

Date range: 08/29/2011 to 08/29/2011

<u>Vendor</u>	<u>Date</u>	<u>Check #</u>	<u>Total</u>	<u>Description</u>	<u>Void</u>	<u>Account #</u>	<u>Detail</u>
Payroll Period Ending 08/29/2011	08/29/2011	11486	\$3,293.22		No	100-41101-100	\$3,293.22
Mike Perron	08/29/2011	11487	\$1,424.76	Bushing/Sales Use Tax	No	100-43114-300	\$1,424.76
David's Consulting	08/29/2011	11498	\$9,630.24	Roadside Services/Tax	No	100-43101-300 100-43114-300 100-43115-300	\$390.00 \$6,072.02 \$3,168.22
Dennis Heuer	08/29/2011	11489	\$749.87	Ballfield Maintenance/Mowing/Tax	No	100-43006-300 100-43009-300 805-49310-300	\$267.81 \$160.68 \$321.38
Brochman Blacktopping Co.	08/29/2011	11490	\$11,990.00	Roads/Pothole Repair	No	100-43109-300	\$11,990.00
Kirne Bros Excavating	08/29/2011	11491	\$12,321.25	Road Services	No	100-43101-300 100-43109-300 100-43111-220	\$4,866.25 \$6,900.00 \$555.00
Swanson Haskamp Consulting	08/29/2011	11492	\$3,413.80	Planning	No	100-41209-300 809-49310-430 828-49310-430 831-49310-430	\$2,162.55 \$633.75 \$97.50 \$520.00
Washington County Sheriff	08/29/2011	11493	\$53,012.72	Police Services Jan-Jun2011	No	100-42001-300	\$53,012.72
Smith Appraisal Service	08/29/2011	11494	\$5,432.50	1st Quarter Assessment Fees	No	100-41209-300	\$5,432.50
Xcel Energy	08/29/2011	11495	\$127.82	Utilities	No	100-43004-381 100-43010-381 100-43117-381	\$47.99 \$10.15 \$69.68
Qwest	08/29/2011	11496	\$159.06	City Phone	No	100-41309-321	\$159.06
Dustcoating, Inc.	08/29/2011	11497	\$912.00	Dust Control	No	100-43107-210	\$912.00
Waste Management	08/29/2011	11498	\$4,347.38	Recycling	No	100-43011-384	\$4,347.38
City of Willemie	08/29/2011	11499	\$2,851.97	Office Rent/Jan-June2011	No	100-41316-210	\$2,851.97
Ken Roman	08/29/2011	11500	\$190.00	CableCast	No	100-41318-300	\$190.00
Press Publications	08/29/2011	11501	\$46.58	Publication	No	100-41308-300	\$46.58
Sprint	08/29/2011	11502	\$42.00	City Call Phone	No	100-43116-321	\$42.00
Payment/Rentance Center	08/29/2011	11503	\$167.09	Credit Card/Quill Corp.	No	100-41313-200	\$167.09

City of Grant

Disbursements List

08/29/2011

Vendor	Date	Check#	Total	Description	Void	Account#	Detail
Eckberg Lammers	08/29/2011	11504	\$3,698.53	Legal Services	No	100-41204-300	\$892.00
					No	100-41205-300	\$1,022.41
					No	100-41206-300	\$1,563.12
					No	801-49310-430	\$56.00
					No	826-49310-430	\$70.00
WSB & Associates	08/29/2011	11505	\$5,968.00	Engineering	No	828-49310-430	\$105.00
PERA	08/29/2011	11506	\$609.27	PERA	No	100-41203-300	\$1,386.00
					No	100-43102-300	\$899.00
					No	100-43123-300	\$168.00
					No	100-43125-300	\$525.00
					No	809-49310-430	\$560.00
On Site Sanitation	08/29/2011	11507	\$416.82	June/July/Aug	No	810-49310-430	\$183.00
					No	100-43007-210	\$2,247.00
					No	100-41102-120	\$327.20
					No	100-41113-100	\$282.07
					No	100-41103-100	\$345.25
IRS	08/29/2011	EFT 12	\$1,077.01	Payroll Taxes - August	No	100-41107-100	\$476.77
					No	100-41110-100	\$189.55
					No	100-41110-100	\$189.55
					No	100-41112-100	\$65.44
Total For Selected Checks			\$121,861.89				\$121,861.89

Date range: 08/02/2011 to 08/02/2011

<u>Vendor</u>	<u>Date</u>	<u>Check #</u>	<u>Total</u>	<u>Description</u>	<u>Void</u>	<u>Account #</u>	<u>Detail</u>
Croix Valley Inspector	08/02/2011	11484	\$5,181.83	Building Inspector	No	100-42004-300	\$5,181.83
Magnuson Law Firm	08/02/2011	11485	\$7,000.00	Nielsen Matter	No	100-41205-304	\$7,000.00
Total For Selected Checks			\$12,181.83				\$12,181.83



WASHINGTON CTY SHERIFF
 15015 62ND ST N
 PO BOX 3801
 STILLWATER MN 55082

INVOICE	
Invoice Number:	70107
Account Number:	27164
Due Date:	09/04/11
Amount Enclosed:	\$ _____
Federal Tax Id: 41-6005919 <i>M</i>	

TO: GRANT CITY
 PO BOX 577
 WILLERNIE MN 55090

Please return top portion with payment. Thank You.

Invoice					
Date	Type	Number	Due Date	Remark	Amount
08/04/11	RI	70107 001	09/04/11	Jan-Jun 2011 Police Services	53,012.72
I declare under the penalties of law that this account claim or demand, is just and correct and no part of it has been paid. Please make check payable to Washington County and mail to the address above. <i>Mary N...</i> 651-430-7979					Invoice Total \$53,012.72 Sales Tax \$0.00 Balance Due \$53,012.72

MEMORANDUM

Date: August 15, 2011

To: Grant City Council

From: Stuart Grubb
11395 Lansing Ave
Grant, Minnesota
(651) 351-1614 Home
(651) 247-2045 Mobile

Subject: Review of Conditional Use Permit
Victoria Station Property
2250 Dellwood Road

Summary

Victoria Station is a 50-acre property at the intersection of Jamaca Ave. and Dellwood Rd. (Highway 96). The property currently includes horse boarding stables for about 50 horses, two rental houses, and two rental apartments above the barns. The property is in process of being sold to a local buyer. The current Conditional Use Permit (CUP) for the site states that no one shall live in the barns and that the property can not be subdivided. It is also not clear that the City allows the houses and apartments to be rented. The prospective buyer is requesting that the City Council give an opinion about whether the CUP can be changed to allow:

1. The continued rental of the houses,
2. The continued rental of the apartments above the barns, and
3. Future subdivision of a 10-acre parcel from the property.

Background

Victoria Station is located at 2250 Dellwood Road (See attached plat map). It extends along the north side of Dellwood Road (Highway 96) from Jamaca Ave to beyond Justen Ave., and is across the street from Costa Farm.

The property has a horse boarding business (Harmony Horse Farm) and rental housing units (See attached aerial photo). The horse boarding business has a large complex of three barns (A, B, and C Barns) and an indoor riding arena. There is also a smaller barn (Q Barn), machine shed, hay storage shed, outdoor riding arenas, paddocks, and pasture. The farm currently boards about 50 horses.

Rental housing units on the site include two houses and two apartments. One apartment is located above the "B Barn" and one is located above the "Q Barn." An addition to the larger house has a kitchen, bedroom, bathroom, and a private entrance and is sometimes rented as a separate apartment. Six garages and barn space are also rented. All the units have been occupied by Victoria Station employees or rented out continually over at least the last 20 years.

The ten acres on the west side of the property are in the northeast quadrant of the intersection of Jamaca Ave. and Highway 96. The ten acres are currently unused except for a manure pile on the north end. The white fence along Jamaca Ave. has been in disrepair for several years.

Conditional Use Permit

The CUP on file at the city offices is dated April 22, 1993. Some people seem to remember a more recent permit, or at least some discussion with the City about an amended CUP, but no other records could be found.

The CUP (attached) has two provisions that are of concern:

1. Page 1, Item 2: "The 55 acre parcel shall not be further subdivided."
2. Page 3, Item 16: "No more horses than allowed by the PCA permit, to a maximum of sixty (60) horses, may be boarded on the property at any time, and no one shall live in any of the buildings other than the main house and the gate house."

Current Plans

The Victoria Station property is for sale. The current owner is Harry Miller. His son Mark Miller has Power of Attorney for the sale since Harry Miller is in poor health.

A purchase agreement has been signed with a local buyer, the Grubb Family. Stuart Grubb and his family have lived at 11395 Lansing Ave. in Grant for over 13 years. Hollis Grubb and his wife Sylvia live in Oak Park Heights.

The Grubb Family plans on operating Victoria Station much as it is now. That is, they intend to continue the Harmony Horse Farm boarding operation and rent out the houses and apartments. The number of horses on the property will not increase significantly, and the current staff will be retained. The number of tenants in the houses and apartments will stay the same or decrease. However, the Grubb Family will not purchase the property if this operation is not in compliance with Grant city ordinances and the CUP.

The ten acres on the west side of the property would be an excellent residential building site. The Grubbs plan to someday build an environmentally-friendly "Eco-house" for themselves on the property or sell it. Either way, they would like to subdivide a 10-acre lot.

Requested Action

This is not a request for a change to the CUP at this time. We are asking the City Council to discuss and give an opinion about whether the CUP can be changed to allow the following:

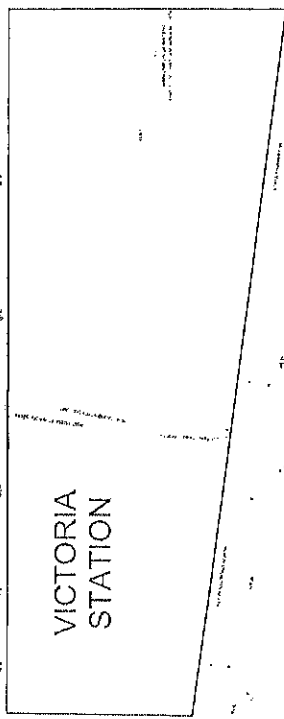
1. The continued rental of the houses,
2. The continued rental of the apartments above the barns, and
3. Future subdivision of a 10-acre parcel from the property.

This request is based on the presumption that the site and the buildings meet all building codes and other City ordinances now and in the future. The Grubb Family will not purchase the property unless it is in compliance with Grant city ordinances and the CUP, and they will not rent housing units that do not comply with building codes.

Plat System Services, Inc.
12450 Wayzata Blvd, Suite 108
Minnetonka, MN 55305
ph. 952-544-0012

