

**City of Grant
City Council Agenda
December 4, 2012**

The regular monthly meeting of the Grant City Council will be called to order at 6:00 o'clock p.m. on Tuesday, December 4, 2012, in the Grant Town Hall, 8380 Kimbro Ave. for the purpose of conducting the business hereafter listed, and all accepted additions thereto.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. TRUTH IN TAXATION, PUBLIC HEARING
4. ADJOURNMENT

**City of Grant
City Council Agenda
December 4, 2012**

The regular monthly meeting of the Grant City Council will be called to order at 7:00 o'clock p.m. on Tuesday, December 4, 2012, in the Grant Town Hall, 8380 Kimbro Ave. for the purpose of conducting the business hereafter listed, and all accepted additions thereto.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF REGULAR AGENDA**
4. **APPROVAL OF CONSENT AGENDA**
 - A. November 8, 2012 City Council Meeting Minutes
 - B. November 15, 2012 Special City Council Meeting Minutes
 - C. Bill List, \$60,688.21
 - D. City of Mahtomedi, 4th Quarter Fire Contract, \$28,739.50
 - E. City of Stillwater, 2nd Half Fire Contract, \$44,896.00
5. **PUBLIC COMMENT**
6. **STAFF REPORTS**
 - A. City Engineer, Phil Olson
 - i. Grading Contract Renewal
 - ii. November Staff Report
 - B. City Planner, Breanne Rothstein
 - i. Resolution No. 2012 – 12, Signal Acquisition, LLC, Amended CUP, 11900 Manning Cell Tower
 - ii. Resolution No. 2012- 13, Flug CUP, 8255 75th Avenue North
 - iii. November Staff Report
 - C. City Attorney, Nick Vivian
 - i. December Planning Commission Meeting
 - ii. Cable Commission Update
 - iii. November Staff Report
 - D. Building Inspector, Jack Kramer (report for November building activities)
7. **NEW BUSINESS**
 - A. November 9, 2012 Canvas of Election Meeting Minutes (Council Member Huber and Potter abstain)

- B. Resolution No. 2012 - 14, Final 2013 Levy
- C. Resolution No. 2012 - 15, Final 2013 Budget
- D. Resolution No. 2012-16, City of Grant Reserves Policy -
- E. Resolution No. 2012 -17, Sawmill 2013 Liquor License -
- F. Resolution No. 2012 –18, Applewood Hills 2013 Liquor License -
- G. Resolution No. 2012 –19, Big T Windy Acres -
- H. Resolution No. 2012 – 20, Shone’s Inc., Gausthaus Bavarian 2013 Liquor License -
- I. Resolution No. 2012 – 21, MoGrow, Inc., Indian Hills 2013 Liquor License -
- J. Schedule Joint City Council/Planning Commission Work Session
- K. Clarification of City Clerk Attendance at Planning Commission Meetings

8. OLD BUSINESS

- A. Website Items
- B. Town Hall Water Pump

9. DISCUSSION ITEMS

- A. Public Comment Inquires, Mayor Carr
- B. City Council Reports (any updates from Council)
- C. Staff Reports (any updates from Staff)

10. COMMUNITY CALENDAR DECEMBER 5 THROUGH DECEMBER 31, 2012:

Stillwater School Board Meeting, Thursday, December 6, 2012, Stillwater City Hall, 7:15 p.m.

Mahtomedi School Board Meeting, Thursday, December 13, 2012, District Education Center, 7:00 p.m.

Washington County Commissioners Meeting, most Tuesdays, Washington County Government Center, 9:00 a.m. (Schedule not confirmed or posted yet)

Planning Commission Meeting, Monday, December 17, 2012, Town Hall, 7:00 p.m.

City Office Closed, Monday & Tuesday, December 24 & 25, 2012, Christmas Holiday

11. ADJOURNMENT

ADDRESSING THE CITY COUNCIL

Persons wishing to address the Council on a subject which appears on the agenda must wait until the item is discussed by the Council. The procedure for consideration of an agenda item is (1) staff presentation; (2) presentations by petitioner or advisory bodies (if required); (3)

Council motion and seconded to place the matter on the floor; (4) Council questions of staff and/or advisory body reports and discussion; (5) presentations from the audience; and (6) Council decision.

Guidelines for Conduct at the City of Grant City Council Meetings
(Per 2007 Meeting Agendas)

The City of Grant welcomes the public to attend all public meetings, workshops, and hearings and you are encouraged to express your opinion during these meetings. To keep the agenda moving smoothly, the City uses the following basic guidelines for presentations made before the Council:

1. Public comment will be addressed as time allows and individuals must be recognized by the Mayor prior to making comment
2. Any individual addressing the Council will approach the microphone and clearly state both their name and address.
3. Comments shall be addressed to the City Council only and shall be confined to the agenda item under discussion.
4. Comments and reading of written statements shall be limited to 2 minutes and speakers will not be recognized to speak again until everyone who wishes to address the City Council has been heard. You are encouraged not to be repetitious of comments made by any previous speakers.
5. The number of individual presentations may be limited by the City Council to accommodate the scheduled agenda items.
6. Speakers shall respect the dignity of others being addressed directly or indirectly.

CITY OF GRANT
MINUTES

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DATE : November 8, 2012
TIME STARTED : 7:05 p.m.
TIME ENDED : 9:03 p.m.
MEMBERS PRESENT : Councilmember Bohnen, Fogelson, Huber, Potter
and Mayor Carr
MEMBERS ABSENT : None

Staff members present: City Attorney, Nick Vivian; City Engineer, Phil Olson; City Planner, Breanne Rothstein; and City Clerk, Kim Points

CALL TO ORDER

Mayor Carr called the meeting to order at 7:05 p.m.

PLEDGE OF ALLEGIANCE

SETTING THE AGENDA

Council Member Huber moved to approve the agenda as presented. Council Member Potter seconded the motion. Motion carried unanimously.

CONSENT AGENDA

- October 2, 2012, City Council Meeting Minutes Approved
- Bill List, \$31,443.37 Approved
- T.A. Schifsky & Sons, Jamaca Road Project, \$41,651.49 Approved
- Kline Bros. Excavating, Road Maintenance, \$1,077.50 Approved

Council Member Huber moved to approve the Consent Agenda, as presented. Council Member Fogelson seconded the motion. Motion carried unanimously.

PUBLIC COMMENT

Mr. Bob Tufty, Jasmine Avenue, came forward and commented on the burn restriction being lifted noting the DNR does post the burn restrictions state wide.

1 Mr. Larry Lanoux, Keswick Avenue, came forward and commented on the recent election and the
2 school site.

3 Mr. Bob Englehart, Joliet Avenue, came forward and commented on the cable services cable
4 commissioners receive from the Cable Commission.

5 Council Member Bohnen came forward and announced MnDOT has scheduled open houses on
6 regarding the Hwy 36 and Hilton Trail project on Thursday, November 15 at Lake Elmo City Hall
7 from 4-7 p.m. and Monday, November 19, 2012 at Mahtomedi City Hall from 5-7 p.m.

8 **CONCEPT PLAN REVIEW, MARK DUEA**

9 Mr. Mark Duea came forward and provided the background for the property and hobby farm. He
10 stated he would like to build a new home but there is an issue with splitting the property. He advised
11 he does not want to sell the property but would like to rent it for a while. The road access is the main
12 issue. He reviewed the proposed plan and requested Council direction relating to the road issue and
13 the accessory building currently on the property.

14 Mayor Carr pointed out the option and working with the neighbors to keep the building and perhaps
15 construction a cul-de-sac.

16 City Attorney Vivian advised the City does have examples of allowing cul-de-sacs on gravel roads.
17 The code allows for that flexibility.

18 City Planner Rothstein advised the property could be split down the middle but the size of the
19 accessory building would still be an issue. The road easement is calculated in the lot size.

20 Council Member Bohnen advised the City would have to maintain the roadway and cul-de-sacs do
21 present maintenance issues.

22 Council Member Fogelson pointed out the emergency services issue and the limitation relating to the
23 length of a cul-de-sac.

24 Mr. Duea advised he would like a private roadway. He stated the discussion has been helpful and he
25 will look at splitting the property down the middle and trying to save the pole barns.

26 **CONCEPT PLAN REVIEW, TONY COLLETTE**

27 Mr. Tony Collette, 9655 Keswick Ave., came forward and provided the background on the property.
28 He referred to a current plat pointing out the current homestead and the employ lots. He indicated he
29 is proposing to sell the front five acres of one parcel. That would leave him with one five acre lot and
30 one fifteen acre lot. There may be issues with wetlands and that will be monitored. The question is
31 the four for forty stipulation in the City code.

32 Mayor Carr advised the City does have short forty's and he does not see the proposal as a problem.

33 City Attorney Vivian advised there is a provision in the code to address the short forty using the
34 density calculation. A survey would be required and some of the minor subdivision restrictions can
35 be waived. The City had done lot line adjustments with the simple applications in the past. It
36 appears this would be more than that because it is creating a lot so it should go through the minor
37 subdivision process. The question is if Washington County requires a plat recording.
38

1 **STAFF REPORTS**

2
3 **City Engineer, Phil Olson**

4
5 **Staff Report** – City Engineer Olson reviewed the October staff report relating to engineering
6 activities.

7
8 Council Member Huber referred to the staff report and asked for clarification regarding water credits.

9
10 City Engineer Olson advised watersheds are moving towards the utilization of water banks. He stated
11 that to his knowledge there are not any within the City of Grant. Some cities do regular the water
12 bank system and he will keep the City posted.

13
14 Council Member Bohnen displayed a water bank that was created within a development in the City of
15 Grant.

16
17 **City Planner, Breanne Rothstein**

18
19 **Harmony Horse Farm Code Enforcement** – City Planner Rothstein provided a brief background on
20 this issue noting the apartments on the site were found by the Building Inspector. The property
21 owners are in violation of the City code. She requested Council direction.

22
23 City Attorney Vivian asked that the Council provide direction regarding the next step if they are in
24 fact in violation. The apartments should not be there and there are significant code violations. They
25 can't be occupied and need to be brought up to code.

26
27 Mayor Carr requested more information regarding the apartments and advised it may be possible for
28 the property owner to have another house there. The current issue is safety and liability with the
29 current apartments. More information is needed. He volunteered to speak to the property owners and
30 will provide an update at the next meeting.

31
32 **Staff Report** – A report from City Planner Rothstein was provided for October 2012 planning
33 activities to be placed on file.

34
35 **City Attorney, Nick Vivian**

36
37 **Axdahl Jacobs Development Agreement** – City Attorney Vivian provided the background of the
38 issue advising the road was to be completed by October 25, 2012. A letter was sent to the Axdahl
39 Attorney but the City has not received a response. The City does have securities in place to build the
40 road. Due to the time of year it seems appropriate to extend the completion of the road until next
41 spring. If it is not completed by then the City will have to utilize the securities and construct the
42 roadway.

1 Council Member Fogelson advised the road needs to get done. He suggested the City ensure the
2 contractors are in place by April 15, 2012. If that does not happen, the City should use the securities
3 and build the road. Manning Avenue needs to be safe. He inquired about a deadline on the securities.
4

5 City Attorney Vivian advised the road can't be built now. The City has allowed extensions before. If
6 another extension is allowed it is important that the contractors are in place and to complete the
7 project. He advised he would determine if there is a deadline on the securities.
8

9 Council Member Bohnen stated the timing is what the City needs to focus on. The road needs to be
10 built on way or another.
11

12 City Engineer Olson advised the public bid process for the project would take a minimum of three
13 months.
14

15 It was the consensus of the Council that the road needs to be constructed by next fall. The
16 performance bond will be revised to determine a deadline. A letter will be sent to the property owners
17 outlining what needs to be in place by February 1, 2013. If there is a bond expiration that conflicts
18 with the February 1, 2013 deadline, the securities should be withdrawn and held in an account.
19

20 **Building Inspector, Jack Kramer** – A report was from Building Inspector Kramer was provided for
21 October 2012 to be placed on file for review.
22

23 NEW BUSINESS

24

25 **Water Pump at Town Hall, 8380 Kimbro** – Mayor Carr referred to the information in the packet
26 relating to the water pump at Town Hall. The water has been tested several times and is
27 contaminated. Per the Department of Health, the City needs to seal the well or get it cleaned.
28

29 Council Member Bohnen and Council Member Fogelson indicated they are in favor of repairing the
30 well.
31

32 Mr. Lanoux came forward and suggested it is a good time for the city to put a well in. There is a
33 surplus in the budget and it would be a good investment.
34

35 Council Member Huber stated it is nice to water at the Town Hall site for some uses. He suggested a
36 shall well with a jet pump be installed. He advised he would do some research on that option and
37 bring information to the next Council meeting.
38

39 **Election Results, Council Member Potter** – Council Member Potter asked if the Canvas of Election
40 can be done prior to a requested recount.
41

42 City Attorney Vivian advised the Canvas of Election has to be done three to ten days after the
43 election. The referred to state law regarding this issue and advised the recount has been scheduled for
44 next Thursday. The Canvas of Election can be done but the certification of election cannot be
45 completed until after the recount.

1 It was the consensus of the Council that the City would fund the requested recount.
2

3 **OLD BUSINESS**
4

5 **Website Items** – Council Member Bohnen advised his City email has not been working for quite
6 some time. He did request the webmaster to correct the problem but it is still not working.
7

8 The Council directed staff to obtain an explanation from the as to why the City email is not working
9 properly.
10

11 **DISCUSSION ITEMS**
12

13 **Public Comment Inquires, Mayor Carr** – Council Member Bohnen stated at the last Council
14 meeting Mr. David inquired about a document tying him to the School District and the performance
15 review. He requested a response to that issue.
16

17 City Attorney Vivian advised he spoke to Mr. David regarding this issue. He advised he would make
18 it clear in his December staff report that Mr. David did not have any involvement in the School
19 District's concerns and issues.
20

21 **City Council Reports** – Council Member Bohnen advised that it has been a very busy month relating
22 to road work and year end projects. Jamaca Avenue has been completed and there are a couple more
23 projects he would like completed. There is approximately \$7000 left in the road budget and he would
24 like to do some grading and brushing. If no more projects are completed, the City may still dip into
25 the reserves in the amount of \$5,000 - \$10,000. Some additional graveling that should be done will
26 cost approximately \$3,000 - \$4,000.
27

28 It was the consensus of the Council to move forward with the additional graveling.
29

30 **Staff Reports (any updates from Staff)** – The City Clerk provided an update from the City Assessor
31 noting the 2012 field work has been completed. The scanning and storing electronically all Council
32 and Planning Commission packets has been completed back to year 2007. A requested recount for
33 the election was submitted and the Canvas of Election is Friday, November 9, 2012. A letter was
34 distributed to the City Council.
35

36 Mayor Carr asked the Council if a special meeting could be scheduled for Thursday, November 15,
37 2012 at 7:00 p.m.
38

39 The Council directed staff a special Council meeting and requested the City Attorney be present for
40 that meeting.
41

42 **COMMUNITY CALENDAR NOVEMBER 9 THROUGH NOVEMBER 30, 2012:**
43

44 **Special council Meeting, Canvas of Election Results, Friday, November 9, 2012 City Office, 9:00**
45 **a.m.**
46

1 **Planning Commission Meeting, Monday, November 19, 2012, Town Hall, 7:00 p.m.**

2

3 **City Office Closed, Thursday, November 22, 2012, Thanksgiving Day**

4

5 **ADJOURN**

6

7 **There being no further business, Council Member Huber moved to adjourn at 9:03 p.m.**

8

8 **Council Member Potter seconded the motion. Motion carried unanimously.**

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10

11 **These minutes were considered and approved at the regular Council Meeting December 4, 2012.**

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16 **Kim Points, City Clerk**

Tom Carr, Mayor

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**CITY OF GRANT
MINUTES**

DATE	: November 15, 2012
TIME STARTED	: 7:00 p.m.
TIME ENDED	: 9:40 p.m.
MEMBERS PRESENT	: Councilmember Bohnen, Fogelson, Huber, Potter and Mayor Carr
MEMBERS ABSENT	: None

Staff members present: City Attorney, Nick Vivian; City Clerk, Kim Points

CALL TO ORDER

Mayor Carr called the meeting to order at 7:07 p.m.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Council Member Huber moved to approve the agenda as presented. Council Member Fogelson seconded the motion. Motion carried unanimously.

Mayor Carr advised he would take public comment.

Mr. Bob Tufty, 6365 Jasmine Avenue, came forward and stated the City has a lot of City Clerks. The current Clerk has provided good consistent service and her help was invaluable when the Jasmine Avenue paving project when through. He stated he hopes the City does not lose her. He read letters of support from Mr. Dan Pohl and Mr. Tom Martin.

Mr. Roger St. George, Jasmine Avenue, came forward and stated he got to know the Clerk during the Jasmine Avenue paving project and on his quest for assessment information. He stated the Clerk has always been very professional and a great representative for the City. If the Council can do something about keeping the current Clerk they should do that. He read an email from another resident indicating support for the City Clerk.

1 Mr. Craig Johnston, Ironwood Avenue, came forward and stated he was on the Planning
2 Commission for six years. The current Clerk has been great and he wants her to stay.
3 There have been a lot of Clerks in past years and he suggested a raise.

4
5 Ms. Tina Lobin, Irish Avenue, came forward and stated it would be a huge and costly
6 mistake to replace the current clerk. A new Clerk would cost in the long run. The
7 Council should do what they can to keep the current Clerk in her position.

8
9 **CLOSED SESSION FOR THE PURPOSE OF EVALUATING THE**
10 **PERFORMANCE OF THE CITY CLERK, PURSUANT TO MINN.STAT.13D.05**

11
12 **Council Member Huber moved to go into closed session at 7:14 p.m. Council**
13 **Member Potter seconded the motion. Motion carried unanimously.**

14
15 **Council Member Huber moved to go back into open session at 9:35 p.m. Council**
16 **Member Potter seconded the motion. Motion carried unanimously.**

17
18 City Attorney Vivian advised the purpose of the closed session was to conduct a
19 performance evaluation of the City Clerk. The closed session was recorded.

20
21 **REVIEW CLOSED SESSION DISCUSSION ITEMS**

22
23 **Council Member Fogelson moved to change the title of the City Clerk to**
24 **Administrator/Clerk. Council Member Potter seconded the motion. Motion carried**
25 **unanimously.**

26
27 **ADJOURNMENT**

28
29 **Council Member Huber moved to adjourn at 9:40 p.m. Council Member Fogelson**
30 **seconded the motion. Motion carried unanimously.**

31
32 These minutes were considered, corrected and approved at the regular Council meeting held on
33 December 4, 2012.

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40 Kim Points, City Clerk

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Tom Carr, Mayor

Date range: 11/05/2012 to 11/27/2012

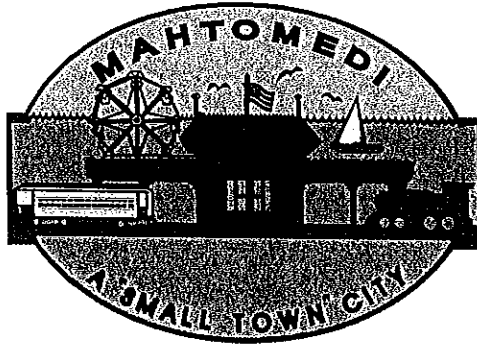
Vendor	Date	Check#	Total	Description	Void	Account#	Detail
Mike Perron	11/14/2012	11894	\$910.56	Brushing/Sales Use Tax	No	100-43114-300	\$910.56
Payroll Period Ending 11/26/2012	11/26/2012	11895	\$2,832.79		No	100-41101-100	\$2,832.79
James Christopherson	11/26/2012	11896	\$67.50	Election Judge	No	100-41301-100	\$67.50
Jerome Linser	11/26/2012	11897	\$131.25	Election Judge	No	100-41301-100	\$131.25
Cindy Nettekoven	11/26/2012	11898	\$71.25	Election Judge	No	100-41301-100	\$71.25
Barb Christopherson	11/26/2012	11899	\$60.00	Election Judge	No	100-41301-100	\$60.00
Daniel Gray	11/26/2012	11900	\$71.25	Election Judge	No	100-41301-100	\$71.25
Helen Bystrom	11/26/2012	11901	\$60.00	Election Judge	No	100-41301-100	\$60.00
Margaret Westin	11/26/2012	11902	\$60.00	Election Judge	No	100-41301-100	\$60.00
Ross Sublett	11/26/2012	11903	\$60.00	Election Judge	No	100-41301-100	\$60.00
Edward Welsch	11/26/2012	11904	\$120.00	Election Judge	No	100-41301-100	\$60.00
Gretchen Davidson	11/26/2012	11905	\$63.75	Election Judge	No	100-41301-100	\$120.00
Joyce Welander	11/26/2012	11906	\$120.00	Election Judge	No	100-41301-100	\$63.75
Mike Herbst	11/26/2012	11907	\$120.00	Election Judge	No	100-41301-100	\$120.00
Barbara Ramsden	11/26/2012	11908	\$71.25	Election Judge	No	100-41301-100	\$120.00
Mardell Kiner	11/26/2012	11909	\$120.00	Election Judge	No	100-41301-100	\$71.25
Marguente Rheinberger	11/26/2012	11910	\$71.25	Election Judge	No	100-41301-100	\$120.00
Becky Siekmeier	11/26/2012	11911	\$120.00	Election Judge	No	100-41301-100	\$71.25
Robert Tufty	11/26/2012	11912	\$142.50	Election Judge	No	100-41301-100	\$120.00
Barbara Kelly	11/26/2012	11913	\$78.75	Election Judge	No	100-41301-100	\$142.50
Maureen Mullaley	11/26/2012	11914	\$263.81	Head Election Judge	No	100-41301-100	\$78.75
City of Mahtomedi	11/26/2012	11915	\$28,739.50	4th Quarter Fire Contract	No	100-41301-100	\$249.38
Concord Printing	11/26/2012	11916	\$1,093.39	Fall Newsletter	No	100-41303-331	\$14.43
Xcel Energy	11/26/2012	11917	\$192.70	Utilities	No	100-42002-300	\$28,739.50

Disbursements List

City of Grant

Vendor	Date	Check #	Total	Description	Void	Account#	Detail
Sharon Schwarze	11/26/2012	11918	\$4,000.00	2012 Treasurer Services	No	100-43004-381	\$105.69
David's Consulting	11/26/2012	11919	\$1,143.56	Roadside Services/Tax	No	100-43010-381	\$10.64
Brochman Blacktopping Co.	11/26/2012	11920	\$1,440.00	Roads/Pothole Repair	No	100-43117-381	\$76.37
Ken Ronnan	11/26/2012	11921	\$185.25	Video Services	No	100-41104-300	\$4,000.00
Croix Valley Inspector	11/26/2012	11922	\$5,172.00	Building Inspector	No	100-43114-300	\$1,143.56
KEJ Enterprises	11/26/2012	11923	\$1,637.50	Pothole Patching	No	100-43109-300	\$1,440.00
CenturyLink	11/26/2012	11924	\$163.25	City Phone	No	100-41318-300	\$185.25
Kline Bros Excavating	11/26/2012	11925	\$4,718.75	Road Maintenance	No	100-42004-300	\$5,172.00
Glenn Larson	11/26/2012	11926	\$840.52	Website Hosting 2012	No	100-43113-300	\$1,637.50
AirFresh Industries	11/26/2012	11927	\$133.91	PortaPot	No	100-41309-321	\$163.25
Maroney's	11/26/2012	11928	\$87.25	Roadside Garbage/Clean Up Day	No	100-43101-300	\$3,958.75
Press Publications	11/26/2012	11929	\$308.41	legals	No	100-43126-300	\$760.00
League of MN Cities Insurance Trust	11/26/2012	11930	\$386.00	Volunteer Annual Insurance	No	100-41312-210	\$840.52
Sherill Reid Animal Control	11/26/2012	11931	\$270.00	Animal Control/Inv2012-4	No	100-43007-210	\$133.91
City of Stillwater	11/26/2012	11932	\$44,896.00	2nd Half Fire Contract	No	100-43105-384	\$87.25
Waste Management	11/26/2012	11933	\$4,347.38	Recycling	No	100-41303-361	\$185.30
Smith Appraisal Service	11/26/2012	11934	\$5,432.50	2nd Quarter Assessment Fees	No	100-41303-361	\$56.25
WSB & Associates	11/26/2012	11935	\$5,698.50	Engineering	No	844-49310-351	\$66.86
Sprint	11/26/2012	11936	\$32.80	City Cell Phone	No	100-41302-360	\$386.00
Eckberg Lammers	11/26/2012	11937	\$2,541.07	Legal Services	No	100-42006-300	\$270.00
			\$44,896.00		No	100-42003-300	\$44,896.00
			\$4,347.38		No	100-43011-384	\$4,347.38
			\$5,432.50		No	100-41208-300	\$5,432.50
			\$5,698.50		No	100-41203-300	\$1,402.00
					No	100-41209-300	\$1,431.00
					No	100-43123-300	\$346.50
					No	100-43125-300	\$118.50
					No	809-49310-300	\$396.00
					No	844-49310-300	\$1,128.00
					No	845-49310-300	\$876.50
			\$32.80	City Cell Phone	No	100-43116-321	\$32.80
			\$2,541.07	Legal Services	No		

<u>Vendor</u>	<u>Date</u>	<u>Check #</u>	<u>Total Description</u>	<u>Void</u>	<u>Account #</u>	<u>Detail</u>
PERA	11/26/2012	11938	\$507.32 PERA	No	100-41204-300	\$888.75
Payroll Period Ending 12/31/2012	11/26/2012	11939	\$2,278.55	No	100-41205-300	\$40.50
Payroll Period Ending 12/31/2012	11/26/2012	11940	\$2,562.15	No	100-41206-300	\$1,544.32
Payroll Period Ending 12/31/2012	11/26/2012	11941	\$2,278.55	No	844-49310-300	\$67.50
Payroll Period Ending 12/31/2012	11/26/2012	11942	\$2,278.55	No	100-41005-100	\$2,278.55
Payroll Period Ending 12/31/2012	11/26/2012	11943	\$2,278.55	No	100-41002-100	\$2,562.15
PERA	11/26/2012	11944	\$348.00 PERA	No	100-41005-100	\$2,278.55
IRS	11/26/2012	EFT29	\$870.39 Payroll Taxes October	No	100-41005-100	\$2,278.55
IRS	11/26/2012	EFT30	\$1,670.50 Annual Council Payroll	No	100-41003-120	\$348.00
					100-41103-100	\$287.48
					100-41107-100	\$370.59
					100-41110-100	\$157.83
					100-41112-100	\$54.49
Steve Bohnen	11/27/2012	11945	\$175.00 2012 Council Meetings	No	100-41004-100	\$221.85
					100-41008-100	\$739.00
					100-41110-100	\$527.52
					100-41112-100	\$182.13
					100-41006-100	\$175.00
Total For Selected Checks			\$134,323.71			\$134,323.71



December 21, 2011

City of Grant
c/o Kim Points
P.O. Box 577
Willernie, MN 55090

Dear Kim,

Please remit a check in the amount of \$28,739.50 for the 4th quarter fire contract. Please pay December 1, 2012.

If you have any questions, please feel free to give me a call at 651-426-3344.

Thank you,

A handwritten signature in cursive script that reads "Jerene Rogers".

Jerene Rogers
Account Clerk



DATE	INVOICE NO
11/01/2012	0046715

BILL TO
City of Grant P O Box 577 111 Wildwood Rd Willernie, MN 55090

DUE DATE
12/01/2012

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT
FIRE CONTRACT 1/1/12-12/31/12: 2nd Half Contracts \$89,792.00	1.00	\$44,896.00	\$44,896.00

INVOICE AMOUNT DUE:	\$44,896.00
----------------------------	--------------------

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (651)430-8800

Customer Name: City of Grant
 Customer No: 100353
 Account No: 0000006 - AR account for 100353

DUE DATE	INVOICE NO
12/01/2012	0046715

Please remit payment by the due date to:



City of Stillwater
 216 North 4th Street
 Stillwater, MN 55082

TOTAL AMOUNT DUE: \$44,896.00
AMOUNT PAID:

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: *November 26, 2012*

Re: *December Staff Report - Engineering*

A. **Agenda Items**

- i. **Grading Contract:** The current grading contract will expire on December 31, 2012. Quotes are required for a new contract.

A copy of the existing grading contract is attached for Council review and comment. Minor updates to the existing contract are required to prior to requesting quotes.

If Council authorizes staff to update this contract, quotes will be requested from contractors and presented to Council at the meeting in February. The preliminary grading budget for 2013 is \$50,000.

Action: Discussion. Authorize staff to send out RFQ.

- ii. **Staff Report/Council Update:**

- a. **Manning Avenue Roadway Improvements:** I met with Washington County on November 13th to discuss the County's proposed roadway rehabilitation project on Manning Avenue. This project is proposed include pavement replacement and intersection improvements between CSAH 12 (75th Street) and Highway 96. Washington County stated that they will be contacting Grant to schedule a City Council workshop where they can present/discuss the details of the project. The project is preliminarily scheduled for design and public meetings in 2013 and construction in 2014.

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

**CITY OF GRANT
ROUTINE GRAVEL ROAD
MAINTENANCE AGREEMENT**

This amended agreement, made and entered into this _____ day of _____, 2011, by and between the City of Grant, a Municipal Corporation, hereinafter referred to as "City", and _____ hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the City is desirous of contracting with the Contractor for the performance of routine maintenance of gravel roadways under the jurisdiction of said City; and

WHEREAS, the Contractor is agreeable to and desirous of rendering such maintenance services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for under Minnesota Law; and

WHEREAS, the parties acknowledge that this Agreement includes and incorporates by reference herein, the Request for Quotes, Special Provision for 2011-2012 Gravel Roadway Maintenance which is attached and incorporated herein as **Exhibit A**, and the Contractor's Accepted Bid Proposal which is attached and incorporated herein as **Exhibit B**, and

NOW, THEREFORE, pursuant to the terms of the law and any amendments and revisions subsequent thereto and in consideration of the mutual promises contained herein, it is mutually agreed between the City and Contractor as follows:

**SECTION I
SERVICES**

The Contractor agrees to provide gravel roadway maintenance within the corporate limits of the City to the extent and in the manner hereinafter set forth.

1. The Contractor will perform routine maintenance of the City's gravel roadways, which shall include grading and spot graveling as directed by the City's Road Commissioner and in accordance with the Special Provision prepared by WSB & Associates, Inc., for the contract years of 2011 – 2012 which are incorporated herein by reference.
2. The Contractor will perform additional maintenance, which shall include, but is not limited to, graveling, hauling as specifically requested by the Road Commissioner.
3. The Contractor will furnish personnel and operate equipment or hire same for said road maintenance operations as needed. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of the maintenance, but the Contractor shall not be responsible for the negligence of the City, its staff, or engineer in the Special Provision, method, technique, sequence or procedure which is shown or indicated in and expressly required by this Agreement and Policies which are incorporated herein by reference.
4. The standards of performance, discipline of employees, method of providing services, and other matters incident to the performance of road maintenance services under this Agreement,

including personnel to be employed, shall be determined by the Contractor. Contractor shall provide competent, suitably qualified personnel to perform the maintenance work as required by the contract, specifications, and policies. Contractor shall at all times maintain good discipline and order of its employees, contractors, and agents performing work under this contract, specifications, or policies.

5. The Contractor agrees to furnish all supplies, except as provided herein, hand tools and supervision necessary to perform the street and road maintenance services to be rendered under this Agreement.
6. The Contractor agrees to keep a record of the time of employees (start and finish times less breaks and lunch, travel time to the grading site, and re-fueling/maintenance time) for work done, equipment furnished, materials furnished, and shall prepare and make an itemized statement thereof showing the amount due hereunder and submit a weekly statement to the City.

SECTION II COST AND PAYMENT

The City agrees to pay the Contractor for the cost and expense for performing the road maintenance services provided for by this Agreement, with the amount of payment to be determined as set forth in the Request for Quotes.

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

<u>Fuel Price</u>	<u>Additional Hourly Payment</u>
Current - \$3.99 per gallon	No additional compensation
\$4.00 - \$4.49 per gallon	Additional \$2.50 per hour
\$4.50 per gallon or greater	Additional \$5.00 per hour

3. Upon receipt of a monthly statement from Contractor to the Engineer for equipment and material costs, the City agrees to pay contractor on a monthly basis.
4. Except as otherwise specified herein, the City shall not be obligated to, or responsible for, or liable for compensation or indemnity to any employee of the Contractor performing maintenance services under this Agreement to the City for injury or sickness arising out of his/her employment, and the Contractor agrees to hold the City harmless against any such claim.
5. The City shall determine the extent, nature, and level of service to be provided on said streets and roads and so inform the Contractor.

SECTION III
TERMINATION OF CONTRACT

Unless sooner terminated as provided herein, this Agreement shall be effective upon the date specified in Section VII, Paragraph 5 of this Agreement and shall be valid a period not to exceed two years ending on December 31, 2012. The contract shall be reviewed on an annual basis and is subject to termination by the City if the quality or performance of the work by the Contractor is unacceptable, or if the City in its sole discretion, deems it appropriate to utilize other means for maintaining their roadways.

a. The City may terminate this contract for cause if any one or more of the following events occurs:

1. Contractor's persistent failure to perform the work in accordance with the Agreement and policies (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment.)
2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction.
3. Contractor's disregard of the authority of the City, its Road Commissioner, or its Engineer.
4. Contractor's violation in any substantial way of any provisions of this Contract, the specifications, and policies of the City.

If one or more of the events identified in Section III, paragraph a. occur the City may, after giving the Contractor (and the surety) seven (7) days written notice terminate the services of Contractor. In such case, Contractor shall not be entitled to receive any further payments and City shall utilize whatever means are necessary to contract for the services to perform the duties the Contractor was to perform under this contract, specifications, or policies. If the unpaid balance owed to the Contractor exceeds all claims, costs, losses and charges of engineers, attorneys, and other professionals and all court or arbitration or other dispute resolution costs sustained by the City arising out of or relating to completing the maintenance contract, such excess will be paid to the Contractor.

If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to the City. When exercising any rights or remedies under this paragraph the City shall not be required to obtain the lowest price for the work to be performed.

Where the Contractor's services have been so terminated by the City, the termination will not affect any of the rights or remedies of City against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by City will not release Contractor from liability.

b. Notwithstanding the provisions of the above paragraph, or other provisions of this Agreement, the City or the Contractor may without cause and without prejudice terminate this Agreement upon seven (7) days written notice; after which said seven (7) days this Agreement shall terminate. In such case, Contractor shall be paid (without duplication of any items).

1. For completed and acceptable work executed in accordance with the Agreement and Policies prior to the effective date of the termination.
2. For expenses sustained prior to the effective date of termination in performing services and furnishing labor and materials as required by the Agreement and Policies in connection with uncompleted work.
3. For reasonable expenses directly attributable to termination.

Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

The City reserves the right to award work under this Contract based upon its budget, availability of manpower and equipment, response time, type and size of equipment available, referenced or previous work performed, and familiarity with the road system.

SECTION IV **EQUIPMENT UTILIZED UNDER THIS CONTRACT**

The Contractor shall utilize the equipment set forth in the Request for Quotes submitted by the Contractor.

SECTION V **DISPUTES OR GRIEVANCES**

1. In the event of a grievance or dispute between the City and the Contractor as to the extent, nature, and level of duties and services to be rendered under this Agreement, there shall be a hearing thereof by the Grant City Council.
 - a. The grievance or dispute may be presented at a regularly scheduled meeting of the City Council and the Contractor and City officer responsible for the roads along with the City Engineer may attend and present to the Council any information or data which will aid the Council in reaching a just, fair, and equitable determination of the grievance or dispute.
 - b. When a party wishes to present a dispute or grievance to the Council, Road Commissioner, the City Engineer's office, or Contractor shall contact the City Attorney and arrange for the time and date of the hearing on said dispute and the City Attorney shall notify in writing the parties at least five (5) days before said hearing, except in case of emergency.
 - c. In cases of extreme urgency or other emergency conditions, the City's Road Commissioner, the Council Engineer's office or the Contractor may request a special meeting of the Council by contacting the City Attorney to request the special meeting and to explain to the City Attorney the reasons for the necessity of such special meeting.
 - d. In the event an agreement cannot be reached between the City and the Contractor, an arbitration panel shall be established and the findings of this panel shall be final and conclusive upon the City and the Contractor. The panel shall consist of three members

with one member selected by the City, one selected by the Contractor, and the third selected by the two previously selected members.

SECTION VI
LIABILITY AND INDEMNIFICATION

1. The City, its officers, agents, and employees shall not assume or be liable for any intentional or negligent act of the Contractor or any officer, agent, or employee of the Contractor, and the Contractor agrees to hold the City, its officers, agents, and employees harmless from any intentional or negligent act of the Contractor or any officer, agent or employee of such Contractor, and the Contractor agrees to defend the City, its officers, agents, or employees from any claim for damages resulting from the alleged negligent or intentional act of the Contractor, or any officer, agent, or employee of the Contractor.
2. The Contractor, its officers, agents, and employees shall not assume or be liable for any intentional or negligent act of the City or any officer, agent, or employee of the City, and the City agrees to hold the Contractor, its officer's agents, and employees harmless from any intentional or negligent act of the City or any officer, agent, or employee of the City, and the City agrees to defend the Contractor, its officers, agents, or employees from any claim for damages resulting from the alleged negligent or intentional act of the City, or any officer, agent, or employee of the City.

Contractor shall not allow any subcontractor to commence work on a subcontract until such subcontractor has obtained satisfactory insurance coverage as to compensation, public liability, property damage and automobile insurance.

The Contractor shall maintain such insurance as will protect him from claims under worker's compensation acts, and from any other claims for damages for personal injury, including death, which may arise from operations under this Agreement, or Policies of the City which are part of this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them.

The Contractor shall take out and maintain during the life of this contract Comprehensive Automobile Public Liability Insurance in the amount not less than \$300,000 for injuries, including accidental death of any one person, and subject to the same limits for each person, in an amount not less than \$1,500,000 and Property Damage in an amount of not less than \$100,000 for each and every motor vehicle engaged in operations within the terms of this contract per occurrence.

The Contractor shall take out and maintain during the life of this contract such Comprehensive Public Liability Insurance, Property Damage Insurance and Contractor's Contingent or Protective Insurance as shall protect him and any subcontractors performing work covered by this contract from claims for damages for personal injury, including death, as well as from claims for property damages which may arise from operations under this contract, whether such operations are by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

Public Liability Insurance in an amount of not less than \$300,000 for injuries, including accidental death of any one person, and subject to the same limits for each person, in an amount of not less than \$1,200,000 on account of each occurrence, and Property Damage Insurance in an amount of not less than \$150,000 for each occurrence and \$300,000 aggregate amount.

In addition, the Contractor shall provide a \$1,000,000 umbrella clause.

The Contractor shall take out and maintain during the life of the Contract, in a company or companies approved by the City Engineer, City Protective Contingent Liability Insurance with the City as named insured and with the City Engineer as an additional named insured and in amounts as specified for Contractor's Liability Insurance for personal injury, including death, and for property damage which shall be provided and paid for by the Contractor. The policy shall be delivered to the City after its approval by the City Engineer.

Contractor shall furnish Performance and Payment Bonds, each in an amount of \$45,000 per year as security for the faithful performance and payment of all Contractors' obligations under the Contract, Specifications, and Policies of the City. These bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract. Contractor shall also furnish such other Bonds as are required by the Contract, Specifications, or Policies of the City. It is the Contractors responsibility to submit current bonds to the City Clerk on a yearly basis.

