

**City of Grant
City Council Agenda
January 7, 2025**

The regular monthly meeting of the Grant City Council will be called to order at 6:30 p.m. on Tuesday, January 7, 2025, in a teleconference format and in person at Town Hall for the purpose of conducting the business hereafter listed, and all accepted additions thereto.

1. CALL TO ORDER

PUBLIC INPUT

Citizen Comments – Individuals may address the City Council about any item not included on the regular agenda. The Mayor will recognize speakers to come to the podium. Speakers will state their name and address and limit their remarks to two (2) minutes with five (5) speakers maximum. Generally, the City Council will not take any official action on items discussed at this time, but may typically refer the matter to staff for a future report or direct that the matter be scheduled on an upcoming agenda.

- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____

2. PLEDGE OF ALLEGIANCE

3. OATH OF OFFICE, BEN CORNETT, LINDSAY CREMONA AND JEFF GIEFER

4. APPROVAL OF REGULAR AGENDA

5. APPROVAL OF CONSENT AGENDA

- A. December 2024 Bill List, \$68,019.13**
- B. Clerk 2023 Pay Increase – 3% Per 2025 Budget**
- C. 2024 Pay Equity Report**

D. Washington County, 2024 Election Expenses, \$23,562.88

E. Woodchuck, ROW Trees \$21,000

F. OMG, Final Pay Voucher, \$13,746.86

6. STAFF AGENDA ITEMS

A. City Engineer, Brad Reifsteck (no action items)

B. City Planner, Jennifer Swanson

i. PUBLIC HEARING, Consideration of Resolution No. 2025-01, Variance Request for Side Yard Setback, 7076 Lone Oak Trail

C. City Attorney, Nick Vivian

i. Consideration of DNR Lease, Stillwater Oaks

7. NEW BUSINESS

A. Consideration of Ordinance No. 2025-83, 2025 Fee Schedule

B. Consideration of Resolution No. 2025-02, Summary Publication of Ordinance No. 2025-83

C. Consideration of 2025 City Council Meeting Schedule

D. Consideration of 2025 Appointment List

E. Consideration of December 3, 2024 City Council Meeting Minutes

F. Consideration of Resolution No. 2024-03, Declare Council Vacancy

8. UNFINISHED BUSINESS

9. DISCUSSION ITEMS (no action taken)

A. Staff Updates (updates from Staff, no action taken)

B. City Council Reports/Future Agenda Items (no action taken)

10. COMMUNITY CALENDAR JANUARY 8 THROUGH JANUARY 31, 2025:

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

Stillwater Public Schools Board Meeting, Thursday, January 9^h, Stillwater City Hall, 7:00 p.m.

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

Martin Luther King Day, Monday, January 20, 2024

11. ADJOURNMENT

Fund Name: All Funds

Date Range: 12/04/2024 To 12/31/2024

Date	Vendor	Check #	Description	Void	Account Name	FA-O-P	Total
12/12/2024	Ramsey County	16614	Notary Certification	N	Office Supplies	100-41313-200-	\$ 20.00
		Total For Check					\$ 20.00
12/27/2024	PERA	FRCC-12-11-;	PERA -November	N	Council PERA	100-41007-120-	\$ 489.78
		Total For Check					\$ 489.78
12/27/2024	Hisdahls	FRCC-12-16-;	Plaques/Name Plates - Check Card	N	Office Supplies	100-41313-200-	\$ 161.35
		Total For Check					\$ 161.35
12/27/2024	ESET North America	FRCC-12-2-24	Anti-Virus - 3 years	N	Office Equipment	100-41314-210-	\$ 130.02
		Total For Check					\$ 130.02
12/27/2024	USPS	FRCC-12-28-2	Postage and Stamp - Check Card	N	Postage	100-41318-200-	\$ 82.00
		Total For Check					\$ 82.00
12/30/2024	Payroll Period Ending 12/30/2024	16616	Dec2024	N	Clerk Salary	100-41101-100-	\$ 4,432.21
		Total For Check					\$ 4,432.21
12/30/2024	Payroll Period Ending 12/30/2024	16617	Dec2024Medical	N	Accounting Services	100-41202-130-	\$ 1,000.55
		Total For Check					\$ 1,000.55
12/30/2024	Pauszek Inc.	16618	Dec Assessor Billing	N	Assessing	100-41550-300-	\$ 2,300.00
		Total For Check					\$ 2,300.00
12/30/2024	Woodchuck	16619	Tree removal ROW	N	Road Brushing	100-43114-220-	\$ 21,000.00
		Total For Check					\$ 21,000.00
12/30/2024	Washington County Transportation	16620	Inv#227700	N	Snow & Ice Removal	100-43113-210-	\$ 2,641.05
		Total For Check					\$ 2,641.05
12/30/2024	LHB	16621	November Engineering	N	Engineering Fees - General	100-41203-300-	\$ 4,762.00
		Total For Check					\$ 4,762.00
12/30/2024	Washington County Property Records	16622	2024 Election Services	N	Election Expenses	100-41303-300-	\$ 23,562.88
		Total For Check					\$ 23,562.88