S 1/2 SEC 15, T 030N, R 21W

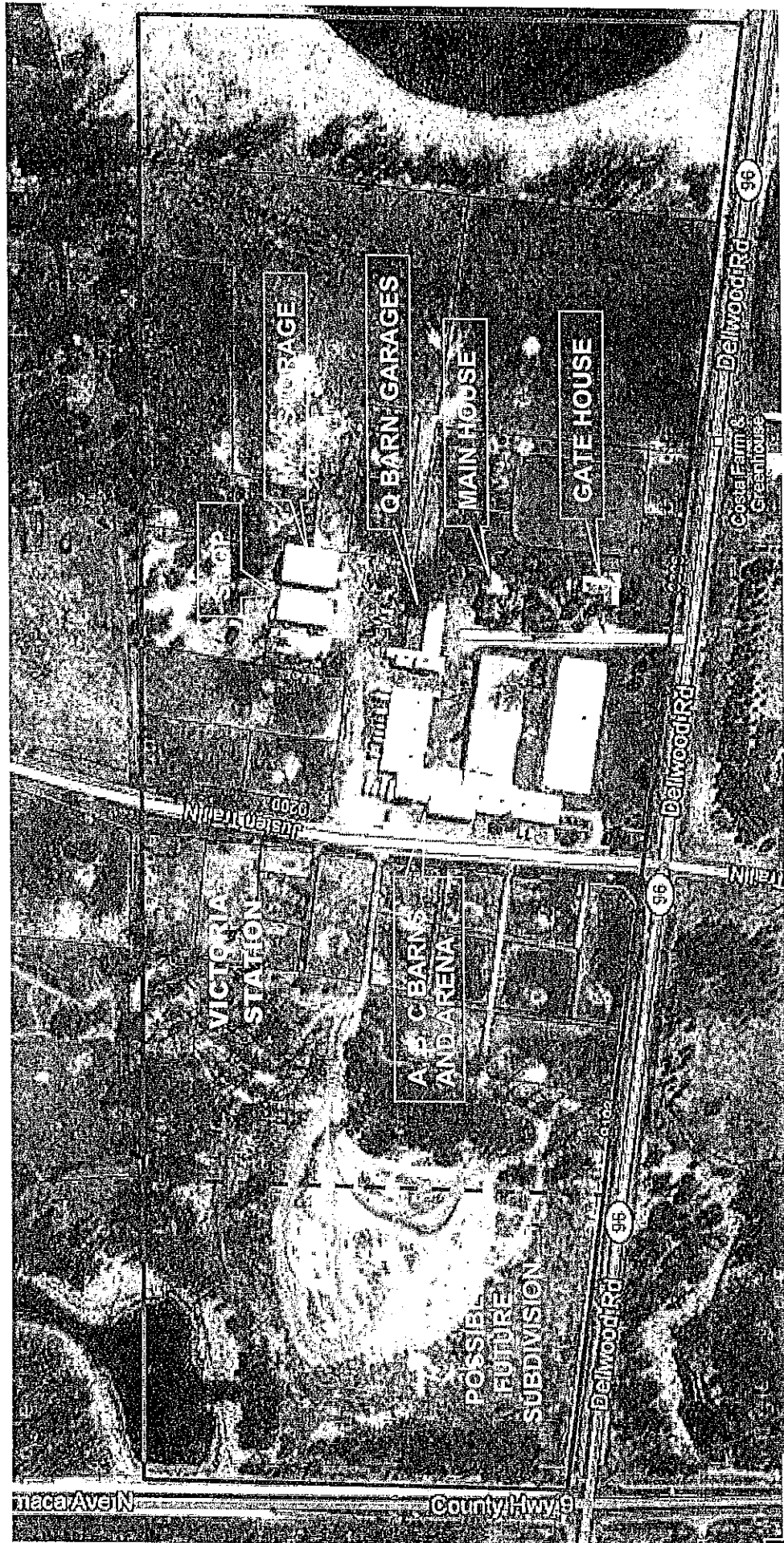
WASHINGTON COUNTY



THIS DRAWING IS THE RESULT OF A COMPILATION AND A REPRODUCTION OF LAND RECORDS AS THEY APPEAR IN VARIOUS WASHINGTON COUNTY OFFICES. THE DRAWING SHOULD BE USED FOR REFERENCE PURPOSES ONLY. PLAT SYSTEM SERVICES IS NOT RESPONSIBLE FOR INACCURACIES. WASHINGTON COUNTY IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS.

SCALE: 1 INCH EQUALS 400 FEET

REVISED DATE: AUGUST 2004



VICTORIA
STATION

A & C BARN
AND ARENA

POSSIBLE
FUTURE
SUBDIVISION

STOP

MOTOR STORAGE

O BARN GARAGES

MAIN HOUSE

GATE HOUSE

Costa Farm &
Greenhouse

Delwood Rd

Delwood Rd

96

96

96

maca Ave N

County Hwy 9

CONDITIONAL USE PERMIT
FOR
EDWARD B. McCAULEY AND JEANNETTE A. McCAULEY
VICTORIA STATION BOARD STABLE AND INDOOR RIDING ARENA

File No. _____

Date: April 22, 1953

Legal Description:

That part of the Southwest quarter (SW 1/4) of Section 15, Township 20, Range 21 lying North of the centerline of Trunk Highway No. 26, except that part included in the Plat of Victoria Station No. 1.

And also all the parts of Outlet A, Victoria Station No. 3, not included in the Deed to Alvin S. Brabender and Lucille I. Brabender recorded as Document No. 424416 in the office of the County Recorder for said County, said document were fully described in attached Exhibit A.

Owner: Edward B. and Jeannette A. McCauley
515 Stage Line Road
Hudson, Wisconsin 54316

Address of
Subject Property: 9250 Dalwood Road North
Yahontoni, Minnesota 55115

Present Zoning District: A-2

Permitted uses set forth in Ordinance 53 Section A1E

1. CONDITIONAL USE PERMIT FOR: HORSE BOARDING STABLE FLEE
INDOOR RIDING ARENA.

All uses shall be subject to the following conditions and/or restrictions imposed by the Board of Supervisors on the Town of Grant.

General Descriptions:

1. This permit allows for the operation of an equestrian facility as outlined in the submitted application package. Construction of a new 60' x 100' indoor riding arena is allowed, providing all required setbacks are met.

2. The 45 acre parcel shall not be further subdivided.

3. No business of any type not related specifically to the operation of a horse farm as addressed in the conditional use permit shall be permitted on the property.

4. All land legally described in the application is included in this permit.

5. Violation of any conditions of this permit may result in revocation of said permit.

6. Any change in plans or construction of any other facilities or living quarters not specifically permitted in this permit shall require an amended conditional use permit.

7. This permit shall be recorded against the property in the office of the Washington County Recorder.

8. A permit must be obtained from the Minnesota Pollution Control Agency prior to any animals being boarded on this property. This permit is not valid until evidence is shown that this permit has been obtained.

9. This permit shall be reviewed on an annual basis by the Grant Town Board. It shall also be reviewed each time the property is sold. The Town Board, or its designated agents, and the staff of the Washington County Department of Public Health shall have right of access to all facilities on this property during daytime hours.

10. The applicant attains and complies with all conditions of the Minnesota Pollution Control Agency feedlot permit.

11. The applicant shall provide adequate shelter in accordance with acceptable standards, both inside and outside, for the number of horses to be boarded on the subject property.

12. A building permit shall be obtained prior to the start of construction for the new facilities.

13. A certificate of compliance must be obtained from the Washington County Department of Public Health.

14. A maximum of three (3) horses shows per year are allowed. Adequate on-site parking must be provided.

15. The owner of the subject property shall keep in full force and effect general liability insurance covering personal injury and property damage arising out of the operation of the horse boarding and riding facility on the subject property. The owner shall provide the township and County with proof of insurance annually. The township shall be given ten (10) days advance notice of cancellation of the insurance policy.

16. No more horses than allowed by the P&A permit, to a maximum of sixty (60) horses, may be boarded on the property at any time, and no one shall live in any of the buildings other than the main house and the gate house. If the number of horses creates a nuisance, as defined by State statute and Town ordinances, the Town may order a reduction in the number of horses.

17. All construction and use of the property shall be consistent with the site plan.

18. Applicant must take possession of the property within six (6) months or this permit is void.

19. Additional conditions may be added to this permit at a later date if deemed necessary by the Grant Town Board.

20. Applicants shall maintain the right to spread manure on the Costa property pursuant to the existing covenant on that property.

21. REVIEW:

Pursuant to §905.02 of the Zoning Ordinance of the Town of Grant, periodic review of this Conditional Use Permit is imposed as a condition of its grant. This Conditional Use Permit shall be reviewed annually at the direction of the Planning Commission which shall notify the permit holder of the date of the annual review at least ten (10) days prior to the review hearing.

In witness whereof, the parties have set forth their hands and seals.

TOWN OF GRANT:

Date: 1.1.93, 1993

By: Ray Eickhorn
Chairman

Date: 1.8.93, 1993

By: Shirley L. Smith
Clerk

Date: 8/4, 1993

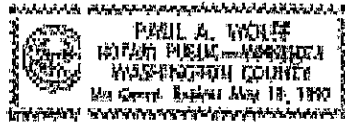
Edward B. McCauley
Edward B. McCauley
Applicant/Permit Holder

Date: 8/4, 1993

Jeanette A. McCauley
Jeanette A. McCauley
Applicant/Permit Holder

STATE OF MINNESOTA)
) ss:
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 7
day of December, 1999, by Scott & Susan and
Shirley & Louis, Chairman and Clerk for the Town of Grant,
to me personally known to be the persons described in and who
executed the foregoing instrument and acknowledged that they
executed the same as their free act and deed of the parties.



Paul A. Wolf
Notary Public

STATE OF MINNESOTA)
) ss:
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 7
day of December, 1999, by Edward E. McCauley and Jeanette
A. McCauley, husband and wife, Applicants/Permit Holders, to me
personally known to be the persons described in and who executed
the foregoing instrument and acknowledged that they executed the
same as their free act and deed.



Rose Vierfeld
Notary Public

THIS INSTRUMENT DRAFTED BY:

Paul A. Wolf
ECKBERG, LAMBERS, BRIGGS,
WOLF & VIERLING
1835 Northwestern Avenue
Stillwater, MN 55082
(612) 439-2870

TO: MR PHIL OLSEN

FAX # 763-541-1700

FROM:

KEJ ENTERPRISES

RE: SNOWPLOW CONTRACT

CITY OF GRANT

PHIL,

CAN YOU SUBMIT THIS CONTRACT INSTEAD OF FIRST ONE
I SENT. I ADDED PICKUP PRICES ON IT THAT I FORGOT
TO ON FIRST ONE.

THANKS,
KEJ

2011 - 2012 Snow Removal
PROPOSAL FOR THE CITY OF GRANT, MN

Item No.	Item	Description	Unit	Unit Price
Schedule A - Mobilization				
1	2021.501	Mobilization (Paid Once Per Month for 6 Months)	EACH	\$1,000.00
Schedule B - Snow Removal				
2	2583.501	Dump Truck Single Axle	HOUR	85 ⁰⁰
3	2583.501	Tandem Dump Truck	HOUR	95 ⁰⁰
4	2583.501	Front End Loader	HOUR	100 ⁰⁰
5	2583.501	Motor Grader	HOUR	85 ⁰⁰
Schedule C - Sand/Salt				
6	2583.501	Sand/Salt Application	HOUR	75 ⁰⁰
7	2583.502	50/50 Sand/Salt Mix	TON	COUNTY
8	2583.503	90/10 Sand/Salt Mix	TON	COUNTY

9 PICK-UP W/PLOW HOUR 60⁰⁰
 10 PICK-UP W/SNOWBLOWER (7') HOUR 80⁰⁰

Signature: 

Company Name: KEJ ENTERPRISES

Address: 611 ROBERTS AVE
MADISON, MN 55715

Telephone Number: 651-775-0843

FAX COVER SHEET



STILLWATER, MN

PH: 651-499-1687

FAX: 651-351-7210

TO	NAME:	PHIL OLSON DIANE HANKBE
	COMPANY NAME:	WSB + ASSOC.
	FAX:	763-541-1700

8 | 26 | 11
 MONTH DAY YEAR

6
 NO. PGS. W/COVER

COMMENTS/NOTES:

2011-2017 GRANT SNOW REMOVAL PROPOSAL
 W/ AMENDMENTS TO AGREEMENT AS NOTED
 IN ATTACHED DOCUMENTS;

MILLER EXCAVATING
I N C O R P O R A T E D
3636 STAGECOACH TRL. NO. • STILLWATER, MN 55082

Big or Small, We Do Them All!

Re: 2011-2012 Snow Removal Proposal
Grant, MN

August 26, 2011

Ms. Diane Hanke,

Miller Excavating, Inc. proposes the following to be the terms of our conditional proposal for the 2011 – 2012 Snow Removal Project. We would expect agreement from the Council to these terms of our proposal for work to proceed.

1. The City has made arrangements with Washington County to provide the 50/50 and 90/10 salt sand mixture for use on City roads. Washington County will bill the City of Grant directly. Miller Excavating, Inc. will charge truck rates to haul and place the salt sand. Miller Excavating, Inc. will utilize our own supply of salt/sand in the event that Washington County pickup is not available.
2. All City resident road concerns shall be directed to Mr. Steve Bohnen, the acting road commissioner. He will be responsible for recording and addressing any concerns and passing the information onto Miller Excavating, Inc. Any action required to maintain the City roads will be requested by Mr. Bohnen and/or the Mayor & Council.
3. Miller Excavating, Inc. shall utilize the criteria in the proposal to activate snow removal services for the City. In the event that local law enforcement requests maintenance action directly, Miller Excavating, Inc. will mobilize and take the appropriate action to correct the situation.
4. Any mailbox, driveway, or other damage claims shall be handled by the City. Miller Excavating, Inc. understands that the City has adopted a policy that any damaged mailboxes shall receive a \$50.00 payment by the City to the Homeowner. Miller Excavating, Inc. shall not have any amounts deducted from its current payment due. Miller Excavating, Inc. will charge stated hourly rates and bill materials plus sales tax and 15% markup to respond and repair any damaged areas throughout the duration of this agreement.
5. Our proposal is contingent on the amended terms, as attached, being agreeable to the Council.

Regards,

Peter Miller
President

MILLER EXCAVATING
I N C O R P O R A T E D

3636 STAGECOACH TRL. NO. • STILLWATER, MN 55082

Big or Small, We Do Them All!