All Bonds shall be in the form prescribed by the City except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, as amended by the Financial Management Service, Surety Bond Branch, U.S. Department of Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business in this state is terminated or it ceases to meet the requirements of this section, Contractor shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of this section.

All Bonds and insurance required by this Contract, Specifications, and Policies of the City to be purchased and maintained by the City or Contractor shall be obtained from a surety or insurance companies that are duly licensed or authorized to issue Bonds or insurance in the State of Minnesota for the limits and coverage so required. Such surety and insurance companies shall meet such additional requirements and qualifications as set forth herein.

SECTION VII **GENERAL PROVISIONS**

1. The City, its officers, agents, and employees will cooperate with and assist the Contractor in the performance of this Agreement.
2. It is understood that this Agreement contains the entire Agreement between the City and the Contractor and that no statement, promises or inducements made by any party hereto, or officer, agent or employee of either party hereto, which is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon. It is expressly understood between the parties hereto, and this understanding shall be considered in interpreting the provisions of this Agreement, that upon notice given by any party hereto, later negotiations may be undertaken for the purpose of revising; adding to or striking any provision or provisions of this Agreement which appear unworkable or insufficient to perfect, maintain, and insure the purpose of this

Agreement, and any change of the original provisions of this Agreement, after agreement between the City and the Contractor, shall be written and attached to this Agreement as provided above and this later revision, addition or deletion shall only apply to the provision revised, added or deleted and the remainder of this Agreement shall remain in full force and effect.

3. Contractor shall pay all sales, consumer, use and other similar taxes, contributions for unemployment insurance, old age retirement benefits, life pensions and annuities required to be paid by him in accordance with the law of the State of Minnesota and the United States.
4. The Contractor shall notify the Washington County Sheriff's Department, the Mahtomedi Fire Department, and the Stillwater Fire Department prior to commencing any construction which will restrict traffic on a traveled roadway and shall again notify upon reopening the roadway to traffic. The Contractor must provide for emergency police and fire access to all properties at all times.
5. The effective date of this Agreement is the date on which the Agreement is fully executed, and its termination date is December 31, 2012, unless terminated prior to said date as outlined in Section III of this Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the City has caused this Agreement to be signed by its Mayor and attested to by its Clerk, and the Contractor has caused this Agreement to be signed by its authorized representative.

CITY OF GRANT

CONTRACTOR

Tom Carr Date
Mayor

Contractor Date

Kim Points Date
City Clerk

Approved as to form:

Nicholas J. Vivian Date
Grant City Attorney

SPECIAL PROVISIONS

01010 – SUMMARY OF WORK 1
01014 – WORK SEQUENCE 1
01570 – MAINTENANCE OF TRAFFIC 1
02118 – AGGREGATE SURFACING 2

SPECIAL PROVISIONS

01010 – SUMMARY OF WORK

This project consists of the routine grading of the gravel roadways in the City of Grant. Also included is the hauling and placement of aggregate road surface as directed by the City. The City of Grant reserves the right to work with additional contractors to complete grading work within the City, if more cost effective or timely.

01014 – WORK SEQUENCE

The Contractor shall commence work once authorized by the City's Road Commissioner. Grading will end each year once conditions are such that grading is not necessary as determined by the City's Road Commissioner. An articulated motor grader and operator shall be used on all cul-de-sacs and corners unless otherwise directed by the City's Road Commissioner. A non-articulated motor grader may be used on straight roadways where grading can be completed with the same efficiency and quality as an articulated motor grader.

Schedule: In general, it is expected that the Contractor will proceed with this work on a schedule that meets the City's needs for grading frequency.

In cases where there is not sufficient moisture to properly grade the roadways, the City's Road Commissioner may direct that grading be suspended. If the grader operator determines that the conditions are not adequate for proper grading, they should contact the Road Commissioner immediately to discuss the matter and take appropriate action.

During dry periods when grading has been suspended or reduced, the contractor is expected to immediately grade the roadways after a rainfall. The contractor is expected to work overtime and take advantage of favorable conditions.

Chemical Treated Roadways:

The City has a program for chemically treating gravel roadways. The program is managed by the City's Road Commissioner, and the locations where it is placed will be provided to the Contractor. The Contractor must suspend grading operations in all areas where the calcium chloride is applied, as directed by the City's Road Commissioner. Areas with calcium chloride may require grading as the calcium chloride loses its effectiveness. The City's Road Commissioner will inform the Contractor when this is the case.

Basis of Payment:

Non-Articulated Motor Grader and Operator: Payment by the hour shall be compensation in full for each non-articulated motor grader and operator. Payment shall include all overhead costs such as fuel, routine equipment maintenance, equipment storage, and operator benefits.

Articulated Motor Grader and Operator: Payment by the hour shall be compensation in full for each articulated motor grader and operator. Payment shall include all overhead costs such as fuel, routine equipment maintenance, equipment storage, and operator benefits.

The Contractor must submit weekly invoices detailing the hours worked and equipment used. The hours submitted for payment shall exclude time for breaks, lunch, fueling, maintenance, and travel time to the City of Grant. The contractor will not be compensated for time spent traveling to the City.

01570 – MAINTENANCE OF TRAFFIC

Traffic control shall be the sole responsibility of the Contractor and shall conform to the Minnesota Manual on Uniform Traffic Control Devices and any amendments to. The Contractor's operation shall not create a traffic hazard for motorists, and shall allow for continuous traffic flow on the roadway. Traffic control is incidental.

SPECIAL PROVISIONS

02118 – AGGREGATE SURFACING

02118.1 Description

This work shall consist of the spot-surfacing of aggregate roadways within the City of Grant as approved by the Road Commissioner. The Contractor shall provide, haul, place, and grade the aggregate at the locations suggested. The exact location for placement of the aggregate is to be approved prior to commencement of construction.

02118.2 Materials

Aggregate: The gradation of the Class 5 material must be within the limits shown in Table 3138-1 for material containing more than 60% crushed quarry rock.

Specification 3138.2C should be modified to state.

"In the production of Class 5 aggregate, there shall be at all times not less than fifteen percent (15%) of material which shall be crushed, as determined by the weight of the material retained on No. 4 and larger sieves."

Table 3138-1 shall be modified for Class 5 as follows:

No. 200 – six to ten percent (8% - 12%) passing.

02118.3 Construction Requirements

- A General: Aggregate shall be placed to a compacted thickness as required in accordance with Mn/DOT Specification 2118.3. Compaction shall be obtained by the specified density method to a minimum of one hundred (100) percent of the standard proctor density. The compacted thickness shall be within zero point five (0.05) feet of the thickness specified.

02218.4 Basis of Measurement and Payment

- A Payment for Aggregate Base Class 5 shall be paid on a "TON" basis at the contract unit price in the Bid Proposal. Payment shall include aggregate base, compaction, water added during compaction operations, water for dust control, and work as directed by the Road Commissioner.

The Contractor shall provide weight tickets to the Road Commissioner each day aggregate is placed.

Addendum 2
2011 - 2012 Gravel Roadway Maintenance
FOR THE CITY OF GRANT, MN

Item No.	Item	Description	Unit	Unit Price
1	2583.501	Articulated Motor Grader and Operator	HOUR	
2	2583.501	Non-articulated Motor Grader and Operator	HOUR	
3	2211.501	Aggregate Base Class 5	TON	

In submitting this proposal, the Undersigned acknowledges receipt of and has considered the following Addenda issued to the Contract Documents:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Signature: _____

Company Name: _____

Address: _____

Telephone Number: _____



Memorandum

To: *Grant Planning Commission Meeting November 19, 2012
Grant City Council Meeting December 4, 2012*

From: *Breanne Rothstein, City Planner
WSB & Associates*

Date: *November 9, 2012 (revised November 26, 2012)*

Re: *Application from Signal Acquisition, LLC for an amended Conditional Use Permit (CUP) to Modify and Upgrade Antennas and Associated Equipment on an Existing Cell Tower-WSB Project # 1936-26*

Request:

On September 4, 2012, the City received an application from Signal Acquisition, LLC for an amended conditional use permit to allow for modifications and upgrades of Sprint's antennas and cabinets on the existing cell tower.

Site Characteristics:

The subject property is located at 11900 Manning Trail. The site is characterized as a small farmstead. There are several other buildings on the site including a home, five other detached buildings, and four silos. The site itself is owned by Craig and Marcia DeWolf and American Tower Corporation owns the tower. The site is surrounded by farm land to the east and west and low density housing to the north and south.

Overview:

Sprint was originally granted approval to install their antennas and cabinets at the existing tower site in 2000. In 2006, Sprint received an amendment to their conditional use permit for modifications and upgrades to their equipment at the site. Documentation of the previously issued CUP and amendment could not be found for review. Therefore, staff proposes issuance of a new conditional use permit for the proposed modifications.

As shown on the submitted plans, Sprint currently has a total of three antenna sectors, with three antennas per sector for a total of nine antennas. As part of this project, Sprint proposes to add an additional 3 antennas (1 per sector) for a total of 12 antennas. The new antenna configuration will be tested by Sprint for a period of approximately 6-12 months. Following this test period, Sprint will remove three old antennas (one per sector), at which point Sprint will return to having a total of 9 antennas.

Other equipment to be added to the tower includes:

- 6 RRHs (Remote Radio Heads)

- 3 Filters
- 3 Hybrid Fiber Cables
- 1 Micro-Wave dish with 1 ODU and 1 LMR400 cable

All equipment associated with the antennas to be removed will also be removed including cables and RRH units. The micro-wave dish is something new and will be permanent.

On the ground, Sprint will also add two equipment cabinets within their self-contained shelter inside their leased area. These will be permanent and are not replacing cabinets to be removed. The new cabinets will be located entirely within the enclosed shelter inside Sprints leased area. A GPS antenna will also be added on the ground, most likely on a protective cover used for their coaxial cable coming out of the shelter at the base of the tower. The GPS antenna will be no taller than 15 feet off the ground.

In the review of the application, the property owner had not signed the application, and staff has requested that information.

Grant City Code Requirements:

Section 32-446, (a) of the Grant City Code states that a conditional use permit is required before any antenna or antenna support structure is installed or constructed for all cases that do not qualify for an administrative permit. While no individual upgrade requires a conditional use permit amendment, staff interpreted the total of all proposed changes (temporary antenna upgrades, the addition of a satellite dish, addition of cables, filters, new cabinets, and other appurtenances) to require a conditional use permit.

City code specifies standards for approving all conditional use permits, which are listed below:

- The use conforms with the City's Comprehensive Plan
- The use will not be detrimental to or endanger the public health, safety or general welfare of the city, its residents, or the existing neighborhood
- The use is compatible with the existing neighborhood
- The use meets condition or standards adopted by the city through other ordinances
- The use will not create additional requirements for facilities and services at public cost beyond normal uses
- The use will not involve use or activities that will be detrimental to people, property, or the general welfare because of production of traffic, noise, smoke, fumes, glare, odors or any other nuisances
- The use will not result in the destruction, loss or damage of natural, scenic, or historic features of importance
- The use will not increase flood potential or create additional water runoff onto surrounding properties

Analysis:

As technology improves, staff recognizes that such modifications are necessary to provide improved telecommunications service within the City of Grant. The use of antennas on the site is a permitted use and is consistent with the comprehensive plan. There are no elements of the proposal that will be detrimental to or endanger the public health, safety or general welfare of the

city, its residents, or the existing neighborhood. The use is compatible with the existing neighborhood. The use meets all conditions and standards adopted by the city. The use and proposed modifications by Sprint will not create additional requirements for facilities and services at public cost beyond normal uses. The use will not involve activities that will be detrimental to people, property, or the general welfare and will not produce any traffic, noise, smoke, fumes, glare, odors or any other nuisances. The use will not result in the destruction, loss or damage of natural, scenic, or historic features of importance. Also, the use will not increase flood potential or create additional water runoff onto surrounding properties.

Recommendation:

The proposed modifications by Sprint are consistent with all provisions of the code and all standards for approving conditional use permits.

The Planning Commission met on November 19, 2012 and recommended approval of the amended conditional use permit, subject to the following conditions:

- 1) Consent by property owner in the form of a signed application or letter stating such;
- 2) Payment of all land use fees associated with the application;
- 3) The proposed modifications and upgrades shall be consistent with the plans submitted to the city dated October 17, 2012;
- 4) Sprint shall be allowed 12 total antennas along with the associated equipment for a test period of 6-12 months, after which point, three old antennas and their associated equipment shall be removed within 72 hours;
- 5) Sprint shall be allowed to install 6 additional remote radio head units, 3 filters, 3 hybrid cables, and 1 micro-wave dish with 1 ODU and 1 LMR400 cable ;
- 6) Sprint shall be allowed to install 2 equipment cabinets to their existing configuration on the ground. The additional units must be within Sprint's self-contained shelter inside of their leased area;
- 7) Sprint shall be allowed 1 GPS antenna to be added to the ground equipment. The antenna may be no taller than 15 feet off the ground;
- 8) Upon completion of the test period and removal of the specified equipment, the applicant shall notify the city in writing of having done so;
- 9) The applicant shall comply with all applicable provisions of any regulations by the City of Grant, Washington County, State of Minnesota and federal law which govern the Tower site.

Requested Motion:

Motion to adopt Resolution 12-XXX approving the amended conditional use permit to allow for the addition of equipment to the tower located at 11900 Manning Trail, subject to the conditions listed in the staff report.

Attachments

- 1) Location Map

CUP Application
November 26, 2012
Page 4

2) Application Materials

3) Resolution 12-XXX amending the Conditional Use Permit

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2012-XX**

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR MODIFICATIONS
TO THE EXISTING TOWER LOCATED AT 11900 MANNING TRAIL TO ALLOW
FOR THE ADDITION OF ANTENNAS BY SPRINT P.C.S.**

WHEREAS, Signal Acquisition, LLC (“Applicant”), working on behalf of Sprint P.C.S. have properly applied for an amended Conditional Use Permit to allow for the addition of antennas on the tower located at 1190 Manning Trail, legally described in Exhibit A;

WHEREAS, the Planning Commission for the City of Grant conducted a public hearing in according with state statute on November 19, 2012 and public testimony was heard regarding the request;

AND WHEREAS, the Planning Commission recommended approval of the request, subject to several conditions.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA, that it does hereby approve the request from Signal Acquisition, LLC for an amended Conditional Use Permit, based upon the following findings of fact:

1. The Subject Property currently has a tower, owned by American Tower Corporation;
2. The Applicant currently has several pieces of equipment on the Subject Property;
3. The Applicant wishes to upgrade the technology on the Subject Property by replacing antennas, electrical boxes, and adding a satellite dish;
4. The use conforms with the City’s Comprehensive Plan;
5. The use will not be detrimental to or endanger the public health, safety or general welfare of the city, its residents, or the existing neighborhood;
6. The use is compatible with the existing neighborhood as an agricultural community;

7. The use meets conditions or standards adopted by the city through other ordinances;
8. The use will not create additional requirements for facilities and services at public cost beyond normal uses;
9. The use will not involve use or activities that will be detrimental to people, property, or the general welfare because of production of traffic, noise, smoke, fumes, glare, odors or any other nuisances;
10. The use will not result in the destruction, loss or damage of natural, scenic, or historic features of importance;
11. The use will not increase flood potential or create additional water runoff onto surrounding properties.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA, that the following conditions shall apply to the approved conditional use permit:

1. Consent by property owner in the form of a signed application or letter stating such;
2. Payment of all land use fees associated with the application;
3. The proposed modifications and upgrades shall be consistent with the plans submitted to the city dated October 17, 2012
4. Sprint shall be allowed 12 total antennas along with the associated equipment for a test period of 6-12 months, after which point, three old antennas and their associated equipment shall be removed within 72 hours
5. Sprint shall be allowed to install 6 additional remote radio head units, 3 filters, 3 hybrid cables, and 1 micro-wave dish with 1 ODU and 1 LMR400 cable
6. Sprint shall be allowed to install 2 equipment cabinets to their existing configuration on the ground. The additional units must be within Sprint's self-contained shelter inside of their leased area
7. Sprint shall be allowed 1 GPS antenna to be added to the ground equipment. The antenna may be no taller than 15 feet off the ground
8. Upon completion of the test period and removal of the specified equipment, the applicant shall notify the city in writing of having done so
9. The applicant shall comply with all applicable provisions of any regulations by the City of Grant, Washington County, State of Minnesota and federal law which govern the Tower site.

Adopted by the Grant City Council this 4th day of December, 2012.

Tom Carr, Mayor

State of Minnesota)
) ss.
County of Washington)

I, the undersigned, being the duly qualified and appointed Clerk of the City of Grant, Minnesota do hereby certify that I have carefully compared the foregoing resolution adopted at a meeting of the Grant City Council on March 1, 2011 with the original thereof on file in my office and the same is a full, true and complete transcript thereof.

Witness my hand as such City Clerk and the corporate seal of the City of Grant, Washington County, Minnesota this ____ day of _____, 2012.

Kim Points
Clerk
City of Grant

EXHIBIT A
(see subsequent page)

ATTACHMENT "A"

Land

Site Name: Dewell, MN
Address: 19500 Manning Trail
Stillwater, MN 55082

Site No: 50330

The Land is described and/or depicted as follows:

That part of the North Half of the Northwest Quarter of Section 1, Township 30, Range 21, Washington County, Minnesota, described as follows:

Commencing at the northeast corner of said North Half thence South 0 degrees 53 minutes 56 seconds East, bearings based on the Washington County Coordinates Grid, along the east line of said North half, a distance of 515.63 feet; thence South 82 degrees 36 minutes 34 seconds West a distance of 659.27 feet to the point of the beginning of the parcel to be described; thence North 7 degrees 23 minutes 26 seconds West a distance of 100.00 feet; thence South 82 degrees 36 minutes 34 seconds West a distance of 100.00 feet; thence South 7 degrees 23 minutes 26 seconds East a distance of 100.00 feet; thence North 82 degrees 36 minutes 34 seconds East a distance of 100.00 feet to the point of beginning.

Said lease area contains 10,000 square feet.



Exhibit A

Location Map
11900 Manning Trail

0 375 750
Feet



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



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

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

CONDITIONAL USE PERMIT

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

PARCEL IDENTIFICATION NO (PIN): 0103021210001 LEGAL DESCRIPTION: SEC 01, TWP 030, RNG 021		ZONING DISTRICT & COMP PLAN LAND USE: A-1, AG, Large Scale LOT SIZE:
PROJECT ADDRESS: 11900 Manning Trl Grant, MN 55082	OWNER: (Tower only) Name: American Tower Corp Address: 1101 Schaumburg, IL City, State: Phone: Email:	APPLICANT (IF DIFFERENT THAN OWNER): SIGNAL ACC., LLC c/o JOHN KNAPEK 18285 Imagery Lane Lakeville, MN 55044 612-986-1993
BRIEF DESCRIPTION OF REQUEST: MODIFICATION/UPGRADE OF SPRINT TELECOM ANTENNAS & CABINETS ON THIS EXISTING CELL TOWER.		
EXISTING SITE CONDITIONS:		
APPLICABLE ZONING CODE SECTION(S): Please review the referenced code section for a detailed description of required submittal documents, and subsequent process. 1. Division 5. Conditional Use Permits 32-141 through 157		

Submittal Materials

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

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

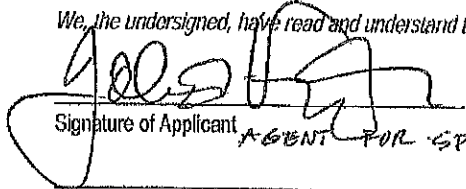
AP	CS	MATERIALS
<input type="checkbox"/>	<input type="checkbox"/>	<p>Site Plan: All full scale plans shall be at a scale not smaller than 1" = 100' and include a north arrow</p> <ul style="list-style-type: none"> ▪ Property dimensions ▪ Area in acres and square feet ▪ Setbacks ▪ Location of existing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

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

<input type="checkbox"/>	<input type="checkbox"/>	<p><u>Grading/Landscape Plan:</u> All full scale plans shall be at a scale not smaller than 1" = 100' and include a north arrow</p> <ul style="list-style-type: none"> ▪ Grading Plan ▪ Vegetation, landscaping, and screening plans including species and size of trees and shrubs ▪ Wetland Delineation ▪ Buildable area ▪ Topographic contours at 2-foot intervals, bluff line (if applicable) ▪ Waterbodies, Ordinary High Water Level and 100 year flood elevation ▪ Finished grading and drainage plan sufficient to drain and dispose of all surface water accumulated <p>COPIES: 4 plan sets 22"x34", 20 plan sets 11"x17"</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p><u>Architectural/Building Plan (if Applicable):</u> All full scale plans shall be at a scale not smaller than 1" = 100' and include a north arrow</p> <ul style="list-style-type: none"> ▪ Location of proposed buildings and their size including dimensions and total square footage ▪ Proposed floor plans ▪ Proposed elevations ▪ Description of building use <p>COPIES: 4 plan sets 22"x34", 20 plan sets 11"x17"</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p><u>Written Narrative Describing your request:</u> A written description of your request for the Conditional Use will be required to be submitted as a part of your application. The description must include the following:</p> <ul style="list-style-type: none"> ▪ Description of operation or use ▪ Number of employees (if applicable, if not state why) ▪ Sewer and water flow/user rates (if applicable, if not state why) ▪ Any soil limitations for the intended use, and plan indicating conservation/BMP's ▪ Hours of operation, including days and times (if applicable) ▪ Describe how you believe the requested conditional use fits the City's comprehensive plan <p>COPIES: 20</p>
<input type="checkbox"/>	<input type="checkbox"/>	Statement acknowledging that you have contacted the other governmental agencies such as Watershed Districts, County departments, State agencies, or others that may have authority over your property for approvals and necessary permits.
<input type="checkbox"/>	<input type="checkbox"/>	Mailing labels with names and address of property owners within ¼ mile (1,320 feet).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Paid Application Fee: \$400
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escrow Paid: \$3,000
MATERIALS THAT MAY BE REQUIRED UPON THE REQUEST OF THE CITY PLANNER		
<input type="checkbox"/>	<input type="checkbox"/>	<u>Survey of the property:</u> An official survey, by a licensed surveyor, must be submitted with the application. The survey shall be scalable and in an 11" x 17" or 8 ½" x 11" format.
<input type="checkbox"/>	<input type="checkbox"/>	Electronic copy of all submittal documents

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

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


 Signature of Applicant **AGENT FOR SPRINT** Date 9.4.2012

Signature of Owner (if different than applicant) _____ Date _____

Signal Acquisition, LLC

Wireless/ Telecom Consultant

18285 Imagery Lane Lakeville, MN 55044

office: 952.236.8845

mobile: 612.986.1993



September 4, 2012

RE: Memo to the Sprint Zoning Permit File – Letter / Narrative to City of Grant regarding proposed improvements

**Re: CUP Amendment for SPRINT tower site situated:
11900 Manning Trail, Grant, MN 55082
PID 0103021210001 – “DeWolf” property / MS72XC330**

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

City of Grant:

This narrative serves to demonstrate the necessity for Sprint PCS to request an amendment to their CUP for the above referenced telecom tower site.
Sprint and Nextel (nka: Sprint PCS) was approved back in 2000 and in 2006 to install their antennas and cabinets on this existing tower, owned by American Tower Corporation through the City of Grant, MN.

For this CUP Amendment, Sprint proposes to:

Add (3) antennas more to their current antenna count.
One antenna to each of their antenna sector configurations.

Currently, Sprint has 3 antennas per sector, with a TOTAL antenna count of 9.
After installing (1) antenna per sector -- Sprint shall have a TOTAL antenna count of 12 antennas affixed on the tower.

For an interim period (6 months) -- Sprint will test their new upgraded system configuration.
After 6 months -- Sprint will remove one of their old ‘legacy’ antennas per sector.
The one antenna per sector to be removed will be a "CDMA" (old technology or “legacy”) from remaining equipment.

Sprint will then have a final antenna TOTAL of 9 antennas.

Additionally, Sprint plans to add:
(6) RRHs, {Remote Radio Heads},
(3) Filters,
(3) Hybrid Fiber Cables,
1 Micro-Wave dish with 1 ODU and 1 LMR400 cable.

Sprint will also add (2) equipment cabinets to its existing configuration within their self-contained shelter inside their leased area.

(1) GPS Antenna will be added on the ground, most likely on a protective cover used for their coaxial cable coming out of their shelter at the base of the tower.

The GPS antenna will be no taller than 15 feet off the ground.

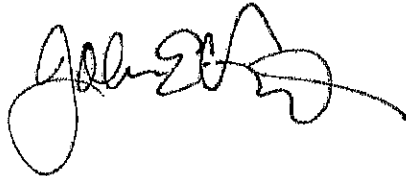
The existing Sprint antennas & associated equipment, will be "REMOVED" after a "TEST PERIOD" of (6) Six Months to (1) One Year.

With these noted changes – the City of Grant has been provided a set of the proposed changes referenced in the "Construction Drawings".

Also provided is a Structural Analysis report -- indicating the tower structure being capable of supporting the increased loading.

Let me know if there are any questions to this narrative.

Respectfully,



John Knapek

Agent for Sprint PCS
Signal Acquisition, LLC
18285 Imagery Lane
Lakeville, MN 55044
jeknapek@yahoo.com

Sprint



AMERICAN TOWER

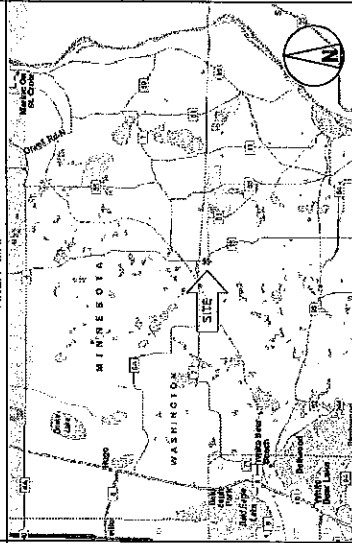
SITE NAME: F1 / MN0330-WITHROP
ATC SITE NAME: DEWOLF
SITE NUMBER: MS72XC330-A
ATC SITE NUMBER: 50336
SITE ADDRESS: 19900 MANNING TRAIL N
 STILLWATER, MN. 55082
 WASHINGTON COUNTY
SITE TYPE: EXISTING 195' MONOPOLE



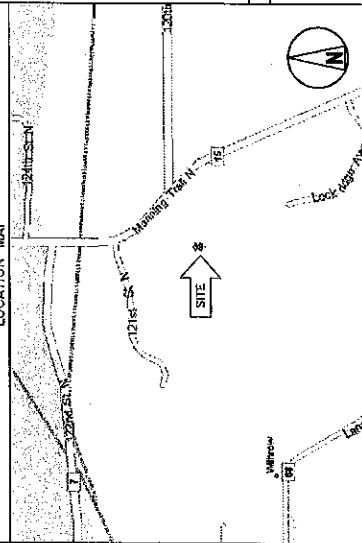
SITE INFORMATION

SITE ADDRESS:
 19900 MANNING TRAIL N
 STILLWATER, MN 55082
PROPERTY OWNER:
 AMERICAN TOWER
 10 PRESIDENTIAL WAY
 IRVING, TX 01801
ATC SITE#: 50336
EQUIPMENT SUPPLIER:
 SPRINT COMMUNICATIONS AMERICA (STA)
 1201 EAST LOOKOUT DRIVE
 RICHARDSON, TX 75082-4124
 (972) 761-7000
FIBER PROVIDER:
 AAV - N/A
DONOR - 3/A:
 POWER COMPANY:
 XCEL ENERGY
TELECO COMPANY:
 SPRINT
COUNTY:
 WASHINGTON
ZONING JURISDICTION:
 WASHINGTON COUNTY
ZONING DISTRICT:
 AGRICULTURAL/RESIDENTIAL
LATITUDE (NAD83):
 45.7 19.296° N
 45.1231111°
LONGITUDE (NAD83):
 92.82 36.189° W
 -92.82767222°
CONTACT ENGINEER:
 T. MARLIN, P.E.
 (912) 302-0888
 tmarlin@eavever.com

AREA MAP



LOCATION MAP



APPLICABLE CODES

ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:
 IBC 2006 (2007 MINNESOTA STATE BUILDING CODE)
 2009 MINNESOTA PLUMBING CODE
 2009 MINNESOTA ELECTRICAL CODE
 NEC 2008 ELECTRICAL CODE
 IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL

PROJECT DESCRIPTION

- REMOVE EXISTING CABINETS AND ANTENNAS
- INSTALL (1) MIBS-BBU CABINET IN EXISTING LEASE SPACE
- INSTALL (3) BBU'S TO TOWER
- INSTALL (3) PANEL ANTENNAS
- INSTALL (18) JUMPERS
- INSTALL (1) GROUND MOUNTED GPS ANTENNA
- INSTALL (1) MICROWAVE DISH
- INSTALL (3) HYBRID CABLES

DRAWING INDEX

SHEET NO.	SHEET TITLE
T-1	TITLE SHEET & PROJECT DATA
DR-1	GENERAL NOTES
DR-2	GENERAL SITE PLAN
A-1	EQUIPMENT LAYOUTS
A-2	TOWER ELEVATION & COAK DETAILS
A-3	ANTENNA/MICROWAVE SCHEDULES & LAYOUTS
A-4	EQUIPMENT DETAILS
A-5	EQUIPMENT DETAILS
A-6	EQUIPMENT DETAILS
A-7	EQUIPMENT DETAILS
A-8	EQUIPMENT DETAILS
RF-1	ANTENNA & CABLE COLOR CODING DETAILS
RF-2	SINGLE LINE DIAGRAM & POWER PANEL SCHEDULE
E-1	POWER PANEL SCHEDULE & DETAILS
E-2	POWER PANEL SCHEDULE & DETAILS
E-3	POST-ILLUSTRATION PANEL SCHEDULE
G-1	GROUNDING PLAN & NOTES
G-2	GROUNDING DETAILS
G-3	GROUNDING DETAILS
G-4	GROUNDING DETAILS
S-1	STRUCTURAL DETAILS
S-2	STRUCTURAL DETAILS

ENGINEER OF RECORD

TIMOTHY M. MARLIN, P.E.
 PE #20095
 IRISH TOWER, LLC

DRIVING DIRECTIONS FROM NEAREST MAJOR AIRPORT

DEPART MINNEAPOLIS ST. PAUL INTERNATIONAL AIRPORT. START OUT GOING NORTHWEST ON GUMMACK DR. TURN SLIGHT LEFT TOWARD PARKING. STAY STRAIGHT TO GO ONTO GUMMACK DR. MERGE ONTO MN-55/T. PAUL/MINNEAPOLIS. TAKE THE MN-55W/MN-55E EXIT TOWARD MINNEAPOLIS/FORT SNELLING/HASTINGS. MERGE ONTO MN-55E TOWARD MINNEAPOLIS. TAKE THE MN-55W/MN-55E EXIT TOWARD M-44E/US-52 RAMP. MERGE ONTO M-44E VIA THE RAMP ON THE LEFT. MERGE ONTO I-35N/MN-55E ON MN-55E VIA EXIT 523 TOWARD STILLWATER. TURN LEFT ONTO MANNING AVE N. MANNING AVE N BECOMES MANNING TRAIL N. ARRIVE AT SITE.

PROJECT NO: 172862
 DRAWN BY: SAF
 CHECKED BY: SEW

1 10/17/12 100% READY FOR CONSTRUCTION
 2 10/17/12 100% READY FOR CONSTRUCTION
 3 10/17/12 100% READY FOR CONSTRUCTION
 4 07/25/12 100% READY FOR REVIEW

PROFESSIONAL SEAL: TIMOTHY M. MARLIN, P.E. 50095, LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MINNESOTA, EXPIRES 12/31/18.

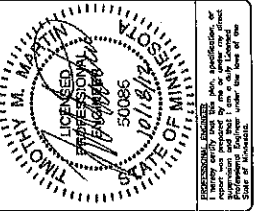
MS72XC330-A
 F1/MN0330-WITHROP
 19900 MANNING TRAIL N
 STILLWATER, MN 55082

SHEET TITLE: TITLE SHEET & PROJECT DATA
 SHEET NUMBER: T-1



PROJECT NO.	172862
DRAWN BY	SW
CHECKED BY	SW

NO.	DATE	DESCRIPTION
1	10/17/12	ISSUE FOR PERMITS
2	10/22/12	ISSUE FOR CONSTRUCTION
3	10/22/12	ISSUE FOR PERMITTING
4	07/20/13	ISSUE FOR PERMIT



M572XC330-A
F1/MN6330-WITHROP
19900 MANNING TRAIL N
STILLWATER, MN 55082

SHEET TITLE
GENERAL NOTES 1

SHEET NUMBER
GN-1

ELECTRICAL NOTES

1. ELECTRICAL CONTRACTOR SHALL SUPPLY AND INSTALL ANY/ALL ELECTRICAL WORK INDICATED. ANY/ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH DRAWINGS AND ANY/ALL APPLICABLE SPECIFICATIONS. IF ANY PROBLEMS ARE ENCOUNTERED, THE CONTRACTOR SHALL STOP WORK IMMEDIATELY AND NOTIFY THE ENGINEER. THE CONTRACTOR SHALL NOT PROCEED WITH THE DISCOVERY OF THE PROBLEMS, AND SHALL NOT PROCEED WITH THE CORRECTIVE ACTIONS TO BE TAKEN. THE "CONSTRUCTION MANAGER HAS DIRECTED THE CORRECTIVE ACTIONS TO BE TAKEN."
2. ELECTRICAL CONTRACTOR SHALL VISIT THE JOB SITE AND FAMILIARIZE HIMSELF WITH ANY/ALL THE COST NEARBY EXISTING CONDITIONS OF ELECTRICAL EQUIPMENT, LIGHT FIXTURES, ETC. THAT ARE PART OF THE FINAL SYSTEM. SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO THE COMMENCEMENT OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE CONTRACTOR OF PERFORMANCE OF THE SYSTEM AS NECESSARY FOR A COMPLETE AND WORKING SYSTEM. CONTRACTOR SHALL BE RESPONSIBLE FOR THE LATEST EDITIONS OF THE NEC AND ALL CODES AND LOCAL ORDINANCES OF THE LOCAL POWER AND TELEPHONE COMPANIES HAVING JURISDICTION AND SHALL INCLUDE BUT NOT BE LIMITED TO:

- A. UL - UNDERWRITERS LABORATORIES
- B. NEMA - NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
- C. NSM - NATIONAL SAFETY AND HEALTH ACT
- D. NFPA - NATIONAL FIRE CODES
- E. NFPA - NATIONAL FIRE CODES
- F. NFPA - NATIONAL FIRE CODES

3. THE CONTRACTOR SHALL NOT INTERRUPT EXISTING SERVICES WITHOUT WRITTEN PERMISSION OF THE OWNER.
4. CONTRACTOR SHALL PAY FOR ANY/ALL PERMITS, FEES, INSPECTIONS AND TESTING CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND APPROVED SUBMITTALS PRIOR TO THE WORK BEGINNING ON EXISTING EQUIPMENT.
5. THE TERM "PERMITS" USED IN CONSTRUCTION DOCUMENTS AND SPECIFICATIONS, INDICATES THAT THE CONTRACTOR SHALL FURNISH AND INSTALL.
6. CONTRACTOR SHALL COMPLY WITH LOCAL UTILITY COMPANY ANY/ALL REQUIREMENTS SUCH AS THE LUMP SUM RESTRICTIONS, CONDUIT ENTRY, SIZE OF TRANSFORMERS, SCHEDULED DOWNTIME FOR THE CONSTRUCTION MANAGER PRIOR TO BEGINNING ANY WORK.
7. ALL WELDING SHALL BE TO THE ULTIMATE. ALL WELDING SHALL BE COMPLETELY AND EFFECTIVELY GROUND. UNLESS NOTED OTHERWISE, ALL CONDUITS SHALL BE COPPER WITH THIN INSULATION.
8. ALL WELDED JOINTS SHALL BE WELDED TO THE ULTIMATE. ALL WELDED JOINTS SHALL BE WELDED TO THE ULTIMATE. ALL WELDED JOINTS SHALL BE WELDED TO THE ULTIMATE.
9. ALL WELDED JOINTS SHALL BE WELDED TO THE ULTIMATE. ALL WELDED JOINTS SHALL BE WELDED TO THE ULTIMATE. ALL WELDED JOINTS SHALL BE WELDED TO THE ULTIMATE.
10. OUTLET BOXES SHALL BE PRESSED STEEL, IN DRY LOCATIONS, CAST ALLOY WITH "NEARLY HUNG IN WET/DAMP LOCATIONS AND SPECIAL ENCLOSURES FOR OTHER DESIGNATED AREAS.
11. IT IS NOT THE INTENT OF THESE SPECIFICATIONS TO SHOW EVERY LABOR DETAIL OF THE CONSTRUCTION. CONTRACTOR IS EXPECTED TO FURNISH AND INSTALL ALL ITEMS FOR A COMPLETE ELECTRICAL SYSTEM AND PROVIDE ALL REQUIREMENTS FOR THE EQUIPMENT TO BE INSTALLED IN PROPER WORKING ORDER.
12. ELECTRICAL SYSTEM SHALL BE AS COMPLETELY AND EFFECTIVELY GROUND, AS REQUIRED BY SPECIFICATIONS SET FORTH BY SPRINT.
13. ALL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICAL CONTRACTOR IN A FIRST CLASS, PROFESSIONAL MANNER. THE COMPLETED SYSTEM SHALL BE FULLY OPERATIVE AND SUBJECT TO REGULATOR INSPECTION AND APPROVAL BY CONSTRUCTION MANAGER.
14. ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH THE PROGRESS OF CONSTRUCTION.
15. CONTRACTOR SHALL GUARANTEE ANY/ALL MATERIALS AND WORK FREE FROM DEFECTS FOR A PERIOD OF NOT LESS THAN ONE YEAR FROM DATE OF ACCEPTANCE.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY SPECIAL PERMITS AND INSURANCE WHICH MAY BE REQUIRED FOR THE PROTECTION OF ANY OTHER PHASE OF THE INSTALLATION, AGGRAVATE AND REQUIRED LIABILITY INSURANCE SHALL BE PROVIDED FOR PROTECTION AGAINST PUBLIC LOSS AND ANY/ALL PROPERTY DAMAGE FOR THE DURATION OF WORK.
17. PROMOTE AND INSTALL CONDUIT, CONDUITORS, PULL WIRES, BOXES, COVER PLATES AND DEVICES FOR ALL OUTLETS AS INDICATED.
18. DITCHING AND BACK FILL CONTRACTOR SHALL PROVIDE FOR ALL UNDERGROUND INSTALLED CONDUIT AND/OR CABLES INCLUDING EXCAVATION AND BACKFILLING AND COMPACTED REFER TO NOTES AND REQUIREMENTS EXCAVATION, AND BACKFILLING.
19. SHALL WEAR OR USE ALL APPLICABLE SAFETY AND PROTECTIVE DEVICES. SHALL BE NEW AND REQUIREMENTS OF THE NEC, NETA AND IEEE.
20. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR MANUFACTURERS CATALOG INFORMATION OF ANY/ALL LIGHTING FIXTURES, SWITCHES AND ALL OTHER ELECTRICAL ITEMS FOR APPROVAL BY THE CONSTRUCTION MANAGER PRIOR TO INSTALLATION.
21. ANY CUTTING OR DRILLING SHALL BE NEARBY FOR ELECTRICAL WORK IN THE ELECTRICAL CABINETS. SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS PRIOR TO BEGINNING CONSTRUCTION.
22. THE ELECTRICAL CONTRACTOR SHALL LABEL ALL PANELS WITH ONLY TYPED/WRITTEN DIRECTORIES. ALL ELECTRICAL WORKING SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.
23. DISCONNECT SWITCHES SHALL BE LIP, RATED HEAVY-DUTY, QUICK-MAKE AND QUICK-BREAK ENCLOSURES, AS REQUIRED BY EXPOSURE TYPE.
24. ALL CONNECTIONS SHALL BE MADE WITH A PROTECTIVE COATING OF AN ANTI-CORROSION COMPOUND SUCH AS "DOWDENE" BY DOWCHEMICAL COMPANY OR AN ALTERNATIVE APPROVED BY THE CONSTRUCTION MANAGER PRIOR TO INSTALLATION. SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS PRIOR TO BEGINNING CONSTRUCTION.
25. ALL WIRING SHALL BE NEW UNLESS OTHERWISE SPECIFIED. ALL INTERIOR CONDUITS SHALL BE BUREAU QUALITY CONDUIT SHALL BE SCHEDULE 40 PVC UNLESS OTHERWISE SPECIFIED. ALL EXTERIOR CONDUITS SHALL BE SCHEDULE 40 PVC UNLESS OTHERWISE SPECIFIED. SHALL MEET UL-66 FOR GALVANIZED STEEL. ALL FITTINGS SHALL BE NEW UNLESS OTHERWISE SPECIFIED. SHALL MEET UL-66 FOR GALVANIZED STEEL. SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS PRIOR TO BEGINNING CONSTRUCTION.
26. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR MANUFACTURERS CATALOG INFORMATION OF ANY/ALL LIGHTING FIXTURES, SWITCHES AND ALL OTHER ELECTRICAL ITEMS FOR APPROVAL BY THE CONSTRUCTION MANAGER PRIOR TO INSTALLATION.
27. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR MANUFACTURERS CATALOG INFORMATION OF ANY/ALL LIGHTING FIXTURES, SWITCHES AND ALL OTHER ELECTRICAL ITEMS FOR APPROVAL BY THE CONSTRUCTION MANAGER PRIOR TO INSTALLATION.