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
12/30/2024	OMG Midwest	16623	Final Pay Voucher - Knollwood Project	N	Knollwood Ave Road Project 2024	100-43139-531-	\$ 13,746.86
		Total For Check					\$ 13,746.86
12/30/2024	Washington County Assessment/Tax	16624	2024 Truth in Taxation #27398	N	Publishing Costs	100-41308-300-	\$ 537.79
		Total For Check					\$ 537.79
12/30/2024	Press Publications	16625	Summary Publications-Public Hearing	N	Publishing Costs	100-41308-351-	\$ 90.41
		16625			Escrow	100-49320-351-1035	\$ 41.73
		Total For Check					\$ 132.14
12/30/2024	League of Minnesota Cities	16626	Workers Cop	N	Insurance	100-41302-150-	\$ 481.00
		Total For Check					\$ 481.00
12/30/2024	LRS	16627	Town Hall PortaPot	N	Town Hall Porta Pot	100-43007-210-	\$ 159.00
		Total For Check					\$ 159.00
12/30/2024	Kim Points	16628	Reimbursement for Holiday Gathering	N	Miscellaneous Expenses	100-41306-210-	\$ 73.17
		Total For Check					\$ 73.17
12/30/2024	League of Minnesota Cities	16629	New Council Member Training	N	Workshops	100-41305-150-	\$ 700.00
		Total For Check					\$ 700.00
12/30/2024	Computer Wrangler	16630	Computer Repair	N	Equipment Repair	100-41317-220-	\$ 382.50
		Total For Check					\$ 382.50
12/30/2024	Eckberg Lammers	16631	Legal Services	N	Engineering Fees - General	100-41203-304-	\$ 850.00
		16631			Legal Fees - Complaints	100-41205-304-	\$ 315.00
		16631			Legal Fees - Prosecutions	100-41206-304-	\$ 2,575.00
		16631			Escrow	100-49320-304-1008	\$ 187.50
		Total For Check					\$ 3,927.50
12/30/2024	Waste Management	16632	Recycling -	N	Recycling	100-43011-384-	\$ 6,040.30
		Total For Check					\$ 6,040.30
12/30/2024	CenturyLink	16633	City Phone	N	City Office Telephone	100-41309-321-	\$ 174.36
		Total For Check					\$ 174.36
12/30/2024	Ken Ronnan	16634	Video Tech Services - Dec	N	Cable Costs	100-41212-100-	\$ 150.00

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
12/30/2024	KEI Enterprises	16635	Roads Supervisor/Fuel	N	Roads Supervisor	100-43014-300-	\$ 14,162.50
		16635	Surcharge		Roads Fuel Surcharge	100-43015-300-	\$ 2,500.00
	Total For Check	16635					\$ 16,662.50
12/30/2024	Croix Valley Inspector	16636	Building Inspector	N	Building Inspection	100-42004-300-	\$ 6,739.51
	Total For Check	16636					\$ 6,739.51
12/30/2024	PERA	16637	PERA -December	N	Clerk PERA	100-41102-100-	\$ 389.90
		16637				100-41102-120-	\$ 449.88
	Total For Check	16637					\$ 839.78
12/30/2024	ADobe	ADEFT13	Monthly Auto	N	Office Equipment	100-41314-210-	\$ 52.00
	Total For Check	ADEFT13					\$ 52.00
12/30/2024	Comcast	CCEFT28	Town Hall Wifi - Auto	N	Town Hall Supplies	100-43001-210-	\$ 186.99
	Total For Check	CCEFT28					\$ 186.99
12/30/2024	IRS	EFT213	Medical	N	Clerk FICA/Medicare	100-41103-100-	\$ 99.45
		EFT213			Clerk Medicare	100-41105-100-	\$ 18.85
		EFT213			Federal Withholding	100-41107-100-	\$ 100.00
		EFT213			Social Security Expens	100-41109-100-	\$ 80.60
	Total For Check	EFT213					\$ 298.90
12/30/2024	IRS	EFT214	Payroll	N	Clerk FICA/Medicare	100-41103-100-	\$ 458.88
		EFT214			Clerk Medicare	100-41105-100-	\$ 86.98
		EFT214			Federal Withholding	100-41107-100-	\$ 471.35
		EFT214			Social Security Expens	100-41109-100-	\$ 371.90
	Total For Check	EFT214					\$ 1,389.11
12/30/2024	HostMonster	FRCC-12-29-2	Annual Website Renewal - Auto	N	Web Site Costs	100-41312-210-	\$ 235.87
	Total For Check	FRCC-12-29-2					\$ 235.87
12/30/2024	T-Mobile	TMEFT39	City Phone FR Auto Pay	N	Road Expenses - Other	100-43116-210-	\$ 20.00
	Total For Check	TMEFT39					\$ 20.00
12/30/2024	Xcel Energy	XcelEFT40	Utilities - Town Hall - Pole Barn - Auto	N	Town Hall Electricity	100-43004-381-	\$ 37.97
		XcelEFT40				100-43004-381-	\$ 102.73
		XcelEFT40			Well House Electricity	100-43010-381-	\$ 1.86
		XcelEFT40			Street Lights	100-43117-381-	\$ 43.94

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
Total For Check							186.50
12/31/2024	SHC, LLC	16638	Planning Services	N	City Planner	100-41209-300-	\$ 1,676.50
		16638			Escrow	100-49320-300-1034	\$ 241.50
		16638				100-49320-300-1035	\$ 344.50
		16638				100-49320-300-1036	\$ 563.50
		16638				100-49320-300-1037	\$ 241.50
Total For Check							3,067.50
12/31/2024	Kline Bros Excavating	16639	Road Maintenance	N	Grader Contractor	100-43101-220-	\$ 262.50
		16639			Road Brushing	100-43114-220-	\$ 9,301.25
Total For Check							9,563.75
Total For Selected Checks							126,328.87

Pay Equity Implementation Report

Part A: Jurisdiction Identification

Jurisdiction: Grant

111 Wildwood Road
P.O. Box 577
Willernie, MN 55090

Jurisdiction Type: City

Contact: Kim Points

Phone: (651) 426-3383

E-Mail: clerk@cityofgrant.us

Part B: Official Verification

1. The job evaluation system used measured skill, effort responsibility and working conditions and the same system was used for all classes of employees.