EXHIBIT "A"

Re: 2011-2012 Snow Removal Proposal
Grant, MN

August 26, 2011

Ms. Diane Hankee,

Miller Excavating, Inc has reviewed the snow removal proposal provided by WSB & Associates, Inc. and have taken a number of exceptions to the terms as outlined in the request for proposal. We are requesting that modifications must be made to the specifications & agreements as a condition of our proposal.

MAINTENANCE AGREEMENT**Section III – Termination of Contract**

Delete -seven (7) day written notice,.....

Replace - ...thirty (30) day written notice,....

DIVISION 1**Page 1 – Administration**

Delete & replace with - The Contractor will be directed by the City's Road Commissioner, City Engineer, City Mayor, or other designated agency representative. A second year of the contract may be available at the City's discretion. If the contract is to be extended the Contractor and the City will hold a special meeting to review current cost factors, including but not limited to; labor, fuel, steel, aggregate materials pricing. The price increase is not to exceed 5% from previous year contract pricing.

Page 1 – Snow Plowing Operations

Delete & replace with - 2 to 2.9 inch.....removed within 8 hours....

Page 2 – EQUIPMENT

Delete & replace with - **Motor Grader** – No motor graders will be used for initial snow removal on paved surfaces unless directed by Road Commissioner. Contractor will utilize motor grader to bench back drifting snow, address narrow road conditions, and other special circumstances on paved roads.

Page 4 – Nonproductive/Downtime

The hourly rate shall be paid for the actual number of hours machines are operated on behalf of the City. Including, but not limited to, travel time to/from locations outside the City limits to reload salt/sand. The City shall not be responsible for payment for any time taken for rest or meal breaks.

Page 4 – Property Damage:

The Contractor shall not be responsible for damage to private as well as public property (including public utilities) due to its own or its employee's negligence in performing snow removal operations within the right-of-way. There shall be no deduction for damage to property within the City right-of-way from the Contractor.

Page 5 – Road Commissioner/Engineer Authority

Delete & Replace with – The City shall utilize the Contractor under this agreement as its sole snow & ice removal contractor. Any other contractors employed by the City working on snow & ice removal must be acting as a subcontractor for said Contractor. They must first be reviewed and agreed to by Contractor. The subcontractor will be required to list Contractor, City, and others required as additionally insured, maintain the same maintenance standards of equipment, personnel, and plowing criteria as outlined in this agreement. Contractor shall be entitled to 10% markup on all work billed by subcontractor to City. Contractor shall have direct supervision of subcontractor and authority to direct subcontractor employees and resources. All correspondence to subcontractor shall be through Contractor. Subcontractor shall have no binding authority to enter into agreement with the City for work performed under this scope of work without Contractor approval and oversight.

DIVISION 2**Page 1 – MOBILIZATION**

If the project contract is terminated for any reason mobilization shall be paid in full, according to the cost billed vs. percentage paid as outlined in the agreement for the month.

Page 2 – PROPERTY DAMAGE

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

The Contractor shall review, respond, and follow up on all claims submitted to the City to assist in the timely resolution of the claims. The Contractor shall not be financially responsible for claims submitted to the City for damage done within the right-of-way.

Private Property

The Contractor shall not be held liable for damage to any public or private property within the right-of-way. No deduct shall be made from Contractor's payment for these claims while performing work under this agreement. Contractor shall charge provided hourly rates and bill for materials used plus sales tax, freight, and 15% markup to respond to and repair any damaged areas throughout the duration of this agreement.

Mailbox repair/Replacement:

The Contractor shall make every attempt not to damage mailboxes. Many mailboxes are in deteriorating condition and the Contractor shall not be held liable for damage to mailboxes in the right-of-way. The Contractor shall not be responsible for any claims of damage to mailboxes.

2011 - 2012 Snow Removal PROPOSAL FOR THE CITY OF GRANT, MN

Item No.	Item	Description	Unit	Unit Price
Schedule A - Mobilization				
1	2021.501	Mobilization (Paid Once Per Month for 6 Months)	EACH	\$1,000.00
Schedule B - Snow Removal				
2	2583.501	Dump Truck Single Axle	HOUR	115.00
3	2583.501	Tandem Dump Truck	HOUR	125.00
4	2583.501	Front End Loader	HOUR	105.00
5	2583.501	Motor Grader	HOUR	105.00
Schedule C - Sand/Salt				
6	2583.501	Sand/Salt Application	HOUR	110.00
7	2583.502	50/50 Sand/Salt Mix	TON	-
8	2583.503	90/10 Sand/Salt Mix	TON	48.75

WASHINGTON COUNTY

SEE ATTACHED AMENDMENTS TO PROPOSAL LANGUAGE.
PROPOSAL VOID IF EXHIBIT "A" NOT ACKNOWLEDGED.

Signature: [Handwritten Signature]

Company Name: MILLER EXCAVATING, INC.

Address: 3636 STAGELOCK TRAIL
STILLWATER, MN 55082

Telephone Number: 651-439-1637

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion:

I hereby swear (or affirm) under the penalty for perjury:

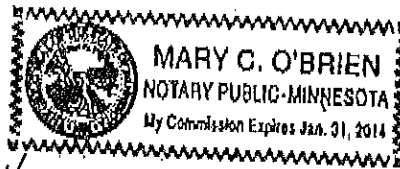
- (1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation).
- (2) That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
- (3) That the contents of the bid or bids have not been communicated by the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed *Steph C. Miller*
Firm Name MILLER EXCAVATING, INC.

Subscribed and sworn to before me this

26 day of August, 2011.

Mary C. O'Brien
Notary Public



My commission expires: JAN. 31, 2014.

Bidder's E.I. Number:

(Number used on employer's quarterly federal tax return, U.S. Treasury Department Form 941):

Fair Trade Items:

List below each item upon which a bid is made, the price of which is affected by a resale price maintenance or "fair trade" contract between the bidder and the person or firm supplying the item to the bidder. (Use reverse side if necessary.)

HIP/DG3 AVERAGE ANNUAL REPLACEMENT COST	
Replacement Year	Replacement Cost
2012	\$15,470
2013	\$15,470
2014	\$15,470
2015	\$8,120
2016	\$8,120
2017	\$8,120
2023	\$33,330
Total Cost	\$104,100

DG3 AVERAGE ANNUAL REPLACEMENT COST	
Replacement Year	Replacement Cost
2012	\$16,180
2013	\$16,180
2014	\$16,180
2015	\$9,930
2016	\$9,930
2017	\$9,930
2023	\$35,390
Total Cost	\$113,720

HIP/DG3 TYPE C SIGN REPLACEMENT COST			
Replacement Year	# Type C Signs to be Replaced	Unit Cost/S.F. of Panel	Replacement Cost
2012 HIP	56	\$33.00	\$6,570
2012 DG3	22	\$35.00	\$4,760
2013 HIP	56	\$34.32	\$6,830
2013 DG3	22	\$36.40	\$4,950
2014 HIP	56	\$35.69	\$7,100
2014 DG3	22	\$37.86	\$5,150
*2016	11	\$38.61	\$2,460
*2023	97	\$50.80	\$27,730
Total Cost			\$65,550

HIP TYPE D SIGN REPLACEMENT COST			
Replacement Year	# Type D Signs to be Replaced	Cost Per Sign	Replacement Cost
2015	30	\$224.97	\$6,750
*2016	30	\$233.97	\$7,020
2017	30	\$243.33	\$7,300
*2023	5	\$307.89	\$1,540
Total Cost			\$22,610

DG3 TYPE C SIGN REPLACEMENT COST			
Replacement Year	# Type C Signs to be Replaced	Unit Cost/S.F. of Panel	Replacement Cost
2012	78	\$35.00	\$12,010
2013	78	\$36.40	\$12,500
2014	78	\$37.86	\$12,990
*2016	11	\$40.95	\$2,610
*2023	97	\$53.88	\$29,410
Total Cost			\$69,520

DG3 TYPE D SIGN REPLACEMENT COST			
Replacement Year	# Type D Signs to be Replaced	Cost Per Sign	Replacement Cost
2015	30	\$281.22	\$8,440
*2016	30	\$292.46	\$8,770
2017	30	\$304.16	\$9,120
*2023	5	\$384.86	\$1,920
Total Cost			\$28,250

POST REPLACEMENT COST			
Replacement Year	# Posts to be Replaced	Cost Per Post	Replacement Cost
2012	59	\$60.00	\$3,540
2013	59	\$62.40	\$3,680
2014	59	\$64.90	\$3,830
2015	3	\$67.49	\$200
*2016	6	\$70.19	\$420
2017	3	\$73.00	\$220
*2023	44	\$92.37	\$4,060
Total Cost			\$15,950

*Assuming all existing HIP signs are 5 years old and would be getting replaced in 2016 (10 year total life)

** Assuming all existing DG3 signs are 2 years old and would be getting replaced in 2023 (15 year total life)

TYPE C LIFE CYCLE SIGN COST		
	Cost Per S.F.	Average S.F. Cost Per Year
HIP Type C	\$33.00	\$3.30
DG3 Type C	\$35.00	\$2.33

TYPE D LIFE CYCLE SIGN COST		
	Cost Per Sign	Average Cost Per Year
HIP Type D	\$200	\$20.00
DG3 Type D	\$250	\$16.67

Grant City Clerk

From: Olson, Phil [phil.olson@ci.rosemount.mn.us]

Sent: Monday, August 29, 2011 11:32 AM

To: Grant City Clerk

Subject: Pine Tree Lake Survey Cost

Hi Kim – Below is the cost for a survey crew to replace the elevation gauge at the pump house. We will only bill the time and cost of materials used but it will not exceed this estimate. Please let me know if you would like me to proceed and we will order the materials. Thanks!

Survey crew: 4 hours @ \$140/hour = \$560

Materials: \$150

Total = \$710

Phil Olson

Project Engineer/WSB & Associates, Inc.

701 Xenia Ave. S., Suite 300, Minneapolis, MN 55416

Direct: 651.322.2015/Fax: 763.541.1700/Cell: 612.202.9116

polson@wsbeng.com

www.wsbeng.com

www.twitter.com/WSBEngineering



Memorandum

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

From: *Phil Olson, PE, City Engineer
WSB & Associates, Inc.*

Date: *August 29, 2011*

Re: *September Staff Report - Engineering*

A. Agenda Items

- i. **Snow Plow Contract:** A request for quotes was sent out to KEJ Enterprises, Miller Excavating, Raleigh Trucking, T.A. Schifsky, Invision Services and Kline Brothers. The quotes were due by 1:00 pm on August 26, 2011. The City received quotes from two contractors (enclosed):

Item	KEJ Enterprises	Miller Excavating
Single Axel Dump Truck (hour)	\$85	\$115
Tandem Axel Dump Truck (hour)	\$95	\$125
Front End Loader (hour)	\$100	\$105
Motor Grader (hour)	\$85	\$105
Sand/Salt Application (hour)	\$75	\$110
50/50 Sand/Salt Mix (ton)	County	County
90/10 Sand/Salt Mix (ton)	County	\$48.75

KEJ Enterprises also provided a quote for a pick-up truck with plow for \$60/hour and a pick-up truck with a 7' snow blower for \$80/hour.

The quote from Miller Excavating included a letter with a set of revisions to the contract which they are requesting agreement on for the consideration of their bid. These items have been attached for review.

Action: Discussion and award project work. Staff recommends the low bidder KEJ Enterprises.

Sign Inventory Update: The sign inventory was reviewed and a management plan was developed to comply with the federal retroreflectivity requirements. The method used in the management plan includes a replacement plan based on the field inspection of the type of sign sheeting and on the estimated sheeting age. Noncompliant regulatory and warning signs are required to be replaced by 2015 (2012-2014) and the remaining noncompliant signs are required to be replaced by 2018 (2015-2017).

All signs meeting the retroreflectivity requirements and all newly installed signs are proposed to be replaced on a schedule based on the sheeting type and age. This scheduled replacement is based on either a 10 year life for High Intensity Prismatic (HIP) signs or 15 year life for Diamond Grade (DG3).

The two proposed budgets below are based on either sign replacement with DG3 sheeting material or HIP sheeting material. DG3 sheeting is more cost up front but approximately 20% lower over the expected life of the sign compared to HIP sheeting. DG3 sheeting material is recommended due to the lower long term cost to the City.

Sign Material	Annual Budget (2012 – 2014)	Annual Budget (2015 – 2017)
High Intensity Prismatic (HIP)	\$15,500	\$8,500
Diamond Grade (DG3)	\$16,500	\$10,000

The sign inventory, cost tables, and a sample resolution have been included as background information. The sample resolution has also been forward to the City Attorney for review and comment.

