

**City of Grant
City Council Agenda
March 7, 2023**

The regular monthly meeting of the Grant City Council will be called to order at 6:30 p.m. on Tuesday, March 7, 2023, in a teleconference format and at Town Hall, 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. February 2023 Bill List, \$50,651.05

B. City of Mahtomedi, 1st Quarter Fire Contract, \$40,555.25

5. STAFF AGENDA ITEMS

A. City Engineer, Brad Reifsteck

i. Consideration of Resolution No. 2023-08, Ordering Preparation of Plans/Specifications and Calling Public Hearing on Road Improvements

B. City Planner, Jennifer Swanson

i. PUBLIC HEARING, Consideration of Resolution No. 2023-07, Approving the Vacation of Public Road and Alley Right-Of-Way, Withrow Plat

ii. Consideration of Wildlife Rehabilitation Center Development Agreement

C. City Attorney, Nick Vivian

6. NEW BUSINESS

A. Consideration of February 7, 2023 City Council Meeting Minutes

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 MARCH 8 THROUGH MARCH 31, 2023:

Mahtomedi Public Schools Board Meeting, Thursday, March 9th and March 23rd, Mahtomedi District Education Center, 7:00 p.m.

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

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

10. CLOSED SESSION – Pursuant to Minn. Stat. 13D.05 Subd. 3 (a) – Evaluation of the performance of an individual who is subject to its authority. – Road Supervisor

11. OPEN SESSION

A. Summary of Closed Session Discussion

B. Consideration of Road Supervisor Contract

12. ADJOURNMENT

Fund Name: All Funds

Date Range: 02/08/2023 To 02/28/2023

Date	Vendor	Check #	Description	Void	Account Name	FA-O-P	Total
02/27/2023	Payroll Period Ending 02/28/2023	16061	Feb23	N	Clerk Salary	100-41101-100-	\$ 4,361.16
	Total For Check	16061					\$ 4,361.16
02/27/2023	Payroll Period Ending 02/28/2023	16062	HRA	N	Accounting Services	100-41202-130-	\$ 1,000.55
	Total For Check	16062					\$ 1,000.55
02/27/2023	SHC, LLC	16063	Planning Services	N	City Planner	100-41209-300-	\$ 1,873.00
		16063			Escrow	100-49320-300-1001	\$ 572.25
		16063				100-49320-300-1013	\$ 731.50
	Total For Check	16063					\$ 3,176.75
02/27/2023	Press Publications	16064	Ordinance Summary	N	Publishing Costs	100-41308-351-	\$ 53.00
	Total For Check	16064					\$ 53.00
02/27/2023	WSB & Associates	16065	Engineering - Jan23	N	Engineering Fees - General	100-41203-300-	\$ 799.50
		16065			MS4	100-43118-300-	\$ 111.00
		16065			Special Road Projects	100-43128-300-	\$ 4,090.50
		16065			Utility/ROW Permits	100-43132-300-	\$ 539.50
		16065			Escrow	922-49320-300-	\$ 113.00
	Total For Check	16065					\$ 5,653.50
02/27/2023	Maroney's	16066	Boat	N	Road Garbage Removal	100-43105-384-	\$ 1,121.09
	Total For Check	16066					\$ 1,121.09
02/27/2023	Ken Ronnan	16067	Video Tech Services	N	Cable Costs	100-41212-100-	\$ 837.10
	Total For Check	16067					\$ 837.10
02/27/2023	Todd Smith	16068	Monthly Assessment Services - February	N	Property Assessor	100-41208-300-	\$ 2,173.00
	Total For Check	16068					\$ 2,173.00
02/27/2023	CenturyLink	16069	City Phone	N	City Office Telephone	100-41309-321-	\$ 174.42
	Total For Check	16069					\$ 174.42
02/27/2023	Eckberg Lammers	16070	Legal Services	N	Legal Fees - General	100-41204-304-	\$ 312.50
		16070			Legal Fees - Complaints	100-41205-304-	\$ 100.00
		16070			Legal Fees - Prosecutions	100-41206-304-	\$ 2,500.00
		16070			Escrow	100-49320-304-1001	\$ 212.50
	Total For Check	16070					\$ 3,125.00

Fund Name: All Funds

Date Range: 02/08/2023 To 02/28/2023

Date	Vendor	Check #	Description	Void	Account Name	FA-O-P	Total
02/27/2023	Waste Management	16071	Recycling -	N	Recycling	100-43011-384-	\$ 5,773.12
	Total For Check	16071					\$ 5,773.12
02/27/2023	Washington County Transportation	16072	Snow and Ice Control Inv #210738	N	Snow & Ice Removal	100-43113-210-	\$ 8,125.47
	Total For Check	16072					\$ 8,125.47
02/27/2023	City of Mahtomedi	16073	1st Quarter Fire Contract	N	Fire - Mahtomedi	100-42002-300-	\$ 40,555.25
	Total For Check	16073					\$ 40,555.25
02/27/2023	KEJ Enterprises	16074	Road Contractor	N	Animal Control	100-42006-300-	\$ 83.00
		16074			Town Hall Mowing	100-43006-300-	\$ 125.00
		16074			Ball Field Maintenance	100-43009-300-	\$ 125.00
		16074			Road Engineering Fees	100-43102-300-	\$ 166.14
		16074			Road Garbage Removal	100-43105-300-	\$ 167.00
		16074			Gravel Road Costs	100-43106-300-	\$ 20.84
		16074			Magnesium Chloride	100-43107-300-	\$ 41.67
		16074			Road Sign Replacement	100-43110-300-	\$ 83.84
		16074			Culvert Repair	100-43111-300-	\$ 20.84
		16074			Snow & Ice Removal	100-43113-300-	\$ 5,686.67
		16074			Road Brushing	100-43114-300-	\$ 2,250.00
		16074			Road Side Mowing	100-43115-300-	\$ 500.00
	Total For Check	16074					\$ 9,270.00
02/27/2023	PERA	16075	PERA	N	Clerk Salary	100-41101-100-	\$ 378.54
		16075			Clerk PERA	100-41102-120-	\$ 436.78
	Total For Check	16075					\$ 815.32
02/27/2023	IRS	EFT168	Payroll Taxes	N	Clerk FICA/Medicare	100-41103-100-	\$ 445.51
		EFT168			Clerk Medicare	100-41105-100-	\$ 84.44
		EFT168			Federal Withholding	100-41107-100-	\$ 420.75
		EFT168			Social Security Expens	100-41109-100-	\$ 361.07
	Total For Check	EFT168					\$ 1,311.77
02/27/2023	IRS	EFT169	Medical - HRA	N	Clerk Medicare	100-41105-100-	\$ 18.85
		EFT169			Federal Withholding	100-41107-100-	\$ 200.00
		EFT169			Social Security Expens	100-41109-100-	\$ 80.60
	Total For Check	EFT169					\$ 299.45
02/27/2023	T-Mobile	TMEFT17	Road Phone - auto	N	Road Expenses - Other	100-43116-210-	\$ 20.00
	Total For Check	TMEFT17					\$ 20.00

Fund Name: All Funds

Date Range: 02/08/2023 To 02/28/2023

<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>
02/27/2023	Xcel Energy	XcelEFT20	Utilities - Town Hall - Pole Barn - Auto	N	Other Services & Charges	100-41299-381-	\$ 146.13
		XcelEFT20			Town Hall Electricity	100-43004-381-	\$ 359.08
		XcelEFT20			Well House Electricity	100-43010-381-	\$ 12.64
		XcelEFT20			Street Lights	100-43117-381-	\$ 58.96
		Total For Check					\$ 576.81
02/28/2023	City of Willernie	16076	July-Dec Rent	N	Rental City Office	100-41316-210-	\$ 2,602.17
		Total For Check					\$ 2,602.17
02/28/2023	Comcast	16077	Town Hall WIFI - Auto	N	Town Hall Supplies	100-43001-210-	\$ 181.37
		Total For Check					\$ 181.37
		Total For Selected Checks					\$ 91,206.30

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: February 28, 2023

Re: Honeye Avenue, 115th Street, and Hillcrest Court Street Improvement Project – Receive Feasibility Report Set Public Hearing.
WSB Project No. 021760-000

Actions to be considered:

To authorize by resolution the receipt by City Council of a Feasibility Report, Preparation of Plans and Specifications, and scheduling Public Improvement Hearing for the Honeye Avenue, 115th Street, and Hillcrest Court Street Improvement Project.

Facts:

1. Roadway improvements were petition by adjacent parcel owners.:
 - Honeye Avenue N
 - 115th Street N
 - Hillcrest Court N
2. The Council authorized preparation of the Feasibility Report on November 1, 2022.
3. The total project cost is estimated at \$511,692, including construction, engineering, legal and administrative costs.
4. The project is anticipated to be funded using City Maintenance dollars and special assessments in accordance with City's special assessment policy. Special assessments account for approximately 75% of the total project costs. City funding would be responsible for the remaining 25% of total project costs.
5. The amount of City of Grant funding for this project is estimated at \$127,923. This city participation amount is higher compared to city street improvements in the past because parcel density within the project limits is much less and the assessment must not exceed the special benefit per Minnesota State Statute 429.
6. A preliminary assessment roll is included in the Feasibility Report that identifies assessment amounts for the benefitting properties.
7. Staff is recommending a public hearing be held at the April 4, 2023 Council meeting.

Action: Discussion. Adopt Resolution

Attachments: Report, Resolution

CITY OF GRANT

WASHINGTON COUNTY, MINNESOTA

RESOLUTION NO. 2023-08

**RESOLUTION ORDERING PREPARATION OF PLANS AND
SPECIFICATIONS AND
CALLING PUBLIC HEARING ON IMPROVEMENT
Honeye Avenue, 115th Street, and Hillcrest Court Street Improvement Project**

WHEREAS, pursuant to resolution of the Council adopted November 1st, 2022, a report has been prepared by WSB & Associates with reference to the improvements of the following Streets:

- Honeye Avenue North
- 115th Street North
- Hillcrest Court North

WHEREAS, this report was received by the Council on March 7, 2023; and,

WHEREAS, the report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; the estimated cost of the improvement is \$511,692 as recommended; and a description of the methodology used to calculate individual assessments for affected parcels included.

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

1. The City Council designates WSB & Associates, Inc. as the engineer for this improvement and orders the preparation of plans and specifications for the making of such improvement.
2. The council will consider the improvement of such roadway in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of \$511,692.
3. A public hearing shall be held on such proposed improvement on the 4th day of April 2023, in the council chambers of the town hall at 6:30 p.m. and the clerk shall give mailed and published notice of such hearing and improvement as required by law.

Adopted this 7th day of March 2023 by the City Council of Grant, Minnesota.

Jeff Huber, Mayor

ATTEST:

Kim Points, City Clerk



FEASIBILITY REPORT

HONEYE AVENUE, 115TH STREET, AND HILLCREST COURT STREET IMPROVEMENT PROJECT

CITY OF GRANT | WASHINGTON COUNTY, MINNESOTA

MARCH 7, 2023

Prepared for:
City of Grant
111 Wildwood Road
PO Box 577
Willernie, MN 55090

WSB PROJECT NO. 021760-000



FEASIBILITY REPORT

HONEYE AVENUE, 115TH STREET, AND HILLCREST COURT STREET IMPROVEMENT PROJECT

FOR THE
CITY OF GRANT, MINNESOTA

March 7, 2023

Prepared By:





March 7, 2023

Honorable Mayor and City Council
City of Grant
111 Wildwood Road
PO Box 577
Willernie, MN 55090

Re: Feasibility Report
Honeye Avenue, 115th Street, and Hillcrest Court
Street Improvement Project
City of Grant, MN
WSB Project No. 021760-000

Dear Honorable Mayor and City Council Members:

Transmitted herewith for your review is a feasibility report which addresses improvements associated with a potential street improvement project for 2023. Streets included in the proposed improvements are the following:

- Honeye Avenue North
- 115th Street North
- Hillcrest Court Drive North

We are available at your convenience to discuss this report. Please do not hesitate to contact me at 612.214.7053 if you have any questions regarding this report.

Sincerely,

WSB

Brad A. Reifsteck, PE
City Engineer

Attachment

CERTIFICATION

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Minnesota.



Brad A. Reifstahl, PE

Date: March 7, 2023

Lic. No. 47930

Quality Control Review Completed By:



Kelsey Gelhar, PE

Date: March 7, 2023

Lic. No. 60639

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TITLE SHEET

LETTER OF TRANSMITTAL

CERTIFICATION SHEET

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Appendix A – Maps

Figure 1 – Location Map

Appendix B – Opinion of Probable Cost

Opinion of Probable Cost

Appendix C – Assessments

Assessment Map

Preliminary Assessment Roll

Appendix D – Forensics

Pavement Coring Forensic Report

Appendix E – Petition

Signed Petition

1. EXECUTIVE SUMMARY

This report investigates the feasibility of proposed street improvements along the following streets in Grant, Minnesota:

- Honeye Avenue North
- 115th Street North
- Hillcrest Court North

Recommended improvements to these streets include bituminous reclaim, subgrade correction, and a 3-inch bituminous overlay over the newly shaped reclaimed aggregate base. The total length of streets included in the proposed project area is approximately 1.3 miles.

The estimated recommended improvement cost for rehabilitating all the roadways is **\$511,692** and includes a 5% contingency and 12% indirect costs for legal, engineering, and administrative efforts.

Funding for the project will come from special assessments and City funds. Special assessments are calculated at approximately 75% of the total project costs and the City's share would be 25% of the total project costs. City financing may need to be considered and will be determined by the City Council.

Open house meetings were scheduled for December 8, 2022 and February 23, 2023. All parcel owners adjacent to the proposed improvements were invited to each meeting. The in-person meeting scheduled in February was changed to a virtual meeting because of inclement weather and may have been the cause for very few attendees. Participants who attended the meetings were in favor of roadway improvements.

The project, if ordered, is scheduled to begin construction in the summer of 2023.

This project is feasible and cost-effective from an engineering standpoint and may be constructed as proposed herein.

2. INTRODUCTION

2.1 Authorization

On November 1, 2022, the Grant City Council authorized the preparation of an engineering feasibility report for the Honeye Avenue North, 115th Street North, and Hillcrest Court North project.