GENERAL CONSTRUCTION NOTES

1. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE LOCAL BUILDING CODE, THE LATEST EDITION AND ALL OTHER APPLICABLE CODES AND ORDINANCES.
2. CONTRACTOR SHALL CONSTRUCT SITE IN ACCORDANCE WITH THESE DRAWINGS AND SPRINT INTEGRATED CONSTRUCTION STANDARDS FOR WIRELESS SITES (LATEST REVISION). THE SPECIFICATION IS THE BASIS OF ALL CONSTRUCTION AND SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS PRIOR TO BEGINNING CONSTRUCTION.
3. CONTRACTOR SHALL VISIT THE JOB SITE AND FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE PROGRESS OF WORK AND SHALL MAKE PROVISIONS AS TO THE COST THEREOF. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO BEGINNING CONSTRUCTION.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO BEGINNING CONSTRUCTION.
5. DRAWINGS SHOW ARE TO FINISH UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT IS REQUIRED CLEARANCE. THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS AND/OR DESIGN INTENT. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM AUTHORIZED REPRESENTATIVE OF THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
6. DETAILS ARE INTENDED TO SHOW DESIGN INTENT. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB CONDITIONS OR CONDITIONS, AND SUCH MODIFICATIONS SHALL BE REQUIRED AS PART OF THE WORK UNDER CONTRACT. ALL SUCH MODIFICATIONS SHALL BE APPROVED BY THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
7. CONTRACTOR SHALL RECEIVE CLARIFICATION IN WRITING, AND SHALL RECEIVE IN WRITING ALL CHANGES TO THE CONTRACT DOCUMENTS.
8. CONTRACTOR SHALL SURVEY AND OBJECT THE WORK USING THE BEST CONSTRUCTION SKILLS AND TECHNIQUES. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS AND UNDER CONTRACT. UNLESS OTHERWISE NOTED.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO BEGINNING CONSTRUCTION.
10. CONTRACTOR SHALL COORDINATE HIS WORK WITH THE SUPERINTENDENT OF BUILDINGS & CROWNS AND SCHEDULE HIS ACTIVITIES AND WORKING HOURS IN ACCORDANCE WITH THE REQUIREMENTS, IF IT MAY RELATE TO PAVING EQUIPMENT, ANTENNAS AND ANY OTHER PORTIONS OF THE WORK.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK WITH THE WORK OF OTHERS AS IT MAY RELATE TO PAVING EQUIPMENT, ANTENNAS AND ANY OTHER PORTIONS OF THE WORK.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK WITH THE WORK OF OTHERS AS IT MAY RELATE TO PAVING EQUIPMENT, ANTENNAS AND ANY OTHER PORTIONS OF THE WORK.
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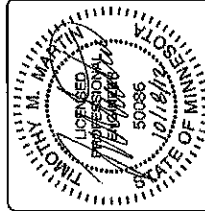
BLACK & VEATCH



IRISH TOWER, LLC

PROJECT NO: 172862
DRAWN BY: SAC
CHECKED BY: SEM

NO	DATE	DESCRIPTION
1	10/7/12	100% GROUND FOR CONSTRUCTION
2	10/27/12	100% GROUND FOR CONSTRUCTION
3	10/27/12	100% GROUND FOR CONSTRUCTION
4	10/27/12	100% GROUND FOR CONSTRUCTION



PROFESSIONAL ENGINEER
M. M. M...
50086
10/18/12
STATE OF MINNESOTA

M572XC330-A
F1/MN0330-WITHROP
19800 MANNING TALL N
STILLWATER, MN 55082

SHEET TITLE
GENERAL NOTES 2

SHEET NUMBER
GN-2

CONCRETE MASONRY NOTES

- CONCRETE MASONRY UNITS SHALL BE MEDIUM WEIGHT UNITS CONFORMING TO ASTM C90, GRADE N-1, (P=140,500 PSI, MEDIUM WEIGHT (115 PCF).
- MORTAR SHALL BE TYPE "S" (MINIMUM LEAD PSI AT 28 DAYS).
- GROUT SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS.
- ALL CELLS CONTAINING REINFORCING STEEL OR EXPOSED REBAR AND ALL CELLS IN RETAINING WALLS AND WALLS BELOW GRADE SHALL BE BOND GRADED.
- ALL HORIZONTAL REINFORCEMENT SHALL BE PLACED IN SOLO BEAM OR LINTEL BEAM UNITS.
- ALL REINFORCING REBAR SHALL BE PLACED AT THE TOP OF THE WALL UNLESS OTHERWISE NOTED.
- ALL HORIZONTAL REINFORCEMENT SHALL BE "DEEP CUT" UNITS.
- ALL BOND BEAM BLOCK SHALL BE "DEEP CUT" UNITS.
- PROVIDE INSPECTION AND CLEAN-OUT HOLES AT BASE OF VERTICAL CELLS HAVING GROUT UNITS IN EXCESS OF 4'-0" OF HEIGHT.
- ALL GROUT SHALL BE CONSOLIDATED WITH A MECHANICAL VIBRATOR.
- REINFORCING BARS - SEE NOTES UNDER "STRUCTURAL CONCRETE NOTES" FOR REQUIREMENTS.
- PROVIDE ONE BAR DIAMETER (A MINIMUM OF 1/2") GROUT BETWEEN MAIN REINFORCING AND MASONRY UNITS.
- LOW LIFT CONSTRUCTION, MAXIMUM GROUT FOUR FEET 0" HIGH.
- HIGH LIFT GROUTED CONSTRUCTION MAY BE USED IN CONFORMANCE WITH PROJECT SPECIFICATIONS AND SECTION 2104-6.1, OF U.B.C.
- ALL CELLS IN CONCRETE BLOCKS SHALL BE FILLED SOID WITH GROUT, EXCEPT AS NOTED IN THE DIMENSIONS OR SPECIFICATIONS.
- ALL CELLS IN VERTICAL ALIGNMENT, DOWELS IN FOOTINGS SHALL BE SET TO ALIGN WITH CELLS CONTAINING REINFORCING STEEL.
- REINFORCING BARS SHALL BE PLACED IN SOLO BEAM OR LINTEL BEAM UNITS.
- ALL CELLS CONTAINING REINFORCING STEEL SHALL BE BOND GRADED.
- REBAR SHALL BE SET IN VERTICAL ALIGNMENT, DOWELS IN FOOTINGS SHALL BE SET TO ALIGN WITH CELLS CONTAINING REINFORCING STEEL.
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STRUCTURAL CONCRETE NOTES

- ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 308-05, ACI 318-05 AND THE SPECIFICATIONS FOR CAST-IN-PLACE CONCRETE.
- CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH 16-21,000 PSI AT 28 DAYS UNLESS NOTED OTHERWISE.
- REINFORCING STEEL SHALL CONFORM TO ASTM A 615, ASTM A 60 DETEMERED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A 65 WELDED STEEL WIRE FABRIC UNLESS NOTED OTHERWISE. SPICES CLASS "B" AND ALL HOOKS SHALL BE STANDARD UNLESS NOTED OTHERWISE.
- REINFORCING STEEL SHALL BE PROVIDED FOR REINFORCING STEEL CONCRETE CAST AGAINST EXISTING CONCRETE UNITS.
- CONCRETE EXPOSED TO EACH OF WEATHER.
- CONCRETE SHALL BE FINISHED TO THE FOLLOWING FINISHES:
 - FINISH AND WALL: 1-1/2 IN.
 - CONCRETE NOT EXPOSED TO EXTERIOR OR WEATHER OR NOT CAST AGAINST THE GROUND: 3/4 IN.
 - BEAMS AND COLUMNS: 1-1/2 IN.
 - A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE UNITS, IN ACCORDANCE WITH ACI 308 SECTION 4.2.2.
- HOLDS TO RECEIVE EXPANSION/WEDGE ANCHORS SHALL BE 1/8" LARGER IN DIAMETER THAN THE ANCHOR BOLT TO BE USED AND SHALL CONFORM TO THE MANUFACTURER'S LOCATION AND ANCHOR DETAIL EXISTING REBAR WHEN DRILLING HOLES IN EXISTING CONCRETE SLABS.
- USE AND INSTALLATION OF CONCRETE EXPANSION/WEDGE ANCHORS SHALL BE PER ACI 308 & MANUFACTURER'S WRITTEN RECOMMENDED PROCEDURES.

FOUNDATION, EXCAVATION AND BACKFILL NOTES

- ALL FINAL GRADED SURFACES SHALL BE A MINIMUM OF 3" HORIZONTAL TO 1" VERTICAL.
- ALL EXCAVATIONS PREPARED FOR PLACEMENT OF CONCRETE SHALL BE OF UNDISTURBED SOILS. SUBSTANTIALLY HORIZONTAL AND FREE FROM ANY UNSATURATED MATERIAL OR FROZEN SOILS. ALL EXCAVATIONS SHALL BE PROTECTED FROM COLLAPSE BY SHORING AND BRACING. EXCAVATIONS SHALL NOT BE LESS THAN 50% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY FOR THE SOIL IN ACCORDANCE WITH ASTM D1557.
- CONCRETE FOUNDATIONS SHALL BE PLACED ON UNDISTURBED NATURAL MATERIALS. IF UNDESIRABLE NATURAL MATERIALS ARE ENCOUNTERED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMEDIAL MEASURES. ALL FOUNDATIONS SHALL BE PLACED ON A MINIMUM OF 6" OF COMPACTED GRANULAR FILL. ALL FOUNDATIONS SHALL BE PLACED ON A MINIMUM OF 6" OF COMPACTED GRANULAR FILL. ALL FOUNDATIONS SHALL BE PLACED ON A MINIMUM OF 6" OF COMPACTED GRANULAR FILL.
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STRUCTURAL STEEL NOTES

- ALL STEEL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AISC MANUAL OF STEEL CONSTRUCTION. STEEL SECTIONS SHALL BE IN ACCORDANCE WITH ASTM AS INDICATED BELOW:
 - W-SHAPES: ASTM A992, 50 ksi
 - PLATES: ASTM A572, 50 ksi
 - PIPE SECTIONS: ASTM A53-B, 60 ksi
- ALL EXTERIOR EXPOSED STEEL AND HARDWARE SHALL BE HOT DIPPED GALVANIZED.
- ALL WELDING SHALL BE PERFORMED USING E70XX ELECTRODES AND WELDING SHALL CONFORM TO AISC. WHERE FILLER METAL SHALL BE WELDED, PROVIDE THE MANUFACTURER'S WELDING PROCEDURES.
- SHALL HAVE A MINIMUM OF TWO (2) BOLTS PER CONNECTION AND UNLESS NOTED OTHERWISE.
- FIELD CONNECTIONS ARE TO BE COATED WITH ZINC ENRICHED PAINT.

SITE WORK NOTES

- DO NOT LOCATE OR DISTURB BEYOND THE PROPERTY LINES OR LEASE LINES UNLESS OTHERWISE NOTED.
- DO NOT SCALE BUILDING DIMENSIONS FROM DRAWING.
- SIZE, LOCATION AND TYPE OF ANY UNDERGROUND UTILITIES OR IMPROVEMENTS SHALL BE ACCURATELY NOTED AND PLACED ON AS-BUILT DRAWINGS BY GENERAL CONTRACTOR AND ISSUED TO ARCHITECT/OWNER AT COMPLETION OF PROJECT.
- ALL EXISTING UTILITIES, FACILITIES, CONDITIONS AND OTHER DIMENSIONS SHOWN ON PLANS HAVE BEEN VERIFIED BY VISUAL INSPECTION AND MEASUREMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES AND FOR OBTAINING ALL NECESSARY PERMITS AND INFORMATION FROM THE CITY AND COUNTY OF MINNESOTA. CONTRACTOR SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO BORING SCHEDULES AND METHODS OF REMOVAL OR AVOIDING EXISTING UTILITIES.
- CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES BOTH HORIZONTALLY AND VERTICALLY PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INFORMATION FROM THE CITY AND COUNTY OF MINNESOTA. CONTRACTOR SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO BORING SCHEDULES AND METHODS OF REMOVAL OR AVOIDING EXISTING UTILITIES.
- ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED BY CONSTRUCTION SHALL BE ADJUSTED TO FINISH ELEVATIONS PRIOR TO FINAL INSPECTION OF WORK.
- GRADING OF THE SITE WORK AREA IS TO BE SMOOTH AND CONTINUOUS IN SLOPE AND IS TO FEATHER INTO EXISTING GRADES AT THE GRADING LINES.
- ALL TEMPORARY EXCAVATIONS FOR THE INSTALLATION OF FOUNDATIONS, UTILITIES, ETC., SHALL BE IN ACCORDANCE WITH CORRECT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS.
- STRUCTURAL FILLS SUPPORTING PARADEWAYS SHALL BE COMPACTED TO SIZE OF MAXIMUM STANDARD PROCTOR DRY DENSITY.
- NEW CRACKS NOT IN BUILDING AND DRIVEWAY IMPROVEMENT AREA TO BE ACHIEVED BY FILLING WITH APPROVED CLEAN FILL AND COMPACTED TO 98% OF STANDARD PROCTOR DENSITY.
- ALL FILL SHALL BE PLACED IN UNIFORM LIFTS. THE LIFT THICKNESS SHOULD NOT EXCEED THAT WHICH CAN BE PROPERLY COMPACTED THROUGHOUT ITS ENTIRE DEPTH WITH THE EQUIPMENT AVAILABLE.
- ANY FILLS PLACED ON EXISTING BLENDS THAT ARE STEEPER THAN 10 HORIZONTAL TO 1 VERTICAL SHALL BE PROPERLY BLENDED INTO THE EXISTING SLOPE AS DIRECTED BY A GEOTECHNICAL ENGINEER.
- CONTRACTOR SHALL CLEAN ENTIRE SITE AFTER CONSTRUCTION SUCH THAT NO PAMPERS, TRASH, WEEDS, BRUSH, ETC., REMAIN ON OR NEAR THE SITE. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INFORMATION FROM THE CITY AND COUNTY OF MINNESOTA. CONTRACTOR SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO BORING SCHEDULES AND METHODS OF REMOVAL OR AVOIDING EXISTING UTILITIES.
- ALL STEEL AND SHIELDS WHICH ARE NOT IN DIRECT CONTACT WITH THE IMPROVEMENTS SHALL BE PROTECTED BY THE GENERAL CONTRACTOR.
- ALL SITE WORK SHALL BE CAREFULLY COORDINATED BY GENERAL CONTRACTOR WITH LOCAL UTILITY COMPANY, TELEPHONE COMPANY, AND ANY OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THIS CONDUIT.

ENVIRONMENTAL NOTES

- ALL WORK REQUIRING SHALL BE DONE IN ACCORDANCE WITH ISSUED PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PAYMENT OF FINES AND PROPER CLEAN UP FOR AREAS IN VIOLATION.
- CONTRACTOR AND/OR ENGINEER SHALL BE RESPONSIBLE FOR CONSTRUCTION AND MAINTENANCE OF EROSION AND SEDIMENTATION CONTROLS DURING CONSTRUCTION FOR PROTECTION OF ADJACENT AREAS. EROSION AND SEDIMENTATION CONTROLS SHALL BE MAINTAINED IN PLACE THROUGH FINAL SUBMISSION, INSPECTION AND RELEASE OF SITE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INFORMATION FROM THE CITY AND COUNTY OF MINNESOTA. CONTRACTOR SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO BORING SCHEDULES AND METHODS OF REMOVAL OR AVOIDING EXISTING UTILITIES.
- NO SEDIMENT SHALL BE ALLOWED TO EXIT THE PROPERTY. THE CONTRACTOR IS RESPONSIBLE FOR TAKING ADEQUATE MEASURES FOR CONTROLLING EROSION. ADDITIONAL SEDIMENT CONTROL FENCING MAY BE REQUIRED IN ANY AREAS SUBJECT TO EROSION.
- THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE ON THE SITE AT ALL TIMES TO PREVENT STAGNATION AND DAMAGE TO ADJACENT PROPERTY AS A RESULT OF EROSION WILL BE CHARGED TO THE CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DAILY INSPECTIONS AND ANY REPAIRS OF ALL SEDIMENT CONTROL MEASURES INCLUDING SEDIMENT REMOVAL AS NECESSARY.
- CLEARING OF VEGETATION AND TREE REMOVAL SHALL BE ONLY AS PERMITTED AND BE HELD TO A MINIMUM. ONLY TREES NECESSARY FOR CONSTRUCTION OF THE FACILITIES SHALL BE REMOVED. SEDIMING AND MULCHING AND/OR SOILING OF THE SITE WILL BE ACCOMPLISHED AS SOON AS POSSIBLE AFTER COMPLETION OF THE PROJECT FACILITIES AFFECTING SOIL DISTURBANCE.
- CONTRACTOR SHALL COMPLETE ALL EROSION AND SEDIMENTATION CONTROL MEASURES AS REQUIRED BY PERMITS AND TO PREVENT ACCUMULATION OF SOIL AND SILT AT STAGNANT AND DRAINAGE PATHS LEAVING THE CONSTRUCTION AREA. CONTROL MEASURES SHALL INCLUDE SUCH MEASURES AS SILT FENCES, STRAW BALE SEDIMENT TRAPS, ETC.
- BEFORE USE OF EXISTING SHALL CONVEY TO CLEAN, FRESH, SOUND, TRUNK, BRANCHES, AND LIMBS STONE FREE OF ANY DETRIMENTAL QUANTITY OF SOOT, FRUITS, THIN, ELONGATED OR LAMINATED PEEBLES, DISPERSED MATERIAL, ORGANIC MATTER, OIL, ALKALI OR OTHER DELETERIOUS SUBSTANCE.



PROJECT NO:	172862
DRAWN BY:	SJF
CHECKED BY:	SEW

REV	DATE	DESCRIPTION
1	10/17/12	100% READY FOR CONSTRUCTION
0	10/02/12	100% READY FOR CONSTRUCTION
5	10/07/12	50% READY FOR CONSTRUCTION
A	07/25/12	50% READY FOR CONSTRUCTION

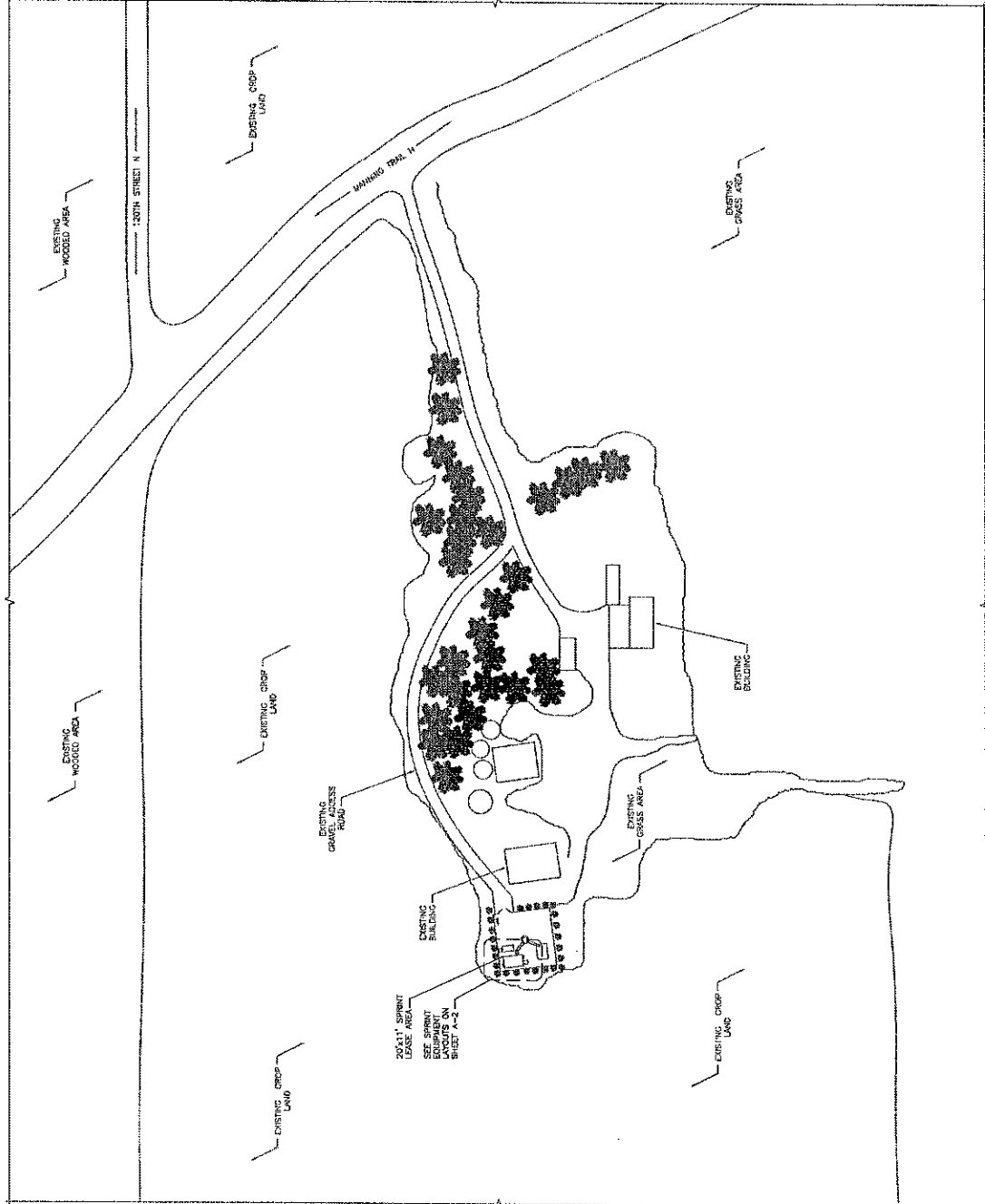


PROFESSIONAL SEAL FOR THE STATE OF MINNESOTA
 I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A duly Licensed Professional Engineer under the laws of the State of Minnesota.

MS72XC330-A
 F1/MN0330-WITHROP
 19900 MANNING TRAIL N
 STILLWATER, MN 55082

SHEET TITLE
 OVERALL SITE PLAN

SHEET NUMBER
 A-1



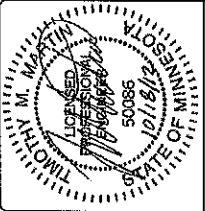
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OVERALL SITE PLAN



PROJECT NO: 172982
 DRAWN BY: S/F
 CHECKED BY: SEV

NO	DATE	DESCRIPTION
1	12/17/12	ISSUED FOR CONSTRUCTION
2	12/26/12	ISSUED FOR CONSTRUCTION
3	12/26/12	ISSUED FOR CONSTRUCTION
4	12/26/12	ISSUED FOR CONSTRUCTION
5	12/26/12	ISSUED FOR CONSTRUCTION



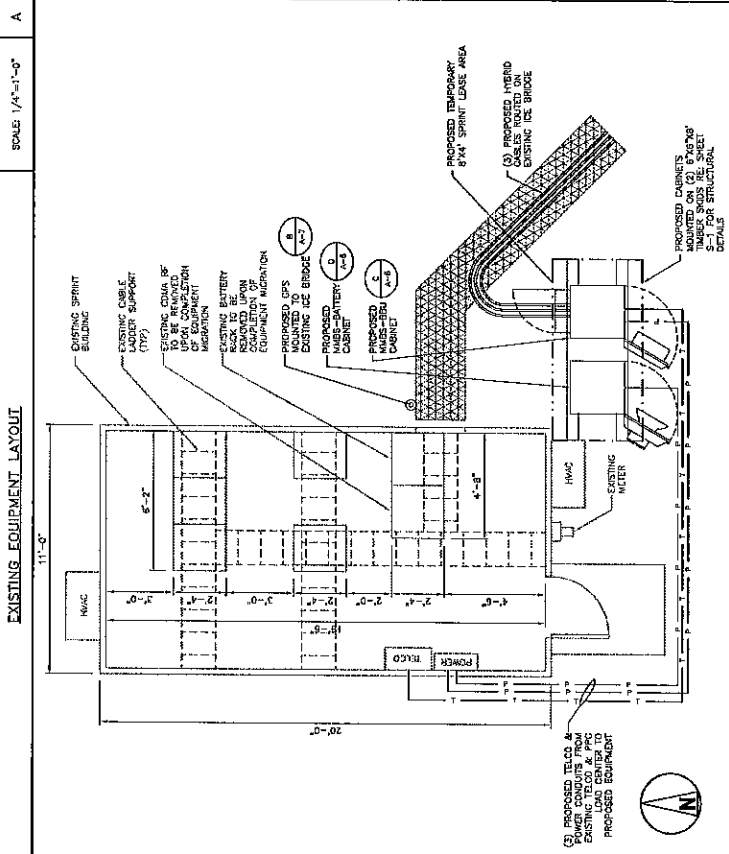
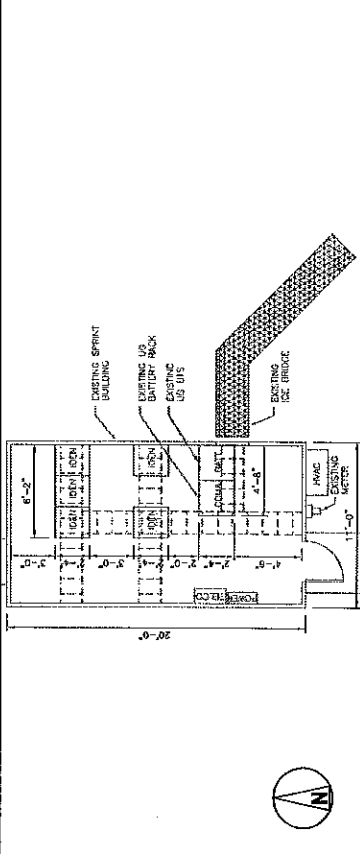
THIS SEAL IS VALID FOR THE STATE OF MINNESOTA. ANY REPRODUCTION OR ALTERATION OF THIS SEAL IS A VIOLATION OF MINNESOTA LAWS AND IS SUBJECT TO PROSECUTION. A PROFESSIONAL ENGINEER UNDER THE SEAL OF THE STATE OF MINNESOTA.

MS72XC330-A
 F1/MN0330-WITHROP
 19000 MANNING TRAIL N
 STILLWATER, MN 55082

SHEET TITLE: EQUIPMENT LAYOUTS

SHEET NUMBER: A-2

- NOTES**
- CONDUIT ROUTING IS DIAGRAMMATICALLY SHOWN ON PLANS AND ARE ONLY APPROXIMATIONS. THE EXACT LOCATION AND ROUTING SHALL BE FIELD VERIFIED.
 - ALL ELECTRICAL EQUIPMENT AND CONTROLLING DEVICES SHALL BE PROVIDED WITH MANUFACTURER'S INSTRUCTIONS, INDICATING THE CIRCUITS ORIGINATOR AND ALL EQUIPMENT TERMINATIONS.
 - CONTRACTOR SHALL VERIFY BREAKERS, CONDUITS AND CIRCUIT CONDUCTORS WITH MANUFACTURER'S INSTRUCTIONS AND SHALL BE IN COMPLIANCE WITH MANUFACTURER SPECIFICATIONS.
 - EXISTING SPRINT LEASE AREA SHOWN IS APPROXIMATE. CONTRACTOR TO VERIFY LEASE AREA WITH LAND SURVEY.



- LEGEND**
- BASEBAR UNIT
 - CONCRETE MASONRY UNIT
 - GLOBAL POSITIONING SYSTEM
 - HEATING VENTILATION AIR CONDITIONING

- ACRONYM LEGEND**
- BBU: BASEBAR UNIT
 - CMU: CONCRETE MASONRY UNIT
 - GPS: GLOBAL POSITIONING SYSTEM
 - HVAC: HEATING VENTILATION AIR CONDITIONING

- LEGEND**
- FENCE: [Symbol]
 - WOOD/RGN FENCE: [Symbol]
 - LEASE AREA: [Symbol]
 - ICE BRIDGE: [Symbol]
 - CABLE TRAY: [Symbol]

- LEGEND**
- PROPOSED TELCO & POWER CONDUITS FROM EXISTING TELCO & PFC TO PROPOSED EQUIPMENT
 - PROPOSED CABINETS MOUNTED ON (2) 6" X 6" W/8" NUMBER 5 BOLTS PER SHEET SPEC FOR STRUCTURAL DETAILS

SCALE: 1/8"=1'-0"

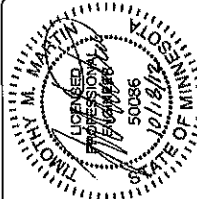
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SCALE: AS NOTED



PROJECT NO:	172682
DRAWN BY:	SAF
CHECKED BY:	SDW

REV	DATE	DESCRIPTION
1	10/17/12	10K SCALE FOR CONSTRUCTION
2	10/26/12	10K SCALE FOR CONSTRUCTION
3	10/26/12	10K SCALE FOR CONSTRUCTION
4	12/21/12	10K SCALE FOR CONSTRUCTION



PROFESSIONAL LICENSE NO. 50086
STATE OF MINNESOTA
M. M. M...
12/21/12

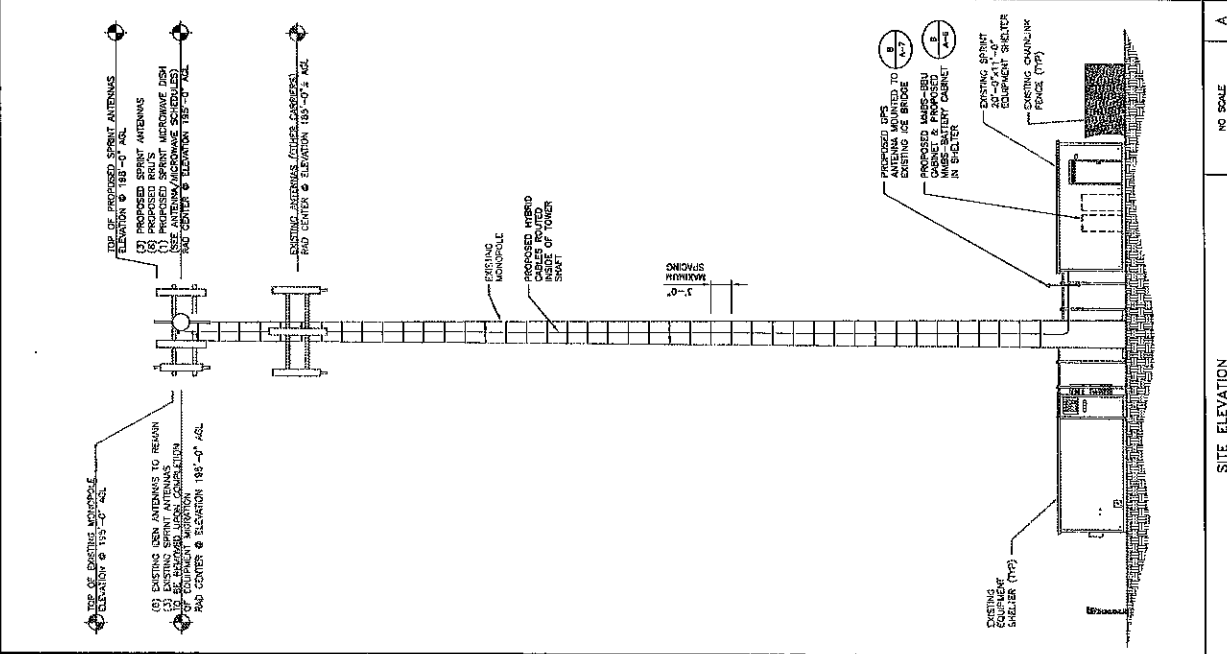
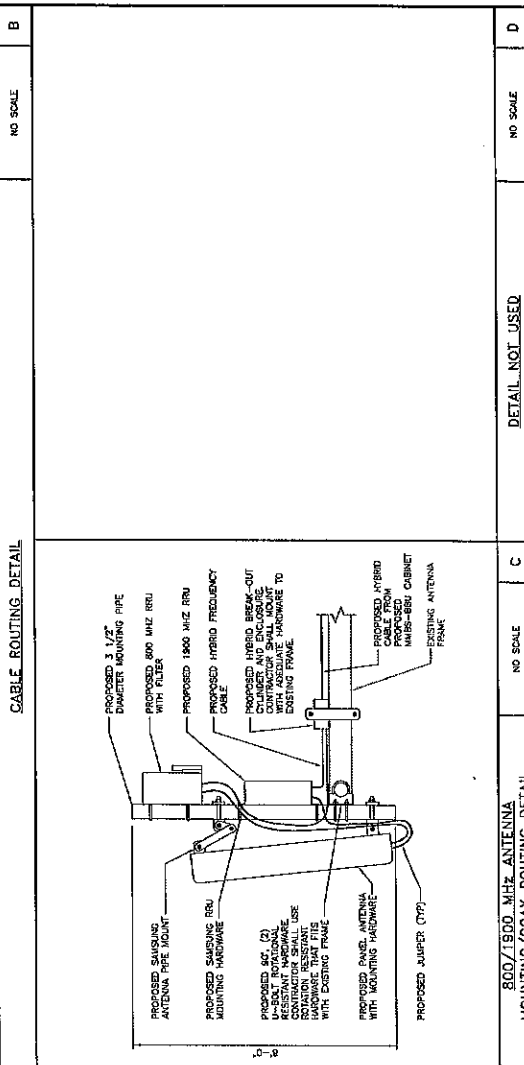
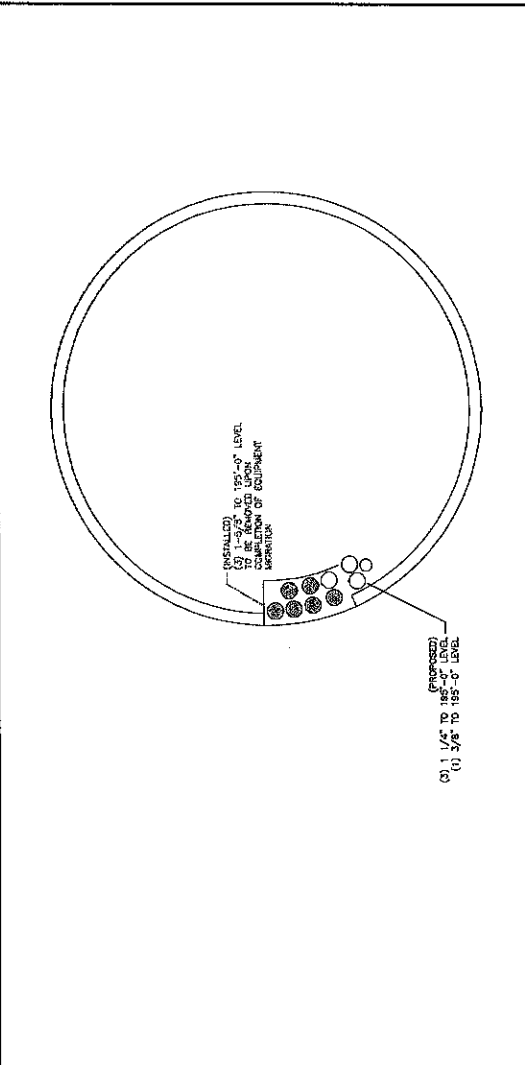
MS72XC330-A
F1/MNO330-WITHROP
19500 MANNING TRAIL N
STILLWATER, MN 55092

SHEET TITLE
TOWER ELEVATION &
COAX DETAILS

SHEET NUMBER
A-3

NOTES

1. TOWER STRUCTURE ANALYSIS IS BEING PERFORMED BY OTHERS. SPRINT NETWORK VISION INSTALLATION SHALL NOT START UNTIL ENGINEER RECEIVES COPY OF APPROVED STRUCTURAL ANALYSIS OR ASSESSMENT.
2. CONTRACTOR RESPONSIBLE FOR PROVIDING TOWER RIGGING PLANS, SUBJECT TO OWNER APPROVAL.
3. REFER TO STRUCTURAL ANALYSIS FOR APPROVED COAX, HYBRID CABLE PLACEMENT.