Action: Approve the management method and direct staff to prepare a resolution meeting the federal requirements.

- ii. **Pothole Repair Improvements:** During the road tour, several areas were identified where patching and drainage issues existed and this years budget was not sufficient to correct them. These repairs are necessary to keep the roadways passable. It was discussed with the road commissioner how to fund the roadway repairs which would likely occur in the spring. We are asking that Council consider this when working on the 2012 budget.

Action: Discussion.

- iii. **SWMP Requirements Update:** The MPCA has changed the permit requirements and the City will be required to re-do their Stormwater permit (enclosed MPCA information). Their goal with this program change is to hold communities more accountable for stormwater runoff. Staff recommends budgeting \$8000 to meet the requirements of the updated permit. The permit is pending a comment period and is anticipated to be officially reissued January 2012. At that time a detailed budget with specific tasks can be finalized and presented for consideration. There may be some opportunity for cost savings if we are able to team with one or more of the watershed districts on this update.

An MS4 presentation regarding the new SWMP requirements has been enclosed as additional background information on these requirements.

Action: None.

- iv. **Pump House Repair:** Per the DNR, the City is required to provide an elevation gauge at the Pine Tree Lake pump house to verify the lake elevation. This gauge has been removed and a new gauge is required. The cost to install a new gauge is \$710 which includes materials and time for a survey crew to complete the work.

Action: Authorization to install a new elevation gauge at the Pine Tree Lake pump house.


v. **Staff Report**

- a. **110th Street Paving Improvements:** The roadway paving has been completed and the ditches are scheduled for seeding.

There were a few property owners (east of the project) who contacted the City regarding the project and stated that they were not aware of the project and that they may not have supported it. The City has responded to the residents informing them that the City has followed the required legal processes for notification. There was a signed petition from the abutting property owners prior to the project bidding. Staff will consider providing additional information in the future.

- b. **Crack Filling Project:** The contractor began working and is anticipated to be completed with all crack filling within two days.
- c. **Mahtomedi School CUP:** We are still waiting on updated plans. Project permits from other agencies have been requested.
- d. **Ideal Avenue Grading Violation:** A meeting will be scheduled with the new property owner to discuss the grading violation and what work will be required to correct the drainage issues.
- e. **11675 Keats Avenue, Nicholson Site Review:** The Wetland Restoration Order has been extended by the DNR Conservation Officer. The new deadline will be September 30, 2011. This extension provides the applicant with additional time to comply with the restoration order. It is not anticipated that this decision will require a significant amount of staff time for the City as the LGU.

If you have any questions, please contact me at 763-512-5245.




Small Separate Storm Sewer Systems MS4

July 20th, 2011

Outline

- MS4 Permit Overview
 - Important Dates
 - Permit Major Changes
 - SWPPP to SWMP
 - MCMs 1,3,4,5,6
 - Mapping and Inventory
- Next steps
 - Comments
 - Evaluate your Program
 - SWMP Summary



Important dates

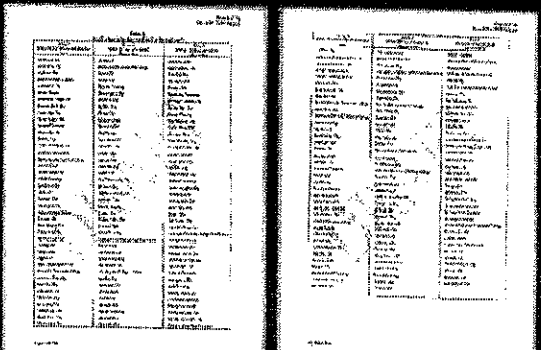
- June 30th, 2011 - Annual Reports are due, consider LMC request for extension letter
- July 1st, 2011 - Potential State shut-down
- July 15th, 2011 - Last day MPCA is accepting comments
- November 30th, 2011 - MPCA hopes to have all comments and questions addressed
- January 15th, 2012 - MPCA plans to issue the final MS4 permit

Required Submission Dates:

(...after permit issuance)

- 30 days
 - Phase 1 Pond Inventory Submitted
 - Public Notice to host annual SWMP meeting (if appropriate group...)
- 60 days
 - Quarterly Inspections completed (Stockpiles and Material Storage)
- 90 days
 - Group 1 SWMP Summaries due to Agency
- 120 days
 - Group 2 SWMP Summaries due to Agency
- 150 days
 - Group 3 SWMP Summaries due to Agency
- 210 days
 - Agency begins public notice process for Group 1 SWMP's
- 335 days
 - MS4 should consider when/ how they are posting for their first year's annual report meeting
- 365 days (Status Update)
 - ERP's due in final format
 - Public Education Program due in final format
 - SOP's due in final format
 - Partnership Agreements due in final format
 - All MCM Requirements due to be incorporated
 - All annual inspections (MCM 3, 4, 5, and 6) due for reporting

What group are you in?



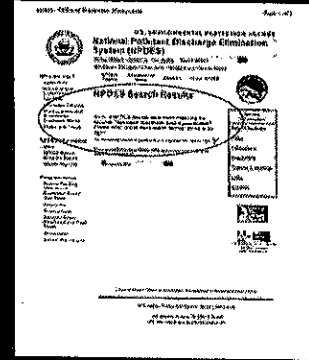
Taking a small step back...

1. The MPCA was obligated to "strengthen" their MS4 permit
2. The MPCA has submitted this "draft" version to the EPA and integrated comments into the version we are reviewing currently
3. Further guidance on federal requirements/suggestions please go to:
http://www.epa.gov/nodes/pubs/ms4permit_improvement_guide.pdf

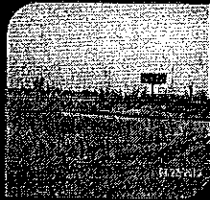
Release Date: April 2010, Source EPA, 119 pages

Maximum Extent Practicable...

- A standard for water quality that applies to all MS4 operators regulated under the NPDES program. Since no precise definition of MEP exists, it allows for *maximum flexibility* on the part of MS4 operators as they develop and implement their programs to reduce the discharge of pollutants to the maximum extent practicable, including management practices, control techniques and system, design and engineering methods, and such other provisions as the Administrator or the State determines appropriate for the control of pollutants.
- Section 402(p) of the Clean Water Act specifies that NPDES permits for municipal storm sewer discharges "shall require controls to reduce the discharge of pollutants to the maximum extent practicable...and such other provisions as the Administrator or the State determines appropriate for the control of such pollutants."
- See 33 U.S.C. §1342(p)(3)(B)(iii).



Normal people would understand...



"available and capable of being done after taking into consideration cost, existing technology and logistics in light of overall project purposes (40 CFR 230.10(a)(2))."

Source: Solano HCP



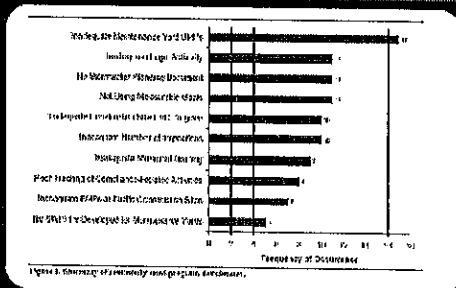
Permit Changes



- Storm Water Pollution Prevention Program (SWPPP) to Storm Water Management Program (SWMP)
- What is a Stormwater Management Program
 - Documentation
 - Regulatory Mechanisms
 - Enforcement Response Procedures (ERP)
 - Standard Operating Procedures (SOPs)
 - Storm Sewer system mapping - pond inventory



What are the common problems?



Source: US EPA Region IX Assessment Report - July 12, 2006



What are the risks?

Fiscal Year (FY)	FY 2009 - 2010 Annual Results		
	Estimated Pollutants to be Reduced or Treated (tons)	Estimated Investments in Pollution Control (\$ million)	Cost Avoidance (\$ million)
2009	1,200 million	\$67 million	\$7.7 million
2008	209 million	\$57 million	\$4.9 million
2007	668 million	\$73 million	\$7.4 million

Source: United States Environmental Protection Agency



National Trends....

In 2009 EPA's Office of Enforcement and Compliance Assurance (OECA) conducted outreach to other EPA programs, EPA Regions, states and tribal governments, environmental media associations, environmental advocacy and environmental justice groups, and the public to solicit suggestions for OECA's enforcement initiatives for the 2011-2013 fiscal years. There was *widespread support* for continuing EPA's work on reducing pollution from raw sewage and contaminated stormwater. Work under this initiative will continue in 2011-2013 to focus on reducing discharges from combined sewer overflows ("CSOs"), sanitary sewer overflows ("SSOs"), and municipal separate storm sewer systems ("MS4s") in FY2011-13, by obtaining cities' commitments to implement timely, affordable solutions to these problems, including increased use of green infrastructure and other innovative approaches.

Source: United States Environmental Protection Agency



MCM 1 Public Education and Outreach

- Requirement for an educational program
- Identification of 3 priority areas
- ✓ Target audiences
- Educational goals for each audience
- Includes businesses and industry
- Requires a mechanism to evaluate behavior change..



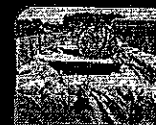
Partnerships

- Utilize Partnerships
 - Education
 - Monitoring (if required)
 - Inspection
- Permittee has ultimate legal responsibility
 - Written agreements
 - Names of partnering entities
 - Start and end dates
 - Specific activities



MCM 3 Illicit Discharge Detection and Elimination (IDDE)

- Standard Operating Procedures (SOP's) for on-going inspections
- Outfall prioritization
- Developed schedule for inspections
- Spill response procedures
- Introduction of the Enforcement Response Procedures (ERP) concept



MCM 4 Construction Site Stormwater Runoff Control

- Revisions Needed
- Clarify Program requirements for ESC in SWMP
 - Inspections
 - Site plan review
 - Enforcement Response Procedures (ERP)
- Update Ordinances to include required language
 - Site plan submittal
 - Erosion and Sediment Controls
 - Inspections
 - Stockpiles and Dewatering Requirements
 - BMP Maintenance
 - Managing construction site waste



Enforcement Response Procedures (ERP's)

- Written (legally binding) procedures
- Describing strategies to enforce and compel compliance
- Describe procedures
- Include time frames and escalation of enforcement for continued violators
- Includes specific items to be recorded in writing

Example ERP's include...

- ✓ Verbal Warnings
- ✓ Written Notices
- ✓ Citations
- ✓ Stop Work Orders
- ✓ Withholding of Plan Approvals
- ✓ Withholding of bond funds
- ✓ Withholding of CO's




Standard Operating Procedures (SOP's)

The purpose of an SOP is to detail the regularly recurring work processes that are to be conducted or followed within an organization.

- ◊ Concise, step by step format
- ◊ Easy to read
- ◊ Readily available for reference
- ◊ Use of active language and present tense verbage


Simple, short, statements with direct instruction



Source: US EPA SOP Guidance, April 2007


MCM 5 Post-Construction Stormwater Management

- ◊ Permit Revisions
 - ◊ Modify Regulatory Mechanism
 - ◊ Standards for New Development and Redevelopment
 - ◊ **No Net Increase** for New Development
 - ◊ **Net Decrease** for Redevelopment
 - ◊ Volume
 - ◊ Rate
 - ◊ Total Suspended Solids (TSS)
 - ◊ Phosphorus
 - ◊ Limitations on Infiltration
 - ◊ Ground Water Considerations

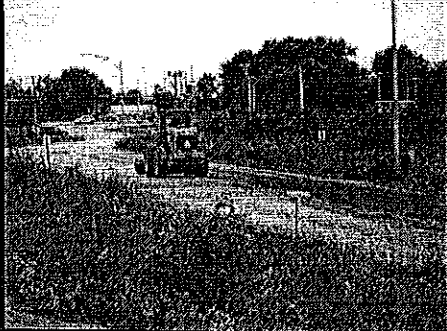


MCM 5 Post-Construction Stormwater Management (Cont.)

- ◊ Permit Revisions (Cont.)
 - ◊ Mitigation Requirements (TSS & Phosphorus)
 - ◊ Long Term Maintenance Requirements
 - ◊ Maintenance Agreements
 - ◊ Public and Private
- ◊ Revised Permit Considerations
 - ◊ Federal stormwater rules 2012
 - ◊ National Trends
 - ◊ Non-degradation
 - ◊ Minimal Impact Design Standards

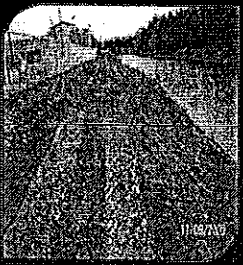


Break "Yes Please"




Didn't we already inventory all our ponds?