2.2 Scope

This report investigates the feasibility of proposed street improvements and appurtenant work for the City of Grant for the streets listed below:

- Honeye Avenue North
- 115th Street North
- Hillcrest Court North

The condition rating of all streets listed above is poor as identified within the City's Pavement Condition Report and are scheduled for maintenance as part of the City's Five-Year Capital Improvement Plan.

Pavement cores and on-site investigations were completed to determine the existing pavement condition and an appropriate pavement rehabilitation method. The conditions of the cores, the lack of roadway crown, and apparent subgrade issues at various locations throughout the project limits make this project a candidate for pavement reclaiming with a new bituminous pavement section.

A location map for the project areas can be found in **Appendix A** of this report.

3. EXISTING CONDITONS

3.1 Streets

The roadways within the proposed project area consist of rural street sections with shallow swales or ditches to direct storm water to nearby wetlands or drainage ponds. Existing street widths vary between 20 to 23 feet with mostly grassy shoulders. City records indicate the streets were originally constructed in the mid to late 1980's. The existing streets show signs of severe distress as evident in the photo below and need rehabilitation.



Photo taken near 7477 115th Street North

3.1.1 Forensic Investigation

A pavement forensic investigation was completed within the project area and can be seen in **Appendix D**. Pavement thicknesses varied and were found to be between 3 inches and 5 inches. Average aggregate depth was between 7 inches and 8 inches and was found to be sandy gravel material. A summary of the cores is shown below in **Table 3.1**.

Table 3.1: Coring Summary

Street Name	# Of Cores Taken	Pavement Thickness Range (in.)	Average Pavement Thickness (in.)	Average Aggregate Thickness (in.)
Honeye Avenue North	3	3-4	3.5	7
115 th Street North	3	3.5-4	3.75	7
Hillcrest Court North	2	4.5-5	4.5	8

3.2 Drainage

The existing drainage is primarily conveyed through rural ditch sections with culverts passing under driveways. Residents have identified an existing drainage concern along 115th Street as shown in the photo below.



Photo taken near 7145 115th Street North

4. PROPOSED IMPROVEMENTS

4.1 Surface

The roadway improvements along the streets in this project are recommended to meet a minimum 9-ton design and are expected to have a 35-year lifespan with the aid of timely routine maintenance.

The method of street improvement considered is full depth street reclamation and bituminous surface overlay as described in detail below. With each street, the proposed roadway widths will match closely to the existing street widths, with minor or no impacts to adjacent driveways and yards.

A full depth street reclamation involves pulverizing the bituminous layer and a predetermined depth of underlying aggregate base materials, followed by blending the materials together providing a strong homogenous base for the new pavement section. Assuming an average existing pavement thickness of 3.5 inches and an average aggregate base thickness of 7 inches, reclaiming would provide a minimum of approximately 10 inches of reclaimed base material. A new 3-inch bituminous wear course would be placed over the reclaimed aggregate base for a new pavement section of 13 inches exceeding the minimum pavement thickness for a 9-ton design.

Any bituminous driveways would be milled full width and approximately 2 feet in from the street edge to match into the new street pavement thickness. Existing street pavements would be milled near concrete or paver driveways so none of these driveway types would need to be replaced. Driveway culverts would be reviewed and replaced on a case-by-case basis.

Impacted boulevards directly adjacent to the roadway will be re-graded and restored with a new gravel shoulder.

4.1.1 Roadway Alignment

The proposed improvements will maintain the existing horizontal alignments but will correct the roadway profile and cross section to improve drainage within the project area.

4.1.2 Right-of-Way

The improvements along all streets will occur within dedicated right-of-way.

4.2 Drainage

Project drainage patterns will remain unchanged but the added lift of bituminous will allow for a better crown or cross slope of the pavement and force storm water off the pavement edge and shoulders into the adjacent grassy swales and ditches.

Street or driveway culverts would be replaced with new corrugated metal culverts only as necessary.

4.3 Permits/Approvals

The following permits will be necessary as part of this project.

- MN Pollution Control Agency (MPCA) Erosion/Stormwater

5. FINANCING

5.1 Opinion of Probable Cost

The opinion of probable cost is based upon estimated 2023 construction costs and includes a 5% contingency factor. Indirect costs are projected at 12% of the construction cost and include engineering, legal, financing, and administrative costs. The table below provides a summary of project costs.

Table 5.1: Summary of Costs	Total
Schedule A. Surface Improvements	\$ 437,758
Schedule B. Drainage Improvements	\$ 19,110
Subtotal Construction Costs (Includes 5% Contingency)	\$ 456,868
Subtotal Indirect Cost (Engineering, Legal, Administration)	\$ 54,824
Grand Total Project Costs	\$ 511,692

A detailed opinion of probable cost can be seen in **Appendix B** of this report.

5.2 Funding

Special assessments are determined as set forth by the City's Assessment Policy. Per the City's Assessment Policy, benefitting property owners will be assessed per buildable lot with road frontage and an address or potential address on the road to be improved as one unit. Benefitting property owners with access from an unimproved street but address on the road to be improved will be assessed as one-quarter buildable unit. The cost benefit to all parcels is aligned with current market conditions in the City of Grant.

Funding for the street improvements project is proposed to come from special assessments and contributions from the City of Grant as summarized in table 5.2 below.

Table 5.2: Summary of Funding	Total
Special Assessments	\$ 383,769
City of Grant Funding	\$ 127,923
Grand Total Project Funding	\$ 511,692

Special assessments account for approximately 75% of the total project costs. City funding would be responsible for the remaining 25% of total project costs. The amount of City of Grant funding for this project is estimated at \$127,923.

This city participation amount is higher compared to city street improvements in the past because parcel density within the project limits is much less and the assessment must not exceed the special benefit per Minnesota State Statute 429.

5.3 Preliminary Assessment Roll

The City of Grant received a signed petition from sixty-two percent of parcel owners (16/26) within the project limits asking the Council to consider a roadway improvement project in their neighborhood. The signed petition can be seen in **Appendix E**.

This report includes a mock assessment roll showing the cost for the abutting property owners. For estimating each parcel assessment, it was determined there are 28 total parcels with a combined total of 26.5 buildable units within the project area. The total funds proposed to be recovered through special assessments for the project area are estimated to be \$383,769 with a cost per buildable unit estimated at \$14,903. The preliminary assessment roll can be found in **Appendix C**.

6. PROJECT SCHEDULE

The potential proposed schedule for the project is as follows:

Order Feasibility Report.....	November 1, 2022
Present Feasibility Report/Set Public Hearing	March 7, 2023
Public Hearing/Order Project.....	April 4, 2023
Approve Plans/Order Advertisement for Bids.....	May 2, 2023
Open Bids	June 20, 2023
Declare Cost to be Assessed/Set Public Hearing	June 27, 2023
Public Hearing and Adopt Assessment	August 1, 2023
Accept Bids and Award Contract.....	August 1, 2023
Begin Construction	August 2023
Final Completion of Construction	September 2023

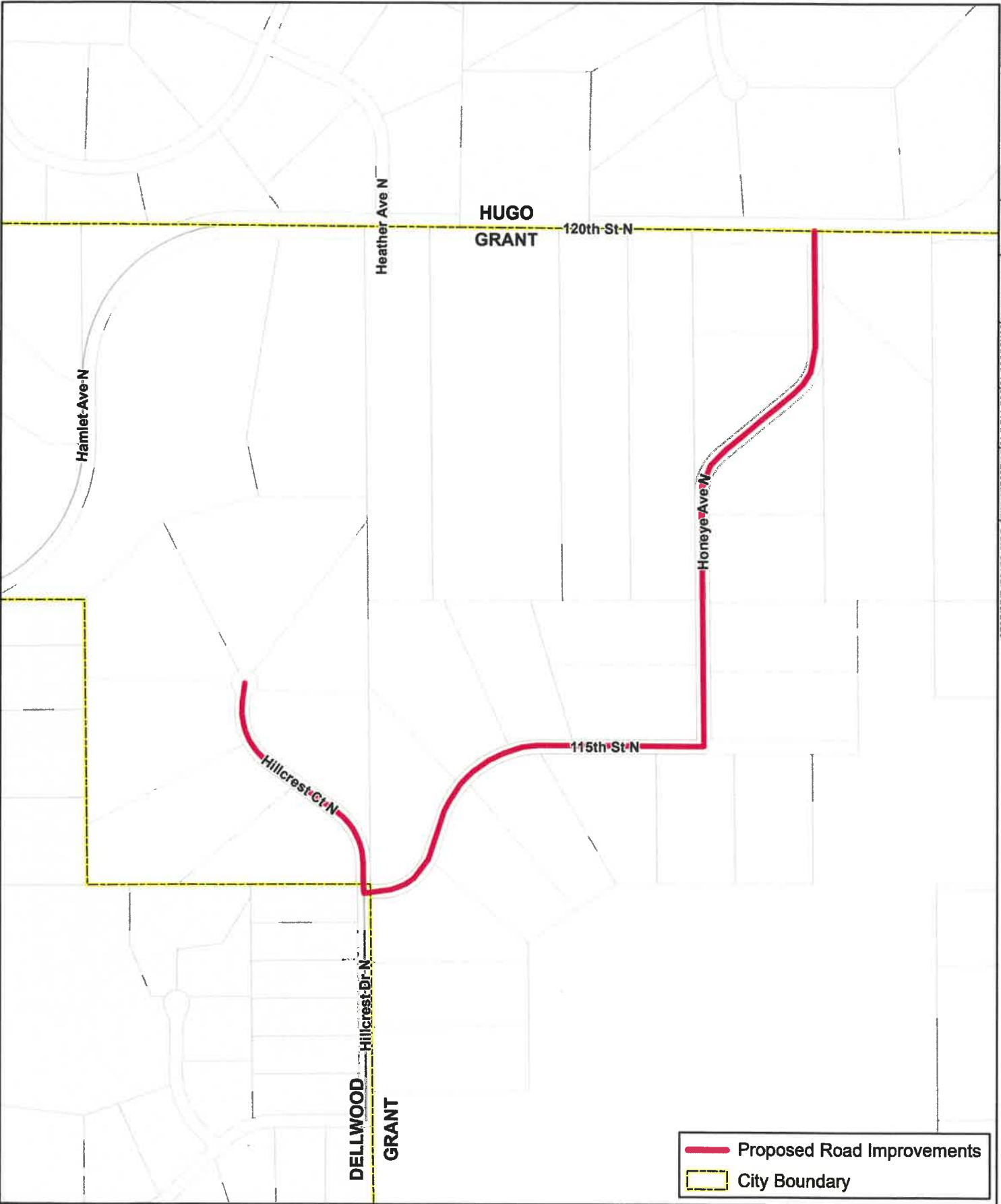
7. FEASIBILITY AND RECOMMENDATION

The total estimated cost for the Honeye Avenue, 115th Street, and Hillcrest Court, Improvement Project is **\$511,692**. Proposed funding for the project is provided through the City of Grant maintenance dollar contributions and special assessments.

This project is feasible, necessary, and cost-effective from an engineering standpoint. It is our recommendation that this project be implemented as outlined in this report.

APPENDIX A – MAPS

Figure 1 – Location Map



 Proposed Road Improvements
 City Boundary



Project Location Map
 Honeye Ave, 115th Street, Hillcrest Ct
 Street Improvements Project
 Grant, MN



APPENDIX B – OPINION OF PROBABLE COST

Detailed Opinion of Probable Cost

OPINION OF PROBABLE COST

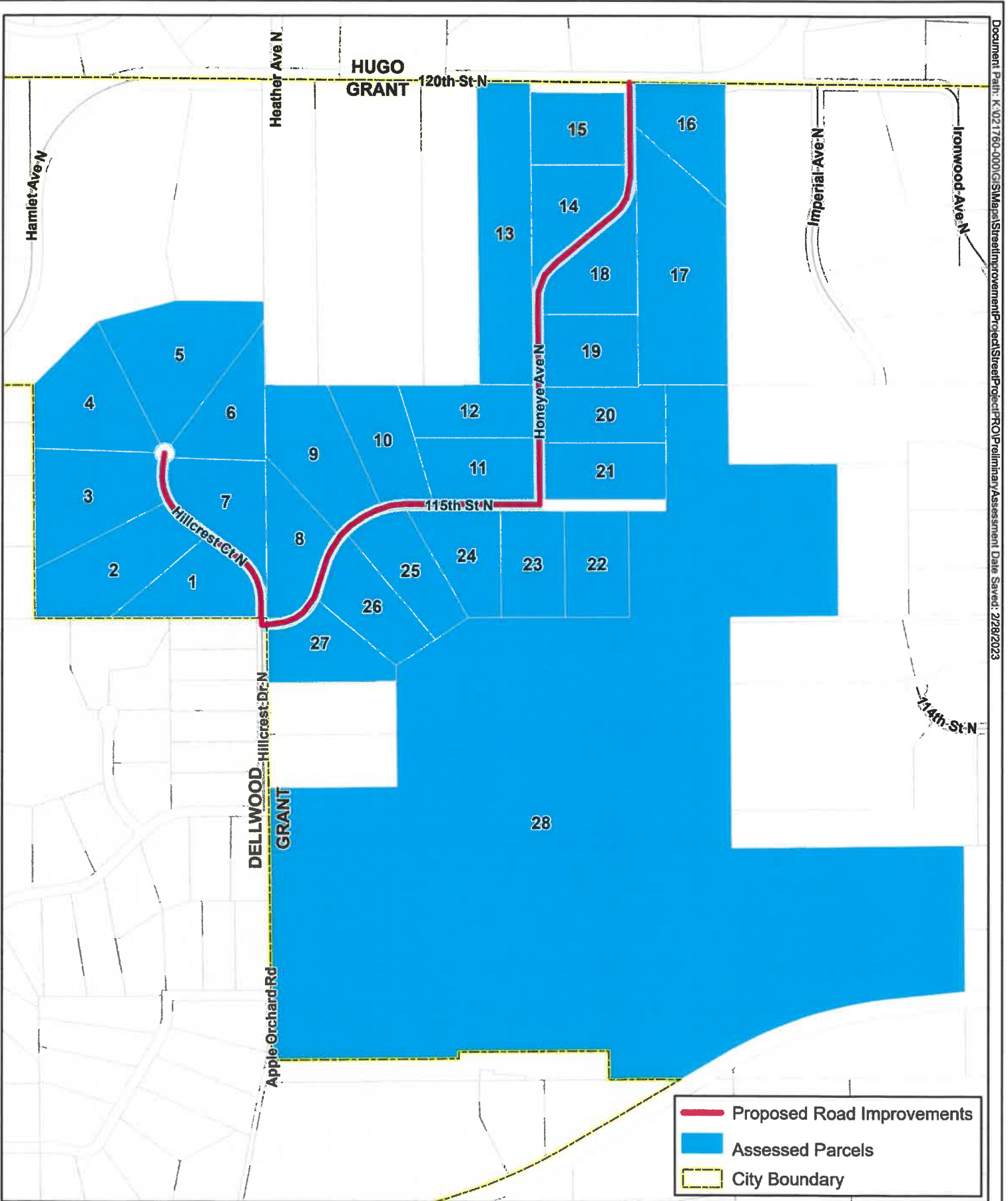
WSB Project: Honeye Ave, 115th Street, Hillcrest Ct Street Improvements
 Project Location: GRANT
 City Project No.:
 WSB Project No: 021760-000