The system was used: State Job Match

Description:

2. Health Insurance benefits for male and female classes of comparable value have been evaluated and:

There is no difference and female classes are not at a disadvantage.

3. An official notice has been posted at:

City Office

(prominent location)

informing employees that the Pay Equity Implementation Report has been filed and is available to employees upon request. A copy of the notice has been sent to each exclusive representative, if any, and also to the public library.

The report was approved by:

City Council

(governing body)

Jeff Geifer

(chief elected official)

Mayor

(title)

Part C: Total Payroll

\$67849.00

is the annual payroll for the calendar year just ended December 31.

- Checking this box indicates the following:

- signature of chief elected official

- approval by governing body

- all information is complete and accurate, and

- all employees over which the jurisdiction has final budgetary authority are included

Date Submitted:12/16/2024



PROPERTY RECORDS & TAXPAYER SERVICES
 14949 62ND ST N PO BOX 6
 651-430-6175
 STILLWATER MN 55082

Invoice	
Invoice Number:	227521
Account Number:	217912
Due Date:	1/17/25
Amount Enclosed:	\$ _____
Federal Tax Id:41-6005919	

To: CITY OF GRANT
 PO BOX 577
 WILLERNIE MN 55090

Please return top portion with payment. Thank You.

Invoice						
Date	Number	Type	Due Date	Remark	Amount	
12/18/24	227521	Invoice	1/17/25	2024 JPA Election Services	\$23,562.88	
I declare under the penalties of law that this account claim or demand, is just and correct and no part of it has been paid. Please make check payable to Washington County and mail to the address above.					Invoice Total	\$23,562.88
					Sales Tax	
					Balance Due	\$23,562.88

www.woodchucktree.com

INVOICE



Invoice



BILL TO

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

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
6009	12/19/2024	\$21,000.00	01/18/2025	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	TR	Fall/winter tree pruning and removal project. Remove leaning, dead and potentially hazardous trees near and hanging over roads as per conversation with Kenny Johnson. Full 5-6 man crew, two aerial lifts and chip and haul tree debris. Day rate of \$6,000 per day. Approximately three full 8 hour days...possibly 3.5-4.	0	6,000.00	0.00T
	TR	Roads/areas: Kimbro Ave N 88th St N Lake Elmo Ave N Lansing Ave N 110th St N 105th St N Ideal Ave N	3	6,000.00	18,000.00T
	TR	Added on roads/areas: 63rd St N Jocelyn Rd N	0.50	6,000.00	3,000.00T

Thank you, Tyler

Woodchuck Tree Care
7310 Jocelyn Rd. N.
Stillwater, MN 55082

SUBTOTAL	21,000.00
TAX	0.00
TOTAL	21,000.00
BALANCE DUE	\$21,000.00

*"We will always recycle
your tree debris"*

We accept
VISA • MASTERCARD • AMERICAN EXPRESS

THANK YOU! A 3.5% processing fee will be added to all credit card transactions
WWW.WOODCHUCKTREE.COM





December 17, 2024

Ms. Kim Points, Administrator/Clerk
City of Grant
P.O. Box 577
Willernie, MN 55090

Re: Construction Pay Voucher No. 2 & Final and
Final Project Close-Out Documents
Knollwood Drive Street Improvements Project
City of Grant, MN
LHB Project No. 240262

Dear Ms. Points:

Please find enclosed Construction Pay Voucher No. 2 and final (three copies) for the above-referenced project in the amount of \$13,746.86. This final payment request represents the release of the retainage on the contract. The quantities completed to date have been reviewed and agreed upon by the contractor and LHB. Once processed, please keep one copy for your records and return two copies to our office, one for the contractor and one for our files.

We recommend that the City of Grant approve Construction Pay Voucher No. 2 and final for OMG Midwest, Inc. dba Minnesota Paving & Materials at the January 7, 2025, City Council meeting. Also enclosed is the documentation required for releasing final payment for the above-referenced project as listed below:

1. Satisfactory showing that the contractor has complied with the provisions of Minnesota Statutes 290.92 requiring withholding state income tax (IC134 forms).
2. Evidence in the form of an affidavit that all claims against the Contractor by reasons of the Contract have been fully paid or satisfactorily secured (lien waiver).
3. Consent of Surety to Final Payment certification from the contractor's surety.
4. A two-year maintenance bond.

This project will be considered for acceptance by the City Council on January 7, 2025, and includes a two-year warranty. Upon approval by the City Council, final payment in the amount of \$13,746.86 can be released to OMG Midwest, Inc. dba Minnesota Paving & Materials, and the contract for this project will be finalized and closed out.

If you have any questions or comments regarding the enclosed, please contact me at 763.259-8377.

Sincerely,

LHB, INC.