Yes, however because of the audits and annual report analysis the agency discovered...there is an apparent need for looking at pond performance. The purpose of these pond inventory procedures is to focus on performance, not just location.




Pond Inventory



- ◊ Pond Inventory Stage I
 - ◊ 30 days after effective date of new permit (Stage I)
- ◊ Pond Inventory Stage II
 - ◊ Build on Information gathered from 2006 permit
 - ◊ Assessments of Constructed Ponds and Wetlands
 - ◊ Determine the treatment effectiveness
 - ◊ Prioritize the completion by environmental importance of BMP to the receiving water


Pond Inventory should include: (minimum)

- a. A unique identification number
- b. Geographic coordinates
- c. Type
- d. The year the feature began collecting stormwater
- e. Water surface area (in acres)
- f. Ownership entity
- g. Maintenance authority
- h. Function(s) (e.g. water quality, rate control, etc)
- i. Number of inlets and outlets




Phase II of the Pond Inventory should include:


- a. Calculation of the stormwater volume flowing to the BMP
- b. Permanent and temporary storage volume
- c. Description of inlets and outlets (open channels, pipes)
- d. The flow path through the BMP
- e. Whether there is a forebay, stilling basin etc.
- f. The percentage of the permanent pool surface area covered with vegetation
- g. Determination of BMP as a single or multiple system design
- h. Description of how the BMP intersects the local ground water table



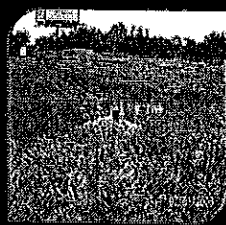
MCM 6 Pollution Prevention/Good Housekeeping



- Requirements
 - Standard Operating Procedures (SOPs)
 - Design and Implementation of BMPs
 - Municipal facilities
 - Inspection and Maintenance
 - All structural BMPs
 - Inspection increased for stock piles and storage areas
 - Quarterly instead of annually
 - Assessments
 - Constructed Ponds and Wetlands
 - Employee Training (deliberate focus...ERP's and SOP's)




Increased Requirements for Documentation...




1. Unique ID number for each area where dredging occurs
2. Dates and volumes
3. Lab methods from testing sediment (PAH's)
4. Methods used and locations of disposal


Facilities inspected and maintenance conducted



Storm Sewer System Mapping




- Storm Sewer System Mapping
 - Moved from MCM 3 to a stand alone requirement
 - Requirements
 - Any: Pipes, ditches, swales
 - All: Outfalls
 - All: Streams, Lakes, and wetlands
 - All: Crit chambers, sumps, floatable skimmers, traps, separators or other small treatment
 - All: Infiltration, filtration and bio-retention
 - All: Constructed ponds, wetlands




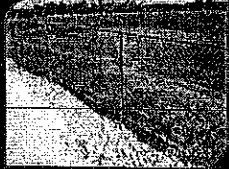
Mapping Requirements: Current vs. Draft

Mapping Requirement	Current Permit	Draft Permit
Flow direction in all pipes	As a goal	Required
Flow direction in all pipes	As a goal	Required
Flow direction in all pipes	N/A	Required
Flow direction in all pipes	N/A	Required
Outlet drainage area	N/A	Required
Outlet unique ID number	N/A	Required





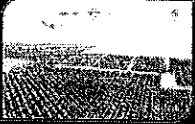
Next Steps

- Make sure to submit your current Annual Report - *due June 30, 2011*
- Complete assessment of current program *October - December, 2011*
- Verify current MS4 permit requirements *Anticipated January 15, 2012*
- Update/complete Pond Inventory (Stage 1) *Date February 2012*




Next steps.....(First Year Activities)

- Identify partnerships
- Create/update SOP's
- Create/update EFP's
- Update Ordinances
- Create/update Educational Plan
- Complete inspections
- Maps and Inventories
- Annual Reports



Questions?



**CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA
RESOLUTION NO. 2011-_____**

**A RESOLUTION RELATING TO ROAD SIGN REFLECTIVITY STANDARDS AND
SIGN REPLACEMENT**

WHEREAS, the City of Grant has been advised that it is required to initiate a process of evaluating its City public road signs for reflectivity and further, to initiate a plan for replacing existing City public road signs that do not meet the new retro-reflectivity standards mandated by the Federal Highway Administration (FHWA); and –

WHEREAS, the City Council in 2011, reviewed retro-reflectivity signage options as presented by its Engineer, and has selected by motion, “Diamond Grade 3” (DG3) as its retro-reflectivity signage standard going forward; and –

WHEREAS, the City Council, in 2011 by motion, did designate three suppliers of signs, all of whom can provide signage that meets the City’s new “Diamond Grade 3 (DG3) high-reflectivity standard; and –

WHEREAS, the City Council in 2011 by motion, did designate that all signs being replaced and all new signs being added within the City going forward, are to be of the retro-reflectivity “Diamond Grade 3” (DG3) type; and –

WHEREAS, the City Council has evaluated its ability to undertake sign replacements and as such, the City is mindful that replacement of existing signs that do not meet a high-reflectivity standard will involve the considerable expenditure of City financial resources, labor, and effort; and –

WHEREAS, the City Council wishes to not only memorialize its new retro-reflectivity signage standard but to also devise and implement a plan to replace signs that do not meet the new retro-reflectivity standard, and wishes to formally do so by this resolution.

NOW THEREFORE, be it resolved by the Grant City Council, that the following constitutes its standards, policies and plans relative to retro-reflectivity road signage:

1. The high-reflectivity signage standard for all new or replacement City road signs is “Diamond Grade 3” (DG3).
2. All new or replacement road signs installed by the City from the date of this resolution forward will be of the “Diamond Grade 3” (DG3) type.
3. The City designates the following sign suppliers, all of whom can provide signage of the “Diamond Grade 3” (DG3) type: Earl F. Anderson, Advantage Signs & Graphics, Inc. and Gopher Sign.
4. The City will conduct a tour of all of its roads in 2011, for the purpose of creating a complete inventory of its public road signs, with such inventory noting for each sign, its location, type, general condition and reflectivity condition per FHWA guidelines, with such inventory being completed on or before December 31, 2011.

5. The City Council will use the completed inventory to determine which signs need replacing, and the priority of replacement for each, based on each sign's condition.
6. The City Council will then define a comprehensive sign replacement plan that will lead to the replacement of all signs not meeting the required reflectivity standard, with such plan recognizing all factors including the City's financial and labor resources available to implement the plan, and will then schedule the implementation of the replacement plan with all applicable factors being considered.
7. On an on-going basis, the City's annual road inspection tour will include a notation for any signs appearing to need replacement that may differ from what is stated and scheduled in the City's signage replacement plan.

This resolution was adopted by the City Council of the City of Grant on the _____ day of _____, 2011, by a vote of _____ Ayes and _____ Nays.

Tom Carr, Mayor

ATTEST:

Kim Points, City Clerk

(seal)

MEMORANDUM

To: Mayor and Grant City Council	Date: August 29, 2011
CC: Kim Points, City Clerk Nick Vivian, City Attorney	RE: Staff Report - Planning
From: Jennifer Haskamp, City Planner	

ISD #832 CUP Elementary School Application Update:

Staff has been working with the School District to ensure that the conditions as identified in the CUP are met. The School District is currently waiting for approvals and permits from the watershed districts. Immediate next steps include obtaining access permits from Washington County.

Also included within the packet is a draft letter to the City of Mahtomedi providing comment to the Comprehensive Plan Amendment as presented at the August City Council meeting. In order to meet the 60-day review timeline we need to provide comment by September 20th.

Action Requested: Staff is seeking approval from the Council to send the attached comment letter to the City of Mahtomedi for inclusion in their public record for the CPA.

Aamodt's Amended CUP

Staff is waiting for formal correspondence from Aamodt's regarding next steps. The public hearing was tabled in August per the request of the applicant.

Planning Commission Training

On August 22nd the planning commission training authorized by the City Council was held at the Grant Town Hall. Five of the seven planning commissioners were in attendance. The training included an introduction to the roles and responsibilities of the commission, land use rules and ordinances and other topics relevant to the functions of the commission. The training session was recorded and can be used as a resource for future commissioners.

DRAFT

September 6, 2011

City of Mahtomedi
Attn: Mr. Scott Neilson
600 Stillwater Road
Mahtomedi, MN 55115

RE: Response to Comprehensive Plan Amendments Associated with Utility Extension to the New Elementary School in the City of Grant

Dear Mr. Neilson,

Please accept this letter as the city of Grant's formal response and comments to the submitted Comprehensive Plan Amendment (CPA) for utility extensions to the new elementary school. As you are aware the City of Grant approved the request of the School District for a new elementary school through a Conditional Use Permit (CUP) process which occurred between March and July of this year. The approved CUP contained a specific condition relating to the School District's ability to obtain the necessary approvals from the City of Mahtomedi to extend services to the new elementary school. Of primary concern to the city of Grant is that the extension of services be provided only to the new elementary school with no opportunity for other adjacent properties within the city of Grant to obtain urban services. As such, we are very concerned that the language within the CPA specifically addresses the purpose of the extension and adequately explains the intent of the Joint Powers Agreement which was agreed to between both communities as a part of this process.

The following comments and recommendations with respect to the proposed language and mapping are provided for your review and consideration for incorporation into the proposed CPA:

- All Figures: A greater distinction should be made between jurisdictional boundaries. The current maps do not clearly define what is in each respective city and therefore could be read inaccurately.
- Chapter 4, Page 4-12: We would encourage the City of Mahtomedi to provide clarifying language that reflects the relationship with Grant regarding the extensions and its defined parameters as described in the Joint Powers Agreement. The way it reads is too general and makes it sound as if not a jointly executed extension which specifically establishes what will be sewerred now and in the future. Also, if it does not already exist somewhere in the chapter, we would recommend clarifying language that identifies which schools are already served within Grant and reference the JPA which specifically states that only ISD 832 property in this location would be eligible for sewer.

DRAFT

- Chapter 10, Page 10-2: "School Properties" should be specified with more completeness to ensure that the 'service area' is clearly defined.

If you should have any questions regarding our comments please do not hesitate to contact either myself, or our City Clerk for further clarification. Our primary goal is to ensure that the intentions of both communities are clearly defined and easily understood by all users of the Comprehensive Plan.

Thank you for your time and consideration, and please let us know if we can be of further assistance.

Sincerely,

Jennifer Haskamp
Consulting City Planner

cc.

Tom Carr, Mayor, City of Grant
Steve Bohnen, Councilmember
Scott Fogleson, Councilmember
Jeff Huber, Councilmember
Dan Potter, Councilmember
Kim Points, City Clerk
Nick Vivian, City Attorney
Phil Carlson, City Engineer

ECKBERG LAMMERS
MEMORANDUM

TO: Honorable Mayor and City Council Members

FROM: Nicholas J. Vivian, City Attorney

DATE: August 30, 2011

RE: Staff Report for August City Council Meeting

Please be advised that our office is presently working on the following matters on behalf of the City of Grant:

Nielsen v. City of Grant

A check in the amount of \$18,000.00 has been delivered to the City of Grant as paid by Dorsey & Whitney, LLP in resolution of the City's Motion for Sanctions against Dorsey. The Court closed the record on the City's Motion to Dismiss and for Sanctions against Mr. Nielsen on July 22, 2011. The Court has 90 days to issue its final decision.

Oakleigh Dock Association

The registration process is complete. A check in the amount of \$60,000.00 has been delivered to the City. The Dock Association has indicated that it paid the \$5,000.00 required by the Settlement Agreement when the Settlement Agreement was originally executed. The City does not have a record of the payment. We are working to resolve the discrepancy.

Axdahl Jacobs Final Plat Approval

I am expecting that a Closing will be scheduled in the next 7 – 10 days on this Plat. The Parties have the Development Agreement and I am awaiting confirmation of the Closing date.

11675 Keats Avenue N. – Wetland Violation

I am working with WSB & Associates as the Local Governmental Unit and the DNR regarding enforcement of significant wetland violations at this Property. The DNR is the regulatory agency charged with enforcement in this matter and has extended the time for compliance through September 30, 2011.

Legal Services Agreement

In an effort to assist the City in completing its legal services evaluation, I have revised our proposal previously submitted to the City. Eckberg Lammers proposes to provide civil legal services in 2012 at a rate of \$135 per hour and proposes to provide prosecution services in 2012 for an annual fee of \$18,500.00. I have attached draft Agreements for the Council's review and consideration should it desire to take up the matter in September.