NO SCALE	NO SCALE	NO SCALE	NO SCALE	NO SCALE
A	B	C	D	
SITE ELEVATION	800/1800 MHz ANTENNA MOUNTING/COAX ROUTING DETAIL	CABLE ROUTING DETAIL	DETAIL NOT USED	



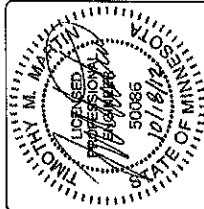
BLACK & VEATCH



IRISH TOWER, LLC

PROJECT NO: 172662
 DRAWN BY: S/VF
 CHECKED BY: SEW

DATE	DESCRIPTION
10/17/12	ISSUED FOR CONSTRUCTION
10/26/12	ISSUED FOR CONSTRUCTION
10/26/12	ISSUED FOR CONSTRUCTION
11/18/12	ISSUED FOR CONSTRUCTION
11/18/12	ISSUED FOR CONSTRUCTION



PROFESSIONAL ENGINEER
 M. MARTIN
 LICENSE NO. 50085
 STATE OF MINNESOTA

M572XC330-A
 F1/MNO330-WITHROP
 19800 MANNING TRAIL N
 STILLWATER, MN 55082

SHEET TITLE
 ANTENNA/MICROWAVE
 SCHEDULE & LAYOUTS

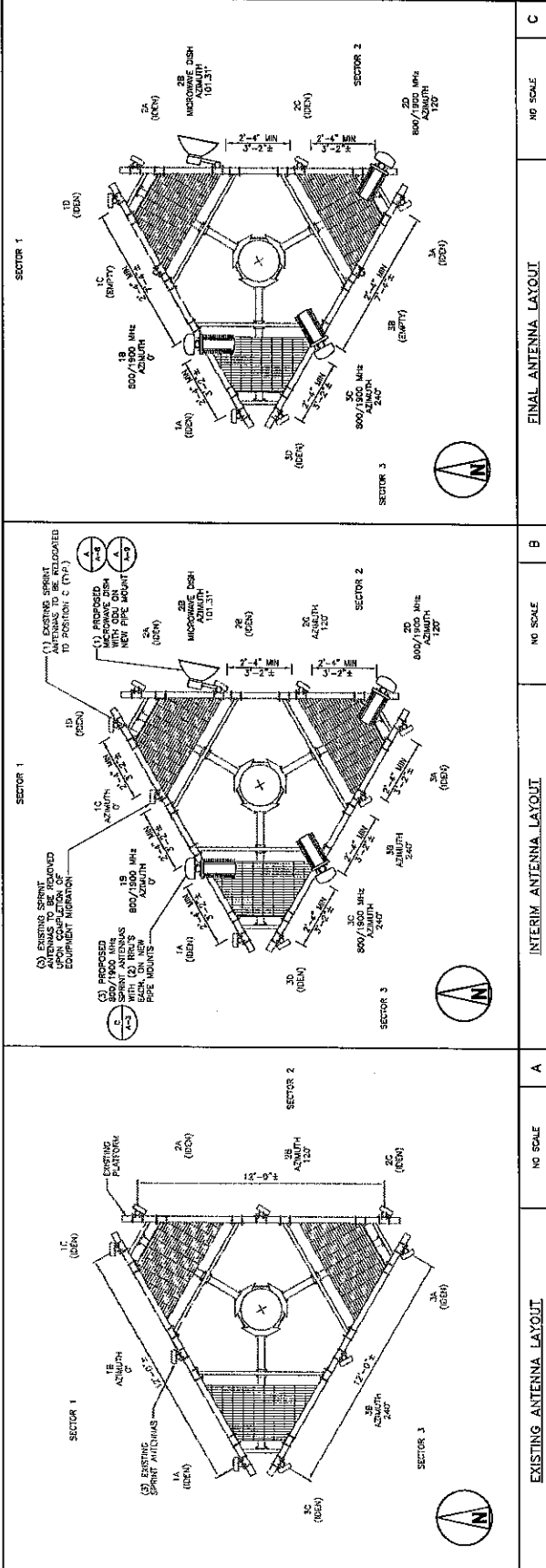
SHEET NUMBER
 A-4

PROPOSED ANTENNA SCHEDULE																
SECTOR	ANTENNA NUMBER	ANTENNA MANUFACTURER	ANTENNA MODEL	NUMBER OF HYBRID CABLES	AZIMUTH	RAD CENTER	RAI MODEL	RRU MODEL	RRU FILTER	HYBRID CABLE LENGTH	CABLE SIZE	NUMBER LENGTH	NET LENGTH	NET MANUFACTURER	NET MODEL	NET CABLE NUMBER
1C	800/1900 MHz	POWERWAVE	P80-15-XLPP-RR	1 (PER SECTOR)	0°	195'	RRH-C2A & RRI-P4	(1) 800 MHz FILTER	270'	1/2"	6'	9.8'	COMMSCOPE	ATCB-801-003	ATCB-801-003	ATCB-801-003
2D	800/1900 MHz	POWERWAVE	P80-15-XLPP-RR	1 (PER SECTOR)	120°	185'	RRH-C2A & RRI-P4	(1) 800 MHz FILTER	270'	1/2"	6'	9.8'	COMMSCOPE	ATCB-801-003	ATCB-801-003	ATCB-801-003
3C	800/1900 MHz	POWERWAVE	P80-15-XLPP-RR	1 (PER SECTOR)	240°	195'	RRH-C2A & RRI-P4	(1) 800 MHz FILTER	270'	1/2"	6'	9.8'	COMMSCOPE	ATCB-801-003	ATCB-801-003	ATCB-801-003
-	GPS	ROTEL	GPS-TMG-HR-28NCRN	1	-	-	-	-	-	-	10'	-	-	-	-	-

PROPOSED MICROWAVE DISH SCHEDULE												
SECTOR	DISH NUMBER	RAI NUMBER	MICROWAVE MODEL	(GHz)	QUANTITY	ORU MODEL	AZIMUTH	RAD CENTER	DIAMETER	CDAX SIZE	PIPE LENGTH	PIPE O.D.
2B	MICROWAVE (1)	M572XC286	VALP2-11W	11	1	QUANTUM	101.3T	195'	2'-0"	1/4" 400	270'	3.5"

- NOTES**
- EXISTING ANTENNAS ARE COMA UNLESS NOTED OTHERWISE.
 - DIMENSIONS OF EXISTING ANTENNAS SHOWN ON PLATFORMS ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY PRIOR TO START OF CONSTRUCTION. (SEE GENERAL NOTES SHEETS 01-1 AND 04-2).
 - PROPOSED SPRINT ANTENNAS INCLUDE RESPECTIVE BRVS WHICH SHALL BE ADJUSTED ON THE PIPE BEHIND THE ANTENNA SIMILAR TO THAT SHOWN ON DETAIL C, SHEET A-1.
 - FIELD VERIFY EXISTING AZIMUTH BEFORE RELOCATING THE ANTENNA. FIELD VERIFY EACH APPROACH FROM SPRINT TO BE OBTAINED BEFORE RELOCATION OF ANTENNAS.
 - FOR HYBRID CABLE DIAMETER REFER TO HYBRID CABLE TYPE DETAIL ON SHEET E-2. DETAIL C SIZE WILL VARY BASED ON LENGTH OF RUN.
 - EFFECTIVE TILT = MECHANICAL TILT + ELECTRICAL TILT.

ANTENNA/MICROWAVE SCHEDULES





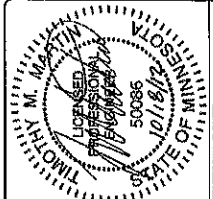
BLACK & VEATCH



IRISH TOWER, LLC

PROJECT NO: 172882
 DRAWN BY: SWF
 CHECKED BY: SEW

REV	DATE	DESCRIPTION
1	10/17/12	ISSUED FOR CONSTRUCTION
2	10/25/12	ISSUED FOR CONSTRUCTION
3	10/27/12	ISSUED FOR PERMITTING
4	07/23/12	ISSUED FOR REVIEW

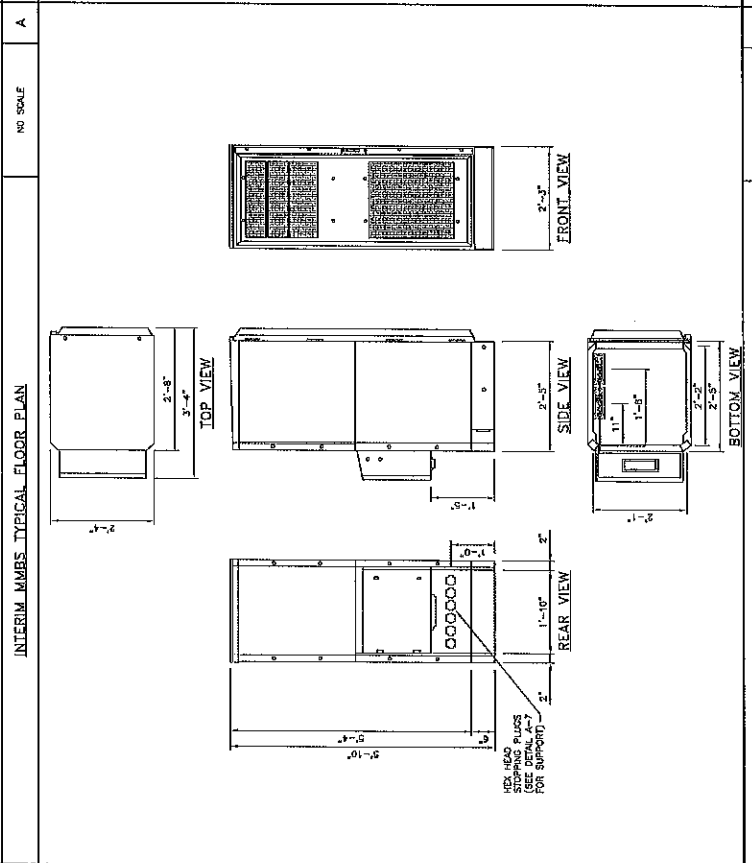
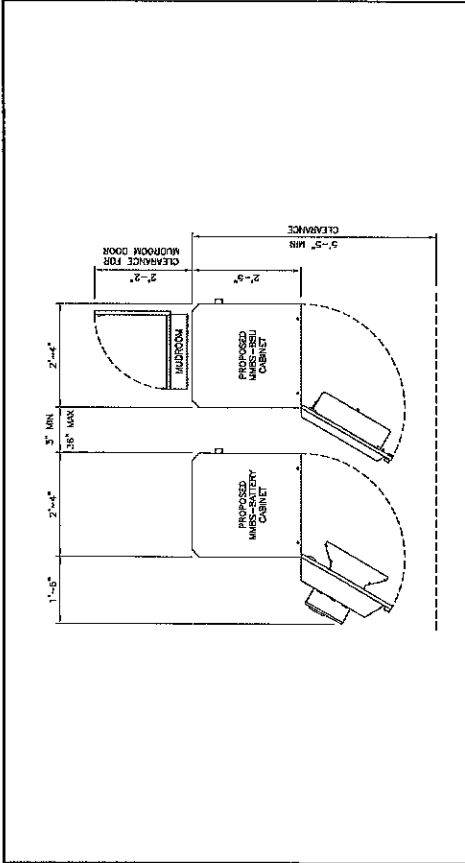
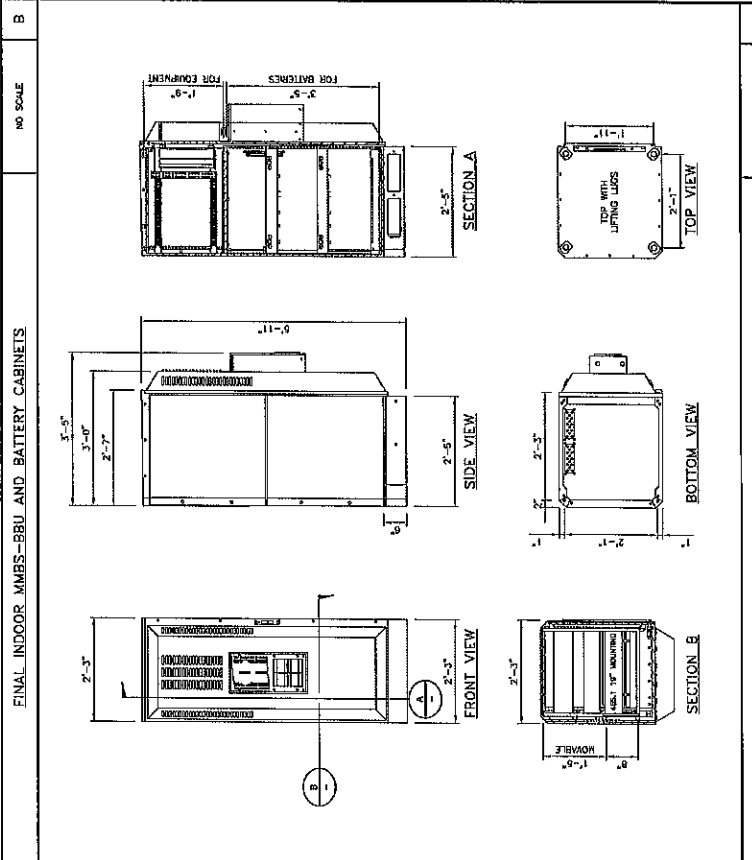
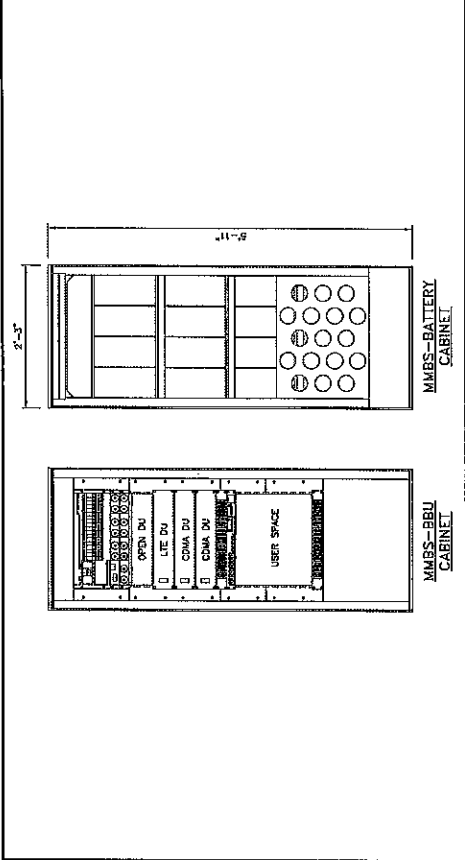


PROFESSIONAL ENGINEER
 M. MARTIN
 LICENSE NO. 50085
 STATE OF MINNESOTA

M572XC330-A
 F1/MNO330-WTHROP
 19600 MANNING TRAIL N
 STILLWATER, MN 55082

SHEET TITLE
 EQUIPMENT DETAILS

SHEET NUMBER
 A-6



NO SCALE

INTERIM MMBS-BATTERY CABINET

NO SCALE

NO SCALE

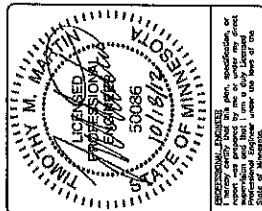
INTERIM MMBS-BBU MECHANICAL SPECIFICATIONS

NO SCALE



PROJECT NO: 172662
 DRAWN BY: SAF
 CHECKED BY: SEW

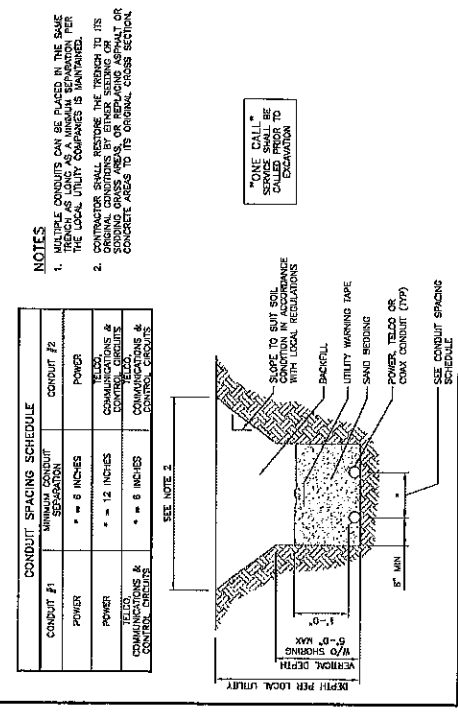
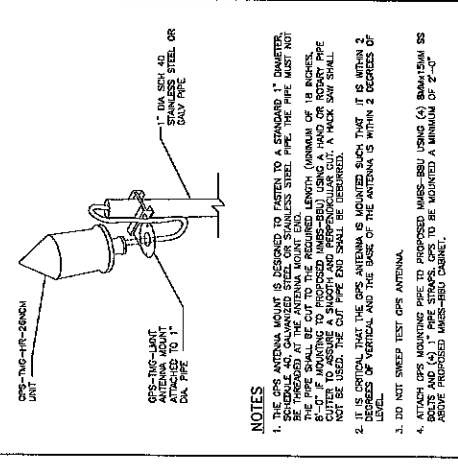
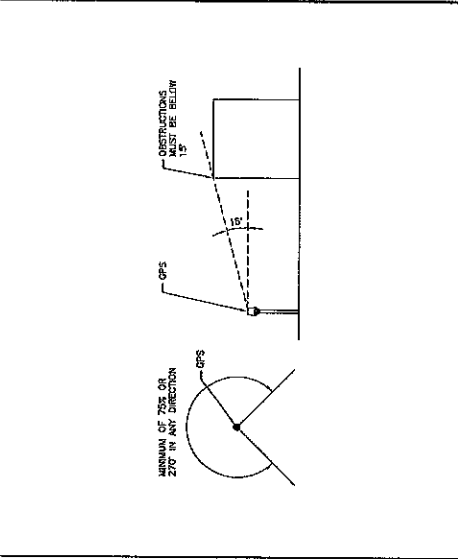
REV	DATE	DESCRIPTION
1	10/17/12	ISSUE BIDDING FOR CONSTRUCTION
2	10/27/12	ISSUE BIDDING FOR CONSTRUCTION
3	10/27/12	ISSUE BIDDING FOR CONSTRUCTION
4	11/27/12	ISSUE BIDDING FOR CONSTRUCTION



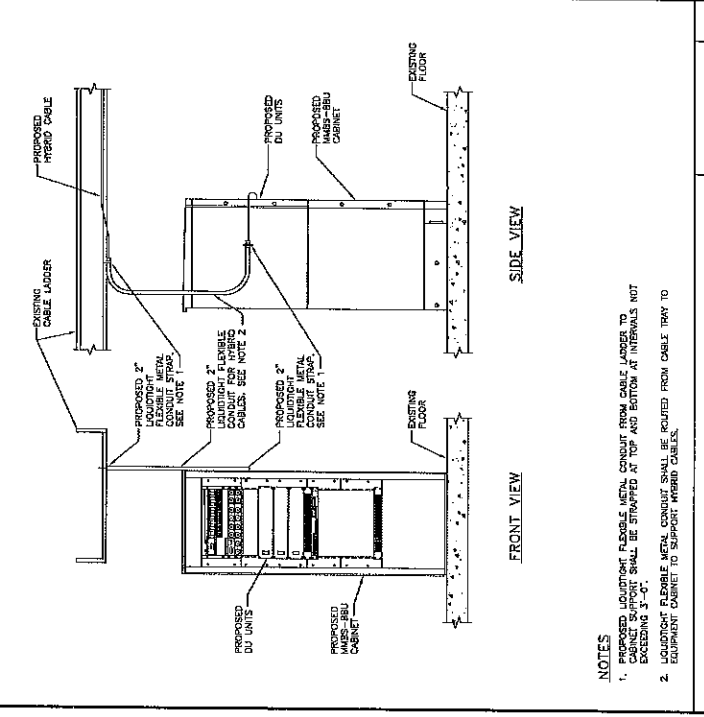
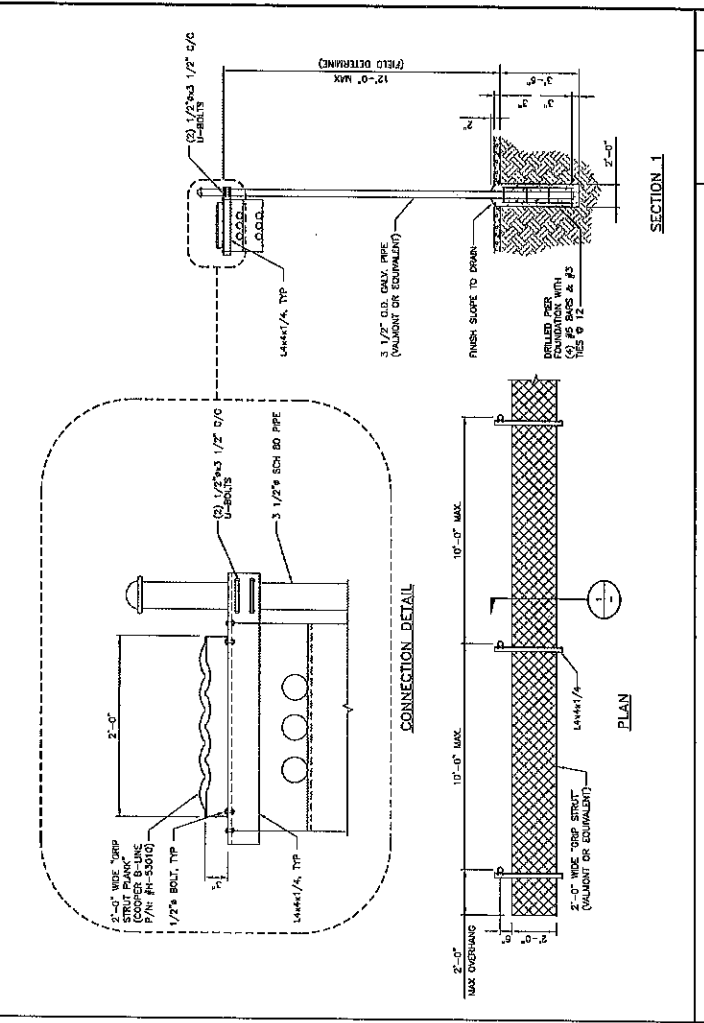
M572XC330-A
 F1/AN0330-WITHROP
 18900 MANNING TRAIL N
 STILLWATER, MN 55082

SHEET TITLE
 EQUIPMENT DETAILS

SHEET NUMBER
 A-7



GPS UNIT PIPE MOUNT NO SCALE
 GPS MINIMUM SKY VIEW REQUIREMENTS NO SCALE
 GPS UNIT PIPE MOUNT NO SCALE



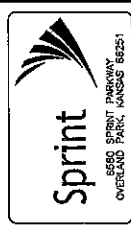
HYBRID AND TELCO LINE SUPPORT DETAIL NO SCALE

NOTES
 1. MULTIPLE CONDUITS CAN BE PLACED IN THE SAME TRENCH PROVIDED THAT THE TRENCH IS MAINTAINED TO ITS ORIGINAL CONDITIONS BY EITHER SEEDING OR RECONSTRUCTION TO MATCH THE ORIGINAL CROSS SECTION.
 2. CONTRACTOR SHALL RESTORE THE TRENCH TO ITS ORIGINAL CONDITIONS BY EITHER SEEDING OR RECONSTRUCTION TO MATCH THE ORIGINAL CROSS SECTION.
 3. CONCRETE AREAS TO ITS ORIGINAL CROSS SECTION.

CONDUIT #1	MINIMUM CONDUIT SEPARATION	CONDUIT #2
POWER	6 INCHES	POWER
POWER	12 INCHES	TELECOM
TELECOM	6 INCHES	TELECOM
TELECOM	6 INCHES	TELECOM
TELECOM	6 INCHES	TELECOM

NOTES
 1. EXISTING HYBRID CABLES WITH CONDUIT FROM CABLE JUNCTION TO EXISTING SUPPORT SHALL BE STRIPPED AT TOP AND BOTTOM AT INTERVALS NOT EXCEEDING 3'-0".
 2. LOUDDIGHT FLEXIBLE METAL CONDUIT SHALL BE ROUTED FROM CABLE TRAY TO EQUIPMENT CABINET TO SUPPORT HYBRID CABLES.

HYBRID AND TELCO LINE SUPPORT DETAIL NO SCALE



PROJECT NO: 177882
 DRAWN BY: SHF
 CHECKED BY: SEW

REV	DATE	DESCRIPTION
1	10/17/12	ISSUED FOR CONSTRUCTION
2	10/29/12	ISSUED FOR CONSTRUCTION
3	10/29/12	ISSUED FOR CONSTRUCTION
4	11/25/12	ISSUED FOR CONSTRUCTION



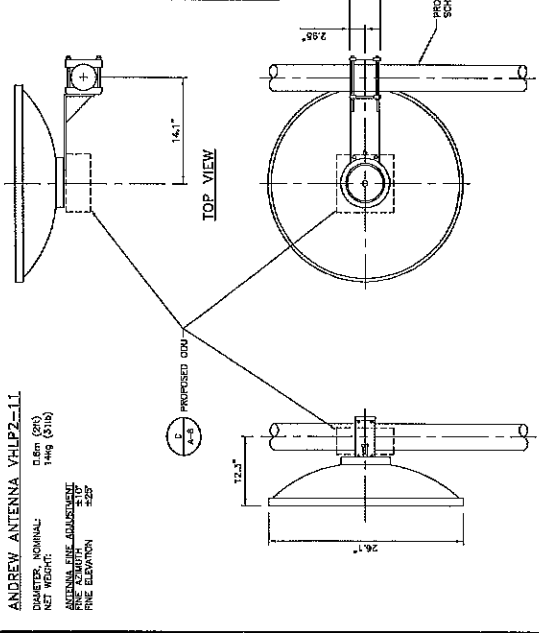
PROFESSIONAL ENGINEER
 Timothy M. Mays
 License No. 50086
 State of Minnesota

M572XC30-A
 F1/MNO330-WITHROP
 19900 MANNING TRAIL N
 STILLWATER, MN 55082

SHEET TITLE
 EQUIPMENT DETAILS

SHEET NUMBER
 A-8

ELECTRICAL SPECIFICATIONS	
FREQUENCY BAND, GHz	10.7-11.7
BOTTOM BAND CAN, dB	24.0
MID BAND CAN, dB	34.4
TOP BAND CAN, dB	35.0
BEAMWIDTH, DEGREES	3.3
FRONT/BACK dB	60
SWR, dB	30
RETURN LOSS, dB	17.7

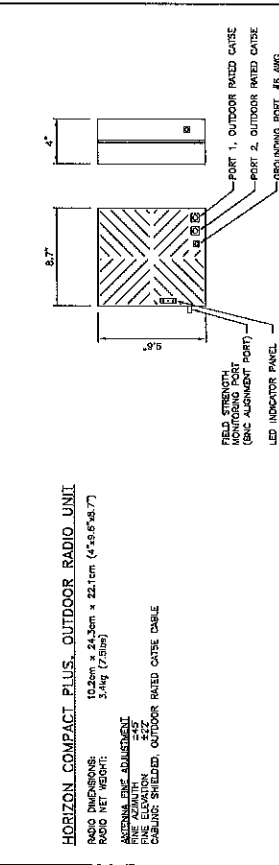


NOTE
 1. FOR MICROWAVE BRACING DETAIL. SEE SHEET 304.

NO SCALE
 A
 DETAIL NOT USED
 B

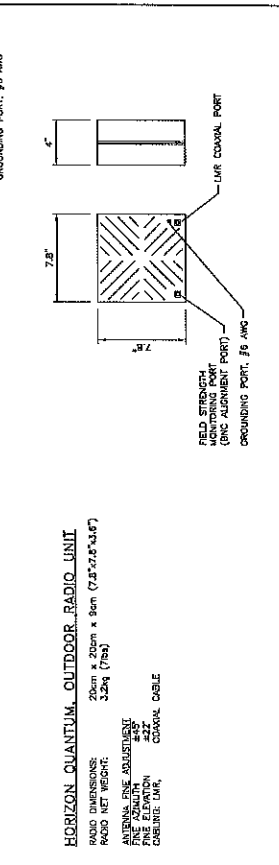
NO SCALE
 C
 ODU SPECIFICATIONS

NO SCALE
 D
 ODU MOUNTING SPECIFICATIONS



NO SCALE
 C
 ODU SPECIFICATIONS

NO SCALE
 D
 ODU MOUNTING SPECIFICATIONS



NO SCALE
 C
 ODU SPECIFICATIONS

NO SCALE
 D
 ODU MOUNTING SPECIFICATIONS

NO SCALE
 C
 ODU SPECIFICATIONS

NO SCALE
 D
 ODU MOUNTING SPECIFICATIONS



PROJECT NO: 172862
 DRAWN BY: SKF
 CHECKED BY: SSN

REV	DATE	DESCRIPTION
1	10/17/12	DATE ISSUED FOR CONSTRUCTION
0	10/24/12	DATE ISSUED FOR CONSTRUCTION
B	10/24/12	DATE ISSUED FOR CONSTRUCTION
A	07/26/12	DATE ISSUED FOR REVIEW



PROFESSIONAL ENGINEER
 LICENSE NO. 50085
 STATE OF MINNESOTA

M572XC330-A
 F1/MNO330-WITHROP
 19900 MANNING TRAIL N
 STILLWATER, MN 55082

SHEET TITLE
 EQUIPMENT DETAILS

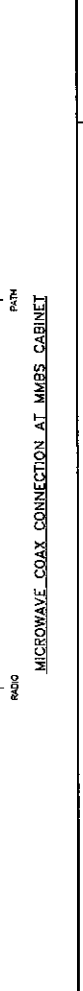
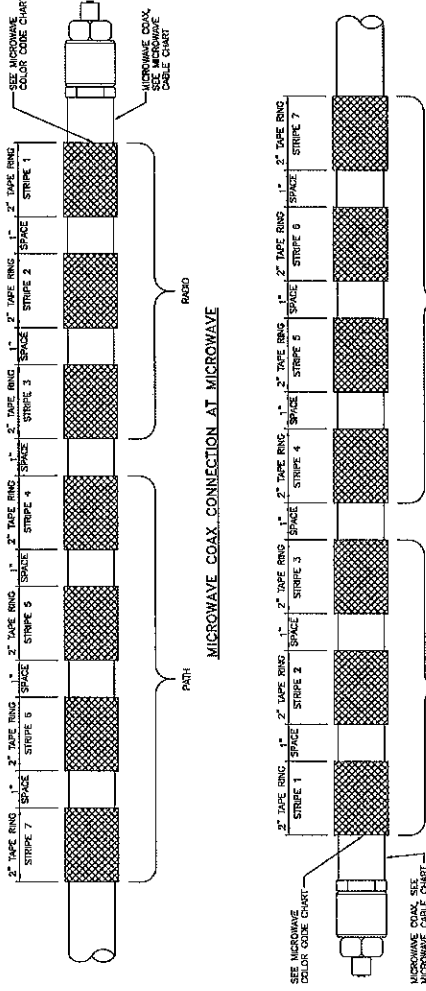
SHEET NUMBER
 A-9

CABLE TYPE (TIMES MICROBAND)	WIRE DIAMETER	DUAL MODAL SHALE IF (24HR WITH COMBINER)	DUAL MODAL DUAL IF (24HR AND COMBINER)
LWR-400	3/8"	301	387
LWR-600	9/16"	432	584
LWR-800	7/8"	683	830

RADIO	PATH						
	STRIPE 7	STRIPE 6	STRIPE 5	STRIPE 4	STRIPE 3	STRIPE 2	STRIPE 1
1	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE

NOTES

- ALL CABLES SHALL BE MARKED AT THE TOP AND BOTTOM WITH 3" COLORED TAPE OR STENCIL TAG. COLOR TAPE SHALL BE OBTAINED FROM GARDNER ELECTRIC.
- THE FIRST RING SHALL BE CLOSEST TO THE END OF THE CABLE AND SPACED APPROXIMATELY 2" FROM AN END CONNECTION, RE-ANCHORING, OR BREAK-OUT OUTLETER, WITH 1" SPACED BETWEEN EACH RING.
- THE 3" COLORED TAPES SHALL EACH BE WRAPPED A MINIMUM OF 3 TIMES AROUND THE CABLE AND THE TAPE SHALL BE KEPT IN THE SAME LOCATION AS MUCH AS POSSIBLE.

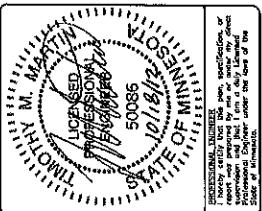


MICROWAVE COAX HORIZON QUANTUM DUAL BAND RADIO COLOR SCHEME DETAIL

DETAIL NOT USED



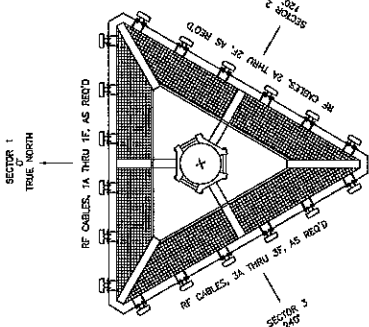
PROJECT NO:	172682
DRAWN BY:	SAF
CHECKED BY:	SEW
DATE:	
NO:	



MS72XC330-A
 F1/MN0330-WITHROP
 19000 MANNING TRAIL N
 STILLWATER, MN 55082

SHEET TITLE
 ANTENNA & CABLE COLOR
 CODING DETAILS

SHEET NUMBER
 RF-1



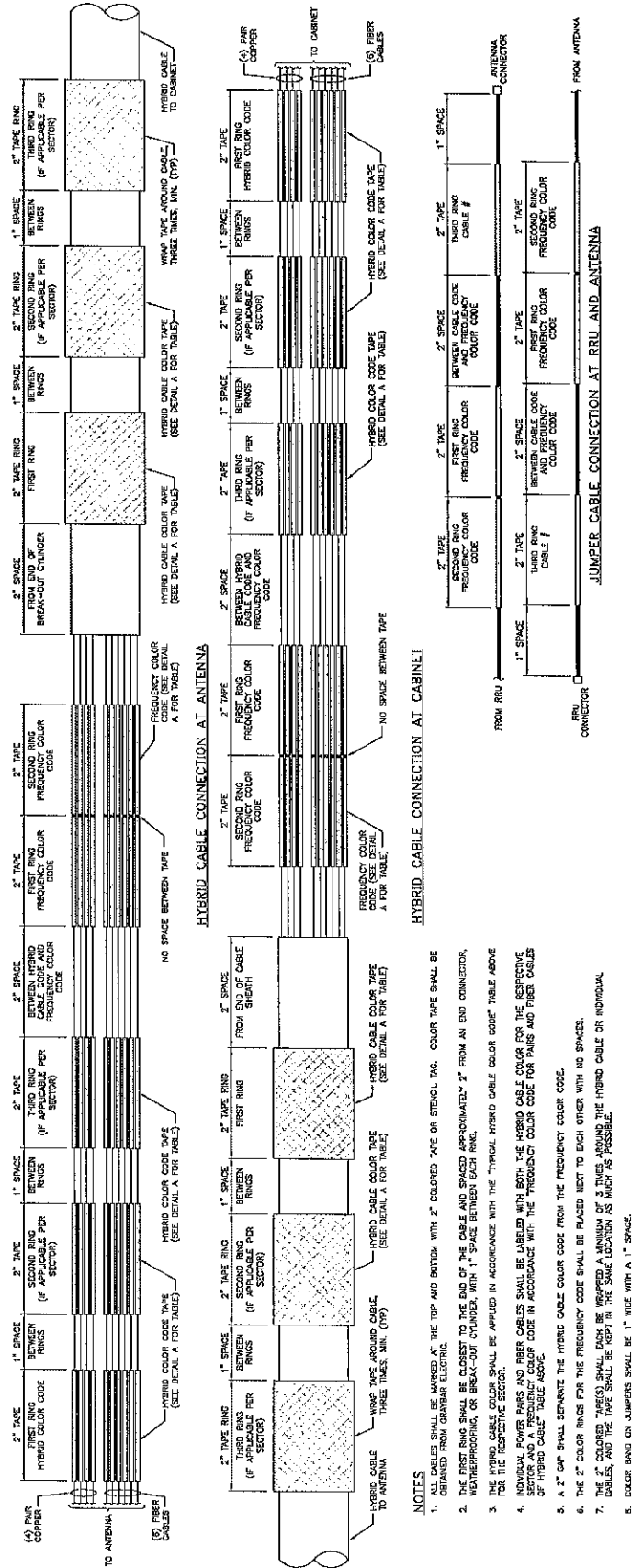
TOP VIEW

SECTOR	FIRST RING	SECOND RING	THIRD RING
1	BLUE	NO TAPE	NO TAPE
2	BLUE	BLUE	NO TAPE
3	BLUE	BLUE	BLUE

SECTOR	FIRST RING	SECOND RING	THIRD RING
1	GREEN	NO TAPE	NO TAPE
2	GREEN	GREEN	NO TAPE
3	GREEN	GREEN	GREEN

FREQUENCY	ANTENNA PORT	SECTOR 1	SECTOR 2	SECTOR 3	SECTOR 4
800 MHz	RET	PURPLE	PURPLE/PURPLE	PURPLE/PURPLE/PURPLE	PURPLE/PURPLE/PURPLE
	800 MHz +45	ANT 1	WHITE	WHITE/WHITE	WHITE/WHITE/WHITE
	800 MHz -45	ANT 0	BLUE	BLUE/BLUE	BLUE/BLUE/BLUE
	PCS1 -45	ANT 1	WHITE	WHITE/WHITE	WHITE/WHITE/WHITE
1600 MHz	RET	BROWN	BROWN/BROWN	BROWN/BROWN/BROWN	BROWN/BROWN/BROWN
	1600 MHz +45	ANT 3	ORANGE	ORANGE/ORANGE	ORANGE/ORANGE/ORANGE
	PCS2 -45	ANT 2	GREEN	GREEN/GREEN	GREEN/GREEN/GREEN
	PCS3 -45	ANT 1	WHITE	WHITE/WHITE	WHITE/WHITE/WHITE

HYBRID AND JUMPER CABLES COLOR CODING



- NOTES
- ALL CABLES SHALL BE MARKED AT THE TOP AND BOTTOM WITH 2" COLORED TAPE OR STENCIL TAG. COLOR TAPE SHALL BE OBTAINED FROM GRAYBAR ELECTRIC.
 - THE FIRST RING SHALL BE CLOSEST TO THE END OF THE CABLE AND SPACED APPROXIMATELY 2" FROM AN END CONNECTOR, WEATHERPROOFING, OR BREAK-OUT CYLINDER, WITH 1" SPACE BETWEEN EACH RING.
 - THE HYBRID CABLE COLOR SHALL BE APPLIED IN ACCORDANCE WITH THE "TYPICAL HYBRID CABLE COLOR CODE" TABLE ABOVE FOR THE RESPECTIVE SECTOR.
 - INDIVIDUAL POWER PAIRS AND FIBER CABLES SHALL BE LABELED WITH BOTH THE HYBRID CABLE COLOR FOR THE RESPECTIVE SECTOR AND A FREQUENCY COLOR CODE IN ACCORDANCE WITH THE "FREQUENCY COLOR CODE" TABLE ABOVE.
 - A 2" GAP SHALL SEPARATE THE HYBRID CABLE COLOR CODE FROM THE FREQUENCY COLOR CODE.
 - THE 2" COLORED TAPE SHALL BE PLACED NEXT TO EACH OTHER WITH NO SPACES.
 - THE 2" COLORED TAPE SHALL BE WRAPPED A MINIMUM OF 3 TIMES AROUND THE HYBRID CABLE OR INDIVIDUAL CABLES, AND THE TAPE SHALL BE KEPT IN THE SAME LOCATION AS MUCH AS POSSIBLE.
 - COLOR BAND ON JUMPERS SHALL BE 1" WIDE WITH A 1" SPACE.