Brad A. Reifsteck, P.E.
Sr. Project Manager

Enclosures

cc: Luke Tulip, OMG Midwest, Inc. dba Minnesota Paving & Materials
m:\24proj\240262\400 construction\pay requests\final\240262 cst ltr vo 2 & fnl_city.docx

Knollwood Drive Street Improvement Project

TOTALS

BID AMOUNT
\$199,855.11

TOTAL THIS PERIOD
\$5,178.55

TOTAL TO DATE
\$199,873.27

MATERIALS ON HAND
\$0.00

EXTRA WORK ORDERS

No.	Description	Amount
		TOTAL \$
		-

CHANGE ORDERS

No.	Description	Amount
		TOTAL \$
		-

SUPPLEMENTAL AGREEMENTS

No.	Description	Amount
		TOTAL \$
		-

PREVIOUS PAYMENTS

Estimate	Work Through	Amount
		TOTAL \$
		-

Pay Estimate 2 & Final
For Work Through November 30, 2024

ISSUED FOR PAYMENT:

Brad Riefelock
Brad Riefelock - LHB Project Engineer

Brad Riefelock
ENGINEER APPROVAL: LHB

CONTRACTOR APPROVAL: OMG Midwest
Luke E Tulip
Digitally signed by Luke E Tulip
DN: c=US, email=tulip@omgmw.com, o=OMG Midwest, ou=Luke E Tulip
Date: 2024.11.08 11:54:10-0800'

OWNER APPROVAL: City of Grant

TOTAL WORK TO DATE	\$ 189,873.27
PLUS MATERIALS ON HAND	\$ -
PLUS WORK ORDERS	\$ -
PLUS CHANGE ORDERS	\$ -
PLUS SUPPLEMENTAL AGREEMENTS	\$ -
LESS 5% RETAINAGE	\$ -
SUBTOTAL	\$ 189,873.27
LESS PREVIOUS PAYMENTS	\$ 176,126.41
PAYMENT DUE THIS ESTIMATE	\$ 13,746.86

Copies to:
Dan Lobello OMG Midwest
City of Grant
LHB File 240262



STAFF REPORT

TO	City Council Kim Points, City Clerk Nick Vivian, City Attorney Brad Reifsteck, City Engineer	ADDRESS	7076 Lone Oak Trail N Grant, MN 55082
		RE	Variance from minimum side yard setback at 7076 Lone Oak Trail N, 55082
FROM	Jennifer Haskamp, AICP, SHC Jenna Shoosmith, SHC		

INTRODUCTION

Applicant and Owner Streetcar Holdings, Inc. dba White Oaks Savanna (“Applicant”) is requesting a variance from the minimum side yard setback at 7076 Lone Oak Trail N. The subject property is located in the northeasterly corner of Lake Elmo Ave N (CSAH 17) and Lone Oak Trail N in the White Oaks Savannah (WOS) subdivision. The Applicant is the developer and owner of the WOS subdivision, and the subject property is a vacant lot that is subject to the WOS development agreement executed within the City, and private covenants and architectural restrictions.

Public Hearing

A duly noticed public hearing has been published, and letters were sent to adjacent property owners within a ¼-mile (1,320 ft) of the property. The public hearing has been scheduled for the regular City Council meeting on January 7, 2024.

The following staff report summarizes the requested variance, existing conditions, draft findings, and conditions of approval.

PROJECT SUMMARY

Applicant/Owner: Streetcar Holdings, Inc.	Lot Size: 7.0 Acres Location: 7076 Lone Oak Trail N, Grant, MN 55082 PID: 25.030.21.33.0001 Land Use: RR/AG Zoning: A1
Request: The Applicant is requesting a variance from the minimum side yard setback abutting a County Road to construct a single-family residential structure on the subject property.	

The Applicant is requesting a variance from the 65-foot side yard setback to encroach approximately 25-feet into the required setback from the western property line abutting the CSAH 17 right-of-way. Per the Applicant’s



narrative and the documentation provided, the proposed use of the lot for a single-family detached residential structure is not feasible because the 65-foot setback constrains the buildable area. The site plan is provided in Attachment B.

REVIEW CRITERIA

City Code Sections 32-59 and 32-60 establish the criteria to review and approve variance requests. The variance application process requires the Applicant to prepare a statement of reasons why the request is made describing the hardship (or practical difficulty) describing how, “the proposed use of the property and associated structures in question cannot be established under the conditions allowed by this chapter or its amendments and no other reasonable alternate use exists; however, the plight of the landowner must be due to physical conditions unique to the land, structure or building involved and are not applicable to other lands, structures or buildings in the same zoning district....Economic considerations alone shall not constitute a hardship.” The Applicant’s narrative is provided in Attachment B and describes their reasons for the variance request.

In addition to City Code, the Applicant must comply with the requirements established by the Development Agreement for the WOS subdivision as well as the terms and conditions of the Final Plat. The analysis that follows provides an overview of the process from the preliminary and final plat which is relevant to the variance request due to the CSAH 17 right-of-way dedication required as part of the final plat.