Zoning Enforcement Matters

I have been working in conjunction with the City Planner and the City Engineer to review and address zoning matters.

Please call with any comments or questions.

CONTRACT FOR GENERAL (CIVIL) LEGAL SERVICES

This Agreement is entered into by and between the CITY OF GRANT (hereinafter "City"), and the law firm of ECKBERG, LAMMERS, BRIGGS, WOLFF & VIERLING, P.L.L.P. (hereinafter "Law Firm"), 1809 Northwestern Avenue, Stillwater, Minnesota 55082, for the purpose of utilizing the Law Firm to provide legal services to the City.

RECITALS

1. The Law Firm has served as general legal council to the City for a number of years.
2. The City currently approves the Law Firm's contract on an annual basis.
3. In order to establish rates for future contract legal services and provide the City with certainty in preparing its annual budget, the City desires to retain the services of the Law Firm for an extended period of time upon terms negotiated and acceptable to the City.
4. The rates identified in the proposal submitted by the Law Firm are as follows:

General Hourly Rate:

January 1, 2012 to December 31, 2012 Attorney Services - \$135.00 per hour

Other Rates:

City Council Meeting Attendance	\$150.00 ¹
Paralegal Services	\$125.00 per hour
Law Clerk-Research	\$80.00 per hour

Expenses to be billed:

The City will reimburse the Law Firm for actual, necessary and reasonable costs and expenses incurred by the Law Firm in the performance of the legal services contained in this Agreement as follows.

Copying	\$.20 per page
Faxes to Client	\$.50 per page
Local mileage	NA
Long Distance Phone Charges	As incurred
Courier or Delivery Charge	As incurred
Process Server Fees	As incurred
Court Filing Fees	As incurred
Document Recording Fees	As incurred
Court Reporter Transcript fees	As incurred

¹ City is billed Meeting Rate for first two hours of each Regular City Council meeting. City is billed actual time at General Hourly Rate thereafter.

NOW THEREFORE, IN CONSIDERATION OF the mutual promises contained herein and other good and sufficient consideration, the parties agree to the following:

TERMS

1. **Scope and Nature of General Counsel Services:** The parties agree to the following description of the nature of the legal services to be provided by the Law Firm to the City:
 - a. Attendance at regular and special City Council meetings; attendance at Board and Commission meetings as requested.
 - b. Review of Council and Planning Commission agenda items and minutes.
 - c. Periodic meetings with City Administrator, Department Heads and staff to identify service needs and issues of short and long-term importance.
 - d. Drafting and revisions of ordinances, resolutions and regulations.
 - e. Drafting and review of municipal contracts, joint powers agreements, and the like.
 - f. Review of contractor/vendor bond and insurance documents, and the like.
 - g. Research and preparation of legal opinions on municipal or other legal matters, including open meeting law/data practices issues and general municipal employment matters.
 - h. Providing periodic updates on significant developments in laws important to the City to Administrator, Council and staff.

2. **Additional Matters:** The parties contemplate that the Law Firm may also provide civil legal services outside the scope of services covered by the general services as described above. These services shall be handled as follows:
 - a. **Special Counsel:** The City reserves the right to engage special counsel on any issue where the City feels such representation is needed. The Law Firm will cooperate with special counsel to the extent reasonably necessary and will continue to serve as general counsel to the City. The firm will be advised when special counsel is engaged and what level of involvement/cooperation is needed from the firm. These legal services of the Law Firm will be billed to the City in accordance with the hourly rates set forth above.

 - b. **Bond Counsel/Attorney Matters:** The Law Firm, unless requested by the City and agreed to by both parties, will not perform legal services as "Bond Counsel/Attorney."

- c. **Prosecuting Attorney Matters:** The Law Firm will perform legal services in the "Prosecuting Attorney" area of services as described in a separate contract between the City and the Law Firm.
3. **Matters Covered by Insurance:** The Law Firm will assist the City in submitting claims for insurance coverage to various insurance carriers. Whenever a claim is made with an insurance carrier, which arises out of a legal issue within the City Legal counsel shall coordinate services with the selected insurer's counsel. At the point in time when an insurance carrier admits coverage, and to the extent that they will provide retroactive payments for attorneys' fees, the Law Firm will receive its payments for services rendered from the insurance carrier and not the City. To the extent that an insurance carrier does not pay for legal services rendered by the Law Firm, including any deductibles, the City will pay the Law Firm for services rendered at the rates charged to the insurance company, subject to billing and payment provisions set forth below.
4. **Conflict of Interest and Attorney/Client Privilege Issues:**
 - a. **Conflict of Interest:** The Law Firm will notify the City if the Law Firm represents or has ever represented an opposing party in a legal matter, whether within or outside of any of the retainers. In the event of a conflict, the City shall arrange for suitable, alternate representation.
 - b. **Attorney/Client Privilege:** The Law Firm is authorized to utilize e-mail without encryption to transmit and receive confidential client information. Digital cordless and cellular telephones within a digital service area would be best to be used to transmit and receive confidential client information and may be used by the Law Firm to transmit and receive confidential client information. The City specifically acknowledges that it understands the confidentiality risks associated with inadvertent interception.
 - c. **Work Product:** Pursuant to Rule 1.16(d) of the Minnesota Rules of Professional Responsibility, upon termination of the professional relationship all retained records, information and materials prepared or developed in connection with the services provided shall be provided to the City.
 - d. **Insurance:** The Law Firm shall maintain professional liability (malpractice) insurance at a minimum coverage level of \$1,000,000 per claim, and \$3,000,000 annual aggregate.
5. **Billing Format, Cycle, Payment Expectations and Interests:**
 - a. **Billing Format:** The Law Firm will submit monthly statements, itemizing legal services rendered for the prior month broken down into categories. Time shall be billed in one-quarter hour increments.

- b. **Billing Cycle:** The Law Firm will bill monthly for legal services rendered in the prior month. Generally, bills will go out approximately 10 days after the end of the prior month.
- c. **Payment Expectations:** The City will pay the bill of the Law Firm routinely according to its internal payment procedures by forwarding a check to the Law Firm paying for both legal services and expenses shown on the Law Firm's bill.
- d. **Disputes:** In the event that the City disputes any aspect of the Law Firm's bill, the appropriate City representative will contact Nicholas J. Vivian at the Law Firm stating the nature of the dispute. Any unresolved disputes, controversies or claims arising out of this Agreement shall be submitted to the attorney/client fee arbitration program sponsored by the Minnesota State Bar Association.

6. **Term of Agreement and Contacts:**

- a. **Term:** The term of this Agreement will be from January 1, 2012, to December 31, 2012.
 - i. During the term of the Agreement, either party may terminate the Agreement upon 90 calendar days written notice to the other party.
 - ii. The parties agree to mutually evaluate the usage of legal services during the prior year of this Contract in order to evaluate usage and identify areas where modification(s) in the parties' relationship may be mutually beneficial.
- b. **Authorized Contact Persons:** Subject to the City's reservation of the right to substitute positions authorized to contact the Law Firm, the City personnel authorized to contact the Law Firm are as follow:

Mayor, Council Members, City Clerk, Planner, Engineer, Treasurer.

Nicholas J. Vivian will act as lead attorney for the City. However, the parties contemplate that other attorneys in the Law Firm will also be providing services to the City subject, as always, to advance approval by the City.
- c. **City Approval:** The City Council has approved the Law Firm's past performance of legal services for the City and the Law Firm is authorized to commence performing services under this contract on January 1, 2012.

CITY OF GRANT

**ECKBERG, LAMMERS, BRIGGS,
WOLFF & VIERLING, P.L.L.P.**

By: Tom Carr
Its: Mayor

By: Nicholas J. Vivian
Its: Attorney

By: Kim Points
Its: City Clerk

Dated: _____, 2011

Dated: _____, 2011

CONTRACT FOR PROSECUTION/PUBLIC SAFETY LEGAL SERVICES

This Agreement is entered into by and between the CITY OF GRANT (hereinafter "City"), and the law firm of ECKBERG, LAMMERS, BRIGGS, WOLFF & VIERLING, P.L.L.P. (hereinafter "Law Firm"), 1809 Northwestern Avenue, Stillwater, Minnesota 55082, for the purpose of utilizing the Law Firm to provide legal services to the City.

RECITALS

1. The Law Firm has provided prosecuting attorney legal services to the City for a number of years.
2. The Law Firm has established a professional relationship with the City's administrative and public safety personnel.
3. The City currently approves the Law Firm's contract on an annual basis.
4. In order to establish rates for future contract legal services and provide the City with certainty in preparing its annual budget, the City desires to retain the services of the Law Firm for an extended period of time upon terms negotiated and acceptable to the City.
5. The Law Firm has proposed rates for prosecution services commencing on January 1, 2012 in accordance with the following schedule:

January 1, 2012 to December 31, 2012	Annual Fee - \$18,500.00
--------------------------------------	--------------------------

Appellate work, if any, will be billed at \$150 per hour.

6. The City will reimburse the Law Firm for actual, necessary and reasonable costs and expenses incurred by the Law Firm in the performance of the legal services contained in this Agreement as follows:

Copying	\$.20 per page
Faxes from Client	NA
Faxes to Client	\$.50 per page
Local mileage	NA
Long Distance Phone Charges	As incurred
Courier or Delivery Charge	As incurred
Process Server Fees	As incurred
Court Filing Fees	As incurred
Document Recording Fees	As incurred
Court Reporter Transcript fees	As incurred

NOW THEREFORE, IN CONSIDERATION OF the mutual promises contained herein and other good and sufficient consideration, the parties agree to the following:

TERMS

1. **Scope and Nature of Prosecution Services:** The parties agree to the following description of the nature of the legal services to be provided by the Law Firm to the City:
 - a. Preparing gross misdemeanor and misdemeanor formal complaints to establish probable cause and define charges.
 - i. Prepare and appear at arraignments, pretrial hearings, probation revocation hearings, omnibus hearings, Rasmussen hearings, Florence hearings, court trials, jury trials, bail motions, in-custody arraignments, expungement hearings, motion hearings, and sentencings as required.
 - j. Obtain certified documents required for criminal prosecution, including subpoenas, drivers' records, motor vehicle records, prior convictions, orders for prosecution, bank records, police reports, transcripts from prior hearings, plea petitions from prior hearings, and other information that may be required for prosecution as required.
 - k. Comply with all discovery requests from defendants, including gathering records with regard to intoxilyzers, criminal records or witnesses, taped Miranda warnings, copy of 911 calls, copy of videotaped evidence, and the like.
 - l. Prepare and send notices of hearings and trial dates, including changes of dates and rescheduling of appearances.
 - m. Maintain communication with involved agencies including law enforcement agencies, courts, Minnesota correctional facilities, victim/witnesses, defendants/defense attorneys, social workers, child protection personnel, psychiatrists, victim advocate representatives, hospitals, banks, insurance companies, probation officers, Bureau of Criminal Apprehension, Tubman Family Alliance personnel as required.

- n. Training and legal update for police officers and personnel as requested.
- o. Prepare reports of prosecution activities as requested by City Council.
- p. Attend all special meetings or training sessions as requested by the police department, or other City staff, including roll call meetings for educational purposes.
- q. Prepare complaints, notices, orders, settlement agreements and other pleadings related to vehicle forfeitures, and attend all necessary court appearances regarding the same.

2. **Conflict of Interest and Attorney/Client Privilege Issues:**

- a. **Conflict of Interest:** The Law Firm will notify the City if the Law Firm represents or has ever represented an opposing party in a legal matter, whether within or outside of any of the retainers. In the event of a conflict, the City shall arrange for suitable, alternate representation.
- b. **Attorney/Client Privilege:** The Law Firm is authorized to utilize e-mail without encryption to transmit and receive confidential client information. Digital cordless and cellular telephones within a digital service area would be best to be used to transmit and receive confidential client information and may be used by the Law Firm to transmit and receive confidential client information. The City specifically acknowledges that it understands the confidentiality risks associated with inadvertent interception.