HYBRID CABLE COLOR CODING DETAIL

NO SCALE

NO SCALE



6500 SPRINT PARKWAY
OVERLAND PARK, KANSAS 66251



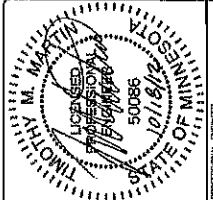
BLACK & VEATCH



IRISH TOWER, LLC

PROJECT NO: 172882
DRAWN BY: SAF
CHECKED BY: SEW

REV	DATE	DESCRIPTION
1	10/17/12	ISSUE DRAWING FOR CONSTRUCTION
0	10/01/12	ISSUE DRAWING FOR CONSTRUCTION
2	10/01/12	ISSUE DRAWING FOR CONSTRUCTION
3	10/01/12	ISSUE DRAWING FOR CONSTRUCTION
4	10/01/12	ISSUE DRAWING FOR CONSTRUCTION
5	10/01/12	ISSUE DRAWING FOR CONSTRUCTION
6	10/01/12	ISSUE DRAWING FOR CONSTRUCTION
7	10/01/12	ISSUE DRAWING FOR CONSTRUCTION
8	10/01/12	ISSUE DRAWING FOR CONSTRUCTION
9	10/01/12	ISSUE DRAWING FOR CONSTRUCTION
10	10/01/12	ISSUE DRAWING FOR CONSTRUCTION
11	10/01/12	ISSUE DRAWING FOR CONSTRUCTION
12	10/01/12	ISSUE DRAWING FOR CONSTRUCTION
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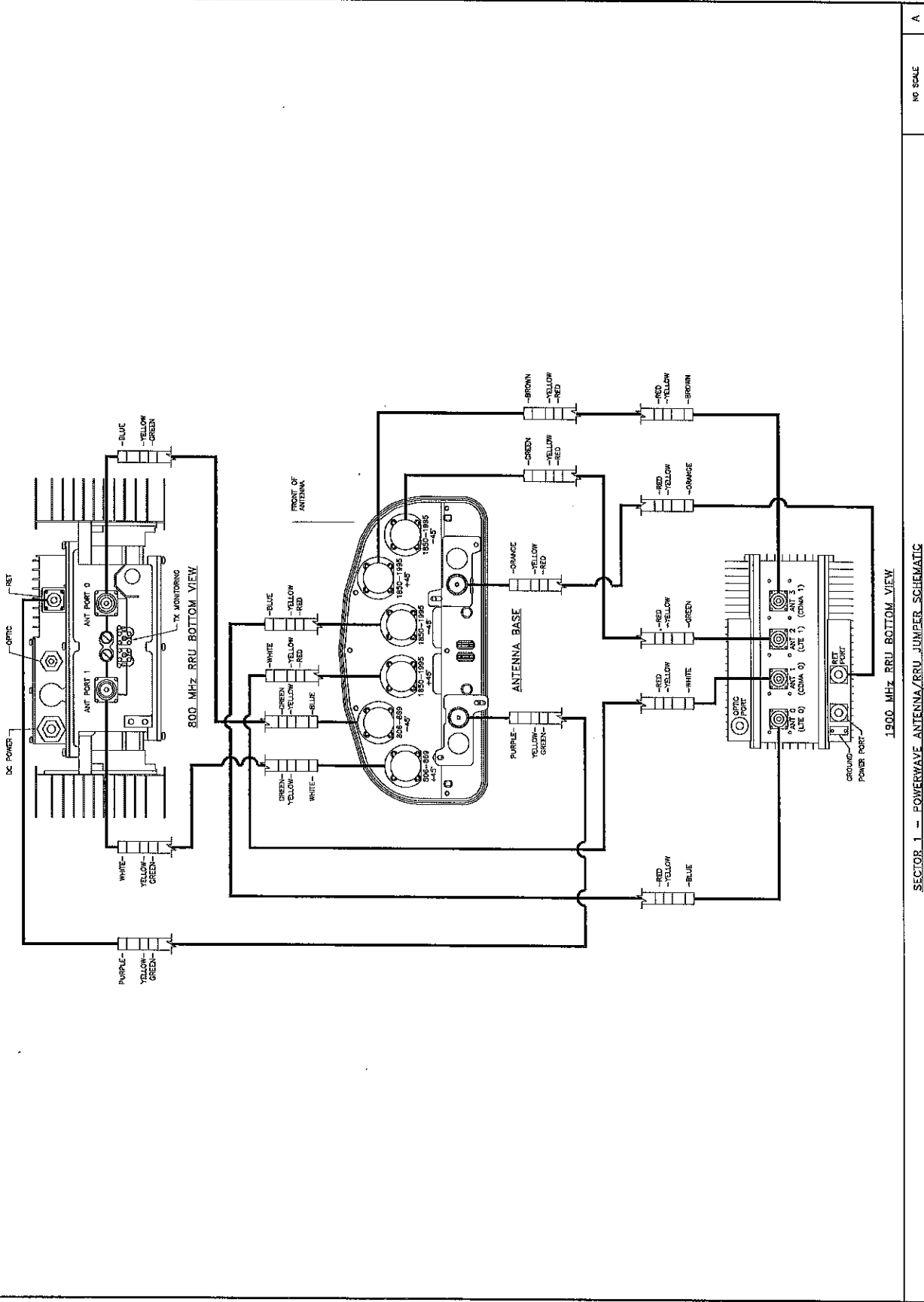


PROFESSIONAL ENGINEER
STATE OF MINNESOTA
LICENSE NO. 50086
M. MARTIN

MS72XC330-A
F1/MNO330-WITHROP
19800 MANNING TRAIL N
STILLWATER, MN 55082

SHEET TITLE
ANTENNA/RRU JUMPER
SCHEMATIC

SHEET NUMBER
RF-2



NO SCALE

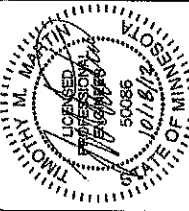
SECTOR 1 - POWERWAVE ANTENNA/RRU JUMPER SCHEMATIC

A



PROJECT NO: 172862
 DRAWN BY: SKF
 CHECKED BY: SBP

REV	DATE	DESCRIPTION
1	10/17/12	TWO SLOTS FOR CONSTRUCTION
2	10/24/12	TWO SLOTS FOR CONSTRUCTION
3	10/25/12	ONE SLOT FOR CONSTRUCTION
4	07/24/12	ONE SLOT FOR REWORK

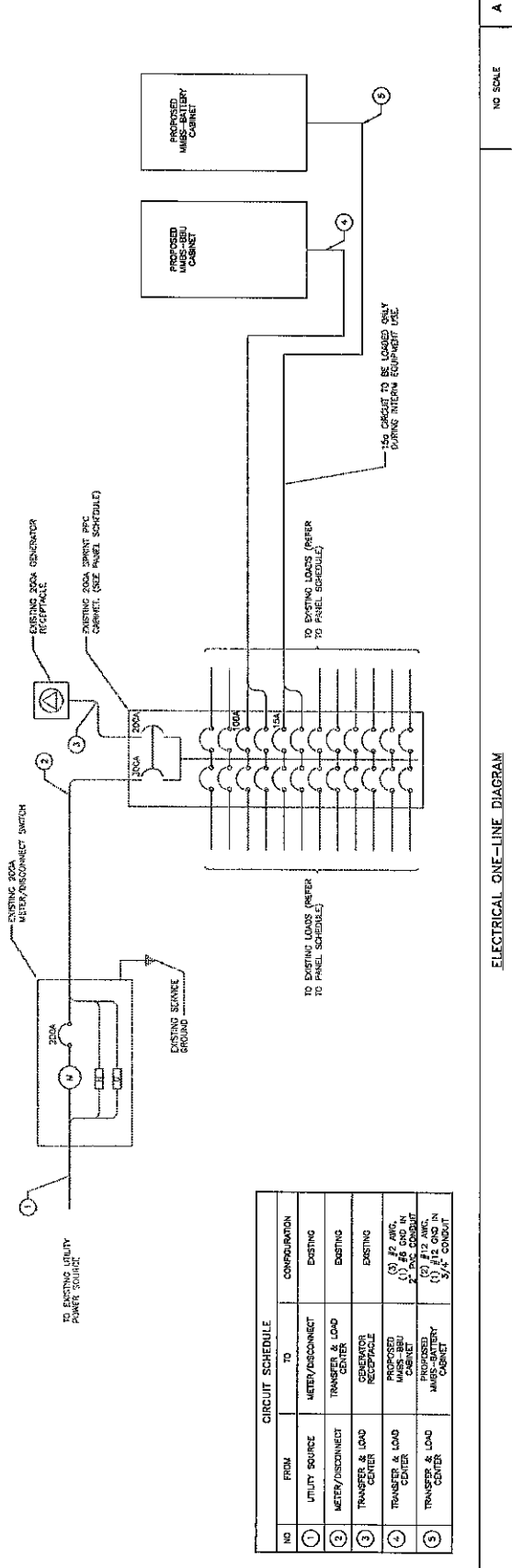


PROFESSIONAL ENGINEER
 License No. 50086
 State of Minnesota
 Timothy M. Martin
 101181/3
 10/17/12

M572XC330-A
 F1/MN0330-WITHROP
 19600 MANNING TRAIL N
 STILLWATER, MN 55082

SHEET TITLE
 SINGLE LINE DIAGRAM &
 POWER PANEL SCHEDULE

SHEET NUMBER
 E-1



NO	PRIM	TO	CONSTRUCTION
1	UTILITY SOURCE	METER/DISCONNECT	EXISTING
2	METER/DISCONNECT CENTER	TRANSFER & LOAD CENTER	EXISTING
3	TRANSFER & LOAD CENTER	GENERATOR RECEPTACLE	EXISTING
4	TRANSFER & LOAD CENTER	PROPOSED METER CABINET	(1) 2P, 4W, 2P, 4W (2) 1P, 2W, 4W
5	TRANSFER & LOAD CENTER	PROPOSED METER CABINET	(1) 2P, 4W, 2P, 4W (2) 1P, 2W, 4W (3) 1P, 2W, 4W 3P, 4W CONDUIT

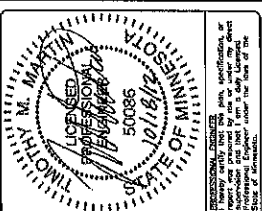
ELECTRICAL NOTES (CONT.)

12. THE CONDUIT RUNS AS SHOWN ON THE PLANS ARE APPROXIMATE. EXACT LOCATION AND ROUTING SHALL BE PER EXISTING FIELD CONDITIONS.
13. PROVIDE PULL BOXES AND JUNCTION BOXES WHERE SHOWN OR REQUIRED BY NEC.
14. ALL CONDUITS SHALL BE MET WITH BOXES MADE IN ACCORDANCE WITH NED TABLE 348-10. NO RIGHT ANGLE DEVICE OTHER THAN STANDARD CONDUIT ELBOWS WITH 12" MINIMUM INSIDE SWELLS FOR ALL CONDUITS 2" OR LARGER.
15. ALL CONDUIT TERMINATIONS SHALL BE PROVIDED WITH PLASTIC TIGHT INSULATING GROUNDING BUSHINGS.
16. ALL WIRE SHALL BE TYPE THIN WALL, ANNEALED COPPER UP TO SIZE #10 AWG (#8 AND LARGER SHALL BE CONCENTRIC STRANDED) 75 DEGREE C. (167 DEGREES F), 8FC CONDUCTIVITY, MINIMUM #12.
17. ALL WIRES SHALL BE TAGGED AT ALL PULL BOXES, J-BOXES, EQUIPMENT BOXES AND CABINETS WITH APPROVED PLASTIC TAGS, ACTION CRAFT, BRADY, OR APPROVED EQUAL.
18. ALL NEW MATERIAL SHALL HAVE A U.L. LABEL.
19. CONDUIT ROUGH-IN SHALL BE COORDINATED WITH THE MECHANICAL EQUIPMENT TO AVOID LOCATION TO CONFLICTS. VERIFY WITH MECHANICAL CONTRACTOR AND COMPLY AS REQUIRED.
20. ALL PANEL DIRECTORIES SHALL BE TYPED/WRITTEN, NOT HAND WRITTEN.
21. INSTALL AN EQUIPMENT GROUNDING CONDUCTORS IN ALL CONDUITS PER THE SPECIFICATIONS AND NEC. THE EQUIPMENT GROUNDING CONDUCTORS SHALL BE BUNDLED AT ALL JUNCTION BOXES, PULL BOXES, AND ALL DISCONNECT SWITCHES, STARTERS, AND EQUIPMENT CABINETS.
22. THE CONTRACTOR SHALL PREPARE AS-BUILT DRAWINGS, DOCUMENT ANY AND ALL WIRING AND EQUIPMENT CONDITIONS AND CHANGES WHILE COMPLETING THIS CONTRACT. SUBMIT AT SUBSTANTIAL COMPLETION.
23. ALL DISCONNECT SWITCHES AND OTHER CONTROLLING DEVICES SHALL BE PROVIDED WITH ENGRAVED PHOTOLOGIC INDICATORS INDICATING EQUIPMENT CONTROLLED. BRANCH CIRCUITS INSTALLED ON, AND PANEL FIELD LOCATIONS RED FROM (NO EXCEPTIONS).
24. ALL ELECTRICAL DEVICES AND INSTALLATIONS OF THE DEVICES SHALL COMPLY WITH (ADA) AMERICANS WITH DISABILITIES ACT AS ADOPTED BY THE APPLICABLE STATE.
25. PROVIDE CORE DRILLING AS NECESSARY FOR PENETRATIONS OR RISERS THROUGH BUILDING. DO NOT PENETRATE STRUCTURAL MEMBERS WITHOUT CONSTRUCTION APPROVAL. PROVIDE PROTECTIVE COVERINGS TO PROTECT UNDERLYING SURFACES FROM DAMAGE. PROVIDE PROTECTIVE COVERINGS TO PROTECT UNDERLYING SURFACES FROM DAMAGE. PROVIDE PROTECTIVE COVERINGS TO PROTECT UNDERLYING SURFACES FROM DAMAGE. PROVIDE PROTECTIVE COVERINGS TO PROTECT UNDERLYING SURFACES FROM DAMAGE.
26. ELECTRICAL CHARACTERISTICS OF ALL EQUIPMENT (NEW AND EXISTING) SHALL BE FIELD VERIFIED WITH THE OWNER'S REPRESENTATIVE AND EQUIPMENT SUPPLIER PRIOR TO FULFILLMENT OF CONTRACT AND WIRE. ALL EQUIPMENT SHALL BE PROPERLY CONNECTED ACCORDING TO THE MANUFACTURE DATA FURNISHED ON THE EQUIPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION AT THE TIME OF DESIGN AND SOME EQUIPMENT CHARACTERISTICS MAY VARY FROM DESIGN AS SHOWN ON THESE DRAWINGS.
27. LOCATION OF ALL OUTLET, BOXES, ETC., AND THE TYPE OF CONNECTION (PLUS OR DIRECT) SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE PRIOR TO ROUGH-IN.
28. SPENT BRACKERS SHALL BE USED ON 120V LOADS IN THE EVENT THAT ADDITIONAL CIRCUIT SPACE IS REQUIRED FOR PROPOSED EQUIPMENT.
29. PANEL SCHEDULE LOADING AND CIRCUIT ASSIGNMENT ON E-1 REFLECTS APPROXIMATE FIELD CONDITIONS. REFER TO E-4 FOR POST-INSTALLATION PANEL SCHEDULE LOADING AND CIRCUIT ASSIGNMENT IN WORK BEING USED EQUIPMENT HAS BEEN PROVIDED.

NO	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	CONDUIT	100	FT	1.50	150.00
2	PULL BOX	5	EA	30.00	150.00
3	JUNCTION BOX	10	EA	15.00	150.00
4	CONDUIT	50	FT	1.50	75.00
5	PULL BOX	2	EA	30.00	60.00
6	JUNCTION BOX	5	EA	15.00	75.00
7	CONDUIT	25	FT	1.50	37.50
8	PULL BOX	1	EA	30.00	30.00
9	JUNCTION BOX	2	EA	15.00	30.00
10	CONDUIT	15	FT	1.50	22.50
11	PULL BOX	1	EA	30.00	30.00
12	JUNCTION BOX	1	EA	15.00	15.00
13	CONDUIT	10	FT	1.50	15.00
14	PULL BOX	1	EA	30.00	30.00
15	JUNCTION BOX	1	EA	15.00	15.00
16	CONDUIT	5	FT	1.50	7.50
17	PULL BOX	1	EA	30.00	30.00
18	JUNCTION BOX	1	EA	15.00	15.00
19	CONDUIT	3	FT	1.50	4.50
20	PULL BOX	1	EA	30.00	30.00
21	JUNCTION BOX	1	EA	15.00	15.00
22	CONDUIT	2	FT	1.50	3.00
23	PULL BOX	1	EA	30.00	30.00
24	JUNCTION BOX	1	EA	15.00	15.00
25	CONDUIT	1	FT	1.50	1.50
26	PULL BOX	1	EA	30.00	30.00
27	JUNCTION BOX	1	EA	15.00	15.00
28	CONDUIT	1	FT	1.50	1.50
29	PULL BOX	1	EA	30.00	30.00
30	JUNCTION BOX	1	EA	15.00	15.00
31	CONDUIT	1	FT	1.50	1.50
32	PULL BOX	1	EA	30.00	30.00
33	JUNCTION BOX	1	EA	15.00	15.00
34	CONDUIT	1	FT	1.50	1.50
35	PULL BOX	1	EA	30.00	30.00
36	JUNCTION BOX	1	EA	15.00	15.00
37	CONDUIT	1	FT	1.50	1.50
38	PULL BOX	1	EA	30.00	30.00
39	JUNCTION BOX	1	EA	15.00	15.00
40	CONDUIT	1	FT	1.50	1.50
41	PULL BOX	1	EA	30.00	30.00
42	JUNCTION BOX	1	EA	15.00	15.00
43	CONDUIT	1	FT	1.50	1.50
44	PULL BOX	1	EA	30.00	30.00
45	JUNCTION BOX	1	EA	15.00	15.00
46	CONDUIT	1	FT	1.50	1.50
47	PULL BOX	1	EA	30.00	30.00
48	JUNCTION BOX	1	EA	15.00	15.00
49	CONDUIT	1	FT	1.50	1.50
50	PULL BOX	1	EA	30.00	30.00
51	JUNCTION BOX	1	EA	15.00	15.00
52	CONDUIT	1	FT	1.50	1.50
53	PULL BOX	1	EA	30.00	30.00
54	JUNCTION BOX	1	EA	15.00	15.00
55	CONDUIT	1	FT	1.50	1.50
56	PULL BOX	1	EA	30.00	30.00
57	JUNCTION BOX	1	EA	15.00	15.00
58	CONDUIT	1	FT	1.50	1.50
59	PULL BOX	1	EA	30.00	30.00
60	JUNCTION BOX	1	EA	15.00	15.00



PROJECT NO: 172862
 DRAWN BY: SAF
 CHECKED BY: SEW

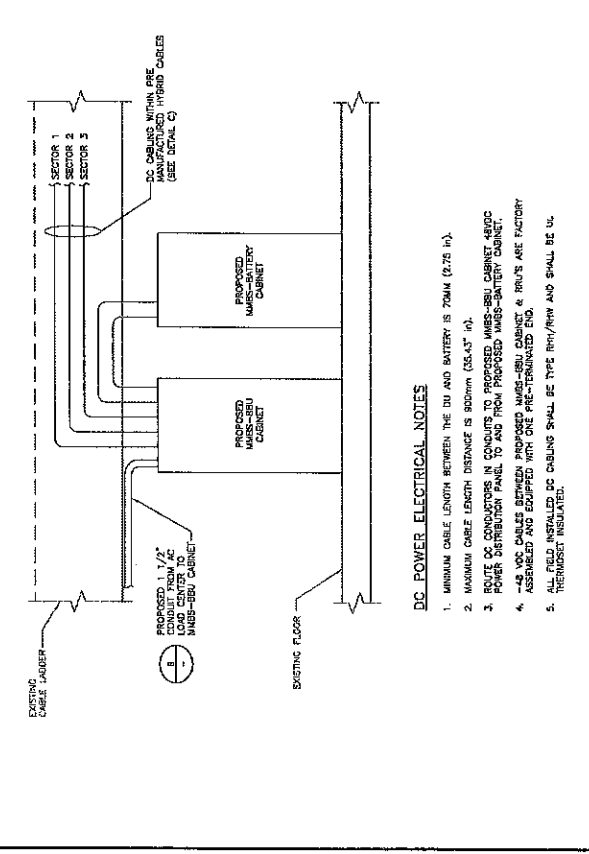
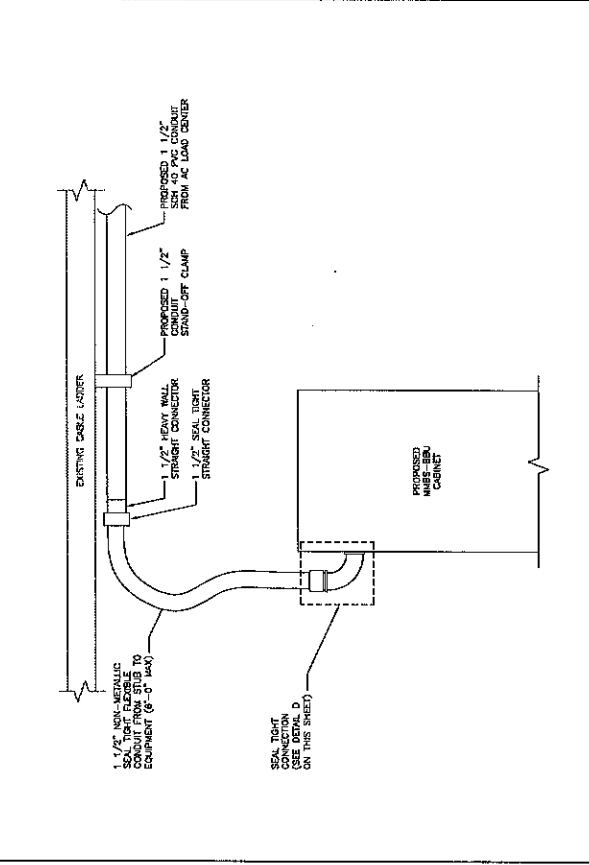


PROFESSIONAL ENGINEER
 Timothy M. Martin
 License No. 500386
 State of Minnesota
 10/18/17

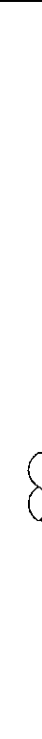
MS72XC330-A
 F1/MND330-WITHROP
 19900 MANNING TRAIL N
 STILLWATER, MN 55082

SHEET TITLE
 DC POWER ONE-LINE
 & DETAILS

SHEET NUMBER
 E-2



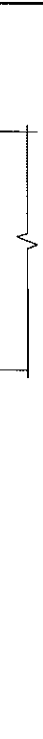
DC POWER ELECTRICAL NOTES



EQUIPMENT POWER CONDUIT CONNECTIONS

	TYPE 1	TYPE 2	TYPE 3	TYPE 4	TYPE 5
TOTAL LENGTH	~40m (~132')	~60m (~197')	~75m (~246')	~80m (~262')	~110m (~361')
HYBRID POWER CABLE CONFIGURATION	AWG 10, 4 PAIR AWG 12, 3 PAIR	AWG 8, 1 PAIR AWG 10, 3 PAIR	AWG 6, 1 PAIR AWG 8, 1 PAIR AWG 10, 2 PAIR	AWG 8, 1 PAIR AWG 8, 3 PAIR AWG 8, 3 PAIR	AWG 8, 1 PAIR AWG 8, 3 PAIR AWG 8, 3 PAIR
CABLE DIAMETER	22mm (0.867")	27mm (1.063")	30mm (1.181")	30/32mm (1.181")	32mm (1.260")
BENDING RADIUS	300mm (11.811")	330mm (12.992")	380mm (14.961")	450mm (17.722")	450mm (17.722")
OPTIC CABLE	10/PC-T0-L2/PC, SINGLE MODE				
MMS-BBU CABINET (POWER CABLE TERMINAL - MAX SEE AIG 7)	2 PAIR POWER AND OPTIC CABLE WITH PE PIPE				
RRU POWER CABLE SPEC	AWG 8, 15.2mm (0.893") AWG 10, 12.2mm (0.481")				
NON USE POWER AND OPTIC CABLE POWER AND OPTIC CABLE WITH PE PIPE	2 PAIR POWER AND OPTIC CABLE WITH PE PIPE	2 PAIR POWER AND OPTIC CABLE WITH PE PIPE	2 PAIR POWER AND OPTIC CABLE WITH PE PIPE	2 PAIR POWER AND OPTIC CABLE WITH PE PIPE	2 PAIR POWER AND OPTIC CABLE WITH PE PIPE

HYBRID CABLE TYPE

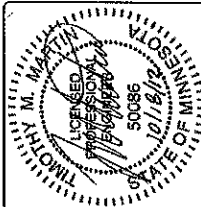


SEAL TITLE POWER CONDUIT CONNECTION TO PROPOSED EQUIPMENT DETAIL



PROJECT NO: 172962
 DRAWN BY: SKF
 CHECKED BY: SSW

REV	DATE	DESCRIPTION
1	10/17/12	ISSUED FOR CONSTRUCTION
0	10/15/12	ISSUED FOR CONSTRUCTION
0	10/10/12	ISSUED FOR PERMITTING
A	07/25/12	ISSUED FOR REVIEW



PROFESSIONAL ENGINEER
 STATE OF MINNESOTA
 LICENSE NO. 50086
 TIMOTHY M. MARTIN

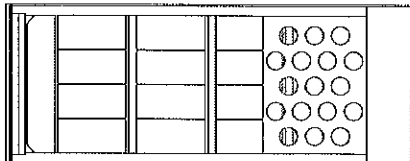
MST2XC330-A
 F1/MN0330-WITHROP
 19900 MANNING TRAIL N
 STILLWATER, MN 55082

SHEET TITLE
 POWER & TELCO DETAILS

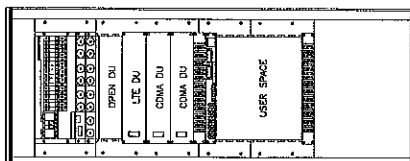
SHEET NUMBER
 E-3



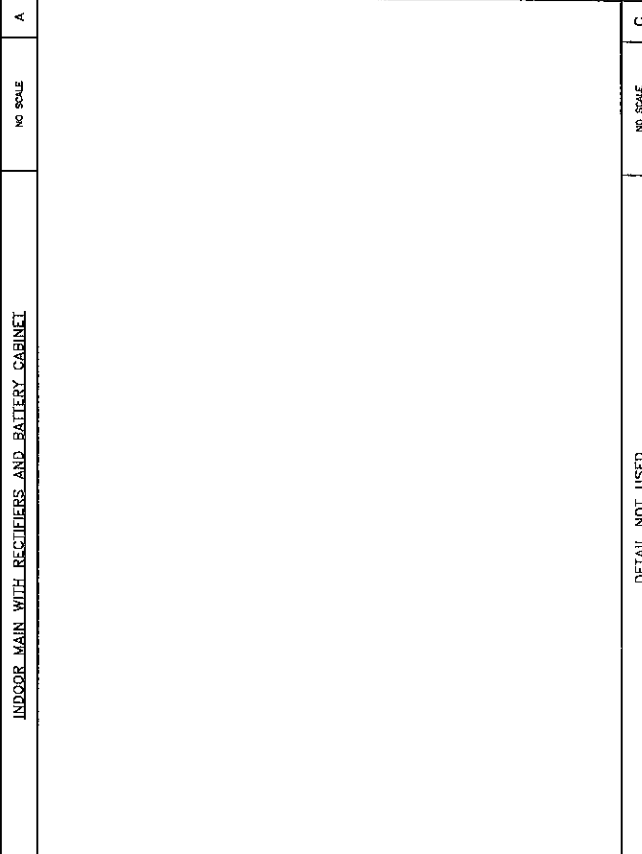
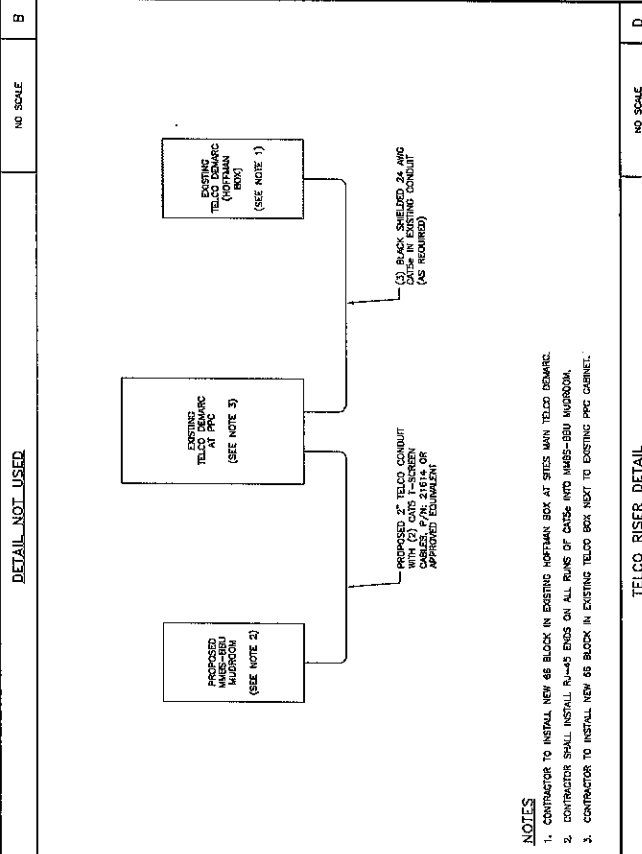
ITEM	SPECIFICATION
OPERATING TEMPERATURE	0 ~ 40°C (NONFATAL CONNECTION)
BATTERIES	SEISMIC ZONE 4 FCC PART 15 CLASS A
AC POWER	SINGLE PHASE 208-240 VAC
DC POWER	14 RT @ -48 VDC (7 RECTIFIERS, 90% EFFICIENCY)
CABINET SIZE (W x D x H)	23.0" x 23.0" x 78.0" mm
CABINET WEIGHT	POWER CABINET: T.B.D. W/O EQUIPMENT BATTERY CABINET: T.B.D. W/O EQUIPMENT
CABINET USER SPACE	8 RU FOR BBU 8 RU FOR AUX 8 RU FOR BATTERY 8 RU FOR BATTERY STRUNG (FOR SINGLED)
BATTERY CABINET	8 * 8U SEISMIC BATTERY SHELF MOUNTEDS 4 * 4 BATTERY BRACKETS AND MOUNTINGS



MMBS-BATTERY CABINET



MMBS-BBU CABINET



NOTES

- CONTRACTOR TO INSTALL NEW 66 BLOCK IN EXISTING HOPTMAN BOX AT SITES MAIN TELCO DMBARC.
- CONTRACTOR SHALL INSTALL RU-45 ENDS ON ALL RUNS OF CABLE INTO MMBS-BBU MUDROOM.
- CONTRACTOR TO INSTALL NEW 66 BLOCK IN EXISTING TELCO BOX NEXT TO EXISTING PPC CABINET.

DETAIL NOT USED

TELCO RISER DETAIL

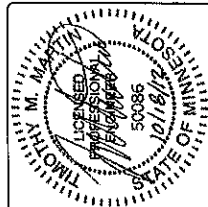
INDOOR MAIN WITH RECTIFIERS AND BATTERY CABINET

DETAIL NOT USED



PROJECT NO.:	17288Z
DRAWN BY:	SJF
CHECKED BY:	SEB

1	10/17/12	ISSUED FOR CONSTRUCTION
2	10/22/12	ISSUED FOR CONSTRUCTION
3	10/29/12	ISSUED FOR CONSTRUCTION
4	11/14/12	ISSUED FOR CONSTRUCTION
5	11/14/12	ISSUED FOR CONSTRUCTION
6	11/14/12	ISSUED FOR CONSTRUCTION
7	11/14/12	ISSUED FOR CONSTRUCTION
8	11/14/12	ISSUED FOR CONSTRUCTION
9	11/14/12	ISSUED FOR CONSTRUCTION
10	11/14/12	ISSUED FOR CONSTRUCTION



THIS SEAL IS THE PROPERTY OF THE BOARD OF PROFESSIONAL ENGINEERS AND SURVEYORS OF THE STATE OF MINNESOTA. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON AND NOT TO BE USED FOR ANY OTHER PROJECT OR SITE WITHOUT THE WRITTEN CONSENT OF THE BOARD OF PROFESSIONAL ENGINEERS AND SURVEYORS OF THE STATE OF MINNESOTA.

MST2XC330-A
F1/MND330-WITHROP
15600 HANNOCK TRAIL N
STILLWATER, MN 55082

SHEET TITLE
GROUNDING PLAN & NOTES

SHEET NUMBER
G-1

GROUNDING NOTES

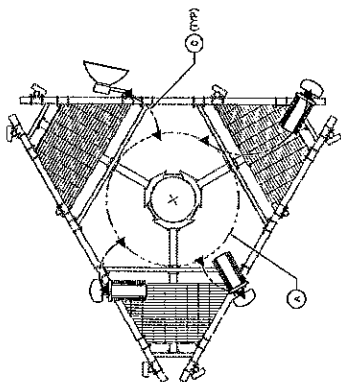
- ALL ELECTRICAL AND GROUNDING AT THE CELL SITE SHALL COMPLY WITH THE NATIONAL ELECTRICAL CODE (NEC), NATIONAL FIRE PROTECTION ASSOCIATION (NFPA 790 (LATEST EDITION), AND MANUFACTURER SPECIFICATION.
- IF THE AC PANEL IN THE POWER CABINET IS WIRING AS SERVICE ENTRANCE, THE AC SERVICE GROUND CONDUCTOR SHALL BE CONNECTED TO THE MAIN SERVICE GROUNDING BUS. THE MAIN SERVICE GROUNDING BUS SHALL BE INSTALLED IN THE AC POWER CONDUIT. THE INSTALLATION SHALL BE PER LOCAL AND NATIONAL ELECTRICAL CODE (NFPA-70).
- PROPER WELDING IS RECOMMENDED FOR GROUNDING CONNECTION WHERE PRACTICAL. OTHERWISE, THE CONNECTION SHALL BE MADE USING COMPRESSION TYPE-2 HOLES, LONG BARREL LUGS OR DOUBLE CRIMP CLAMP "C" CLAMP. THE COPPER CABLES SHALL BE COATED WITH ANODIZANT COPPER SHEATH, BEFORE MAKING THE CONNECTIONS. THE MANUFACTURER'S TORQUE RECOMMENDATIONS ON THE BOLT ASSEMBLY TO SECURE CONNECTIONS SHALL BE FOLLOWED.
- THE ANTENNA CABLES SHALL BE GROUNDING AT THE TOP AND BOTTOM OF THE TOWER. ALL THE LUGS DURING INSTALLATION. THE ANTENNA CABLE SHALL BE GROUNDING TO THE TOWER. THE GROUNDING POINT SHALL BE MADE TO THE TOWER. THE GROUNDING POINT SHALL BE MADE TO THE TOWER. THE GROUNDING POINT SHALL BE MADE TO THE TOWER. THE GROUNDING POINT SHALL BE MADE TO THE TOWER. THE GROUNDING POINT SHALL BE MADE TO THE TOWER.
- ALL GROUNDING CONDUCTORS INSIDE THE BUILDING SHALL BE RUN IN CONDUIT. RACEWAY SYSTEMS SHALL BE INSTALLED AS STRUCK/IF AS PRACTICAL WITH MINOR BENDS TO AVOID OBSTRUCTIONS. THE BENDING RADIUS OF ANY #2 GROUNDING CONDUCTOR IS 5". PVC RACEWAY MAY BE FLEXIBLE OR RIGID PER THE FIELD CONDITIONS. GROUNDING CONDUCTORS SHALL NOT MAKE CONTACT WITH ANY METALLIC CONDUITS, SURFACES OR EQUIPMENT.
- PROVIDE PVC SLEEVES WHERE GROUNDING CONDUCTORS PASS THROUGH THE BUILDING WALLS AND /OR CEILINGS.
- INSTALL GROUND BUSHINGS ON ALL METALLIC CONDUITS AND BENDS TO THE EQUIPMENT GROUND BUSES IN THE PANEL BOARD.
- GROUND ANTENNA BASES, FRAMES, CABLE CABINETS AND OTHER METALLIC COMPONENTS WITH #2 GROUNDING CONDUCTORS AND CONNECT TO INSULATED SURFACE MOUNTED GROUND BARS. CONNECTION DETAILS SHALL FOLLOW MANUFACTURER'S SPECIFICATIONS FOR GROUNDING.
- ALL PROPOSED GROUNDING CONDUCTORS SHALL BE ROUTED AND CONNECTED TO THE MAIN GROUND BAR OR EXISTING GROUND BARS THROUGH EXISTING OR PROPOSED CABLE LADDER SUPPORT.