Design By: JAG
 Checked By: BAR
 Date: 2/28/2023

Item No.	MnDOT Specification No.	Description	Unit	Estimated Total Quantity	Estimated Unit Price	Estimated Total Cost
A. SURFACE IMPROVEMENTS -HONEYE AVE, 115th STREET, HILLCREST CT						
1	2021.501	MOBILIZATION	LS	1	\$ 19,850.00	\$ 19,850.00
2	2105.533	SALVAGE RECLAIMED AGGREGATE (CV) PLACED	C Y	500	\$ 20.00	\$ 10,000.00
3	2106.507	EXCAVATION - SUBGRADE	C Y	500	\$ 50.00	\$ 25,000.00
4	2215.504	FULL DEPTH RECLAMATION	S Y	15750	\$ 5.00	\$ 78,750.00
5	2221.507	SHOULDER BASE AGGREGATE (CV) CLASS 5	C Y	500	\$ 40.00	\$ 20,000.00
6	2332.604	EDGE MILL	L F	600	\$ 5.00	\$ 3,000.00
7	2360.509	TYPE SP 12.5 WEARING COURSE MIX (2,B)	TON	2786	\$ 92.00	\$ 256,312.00
8	2563.601	TRAFFIC CONTROL	LS	1	\$ 4,000.00	\$ 4,000.00
SCHEDULE A. SURFACE IMPROVEMENTS CONSTRUCTION TOTAL						\$ 416,912.00
CONTINGENCY TOTAL (5%)						\$ 20,845.60
SUBTOTAL						\$ 437,757.60
INDIRECT COST TOTAL (12%)						\$ 52,530.91
TOTAL SCHEDULE A						\$ 490,288.51
B. DRAINAGE IMPROVEMENTS						
1	2104.501	REMOVE PIPE CULVERTS	L F	100	\$ 20.00	\$ 2,000.00
2	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	100	\$ 10.00	\$ 1,000.00
3	2501.502	15" CS PIPE CULVERT	L F	100	\$ 60.00	\$ 6,000.00
4	2501.503	15" CS PIPE APRON	EACH	2	\$ 300.00	\$ 600.00
5	2575.505	SEEDING	ACRE	1.0	\$ 2,500.00	\$ 2,500.00
6	2575.505	SEED MIXTURE 25-131	LB	300.0	\$ 7.00	\$ 2,100.00
7	2575.508	EROSION CONTROL BLANKETS CAT 4	S Y	500.0	\$ 8.00	\$ 4,000.00
SCHEDULE B. DRAINAGE IMPROVEMENTS CONSTRUCTION TOTAL						\$ 18,200.00
CONTINGENCY TOTAL (5%)						\$ 910.00
SUBTOTAL						\$ 19,110.00
INDIRECT COST TOTAL (12%)						\$ 2,293.20
TOTAL SCHEDULE B						\$ 21,403.20
GRAND TOTAL (SCHEDULES A + B)						\$ 511,691.71

APPENDIX C – ASSESSMENTS

Assessment Map Preliminary Assessment Roll



-  Proposed Road Improvements
-  Assessed Parcels
-  City Boundary



Preliminary Assessment Roll
 Honeye Ave, 115th Street, Hillcrest Ct
 Street Improvements Project
 Grant, MN



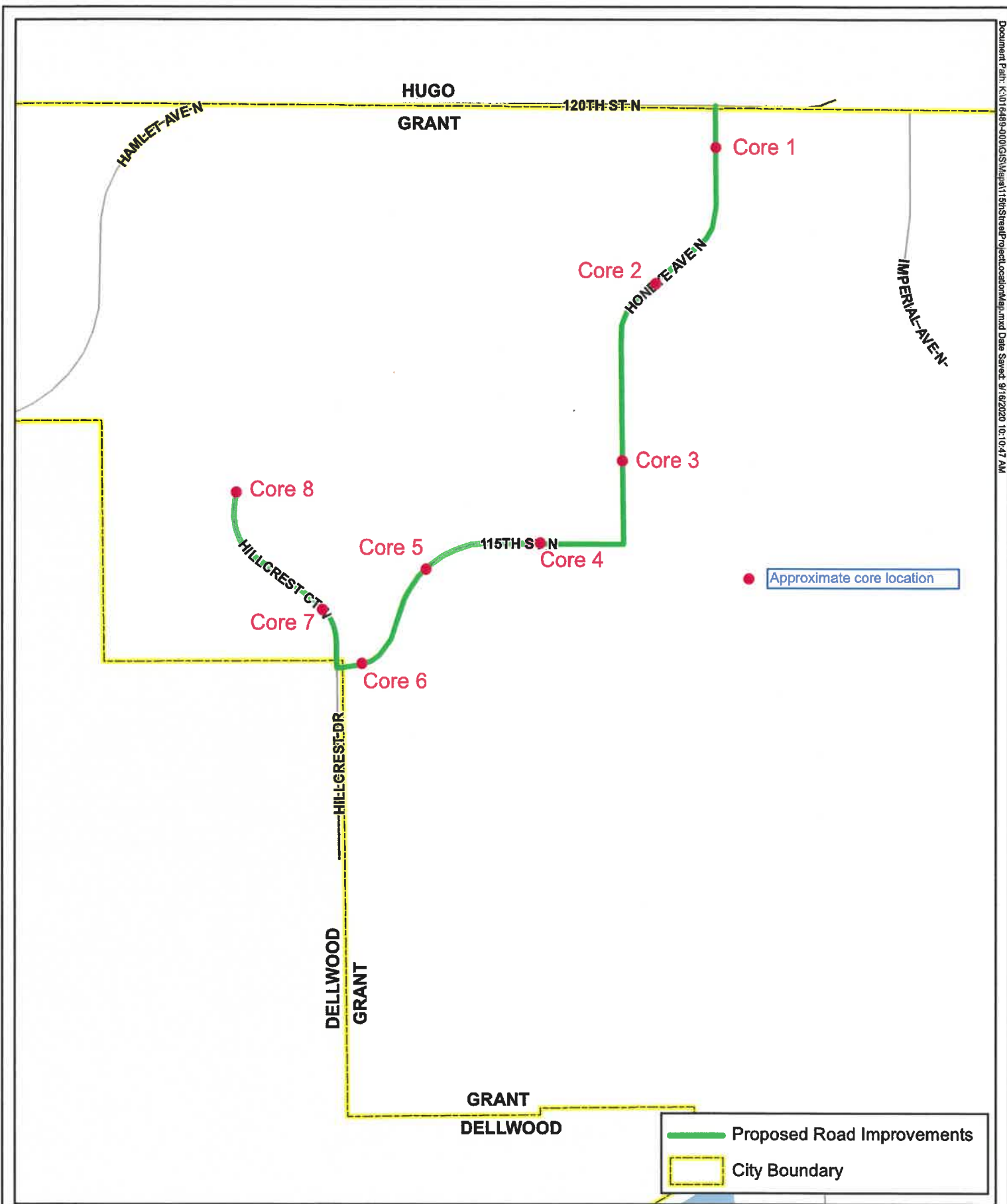
CITY OF GRANT
HONEYE AVE, 115TH STREET AND HILLCREST CT STREET IMPROVEMENT PROJECT
PRELIM ASSESSMENT ROLL

Updated: 2-17-23
 WSB Project No.: 021760-000

MAP ID	PID	FEW OWNER TAX NAME 1	FEW OWNER TAX NAME 2	FEE OWNER ADDRESS	CITY/STATE/ZIP	PROPERTY ADDRESS	ZIP	BUILDABLE UNIT ASSESSMENT	BUILDABLE UNIT	PROPOSED TOTAL ASSESSMENT
1	503021240007	MIENNE MICHAEL & MITSCH BARBARA	KATHRYN	11505 HILLCREST CT N	WHITE BEAR LAKE MN 55110	11505 HILLCREST CT N	55110	\$14,903.64	1	\$14,903.64
2	503021240006	DOMBROVSKI RAIMUND		11515 HILLCREST CT N	SAINT PAUL MN 55110	11515 HILLCREST CT N	55110	\$14,903.64	1	\$14,903.64
3	503021240005	DEVORE KEVIN W &	CHRISTIANA M	11525 HILLCREST CT N	WHITE BEAR LAKE MN 55110	11525 HILLCREST CT N	55110	\$14,903.64	1	\$14,903.64
4	503021240004	BUCHHOLZ KURT S &	JENNIFER M	11535 HILLCREST CT N	WHITE BEAR LAKE MN 55110	11535 HILLCREST CT N	55110	\$14,903.64	1	\$14,903.64
5	503021240003	MESTAD KYLE J &	MATTHEW D SPILLNER	11545 HILLCREST CT N	WHITE BEAR LAKE MN 55110	11545 HILLCREST CT N	55110	\$14,903.64	1	\$14,903.64
6	503021240002	MANIVEL JUAN C &	KATHELEN M DEMANNIVEL	11555 HILLCREST CT N	WHITE BEAR LAKE MN 55110	11555 HILLCREST CT N	55110	\$14,903.64	1	\$14,903.64
7	503021130006	HALBE JUSTIN K &	AMY P	7076 115TH ST N	ST PAUL MN 55115	7076 115TH ST N	55115	\$14,903.64	1	\$14,903.64
8	503021130005	GRABOW CLINT W &	KATHRYN E	7194 115TH ST N	DELLWOOD MN 55110	7194 115TH ST N	55110	\$14,903.64	1	\$14,903.64
9	503021130004	DANIELS GARY A &	PAMELA J	7300 115TH ST N	WHITE BEAR LAKE MN 55110	7300 115TH ST N	55110	\$14,903.64	1	\$14,903.64
10	503021130003	DITTBERNER JOEL T &	CHRISTINE	7504 115TH ST N	WHITE BEAR LAKE MN 55110	7504 115TH ST N	55110	\$14,903.64	1	\$14,903.64
11	503021130002	SUSAN A SPERL &	WILLIAM A SOUDER TRS	11601 HONEYE AVE N	STILLWATER MN 55082	11601 HONEYE AVE N	55082	\$14,903.64	1	\$14,903.64
12	503021100002	FRANER ROBERT F &	JOANNE P	7725 120TH ST N	HUGO MN 55038	7725 120TH ST N	55038	\$14,903.64	1	\$14,903.64
13	503021100001	DEKRO JON E &	JOANNE M	11925 HONEYE AVE N	STILLWATER MN 55082	11925 HONEYE AVE N	55082	\$14,903.64	0.25	\$3,725.91
14	503021100005	JACOBS FRIM M &	JASON K	11975 HONEYE AVE N	GRANT MN 55082	11975 HONEYE AVE N	55082	\$14,903.64	1	\$14,903.64
15	503021100004	KRAMER JAMES &	ROBIN	7971 120TH ST N	HUGO MN 55038	7971 120TH ST N	55038	\$14,903.64	0.25	\$3,725.91
16	503021100008	MEATH RHONDA &	JOSEPH	11940 HONEYE AVE N	STILLWATER MN 55082	11940 HONEYE AVE N	55082	\$14,903.64	1	\$14,903.64
17	503021100009	HAPER WILLIAM RAYMOND		11840 HONEYE AVE N	STILLWATER MN 55082	11840 HONEYE AVE N	55082	\$14,903.64	1	\$14,903.64
18	503021100006	MICHAEL J &	MELISSA A FITZGERALD TRS AGR	11780 HONEYE AVE N	STILLWATER MN 55082	11780 HONEYE AVE N	55082	\$14,903.64	1	\$14,903.64
19	503021100007	ARTHUR JACOBSON &	ELLA JACOBSON FAM FARM LP	450 APPLE ORCHARD RD	WHITE BEAR LAKE MN 55110	450 APPLE ORCHARD RD	55110	\$14,903.64	1	\$14,903.64
20	503021140002	ARTHUR JACOBSON &	ELLA JACOBSON FAM FARM LP	450 APPLE ORCHARD RD	WHITE BEAR LAKE MN 55110	450 APPLE ORCHARD RD	55110	\$14,903.64	1	\$14,903.64
21	503021140003	ARTHUR JACOBSON &	ELLA JACOBSON FAM FARM LP	450 APPLE ORCHARD RD	WHITE BEAR LAKE MN 55110	450 APPLE ORCHARD RD	55110	\$14,903.64	1	\$14,903.64
22	503021140004	ARTHUR JACOBSON &	ELLA JACOBSON FAM FARM LP	450 APPLE ORCHARD RD	WHITE BEAR LAKE MN 55110	450 APPLE ORCHARD RD	55110	\$14,903.64	1	\$14,903.64
23	503021140005	ARTHUR JACOBSON &	ELLA JACOBSON FAM FARM LP	450 APPLE ORCHARD RD	WHITE BEAR LAKE MN 55110	450 APPLE ORCHARD RD	55110	\$14,903.64	1	\$14,903.64
24	503021130007	NORDLING NEAL F &	ELIZABETH M	7477 115TH ST N	ST PAUL MN 55110-6186	7477 115TH ST N	55110	\$14,903.64	1	\$14,903.64
25	503021130008	JORDAN ANDREW L &	KIMBERLY	5850 128TH ALCOVE N	HUGO MN 55038	5850 128TH ALCOVE N	55038	\$14,903.64	1	\$14,903.64
26	503021130009	ROBERTA K RINDQUIST TRS		7445 115TH ST N	STILLWATER MN 55082	7445 115TH ST N	55082	\$14,903.64	1	\$14,903.64
27	503021420002	GERST PATRICK T &	MEGAN ROCKER	11491 HILLCREST DR	SAINT PAUL MN 55110	11491 HILLCREST DR	55110	\$14,903.64	0.25	\$3,725.91
28	503021410003	ARTHUR JACOBSON &	ELLA JACOBSON FAM FARM LP	450 APPLE ORCHARD RD	WHITE BEAR LAKE MN 55110	450 APPLE ORCHARD RD	55110	\$14,903.64	1	\$14,903.64
Totals									25.75	\$383,768.78