EXISTING SITE CONDITIONS + BACKGROUND

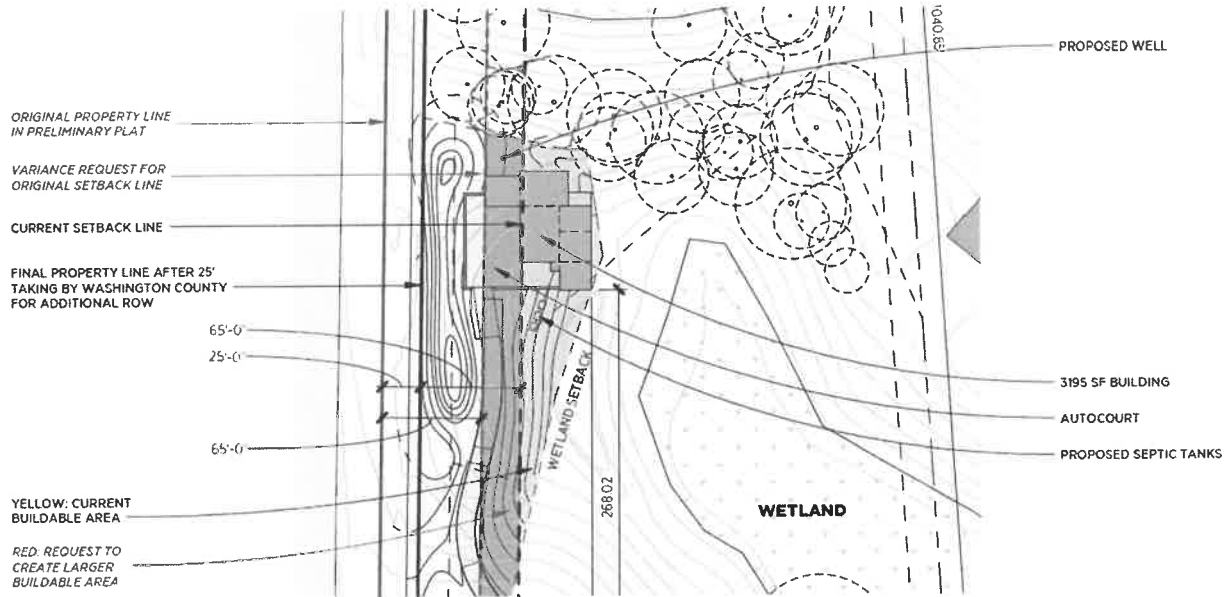
The subject lot is approximately 7.0 acres located in the White Oaks Savanna subdivision and was platted in 2018. The lot is bordered by Lake Elmo Ave N (CSAH 17) to the west and Lone Oak Trail N to the south with access to the lot from Lone Oak Trail N. There are two (2) wetland areas that surround the identified buildable area on the lot, which were delineated as part of the platting process. The site has an established white oak savanna with 31 heritage oak trees, all of which will remain as part of the proposed project, and varied topography that slopes down towards the delineated wetland areas.

During the Preliminary Plat and Final Plat process the buildable area on the subject lot was identified. The buildable area was delineated outside of all required setback areas, wetlands, wetland buffers, woodland preservation areas and rights-of-way. After these areas were excluded, the buildable area on the lot was generally identified as the southwest quadrant of the property abutting the CSAH 17 right of way. The buildable area is required to accommodate all principal and accessory structures, driveways, stormwater facilities, septic system and well.

After receiving Final Plat approval from the City, the Final Plat was circulated for review by different governmental bodies. The Washington County Department of Transportation conditioned their approval and required Streetcar Holdings, Inc. to dedicate an additional 25-foot strip abutting the full westerly property line of the subject lot for future right-of-way. This condition had the effect of moving the western lot line to the east by 25-feet, and consequently shifted the setback line. The resulting width of the buildable area was reduced from about 65-feet to approximately 40-feet. The buildable area with existing right-of-way setback, wetland setback and physical constraints is highlighted in yellow in Figure 1 below. The requested variance area is identified in pink.



Figure 1. Current Buildable Area with Setbacks and Physical Constraints



The Applicant is requesting a variance from the 65-foot side yard setback to encroach approximately 25-feet into the setback area to allow for a more reasonable area to site the improvements. This would effectively push the setback line to the location that was approved as part of the initial Preliminary Plat.

VARIANCE REQUESTS – ZONING STANDARDS

Dimensional requirements are established in Chapter 32, Section 246 of the City’s Code. Properties that are zoned A1 are subject to a minimum side yard setback of 65-feet when the side yard abuts a road right-of-way (corner lot). The variance request is summarized below (see Attachment B for the site plan):

Minimum Side Yard Setback <i>(from street in case of corner lot)</i>	Proposed	Variance	Description
65’	40’	25’	The proposed side yard setback aligns with what was initially approved by the City as part of the Final Plat process. The variance from the setback will allow for a portion of the attached accessory structure to encroach into the setback area. All portions of the Principal Structure will meet the required setback.

Lot Constraints

When evaluating a variance request, the applicant must demonstrate that “1) the proposed use of the property... in question cannot be established under the conditions allowed by this chapter and no other reasonable alternate use existing; 2) the plight of the landowner must be due to physical conditions unique to the land ... and are not applicable to other lands ... in the same zoning district; and 3) the unique conditions



of the site cannot be caused or accepted by the landowner...” The following analysis is provided in response to each criterion:

1) *Proposed Use is Reasonable*

The WOS subdivision was platted with the intent of developing each lot with a single-family residential structure. All lots within the subdivision were determined to meet the minimum design criteria and requirements as part of the Preliminary and Final Plat process. The Applicant is requesting the variance to allow for the construction of a single-family detached structure that is comparable in size and scale to the other lots/homes developed within the subdivision. It is reasonable to use the property in a manner that is consistent with the subdivision intent and to request a variance from the standard so that a home can be built that is consistent with the surrounding properties and neighborhood.

The Applicant has provided their analysis in Attachment B.

