The following must be included in your submittal.
• Chapter and Section Number (if applicable) *Sec 32.245*
• Existing Text of the Section (if applicable) *Add wood processing*

Proposed Text and/or Map Changes: Submit your proposed changes to the text or Map, or both. Please make sure to consider how your changes may affect different chapters in the Comprehensive Plan or ordinance, and consider this when you submit your application. Make sure to address all areas that might be affected by your changes. For example, a land use change might impact the traffic and transportation section, so make sure to address both chapters.

Written Narrative: Your description should include how you intend to use and/or benefit by the Comprehensive Plan or Zoning Ordinance Amendment and should include the following:
• Address how the proposed Comprehensive Plan Amendment or Zoning Amendment will affect adjacent properties.
• Does your proposed map change or language affect any other section in the Comprehensive Plan?
• Does your proposed map change or language affect density? Increase or decrease?
Allow wood processing in A-2 District

Any **graphic representation** of how the amendment(s) will benefit your property (if applicable), this may include a Site Plan.

Paid Application Fee: \$100

Paid Escrow*: \$1,000 *Any remaining funds, after expenses, are returned to the applicant. Expenses incurred over \$1,000 will be billed to the Applicant.

Narrative:

In conjunction to the City of Grant's Table of Uses, I am proposing that my operation would fall under Landscape Supply and Agricultural providing firewood for recreational and restaurant use. In addition, the firewood saw dust and scraps can be provided as horse bedding for locals.

During working hours, there will be loading of the product into the kiln dryer and delivery truck by owner, Corey Mogren. In addition, delivery of firewood to customer will be the main source of distributing with the occasional pick-up allowed by appointment only (happening about 1% of the time). Operation will be year-round with Spring/Summer being a slightly slower time, and my hours of operation include the following:

- Running the wood processor from roughly 8:30 am – 3 pm, 1-2 days a week
- Kiln drying process will run consecutively for 36 hours (I am not present on site)
- Loading into my truck for delivery roughly 8:30 am – 3 pm, 1-3 days a week – this time includes delivering meaning I will only be onsite 3-4 time during these hours

Overall, I will be operating out of the space roughly 2-5 days a week for 6-7 hours at a time, these times are subject to change during slower months. In addition, I have purchased an electric processor to replace my current one that will be arriving in June.

This will be significantly quieter during the time I am cutting and processing wood.