Enter Streets

APPENDIX D – FORENSICS
Pavement Coring Forensic Report



Project Location Map

2020 Pavement Management Project
Grant, MN

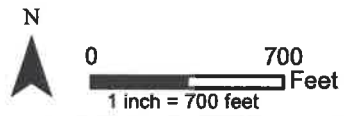


Table 1: Existing Pavement Observations

Core ID	Location	Number of Lanes	Lane Width (ft)	Functional Classification	Curb and Gutter	Surface Distresses	Drainage Condition
1	Honeye Ave N	2	12	Rural Residential Street	No	Transverse and Longitudinal Cracking	Good
2	Honeye Ave N	2	12	Rural Residential Street	No	Transverse and Longitudinal Cracking	Good
3	Honeye Ave N	2	12	Rural Residential Street	No	Transverse and Longitudinal Cracking	Good
4	115th St N	2	12	Rural Residential Street	No	Transverse and Longitudinal Cracking	Good
5	115th St N	2	12	Rural Residential Street	No	Transverse and Longitudinal Cracking	Good
6	115th St N	2	12	Rural Residential Street	No	Transverse and Longitudinal Cracking	Good
7	Hillcrest Ct N	2	12	Rural Residential Street	No	Transverse and Longitudinal Cracking	Good
8	Hillcrest Ct N	2	12	Rural Residential Street	No	Transverse and Longitudinal Cracking	Good

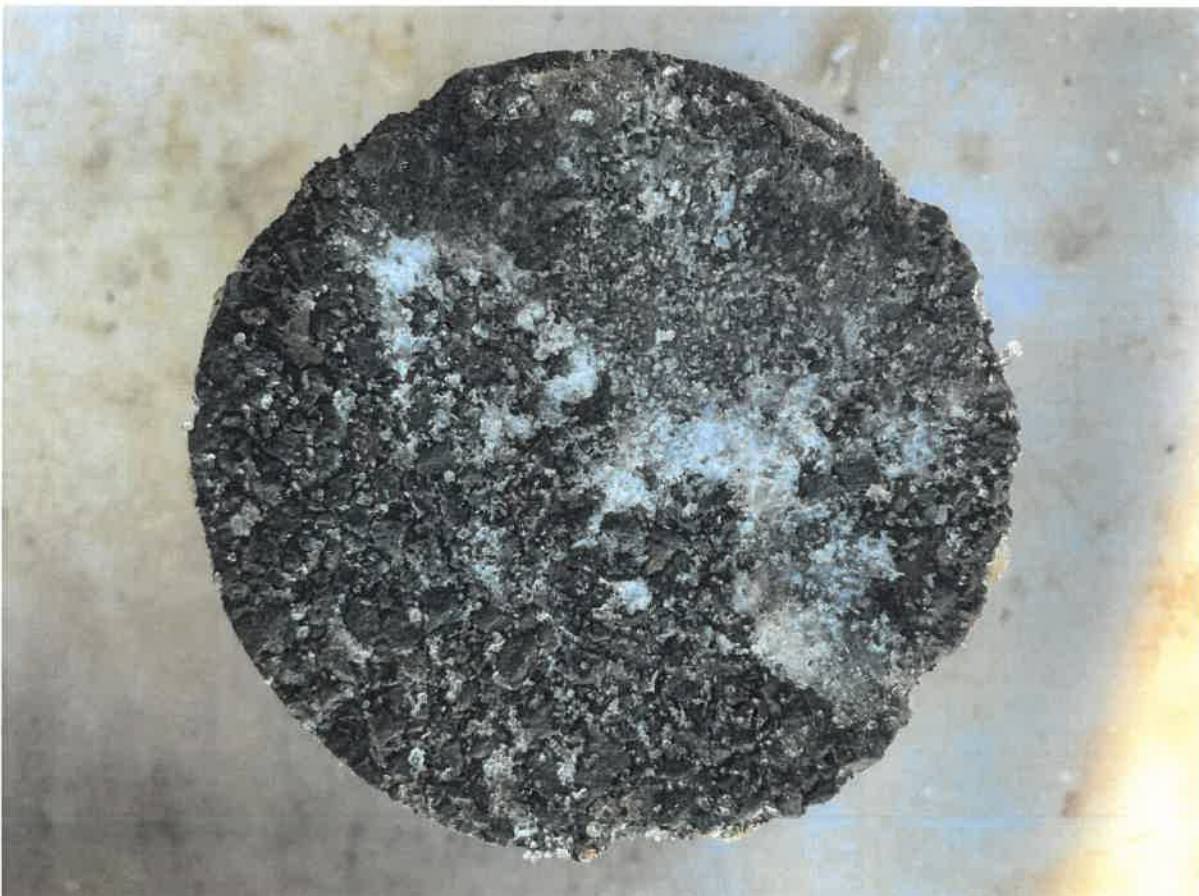
Table 2: Existing Pavement Section Details

Core ID	Location	Bituminous Depth (in)	Lift Thickness (in) and Condition	Base Depth and Type	Subbase or Subgrade Type
1	Honeye Ave N	3	1.5" Wear - Poor 1.5" Base - Fair Raveling in Wear Lift, Full Depth Cracking	7", Sand with Gravel, Brown	Sand with Clay, Brown
2	Honeye Ave N	4	2" Wear - Poor 2" Base - Fair Raveling in Wear Lift	7", Sand with Gravel, Brown	Sand with Clay, Brown
3	Honeye Ave N	4	1.5" Wear - Fair 2.5" Base - Fair Some Raveling Throughout Core	8", Sand with Gravel, Brown	Sand with Clay, Brown
4	115th St N	3.5	1.25" Wear - Very Poor 2.25" Base - Poor Raveling Throughout Core	7", Sand with Gravel, Brown	Sand with Clay, Brown
5	115th St N	4	2" Wear - Good 2" Base - Good	8", Sand with Gravel, Brown	Sand with Clay, Brown
6	115th St N	4.5	2" Wear - Very Poor 2.5" Base - Very Poor Raveling Throughout Core	7", Sand with Gravel, Brown	Sand with Clay, Brown
7	Hillcrest Ct N	5	2" Wear - Good 3" Base - Good	8", Sand with Gravel, Brown	Sand with Clay, Brown
8	Hillcrest Ct N	4	2" Wear - Very Poor 2.5" Base - Very Poor Core fell apart completely during coring	8", Sand with Gravel, Brown	Sand with Clay, Brown

Core 1



Core 2



Core 3



Core 4



Core 5



Core 6



Core 7



Core 8

(Core fell apart completely and no photo was taken)

APPENDIX E – PETITION

Signed Petition

September 22, 2022

City of Grant

PO Box 577

Willernie, MN 55090

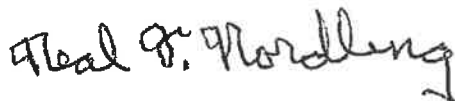
Dear City Honorable Mayor and City Council Members,

I am writing to ask the City Council to consider roadway improvements along 115th Street North, Honeye Avenue North, and Hillcrest Court North. Our neighborhood understands that the City's assessment policy requires at least 50% of the abutting property owners sign the petition in order for the Council to consider ordering the completion of a Feasibility Report, the first step in the Special Assessment Process.

The proposed work would be to resurface the 3 road segments previously specified. The ballpark cost is projected to be in the \$10,000 range per lot abutting the 3 road segments. The concept is to perform the design work over the winter of 2022-2023 and perform construction during the summer of 2023. The type of resurfacing proposed has a projected life of 35 years. The current surface has outlived its expected life and is in need of rework.

I encourage you to sign this petition so we can improve these road segments for everyone's benefit.

Sincerely,

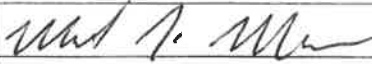

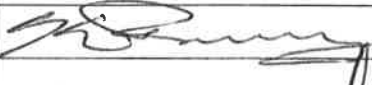
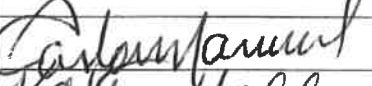
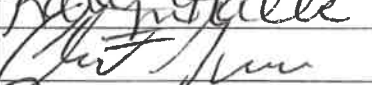



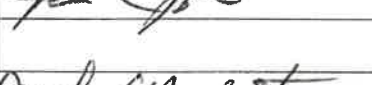
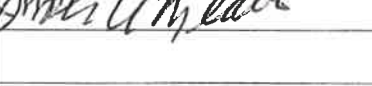


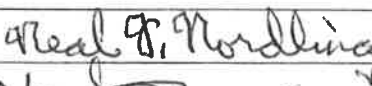





Neal F. Nordling

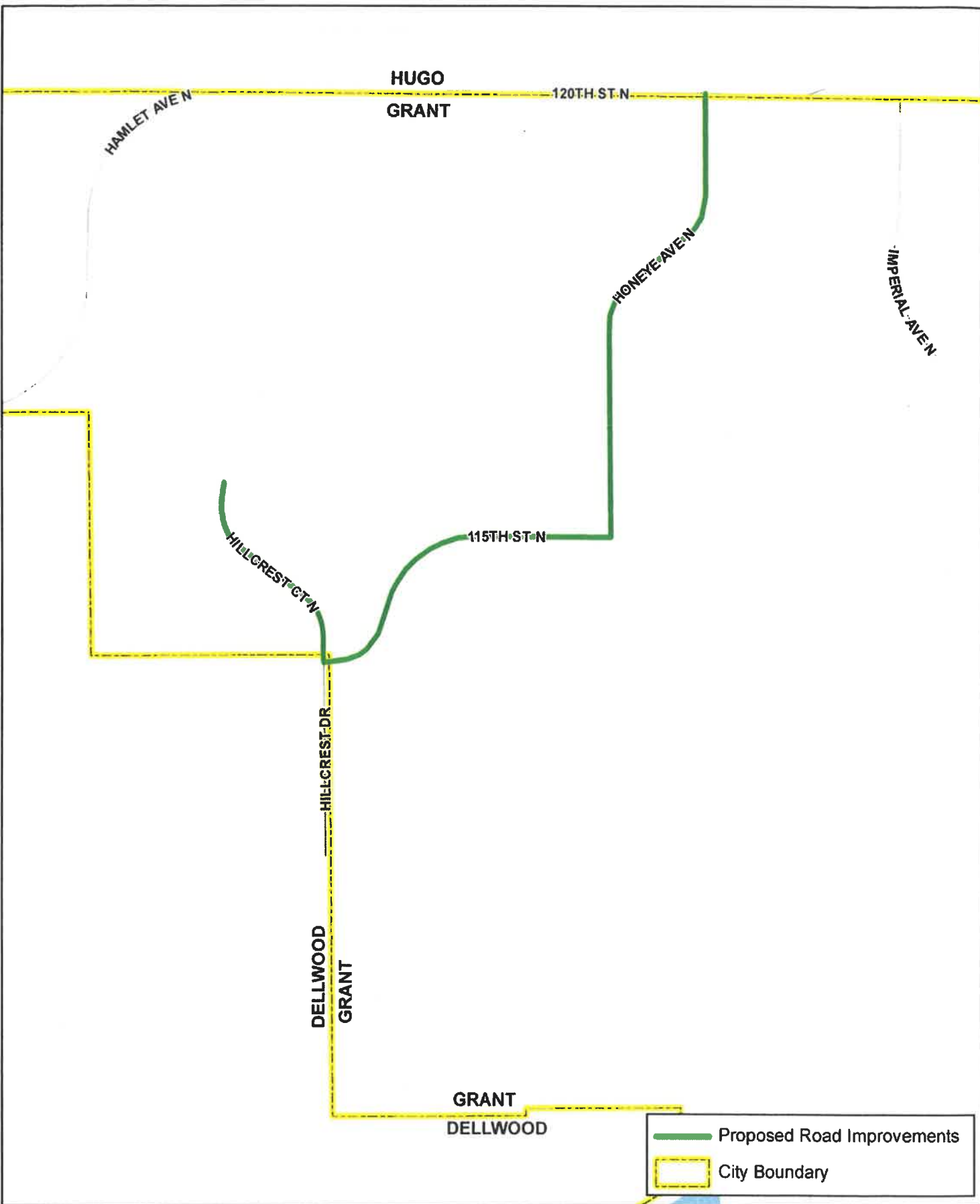
7477 115th Street North

Grant, MN 55110

Resident Petition Authorizing Roadway Improvement Project Feasibility Report

MapID	PROPERTY ADDRESS	OWNER NAME	SIGNATURE	DATE
1	11505 HILLCREST CT N	MENNE MICHAEL & KATHRYN		10/6/22
2	11515 HILLCREST CT N	MITSCH BARBARA		
3	11525 HILLCREST CT N	RAMUND DOMBROVSKI YANG PAOKU & XIA MOUA		10-1-22
4	11535 HILLCREST CT N	DEVORE KEVIN W & CHRISTIANA M		
5	11545 HILLCREST CT N	BUCHHOLZ KURT S & JENNIFER M SANETRA CASSAUNDR A C & JESSE SANETRA		09/01/22
6	11555 HILLCREST CT N	MANIVEL JUAN C & KATHLEEN M DEMANIVEL		09/30/22
7	11565 HILLCREST CT N	Halbe, Justin + Kathryn MUELLER JOHN J & SHARON C		9/30/22
8	7076 115TH ST N	GRABOW CLINT W & AMY P		9/29/22
9	7194 115TH ST N	Amela + GARY DANIELS KOLBET CHELSEY D.		9/27/2022
10	7300 115TH ST N	DITTBERNER JOEL T & CHRISTINE SUSAN A SPERL & WILLIAM A SOUDER TRS		09/27/2022
11	7504 115TH ST N	FRANER ROBERT F & JOANNE P		10/1/22
12	11601 HONEYE AVE N	DEKKO JON E & JOANNE M		10/4/22
13	7725 120TH ST N	JACOBS ERIN M & JASON K		10/1/22
14	7971 120TH ST N	ANDERSON WILLARD C & RENEE P		9-30-22
15	11940 HONEYE AVE N	MEATH RHONDA & JOSEPH		
16	11840 HONEYE AVE N	HAPER WILLIAM RAYMOND MICHAEL J & MELISSA A FITZGERALD TRS		
17	11780 HONEYE AVE N	ARTHUR JACOBSON & ELLA JACOBSON AGR		
18	450 APPLE ORCHARD RD	FAM FARM LP		
19	450 APPLE ORCHARD RD	ARTHUR JACOBSON & ELLA JACOBSON FAM FARM LP		
20	450 APPLE ORCHARD RD	ARTHUR JACOBSON & ELLA JACOBSON FAM FARM LP		
21	450 APPLE ORCHARD RD	ARTHUR JACOBSON & ELLA JACOBSON FAM FARM LP		
22	7477 115TH ST N	NORDLING NEAL F & ELIZABETH M		09/22/22
23	7347 115TH ST N	JORDAN ANDREW L & KIMBERLY		9/27/2022
24	7145 115TH ST N	ROBERTA K RUNDQUIST TRS		9/30/22
25	11491 HILLCREST DR	GERST PATRICK T & MEGAN ROCKER		9/30/22

Note: Signing this petition is not an agreement by the property owner to be specially assessed for the project nor does it waive the property owner rights to a public hearing.