3. **Prosecution Services Billing Format, Cycle, Payment Expectations and Interests:**

- a. **Billing Format:** The Law Firm will submit monthly statements, for legal services rendered for the prior month including expenses incurred.
- b. **Payment Expectations:** The City will pay the bill of the Law Firm routinely according to its internal payment procedures by forwarding a check to the Law Firm paying for both legal services and expenses shown on the Law Firm's bill.
- c. **Work Product:** Pursuant to Rule 1.16(d) of the Minnesota Rules of Professional Responsibility, upon termination of the professional relationship all retained records, information and materials prepared or developed in connection with the services provided shall be provided to the City.
- d. **Insurance:** The Law Firm shall maintain professional liability (malpractice) insurance at a minimum coverage level of \$1,000,000 per claim, and \$3,000,000 annual aggregate.
- e. **Disputes:** In the event that the City disputes any aspect of the Law Firm's bill, the appropriate City representative will contact Mark J. Vierling at the Law Firm stating

the nature of the dispute. Any unresolved disputes, controversies or claims arising out of this Agreement shall be submitted to the attorney/client fee arbitration program sponsored by the Minnesota State Bar Association.

4. **Term of Agreement and Contacts:**

- a. **Term:** The term of this Agreement will be from January 1, 2012, to December 31, 2012.
 - i. During the term of the Agreement, either party may terminate the Agreement upon 90 calendar days written notice to the other party.
 - ii. The parties agree to mutually evaluate the usage of legal services during the prior year of this Contract in order to evaluate usage and identify areas where modification(s) in the parties' relationship may be mutually beneficial.
- b. **Authorized Contact Person:** Thomas Weidner, Jennifer Nodes and Wendy Murphy will act as lead prosecutors for the City. However, the parties contemplate that other attorneys in the Law Firm will also be providing services to the City subject to advance approval by the City.
- c. **City Approval:** The City Council has approved the Law Firm's past performance of legal services for the City and the Law Firm is authorized to commence performing services under this contract on January 1, 2012.

CITY OF GRANT

ECKBERG, LAMMERS, BRIGGS,
WOLFF & VIERLING, P.L.L.P.

By: Tom Carr
Its: Mayor

By: Nicholas J. Vivian
Its: Attorney

By: Kim Points
Its: City Clerk

Dated: _____, 2011

Dated: _____, 2011

Date: August 18, 2011

To: Honorable Mayor & City Council Members

From: Jack Kramer Build & Code Enforcement Official

Zoning Violations:

1. Mr. Lauren Fariss 10280 Kismet Ln. Violation of the City of Grant Zoning Ordinance Section 13-20 Movable Property & Section 320320 Reasonable Maintenance.

a. I re inspected the property last week and continued clean progress continues. Mr. Fariss has completed landscaping along the sides of the driveway access and near the residence. I will continue to allow additional clean up time as long as progress continues in a reasonable fashion.

2. Mr. David Johnson 9945 Justen Tr. N. Violation of the City of Grant Zoning Ordinance Section 32-181 Building Permit and Compliance with Building Code Required. And Section 32-313 Accessory Buildings and Other Non-Dwelling Structures.

a. Mr. Johnson was asked stop construction last month on an addition to his pole building. Due to violations of the city zoning ordinance. Mr. Johnson does not have a valid building permit for the work and the addition violates the ordinance by having excessive square footage of an accessory building in relation to the current size of his property.

I contacted Mr. Johnson last week to request his plans for making application for a variance or for removal of the structure. He commented that he did not receive the variance papers that he requested.

I advised him that I shall only allow a week for the variance papers to be sent to the clerk or the structure will be required to comply with the requirements of the ordinance.

3. Mr. William Gieschen 11505 115th. St. N. Violation of the City of Grant Zoning Ordinance Section 6-52 (5) Article 111 Dogs Nuisances.

a. The city clerk received a complaint from a resident of dog noises resonating from the direction of Mr. Gieschen's property. The complaint indicated that several dogs are barking at various times of the day.

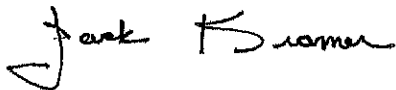
I investigated the complaint at several times within a week period and at different times of the day and at the end of the investigation, I noted a few times of hearing dogs barking.

I sent a letter to the property owner advising him of the ordinance requirements and currently no further complaints have been noted.

Building Permit Activity:

Twenty Three (23) building permits have been issued for this time period with a total valuation of \$ 602,431.35. Please note, the city has not currently issued any permits for single family residences and permits issued to date are behind last year at this time.

Respectfully submitted,

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

Jack Kramer

Building & Code Enforcement Official

Grant Master Form Permit	Permit Type	Name	Project Address	Date Issue	Valuation:	City Fee:	Plan CK Fee:	75% Surcharge	Paid
2011-81	Re-Roof	King	10620 - 60th. St. N.	7/20/2011	\$ 4,950.00	\$ 111.25	\$ 83.43	\$ -	\$ 2.47
2011-82	Plumbing	Kanis	11490 Julianne Ave. N.	7/20/2011	\$ -	\$ 80.00	\$ 60.00	\$ -	\$ 5.00
2011-83	Re-Roof	Zachbauer	10660- 60th St. N.	7/23/2011	\$ 9,599.35	\$ 181.25	\$ 135.93	\$ -	\$ 4.79
2011-84	Windows	Sabbann	10120 Jody Ave. N.	7/25/2011	\$ 17,426.00	\$ 293.25	\$ 219.93	\$ -	\$ 8.71
2011-85	Windows	Farrell	10958-62nd. St. N.	7/25/2011	\$ 12,760.00	\$ 223.25	\$ 167.43	\$ -	\$ 6.38
2011-86	Re-Roof	Enfield	8400 Manning Ave. N.	7/25/2011	\$ 9,980.00	\$ 181.25	\$ 135.93	\$ -	\$ 4.99
2011-87	Re-Roof	Sabbann	10120 Jody Ave. N.	7/26/2011	\$ 20,000.00	\$ 321.25	\$ 240.93	\$ -	\$ 10.00
2011-88	HVAC	Ritt	11968 Ironwood Ave. N.	7/27/2011	\$ -	\$ 80.00	\$ 60.00	\$ -	\$ 5.00
2011-89	HVAC	Barrett	10270 -67th. St. N.	7/27/2011	\$ -	\$ 80.00	\$ 60.00	\$ -	\$ 5.00
2011-90	Siding	Peterson	6052 Jasmine Ave. N	7/27/2011	\$ 725.00	\$ 69.25	\$ 51.93	\$ -	\$ 1.00
2011-91	Roof/Siding	Becker	8990 - 107th. St. N.	8/3/2011	\$ 26,000.00	\$ 401.87	\$ 301.40	\$ -	\$ 13.00
2011-92	HVAC Permit	Tope	10065 -67th. St.N.	8/3/2011	\$ -	\$ 80.00	\$ 60.00	\$ -	\$ 5.00
2011-93	Addition	James	9970 Joliet Ave.N	8/4/2011	\$ 189,000.00	\$ 1,553.75	\$ 1,165.31	\$ 1,009.93	\$ 94.50
2011-94	Shed	Herding	10190 - 110th. St. N.	8/4/2011	\$ 3,000.00	\$ 83.25	\$ 62.43	\$ -	\$ 1.50
2011-95	Re-Roof	Sullivan	10025 Indigo Tr.N.	8/6/2011	\$ 15,721.00	\$ 265.25	\$ 198.93	\$ -	\$ 7.86
2011-96	Re-Roof	Vannud	9750 Jamaca Ave. N	8/10/2011	\$ 12,000.00	\$ 209.25	\$ 156.93	\$ -	\$ 6.00
2011-97	HVAC Permit	Daine	9757 Janero Ct.	8/10/2011	\$ -	\$ 80.00	\$ 60.00	\$ -	\$ 5.00
2011-98	Plumbing	Nagel	7923 Jamaca Ave. N.	8/15/2011	\$ -	\$ 80.00	\$ 60.00	\$ -	\$ 5.00
2011-99	Re-roof	Lynn	10191 Juno Ave. N.	8/15/2011	\$ 4,900.00	\$ 111.25	\$ 83.43	\$ -	\$ 2.45
2011-100	Horse Arena	Horseland	8765 -68th. St. N.	8/15/2011	\$ 257,000.00	\$ 1,872.95	\$ 1,404.71	\$ -	\$ 128.50
2011-101	Addition	Berg	7870 Leeward Ave. N.	8/16/2011	\$ 17,920.00	\$ 293.25	\$ 219.93	\$ 190.61	\$ 8.96
2011-102	Windows	Stranger	10710 - 88th. St. N.	8/16,2011	\$ 1,450.00	\$ 69.25	\$ 51.93	\$ -	\$ -
2011-103	HVAC Permit	Kanis	11498 Julianne Ave.	8/16/2011	\$ -	\$ 80.00	\$ 60.00	\$ -	\$ 5.00
Monthly total					\$ 602,431.35	\$ 6,800.82	\$ 5,100.51	\$ 1,200.54	\$ 336.11

AGENDA ITEM 8A

STAFF ORIGINATOR	Kim Points
MEETING DATE	September 6, 2011
TOPIC	Website Items
VOTE REQUIRED	None Required

BACKGROUND

Mayor Carr advised at the June, 2011 City Council Meeting that Website Items would be on every agenda for discussion, thoughts and ideas for items to be placed on the City's website.

RECOMMENDATION

Council direction regarding additional website items

AGENDA ITEM 8B

STAFF ORIGINATOR Kim Points
MEETING DATE September 6, 2011
TOPIC Town Hall Improvements

BACKGROUND

Last fall the City requested bids as well as approved bids for the Town Hall improvements in the basement.

Based on the earlier agenda item, Oakleigh Update, staff is requesting authorization to move forward with the improvements, based on the bids as outlined.

The bid from Bell's Trucking for the foundation water correction, has been revised and reduced by approximately \$7,000 to reflect the dollars that are available for this project.

RECOMMENDATION

Council authorization to move forward with the improvements based on the available funds.

*BELL'S TRUCKING INC
P.O. BOX 775
STILLWATER, MN 55082
(651)439-6375*

Foundation water correction

8/26/2011
City of Grant

1. Remove 3 trees.
2. Excavate foundation for waterproofing and installing draitile.
3. Waterproof foundation.
4. Install draitile rock and cover with geo-tech fabric.
5. Backfill and compact.
6. Cut in a swale to set drainage around building to carry water away.
7. Set drainage from walk out to carry water away from building.

Total project cost \$9000.00

NOTE: If customer wants insulation placed on foundation walls it would be an additional cost.

2000 industrial boulevard . stillwater, minnesota 55082
p 651.439.2844 . f 651.430.2922
catesfinehomes.com . mn lic no. 20533260

CATES
FINE HOMES

Revised August 16, 2010
August 12, 2010

Grant Town Hall
Attn: Jack Kramer
8380 Kimbro Ave
Stillwater, MN 55082

Noted below is an estimate for mold mitigation & reconstruction of the basement for the City Hall. Price includes:

- Remove entire walkout wall (save steel door if possible)
 - Reframe new walkout wall with new siding on exterior and treated plywood on interior
 - Paint exterior to match existing as close as possible
 - Insulate wall with spray foam
- Remove existing suspended ceiling and lighting and dispose of
 - Remove any other miscellaneous debris in basement
- Power wash concrete walls & clean with commercial cleaner
 - Seal concrete floor
- Spray foam rim joist in entire basement area
- ~~Concrete block walls insulated on exterior (included in John Bell price)~~
- Install 6 can lights; 4 receptacles
- Clean mold on steel door at walkout wall & reuse. If door cannot be reused add \$300.00 to contract
- Remove siding along rim joist on north & south side. Fix rim as needed & replace siding. Paint siding to match existing as close as possible
- Floor joist & underside of floor plywood to be cleaned and painted with Kilz
- Supply and Install foil faced insulation, chaulked on top and bottom and seams taped.

Add - \$500.00 to paint interior block walls with a mold resistant paint.

All of the above work to be performed in substantial workmanlike manner for a total sum of: \$10,9340.00.

celebrating 40 years | proud builder + remodeler since 1970

Payments to be made as follows: \$3,000.00 down and balance upon completion.

MECHANIC'S LIEN NOTICE: The OWNER acknowledges that simultaneously with the execution of this agreement that he/she received all written notices required under M.S.A. 514.011 (Notice of Intention to File Mechanic's Lien).

ATTENTION OWNERS

A. ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

B. UNDER MINNESOTA LAW YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM YOUR CONTRACTOR PRICE; OR WITHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER THE COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

Respectfully Submitted:

Cates Fine Homes, LLC. License #20533260 Note: This proposal may be withdrawn by us if not accepted within 30 days from date noted above.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and hereby accepted you are to do the work as specified.