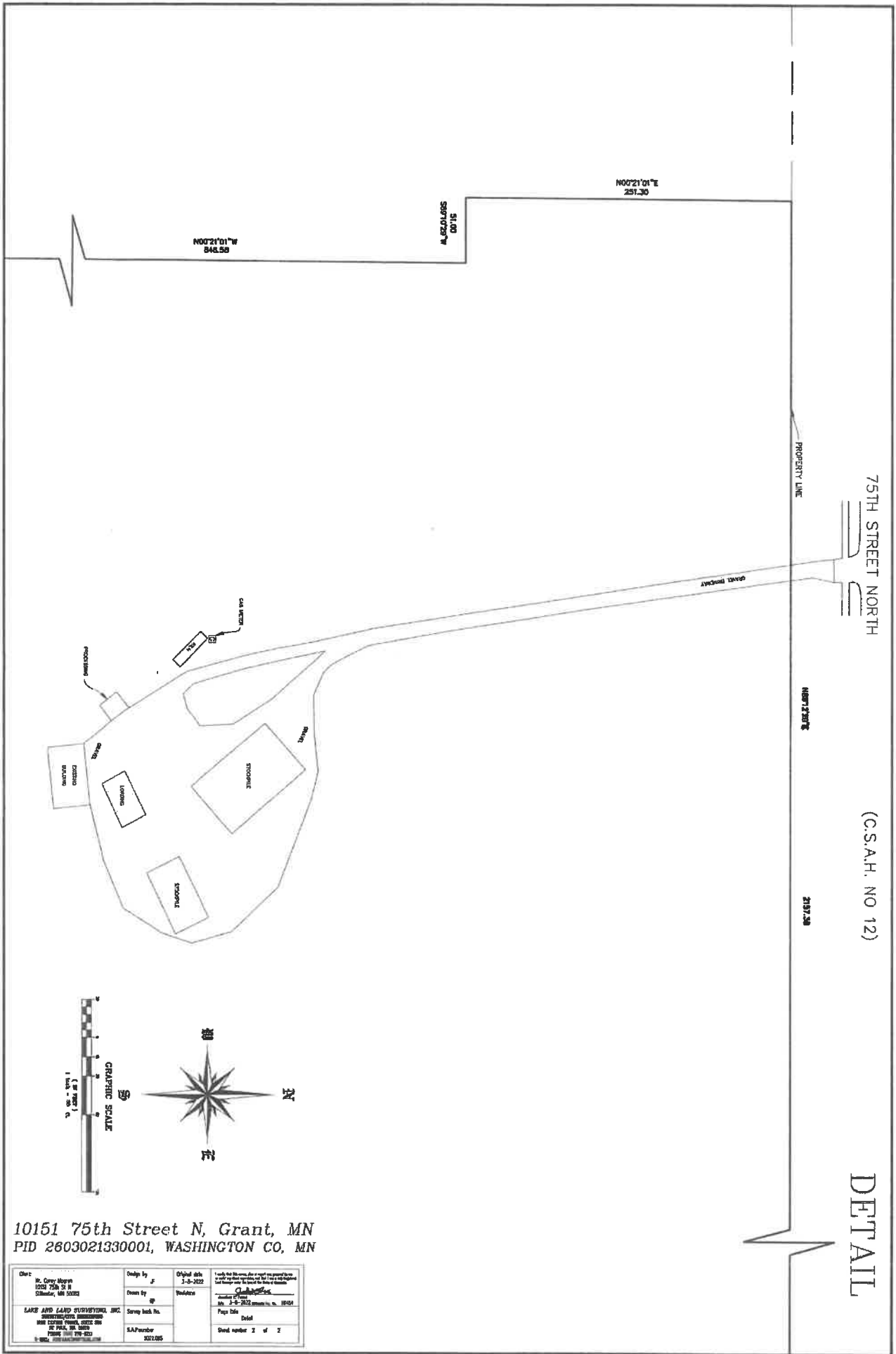
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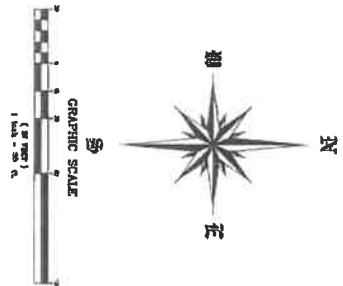
75TH STREET NORTH

(C.S.A.H. NO 12)