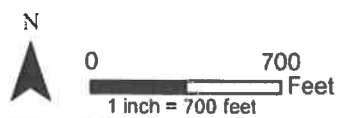


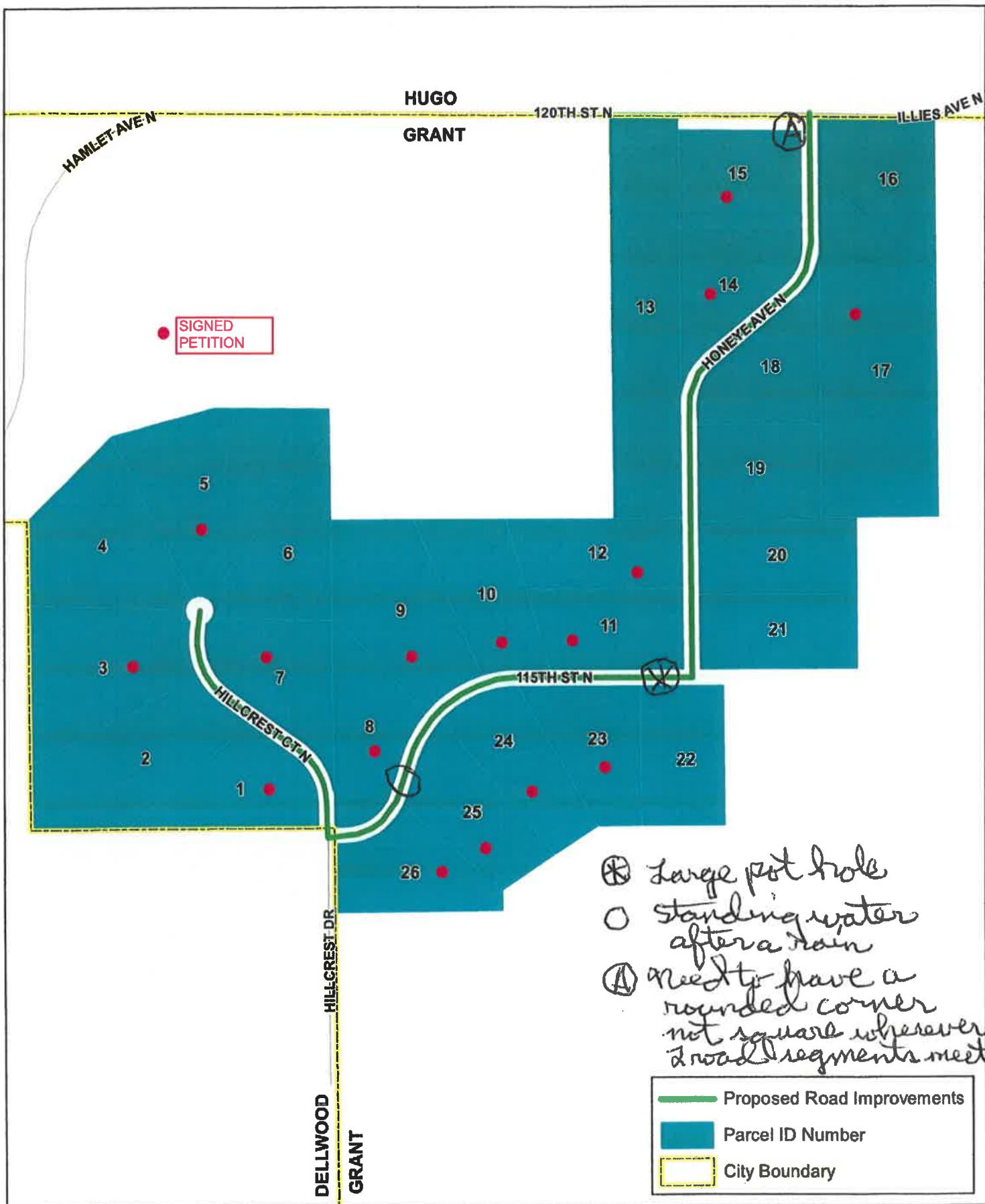
— Proposed Road Improvements
— City Boundary



Project Location Map

2020 Pavement Management Project
Grant, MN





Parcels Map
 2020 Pavement Management Project
 Grant, MN





STAFF REPORT

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

Date: February 28, 2023

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

RE: Application to Vacate a portion of unused public road and alley right-of-way generally a part of Block 4 of the Withrow plat.

From: Jennifer Haskamp
Consulting City Planner

Background

The Applicant, Aaron Stewart, has requested (petitioned) the City to consider vacating a portion of unused public road and alley right-of-way generally a part of Block 4 of the Withrow plat. In the Spring of 2022 the Applicant met with the City Staff to describe the proposed request to vacate portions of alley and road right-of-way that were intended to serve the old Withrow plat which was planned to be developed with several small urban sized lots on a traditional road and alley grid with municipal services. As the City Council is aware of today, the town of Withrow plat was never developed and only a few homes were developed in the area and municipal services were never installed to support an urban town center configuration. After the City adopted its minimum lot sizes in the 60's the Withrow plat became non-conforming, and contiguous lots under the same ownership were combined to create larger – though still nonconforming – lots. While contiguous lots have generally be combined to the extent possible and the configuration is generally set, the old Withrow right-of-way that was intended to serve as local roads and alleyways remains in tact because they are publicly dedicated. Based on this history, the Applicant is requesting that the public road and alley that abuts his property be vacated and combined with his property so that a larger contiguous area is available for single-family uses.

Public Hearing

A duly noticed public hearing has been scheduled for March 7, 2023 at 6:30 P.M. All property owners within 1/4-mile were provided individual letters that identified the proposed right-of-way to be vacated.

Application Summary

Applicant/Owner: Aaron Stewart	Area to be Vacated: 19,277 SF (0.44 Acres)
Land Use: RR-AG Zoning: A2 – Agricultural Small Scale	Request: Vacation of public road and alley right-of-way to be added to adjacent property (PID 020302122016).
Address: XXX 119 th Street North Grant, MN 55082	Location Description and PIDs: PID 020302122016, generally north of 119 th Street North and south of the Railroad right-of-way



The Applicant is petitioning the City to vacate a portion of unused road and alley right-of-way adjacent to their existing vacant lot. The proposed vacated area would be combined with the existing property. As shown on the attached Certificate of survey, that portion of the right-of-way that is fully bordered by the subject property would be vacated in full and combined with the subject lot, and that portion of the right-of-way that is only partially bordered by the subject property is vacated to the centerline of the dedicated right-of-way. The total area proposed for vacation is approximately 0.44 Acres and if combined with the subject parcel would result in a total lot/parcel area of approximately 2.44 Acres.

Review Criteria

The City Code does not expressly identify a process for vacation of public right-of-way, therefore Minnesota State Statute 412.851 Vacation of Streets takes precedence. The following language is provided for your reference and consideration:

“The council may by resolution vacate any street, alley, public grounds, public way, or any part thereof, on its own motion or on petition of a majority of the owners of land abutting on the street, alley, public grounds, public way, or part thereof to be vacated. When there has been no petition, the resolution may be adopted only by a vote of four-fifths of all members of the council. No vacation shall be made unless it appears in the interest of the public to do so after a hearing preceded by two weeks' published and posted notice. The council shall cause written notice of the hearing to be mailed to each property owner affected by the proposed vacation at least ten days before the hearing...”

Analysis and Review

The following analysis is provided based on the requirements as established by MN State Statute 412.851:

“Then council may vacate...on its own motion or on petition of a majority of the owners of land abutting on the street, alley...”

Staff Analysis: As shown on the Certificate of Survey the Applicant is proposing to vacate the following:

- To the centerline of the dedicated right-of-way on Second Street. The property adjacent to this right of way is comprised of two (2) property owners, one of which is the Applicant. The amount of right-of-way adjacent to the Applicant represents at least 50% of the right-of-way and at least 50% of the owners.
- The full vacation of the Alley from old lots 5 and 12, and the west half to the centerline of the alley from historic lot 9 to 12. There are two property owners that abut this alley right-of-way and the Applicant represents more than 75% of the frontage along the right-of-way and at least 50% of the Owners.
- To the western half of the centerline of the dedicated right-of-way on First Street. There are three property owners that abut the First Street right-of-way and the Applicant represents only 33% of the Ownership. However, the Applicant represents more than 60% of the frontage along the right-of-way.

The Applicant’s petition is generally valid and appears to meet the spirit and intent of the Statute. However, agreement or written correspondence from the property owners adjacent to the First Street



right-of-way either as part of the public hearing or submitted separate is recommended given the ownership composition.

“No vacation shall be made unless it appears in the interest of the public to do so...”

Staff Analysis: The request to vacate that portion of unused right-of-way does not appear to be serving any public purpose. At one time when the historic plat of Withrow was contemplated these rights-of-way would have been imperative to the property functioning of small urban scale lots. However, this plat is no longer valid, and the roads and alleys will never be constructed in the historical configuration. As such, there is no public purpose to these rights-of-way, and by vacating this area and adding it back into the lots the resulting lot area becomes more conforming with the City’s current standards.

Engineering Standards

The City Engineer has reviewed the proposed vacation and does not have any additional comments. As indicated in the Staff Report, there are no future plans to develop the historic right-of-way and therefore there is no public purpose.

Other Agency Review

No other agencies have review authority over the subject request since the rights-of-way are unused and undeveloped.

Action requested

The City Staff is requesting discussion regarding the proposed vacation. A resolution of approval is provided for your review and consideration, and may be amended or modified based on the discussion and public testimony provided during the Public Hearing.

Attachments

Attachment A: Application

Attachment B: Certificate of Survey

Attachment C: 2023-07 Resolution of Approval (Draft)

Attachment D: Resolution #2022-09

January 16, 2023

PROPOSED STREET VACATIONS:

All that part of the East Half of Second Street lying northerly of CENTER STREET (also known as 119th Street North and C.S.A.H. 9), Withrow, Washington County, Minnesota, according to the plat thereof on file and of record in the Office of the County Recorder, Washington County, Minnesota.

All that part of the West Half of First Street lying southerly of the north line of Section 02, Township 30 North, Range 21 West and lying easterly of Lot 1, Lot 2, Lot 3, Lot 4 and Lot 5, all in Block 4, Withrow, Washington County, Minnesota, according to the plat thereof on file and of record in the Office of the County Recorder, Washington County, Minnesota.

All that part of the 20 foot wide Alley in Block 4, Withrow, Washington County, Minnesota, lying between Lot 2, Lot 3, Lot 4, Lot 5, Lot 12, Lot 13, Lot 14, and Lot 15 and all that part of the West Half of said Alley lying easterly of Lot 9, Lot 10 and Lot 11, said Block 4, Withrow, according to the plat thereof on file and of record in the Office of the County Recorder, Washington County, Minnesota.

PROPOSED PARCEL DESCRIPTION:

Lot 1, Block 4, except that part commencing at a point 60 feet North of the Southeast corner of said lot; thence West 119.8 feet; thence Northeasterly along Railroad right-of-way 175.8 feet; thence South 43.2 feet to the point of beginning, Withrow, Washington County, Minnesota.

Lots 2 to 5 and also Lots 9 to 15, both inclusive, Block 4, Withrow, as surveyed and platted and now on file and of record in the office of the Register of Deeds of Washington County, Minnesota.

Together with the streets and alley accruing thereto by reason of vacation.



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

pd 9/28/22 \$1,100.00 Check # 2234/2235

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

OTHER LAND USE / ZONING APPLICATION

Application Date:	9/26/22
Fee: \$100	Escrow: \$1,000

The purpose of this application is to provide an opportunity for an applicant to work with city staff through pre-application or due diligence activities prior to a specific application being made. This process enables the applicant to save time and expenses in reaching general agreement with the City as to the objectives of the regulations within the City's ordinances and Comprehensive Plan.

PARCEL IDENTIFICATION NO (PIN):		LOT SIZE:
PROJECT ADDRESS: <i>xxx 119th St N Stillwater, MN</i>	OWNER: Name: <i>Aaron Stewart</i> Address: <i>119th St N</i> City, State, Zip: <i>Stillwater MN 55082</i> Phone: <i>651-260-5752</i> Email: <i>stewartill2004@yahoo.com</i>	APPLICANT (If different from Owner): Name: Address: City, State, Zip: Phone: Email:
DESCRIPTION OF REQUEST: <i>Request to vacate the following public streets and alley: First Street lying northerly of the north line of center street. Second Street lying northerly of north line of center street and the alley in block 4 lying northerly of the north line of center street</i>		
EXISTING SITE CONDITIONS:		
<input type="checkbox"/> Please check if this request is for Wetland Delineation review in the Browns Creek Watershed District		
APPLICABLE ZONING CODE SECTION(S): <i>Please review the following documents to assist with your request.</i>		
<ol style="list-style-type: none"> 1. Chapter 30, Subdivisions 2. Chapter 32, Zoning 3. Comprehensive Plan 		
COPIES: One (1) Electronic copy of full submission; Hard copies upon request.		

This assistance does not grant any project approvals and no formal action will be taken in conjunction with the assistance related to this application, unless this application is for review of wetland delineation in the Browns Creek Watershed District. A separate process for obtaining city approval and/or necessary permits may be required, depending on the request. This application is specifically to request technical assistance from the City, or its consultants, relating to zoning or land use investigations within the City, or for wetland review in the Browns Creek Watershed District.