GROUNDING LEGEND

- ⊕ PROPOSED GROUND RING OR EXISTING HALO GROUNDING. FIELD DETERMINE EXACT LOCATION.
- ⊙ SPRING EQUIPMENT CABINET GROUNDING. TYP OF 2. SEE DETAIL E / SHEET G-3
- ⊙ ANTENNA GROUNDING. SEE DETAIL E / SHEET G-3
- ⊙ OPS GROUNDING. SEE DETAIL D / SHEET G-3
- ⊙ CABLE LADDER SUPPORT GROUNDING
- ⊙ PROPOSED GROUND RING. FIELD DETERMINE EXACT LOCATION EXISTING GROUND RING
- PROPOSED GROUND RING
- ▣ CADWELD CONNECTION (EXOTHERMIC WELD)
- ▲ MECHANICAL CONNECTION
- ⊗ GROUND ROD

CADWELD CONNECTIONS OR APPROVED EQUAL	BURIED CONNECTIONS OR APPROVED EQUAL
<p>PARALLEL HORIZONTAL CONNECTION OF HORIZONTAL CABLES. TYPE P1</p>	<p>HORIZONTAL STEEL SURFACE TO FLAT STEEL SURFACE ON PIPE. TYPE W5</p>
<p>VERTICAL CABLE TO THROUGH CABLE TO TOP OF GROUND ROD. TYPE G1</p>	<p>VERTICAL CABLE TO VERTICAL SURFACE INCLUDING PIPE. TYPE W3</p>
<p>VERTICAL PIPE CABLE DOWN AT 45° TO RANGE OF VERTICAL PIPES. TYPE W2</p>	<p>ROD JUMPER FIELD FABRICATED GREEN STRANDED INSULATED. TYPE W4-W2</p>
	<p>COPPER LUGS TWO HOLE - LONG BARREL. TYPE W3-W2</p>

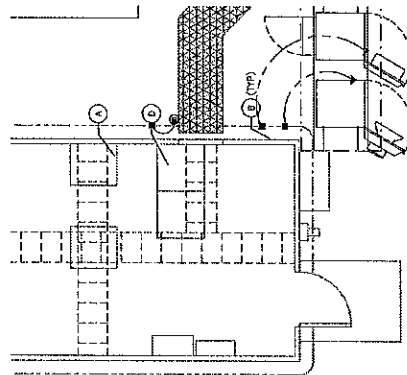
TYPICAL CADWELD TYPE CONNECTIONS



ANTENNA GROUNDING PLAN

A

SCALE: 3/8"=1'-0"



INTERIM GROUNDING PLAN

SCALE: 3/8"=1'-0"

FINAL GROUNDING PLAN

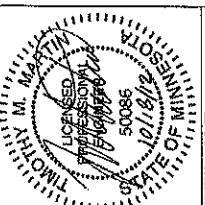
SCALE: 3/8"=1'-0"

C



PROJECT NO: 172692
 DRAWN BY: SAF
 CHECKED BY: SBT

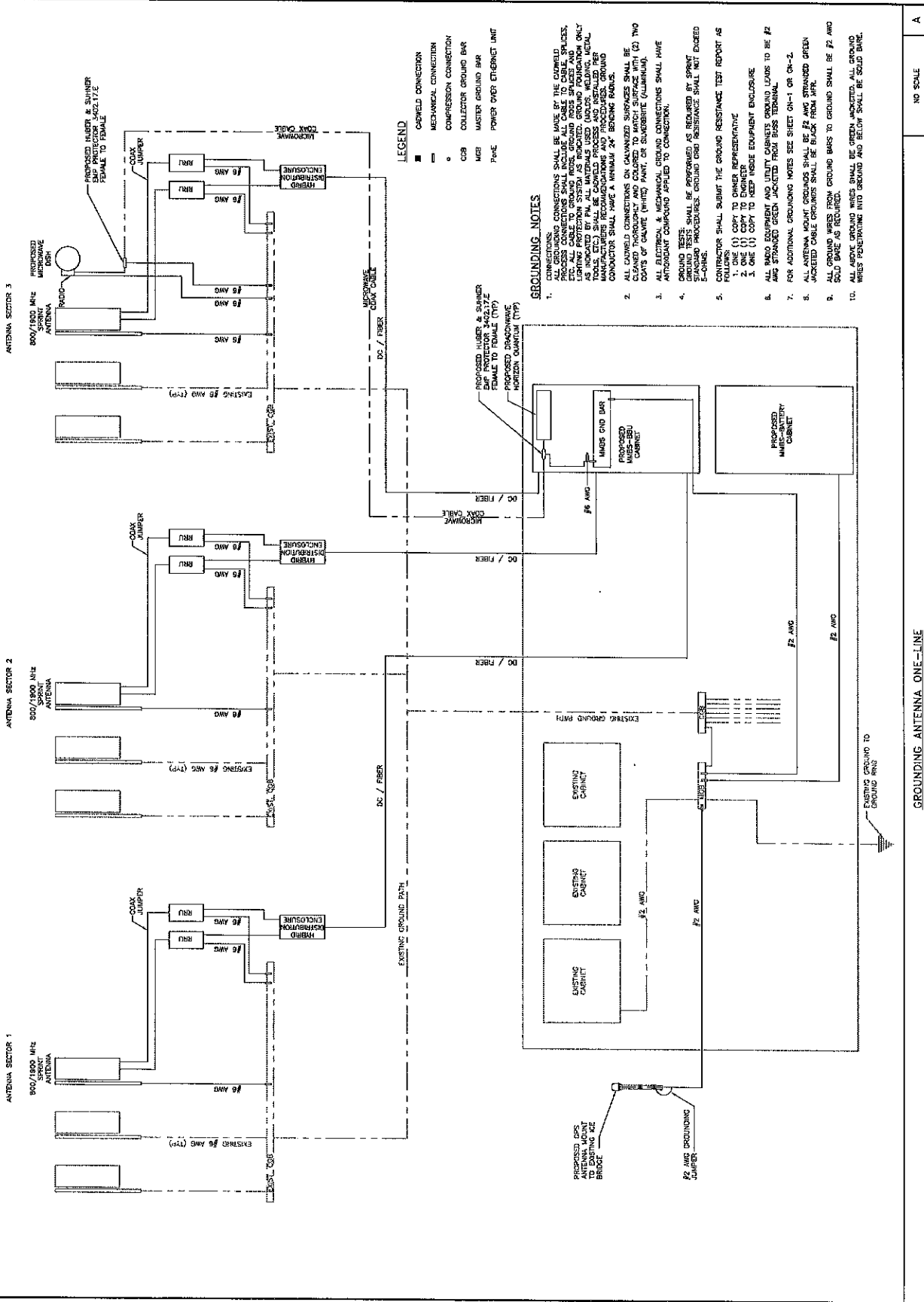
REV	DATE	DESCRIPTION
1	10/17/12	WORK ISSUED FOR CONSTRUCTION
0	10/26/12	WORK ISSUED FOR CONSTRUCTION
B	10/26/12	WORK ISSUED FOR CONSTRUCTION
A	07/27/12	WORK ISSUED FOR DESIGN



MS72XC330-A
 F1/MNO330-WITHROP
 19500 MANNING TRAIL N
 STILLWATER, MN 55082

SHEET TITLE
 GROUNDING DETAILS

SHEET NUMBER
 G-2



LEGEND

- CWELDED CONNECTION
- MECHANICAL CONNECTION
- COMPRESSION CONNECTION
- COB
- MGR
- P-ME

GROUNDING NOTES

- ALL GROUNDING CONNECTIONS SHALL BE MADE BY THE COWELDED PROCESS. CONNECTIONS SHALL INCLUDE ALL CABLE TO CABLE SPICES, CABLE TO EQUIPMENT, EQUIPMENT TO EQUIPMENT, AND EQUIPMENT TO LIGHTNING PROTECTION SYSTEM AS REQUIRED. GROUND FOUNDATION ONLY AS INDICATED BY PM. ALL MATERIALS USED (WELDS, WELDING, METAL, CONDUCTORS, BONDING, AND FASTENERS) SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND PROCEDURES. GROUND CONDUCTOR SHALL HAVE A MINIMUM 24" BONDING LENGTH.
- ALL GALVANIZED CONNECTIONS ON GALVANIZED SURFACES SHALL BE CLEANED THOROUGHLY AND COLORED TO MATCH SURFACE WITH (2) TWO COATS OF GALVANIC (ZINC) PAINT, OR SORBENTITE (GALVANUM).
- ALL ELECTRICAL & MECHANICAL GROUND CONNECTIONS SHALL HAVE AN INSULANT COMPOUND APPLIED TO CONNECTION.
- GROUND TESTS SHALL BE PERFORMED AS REQUIRED BY SPRINT STANDARD PROCEDURES. GROUND CRD RESISTANCE SHALL NOT EXCEED 5-OHMS.
- CONTRACTOR SHALL SUBMIT THE GROUND RESISTANCE TEST REPORT AS FOLLOWS:
 - ONE (1) COPY TO OWNER REPRESENTATIVE
 - ONE (1) COPY TO ENGINEER
 - ONE (1) COPY TO KEEP INSIDE EQUIPMENT ENCLOSURE
- ALL PADD EQUIPMENT AND UTILITY CABINETS GROUND LEADS TO BE #2 AWG STRANDED GREEN JACKETED FIBER BOND TERMINAL.
- FOR ADDITIONAL GROUNDING NOTES SEE SHEET ON-1 OR ON-2.
- ALL ANTENNA MOUNT GROUNDING SHALL BE #2 AWG STRANDED GREEN JACKETED CABLE GROUND SHALL BE BLACK FROM MPL.
- ALL GROUND WIRES FROM GROUND BARS TO GROUND SHALL BE #2 AWG SOLID BARE AS REQUIRED.
- ALL ASPIC GROUND WIRES SHALL BE GREEN JACKETED. ALL GROUND WIRES PENETRATING INTO GROUND AND BELOW SHALL BE SOLID BARE.

GROUNDING ANTENNA ONE-LINE

NO SCALE

A



PROJECT NO: 172862
 DRAIN BY: SWF
 CHECKED BY: SEW

REV	DATE	DESCRIPTION
1	10/17/12	ISSUE FOR CONSTRUCTION
2	10/20/12	ISSUE FOR CONSTRUCTION
3	10/20/12	ISSUE FOR CONSTRUCTION
4	07/25/13	ISSUE FOR REVIEW

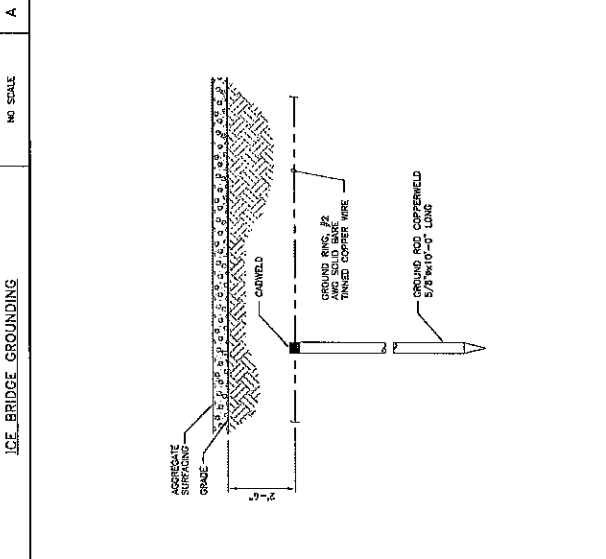
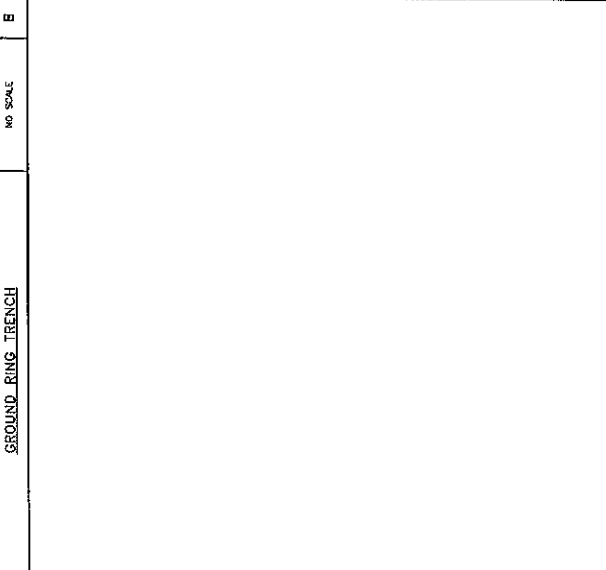
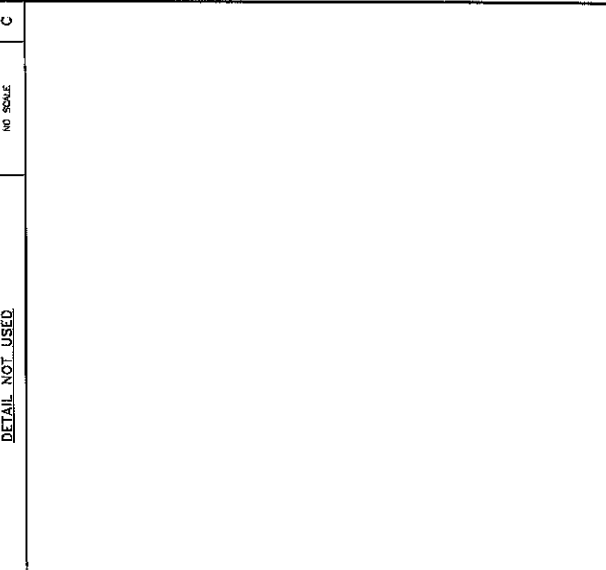
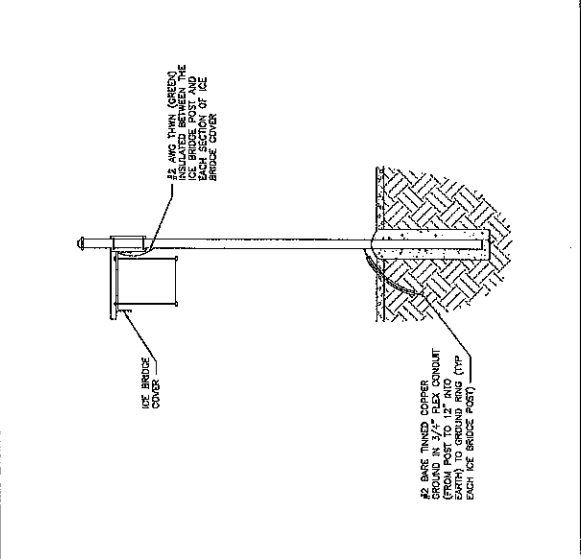
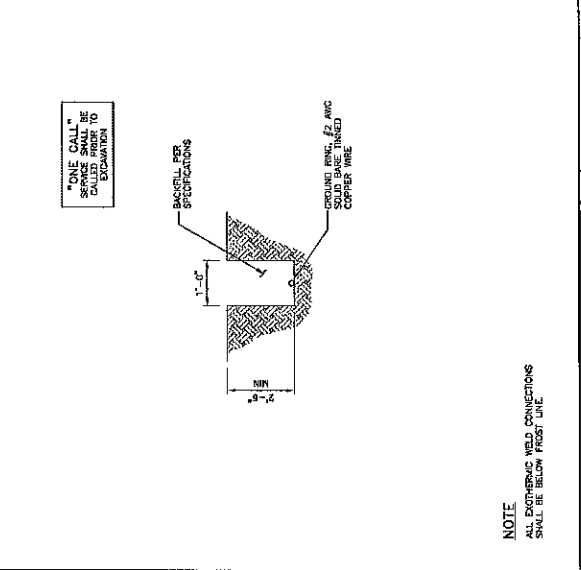
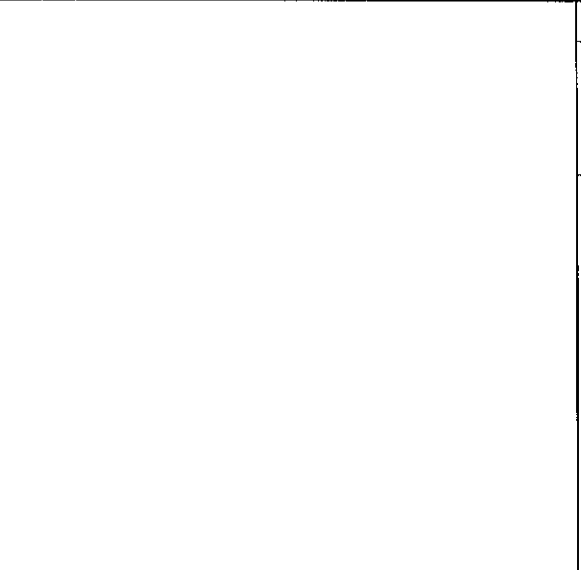


PROFESSIONAL ENGINEER
 M. M. M. M.
 LICENSE NO. 50086
 STATE OF MINNESOTA

MS72XC330-A
 F1/MN0530-WITHROP
 19900 MANNING TRAIL N
 STILLWATER, MN 55082

SHEET TITLE
 GROUNDING DETAILS

SHEET NUMBER
 G-4



NOTE
 ALL EXOTHERMIC WELD CONNECTIONS
 SHALL BE BELOW FROST LINE.

NOTE
 ONE CALL
 SHALL BE
 CALLED PRIOR TO
 EXCAVATION

2. MAX. THIN LAYER
 FROM INVERT OF CONDUIT
 (FROM POST TO 12\"/>

2.2 AVG. THIN (GREEN)
 LAYER SHALL BE
 ICE BRIDGE POST AND
 BRIDGE COVER

BACKFILL PER
 SPECIFICATIONS

GROUND RING, 2\"/>

ICE BRIDGE
 COVER

AGGREGATE
 SURROUNDING
 GRADE

2'-6"

CAWFIELD

GROUND RING, 2\"/>

GROUND ROD COPPERWELD
 5/8\"/>

GROUND ROD

C

B

A

NO SCALE

NO SCALE

NO SCALE

DETAIL NOT USED

DETAIL NOT USED

DETAIL NOT USED

F

E

D

NO SCALE

NO SCALE

NO SCALE

DETAIL NOT USED

DETAIL NOT USED

DETAIL NOT USED



6530 SPRINT PARKWAY
OVERLAND PARK, KANSAS 66251



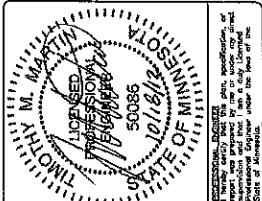
BLACK & VEATCH



IRISH TOWER, LLC

PROJECT NO: 172662
DRAWN BY: SVF
CHECKED BY: SEM

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2	10/20/12	ISSUE 0500 FOR CONSTRUCTION		
3	10/20/12	ISSUE 0500 FOR CONSTRUCTION		
4	10/20/12	ISSUE 0500 FOR CONSTRUCTION		
5	10/20/12	ISSUE 0500 FOR CONSTRUCTION		
6	10/20/12	ISSUE 0500 FOR CONSTRUCTION		
7	10/20/12	ISSUE 0500 FOR CONSTRUCTION		
8	10/20/12	ISSUE 0500 FOR CONSTRUCTION		
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10	10/20/12	ISSUE 0500 FOR CONSTRUCTION		
REP	DATE	DESCRIPTION		

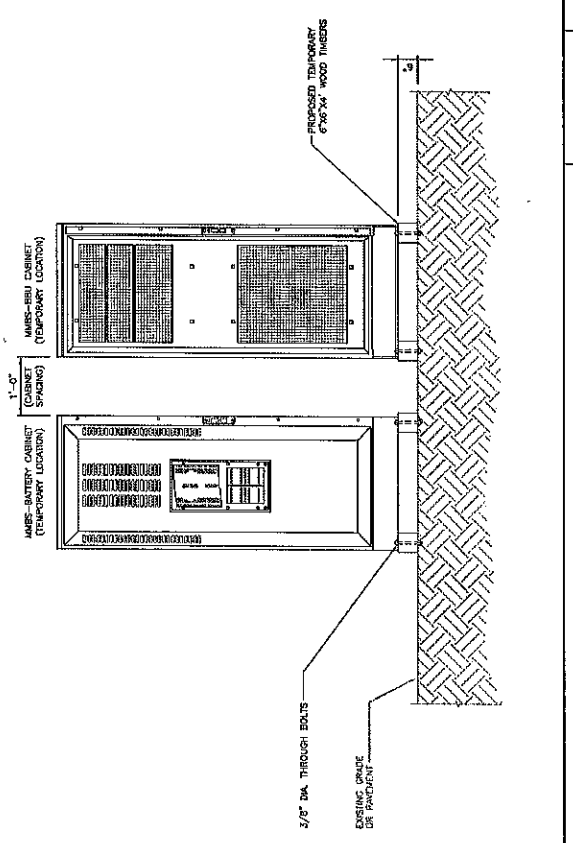


PROFESSIONAL ENGINEER
M. M. M...
LICENSE NO. 50086
STATE OF MINNESOTA

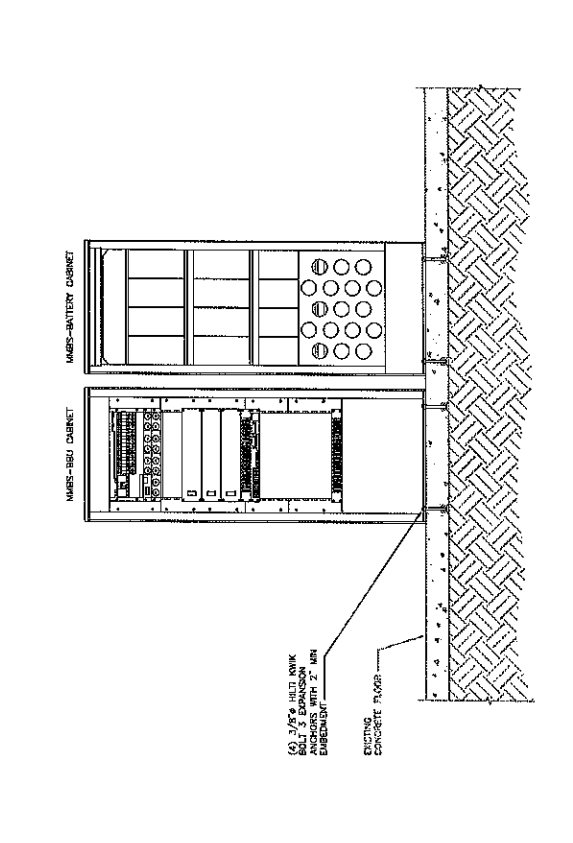
M572XC330-A
F1/MN0330-WITHROP
19900 MANNING TRAIL N
STILLWATER, MN 55082

SHEET TITLE
STRUCTURAL DETAILS

SHEET NUMBER
S-1



NO SCALE

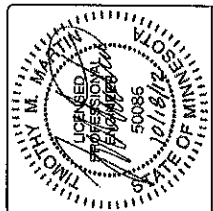


NO SCALE



PROJECT NO: 172602
 DRAWN BY: SAF
 CHECKED BY: SBW

REV	DATE	DESCRIPTION
A	10/17/12	LOOK SHEET FOR CONSTRUCTION
B	10/23/12	LOOK SHEET FOR CONSTRUCTION
C	10/23/12	LOOK SHEET FOR CONSTRUCTION
D	07/23/12	REV SHEET FOR REVIEW

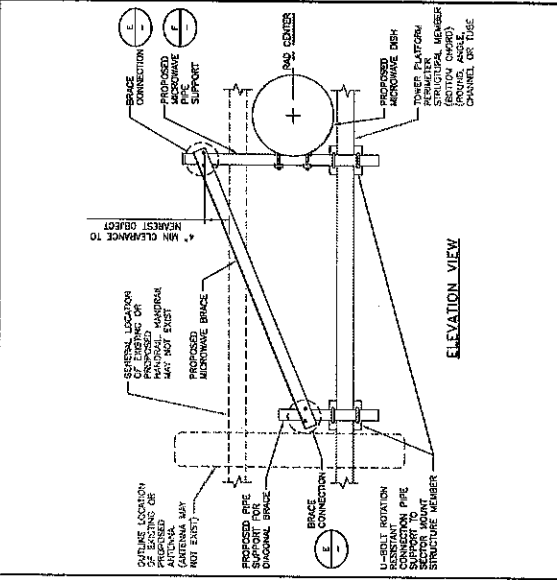


Timothy M. Martin, P.E.
 License No. 50086
 State of Minnesota
 My commission expires on 10/31/15. My direct employer is listed on the back of this seal. I am not authorized to perform engineering under the laws of the State of Minnesota.

MS726C330-A
 F1/AN0350-WITHROP
 1890 MANNING TRAIL N
 STILLWATER, MN 55082

SHEET TITLE
 STRUCTURAL DETAILS

SHEET NUMBER
 S-2

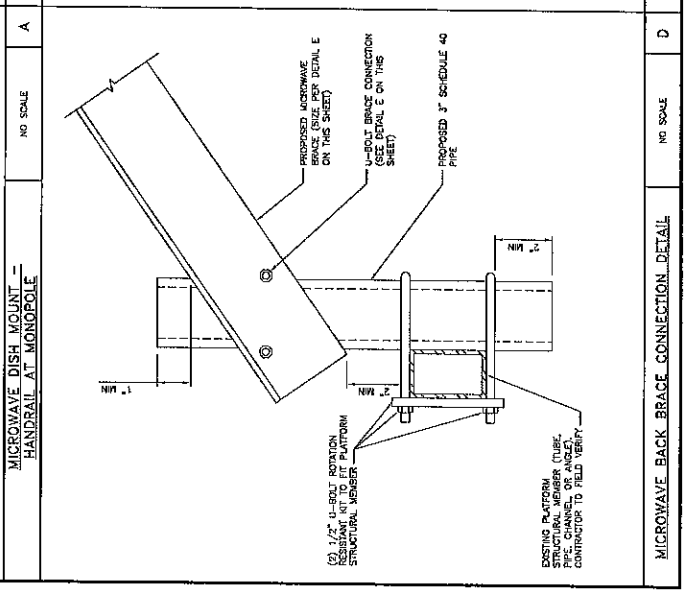
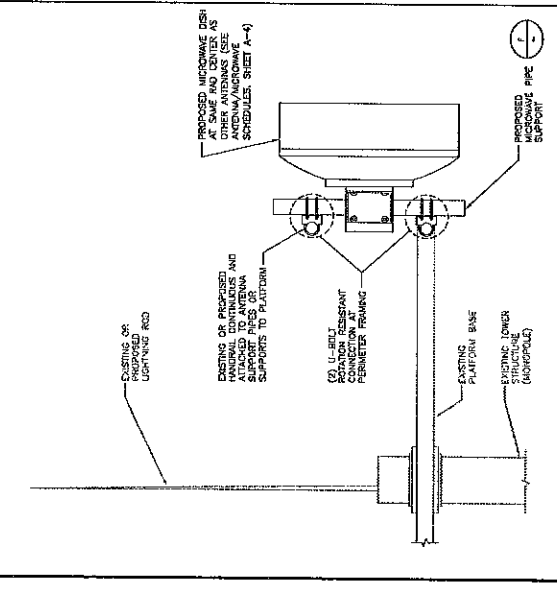
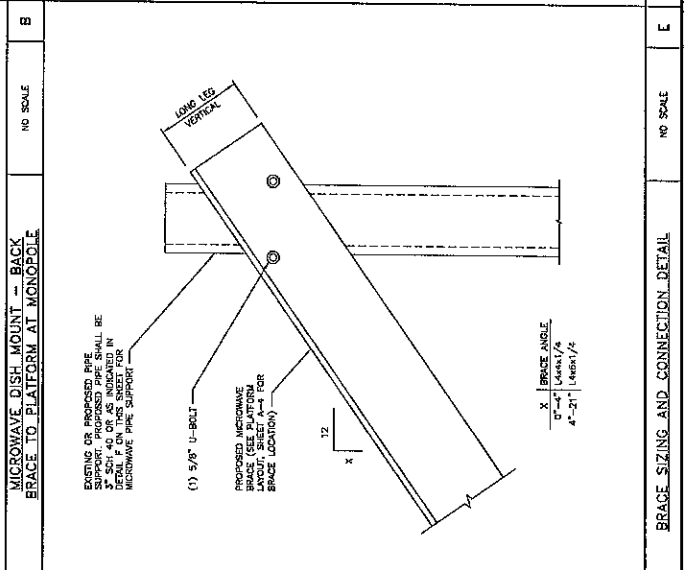
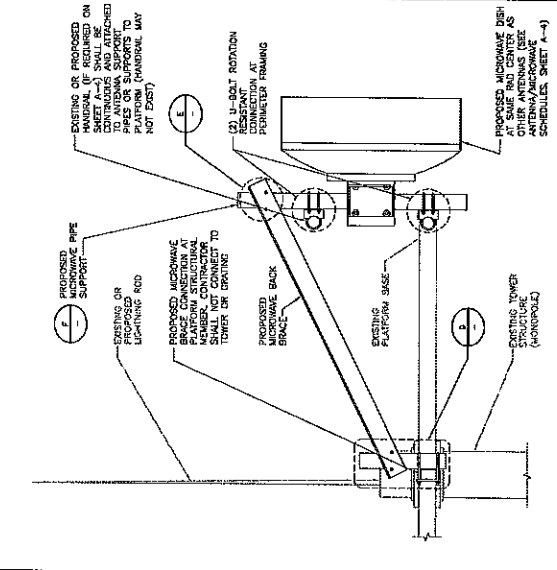


MICROWAVE PIPE SUPPORT SCHEDULE

MICROWAVE DISH DIAMETER	MICROWAVE PIPE MOUNT
1'-0"	3 1/2" O.D. SCH 40
2'-0"	3 1/2" O.D. SCH 40
2'-8"	3 1/2" O.D. SCH 40
3'-0"	4 1/2" O.D. SCH 40
4'-0"	4 1/2" O.D. SCH 40
6'-0"	4 1/2" O.D. SCH 40

MICROWAVE DISH MOUNT - PLATFORM PERIMETER BRACE

NO SCALE





Memorandum

To: *Grant Planning Commission Meeting November 19, 2012
Grant City Council Meeting December 4, 2012*

From: *Breanne Rothstein, City Planner
WSB & Associates*

Date: *November 8, 2012 (revised November 26, 2012)*

Re: *Application from Jessica and Christine Flug (8255 75th St. N) for a Conditional Use Permit to allow for a horseboarding facility at more than one horse per every two grazable acres- WSB Project # 1936-25*

Request:

On October 15, 2012, the City received an application from Jessica and Christine Flug for a conditional use permit to allow for a horse boarding business of more than ten horses at a density greater than one horse per every two grazable acres. In total, they are seeking a permit to allow for the boarding/pasturing of 95 animal units as a business, of which 20 horses would be housed in a paddock in a future building on site. Horse boarding has been conducted on this property for many years and was approved for up to 50 horses in 1982 according to meeting minutes.

Site Characteristics:

The subject property is located at 8255 75st St N (westernmost edge of Grant) and is a total of 164 acres, of which approximately 105 acres would be fenced in for a pasture area. The site is characterized by agricultural use (row crops), wetlands, and some forested areas. Approximately ¼ of the total pasture area is wetland (approximately 40 acres). It is surrounded by agricultural/wetland and an existing horse boarding facility owned by the applicant to the south and east, a residential subdivision to the west (Mahtomedi), and the school property to the north. The Gateway trail runs along the south side of the property, and offers a gravel horse trail for riders.

There are several buildings on the site, including a homestead, one large barn, a large garage, several smaller sheds, and a chicken coop. One barn is proposed to be removed and replaced in the future as part of the effort to make it useable for storage related to the proposed operation.

Grant City Code Requirements:

Horse boarding is a permitted use in the agricultural zoning district at a density of one animal unit per two grazable acres, up to ten horses. Section 32-328 and Section 32-337 allows for property owners to exceed these limitations through the application of a conditional use permit, and subject to the following requirements:

- Must demonstrate that facilities are present and appropriate practices are being employed to preclude surface water or groundwater contamination, excessive manure accumulation, odor, noise or other nuisances
- The applicant must have a state pollution control agency feedlot permit for the proposed use
- Submission of a plan for the storage and removal of manure and control of odors from the operation
- Traffic and parking plan for the operation of the boarding and training facility
- Lighting Plan
- Schedule of plan for equestrian events (sorting, rodeo, shows) to be held on site, hours of operation
- Plan to dissipate noise and compliance with noise regulations
- Fencing and building plans with setbacks

Additionally, city code specifies standards for approving all conditional use permits, which are listed below:

- The use conforms with the City's Comprehensive Plan
- The use will not be detrimental to or endanger the public health, safety or general welfare of the city, its residents, or the existing neighborhood
- The use is compatible with the existing neighborhood
- The use meets conditions or standards adopted by the city through other ordinances
- The use will not create additional requirements for facilities and services at public cost beyond normal uses
- The use will not involve use or activities that will be detrimental to people, property, or the general welfare because of production of traffic, noise, smoke, fumes, glare, odors or any other nuisances
- The use will not result in the destruction, loss or damage of natural, scenic, or historic features of importance
- The use will not increase flood potential or create additional water runoff onto surrounding properties

Analysis:

The application has been deemed complete for review by the city planner, therefore the city has 60 days to take action from the date of application, unless an additional 60 days is requested. The initial 60 day deadline for action is December 14, 2012.

A site visit of the property was conducted with the applicant, MPCA staff for feedlot permitting, and the city planner on November 7, 2012. At that meeting, a description of the land use, fencing projects, and permitting requirements was outlined.

A site plan and fencing plan were included in the application, and attached herein.

Manure Management

The applicant proposes to keep any manure at least 100 feet from a wetland edge. Furthermore, the applicant proposes to scrap and remove all manure in the paddock area once per year, and

dispose of the material off-site. The pasture area is not planned to be cleaned-passive manure management is proposed. The applicant will be required to follow the rules associated with feedlot operations through the Minnesota Pollution Control Agency. Minnesota Rules Chapter 7020.0350 subpart 2, requires registration for "an animal feedlot capable of holding 50 or more animal units..." A copy of such registration will be a condition listed in the conditional use permit. Also according to these rules, records of manure management are required to be kept by the applicant for over 100 animal units.

The Valley Branch Watershed District does not require a permit for this application. The applicant is working with the Washington Conservation District regarding suggestions for best management practices.

Events

The horse boarding operation is proposed to be open 7:00 a.m. to 11:00 p.m.

In discussions with the applicant, they are requesting to be able to conduct up to five events per year that would be open to the public (horse shows, boarder meetings, etc). The site's location off of County Road 19 is suitable for vehicular access, and there are large areas on the site that can accommodate adequate short-term parking on a limited basis.

Compliance with other terms of Conditional Use Permit

This application is consistent with the Comprehensive Plan's vision of remaining a rural community with an emphasis on preserving the agricultural uses. The existing neighboring land uses are predominantly agricultural; however, there is an existing, single-family neighborhood nearby, although not immediately adjacent to, the property.

The proposed use does require MPCA registration, which is in process. The MPCA institutes these regulations in order to protect the health, safety, and welfare of the general public and surrounding neighbors and minimize any impacts. The proposal is under the threshold for requiring any stormwater management practices or plan (minimum of 300 animal units).

No additional parking or lighting facilities are proposed as part of this application.

Recommendation:

The Planning Commission met on November 19, 2012, and recommended approval of the application, subject to the following conditions, as adapted from staff recommendations:

- 1) A maximum of 95 animal units be housed on the property at any one time, with a maximum of 20 horses to be housed in a paddock area;
- 2) MPCA registration is completed, and a copy is sent to WSB and the City;
- 3) All manure stockpiling be located a minimum of 100 feet from any wetland;
- 4) Records of manure management are kept, and available to city staff upon request;
- 5) Lighting and noise must meet the requirements of the City's ordinances;
- 6) Hours of the general boarding operation follow 7 a.m. to 11 p.m.;
- 7) Public events are limited to the hours of 7 a.m. to 11 p.m.;
- 8) All fencing shall be installed according to the submitted site plan and be properly maintained;

- 9) The applicant shall implement the regulations of the watershed district and/or the Washington Conservation District as they pertain to manure management and watershed protection;
- 10) All fees and escrows in conjunction with this application are paid in full;
- 11) City shall be allowed to inspect the property with 24 hours' notice to the applicant;
- 12) One additional residential living quarter shall be allowed if the city ordinances allow it.

Staff concurs with the recommendations of the Planning Commission, with the exception of item 12. The city code prohibits human habitation of any accessory structure, per section 32-313 (b) 6. Therefore, staff does not recommend allowing any additional living quarters on the property, which would be in direct conflict with city code regulation.

Recommended Motion:

Motion to approve the Resolution No. 2012-XX approving a conditional use permit to allow a horseboarding facility of up to 95 animal units on the property located at 8255 75th Street.

Attachments:

- 1) Application submittal
- 2) Exhibit of site location
- 3) Information from MPCA regarding feedlots
- 4) Draft Resolution 2012-XX

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2012-XX**

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A HORSE
BOARDING FACILITY ALLOWING UP TO 95 ANIMAL UNITS ON THE PROPERTY
LOCATED AT 8255 75TH ST N**

WHEREAS, Christine Flug and Jessyca Flug (“Applicants”) have properly applied for a Conditional Use Permit to allow up to 95 animal units for Horse Boarding and the property located at 8255 75th St N, legally described as:

WHEREAS, the Planning Commission for the City of Grant conducted a public hearing in according with state statute on November 19, 2012 and public testimony was heard regarding the request;

WHEREAS, the Planning Commission recommended approval of the request, subject to several conditions; and

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA, that it does hereby approve the request of Christine and Jessyca Flug for an Conditional Use Permit, based upon the following findings of fact:

1. The property has been used as a horse boarding facility for many years.
2. The Applicants have submitted materials to demonstrate that facilities are present and appropriate practices are being employed to preclude surface water or groundwater contamination, excessive manure accumulation, odor, noise or other nuisances
3. The Applicants have properly registered with the Minnesota Pollution Control Agency’s feedlot program;
4. The Applicants have properly submitted a plan for the storage and removal of manure and control of odors from the operation;
5. The Applicants have properly submitted a traffic, lighting parking plan for the operation of the boarding and training facility;

6. The Applicants have properly submitted a schedule of plan for equestrian events (sorting, rodeo, shows) to be held on site, hours of operation;
7. The Applicants have properly submitted a plan to dissipate noise and compliance with noise regulations;
8. The Applicants have properly submitted fencing and building plans with setbacks;
9. The use conforms with the City's Comprehensive Plan;
10. The use will not be detrimental to or endanger the public health, safety or general welfare of the city, its residents, or the existing neighborhood;
11. The use is compatible with the existing neighborhood as an agricultural community;
12. The use meets conditions or standards adopted by the city through other ordinances;
13. The use will not create additional requirements for facilities and services at public cost beyond normal uses;
14. The use will not involve use or activities that will be detrimental to people, property, or the general welfare because of production of traffic, noise, smoke, fumes, glare, odors or any other nuisances;
15. The use will not result in the destruction, loss or damage of natural, scenic, or historic features of importance;
16. The use will not increase flood potential or create additional water runoff onto surrounding properties.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA, that the following conditions shall apply to the approved conditional use permit:

- 1) A maximum of 95 animal units be housed on the property at any one time, with a maximum of 20 horses to be housed in a paddock area;
- 2) MPCA registration is completed, and a copy is sent to WSB and the City;
- 3) All manure stockpiling be located a minimum of 100 feet from any wetland;
- 4) Records of manure management are kept, and available to city staff upon request;
- 5) Lighting and noise must meet the requirements of the City's ordinances;
- 6) Hours of the general boarding operation follow 7 a.m. to 11 p.m.;
- 7) Public events are limited to the hours of 7 a.m. to 11 p.m.;
- 8) All fencing shall be installed according to the submitted site plan and be properly maintained;
- 9) The applicant shall implement the regulations of the watershed district and/or the Washington Conservation District as they pertain to manure management and watershed protection;
- 10) All fees and escrows in conjunction with this application are paid in full;
- 11) City shall be allowed to inspect the property with 24 hours' notice to the applicant

Adopted by the Grant City Council this 4th day of December, 2012.

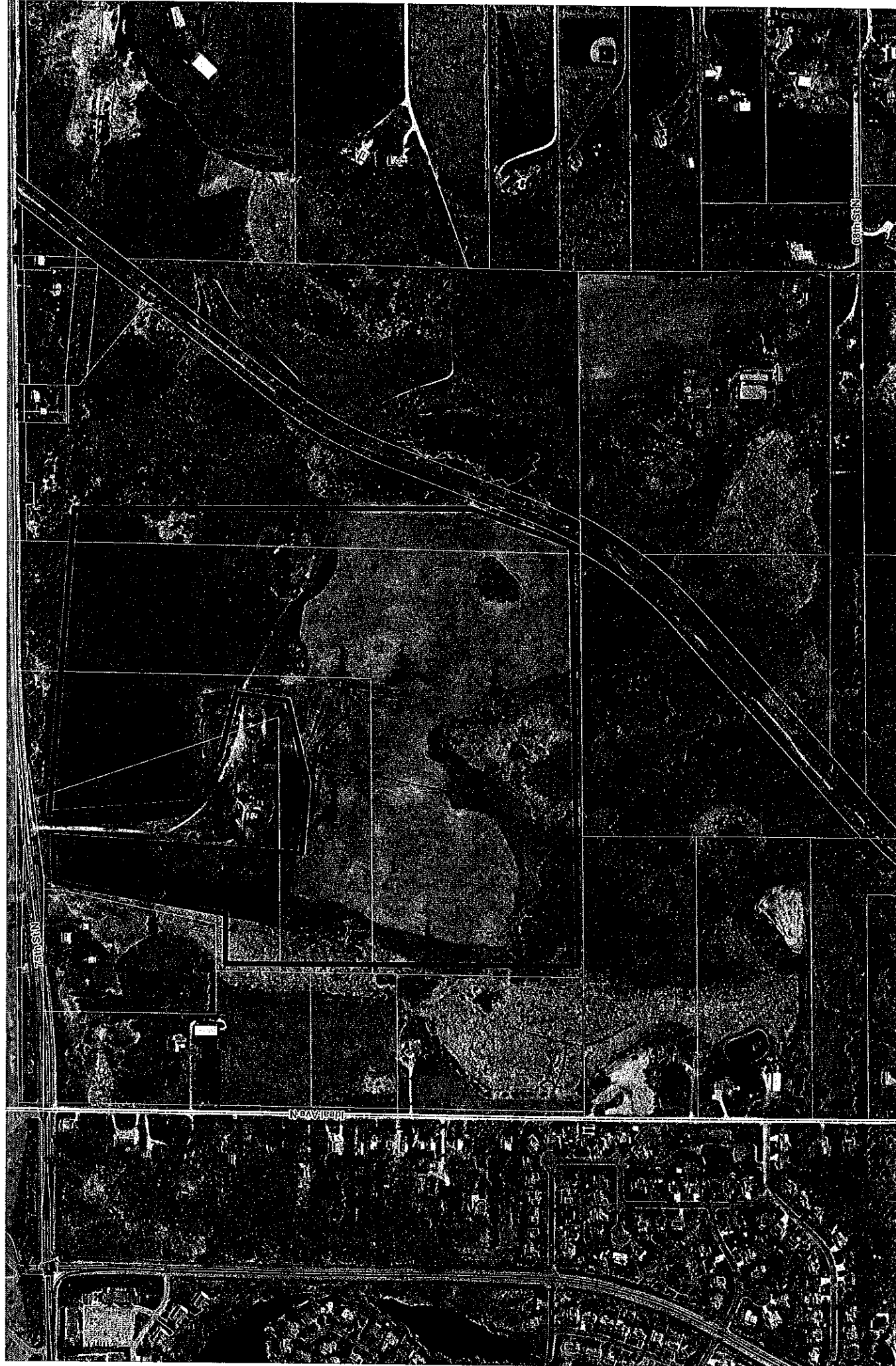
Tom Carr, Mayor

State of Minnesota)
) ss.
County of Washington)

I, the undersigned, being the duly qualified and appointed Clerk of the City of Grant, Minnesota do hereby certify that I have carefully compared the foregoing resolution adopted at a meeting of the Grant City Council on March 1, 2011 with the original thereof on file in my office and the same is a full, true and complete transcript thereof.