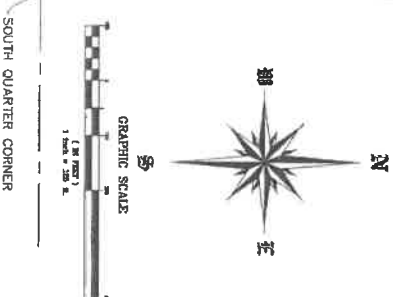
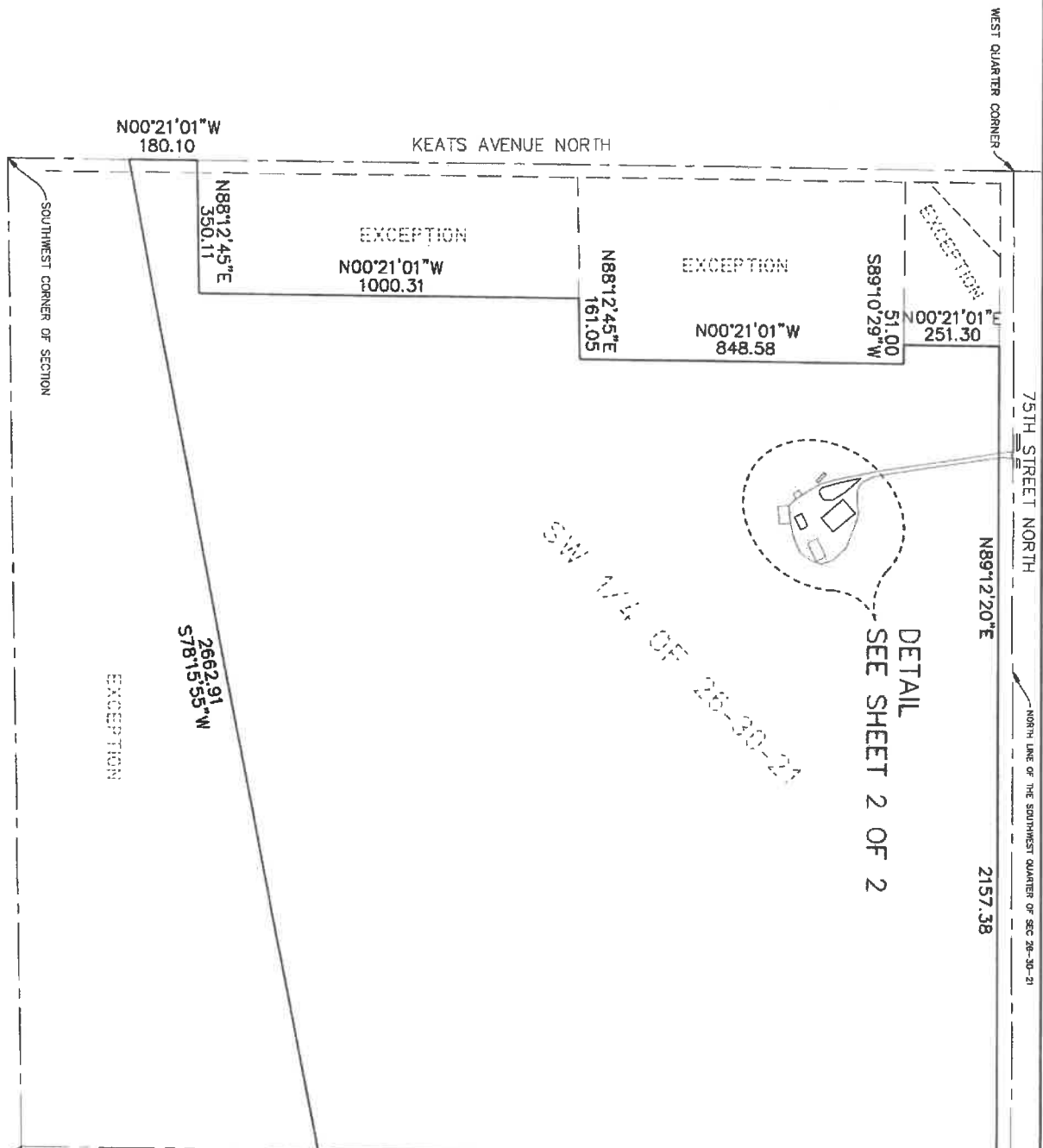
DETAIL

10151 75th Street N, Grant, MN
 PID 2603021330001, WASHINGTON CO, MN

Client Mr. Corey Morgan 1050 75th St N Stambaugh, MN 55002	Design by J.P.	Original date 3-3-2023	<small>I warrant that this survey was prepared by me or under my direct supervision and that I am a duly Licensed Professional Surveyor in the State of Minnesota.</small> <small>MINN. STAT. § 327.02, MINN. STAT. § 327.03</small>
LAKE AND LAND SURVEYING, INC. <small>1000 CENTRAL AVENUE, SUITE 200 55001 FARGO, MN 58103 PHONE: (701) 799-9223 FAX: (701) 799-9223</small>	Drawn by J.P.	<small>Surveyed by J.P. MINN. STAT. § 327.02, MINN. STAT. § 327.03</small>	
LAKE AND LAND SURVEYING, INC. <small>1000 CENTRAL AVENUE, SUITE 200 55001 FARGO, MN 58103 PHONE: (701) 799-9223 FAX: (701) 799-9223</small>	Survey book No. SAP number 2023085	<small>Page title Detail</small>	<small>Sheet number 1 of 2</small>



SITE ADDRESS: 10151 75TH ST N
 TOTAL AREA: 161.25 ACRES
 BASIS OF BEHAVIOR: WASHINGTON COUNTY COMPANIES



10151 75th Street N, Grant, MN
 PID 2603021330001, WASHINGTON CO, MN

Client Mr. Cory Rasmussen 10151 75th St N Shelburne, MN 55287	Drawn by JK	Original date 2-4-2022	1. I warrant that this is a true and correct copy of the original survey as shown to me by the client and as shown to the public.
Survey book No.	Survey book No.	Survey book No.	2. I warrant that this is a true and correct copy of the original survey as shown to me by the client and as shown to the public.
S&P number 002228	S&P number 002228	S&P number 002228	3. I warrant that this is a true and correct copy of the original survey as shown to me by the client and as shown to the public.
			4. I warrant that this is a true and correct copy of the original survey as shown to me by the client and as shown to the public.

NOTE:
 SEE CERTIFICATE OF SURVEY PREPARED BY
 FOLZ, FREEMAN, DUPAY & ASSOCIATES, INC.
 DATED AUGUST 4, 1997.