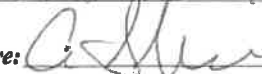
Required Signatures

*** Note: If requesting Wetland Delineation Review, all parties with a fee interest in the real estate must sign this application before the City will review for completion. For all other land use inquiries only the Applicant signature is required. ***

Applicant

Fee Title Property Owner

(If different from Applicant)

Name: Aaron Stewart
(Please print)
Address: 119th St N
City, State, Zip: Stillwater MN 55082
Phone: 651-260-5732
Cell Phone: 10
Email: stewartill2004@yahoo.com
Signature: 
Date: 9/26/22

Name: _____
(Please print)
Address: _____
City, State, Zip: _____
Phone: _____
Cell Phone: _____
Email: _____
Signature: _____
Date: _____

Application for Planning Consideration Fee Statement

(Please read carefully and understand your responsibilities associated with this 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 this request. For any wetland delineation review, 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 the project against the subject property, if applicable.

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

Applicant

Fee Title Property Owner

(If different from Applicant)


Signature
Aaron Stewart
Printed Name
9/26/22
Date

Signature

Printed Name

Date

Request to vacate the following public streets and alley:

First Street lying northerly of the north line of CENTER STREET,

Second Street lying northerly of the north line of CENTER STREET and

the Alley in Block 4 lying northerly of the north line of CENTER STREET,

all in Withrow, Washington County, Minnesota, according to the plat thereof, on file and of record in the Office of the County Recorder, Washington County, Minnesota.

My current mailing address:

16550 8th St Pl 50
Lakeland MN 55043

Aaron Stewart

651-260-5732

stewstill2004@yahoo.com

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2023-07**

**RESOLUTION APPROVING THE VACATION OF PUBLIC ROAD AND ALLEY
RIGHT-OF-WAY (PORTIONS OF FIRST STREET, SECOND STREET, AND ALLEY
ALL A PART OF THE WITHROW PLAT)**

WHEREAS, Aaron Stewart, the Applicant and Owner, petitioned the City to vacate a portion of right-of-way abutting their vacant parcel located generally north of 119th Street N., and south of the railroad right-of-way (PID 020302122016) in the City of Grant, Minnesota; and

WHEREAS, the proposed rights-of-way area to vacate are adjacent to and abut the Applicant's lot and is legally described as First Street, Second Street, and Alley of Block 4 of the Withrow plat; and

WHEREAS, the proposed vacation area comprises approximately 0.44 Acres which will be combined with Applicant's lot if approved; and

WHEREAS, a duly noticed Public Hearing to consider the proposed request took place on March 7, 2023; and

WHEREAS, the City Council has considered the public testimony and recommendation of the Planning Commission at a regular City Council meeting which took place on December 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 petition of Aaron Stewart to vacate portions of public road and alley rights-of-way, based upon the following findings pursuant to Minnesota State Statute 412.851 Vacation of Street. The City Council's Findings relating to the standards are as follows:

- The Applicant made a valid petition to the City Council to vacate portions of unused public road and alley right-of-way.

- A duly noticed public hearing that included proper notice to all adjacent property owners was held to allow for public testimony regarding the petition to vacate the subject right-of-way.
- The proposed vacation area is unimproved and was never used or developed for the purpose of an alley or road. The City Council has determined that there is no public purpose to retain this right-of-way.

FURTHER BE IT RESOLVED that the following conditions of approval of the Vacation shall be met:

1. The Applicant must combine the vacated right-of-way with the adjacent property and it is the responsibility of the Applicant to complete this process with Washington County.
2. This resolution must be recorded with Washington County, and the Applicant must provide evidence that the recording has been completed.
3. The resulting lot after combination shall be subject to the rules and regulations of the Zoning Ordinance in effect at the time of development and/or application for improvements.
4. All escrow amounts shall be brought up to date and kept current.

Adopted by the Grant City Council this 7th day of March 2023.

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 _____, 2023 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 _____, 2023.

Kim Points
Clerk
City of Grant

**CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA**

DEVELOPMENT AGREEMENT

Wildlife Rehabilitation Center

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made effective the ___ day of _____, 2023 (“Effective Date”) by and between the CITY OF GRANT, a municipal corporation and political subdivision organized under the laws of Minnesota (“City”) and WILDLIFE REHABILITATION CENTER OF MINNESOTA, a Minnesota nonprofit corporation (the “Developer”, and together with the City, the “Parties”).

RECITALS

WHEREAS, Developer is the owner of real property legally described on the attached **Exhibit A** (the “Property”) and located within the corporate limits of the City; and

WHEREAS, on April 7, 2020 Developer was granted Conditional Use Permit 2020-06 (the “CUP”) for the interim operation of a wildlife rehabilitation center until such time as Developer could propose plans for a permanent facility; and

WHEREAS, a copy of the CUP is attached hereto at **Exhibit B** and incorporated by reference; and

WHEREAS, Developer has submitted a site plan that is generally consistent with the site plan approved by the CUP and Developer now desires to further develop the Property for the expansion and operation of the wildlife rehabilitation center; and

WHEREAS, by this Agreement, Developer and the City desire to set forth certain conditions regarding the City's approval of the use and development of the Property in conformance with the City's Code.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"Agreement" means this Development Agreement by and between the City and the Developer, as the same may from time to time be mutually modified, amended, or supplemented by a signed written agreement.

"City" means the City of Grant, Minnesota.

"Code" means the City's Code of Ordinances.

"County" means Washington County, Minnesota.

"Construction Plans" means the plans, specifications, drawings and related documents describing all construction work and improvements to be performed, installed or constructed by Developer on the Property pursuant to this Agreement. Such plans shall, at a minimum, include at least the following: (i) grading, drainage, and erosion control plans; (ii) site plans; (iii) storm sewer and sanitary plans; (iv) street plans, if any, (v) constructions plans for any improvement to be constructed on the property which includes foundation plan, basement plans, if any; floor plan for each floor; cross-section of each (length and width) elevations (all sides); (vi) landscape plan, and shall also include adequate plans, drawings, and specifications relating to all driveways, walks, parking, and other improvements to be constructed upon the Property by Developer, if applicable. The Construction Plans and contract documents may be prepared or revised per the recommendations of the City Engineer, after entering into this Agreement, but before commencement of any work on the Property. If changes are made per the recommendation of the City Engineer, the most current and revised Construction Plans shall be incorporated herein. If the Plans vary from the written terms of this Agreement, the written terms shall control.

"Developer" means Wildlife Rehabilitation Center of Minnesota, or its successors or assigns.

"Improvements" means all Improvements to be installed and constructed on the Property in conformity with the Construction Plans.

"Property" means the real estate described on the attached **Exhibit A**.

"Project" means the development and construction on the Property by Developer of the Improvements pursuant to the terms of this Agreement.

"Site Plan" means the schematic depiction of the Project attached as **Exhibit C**.

"Unavoidable Delays" means delays, outside the control of the party claiming an occurrence, which are the direct or indirect result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Improvements, litigation, or other administrative procedures commenced by third parties which, by injunction or other similar judicial action, directly result in delays, or acts or requirements of any federal, state or local governmental unit (other than the City acting in its contractual capacity under this Agreement) which directly results in delays.

1.2 Construction. Wherever in this Agreement the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate. The headings, captions or arrangements used in this Agreement, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify or modify the terms, or affect the meaning, of this Agreement.

ARTICLE II DEVELOPMENT OF PROPERTY

2.1 Developer's Covenant to Develop. Developer shall, at Developer's expense, perform or cause to be performed, the development of the Property and construction of the Improvements in accordance with the Construction Plans and this Agreement. Developer shall use its reasonable efforts to complete the Improvements substantially in accordance with the Construction Plans, which plans and specifications shall be subject to review and approval by the City as may be normal, customary or required in order to proceed with the development of the Property.

2.2 No Reconveyance. Developer shall not reconvey the Property to any third party without the express consent of the City until all Improvements have been fully completed; provided, however, that any conveyance to a third party must provide for the third party's assumption of any and all performances by the Developer under this Agreement.

2.3 Fees and Costs. Except as otherwise specified in this Agreement, Developer shall pay all costs incurred by it or the City in conjunction with the development of the Property including, but not limited to, planning, engineering and inspection expenses, and legal fees incurred in connection with the approval and acceptance of the subdivision and plat, preparation of this Agreement any amendments hereto, development of the Property, and all costs and expenses incurred by the City in monitoring and inspecting the development of the Property. Unless required to be paid as a condition of the approval of this Agreement, all such amounts shall be paid within thirty (30) days after being billed.

2.4 Right to Proceed. The Developer shall not construct Improvements on the Property until all the following conditions precedent have been satisfied:

- (a) A revised Site Plan has been submitted and is general consistent with the Site Plan approved and appended in the CUP, including, design for the parking lot that includes the proposed materials, grading and full specification for review, the lighting plan, and ADA compliance;
- (b) This Agreement has been executed by the Parties and recorded with Washington County;
- (c) All required permits and approvals have been obtained;
- (d) The City has issued a notice that all conditions precedent have been satisfied and that the Developer may proceed to construct the Improvements contemplated by this Agreement.

ARTICLE III ZONING, USE, AND PERMITS

3.1 Zoning. The Parties acknowledge and agree the Property is zoned A-1 and the operation of the wildlife rehabilitation center requires a CUP, which has been granted by the City. This use conforms to the Developers desired use and the Parties agree pursuant to ordinance, is the proper zoning classification for the development of the Project.

3.2 Use. Developer must use the Property in accordance with this Agreement and the CUP. Developer shall comply with all applicable federal, state, and local laws and regulations relative to Developer's use of hazardous materials, if any.

3.3 Permits. Developer shall be responsible for securing all necessary approvals and permits from all appropriate federal, state, regional and local jurisdictions prior to the commencement of construction.

- (a) Prior to any work beginning in public right-of-ways, Developer shall obtain all appropriate permits from the State, County and/or the City.
- (b) Prior to any work beginning in public right-of-ways, Developer shall obtain all an access permit from Washington County for access from CSAH 9.
- (c) Prior to commencement of construction, Developer shall obtain the required permit from the applicable watershed district.
- (d) Developer shall obtain the required NPDES permit from the Minnesota Department of Natural Resources with regard to storm water permitting
- (e) Developer shall obtain a septic system permit for the Improvements from Washington County.

- (f) Developer shall obtain and maintain all permits required by the Minnesota Pollution Control Agency for the keeping on animals and management and disposal of animal waste.

3.4 Compliance with Code. Developer shall construct and install all Improvements, and provide all plans, specifications, and other documents in accordance with the provisions of this Agreement, the provisions of the City's Code, and where applicable state and federal law, for review and oversight by the City Engineer, and where applicable, the City Attorney and state of Minnesota.

ARTICLE IV CONSTRUCTION OF THE IMPROVEMENTS

4.1 Construction of Improvements. Developer shall, at Developer's expense, perform or cause to be performed, the development of the Property and construction of the Improvements in accordance with the Construction Plans and this Agreement, including, but not limited to the following:

- (a) Surveying and staking
- (b) Construction Materials Testing
- (c) Surface improvements
- (d) Storm water improvements, including related pipes, infiltration basins, structures, and other improvement noted within the plan set
- (e) Setting of lot and block monuments
- (f) Gas, electric, telephone and cable lines
- (g) Site grading and erosion controls
- (h) All courses of pavement
- (i) Other items as necessary to complete development as stipulated herein or in other agreements

4.2 Submission and Approval of Construction Plans. Developer shall submit the Construction Plans to the City for review and approval. The City shall, within 30 days from the receipt of the proposed Construction Plans, approve or disapprove the Construction Plans. If the City disapproves any of the Construction Plans, Developer shall submit revised Construction Plans within a reasonable time from the date of rejection. Upon resubmission, the City shall review and approve or disapprove the revised Construction Plans within 10 days of submittal. This process shall repeat until the Construction Plans are approved by the City.

4.3 Modification of Construction Plans. Prior to completion of the Improvements as certified by the City, if Developer desires to make any substantial change in the Construction Plans which significantly affects the Project, Developer shall submit the proposed change to the City for approval. If the Construction Plans, as modified, conform to the requirements of this Agreement and meet all applicable ordinances, the City shall approve the proposed change and notify Developer in writing of its approval. If the City disapproves the modification of the Construction Plans, the City shall notify Developer within 10 days of submission and Developer

may submit revised, modified Construction Plans within a reasonable time from the date of rejection. This process shall repeat until modified Construction Plans are approved by the City.

4.4 Time of Performance. Developer shall promptly begin and diligently prosecute to completion construction of the Improvements and, subject to Unavoidable Delays and performance by or acts of the City, the construction of the Improvements shall be commenced and completed within 12 months from the date of this Agreement. Developer may, however, request an extension of time from the City, which extension shall not be unreasonably withheld. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.

4.5 Surveying. Developer shall provide all staking, surveying, and material testing for the Improvements to ensure the completed Improvements conform to the approved plans and specifications. The City will provide for overview inspection and shall be notified of all tests to be performed and will be provided with copies of all test results. Any additional testing and inspection that is required by the City shall be provided by the Developer at the Developer's expense.

4.6 Grading Plan / Site Grading. A grading plan must be submitted and approved by the City's Engineer. Site grading shall be completed by Developer at its own cost and expense and be approved by the City's Engineer.

4.7 Erosion Control. Prior to site grading, and before any construction is commenced or building permits are issued, a construction site erosion and sediment control plan and a stormwater management plan shall be submitted, reviewed, and approved by the City. Erosion control shall be carried out pursuant to approved plans consistent with City, State, or federal requirements, whichever are more restrictive. Erosion control shall be carried out pursuant to all applicable state codes and statutes, and ordinances of the City. Developer shall cause all grading, excavation, open cuts, side slopes, and other land surface disturbances to be mulched, seeded, sodded, or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer. All drainage and erosion control matters are subject to review and approval of the City Engineer. Construction site erosion control measures shall be installed, maintained, and upon completion of the Project, removed.

4.8 License. Developer hereby grants to the City, its agents, employees, officers and contractors a temporary license to enter the Property to perform all work and inspections deemed appropriate by the City. Such license shall terminate upon completion of the Project.