Witness my hand as such City Clerk and the corporate seal of the City of Grant, Washington County, Minnesota this ____ day of _____, 2012.

Kim Points
Clerk
City of Grant





LAND USE REQUEST APPLICATION FORM

CITY OF GRANT

Mailing Address: P.O. Box 577
 Willernie, Minnesota 55090
 Town Hall: 111 Wildwood Road
 Phone: (651) 426-3383 Fax: (651) 429-1998
 E-mail: cityclrk@visl.com

Receipt No.

ESCROW: 3,000.00

FEE: 400.00

Pol 10/15/12 Check # 2040

Makes checks payable to City of Grant.

Street Location of Property: 8255 75th Street North
 Legal Description of Property: Attached

Parcel Identification Number (PIN): 28.030.21.42.0003, 28.030.21.34.0001, 28.030.21.31.0003, 28.030.21.31.0002

Fee Owner: Name: Christine Flug Phone: 612-386-0872
 Address: 8324 60th Street North
 City: Stillwater State: MN Zip: 55082

Applicant (if other than owner): Name: Christine + Jessica Flug Phone: 612-600-1544
 Address: 8255 75th Street North
 City: Stillwater State: MN Zip: 55082

Type of Request: Conditional Use Permit (CUP)
 Subdivision, Major (> 2 lots)
 Subdivision, Minor (2 lots)
 Rezoning
 Comprehensive Plan Amendment
 Variance
 EIS or EAW
 PUD
 Other: _____

Description of Request (be as specific as possible, attach additional sheet if necessary): Attached

Present Zoning Classification: A-2 Total Acres: 164.97
 Is there contiguous property under the same ownership? Yes
 Proof of Ownership: _____ Deed _____ Title Opinion Attorney Letter _____ Abstract _____
 Existing Use of the Property: horse boarding
 Proposed Use of the Property: horse boarding
 Has a request for Rezoning, Variance or Special Use Permit on the subject site or any part thereof been previously sought?
Not to our knowledge When? _____

All requests for planning action must be accompanied by a completed Checklist Form and appropriate notations of compliance. Applicant understands that all fees incurred resulting from the review of this request will be the responsibility of the undersigned. This application will not be considered until all fees and escrow amounts are paid in full.

Signature of Applicant: Jessica Flug Date: 9/17/12

For City Use Only: Date Filed: _____
 Fee and Escrow Amounts Paid In Full: Yes OR No Total Amount: (See Above) _____
 Accepted as Complete on: _____ Received By: _____
 60 Day Deadline: _____ Last City Council meeting date before the 60 day deadline: _____
 Approved Denied by the Planning Commission on _____
 Approved Denied by the City Council on _____

Extension of Time Deadlines: You are hereby notified that this application is not complete until reviewed by the City Planner, City Engineer and City Attorney. The City Planner, City Engineer or City Attorney will notify you within 10 days if your application is complete. The City of Grant may extend the time deadlines pursuant to M.S. Section 15.99 with respect to the written request you have made to the City. The extension may be made for an additional sixty (60) days. In the event the City deems an extension is necessary it will advise you in writing as to why it extended the deadline, as well as, provide you with a date when the City will complete its deliberation on your application.

References: In signing this application, I hereby acknowledge that it is the applicant's responsibility to know the requirements of the City code. References for sale from the City Clerk include Grant's Comprehensive Plan, Zoning Ordinance, Subdivision Ordinance, and other ordinances. The Shoreland Management, Mining, and Floodplain ordinances, Individual Sewage Treatment System Regulations manual and aerial photos may be obtained from Washington County offices in Stillwater. Most ordinances are posted on the City website, although only copies from the City/County offices should be considered official.

Acceptance: I understand that this application shall not be accepted by the City until all information and copies as required by Ordinance or Resolution of the City Council have been provided to the City Clerk and fees are paid. The fact that the City Clerk accepts an application does not imply that it is accurate or complete. That determination is only made after a thorough review by the City Planner, City Engineer and others as defined by Ordinance.

Financial: Fees include an application fee and administration fee as adopted by Resolution of the City Council, and a deposit to be specified by the City Clerk for the purpose of paying all processing expenses incurred by the City in this matter. If expenses are greater than the initial deposit, further funds must be deposited by the applicant or the process stops and a delay may result.

I understand that I am responsible for, and hereby agree to pay all expenses, incurred by the City, with regard to this Application. This will include administrative costs, planning, engineering and legal fees, and other professional consultant fees that the City may incur. These expenses shall be paid by me, the Applicant, before any City approval is given. I agree that the City may withhold the issuance of any permits or licenses which I seek (including Building Permits) if I am delinquent in the payment of any City costs or fees.

I further understand that the deposit or escrow amount collected for the payment of expenses may be held for a period of up to one year from the date of application, or in the case of a minor or major subdivision, until the project has been completed and all necessary disbursements are made to the satisfaction of the City.

Site Visits: The undersigned hereby consents that the City of Grant officials, employees, appointed commissioners and consultants hired by the City may enter the property to inspect the layout of structures, proposed placement of planned structures and additions, and the property's site features and dimensions.

Property Owner Applicant (if not property Owner)

The following documents were supplied to the applicant:

_____ Timelines Resolution

_____ Fee Schedule

_____ Minor Subdivision Guideline

_____ Conditional Use Permit Guideline

_____ Calendar of Meetings

_____ Major Subdivision Guideline

_____ Variance Application Guideline

_____ Other: _____

This is an application for horse boarding on the property consisting of 164 acres on

PIDs

28.030.21.42.0003
28.030.21.34.0001
28.030.21.31.0003
28.030.21.31.0002
33.030.21.21.0002

The property has been previously approved and used for horse boarding by John and Jean Kokhler and then Paul Bruggamen. As the current owner of the property, I would like to board up to 75 horses on pasture and 20 horses in paddock/box stalls. All feed and manure for paddock horses will be provided from offsite and removed off site. Based on the requirements of ordinance 32 section 32-328, the property will comply by the following:

- 1) All paddock areas will be scrapped and the manure removed from the property on a minimum of an annual basis to a location that has the ability to properly utilize it as compost. No manure will be piled within 100 feet of a wetland. There are no streams or other moving water in the property
- 2) No drainage from a paddock area will be allowed to go into a wetland or to create ground water contamination.
- 3) No lighting currently violates section 32-321 or will be installed that would violate section 32-432
- 4) The property shall have operating hours of 7:00 am to 11:00 pm and shall comply with section 32-332 regarding noise. There will be no on-street parking. The property entrance is on a county road that is a main thoroughfare so there is no discernible impact to neighbors
- 5) Horse shows and training exhibitions would be allowed that do not violate the noise, lighting, parking, or hours of operation conditions.
- 6) Fencing will be compliant with normal fencing for horse containment and all setbacks requirements for buildings shall be maintained.

Stewart Title Guaranty Company
Issued by its Agent, Land Title, Inc.
2200 West County Road C, Suite 2205 Roseville, MN 55113

COMMITMENT

SCHEDULE A

Commitment No. 339145

6th Supplemental
Case No. 339145

EXHIBIT A

Parcel A:

That part of the West half of the Southeast Quarter of Section 28, Township 30, Range 21, Washington County, Minnesota, according to the government survey thereof; described as follows: Beginning at the intersection of the West line of said West half of the Southeast Quarter and the South line of Washington County Right of Way Plat No. 19; thence North 88 degrees 31 minutes 17 seconds East, on a bearing based on the Washington County coordinate system, South zone, along said South plat line a distance of 169.11 feet; thence South 1 degree 28 minutes 43 seconds East along said plat line a distance of 35.00 feet; thence North 88 degrees 31 minutes 17 seconds East along said plat line a distance of 100.00 feet; thence North 1 degree 28 minutes 43 seconds West along said plat line a distance of 35.00 feet; thence North 88 degrees 31 minutes 17 seconds East along said plat line a distance of 276.71 feet to a point on a line parallel with and 545.80 feet West of the West line of said West half of the Southeast Quarter, as measured along the North line of said West half of the Southeast Quarter, thence South 0 degrees 00 minutes 37 seconds West along said parallel line a distance of 188.32 feet; thence North 88 degrees 36 minutes 30 seconds East and parallel with the North line of said West half of the Southeast Quarter a distance of 175.00 feet; thence South 00 degrees 00 minutes 37 seconds West a distance of 60.00 feet; thence South 51 degrees 41 minutes 18 seconds East a distance of 489.02 feet to the Westerly right-of-way line of the Soo Line Railroad, as the same is now located, thence Southwesterly along said Westerly right-of-way line to the South line of said West half of the Southeast Quarter; thence South 88 degrees 36 minutes 02 seconds West along said South line a distance of 39.53 feet to the Southwest corner of said West half of the Southeast Quarter; thence North 0 degrees 00 minutes 37 seconds East along the West line of said West half of the Southeast Quarter a distance of 2573.45 feet to the point of beginning.

AND

Parcel B:

All that part of the Northeast Quarter of the Northwest Quarter (NE 1/4 of NW 1/4) and all that part of the Northwest Quarter of the Northeast Quarter (NW 1/4 of NE 1/4) of Section Thirty-three (33), in Township Thirty (30) North, of Range Twenty-one (21) West, Grant Township, Washington County, Minnesota, lying Westerly of the Northwesterly R/W of the Minneapolis, St. Paul and Sault St. Marie Railroad.

AND

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule A consists of 4 page(s)

Stewart Title Guaranty Company
Issued by its Agent, Land Title, Inc.
2200 West County Road C, Suite 2205 Roseville, MN 55113

COMMITMENT

SCHEDULE A

Commitment No. 339145

6th Supplemental
Case No. 339145

Parcel C:

That part of the Southwest Quarter of Section 28, Township 30, Range 21, Washington County, Minnesota described as follows: Beginning at the intersection of the West line of the East 1/2 of the West 1/2 of said Southwest 1/4 and the North line of the South 1705.07 feet of said Southwest 1/4; thence South 0° 18' 28" East along said West line a distance of 296.30 feet; thence North 88° 38' 54" East a distance of 1175.23 feet; thence North 19° 35' 52" West to the center line of County State Aid Highway No. 12; thence Westerly along said center line to the center line of a Minnesota Pipe Line Company easement as now laid out across said Southwest 1/4; thence Southerly along the center line of said easement to the North line of the South 1705.07 feet of said Southwest 1/4; thence West to the point of beginning.

AND

Parcel D:

East 1/2 of the Southwest 1/4 of Section 28, Township 30 Range 21 in Washington County, Minnesota.

Also that part of the East 1/2 of the West 1/2 of the Southwest 1/4 of Section 28 lying South of the center line of County State Aid Highway No. 12 as now laid out and traveled except the South 980.38 feet of said East 1/2 of the West 1/2 of the Southwest 1/4 and except that part lying Westerly of the center line of a Minnesota Pipe Line Company Easement as now laid out across the Southwest 1/4 of said Section 28 and lying Northerly of the South 1705.07 feet of said East 1/2 of the West 1/2 of the Southwest 1/4 as measured along the West line thereof. Subject to the right of way of County State Aid Highway No. 12 as now laid out and traveled along the North line of said Southwest 1/4 and subject to a 66 foot wide easement to Minnesota Pipe Line Company as now laid out across said Southwest 1/4.

EXCEPT

That part of the Southwest Quarter of Section 28, Township 30, Range 21, Washington County, Minnesota described as follows: Beginning at the intersection of the West line of the East 1/2 of the West 1/2 of said Southwest 1/4 and the North line of the South 1705.07 feet of said Southwest 1/4; thence South 0° 18' 28" East along said West line a distance of 296.30 feet; thence North 88° 38' 54" East a distance of 1175.23 feet; thence North 19° 35' 52" West to the center line of County State Aid Highway No. 12; thence Westerly along said center line to the center line of a Minnesota Pipe Line Company easement as now laid out across said Southwest 1/4; thence Southerly along the center line of said easement to the North line of the South 1705.07 feet of said Southwest 1/4; thence West to the point of beginning.

AND EXCEPT

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule A consists of 4 page(s)

Stewart Title Guaranty Company
Issued by its Agent, Land Title, Inc.
2200 West County Road C, Suite 2205 Roseville, MN 55113

COMMITMENT

SCHEDULE A

Commitment No. 339145

6th Supplemental
Case No. 339145

The East 600 feet and the South 980.38 feet of said East 1/2 of the Southwest 1/4.

AND

Parcel E:

The East 600.00 feet of the Southwest 1/4; thence South 980.38 feet of the East 1/2 of the Southwest 1/4 lying West of the East 600.00 feet thereof and the South 980.38 feet of the East 1/2 of the West 1/2 of the Southwest 1/4 all in Section 28, Township 30, Range 21, Washington County, Minnesota.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule A consists of 4 page(s)



CONDITIONAL USE PERMIT (CUP) APPLICATION CHECKLIST

CITY OF GRANT

Mailing Address: P.O. Box 577
Willernie, Minnesota 55090
Town Hall: 111 Wildwood Road
Phone: (651) 426-3383 Fax: (651) 429-1998
E-mail: cityclrk@visi.com

Receipt No.

ESCROW: _____

FEE: _____

Makes checks payable to City of Grant.

GENERAL REQUIREMENTS:

1. Application Form
 2. Fees
 3. Escrow
 4. Complete legal description
 5. A description of the request (either on the application form or in a letter)
 6. Public Hearing mailing list of property owners within 1,250 feet of the property boundaries. Contact Washington County Surveyor's Office: (651) 430-6875.
 7. Site Plan
 - 4 plan sets, 22" x 34"
 - 15 plan sets, 11" x 17"
- Plan Sheet Requirements:
- Title block
 - Name, address, phone number for owner, developer, surveyor, engineer
 - Date of preparation and revision dates
 - North Arrow
 - Graphic scale not less than 1:100

INCLUDED IN SUBMITTAL

- | | |
|---|-----------------------------|
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |

SITE PLAN REQUIREMENTS

EXISTING AND PROPOSED:

1. Site plans drawn to scale showing property lines and dimensions
2. Area in acres and square feet
3. Setbacks
4. Buildable area
5. Location of all buildings and their size and dimensions, including square footage.
6. Vegetation, landscaping, and screening plans including species and size of trees and shrubs proposed.
7. Wetland delineation
8. Topographic contours at 2-foot intervals, bluff line (if applicable)
9. Waterbodies, Ordinary High Water Level and 100 year flood elevation
10. Curb cuts, driveways, access roads, parking spaces, off-street loading areas, and sidewalks
11. Finished grading and drainage plan sufficient to drain and dispose of all surface water accumulated.
12. Type of business or activity and proposed number of employees. *- up to 5*

INCLUDED IN SUBMITTAL

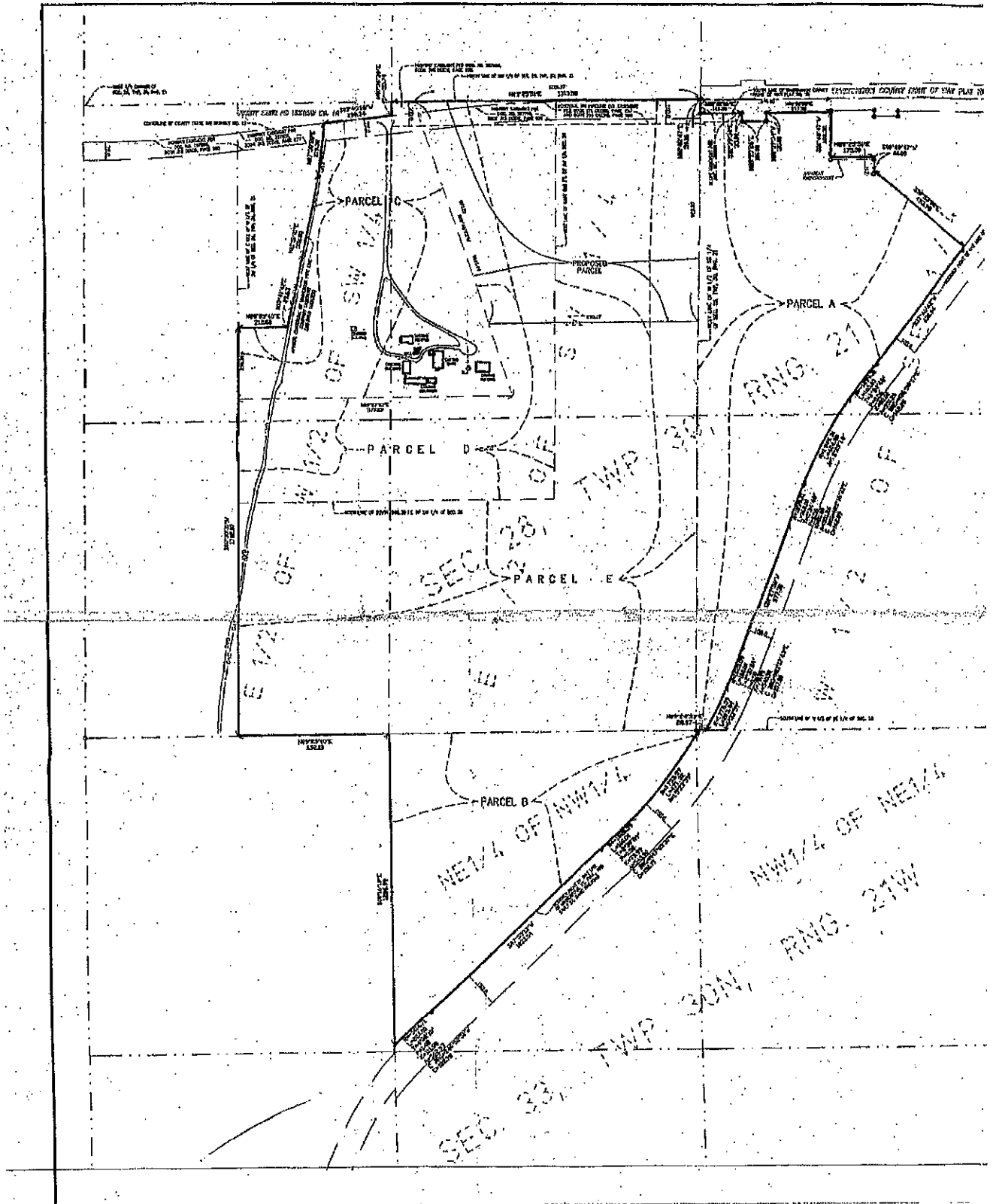
- | | | |
|---|-----------------------------|---|
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | <input type="checkbox"/> N/A |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | <input type="checkbox"/> N/A |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | <input type="checkbox"/> N/A |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | <input checked="" type="checkbox"/> N/A |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | <input type="checkbox"/> N/A |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | <input checked="" type="checkbox"/> N/A |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | <input checked="" type="checkbox"/> N/A |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | <input checked="" type="checkbox"/> N/A |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | <input checked="" type="checkbox"/> N/A |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | <input type="checkbox"/> N/A |

**CONDITIONAL USE PERMIT (CUP)
APPLICATION CHECKLIST**
City of Grant, Minnesota

Date Received: _____

-
- | | | | | |
|-----|--|---|-----------------------------|---|
| 13. | Proposed floor plan and elevations of any building with use indicated. | <input type="checkbox"/> YES | <input type="checkbox"/> NO | <input checked="" type="checkbox"/> N/A |
| 14. | Sanitary sewer and water plan with estimated flow rates. | <input type="checkbox"/> YES | <input type="checkbox"/> NO | <input checked="" type="checkbox"/> N/A |
| 15. | Soil type and soil limitations for the intended use. If severe soil limitations for the intended use are noted, a plan or statement indicating the soil conservation practice or practices to be used to overcome said limitation shall be made part of the application. | <input type="checkbox"/> YES | <input type="checkbox"/> NO | <input type="checkbox"/> N/A |
| 16. | A location map showing the general location of the proposed use within the community. | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | <input type="checkbox"/> N/A |
| 17. | A map showing all principal land use within twelve hundred fifty (1,250) feet of the parcel for which the application is being made. | <input type="checkbox"/> YES | <input type="checkbox"/> NO | <input type="checkbox"/> N/A |
| 18. | Location of wells and septic systems on adjacent properties. | <input type="checkbox"/> YES | <input type="checkbox"/> NO | <input checked="" type="checkbox"/> N/A |
| 19. | Additional information relevant to the request | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | <input type="checkbox"/> N/A |

not possible



CADASTRAL PARCELS:

That part of the north 92255 feet of the East Half of the Southwest Quarter of Section 28, Township 30, Range 21, Washington County, Minnesota lying easterly of the following described line:

Commencing at the southwest corner of the East Half of the West Half of the Southwest Quarter of Section 28, Township 30, Range 21, Washington County, Minnesota; thence North 9 degrees 00 minutes 31 seconds East, assumed bearing, a distance of 1405.77 feet along the east line of said East Half of the West Half of the Southwest Quarter; thence North 89 degrees 27 minutes 03 seconds East a distance of 1175.03 feet to the point of beginning of the line to be described; thence North 18 degrees 46 minutes 53 seconds West a distance of 1808.78 feet to the north line of said Southwest Quarter and said line there terminating.

GENERAL NOTES:

1. Bearing and zone 1983 NAD
2. Undergroup to NS 2160 cm
3. This survey conducted to



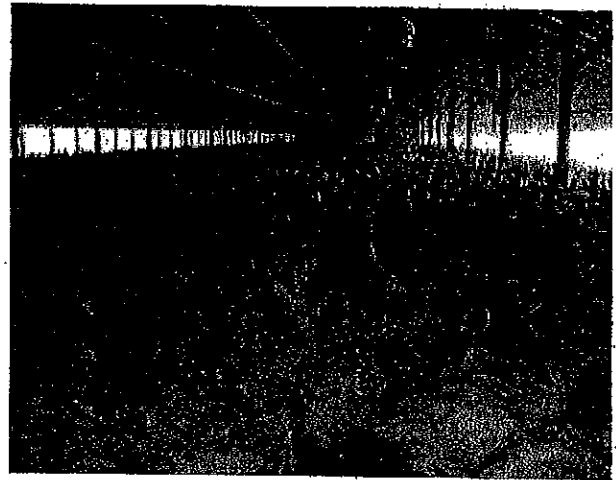
**Minnesota
Pollution
Control
Agency**

Feedlot Registration

Water Quality/Feedlots 4.01 • Updated August 2009

Minnesota law requires most feedlots owners to register their feedlot with the Minnesota Pollution Control Agency (MPCA). Owners meet feedlot registration requirements by filling out a form that is provided by the MPCA. Owners that have applied for a permit are automatically registered.

Feedlot owners are required to update their registration information in every four-year interval after the initial registration deadline of January 1, 2002. The MPCA notifies owners 90 days prior to the re-registration deadline



that it takes to exceed 10 animal units or 50 animals units:

MPCA Area Offices:

- Rochester:**
507/285-7343
- Mankato:**
507/389-5977
- Marshall:**
507/537-7146
- Willmar:**
320/214-3786
- Detroit Lakes:**
218/847-1519
- Brainerd:**
218/828-2492
- Duluth:**
218/723-4660
- Metro:**
651/296-6300
- Toll-Free Number:**
800/657-3864

Am I required to register?

The location and number of animals at the site determines whether or not a feedlot must register. Owners of the following operations must register:

1. Feedlots located in shoreland, and that maintain 10 animal units or more.
2. Feedlots located outside of shoreland, and that maintain 50 animal units or more.

Shoreland. Shoreland, in most instances, refers to land that is 1,000 feet or less from a lake or 300 feet or less from a river or stream. In rare instances, land near large ponds, wetlands or ditches is classified as shoreland.

Animal unit. An animal unit is a term used to compare the differences in the production of animal manure. The table below shows the typical number of animals

Animal units	Dairy Cows	Beef Cows	Feeder Pigs
10	8	10	30
50	40	50	150

Owners that have closed their feedlots are not required to register. The MPCA defines a closed feedlot as a feedlot that has not had animals for the past five years.

Pastures

Livestock operations that are only pastures do not need to be registered. The definition of pastures in Minnesota Rule 7020 states that pastures are areas where grass or other growing plants are used for grazing and where the concentration of animals is such that a vegetation cover is maintained during the growing season except in the immediate vicinity of temporary supplemental feeding or watering devices.

wq-f4-01



**Minnesota
Pollution
Control
Agency**

Regional
Division

Feedlot Program

Construction Short-Form Permit

Water Quality/Feedlots #3.03 February 2001, Revised December 2005

The Construction Short-Form permit covers owners and operators of animal feedlots and manure storage areas having a capacity of 300 to 999 animals who are constructing or expanding their facility.

Do I Need a Construction Short-Form Permit?

To determine if a Construction Short-Form permit is appropriate for your facility, ask yourself the following four questions:

1. Do you intend to construct or expand a feedlot or manure storage area that is between 300 and 999 animal units?
2. Will the feedlot or manure storage area be constructed and operated in accordance with the technical standards in Minn. Rule chapter 7020.2000 to 7020.2225?
3. Yes or no: the existing facility does **not** presently have a "pollution hazard"?
4. Yes or no: the capacity of the proposed facility will not meet or exceed the Large Concentrated Animal Feeding Operation threshold? (For information about this threshold see the factsheet "NPDES/SDS Feedlot Permits: Frequently Asked Questions" available on MPCA website.)

If you can answer "yes" to all four of the above questions, then the Construction Short-Form permit is appropriate for your situation.

Only construction that is in accordance with the technical standards of the feedlot rules, Minn. R. chap. 7020.2000 to

7020.2225, is covered under this permit. Owners who propose to construct or operate a facility in a method other than that described in the technical standards must apply for and obtain a State Disposal System (SDS) permit.

Sites under 300 animal units that are constructing or expanding and do not have a pollution hazard, do not need to apply for a permit, but do need to comply with the technical standards in the rule.

Duration of the Permit

Construction Short-Form permits expire after 24 months but may be extended for one 24-month period if construction has not been completed. This extension is to be requested at least 90 days prior to the expiration date of the permit.

For More Information

The content of the permit application is described under Minn. R. chap. 7020.0505 subp. 4. For a copy of the feedlot rule, contact the MPCA at 651-296-6300, 800-657-3864 or download it from the MPCA website:

<http://www.pca.state.mn.us/hot/feedlot-forms.html>.

Or, for more information call your area office listed on this fact sheet and ask for the feedlot staff person, or call your county feedlot officer.

MPCA Area Offices:

Rochester area:

507/286-7343

Mankato area:

507/389-5977

Marshall area:

507/537-7146

Willmar area:

320/214-3786

Detroit Lakes area:

218/847-1519

Brainerd area:

218/828-2492

Duluth area:

218/723-4660

Metro area:

651/296-6300

Toll-Free Number:

800/657-3864

Feedlot Service Center:

877/333-3508

Minnesota Pollution Control Agency, 520 Lafayette Road North, St. Paul, Minnesota 55155-4194

(612) 296-6300, toll-free (800) 657-3864, TDD (612) 282-5332

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**Minnesota
Pollution
Control
Agency**

Feedlot
Program

Feedlot Rule
Summary

Under 300 Animal Units: Construction and Expansion

February 2001

Contents

Permits
Construction notification
Technical requirements
Siting restrictions

See fact sheet,
**Under 300 Animal Units:
Operation and Management**
for information about
registration, manure
application, pastures,
stockpiles and other
operational issues.

MPCA Area Offices:

Rochester area:
507/285-7343
Mankato area:
507/389-5977
Marshall area:
507/537-7148
Willmar area:
320/214-3788
Detroit Lakes area:
218/847-1519
Brainerd area:
218/828-2492
Duluth area:
218/723-4860
Metro area:
651/296-6300
Toll-Free Number:
800/657-3864
Feedlot Service Center:
877/333-3508

This fact sheet is intended to provide producers with the basic information they need to comply with the revised state feedlot regulations when constructing or expanding a feedlot. See MN Rule Chapter 7020 or referenced rules for specific information. Please keep in mind that where local ordinances are more restrictive than state laws, the local ordinance must also be followed. Please contact your local county feedlot officer or planning and zoning department.

Permits

No state feedlot permit is needed for construction, however, owners must comply with all technical standards for location, designs, construction and operation. Local permits and notifications may be required.

A State Disposal System (SDS) permit is needed for proposed construction that is different than technical standards under Chapter 7020.

Construction Notifications

The local zoning authority must be notified of all construction activities at least 30 days prior to construction.

Owners are required to notify the MPCA or delegated county at least three days prior to commencement of construction and within three days of completion of

construction. Construction notifications must be sent to MPCA or delegated county.

Liquid Manure Storage Structures

Standards for constructing liquid manure storage structures include:

- Seepage limits for various liner types
- Plans and specifications designed by an engineer
- Construction inspections
- Notifications and reports
- Location restrictions
- Separation to bedrock restrictions

A professional engineer or NRCS staff must prepare and sign plans and specifications (except concrete-lined structures having a capacity of less than 20,000 gallons).

Location Restrictions

New feedlots *cannot* be located:

- In shoreland
 - Within 300 feet of a river or stream
 - Within 1,000 feet of a lake, pond or flowage
- In a 100-year floodplain
- Within 300 feet of a sinkhole
- Within 100 feet of a private well





Memorandum

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

From: *Breanne Rothstein, Planner
WSB & Associates, Inc.*

Date: *November 26, 2012*

Re: *November Staff Report - Planning*

A. Code Enforcement Actions Update

Staff is currently pursuing a zoning code violation at Harmony Horse Farm for the occupancy of an accessory structure.

A letter of violation has been sent, and the property owner did call the City Clerk to discuss the matter. However, no action has taken place, and the deadline for removal of the accessory units has passed. At their November meeting, Council directed staff to bring back more information regarding the allowable uses and what is currently happening on the property. Staff is currently in the process of working with the Administrator/Clerk, City Attorney, and Building Official to determine appropriate next steps.

B. Planning Commission Items

Staff will be presenting two land use action items at the City Council meeting.

If you have any questions, please contact me at 763-231-4863.

ECKBERG LAMMERS
MEMORANDUM

TO: Honorable Mayor and City Council Members

FROM: Nicholas J. Vivian, City Attorney

DATE: November 27, 2012

RE: Staff Report for December City Council Meeting

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

Cable and Internet Services Available to Cable Commissioners

In November, I spoke with Attorney Michael Bradley, counsel for the Ramsey/Washington County Suburban Cable Communications Commission. Attorney Bradley contacted me for the purpose of outlining his position on cable and internet services provided to Commissioners and Commissioner-Alternates. Attorney Bradley explained that the Commission pays Comcast through a bulk contract to provide certain cable and internet services to all Commissioners and Commissioner-Alternates under the Commission's bulk contract. The purpose for providing these services is to assure that every Commissioner/Alternate is able to receive subscriber services regardless of their ability to pay for such service and to better discharge their responsibilities as a Commissioner/Alternate. He explained that full, informed and knowledgeable participation is a requirement of the job, and receiving cable and internet service helps in that regard. Providing the services allows the Commissioners/Alternates to be informed about services and issues affecting subscribers and the entire community and to administer and enforce the member cities' franchises in the most effective and efficient manner possible, which benefits the community as a whole. Attorney Bradley has acted as counsel to the Commission since the late 1990's and these services were provided to Commissioners / Alternates prior to his representation of the Commission.

Bill David - Clarification

My September 2012 Staff Report inadvertently identified Planning Commission Member Bill David under the heading "Mahtomedi School Matters". The paragraph following the subject heading indicated that after speaking with Mayor Carr and Councilmember Bohnen, it was determined that a performance evaluation would be scheduled for three Commissioners including Mr. David. As stated verbally at the September and November City Council meetings, Mr. David's name was inadvertently included in this section of the Staff Report. While I did speak with Mayor Carr and Councilmember Bohnen regarding a performance evaluation for Mr.

David, the evaluation was the result of concerns regarding interactions involving the City Clerk. Mr. David was not involved with any issue regarding the Mahtomedi School District and his performance review did not raise any issue related to the District. My Memorandum to the City Council dated August 28, 2012 clearly sets forth the basis for Mr. David's performance evaluation. The reference to Mr. David under the particular subject heading was purely inadvertent.

2012 Election Recount

On Thursday, November 15, I participated in a recount of the ballots cast in the 2012 election for City Council. My attendance was required by law. After a recount of the absentee ballots confirmed the initial tally, candidate Loren Sederstrom withdrew his request and consented to the tally as reported on election night.

Axdahl / Jacobs Development Agreement

In October, the Council discussed an extension for allowing the Axdahls to complete construction of the public roadway associated with the Axdahl Jacobs Plat approved in December of 2011. Since the Council meeting, it has been determined that the Axdahls filed for Chapter 12 bankruptcy protection on October 31, 2012. The City is not named as a creditor in the bankruptcy filing. I have contacted the Axdahls' bankruptcy attorney to determine how he intends to proceed with respect to the Development Agreement. The Performance and Payment Bond supplied by the Axdahls to the City indicates that the City has one year following the date on which MJ Raleigh Truckin, Inc. ceases work on the contract with the City. Because work has not yet commenced on the Development Agreement, the Performance and Payment Bond remains effective and available to the City. The Bond carries a face value of \$48,000.00.

Zoning Matters

During the month of November, we conferred with the City Planner on zoning matters including two applications for conditional use permits and one zoning violation. To the extent Council action is required, the matters will be presented to the City Council for formal consideration.

Please call with any comments or questions.

City Council Report for November 2102

To: Honorable Mayor & City Council Members

From: Jack Kramer Building Official

Zoning Enforcement:

No new violations noted to date...

Building Permit Activity:

a. (12) Twelve building permits were issued for this time period with a total valuation of \$ 185,600.00.

Respectfully submitted,



Jack Kramer

Building Official

Grant Master Form

Permit	Permit Type	Name	Project Address	Date Issued	Valuation:	City Fee:	75% Plan CK Fe	Surcharge	Paid
2012-155	HVAC Permit	Carlson	9300-96th. St. N.	10/20/2012	\$ -	\$ 80.00	\$ 60.00	\$ 5.00	
2012-156	Re-Siding	Harlow	10077-101 st. N.	10/25/2012	\$ 19,400.00	\$ 321.25	\$ 240.93	\$ 9.70	
2012-157	HVAC Permit	Maht. Schd	8000-75th. St. N.	10/31/2012	\$ -	\$ 80.00	\$ 60.00	\$ 5.00	
2012-158	Re-Roof	Johnson	8196 - 89th. St. N.	10/31/2012	\$ 4,800.00	\$ 111.25	\$ 83.43	\$ 2.40	
2012-159	HVAC Permit	Fredrickso	9190 Knowlwood Dr.	11/1/2012	\$ -	\$ 80.00	\$ 60.00	\$ 5.00	
2012-160	HVAC Permit	Lerister	10300 Kism, et Ln.	11/3/2012	\$ -	\$ 80.00	\$ 60.00	\$ 5.00	
2012-161	Remodeling	Ruthiewicz	8237 -80th. St. N.	11/5/2012	\$ 133,400.00	\$ 1,184.15	\$ 888.11	\$ 66.70	
2012-162	HVAC Permit	Crow	9191 Justen Trl. N.	11/7/2012	\$ -	\$ 80.00	\$ 60.00	\$ 5.00	
2012-163	Plumbing	Olson	8015 -80th. St. N.	11/8/2012	\$ -	\$ 80.00	\$ 60.00	\$ 5.00	
2012-164	HVAC Permit	Brown	11745 Irish Ave. N.	11/10/2012	\$ -	\$ 80.00	\$ 60.00	\$ 5.00	
2012-165	Cell Tower	Global Sigi	8930 60th. St. N.	11/12/2012	\$ 18,000.00	\$ 293.25	\$ 219.93	\$ 9.00	
2012-166	Re-Roof	Flug	8255 -75th. St. N.	11/13/2012	\$ 10,000.00	\$ 181.25	\$ 139.93	\$ 5.00	
Monthly total					\$ 185,600.00	\$ 2,651.15	\$ 1,992.33	\$ 190.61	\$ 127.80

City of Grant
Canvas of Election
November 9, 2012

A special meeting of the Grant City Council will be called to order at 9:00 a.m. on Friday, November 9, 2012 in the Grant City Office at 111 Wildwood road in Willernie for the purpose of conducting the business hereafter listed, and all accepted additions thereto,

1. CALL TO ORDER

The meeting was called to order at 9:10 am, Council Members in attendance were Council Member Fogelson, Bohnen and Mayor Carr.

2. PLEDGE OF ALLEGIANCE

3. CANVAS OF ELECTION

Council Member Fogelson moved to certify the election results as presented, Council Member Bohnen seconded the motion. Motion carried unanimously,

4. ADJOURNMENT

Council Member Fogelson moved to adjourn at 9:12 am. Council Member Bohnen seconded the motion, Motion carried unanimously.