CERTIFICATE
 OF SURVEY

SW 1/4 OF 26-30-21

WEST QUARTER CORNER
 KEATS AVENUE NORTH
 75TH STREET NORTH
 NORTH LINE OF THE SOUTHWEST QUARTER OF SEC 26-30-21
 CENTER OF SECTION
 (C.S.A.H. NO 12)

RESOLUTION NO. 2022-13

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

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

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Grant on behalf of its Prosecuting Attorney, are hereby approved.
2. That the Supervising Prosecutor, Thomas Weidner, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That, Jeff Huber, the Mayor for the City of Grant and Kim Points, the City Administrator/Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this _____ day of _____, 2022.

CITY OF GRANT

By: Jeff Huber
Its Mayor

ATTEST: _____
By: Kim Points
Its City Administrator/Clerk

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Grant on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 217141, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.

ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.

iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.

iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f “**Rules of Public Access**” means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g “**Court**” shall mean the State of Minnesota, State Court Administrator's Office.

h “**Subscriber**” shall mean the Agency.

i “**Subscriber Records**” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. Activation. Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. Rejection. Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. Requests for Termination of One or More Authorized Court Data Services. The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber’s access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber’s duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks “MNCIS” and “Odyssey.”

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. **AVAILABILITY.** Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. **ADDITIONAL USER OBLIGATIONS.** The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. **FEES; INVOICES.** Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. **MODIFICATION OF FEES.** Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. **WARRANTY DISCLAIMERS.**

a. **WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. **ACCURACY AND COMPLETENESS OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. **RELATIONSHIP OF THE PARTIES.** Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. **NOTICE.** Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. **NON-WAIVER.** The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. **FORCE MAJEURE.** Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. **SEVERABILITY.** Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. **GOVERNING LAW.** This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. **VENUE AND JURISDICTION.** Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. **INTEGRATION.** This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: Jeff Huber
(PRINTED)

Signed: _____

Title: City Mayor
(with delegated authority)

Date: _____

Name: Kim Points
(PRINTED)

Signed: _____

Title: City Administrator/City Clerk
(with delegated authority)

Date: _____

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

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Grant on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

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

Agreement

1 Term of Agreement

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

2 Agreement Between the Parties

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

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

 - A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
 - B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
 - C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

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

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

particular transaction.

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

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

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

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

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

3 Payment

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

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

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

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name: Dana Gotz, Deputy Superintendent
Address: Minnesota Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Avenue

Saint Paul, MN 55106
Telephone: 651.793.1007
Email Address: Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Thomas Weidner, Attorney
Address: 1809 Northwestern Ave
Stillwater, MN 55082
Telephone: 651.351.2119
Email Address: tweidner@eckbergammers.com

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

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

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

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

8 Government Data Practices

- 8.1 BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

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

- 9.1 Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2** If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

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

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

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

10 Venue

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

11 Termination

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

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

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

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

1. GOVERNMENTAL UNIT

Name: Jeff Huber
(PRINTED)

Signed: _____

Title: City Mayor
(with delegated authority)

Date: _____

Name: Kim Points
(PRINTED)

Signed: _____

Title: City Administrator/City Clerk
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement

By: _____

Date: _____

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2022-14**

**RESOLUTION ADOPTING PRELIMINARY CITY GENERAL FUND BUDGET FOR
2023**

WHEREAS, the City of Grant established a preliminary certification of the City of Grant's general levy at its September 6, 2022 meeting; and

WHEREAS, the City of Grant is not required to and will not hold public hearings for the 2023 preliminary budget; and

WHEREAS, the City Council for the City of Grant wishes to establish its preliminary 2023 budget which must be certified to the Washington County Auditor/Treasurer by September 30, 2023;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA, as follows:

BE IT RESOLVED, that the City Council of the City of Grant, Washington County, Minnesota hereby adopts a preliminary City general fund budget for 2023 in the amount of \$1,827,507.

The motion for adopting the foregoing resolution was acted upon by motion and seconded, and upon a vote being taken thereon, the following voted via voice:

Mayor Jeff Huber -
Council Member Carr -
Council Member Schafer -
Council Member Giefer -
Council Member Rog -

Whereupon, said resolution was declared duly passed and adopted and signed by the Mayor and attested by the City Clerk, passed by the City Council, City of Grant, Washington County, Minnesota, on this 6th day of September, 2022.