4.9 Conditions of Site Plan. The City and Developer stipulate and agree that conditions regarding the City's approval of the Site Plan will include, but are not limited to, the following, each of which are at Developer's sole cost and expense:

- (a) There shall be no more than 20,000 square feet of total accessory building area.

- (b) There shall be a consolidated main nursery structure comprising approximately 9,000 square feet and supporting cage areas.
- (c) There shall be an emergency access to 109th street as required by the conditions of the Washington County Access Permit to provide and permit primary egress and ingress to the facility from Jamaca Avenue.
- (d) The surface of the parking lot must be dustless and a maintenance plan submitted outlining the care to maintain the dustless surface.
- (e) Illumination of the parking lot shall comply with the Code.
- (f) The parking lot must comply with ADA standards, including materials and proximity to the front entrance of the facility.
- (g) The Site Plan shall show all fence detail for all proposed fencing areas, including the cage areas.
- (h) The plans for the septic system upgrade/improvement based on the new facility location must be identified on the Site Plan.

4.10 Conditions to Landscaping Plan. Developer shall submit a landscape plan in conformance with the final Site Plan which is generally consistent with the 2020 Site Plan, with such changes as may be necessary to accommodate the emergency access to 109th Street. Developer shall guaranty all landscape plants for not less than two winter seasons. The landscaping Improvements shall not be deemed complete by the City until the City has verified survivability of all required plantings through two dormancy periods. For purposes of this Agreement “dormancy period” means October 1 through April 15.

4.11 Utilities. All utilities are subject to review and approval by the City. A drainage and utility easement shall be provided along the perimeter of the Property in accordance with the City’s Code.

4.12 Review, Professional, and Inspection Fees and Costs for Improvements. Except as otherwise specified in this Agreement, Developer shall pay all costs incurred by it or the City in conjunction with the development of the Property and construction of the Improvements, including, but not limited to, planning, engineering and inspection expenses, and legal fees incurred in connection with the preparation of this Agreement any amendments hereto, and all costs and expenses incurred by the City in monitoring and inspecting the development of the Property and construction of the Improvements. Unless required to be paid as a condition of the approval of this Agreement, all such amounts shall be paid within thirty (30) days after being invoiced. Invoices from the City to Developer shall be mailed to Developer at the address set forth in Section 11.1, or such other address as Developer provides in writing to the City.

Legal Fees. Developer agrees to pay all of the City’s legal fees and costs incurred in relation to the development of the Property, whether performed by the City Attorney or his designee, including, but not limited to, the review of all

documents, plans, and plats submitted by Developer, the negotiation and drafting of this Agreement, all legal research, the drafting of any related documents, including ordinances, as well as any time incurred in the various and miscellaneous involvements which have been or are required during the development processes.

Engineering. Developer agrees to pay all of the City engineering fees and costs incurred in relation to the approval of this Project, whether provided by the City Engineer, a staff engineer or technician or designated employee or by a consultant, including, but not limited to, the review of all documents, plans, and plats submitted by Developer, and oversight of the Project.

Planning. Developer agrees to pay all of the City's planning fees and costs incurred in relation to the approval of this Project, whether provided by staff, technicians, designated employees, or by a consultant, including, but not limited to, the review of all documents, plans, and plats submitted by Developer, and oversight of the Project.

Inspection Fees and Costs. Developer agrees to reimburse the City for the costs of inspection and related services provided by the City or by a consultant on the basis of all such services rendered. The inspector of the Improvements on behalf of the City shall be chosen by the City. In the event that the inspector chosen by the City for site inspection during the improvement construction phase is someone other than an employee of the City, the City Engineer may require involvement by a firm in oversight of those inspection processes from time to time as deemed necessary.

4.13 Contracts. All contracts entered into by Developer for construction of the Improvements shall provide for a guarantee of the workmanship and materials for a period of one year following the completion of the Improvements. All such contracts shall also conform to the ordinances and specifications of the City in the construction of all Improvements and the directives of the City Engineer.

4.14 Certificate of Compliance. Upon completion of any permitted work related to the Improvements, Developer shall comply with the requirements set forth in the Code and obtain a certificate of compliance. If applicable, a certificate of occupancy shall not be issued by the City until Developer has secured a Certificate of Compliance. In the event the City does not issue Developer a Certificate of Compliance, the City shall provide Developer a written statement indicating which criteria Developer has failed to complete construction of the Improvements and what measures or steps will be necessary for Developer to take or perform in order to obtain a Certificate of Compliance. A Certificate of Compliance shall not be unreasonably withheld by the City.

**ARTICLE V
ASSIGNMENT AND TRANSFER**

5.1. Representation as to Development. Developer's undertakings pursuant to this Agreement are, and will be used, for the purpose of development of the Property and not for speculation in land holding. Developer further recognizes that in view of (i) the importance of the Property to the general welfare of the community, and (ii) the substantial financing and other public aids that have been made available by the City for the purpose of making such development possible, subject to performance by the City and Unavoidable Delays, the Improvements will be constructed in a timely and workmanlike manner.

5.2. Assignment and Transfer. The City recognizes that Developer, once the Improvements have been constructed, may wish to transfer, assign, or sell the Project to a third party. Developer shall have the right, at any time, to assign the Project to: (i) any affiliate, subsidiary or parent corporation of Developer; (ii) any corporation into which Developer or any such subsidiary, parent or affiliate may merge or be consolidated with; and (iii) any corporation or partnership or company that acquires substantially all of the assets of the Developer, provided that the assignee, in writing, assumes all the corporate obligations of Developer under this Agreement.

**ARTICLE VI
EVENTS OF DEFAULT**

6.1 Events of Default. The following shall be "Events of Default" under this Agreement and the term "Events of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (a) Failure by Developer or the City to comply with or meet any one of the provisions of this Agreement, including time deadlines as outlined herein.
- (b) Failure by Developer or the City to substantially observe or perform any material covenant, condition, obligation, or Agreement on its part to be observed or performed under this Agreement.
- (c) Failure by Developer to pay any monetary obligation required by this Agreement.

6.2 Remedies on Default.

- (a) Upon the occurrence of an Event of Default for any reason, the non-defaulting party shall give written notice of the default to the defaulting party. If the Event of Default is not cured or waived, or the period for cure extended, within thirty (30) days of said notice, then the parties shall have all rights available at law including the filing of a lawsuit to compel performance by, or to obtain a money judgment against, the defaulting party. The prevailing party to such an action shall be entitled to an award of its costs, expenses and reasonable attorney's fees.

- (b) If the Event of Default is the failure to pay or reimburse expenses or monies due under the terms of this Agreement, then the amount claimed shall bear interest at a rate of 12% per annum, until paid in full (unless later agreed or adjudicated not to have been due and owing) from the date the period to cure expires.

6.3 No Remedy Exclusive. No remedy in this Agreement conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

6.4 No Additional Waiver Implied by One Waiver. In the event any provision contained in this Agreement is breached by any party and thereafter waived in writing by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE VII REPRESENTATIONS AND WARRANTIES OF CITY

7.1 Legal Authority. The City represents and warrants to the Developer that it has the power, authority and legal right to perform all of the covenants and obligations required to be entered into or performed by the City, as the case may be, under this Agreement.

7.2 Validity. The City represents to Developer that it is empowered to execute and deliver this Agreement and any other agreements and documents, if any, required hereunder to be executed and delivered by the City. This Agreement has been and each such document at the time it is executed and delivered will be duly executed and delivered on behalf of the City. When executed and delivered to Developer, all such agreements shall constitute a legal, valid and binding obligation of the City, enforceable in accordance with its terms.

7.3 No Conflict. City represents to the Developer that the execution and delivery of this Agreement, the consummation of the transactions contemplated in this Agreement, and the execution and delivery of the documents required to be executed, delivered or acknowledged by City will not violate any applicable statute, rule, regulation, judgment, order or decree of the State of Minnesota or a court having jurisdiction over City or its properties.

ARTICLE VIII REPRESENTATIONS AND WARRANTIES OF DEVELOPER

8.1 Legal Authority. Developer represents and warrants to the City that it is the fee owner of the Property and that all proceedings of Developer necessary to authorize the negotiation and execution of this Agreement and the consummation of the transaction contemplated by this Agreement have been taken in accordance with applicable law.

8.2 Validity. Developer represents to the City that to the best of Developer's knowledge, this Agreement and all other documents required to be executed and delivered by Developer have been duly and validly authorized, executed and delivered by Developer and will be enforceable against Developer in accordance with their terms.

8.3 No Conflict. Developer represents to the City that the execution and delivery of this Agreement, the consummation of the transactions contemplated in this Agreement, and the execution and delivery of the documents required to be executed, delivered or acknowledged by Developer will not violate any provision of Developer's Articles of Organization, Operating Agreement, or any applicable statute, rule, regulation, judgment, order or decree of the State of Minnesota or a court having jurisdiction over Developer or its properties.

ARTICLE IX INSURANCE

9.1 Contract Insurance. Contractors engaged by Developer to perform the work required by this Agreement with the public rights-of-way shall, prior to commencing such work, submit to the City acceptable proof of the following coverages. Further, these certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least ten days written notice has been given to the City. Developer shall file a Certificate of Insurance provided by Developer's contractors showing the City as additional insured and containing a ten day notice to the City of cancellation:

- (a) Unemployment and workers' compensation insurance which is in strict compliance with state laws.
- (b) Comprehensive personal and public liability insurance which is not less than \$5,000,000.
- (c) Comprehensive property damage insurance having limits of not less than \$5,000,000.
- (d) Comprehensive automobile liability and property damages insurance for operations of all hired and non-hired motor vehicles of not less than \$1,000,000.

The coverages identified herein shall remain in force and effect through the expiration of all warranty periods described in this Agreement.

ARTICLE X MISCELLANEOUS PROVISIONS

10.1 Clean-up and Property Maintenance. Developer shall be responsible for cleaning up any debris resulting from construction of Improvements by Developer, its contractors, and subcontractors. Developer, through its employees, contractors or agents, agrees to maintain and keep the Property, landscaping, parking lots and other site improvements in a safe, well-kept

manner. Developer shall exercise reasonable care to prevent trash, garbage, litter, or other refuse from accumulating on the Property.

10.2 Compliance with Code of Ordinances. This Agreement and all work and improvements required by this Agreement shall be performed and carried out in strict compliance with and subject to the provision of the City's Code of Ordinances.

10.3 Restrictions on Use. Developer agrees it shall devote, develop and use the Property in accordance with the uses specified in the property covenants and this Agreement. This restriction shall lapse automatically if at any subsequent time, the recorded property covenants lapse, expire, or are otherwise lawfully terminated. The benefits and burdens of this Agreement shall be deemed covenants which run with the land and shall be binding on the successors and assigns of Developer.

10.4 Indemnification. With the exception of the gross negligence or willful misconduct of any officer, agent or employee of the City, Developer, and its successors and assigns, shall indemnify, hold harmless and defend the City and its officers, agents and employees from any and all liability, losses, costs, damages and expenses or liabilities, including attorneys' fees, resulting from third party personal injury or property damage claims, actions or judgments predominately occurring on and related to the Property.

10.5 Conflicting Plans. The site plan shall be developed in accordance with the Construction Plans and the conditions stated in this Agreement. In the event of a conflict between the site plan on file with the City and the written terms of this Agreement, the written terms of this Agreement shall control.

10.6 Conflicts of Interest. No member, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. Provided, however, that after this Agreement has been signed, a member, official, or employee of the City may have contact and business relations with Developer relating to the Project only if a full disclosure is made to the City Council, and the business relation does not impair the exercise of said member's, official's, or employee's independent judgment on behalf of the City. No member, official, employee, or consultant of the City shall be personally liable to Developer, or any successor of interest, in the event of any default or breach by the City for any amount which may become due to Developer or successor, or on any obligation under the terms of this Agreement.

10.7 Property Taxes. Developer covenants that it shall pay all property taxes duly levied against the Property in accordance with applicable state law.

10.8 Construction. Any and all damage to completed Improvements, public or private, caused by construction of the Project shall be repaired by the Developer, as determined by the City Engineer.

10.9 Engagement of Qualified Contractors. Developer agrees to engage a general contractor for all work included in this Agreement who is qualified to perform the work, and who is selected at Developer's sole discretion.

**ARTICLE XI
GENERAL PROVISIONS**

11.1 Notices and Demands. Except as otherwise expressly provided in this Agreement, any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered when mailed by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the addresses below, or at such other addresses with respect to either such party as that party may, from time to time, designate in writing.

If to Developer: Wildlife Rehabilitation Center of Minnesota
2530 Dale St. N.
Roseville, MN 55113

If to City: City of Grant
Attn: City Administrator
PO Box 577
Willernie, MN 55090

With copy to: Eckberg Lammers, P.C.
Attn: Nick Vivian
1809 Northwestern Ave
Stillwater, MN 55082

11.2 Entire Agreement. The entire agreement of the parties has been set forth in this Agreement and there are no representations, warranties or agreements between the parties except as set forth in this Agreement. Developer agrees that the City, its agents and employees, shall not be liable for any representations, warranties or agreements not contained in this Agreement and that if any such representations, warranties or agreements have been made, they are wholly unauthorized and not binding upon the City. Developer expressly waives any claims for damages or for rescission because of any representations, warranties or agreements made by the City, its agents or employees, other than as contained in this Agreement. All prior agreements, written or oral, concerning the subject matter of this Agreement are cancelled and superseded.

11.3 Modifications in Writing. Neither this Agreement nor any of the provisions of this Agreement may be changed, waived, discharged or terminated except by an instrument in writing signed by the party against whom such enforcement of the change, waiver, discharge or termination is sought.

11.4 Binding Effect and Assignment. This Agreement shall continue to bind and inure to the benefit of the parties and their respective representatives, heirs, successors and assigns.

11.5 Severability of Provisions. It is intended each provision of this Agreement shall be viewed as separate and divisible, and in the event that any provision shall be held to be invalid, the remaining provisions shall continue to be in full force and effect.

11.6 Governing Law. This Agreement and its construction, interpretation, and enforcement and the rights of the parties shall be determine under, governed by and construed in accordance with the internal laws of the State of Minnesota, without regard to principles of conflict of law. Each of the parties agrees that all actions or proceedings arising in connection with this Agreement shall be tried and litigated, at the sole option of City, in any court in which the City shall initiate legal or equitable proceedings and which has subject matter jurisdiction over the matter in controversy.