2) *Physical Conditions are unique to the land.*

The lot slopes downward towards the wetland areas on the north half and eastern edge of the properties. As shown on the site plan, a variable 75-foot setback from the wetland edge was established during the preliminary and final plat process. The white oak savanna on the property bisects the lot and the heritage trees are unique to the property and are intended to be preserved as part of the conservation subdivision. The natural characteristics and limitations, in combination with the right-of-way acquired from Washington County during the Final Plat, constrain the suitable area for a new single-family residential structure and required septic system on the lot. Washington County requested the additional right-of-way after all of the site planning, including wetland buffers, were completed which significantly altered the buildable area on the lot. The physical conditions of the property are unique to this lot and are not present on any other lot within the WOS subdivision. While the natural characteristics were present during the platting process, the additional right-of-way requested by Washington County at the late stages of the project had unintended consequences to the buildability of the subject lot.

The Applicant has provided their analysis in Attachment B.

3) *Unique Conditions are not caused by the landowner.*

The additional right-of-way, in combination with the physical constraints were not created by the landowner, and Staff believes that the Applicant has demonstrated an effort to work with and integrate the existing site conditions into development of the lot. Staff also believes that the requested variance has been minimized to the extent possible and reflects what was initially approved by the City as part of the Final Plat process.

The Applicant has provided their analysis in Attachment B.



The intended use of the subject property is not feasible with the current lot constraints. There are also no viable alternative locations for the single-family structure because of the limited buildable area. As demonstrated on Figure 1 and in Attachment B, the buildable area must accommodate the principal and accessory structures as well as the septic system.

Essential Character of the Neighborhood/Locale

The lot was approved for a single-family residential lot as part of the Final Plat process, and therefore it is reasonable for the Applicant to develop the site for its intended use. Further, it is reasonable and desired for the lot to be developed with a structure of similar value as the other lots within the subdivision.

Economic Considerations

The lot is a part of the WOS subdivision and homes within the subdivision are generally large, custom-built properties. It is generally desirable to have similar valued properties within the subdivision, which requires certain structural improvement values to support the cost of the lot/land. While this is in part due to economic considerations, it is also important to the long-term sustainability of the housing stock within the subdivision. While the Applicant's narrative describes some economic factors, they are not the sole reason for the request. The request is related to economic considerations; however, staff has determined that the other variance criteria are met.

ENGINEERING STANDARDS

No additional engineering comments are provided. All future construction on the lot must comply with the terms of the development agreement which requires review and approval of certain permits by the City Engineer and Building Official.

OTHER AGENCY REVIEW

It is the Applicant's responsibility to determine if any additional permitting is necessary from the Browns Creek Watershed District (BCWD) at time of building permit. The Applicant must also obtain a permit from the Washington County Department of Public Health and Environment prior to installation of the septic system. No other agency review is required.

SUMMARY – DRAFT FINDINGS AND CONDITIONS

The following draft findings related to the hardship (practical difficulty) are provided for your review and consideration:

- The additional right-of-way required by Washington County for CSAH 17 during the Final Plat of White Oaks Savanna moved the side yard setback line on the property at 7076 Lone Oak Trail N., east by approximately 25-feet which consequently shifted the side yard setback line and further constrained the buildable area.
- The additional 25-foot right-of-way extended the full length of the side-yard on the subject lot and directly impacted the buildable area which abuts the CSAH 17 right of way on the subject lot.
- The suitable area to site the proposed single-family structure is further constrained by the existing wetlands, wetland buffers, topography, and vegetation. These features are naturally occurring and are unique to the subject property.



- The proposed use of the lot to develop a single-family detached residential structure is a reasonable use of the property and the strict application of the City's ordinances would not permit the construction as proposed.
- The proposed variance is consistent with the Comprehensive Plan and the Zoning Ordinance which permits and encourages rural residential uses.
- The Applicant has minimized the variance to the extent possible and is proposing a buildable area that aligns with the initial Preliminary Plat approval.
- The requested variance is not driven by economic considerations alone.

Draft Conditions as noted in the Attached Resolution:

- The Applicant must comply with all applicable terms and conditions of the Development Agreement when developing the lot.
- No further encroachment into the side-yard shall be permitted, except for the improvements as noted on the Site Plan.
- The Applicant must obtain the proper permits from the Washington County Department of Public Health and Environment prior to installation of the septic system.
- The Applicant shall be required to obtain any necessary permits and/or approvals from the Browns Creek Watershed District prior to construction. A copy of any correspondence or permits shall be provided to the City prior to construction.

ACTION REQUESTED:

Staff recommends approval of the requested variance with conditions as noted. A draft resolution of approval for your review and consideration is provided in Attachment A.

ATTACHMENTS

Attachment A: Resolution 2025-XX

Attachment B: Application and Applicant's Narrative dated November 10, 2024

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2025-01**

**RESOLUTION APPROVING A VARIANCE FROM THE SIDE YARD SETBACK TO
CONSTRUCT A SINGLE-FAMILY DETACHED HOME AT 7076 LONE OAK TRAIL N.,
GRANT, MN**

WHEREAS, Streetcar Holdings, Inc. dba White Oaks Savanna (“Applicant”) has submitted an application for a variance from the required side yard setback to allow for the construction of a new home on a vacant lot in the White Oaks Savanna subdivision, in the City of Grant, Minnesota; and

WHEREAS, the White Oaks Savanna subdivision final plat was approved in 2018; and

WHEREAS, the subject lot is located on the northeast corner of CSAH 17 and Lone Oak Trail N.; and

WHEREAS, Washington County required the dedication of an additional 25-foot strip of right-of-way abutting the westerly side yard lot line of the subject lot as part of the Final Plat; and

WHEREAS, the additional right-of-way shifted the side yard setback line which affected the buildable area on the subject lot; and

WHEREAS, the lot is further constrained by natural features including wetland areas, wetland buffers and a white oaks savanna; and