Jeff Huber, Mayor

Kim Points, Administrator/Clerk

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2022-15**

**RESOLUTION ESTABLISHING THE PRELIMINARY LEVY CERTIFICATION FOR
THE CITY'S GENERAL FUND AT \$1,402,151**

WHEREAS, the State of Minnesota requires the City to adopt a proposed, preliminary levy certification for its General Fund; and

WHEREAS, the City Council is required to adopt its 2023 Preliminary Levy Certification on or before September 30, 2022; and

WHEREAS, the City Council of the City of Grant wishes to comply with State law in this area;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA, as follows:

Establish the 2023 General Fund Preliminary Levy's certification at \$1,402,151.

The motion for adopting the foregoing resolution was acted upon by motion and seconded, and upon a vote being taken thereon, the following voted via voice:

Mayor Jeff Huber -
Council Member Carr -
Council Member Schafer -
Council Member Giefer -
Council Member Rog –

Whereupon, said resolution was declared duly passed and adopted and signed by the Mayor and attested by the City Clerk, passed by the City Council, City of Grant, Washington County, Minnesota, on this 6th day of September, 2022.

Jeff Huber, Mayor

Attest:

Kim Points, Administrator/Clerk

City Council Report for August

To: Honorable Mayor & City Council Members

From: Jack Kramer Building & Code Enforcement Official

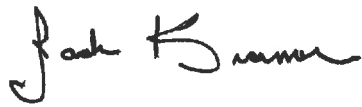
City Code Enforcement Activity:

1. No new violations to report.

Building Permit Activity:

1. Thirty-Nine (39) Building Permits have been issued with a total valuation of \$ 914,815.00.

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 a long, sweeping underline.