11.7 Waiver of Jury Trial. **THE PARTIES JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY WITH REGARD TO ANY ACTIONS, CLAIMS, DISPUTES OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES REPRESENTS THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.**

11.8 Additional Representations. Each party acknowledges and agrees it (i) has been given a full and fair opportunity to discuss and negotiate the terms of this Agreement, (ii) understands and fully agrees with the provisions of this Agreement, (iii) has carefully read this Agreement; (iv) a copy of this Agreement was available to them prior to the execution thereof; (v) has been given adequate time in which to execute the Agreement; (vi) knows and understands the provisions of this Agreement; and (vii) has signed this Agreement knowingly and voluntarily.

11.9 Further Acts. Each party to this Agreement agrees to perform any further acts and deliver any documents as may be reasonably necessary to carry out the provisions of this Agreement.

11.10 Recordation. The City may record a copy of this Agreement, or a memorandum thereof, in the office of land records in and for Chisago County, Minnesota.

11.11 Headings. The headings in this Agreement are included for convenience and reference only and should not be construed a part of this Agreement for any other purpose.

11.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original; however, in no event shall the Agreement be deemed fully executed without the signatures of all parties.

[Signature page follows.]

EXHIBIT A

Legal Description of the Property

EXHIBIT B

Conditional Use Permit

EXHIBIT C

Site Plans

CITY OF GRANT
MINUTES

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DATE : February 7, 2023
TIME STARTED : 7:12 p.m.
TIME ENDED : 8:033 p.m.
MEMBERS PRESENT : Councilmember Carr, Rog, Giefer,
and Mayor Huber
MEMBERS ABSENT : None

Staff members present: City Planner, Jennifer Swanson; City Treasurer Sharon Schwarze and
Administrator/Clerk, Kim Points

CALL TO ORDER

The meeting was called to order at 7:12 p.m.

PUBLIC INPUT

PLEDGE OF ALLEGIANCE

SETTING THE AGENDA

**Council Member Giefer moved to approve the agenda, as presented. Council Member Rog
seconded the motion. Motion carried unanimously.**

CONSENT AGENDA

- January 3, 2023 City Council Meeting Minutes Approved
- January 2023 Bill List, \$102,217.71 Approved
- Bremer Bank, Road Bond, \$81,254.80 Approved
- Administrator/Clerk Monthly Medical, \$1,300.00 Approved
- Extension of Assessor Contract, Todd Smith Approved

**Council Member Giefer moved to approve the consent agenda, as presented. Council Member
Carr seconded the motion. Motion carried unanimously.**

STAFF AGENDA ITEMS

City Engineer, Brad Reifsteck

1 **Consideration of Resolution No. 2023-05, Speed Limit Policy on City Gravel Roads – City**

2 Engineer Reifsteck advised Grant has several posted speed limits on local streets in the city that were
3 set based on MnDOT speed studies or on County or State roadways. At this time, if speed limits are
4 not posted on a street the statutory speed is 30 mph in an urban district, 35 mph in a rural residential
5 district and 55 mph on all other roadways.

6
7 The city of Grant currently has just over 15 miles (22 %) of all roadways (paved or gravel) with
8 posted speed limits greater than 35 mph. Township Roads, County Roads or State Trunk Highways
9 are not included. The current speed limits on all roadways in the City of Grant are shown on Figure 1
10 of the attached Tech Memo.

11
12 The city requested WSB to evaluate two alternatives for reducing speed limits on all local roadways
13 to 35 mph or less.

14
15 The first alternative includes a citywide maximum 35mph speed limit on all local roadways (paved or
16 gravel), see figure 3 in the attached Tech Memo. Any existing streets currently posted less than 35
17 mph would remain at their current posted speed limit. Should this alternative be considered, it would
18 be recommended that the street being changed should have any existing speed limits signs removed
19 and a new 35 mph speed limit sign posted (approximately 30 signs).

20
21 The second alternative includes reducing speeds to 35 mph on all gravel roadways see figure 5 in the
22 attached Tech Memo. Like Alternative 1, some of the gravel roadways currently have speed limits of
23 35 mph or less. With this alternative, some paved roadways will remain at 40mph, 45 mph, 50 mph.
24 Should this alternative be considered, it would be recommended that the streets being changed
25 should have any existing speed limit signs removed and a new 35 mph speed limit posted.

26
27 Based on the review of the speed limit alternatives, Alternative 1 above, with maximum of 35 mph on
28 all local streets as shown in Figure 3 is recommended. The preliminary estimated cost to remove the
29 existing speed limit signs and installation of approximately 30 new 35 mph speed limit sign would be
30 approximately \$7,500.00.

31
32 Should the City Council determine that they would be in favor of reducing speed limits on local
33 streets, the following steps are required:

- 34
35
- 36 • Approve Speed Limit Policy and Resolution adopting the reduced speed limits on local
roadways.
 - 37 • Prepare an implementation signing plan showing the removal of existing signs and installation
38 of new speed limit signs.
 - 39 • Prepare a communication plan informing the community on the speed limit changes and that
40 lowering the speed limits will create safer roadways for both vehicles and pedestrians. At a
41 minimum this would include:
 - 42 ○ Preparation of articles and maps in the city newsletter
 - 43 ○ Announcement at Community events and City Meetings
 - 44 ○ Press Release
- 45

1 Council Member Carr moved to adopt Resolution No. 2023-05 up to the amount of \$5,000.00.
2 Council Member Giefer seconded the motion. Motion carried unanimously.

3
4 City Planner, Jennifer Swanson (no action items)

5
6 City Attorney, Nick Vivian (no action items)

7
8 **NEW BUSINESS**

9 **PUBLIC HEARING, Consideration of Ordinance No. 2023-72, 2023, Moratorium on Land Use**
10 – Staff advised a recent Land Use application raised several questions regarding storage land use
11 within the City of Grant. Staff is recommending the Council approve a moratorium on storage land
12 use so the current ordinances relating to storage can be studied.

13 Council Member Rog moved to open the public hearing at 7:39 p.m. Council Member Giefer
14 seconded the motion. Motion carried unanimously.

15 Mr. Jerry Helander, 6261 Jasmine Avenue, came forward and expressed concern regarding the public
16 hearing notice that was published in the newspaper.

17 Council Member moved to close the public hearing at 7:45 p.m. Council Member Rog
18 seconded the motion. Motion carried unanimously.

19 Council Member Rog moved to approve Ordinance No. 2023-72, as presented. Council
20 Member Giefer seconded the motion. Motion carried with Council Member Carr voting nay.

21 Consideration of Resolution No. 2023-04, Summary Publication of Ordinance No. 2023-72 –
22 Staff advised Resolution No. 2023-04 authorizes a summary publication of Ordinance No. 2023-72.

23 Council Member Giefer moved to adopt Resolution No. 2023-04, as presented. Council
24 Member Rog seconded the motion. Motion carried unanimously.

25 Consideration of Planning Commission Appointment, David Tronrud – Staff advised

26 Mayor Huber moved to appoint Mr. David Tronrud to the Planning Commission, as presented.
27 Council Member Carr seconded the motion. Motion carried unanimously.

28 Consideration of City Council Meeting Start Time – Staff requested the City Council consider a
29 6:30 p.m. meeting start time to be consistent with the Planning Commission.

30 Council Member Carr moved to change the City Council Meeting time to 6:30 p.m. Council
31 Member Rog seconded the motion. Motion carried unanimously.

32 Consideration of Resolution No. 2023-06, Fill Vacancy on the Grant City Council – Staff advised
33 a vacancy on the City Council was declared at the January meeting. The Council can now consider
34 an appointment to fill that vacancy.

35 Mayor Huber moved to adopt Resolution No. 2023-06, appointing Mr. Robert Tufty to the City
36 Council Vacancy. Council Member Giefer seconded the motion. Motion carried unanimously
37 with a roll call vote.

38
39 **UNFINISHED BUSINESS**

1 There was no unfinished business.

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

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

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

5 Mayor Huber advised the City Council engaged in a work session last month regarding benefits for
6 City positions. The City of Grant is the only City that does not provide any benefits. The Council
7 determined they wanted to rectify that for two reasons: 1) health insurance is very expensive and the
8 Council agreed to set up a health reimbursement account (HCA) in the amount of \$1,300.00 per
9 month; and 2) to provide for continuity within the City for contractors and consultants. Filling future
10 positions in the City will prove to be much easier if the City has a full package.

11 Council Member Carr added that the Administrator/Clerk has been underpaid for a long time. It is
12 good to do this and it doesn't go against the Comprehensive Plan.

13 Council Member Rog stated the Administrator/Clerk does a very good job and the City should try to
14 keep her in place.

15 **A City Council Work Session was scheduled for Wednesday, February 15th at 6:30 p.m., in
16 person at Town Hall.**

17

18 **COMMUNITY CALENDAR FEBRUARY 8 THROUGH FEBRUARY 28, 2023:**

19

20 **ADJOURNMENT**

21 **Mahtomedi Public Schools Board Meeting, Thursday, February 9th and February 23rd,
22 Mahtomedi District Education Center, 7:00 p.m.**

23 **Stillwater Public Schools Board Meeting, Thursday, February 9th, Stillwater City Hall, 7:00
24 p.m.**

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

26 **Council Member Giefer moved to adjourn the meeting at 8:03 p.m. Council Member Rog
27 seconded the motion. Motion carried unanimously.**

28

29 These minutes were considered and approved at the regular Council Meeting March 7, 2023.

30

31

32

33

34 _____
Kim Points, Administrator/Clerk

Jeff Huber, Mayor

35

36

City Council report for February 2023

To: Honorable Mayor & City Council Members

From: Jack Kramer Building Official

City Code Violations:

No new Violations to Report.

Building Permit Activity:

Thirty-one (31) Building Permits have been issued with a total valuation of \$ 2,652,319.63.

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".

Jack Kramer

Building Official

2023-19	Furnace & Air Cond.	Seidl	10055 Ideal Ave.N.	1/20/2023	N/A		\$	80.00	\$	60.00	
2023-20	Furnace	Collins	11695 Lockridge Ave.	1/21/2023	N/A		\$	80.00	\$	60.00	
2023-21	HVAC Remodel	Piazza	8230 Ingberg Ct. N.	1/21/2023	N/A		\$	80.00	\$	60.00	
2023-22	Bath Remodel	Reichel	8117 Kimbro Ave. N.	1/21/2022	N/A		\$	195.25	\$	146.43	
2023-23	Plumbing Remodel	Reichel	8117 Kimbro Ave. N.	1/21/2022	N/A		\$	80.00	\$	60.00	
2023-24	Bathroom Plumbing	Anderson	11719 Dellwood Road	1/24/2023	N/A		\$	80.00	\$	60.00	
2023-25	Wood Fireplace	Burkowski	6255 Keswick Ave. N.	1/27/2023	N/A		\$	80.00	\$	60.00	
2023-26	Furnace	Hartman	11765 Dellwood Rd. N.	1/29/2023	N/A		\$	80.00	\$	60.00	
2023-27	Plumbing Remodel	Doerr	7192 Keats Ave. N.	1/31/2023	N/A		\$	80.00	\$	60.00	
2023-28	Interior Railing	Cornett	11959 Imperial Ave. N.	2/3/2023	\$	5,000.00	\$	111.25	\$	83.43	
2023-29	Plumbing Remodel	Cornett	11959 Imperial Ave. N.	2/3/2023	N/A		\$	80.00	\$	60.00	
2023-30	Solar Energy	Divertie	10196-67th. Ln. N	2/6/2023	\$	8,550.00	\$	167.25	\$	125.43	
2023-31	Water Heater	Olsen	9831- Justen Trail N.	2/6/2023	N/A		\$	80.00	\$	60.00	
2023-32	Accessory Bldg.	Grzesik	6495 Ideal Ave.N.	2/7/2023	\$	150,000.00	\$	1,273.93	\$	955.44	
2023-33	Furnace	Anderson	8660 kimbro Ln. N.	2/8/2023	\$	16,000.00	\$	265.25	\$	188.93	
2023-34	Windows	Conzemius	8105 Janmaca Ave.	2/9/2023	\$	50,419.63	\$	650.75	\$	488.06	
2023-35	Interior Remodel	Patnoe	10980 Lansing Ave.	2/9/2023	\$	65,000.00	\$	853.75	\$	640.31	
2023-36	Pole Bldg.	Waldoch	11835 Isleton Ave. N.	2/10/2023	\$	97,725.00	\$	979.75	\$	734.81	
2023-37	Water Heater	Woessner	10944 Dellwood Rd. N.	2/11/2023	N/A		\$	80.00	\$	60.00	
2023-38	Furnace	Johnson	10055-67th. Ln. N.	2/11/2023	N/A		\$	80.00	\$	60.00	
2023-39	Windows	MacCarthy	11565 Hillcrest Ct N.	2/11/2023	\$	14,315.00	\$	250.25	\$	187.68	
2023-40	Remodeling	Essling	11450 Jasmine Ave. N.	2/13/2023	\$	158,460.00	\$	1,324.15	\$	993.11	
2023-41	Re-Roof	Rose	9657-75th. St. N.	2/13/2023	\$	52,000.00	\$	657.75	\$	493.31	
2023-42	Re-Roof	James	8668 Jamaca Ave. N.	2/13/2023	\$	22,000.00	\$	349.25	\$	261.93	
2023-43	House & Garage	Tweden	7211 Lone Oak Trail	2/14/2023	\$	2,000,000.00	\$	8,758.75	\$	6,569.06	
2023-44	Fire Alarm	Cedar Ridge	11400 Julieanne Ave.N	2/14/2023	\$	750.00	\$	32.15	\$	24.11	
2023-45	Water Softener	Young	6950 Lake Elmo Ave.N.	2/16/2023	N/A		\$	80.00	\$	60.00	
2023-46	Gas Fireplace	Wiechmann	7125 Loan Oak Trail N.	2/16/2023	N/A		\$	80.00	\$	60.00	
2023-47	Sewer Repair	Schulte	9785 Justen Trail N.	2/24/2023	N/A		\$	80.00	\$	60.00	
2023-48	HVAC Remodeing	Essling	11450 Jasmine Ave. N.	2/25/2023	N/A		\$	80.00	\$	60.00	
2023-49	Solar System	Schmiesing	10470=76th. St. N.	2/25/2023	\$	12,100.00	\$	223.25	\$	167.43	
Monthly total						\$	2,652,319.63	\$	17,372.73	\$	13,019.47