WHEREAS, given the physical constraints and required setbacks on the lot the Applicant has requested a variance from side yard setback abutting the CSAH 17 right of way so that a reasonable buildable area is available on the subject lot; and

WHEREAS, the City Council held a duly noticed public hearing at their regular meeting on January 7, 2025.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA, that it does hereby approve the request of Streetcar Holdings, Inc. dba White Oaks Savanna, based upon the following findings pursuant to Section 32-59 and 32-60 of the City’s Zoning Ordinance which provides that a Variance may be granted if a hardship/practical difficulty is demonstrated. The City Council’s Findings relating to the standards are as follows:

- The additional right-of-way required by Washington County for CSAH 17 during the Final Plat of White Oaks Savanna moved the side yard setback line on the property at

7076 Lone Oak Trail N., east by approximately 25-feet which consequently shifted the side yard setback line and further constrained the buildable area.

- The additional 25-foot right-of-way extended the full length of the side-yard on the subject lot and directly impacted the buildable area which abuts the CSAH 17 right of way on the subject lot.
- The suitable area to site the proposed single-family structure is further constrained by the existing wetlands, wetland buffers, topography, and vegetation. These features are naturally occurring and are unique to the subject property.
- The proposed use of the lot to develop a single-family detached residential structure is a reasonable use of the property and the strict application of the City’s ordinances would not permit the construction as proposed.
- The proposed variance is consistent with the Comprehensive Plan and the Zoning Ordinance which permits and encourages rural residential uses.
- The Applicant has minimized the variance to the extent possible and is proposing a buildable area that aligns with the initial Preliminary Plat approval.
- The requested variance is not driven by economic considerations alone.

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

1. The Applicant must comply with all applicable terms and conditions of the Development Agreement when developing the lot.
2. No further encroachment into the side-yard shall be permitted, except for the improvements as noted on the Site Plan.
3. The Applicant shall be required to obtain any necessary permits and/or approvals from the Browns Creek Watershed District prior to construction. A copy of any correspondence or permits shall be provided to the City prior to construction.

Adopted by the Grant City Council this 7th day of January 2025.

Jeff Giefer, 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 _____, 2025 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 _____, 2025.

Kim Points
Clerk
City of Grant



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

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

VARIANCE

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

According to the City of Grant's Zoning Ordinance, a variance "is a modification or variation of the strict provisions of this Ordinance as applied to a specific piece of property in order to provide relief for a property owner because of undue hardship or practical difficulty imposed upon the property by this Ordinance. A variance shall normally be limited to height, bulk, density, and yard requirements." Variances may be granted in cases of exceptional circumstances, when the strict enforcement of the Ordinance would cause a practical difficulty or inability to reasonably use a property.

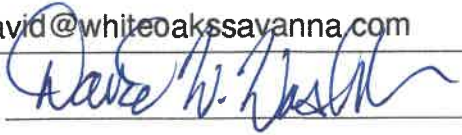
PARCEL IDENTIFICATION NO (PIN): 25.030.21.33.0001		LOT SIZE: 6.98 acres
PROJECT ADDRESS: 7076 Lone Oak Trail N. Grant, MN 55082	OWNER: Name: Streetcar Holdings, Inc dba White Oak Savannah Address: 4708 Larkspur Lane N. City, State, Zip: Lake Elmo, MN 55042 Phone: 612/366-1458 Email: david@whiteoakssavanna.com	APPLICANT (if different from Owner): Name: Address: City, State, Zip: Phone: Email:
BRIEF DESCRIPTION OF REQUEST: Applicant is requesting a site yard variance for western side of lot back to the original set back established in preliminary plat.		
APPLICABLE ZONING CODE SECTION(S): Please review the referenced code sections for a detailed description of required submittal documents, and subsequent process. - Chapter 32, Sec. 32-60. Variances, other Sections per request.		

Required Signatures

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

Applicant

Fee Title Property Owner (If different from Applicant)

Name: Streetcar Holdings, Inc by David Washburn, Sec
(Please print)
 Address: 4708 Larkspur Lane N.
 City, State, Zip: Lake Elmo, MN 55042
 Phone: _____
 Cell Phone: 612/366-1458
 Email: david@whiteoakssavanna.com
 Signature: 
 Date: 11/10/2024

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

Checklist:

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

Review Deadline and Timeline:

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






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

Application for Planning Consideration Fee Statement:

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

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

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

Applicant	Fee Title Property Owner <i>(If different from Applicant)</i>
	
<i>Signature</i>	<i>Signature</i>
	
<i>Printed Name</i>	<i>Printed Name</i>
	
<i>Date</i>	<i>Date</i>

** For Applicant's use and records

Variance Permit Checklist

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

COPIES: One (1) full electronic submission; Two (2) 11x17 half scale scalable plan sets.

Site Plan: Technical drawing demonstrating existing conditions and proposed changes.

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

- Property dimensions
- Area in acres and square feet
- Setbacks (Front, Side, Rear)
- Location of proposed buildings (including footprint, and dimensions to lot lines)
- Location of current and proposed curb cuts, driveways and access roads
- Sanitary sewer (septic) and water utility plans to accommodate use
- Location of wetlands and other natural features
- Existing and proposed parking (if applicable)
- Off-street loading areas (if applicable)
- Existing and proposed sidewalks and trails (if applicable)

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

- Location of proposed buildings and their size including dimensions and total square footage
- Proposed floor plans
- Proposed elevations
- Description of building use

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

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

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

Written Narrative: Describe your request and the practical difficulties that are present on the site and why a Variance is sought. See attached guidance on Practical Difficulty.