Jack Kramer

Building & Code Enforcement Official

2022-212	Storage Building	Fitzmorris	10077-101st. St. N	7/8/2022	\$ 50,000.00	\$ 643.75	\$ 482.81	\$ 418.43	\$ 25.00
2022-213	In-Floor Heating	Fitzmorris	10077-101st. St. N.	7/8/2022	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 1.00
2022-214	Plumbing /Storage Bldg	Fitzmorris	100770101st. St. N.	7/8/2022	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 1.00
2022-215	Fireplace	Magnuson	8275 Jamace Ave. N.	7/11/2022	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 1.00
2022-216	Re-Roof	Rogalla	7020 Jocelyn Rd. N.	7/11/2022	\$ 31,900.00	\$ 462.45	\$ 346.83	\$ -	\$ 15.95
2022-217	Re-Roof	Harlow	8502 Jewel Ave. N.	7/12/2022	\$ 16,088.85	\$ 279.25	\$ 209.43	\$ -	\$ 8.04
2022-218	Re-Roof	Merritt	11725 Irish Ave. N.	7/12/2022	\$ 28,021.11	\$ 432.15	\$ 324.11	\$ -	\$ 14.01
2022-219	Re-Roof	Bryant	10170 Jody Ave. N	7/12/2022	\$ 8,200.00	\$ 167.25	\$ 117.07	\$ -	\$ 4.10
2022-220	Pole Bldg.	Stephens	9888 Indigo Trail	7/12/2022	\$ 152,215.00	\$ 1,290.55	\$ 967.91	\$ 838.85	\$ 76.10
2022-221	Re-Roof	Reimann	8480 Jamaca Ave. N.	7/13/2022	\$ 30,000.00	\$ 442.25	\$ 331.68	\$ -	\$ 15.00
2022-222	Re-Roof	Anderson	9085 Jeffrey Ave. N.	7/14/2022	\$ 33,000.00	\$ 472.25	\$ 354.18	\$ -	\$ 16.50
2022-223	Re-Roof	Wick	8920 Itasca Ave. N.	7/14/2022	\$ 21,125.00	\$ 349.25	\$ 261.93	\$ -	\$ 10.56
2022-224	Re-Roof	Dado	8919 Itasca Ave. N.	7/14/2022	\$ 30,225.00	\$ 452.25	\$ 356.81	\$ -	\$ 15.11
2022-225	Plumbing New Home	Winter	7350 Inwood Way N.	7/14/2022	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 1.00
2022-226	Re-Roof	Anderson	8320 Dellwood Rd. Ct	7/14/2022	\$ 47,360.00	\$ 613.77	\$ 306.88	\$ -	\$ 23.68
2022-227	Re-Roof	Gutknecht	6928 Jocelyn Rd. N	7/14/2022	\$ 46,100.00	\$ 624.80	\$ 468.60	\$ -	\$ 23.05
2022-228	Re-Roof	Cerney	11930-97th. St. N.	7/16/2022	\$ 16,000.00	\$ 265.25	\$ 198.93	\$ -	\$ 8.00
2022-229	Re-Roof	Clark	7599 Lake Elmo Ave.	7/16/2022	\$ 12,000.00	\$ 209.25	\$ 156.93	\$ -	\$ 6.00
2022-230	Solar System	Grzesik	6495 Ideal Ave. N	7/17/2022	\$ 7,000.00	\$ 139.25	\$ 104.43	\$ -	\$ 3.50
2022-231	Re-Roof	Her	8495-80th. St. N.	7/18/2022	\$ 24,826.00	\$ 391.75	\$ 293.81	\$ -	\$ 12.41
2022-232	Re-Roof	Mathieson	469 Maple St. N.	7/18/2022	\$ 16,360.00	\$ 279.25	\$ 256.50	\$ -	\$ 8.18
2022-233	Re-Roof	Weiss	10540-62nd St. N.	7/18/2022	\$ 15,100.00	\$ 265.25	\$ 198.93	\$ -	\$ 7.55
2022-234	Re-Roof	Regan	10541-69th. St. N.	7/18/2022	\$ 13,400.00	\$ 237.25	\$ 177.93	\$ -	\$ 6.70
2022-235	Re-Roof	Regan	10510-62nd St. N.	7/18/2022	\$ 15,100.00	\$ 265.25	\$ 198.93	\$ -	\$ 7.55
2022-236	Re-Roof	Regan	10620-69th. St.	7/18/2022	\$ 14,500.00	\$ 251.25	\$ 188.43	\$ -	\$ 7.25
2022-237	Re-Roof	Olsen	9831 Justen Trail N.	7/18/2022	\$ 17,000.00	\$ 279.25	\$ 209.43	\$ -	\$ 8.50
2022-238	Re-Roof	Schrandt	8860 Kimbro Ave. N.	7/19/2022	\$ 19,900.00	\$ 321.25	\$ 240.93	\$ -	\$ 9.95
2022-239	Void	Void	Void	Void	Void	Void	Void	Void	-
2022-240	Re-Roof	Bukowski	6255 Keswick Ave.	7/20/2022	\$ 32,000.00	\$ 462.45	\$ 346.83	\$ -	\$ 16.00
2022-241	Re-Roof	Bolea	7390 Dellwood Rd. N.	7/20/2022	\$ 37,500.00	\$ 512.95	\$ 384.71	\$ -	\$ 18.75
2022-242	Re-Roof	Linnihan	8154 Inlberg Ct. N.	7/21/2022	\$ 60,000.00	\$ 713.75	\$ 535.31	\$ -	\$ 30.00
2022-243	Re-Roof	Larson	9270 Keswick Ave. N.	7/21/2022	\$ 25,000.00	\$ 391.75	\$ 293.81	\$ -	\$ 12.50
2022-244	Re-Roof	Rimer	10707 Joliet Ave. N.	7/21/2022	\$ 12,000.00	\$ 209.25	\$ 156.93	\$ -	\$ 6.00
2022-245	Re-Roof	Blasena	444 Maple St. N.	7/21/2022	\$ 12,512.00	\$ 223.25	\$ 167.43	\$ -	\$ 6.25
2022-246	Plg. Accessory Bldg.	Humple	6616 Indian Wells Trl. I	7/22/2022	N/A	\$ 80.00	\$ 60.00	\$ -	\$ 1.00
2022-247	Re-Roof	Bargsten	7330 Jocelyn Rd. N.	7/22/2022	\$ 19,200.00	\$ 321.25	\$ 240.93	\$ -	\$ 9.60
2022-248	Re-Roof	Kisch	7080 Jocelyn Rd. N.	7/22/2022	\$ 10,000.00	\$ 181.25	\$ 135.93	\$ -	\$ 5.00
2022-249	Re-Roof	Coan	6166 Jarvis Ave. N	7/23/2022	\$ 25,172.34	\$ 414.43	\$ 310.82	\$ -	\$ 12.58
2022-250	Re-Roof	Mathas	6470 Jamaca Ave. N.	7/23/2022	\$ 16,009.79	\$ 265.25	\$ 198.93	\$ -	\$ 8.00
Monthly total					\$ 914,815.09	\$ 13,229.80	\$ 9,825.05	\$ 1,257.28	\$ 462.37