Signature _____
Date _____

PROPOSAL APOLLO HEATING

6510 highway 36 Blvd. N Oakdale, MN 55128
Phone: 651-770-0603 Fax: 651-770-1100

PROPOSAL SUBMITTED TO	City of Grant / Jack Kramer	PHONE	651-351-5051	DATE	8/13/2010
STREET	8380 Kimbro Ave. N	JOB NAME	Grant city hall		
CITY, STATE, ZIP CODE	Stillwater, MN 55082	JOB LOCATION	Same		
ARCHITECT	DATE OF PLANS	Job phone	Cell phone		

We hereby submit specifications and estimates for:

Furnish all labor and material to install dehumidification / ventilation system in basement of city hall.

Install UA 90H (90 pint / day) 240 cfm ventilating dehumidifier with pigtail plug in to receptacle installed in one of the existing electric circuits. Drain to interior drain in building. Unit specifications as follows:

- Supply Voltage: 110-120 volt-60 Hz
- Current Draw: 6.7 Amps
- Energy Factor: 2.5 L / kWh
- Minimum Performance @ 80* F and 60% RH: water removal 90 pints / day; efficiency 5.3 pints / kWh
- Filter Efficiency: Standard MERV 11 (65% ASHRAE Dust Spot)
- Control: DEH 3000 Digital Control with fan control and ventilation options.

Includes all labor, material, taxes, electric(from existing service), permits and site cleanup,
Warranty: 1 year 100% parts and labor on all equipment; 5 year 100% condenser, evaporator and compressor

Cost as specified: \$1,983.00

Option 1: fresh air ventilation with 6" intake, insulated flexible air duct, backdraft damper and electric air damper wired to DEH 3000 control.

Add: \$465.00

We Propose hereby to furnish material and labor – complete in accordance with above specifications for the sum of:

as chosen from above _____ dollars

Payment to be made as follows: **As Agreed**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications will be executed only upon written orders and will become an extra charge over and above this estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.

Authorized Signature **Tom Fitzgerald**

Note: This proposal may be withdrawn if not accepted within 30 days

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

Signature _____

Date of acceptance _____

Signature _____

PROPOSAL APOLLO HEATING

6510 highway 36 Blvd. N Oakdale, MN 55128
Phone: 651-770-0603 Fax: 651-770-1100

PROPOSAL SUBMITTED TO	City of Grant / Jack Kramer	PHONE	651-351-5051	DATE	8/16/2010
STREET	8380 Kimbro Ave. N	JOB NAME	Grant city hall		
CITY, STATE, ZIP CODE	Stillwater, MN 55082	JOB LOCATION	Same		
ARCHITECT	DATE OF PLANS	Job phone	Cell phone		

We hereby submit specifications and estimates for:

Supplement to proposal for dehumidification system proposal dated 8/13/2010.

Furnish all labor and material to install supplemental electric heat in basement of city hall. Work to be done at time of installation of dehumidification system .

Install (2) 5KW electric hanging heaters in basement. Connect to existing wiring.

Cost as specified: \$1,540.00

\$ 3,988.00
COMPLETE.

We Propose hereby to furnish material and labor – complete in accordance with above specifications for the sum of:

as chosen from above

Payment to be made as follows: As Agreed dollars

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications will be executed only upon written orders and will become an extra charge over and above this estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.

Authorized Signature Tom Fitzgerald

Note: This proposal may be withdrawn if not accepted within 30 days

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

Signature _____

Date of acceptance _____

Signature _____

An AMC Company

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2011-11**

**RESOLUTION ESTABLISHING THE PRELIMINARY LEVY CERTIFICATION FOR
THE CITY'S GENERAL FUND AT \$ _____**

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

WHEREAS, the City Council is required to adopt its 2012 Preliminary Levy Certification on or before September 15, 2011; and

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

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

1. Establish the 2012 General Fund Preliminary Levy's certification at \$ _____.

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

Tom Carr
Steve Bohnen
Scott Fogelson
Jeff Huber
Dan Potter

Whereupon, said resolution was declared duly passed and adopted and signed by the Mayor and attested by the City Clerk, passed by the City Council, City of Grant, Washington County, Minnesota, on this 6th day of September, 2011.

Thomas Carr, Mayor

Attest:

Kim Points, City Clerk

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2011-12**

RESOLUTION ADOPTING PRELIMINARY CITY BUDGET FOR 2012

WHEREAS, the City of Grant established a preliminary certification of the City of Grant's levy at its September 6, 2011 meeting; and

WHEREAS, the City of Grant is not required to and will not be holding public hearings for the 2012 budget; and

WHEREAS, the City Council for the City of Grant wishes to establish its preliminary 2012 budget which must be certified to the Washington County Auditor/Treasurer by September 15, 2011

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

BE IT RESOLVED, that the City Council of the City of Grant, Washington County, Minnesota hereby adopts a preliminary City budget for 2012 in the amount of \$_____ The motion for adopting the foregoing resolution was acted upon by motion and seconded, and upon a roll call being taken thereon, the following voted via voice:

Tom Carr
Steve Bohnen
Scott Fogelson
Jeff Huber
Dan Potter

Whereupon, said resolution was declared duly passed and adopted and signed by the Mayor and attested by the City Clerk, passed by the City Council, City of Grant, Washington County, Minnesota, on this 6th day of September, 2011.

Thomas Carr, Mayor

Kim Points, City Clerk

Special Event Liability

TYPE OF EVENT

- | | | |
|---|--|--|
| <input type="checkbox"/> Beer Garden/Beer Tent | <input type="checkbox"/> Fund Raiser | <input type="checkbox"/> Individual Vendor Booth |
| <input type="checkbox"/> Car Show | <input type="checkbox"/> Motor Vehicle Race/Show | <input checked="" type="checkbox"/> Picnic |
| <input type="checkbox"/> Concerts/Musical Performance | <input type="checkbox"/> Competition or Show | <input type="checkbox"/> Sporting Event/Tournament |
| <input type="checkbox"/> Conventions/Trade Show/Exhibit | <input checked="" type="checkbox"/> Parade | <input type="checkbox"/> Wedding/Wedding Reception |
| <input type="checkbox"/> Festival | <input checked="" type="checkbox"/> Party/Social Event | <input type="checkbox"/> Other (describe): _____ |

GENERAL INFORMATION

1. a. Who is sponsoring the event? Volunteers/Local Businesses/City
(List only one legal & dba name. Do not include "etal", "etc." or other similar wording in the name).
- b. Mailing address: PO Box 577, Wilberville, MN 55090
- c. Describe City's role and responsibility in event: The picnic is being held on City property
- d. Is there a website for this event? Yes* No
*If yes, provide website address: N/A
2. a. Name of additional insured: _____
 b. Mailing address: _____
 c. Additional insured's interest in event: _____
3. a. Location of event (complete street number/name, city, state & zip): 8380 Kimbro Ave N.
 b. Will the event take place on the _____ premises? Yes No
 c. Location is: Private Residence Liquor-Licensed Establishment Indoors
 Convention Center Stadium Outdoors
 Arena Fair Grounds Other (describe): City Property
4. a. Dates of event: From: 9, 10, 11 To: 9, 10, 11
(If one day event, and date should be the same as start date. Quote will contemplate coverage for events continuing past 12:00 AM).
 b. Desired coverage date(s): From: 9, 10, 11 To: 9, 10, 11
 c. If event date(s) differs from desired coverage date(s), explain: _____
 d. Is set-up and take-down coverage needed for additional dates? Yes* No
*If yes, what are the dates and what will this exposure include?
N/A
*Will there be any heavy machinery used? Yes No
- e. Would you like to include a rain date? Yes* No *If yes, what date? _____
5. Hours of event: From: 10 AM To: 2 AM If hours vary by date, describe: _____
6. FULL SCHEDULE/DESCRIPTION AND PURPOSE OF EVENT (Attach copy of brochure, website pages and flyer to this application or include details on all activities taking place): Tractor Parade/Picnic
7. Will there be any entertainment? Yes* No
*If yes, describe and include name of performers and acts: _____
8. a. ESTIMATED TOTAL ATTENDEES PER DAY: 350
 b. Average age of attendees: 45
 c. If applicant is an individual exhibitor/vendor, what is the estimated attendees per day anticipated to visit their booth? N/A
 d. What is the maximum capacity of facility holding event? N/A

* Hi Chris,

The city just wants to know if the activity is already covered by policy. Activity being the picnic and parade on the City roads. If not currently covered, what cost would be for this type of rider.

Event date is sept. 10, 2011
 Plan is to do this annually

Thanks,
 Kim Parks

11. Number of years event has been previously held: One year
 12. Actual total attendance for prior year's event: 150

LIQUOR LIABILITY

15. ESTIMATED NUMBER OF ATTENDEES CONSUMING ALCOHOL DAILY: zero

16. a. Is applicant the sole vendor/server of alcohol at event? Yes No*
 *If no, list number of other vendors/servers serving alcohol: n/a

b. Are all participating alcohol vendors/servers required to carry liquor liability limits for the event? Yes* No
 *If yes, what is the minimum requirement? n/a

17. a. Will alcohol be dispensed by a professional bartender? Yes No*
 *If no, describe how and by whom alcohol will be dispensed: n/a

b. Describe training and/or experience of persons serving alcohol: _____
 c. What measures are in place to prevent service of alcohol to minor and/or intoxicated persons? _____

18. If required, does applicant have a valid liquor license? Yes No Not Required

19. a. Is the applicant in the business of selling, serving or furnishing alcoholic beverages? Yes No

b. Will alcohol be sold? Yes* No
 *If yes, estimated gross alcohol receipts per day: _____

20. Is BYOB (Bring Your Own Bottle) or self-service of alcohol permitted? Yes No

21. Will event feature any of the following:

a. Mechanical rides/devices? Yes No

b. Moon bounce, rock climbing wall, trampolines or similar rebounding devices? Yes* No
 Describe: _____

*If yes, will a Certificate of Insurance be obtained for this exposure at the event? Yes No

c. Petting zoo or animal rides? Yes* No
 *If yes, will a Certificate of Insurance be obtained for this exposure at the event? Yes No

d. Firearms or fireworks? Yes No

e. Overnight camping? Yes No

f. Dunk tanks? Yes No

g. Water hazards? Yes* No
 *If yes, describe: _____

Will attendees be permitted to swim, boat, jet ski or fish? Yes No
 *If yes, describe: _____

22. Will the event use exhibitors, vendors, performers, contractors, sub-contractors or independent contractors? Yes* No

*If yes, explain: _____

*Are they required to carry their own insurance? n/a

*What limit is required? n/a

23. a. Describe security measures: Normal coverage by Washington County Sheriff's Dept.

b. Is security provided by: Independent contractors Employees of applicant On-duty police

c. If security is provided by independent contractors, are they required to carry their own insurance? Yes No

24. If this is a CONCERT/MUSICAL EVENT, complete below:
- a. Name(s) of performer(s): N/A
- b. Describe type of music: _____
- c. Performers are: Local National
- d. Will pyrotechnics be featured? Yes No
- e. Any special effects? Yes* No
*If yes, describe: _____
25. If this is a PARADE EVENT, complete below: (Please note, coverage for injury to parade participants is excluded from our policy).
- a. Has parade route been approved by local authorities and will route be secured by police? Yes No
*If no, explain: Yes, approved - 2 mile route on gravel roads
- b. Are parade participants permitted to throw souvenirs, candy or other items into the crowd? Yes No
- c. Describe parade route from start to finish: _____
26. If this is an ATHLETIC EVENT, complete below: (Please note, coverage for injury to athletic participants is excluded from our policy).
- a. Describe athletic event: N/A b. Professional or Amateur
- c. Is athletic participant's coverage desired? Yes No
27. If this is a MOTOR VEHICLE RACE, RODEO, TRACTOR PULL OR TRUCK SHOW, complete below: (Please note, coverage for injury to participants is excluded from our policy).
- a. Is the venue designed specifically for this type of activity? Yes No
- b. Are metal or concrete barriers in place to ensure spectator safety? Yes No
*If no, describe: None needed
- c. Are the barriers permanent? Yes No
- d. How high are the barriers? N/A
- e. What is the distance between the barriers and spectators? typical Road ROW - 12 feet?
- f. Will the venue provide a catch fence for the event? Yes No
- g. Are spectators ever permitted in the pit or infield area? Yes No
- h. Will event feature audience participation? (i.e. calf scrambles) Yes No
- i. If this is a rodeo, are the transfer areas between animal pens and the competition restricted from the general public? Yes No
28. If this is a HEALTH FAIR/CONVENTION, complete below:
- a. Will the event feature any medical or health treatment? Yes No
29. If this is a CAR SHOW/MOTOR VEHICLE SHOW, complete below:
- our policy).
- a. Do vehicles remain stationary throughout the show with the engines off? Yes No
- b. Will the event feature burnouts, drag races or flame throwing? Yes No