City of Grant
2013 Preliminary Budget Discussion
8/6/2012

	2010 Actual	2011 Actual	2012		2012 Budget	July 31 YTD	2012 Budget	\$ Over Budget	20012		2013 Prelim budget	% of 2012 budget
			Estimate 8/6	Estimate 8/6								
Income												
301-000 - TAXES												
301-100 - General Tax Levy	843,787.00	868,789.00	477,886.88	908,003.00	-430,016.42	908,003.00	908,003.00	0.00	908,003.00	894,878.00	102.9%	
303-100 - Franchise Tax - Cable	12,486.28	14,054.19	15,196.09	12,000.00	3,196.08	15,196.09	15,196.09	0.00	15,196.09	16,000.00	133.3%	
303-160 - Cable subsidy reimbursement	7,566.75	2,124.27	1,876.75	1,300.00	-221.25	1,300.00	1,300.00	0.00	1,300.00	2,000.00	153.8%	
303-200 - Franchise Tax - Utilities	54,152.32	55,261.90	13,837.26	54,000.00	-40,162.74	54,000.00	54,000.00	0.00	54,000.00	55,260.00	102.3%	
334-400 - Non Levy Mobile Home	53.86	54.53	0.00	50.00	-50.00	50.00	50.00	0.00	50.00	50.00	100.0%	
Total 301-000 - TAXES	919,046.21	940,253.94	508,100.88	978,353.00	-467,252.32	978,353.00	978,353.00	0.00	978,353.00	1,007,598.00	103.3%	
304-001 - LICENSES AND PERMITS												
304-000 - Liquor Licenses	8,600.00	13,500.00	11,200.00	11,200.00	0.00	11,200.00	11,200.00	0.00	11,200.00	11,200.00	100.0%	
305-000 - Other Licenses/Permits/Fees	2,395.10	1,760.00	916.34	2,000.00	-1,083.66	2,000.00	2,000.00	0.00	2,000.00	2,000.00	100.0%	
306-000 - Utility Permits	42.00	826.00	129.50	500.00	-370.50	250.00	500.00	250.00	500.00	500.00	100.0%	
306-000 - Permits-Building	49,941.00	65,453.07	51,713.19	55,000.00	-3,286.81	65,000.00	65,000.00	0.00	65,000.00	60,000.00	90.9%	
306-010 - Permits-Heating	5,730.49	4,355.00	1,815.00	5,500.00	-3,685.00	5,500.00	5,500.00	0.00	5,500.00	5,000.00	90.9%	
306-020 - Permits-Plumbing	1,582.50	1,539.50	936.50	1,000.00	-89.50	1,000.00	1,000.00	0.00	1,000.00	1,000.00	100.0%	
306-045 - Permits - Variance	400.00	1,900.00	0.00	800.00	-800.00	0.00	0.00	0.00	800.00	800.00	100.0%	
306-048 - Permits-CLP	900.00	5,950.00	300.00	900.00	-600.00	900.00	900.00	0.00	900.00	900.00	100.0%	
306-055 - Grading Permit												
306-060 - Animal Control Fees	1,200.00	820.00	0.00	600.00	-600.00	0.00	0.00	0.00	600.00	900.00	100.0%	
307-000 - Subdivision-Adm Fee												
308-001 Other		125.05		600.00	-600.00	0.00	0.00	0.00	600.00	600.00	100.0%	
Total 304-001 - LICENSES AND PERMITS	68,741.08	95,897.82	67,204.55	78,300.00	-11,095.47	86,560.00	86,560.00	0.00	86,560.00	72,800.00	93.0%	
334-000 - INTERGOVERNMENTAL REVENUE												
334-201 - Ag Preserve	56.98		0.00	60.00	-60.00	0.00	0.00	0.00	0.00	30,587.00	100.0%	
334-300 - Fiscal Disparity-City	29,604.09	31,450.00	20,016.62	30,567.00	-10,550.38	31,000.00	31,000.00	0.00	31,000.00	30,587.00	100.0%	
334-600 - PERM Rate Increase	77.50	77.50	0.00	77.00	-77.00	0.00	0.00	0.00	0.00	0.00	123.1%	
334-700 - Recycling Grant Washington Cty	7,962.00	7,962.00	7,962.00	6,500.00	-1,462.00	7,962.00	7,962.00	0.00	7,962.00	8,000.00	103.7%	
Total 334-000 - INTERGOVERNMENTAL REVENUE	37,700.57	39,489.50	27,978.62	37,204.00	-3,225.38	39,562.00	39,562.00	0.00	39,562.00	38,587.00	103.7%	
389-000 - MISCELLANEOUS												
384-600 - Assessment Searches	120.00	20.00	0.00	100.00	-100.00	0.00	120.00	120.00	120.00	120.00	115.4%	
381-000 - Fines and Fees-County	13,547.46	15,833.71	6,063.63	13,000.00	-6,936.17	13,000.00	13,000.00	0.00	13,000.00	15,000.00	100.0%	
381-100 - Penalties		134.59	1,218.26	21,750.00	-21,112.30	21,750.00	21,750.00	0.00	21,750.00	21,750.00	100.0%	
389-150 - Other	21,748.81	21,126.82	637.70	0.00	0.10	0.00	0.00	0.00	0.00	1,000.00	100.0%	
389-300 - Returns and Reimbursements	5,726.54	18,000.00	0.00	1,000.00	-1,000.00	0.00	0.00	0.00	0.00	1,000.00	100.0%	
389-999 - Proceed - Sale of Capital Asset		50,000.00		1,000.00			1,000.00		1,000.00	1,000.00	100.0%	
389-000 - Interest Income	1,205.62	551.00	51.81	1,000.00	-946.19	1,000.00	1,000.00	0.00	1,000.00	1,000.00	100.0%	
2010 other things	10,848.00											
Total 389-000 - MISCELLANEOUS	53,156.43	131,904.82	7,989.70	36,860.00	-28,880.30	36,870.00	36,870.00	0.00	36,870.00	38,870.00	105.5%	
390-001 - DEBT SERVICES												
301-700 - Special Assessments Levy	36,400.81	31,256.00	10,841.72	36,400.00	-25,758.28	20,400.00	20,400.00	0.00	20,400.00	20,400.00	56.0%	
Total 390-001 - DEBT SERVICES	36,400.81	31,256.00	10,841.72	36,400.00	-25,758.28	20,400.00	20,400.00	0.00	20,400.00	20,400.00	56.0%	
4899 - Uncategorized Income	258.93	639.00										
Total Income	1,115,341.45	1,239,282.88	621,885.25	1,164,107.60	-542,211.75	1,160,433.00	1,160,433.00	0.00	1,160,433.00	1,178,626.00	101.2%	

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Expense	2010 Actual	2011 Actual	July 31, YTD	2012 Budget	\$ Over Budget	2012 Estimate BIS	2013 Pro-form Budget	% of 2012 budget
400-000 - GENERAL GOVERNMENT								
401-001 - Mayor and Council								
401-000 - Mayor Salary	2,176.00	2,900.00	0.00	2,900.00	-2,900.00	2,900.00	2,900.00	100.0%
401-010 - Mayor-City PERA	377.00	174.00	0.00	377.00	-377.00	377.00	377.00	100.0%
401-020 - Mayor-City FICA/Medicare	221.85	221.85	0.00	222.00	-222.00	222.00	222.00	100.0%
401-030 - Election Salary (Judges)	1,903.78	9,880.00	0.00	2,000.00	-2,000.00	2,000.00	2,000.00	100.0%
403-000 - Council Salaries	9,660.00	9,660.00	0.00	9,660.00	-9,660.00	9,660.00	9,660.00	100.0%
403-001 - Council Meeting Per Diem	575.00	1,000.00	0.00	1,000.00	-1,000.00	1,000.00	1,000.00	100.0%
403-010 - Council-City PERA	739.00	739.00	0.00	672.00	-672.00	672.00	672.00	100.0%
403-020 - Council-City FICA/Medicare	263.25	784.00	0.00	784.00	-784.00	784.00	784.00	100.0%
403-030 - Council Message	16,465.86	14,684.85	0.00	250.00	-250.00	250.00	250.00	100.0%
Total 401-001 - Mayor and Council				17,966.00	-17,966.00	17,966.00	17,966.00	100.0%
402-001 - Finance								
402-000 - City Clerk Salary	42,828.04	46,141.72	28,101.27	46,200.00	-21,098.73	46,200.00	47,588.00	103.0%
402-010 - Clerk-PERA	4,390.10	3262.06	1,675.47	5,633.00	-3,756.53	5,633.00	5,801.99	103.0%
402-015 - PERA - 99-00 Clerk	1,245.23	0.00	0.00	0.00	0.00	0.00	0.00	
402-020 - Clerk-FICA/Medicare	5,524.88	4,069.00	1,979.99	5,525.00	-3,545.01	5,525.00	5,890.75	103.0%
402-040 - Clerk Miscellaneous Expense	179.27	0.00	0.00	170.00	-170.00	170.00	200.00	117.6%
406-010 - Accounting Services	4,632.00	290.00	0.00	500.00	-500.00	0.00	500.00	100.0%
408-000 - Treasurer	5,306.00	4,000.00	0.00	4,000.00	-4,000.00	4,000.00	4,000.00	100.0%
Total 402-001 - Finance	64,284.54	57,782.78	28,957.73	62,028.00	-33,070.27	61,828.00	63,778.74	102.8%
405-001 - Consultants								
Grant Writer							1,000.00	
405-000 - Audit Fees	15,395.50	17,718.25	11,500.00	11,500.00	0.00	11,500.00	11,500.00	100.0%
405-000 - Engineering Fees-General	22,464.00	24,084.38	6,214.50	22,000.00	-15,786.88	22,000.00	22,000.00	100.0%
407-100 - Legal Fees - General	22,460.00	18,595.75	9,709.16	25,000.00	-15,290.84	25,000.00	25,000.00	100.0%
407-150 - Legal Fees - Complaints	11,486.00	11,486.80	3,610.70	9,000.00	-5,389.30	9,000.00	9,000.00	100.0%
407-300 - Legal Fees - Criminal	20,250.00	25,099.69	10,181.22	16,500.00	-8,318.78	16,500.00	16,500.00	100.0%
407-600 - Other Consultant Costs		79.00						
413-100 - Assessor	24,126.78	10,884.50	10,885.00	23,000.00	-12,135.00	23,000.00	23,000.00	100.0%
Total 405-001 - Consultants	116,214.28	107,868.31	52,680.58	109,000.00	-56,919.42	109,000.00	110,600.00	100.9%
408-001 - Other Services & Charges								
408-030 - Grading Permit Expense		393.00		250.00	-250.00	250.00	250.00	100.0%
408-010 - Dry Hydrants	381.00	3,705.45	7,698.00	10,000.00	-2,302.00	7,698.00	9,800.00	90.0%
408-100 - Insurance	734.21	670.00	35.00	1,000.00	-330.00	1,000.00	470.00	47.0%
408-160 - Election Expense	3,831.00	3,758.00	35.00	4,000.00	-3,965.00	3,758.00	4,000.00	100.0%
410-120 - Dues		1,215.00	295.00	500.00	-205.00	500.00	1,000.00	200.0%
410-125 - Workshops		24,255.74	225.09	0.00	225.09	225.09	286.00	
410-200 - Assessment Expense	581.06	-11,322.00	209.25	0.00	209.28	250.00	200.00	
410-200 - Miscellaneous Expense	50.09	113.84	37.41	0.00	37.41	37.00	2,500.00	100.0%
410-295 - Historic Preservation Fund	2,892.95	2,191.59	1,287.18	2,500.00	-1,212.82	2,500.00	2,800.00	80.0%
410-299 - Other	2,323.00	1,497.12	1,057.12	2,500.00	-1,442.88	2,500.00	2,600.00	100.0%
410-301 - Publishing Costs	2,019.00	1,910.91	961.82	2,000.00	-1,038.18	2,000.00	2,000.00	100.0%
410-400 - Telephone								

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	2010		2011		2012		2013		% of 2013 budget
	Actual		Actual	July 31 YTD	Budget	\$ Over Budget	Estimate 8/6	Prelim budget	
410-411 - Postage	400.00		300.00	300.00	500.00	-200.00	500.00	500.00	100.0%
410-412 - Post Office Box Rental	100.00		100.00	100.00	100.00	0.00	100.00	100.00	100.0%
410-420 - Web Site Costs	948.66		715.61	0.00	1,000.00	-1,000.00	700.00	1,000.00	100.0%
410-500 - Office Supplies	1,171.70		524.53	330.65	1,000.00	-669.35	1,000.00	1,000.00	100.0%
470-999 - Capital Outlay Gen Gov'L	13,668.27		20,234.00						
410-501 - Office Equipment - Other			1,623.94						
410-510 - Bank Fees	765.51		560.72	50.00	250.00	-200.00	100.00	100.00	40.0%
410-600 - Rental City Office	8,157.00		5,544.32	0.00	6,514.00	-6,514.00	6,514.00	6,514.00	100.0%
411-100 - Equipment Repair	514.21			1,194.46	250.00	844.46		500.00	200.0%
490-000 - Bond Debt Allowance			8,413.23						
Total 408-001 - Other Services & Charges	48,437.73		67,864.71	14,451.01	32,364.00	-17,912.59	30,826.00	31,389.00	97.0%
Total 400-000 - GENERAL GOVERNMENT	245,412.35		248,950.65	65,489.32	221,257.00	-125,757.68	219,219.00	225,042.74	100.8%
415-000 - PUBLIC SAFETY									
415-200 - Zoning Administrator/Planner	22,950.00		20,616.64	4,237.62	20,000.00	-15,759.38	9,000.00	20,000.00	100.0%
417-000 - Police Services	104,826.00		103,359.91	321.94	107,971.00	-107,649.06	107,971.00	106,592.00	100.6%
417-100 - Siren Warning System			19,286.11		5,500.00	13,786.11	19,286.00	20,000.00	363.6%
418-100 - Fire Services - Mahanedi	108,359.00		111,610.00	57,479.00	114,598.00	-57,119.00	114,598.00	118,035.94	103.0%
418-200 - Fire Services - Stillwater	105,846.00		93,400.00	44,896.00	85,792.00	-44,896.00	89,792.00	92,486.00	103.0%
419-100 - Building Inspector	52,957.81		59,238.09	25,975.96	60,000.00	-34,024.04	48,760.00	37,560.00	62.5%
420-000 - Animal Control	1,104.67		1,225.00	588.60	1,000.00	-411.40	1,000.00	1,000.00	100.0%
Total 415-000 - PUBLIC SAFETY	389,043.78		389,449.64	152,765.23	388,861.00	-246,075.77	380,967.00	397,613.94	98.7%
414-000 - PUBLIC WORKS									
414-001 - City Hall									
414-100 - City Hall Supplies	708.48		749.59	630.55	250.00	380.68	250.00	750.00	300.0%
414-200 - City Hall Repairs	597.76		2,268.02	680.00	760.00	-200.00	760.00	1,000.00	133.3%
414-300 - Utilities - 3380 Kimbro Avenue	1,685.61		1,393.66	730.36	760.00	-19.62	1,000.00	1,400.00	186.7%
414-400 - City Hall Yardman	1,120.46		1,322.48	770.67	1,500.00	-729.33	1,500.00	1,500.00	100.0%
490-000 - Real Estate Taxes City	2,098.00		2,352.00	2,428.00	2,100.00	328.00	2,428.00	2,428.00	115.6%
Total 414-001 - City Hall	6,410.31		8,015.69	5,109.65	5,350.00	-340.32	5,928.00	7,078.00	132.3%
414-002 - Other Services and Charges									
414-401 - Park Upkeep Expense	11,596.00		1,964.66	1,229.34	1,200.00	28.34	1,500.00	1,500.00	125.0%
419-400 - Surchage Building Permit	2,798.00		2,800.33	517.27	2,325.00	-1,807.73	2,325.00	2,325.00	100.0%
430-225 - Porto Pot Expense	2,447.15		2,041.45	1,234.92	1,800.00	-565.08	1,700.00	1,700.00	94.4%
434-380 - Street Lighting	353.62		785.53	346.61	0.00	346.61	700.00	800.00	
490-000 - Cable Costs	-8,181.50		1,843.00	859.75	1,300.00	-440.25	1,300.00	2,000.00	153.8%
Total 414-002 - Other Services and Charges	10,663.27		8,695.37	4,187.69	6,625.00	-2,437.11	7,625.00	8,325.00	125.7%

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	2010		2011		2012		2013		% of 2012 Budget
	Actual	Actual	Actual	July 31 YTD	Budget	\$ Over Budget	Estimate 8/6	Prefim Budget	
414-003 - Roads									
501-000 - Grader Contractor	47,823.16	34,543.75	32,319.25	50,000.00	-17,883.75	50,000.00	50,000.00	50,000.00	100.0%
503-020 - Mower Maintenance		440.00					406.90	406.90	128.0%
508-000 - Engineering Fees	3,017.30	10,252.50	0.00	5,000.00	-5,000.00	3,000.00	3,000.00	6,400.00	0.0%
506-000 - Legal Fees-Roads			0.00	1,000.00	-1,000.00	0.00	0.00	0.00	100.0%
510-500 - Road Supplies	90.00	442.50	144.82	500.00	-355.18	500.00	500.00	500.00	100.0%
510-900 - Garbage Removal-Roads	1,723.00	1,067.34	575.78	2,000.00	-1,324.22	1,200.00	2,000.00	2,000.00	100.0%
510-700 - Gravel Coats-Roads	34,435.20	59,859.46	48,679.83	50,000.00	-3,320.17	50,000.00	50,000.00	50,000.00	100.0%
510-701 - Gravel Reclaiming			2,422.50	2,400.00	22.50	2,400.00	2,400.00	2,400.00	100.0%
510-702 - Ditch Repair			13,366.75	15,000.00	3,368.75	17,274.00	18,000.00	18,000.00	120.0%
510-721 - Magnesium Chloride	39,183.00	39,513.16	19,266.57	45,000.00	-25,741.43	45,000.00	45,000.00	45,000.00	100.0%
510-722 - Road Shouldering	4,365.31	10,780.56	0.00	9,000.00	-9,000.00	9,000.00	9,000.00	16,000.00	111.1%
510-723 - Road Patching & Asphalt Repair	95,371.04	54,025.94	47,720.00	40,000.00	7,720.00	40,000.00	40,000.00	50,000.00	125.0%
510-724 - Sign Replacement		2,597.59	2,749.44	10,000.00	-7,250.56	10,000.00	10,000.00	10,000.00	100.0%
510-725 - Culverts	12,070.00	12,777.97	4,328.98	10,000.00	-5,671.07	10,000.00	10,000.00	15,000.00	150.0%
510-728 - Seal Coating & Crack Filling	60,942.80	24,193.26	0.00	80,000.00	-60,000.00	80,000.00	80,000.00	80,000.00	100.0%
510-730 - Snow & Ice Removal-Roads	112,003.00	68,179.00	30,125.08	100,000.00	-89,874.91	60,000.00	60,000.00	100,000.00	100.0%
510-740 - Brushing-Roads	26,838.36	15,340.37	18,373.88	23,000.00	-4,626.12	23,000.00	23,000.00	27,000.00	117.4%
510-741 - Mowing-Roads	4,590.00	3,168.22	0.00	5,000.00	-5,000.00	5,000.00	5,000.00	6,000.00	120.0%
510-745 - Road Expenses-Other	966.00	3,029.00	227.81	500.00	-272.19	500.00	500.00	500.00	100.0%
510-750 - Street Lights-Finish/Janaka Ave		162.49	0.00	250.00	-250.00	250.00	250.00	0.00	0.0%
510-750 - Traffic Signal-9000 Dellwood	72.88		0.00	250.00	-250.00	250.00	250.00	0.00	0.0%
Total 414-003 - Roads	383,311.20	341,112.81	223,391.65	426,900.00	-205,508.35	397,374.00	453,200.00	453,200.00	105.7%
414-004 - Street Projects									
510-770 - Special Road Projects	15,624.00		0.00	20,000.00	-20,000.00	20,000.00	20,000.00	20,000.00	100.0%
Total 414-004 - Street Projects	15,624.00		0.00	20,000.00	-20,000.00	20,000.00	20,000.00	20,000.00	100.0%
430-226 - Well House-7175 - 101st St. No.	327.33	643.38	223.25	500.00	-276.75	500.00	500.00	500.00	100.0%
432-300 - Recycling	54,506.00	51,890.00	26,098.70	51,800.00	-25,593.30	51,800.00	52,000.00	52,000.00	100.8%
Total 414-000 - PUBLIC WORKS	471,142.11	410,547.25	286,679.17	512,975.00	-259,965.83	473,027.00	541,103.00	541,103.00	105.5%
470-001 - DEBT SERVICES EXPENSE									
470-002 - Bond Interest-Irish Ave.	1,293.69	883.37	132.52	1,254.00	-1,121.48	1,254.00	0.00	0.00	0.0%
470-005 - Bond Interest - Jasmine Avenue	6,233.32	5,689.00	0.00	6,234.00	-6,234.00	6,234.00	4,516.00	4,516.00	72.4%
470-803 - Bond Principal-Irish Avenue	10,000.00	10,000.00	11,774.00	10,000.00	11,774.00	11,774.00	0.00	0.00	0.0%
470-806 - Bond Principal - Jasmine Avenue	10,635.00	11,179.00	8,434.32	13,525.00	-5,090.68	13,525.00	12,352.00	12,352.00	91.3%
Total 470-001 - DEBT SERVICES EXPENSE	28,151.96	27,750.37	20,340.84	31,073.00	-10,572.16	32,787.00	16,368.00	16,368.00	54.4%
2010 uncategorized	1,524.00								
Total Expense	1,142,274.25	1,076,100.91	527,594.55	1,164,106.00	-638,511.44	1,115,430.00	1,178,617.68	1,178,617.68	101.2%
Net Income	-28,933.10	163,181.97	84,300.69	1.00	84,298.69	45,063.00	7.32	7.32	

Reserved fund balance for use in 2012	21,060.00
Amount estimated to be available	66,003.00

Ending fund balance as adjusted \$ 899,788.00 \$ 1,049,404.00 \$ 1,049,405.00 \$ 1,049,412.32

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2012-14**

**RESOLUTION ESTABLISHING THE FINAL LEVY CERTIFICATION FOR THE
CITY'S GENERAL FUND AT \$965,245**

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

WHEREAS, the City Council is required to adopt its 2013 final Levy Certification on or before December 4, 2012; 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 2013 General Fund Final Levy's certification at \$965, 245

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

Council Member Bohnen, Scott Fogelson, Jeff Huber, Dan Potter, Mayor Tom Carr voting:

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 4th day of December, 2012.

Thomas Carr, Mayor

Attest:

Kim Points, City Clerk

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2012-15**

RESOLUTION ADOPTING FINAL CITY BUDGET FOR 2013

WHEREAS, the City of Grant established a preliminary certification of the City of Grant's levy at its December 4, 2012 meeting; and

WHEREAS, the City of Grant is not required to and will not hold public hearings for the 2013 final budget; and

WHEREAS, the City Council for the City of Grant wishes to establish its final 2013 budget which must be certified to the Washington County Auditor/Treasurer by December 28, 2012;

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 final City budget for 2013 in the amount of \$1,178,618. The motion for adopting the foregoing resolution was acted upon by motion and seconded, and upon a vote being taken thereon, the following voted via voice:

Mayor Tom Carr
Council Member Bohnen
Council Member Fogelson
Council Member Huber
Council Member 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 4th day of December, 2012.

Thomas Carr, Mayor

Kim Points, City Clerk



REBECCA OTTO
STATE AUDITOR

STATE OF MINNESOTA OFFICE OF THE STATE AUDITOR

SUITE 500
525 PARK STREET
SAINT PAUL, MN 55103-2139

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Statement of Position Fund Balances for Local Governments Based on GASB Statement No. 54

Background

Governmental Accounting Standards Board's (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, defines the classifications of fund balance based on the focus of the constraints placed on the use of current fund balance. The Statement also identifies the governmental fund type definitions. This Statement of Position addresses only the fund balance classifications and reporting.

The requirements of GASB 54 are applicable to all local governments. Implementation was required for the first fiscal year ended June 30, 2011. However, most Minnesota local governments report on a calendar year. For those reporting on a calendar year, the first required year for implementation was the year ended December 31, 2011.

In governmental funds,¹ local government should identify fund balance separately based on a hierarchy of the constraints placed on the use of the financial resources within governmental funds. A local government will classify its fund balances into one of up to 5 classifications: nonspendable, restricted, committed, assigned, and unassigned. While some of the GASB 54 classifications are similar in nature to the classifications under pre-GASB Statement No. 54, the focus is different, and thus, what is classified into these classifications may be different.

Fund Balance Classifications/Definitions for Governmental Funds

The fund balances of a local government's governmental funds should be reported in the new classifications based on the definitions in the following table:

¹ Governmental fund reporting focuses primarily on the sources, uses, and balances of current financial resources and often has a budgetary orientation. The governmental fund category includes the general fund, special revenue funds, capital projects funds, debt service funds, and permanent funds. Codification of Governmental Accounting and Financial Reporting Standards § 1300.102.

Reviewed: July 2012
Revised: July 2012

2010-1003

This Statement of Position is not legal advice and is subject to revision.

An Equal Opportunity Employer

<i>Fund Balance Reporting</i>			
<i>Classification</i>	<i>Definition</i>	<i>Examples</i>	
Nonspendable	"Amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact." ²	<ul style="list-style-type: none"> • Inventories, • Prepaid items, • Long-term receivables in the general fund, and • Permanent principal of endowment funds. 	
Restricted	"Fund balance should be reported as restricted when constraints placed on the use of resources are either: <ol style="list-style-type: none"> Externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or Imposed by law through constitutional provisions or enabling legislation."³ 	<ul style="list-style-type: none"> • Restricted by state statute, • Unspent bond proceeds, • Grants earned but not spent, • Debt covenants, • Taxes dedicated to a specific purpose, and • Revenues restricted by enabling legislation. 	
Unrestricted	Committed	"Used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority." ⁴	<ul style="list-style-type: none"> • The governing board has decided to set aside \$1M for a new city hall. • Property tax levies set for a specific purpose by resolution.
	Assigned	"Amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed." ⁵	<ul style="list-style-type: none"> • Governing board has set aside \$2 million for a county hospital and the county manager may amend this up to \$100,000. • Governing body delegates the authority to assign fund balance to the finance officer. • Governing board has appropriated fund balance often to balance next year's budget.⁶ • Positive residual balances in governmental funds other than the general fund.
	Unassigned	Unassigned fund balance is the residual classification for the General Fund. This is fund balance that has not been reported in any other classification. The General Fund is the only fund that can report a positive unassigned fund balance. Other governmental funds would report deficit fund balances as unassigned. ⁷	

² GASB Statement No. 54, ¶ 6.

³ GASB Statement No. 54, ¶ 8.

⁴ GASB Statement No. 54, ¶ 10.

⁵ GASB Statement No. 54, ¶ 13.

⁶ See appropriated fund balance section of this document.

⁷ GASB Statement No. 54, ¶ 17.

Classifying Fund Balance

A local government should classify its fund balances based on the nature of the particular net resources reported in a governmental fund. The government would first start by identifying nonspendable net resources, followed by restricted, committed, assigned and lastly unassigned. This will classify a fund's net resources from those that have the most constraints placed on their use to the least. A fund's net resources also are affected by the spending policy of that government. A local government should determine the order of use of resources when expenditures are incurred. Are restricted resources used first? Or, if available for use, are unrestricted net resources (committed, assigned, or unassigned) used first? If a local government does not have an accounting policy that identifies the order of use of resources, then the net resources with the most constraints are used first.

Unrestricted Fund Balance

Unrestricted fund balance is the amount of fund balance left after determining both nonspendable and restricted net resources. The unrestricted fund balance is the amount of fund balance that a local government, itself, has placed constraints on its use (committed and assigned) and fund balance that does not have any specific purpose identified for the use of those net resources (unassigned). Unrestricted fund balance, therefore, includes the committed, assigned, and unassigned classifications. Committed and assigned fund balance represent resources set aside by the government to fund specific purposes. The two classifications differ in the formality of the action required to set aside the net resources.

The government's highest level of decision-making authority is required to commit available fund balance to a specific purpose. Once the action has been taken, the committed funds cannot be used for any other purpose unless the commitment is rescinded by the same type of action that previously committed the funds. The action taken to commit the funds must be taken prior to the end of the fiscal year, but the specific amount may be determined in the subsequent period.

The authority to assign may be delegated to an official other than the governing body. Unlike committed fund balance, the action taken to assign fund balance may be made after year end. In governmental funds other than the general fund, the assignment must follow the government's intent for the specific purpose of the individual funds. Therefore, all remaining positive fund balances in the special revenue, debt service, and capital projects funds are classified as assigned.

Unassigned fund balance represents the remaining unrestricted fund balance in the general fund after identifying fund balance that has been committed or assigned. Deficits in fund balances of other governmental funds are reported as unassigned. Assignments should never cause a deficit in unassigned fund balance to occur.

Stabilization Arrangements: Restricted/Committed vs. Unassigned

Many local governments currently set aside part of fund balance for emergencies, working capital, cash flows, revenue shortages, or other contingencies. The authority to set aside these amounts usually comes from ordinance or resolution. The GASB calls these types of funds

“stabilization arrangements.” For a government to be able to set aside these types of funds as restricted or committed, they need to specifically define when these amounts may be used and specify a situation that cannot be expected to occur routinely. For example, identifying funds to be accessed “in an emergency” does not sufficiently detail the circumstance or condition that must be met for the funds to be considered committed. To commit these funds, the government needs to be more specific in defining an emergency. If the arrangement meets these requirements, it would be considered a specific purpose and reported as either restricted or committed, depending on the source of the constraint. Stabilization arrangements that do not meet the requirements should be reported as part of unassigned fund balance in the general fund.

Appropriated Fund Balance

Usually a local government only classifies fund balances at year end for financial reporting purposes. Thus only current, and not future, net resources are classified. Typically, the subsequent year’s budgeted expenditures are expected to be paid from the subsequent year’s revenues and not the current reporting year’s ending fund balances. On occasion, local governments will “deficit” budget, or in other words, budget more expenditures than anticipated revenues and drawdown beginning fund balance for the subsequent year. An appropriation of existing fund balance to eliminate a projected budgetary deficit in the subsequent year’s budget in an amount no greater than the projected excess of expected expenditures over expected revenues satisfies the criteria to be classified as an assignment of fund balance.⁸

Recommendations

Adoption of Comprehensive Fund Balance Policy

The GASB’s Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, identifies fund balance accounting policies that a local government may have or should consider. The Office of the State Auditor recommends that each local government establish/approve a formal comprehensive fund balance policy relating to accounting and financial reporting of governmental fund balances. A local government’s fund balance policy could address the following areas:

- Minimum fund balance
- Order of resource use
- Stabilization arrangements
- Committing fund balance
- Assigning fund balance

Minimum Fund Balance

The Office of the State Auditor recommends that local governments determine and establish in their fund balance policy a desired minimum level of unrestricted fund balance to maintain in their general fund and other significant governmental funds. The local government’s governing

⁸ GASB Statement No. 54, ¶ 16.

body should keep revenue streams in mind when determining a minimum level of fund balance for their policy. Often a local government's revenue stream is not evenly distributed throughout the year. A local government will need sufficient beginning fund balances to pay expenditures until these revenues are received. For example, funds that rely heavily on property taxes must maintain sufficient financial resources until the next tax revenue collection cycle. Funds that rely on state appropriations and grants should consider the timing of those payments. Also, local governments need to maintain a prudent level of financial resources to protect against a forced service level reduction or having to raise taxes and fees because of temporary revenue shortfalls or unpredicted one-time expenditures.

Other considerations include the predictability of revenues and the volatility of expenditures. A local government may need higher levels of unrestricted fund balance if significant revenue sources are subject to unpredictable fluctuations or if operating expenditures are highly volatile, such as greater expenditures in the early part of the year. The availability of resources in other funds and the potential drain on the general fund resources from other funds could affect the necessary level of minimum unrestricted fund balance. The availability of resources in other funds may reduce the amount of unrestricted fund balance needed in the general fund, just as deficits in other funds may require that a higher level of unrestricted fund balance be maintained in the general fund.

After establishing a minimum level of unrestricted fund balance, the policy should provide for both a time frame and a specific plan for increasing or decreasing the level of unrestricted fund balance. If the actual unrestricted fund balance is not consistent with the policy, a plan should be developed by the governing body that will allow for compliance with the desired minimum level. The fund balance policy should include a provision for a regular review of the sufficiency of the minimum fund balance level.

Order of Resource Use

The Office of the State Auditor recommends that local governments include in their comprehensive fund balance policy the normal order of resource use. The policy should identify which fund balance resources (restricted or unrestricted) are normally used first when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available. Also, for unrestricted fund balance, the local government should identify the order in which committed, assigned, or unassigned amounts are spent when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Stabilization Arrangements

The Office of the State Auditor also recommends that local governments consider establishing a stabilization arrangement for emergency situations in their comprehensive fund balance policy. The policy should establish the amount to be set aside, identify the types of nonroutine emergencies/situations that would meet the need for use of stabilization funds, and clearly state that the amount set aside may only be used for the identified emergency situations.

Committing Fund Balance

The Office of the State Auditor also recommends that a local government's governing body identify in its comprehensive fund balance policy its process for committing fund balance to a specific purpose. The policy could identify the local government's highest level of decision making authority, what formal action is required to commit fund balance, and what specific purposes normally will require committing resources.

Assigning Fund Balance

Furthermore, the Office of the State Auditor recommends each local government that decides to delegate the authority to assign fund balance for a specific purpose include in their comprehensive fund balance policy the body or official authorized to assign amounts to a specific purpose and the types of specific purposes that may be assigned by that delegated body or official. The policy should also specify how the amounts for such assignments are arrived at and whether the governing body will set the assignments annually or will set up a process to make the assignment based on the guidelines established by the governing body.

Appropriate Fund Balance Levels

The Office of the State Auditor recommends that, at year-end and/or at other key times of the year, local governments that rely significantly on property taxes maintain an unrestricted fund balance of approximately 35 to 50 percent of fund operating revenues or no less than five months of operating expenditures in their general fund and special revenue funds. This amount of unrestricted fund balance should provide the local government with adequate funds until the next property tax revenue collection cycle. The adequacy of unrestricted fund balance should be assessed based on an individual local government's own circumstances. If the local government's unrestricted fund balance is less than or greater than the recommended level, the local government should be able to explain the reason for the difference.

According to the Minnesota Department of Education, Minnesota school districts, unlike most local governmental units, experience timing of receipts from local property tax levies, state aids, and federal aids that provide a more reliable flow of cash to fund operations. Therefore, a recommended unrestricted fund balance for school districts may be less than the amounts recommended above for other local governmental units. Each school district should determine the appropriate level of unrestricted fund balance based on the school district's circumstances.

Local governments should also consider taking a position on the level of unrestricted fund balance in other funds that have unrestricted revenues. In setting an appropriate level, the local government should consider any long-term forecasting/planning issues to avoid the risk of placing too much emphasis on the level of unrestricted fund balance at any one time.

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2012-16**

**RESOLUTION ESTABLISHING FUND BALANCE POLICIES
AS REQUIRED BY GASB 54**

WHEREAS, the Governmental Accounting Standards Board (“GASB”) has adopted Statement 54 (“GASB 54”), a new standard for governmental fund balance reporting and governmental fund type definitions that became effective in governmental fiscal years starting after June 15, 2010, and

WHEREAS, the City of Grant elects to implement GASB 54 requirements, and to apply such requirements to its financial statements; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA, that it hereby adopts the following policy:

FUND BALANCE POLICY

Fund balances measure the net financial resources available to finance expenditures of future periods.

The City’s fund balances will be maintained to provide the city with sufficient working capital and a margin of safety to address emergencies without borrowing. The fund balances may only be appropriated by approval of the City Council.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, followed by committed fund balance, assigned fund balance, and lastly unassigned fund balance.

FURTHER BE IT RESOLVED, that the City Council of the City of Grant, Washington County, Minnesota assigns its January 1, 2013 fund balance as follows:

Debt Service Fund The existing fund balance is restricted to payment of bonds and the interest thereon.

Committed Fund Balance in the capital fund of Jasmine Avenue Improvements of 2008 in the amount of \$20,382, first being committed to any shortage in the payment of the General Obligation Improvement Bonds of 2008, but not transferred to the Debt Service Fund, and then to a resident refund upon satisfaction of said bond.

Committed Fund Balance in the General Fund in an amount as determined by Council Resolution in 2013 for Council Designated Projects.

AND FURTHER BE IT RESOLVED that the Grant City Council establishes the following fund balance goal:

General Fund: Maintain fund balance of 50% to 75% of total annual General Operating Fund expenditures due to the nature of the City cash flow and for emergency purposes.

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

Mayor Tom Carr
Council Member Bohnen
Council Member Fogelson
Council Member Huber
Council Member 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 4th day of December, 2012.

Thomas Carr, Mayor

Kim Points, City Clerk

AGENDA ITEM 7E-I

STAFF ORIGINATOR Kim Points
MEETING DATE December 4, 2012
TOPIC 2013 Liquor License

BACKGROUND

Every year at the December City Council meeting, liquor licenses are approved for the following year, based on state approval, insurance, background checks and all fees paid.

Historically, the City has approved these licenses as a group. Per the League of Minnesota Cities, it is highly recommended that the City approve each of the licenses separately, per resolution, in the event any one of them may have to be revoked.

Resolutions for each of the City's license holders are attached and states approval is based on the outlined conditions.

Staff is requesting a separate motion, second and vote be taken for each individually.

STAFF RECOMMENDATION

Approve the 2013 Liquor Licenses

Resolution No. 2012 — 17

Resolution to Approve On-Sale/Sunday Liquor License for Sawmill Golf Club Inc.

(DBA: Sawmill Golf Club)

WHEREAS, Sawmill Golf Club Inc. submitted an application for the issuance of an On-Sale/Sunday Intoxicating Liquor License; and

WHEREAS, the Washington County Sheriff's Department completed the required Background check and found nothing to prevent issuance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grant that the City Council does hereby approve issuance of an On-Sale/Sunday Intoxicating Liquor License to the applicant listed below for the period of January 1, 2013 through December 31, 2013:

Sawmill Golf Club Inc.
11177 McKusick Road
Stillwater, MN 55082
Licensee: Daniel Pohl

BE IT FURTHER RESOLVED that licensing is contingent upon said applicant making payment of their taxes and submission of appropriate license fees, necessary liability insurance, to the City Clerk.

PASSED: December 4, 2012 by the City Council of the City of Grant

Resolution No. 2012 — 18

**Resolution to Approve On-Sale/Sunday Liquor License for Applewood Hills LLC
(DBA: Applewood Hills)**

WHEREAS, Applewood Hills LLC submitted an application for the issuance of an On-Sale/Sunday Intoxicating Liquor License; and

WHEREAS, the Washington County Sheriff's Department completed the required Background check and found nothing to prevent issuance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grant that the City Council does hereby approve issuance of an On-Sale/Sunday Intoxicating Liquor License to the applicant listed below for the period of January 1, 2013 through December 31, 2013:

Applewood Hills, LLC
11840 60th Street N
Stillwater, MN 55082
Licensee: John Scanlon

BE IT FURTHER RESOLVED that licensing is contingent upon said applicant making payment of their taxes and submission of appropriate license fees, necessary liability insurance, to the City Clerk..

PASSED: December 4, 2012 by the City Council of the City of Grant

Resolution No. 2012 — 19

Resolution to Approve On-Sale/Sunday Liquor License for Big T Inc. (DBA: Windy Acres)

WHEREAS, Big T, Inc. submitted an application for the issuance of an On-Sale/Sunday Intoxicating Liquor License; and

WHEREAS, the Washington County Sheriff's Department completed the required Background check and found nothing to prevent issuance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grant that the City Council does hereby approve issuance of an On-Sale/Off-Sale/Sunday Intoxicating Liquor License to the applicant listed below for the period of January 1, 2013 through December 31, 2013:

Big T Inc.

11154 60th Street N

Stillwater, MN 55082

Licensee: Kerry Townsend

BE IT FURTHER RESOLVED that licensing is contingent upon said applicant making payment of their taxes and submission of appropriate license fees, necessary liability insurance, to the City Clerk.

PASSED: December 4, 2012 by the City Council of the City of Grant

Resolution No. 2012 — 20

Resolution to Approve On-Sale/Sunday Liquor License for Schone's Inc.

(DBA: Gasthaus Bavarian Hunter)

WHEREAS, Shone's Inc. submitted an application for the issuance of an On-Sale/Sunday Intoxicating Liquor License; and

WHEREAS, the Washington County Sheriff's Department completed the required Background check and found nothing to prevent issuance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grant that the City Council does hereby approve issuance of an On-Sale/Sunday Intoxicating Liquor License to the applicant listed below for the period of January 1, 2013 through December 31, 2013:

Schone's Inc.
8390 Lofton Avenue N
Stillwater, MN 55082
Licensee: Kimberly Quade

BE IT FURTHER RESOLVED that licensing is contingent upon said applicant making payment of their taxes and submission of appropriate license fees, necessary liability insurance, to the City Clerk..

PASSED: December 4, 2012 by the City Council of the City of Grant

Resolution No. 2012 — 21

Resolution to Approve On-Sale/Sunday Liquor License for MoGrow Inc.

(DBA: Indian Hills)

WHEREAS, MoGrow Inc. submitted an application for the issuance of an On-Sale/Sunday Intoxicating Liquor License; and

WHEREAS, the Washington County Sheriff's Department completed the required Background check and found nothing to prevent issuance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grant that the City Council does hereby approve issuance of an On-Sale/Sunday Intoxicating Liquor License to the applicant listed below for the period of January 1, 2013 through December 31, 2013:

MoGrow Inc.
6667 Keats Avenue N
Stillwater, MN 55082
Licensee: Michael Regan

BE IT FURTHER RESOLVED that licensing is contingent upon said applicant making payment of their taxes and submission of appropriate license fees, necessary liability insurance, to the City Clerk.

PASSED: December 4, 2012 by the City Council of the City of Grant