Paid Application Fee: \$400

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

Materials that may be required upon request:

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

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

Sanitary and stormwater plans. Sanitary and/or stormwater plans may be requested depending on the proposal of the Variance.

Wetland Delineation. If the proposed Variance is near a potential wetland boundary or setback, delineation may be required to fully evaluate and approve, or deny, the Variance. *Wetland delineation was complete in platting process*

VARIANCE

What is a Practical Difficulty?

"Practical Difficulty" as used in connection with the granting of a Variance means:

- The proposed use of the property and associated structures in question cannot be established under the conditions allowed by the Zoning Ordinance or its amendments and no other reasonable alternate use exists.
- The plight of the landowner must be due to physical conditions unique to the land, structures, or buildings in the same zoning district.
- These unique conditions of the site cannot be caused or accepted by the landowner after the effective date of the Zoning Ordinance or its amendments.
- Economic considerations alone shall not constitute a hardship.

City of Grant Zoning Ordinance (Chapter 32, Sec. 32-60)

The Variance, if granted, shall not alter the essential character of the locality.

Those applying for a Variance must describe the specific circumstances which would constitute a practical difficulty. The application must include a written narrative that describes the Variance request and addresses the three factors - reasonable use, unique circumstances, and essential character of the locality - of practical difficulty.

Circumstances which normally constitute a practical difficulty relate to lot size, setbacks, steep slopes and wetlands but cannot be created by the landowner. It is incumbent upon the applicant to explain the case for a practical difficulty, which will form the basis for granting or denying the Variance request.

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

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

Variance Application Narrative for 7076 Lone Oak Trail N., Grant, MN 55082

To: Kim Points and Jennifer Haskamp, City of Grant

Applicant: Streetcar Holdings, Inc

Request: Streetcar Holdings, Inc (dba White Oaks Savanna) is requesting a variance on the western side lot setback to 45'

Subject Property Address: 7076 Lone Oak Tr N., Grant, MN 55082

Date: 11/10/2024

Background:

White Oaks Savanna (formerly Farms of Grant) is a 30 large lot development in the City of Grant which received entitlement from the City of Grant, and other agencies, in 2018. Road construction started in 2018. Lot sales and home construction continue to date. Twenty five of 30 lots are sold and seventeen out of thirty houses are either finished or currently under construction.

The planning and entitlement process with the City of Grant started in November 2016 and concluded in the Final Plat being approved in spring 2018. During this eighteen month planning process, Streetcar Holdings, Inc worked with the City of Grant, Washington County and the Browns Creek Watershed District to develop a Plat that avoided variances.

As the Final Plat was being circulated for signatures from the governmental bodies, the Washington County Department of Transportation conditioned their acceptance on a requirement for Streetcar Holdings, Inc to deed (uncompensated) a 25' strip of land that runs 6,600 linear feet along Lake Elmo Ave and 75th St No (approximately 4 acres) to the Department.

After 18 months of planning, Streetcar Holdings, Inc. was unable to afford the time and money to fight this taking in court. Therefore, Applicant redrafted the Final Plat plan to make all of the lot frontages re-conform with the Grant Ordinance of 300 feet. One significant consequence and hardship of this taking by the County was that once the western lot line for Subject Lot (7076 Lone Oak Trail No.) moved east 25' then so did the western 65' side yard setback. This pinched the width of the available buildable area from an average of 65' to an average of 40' because the buildable area is absolutely constrained by a wetland boundary on the east side.

The Variance Request:

The Applicant requests that the City of Grant permit the Applicant to establish a western side yard setback at the location that was originally established in the Preliminary Plat prior to Washington County taking 25' along all of the Applicant's land as a condition of approval of the Final Plat. To be specific, the requested western side yard setback is forty feet (40' from the western lot line.

Practical Difficulties:

1. The proposed use of the property as allowed and intended by the Final Plat cannot be realized by the current 65' side yard setback on Subject Lot. In the six years since the Final Plat was granted, the Applicant has had two conditional purchase agreements on the Subject Lot. All of these prospective buyers loved the Subject Lot for the cluster of 31 White Oak Trees (85 to 185 years old) that gave the development's name. These prospective buyers all engaged architects, spent thousands of dollars to attempt to design a home concept that would meet their needs in the constrained buildable area. All of these purchase agreements were cancelled.

Applicant now has another contingent purchase agreement from prospective buyers based on obtaining a variance that would permit them to build one module of their house west of the current 65' side yard setback line. This module would fit within a 45' setback line. Please see site plan.

The Subject Lot is majorly constrained by several wetlands and their wetland boundaries, as well as, the afore mentioned 31 heritage oak trees and the requirement for two proven septic sites.

2. The practical difficulties of the Subject Lot are unique to and the result of the physical features of the Subject Lot as a result of the 25' County taking which severely constrained the buildable area of the Lot after eighteen months of careful planning and collaboration by Applicant with the City of Grant and all other agencies.
3. Economic considerations alone are not the hardship. However, after six years of marketing the Subject Lot, which has always been our lowest priced lot, we have lost two buyers on contingent purchase agreements who have invested speculative dollars in preliminary architectural planning only to sadly (for them) find that they could not design a reasonable home to meet their wants and needs on the Lot. They subsequently cancelled their purchase agreements. In an attempt to salvage these potential sales, Applicant offered buyers Lot concessions, which were declined in all cases because the issue was buildability not price.

Now we have another prospective buyer on a contingent purchase agreement who would love to buy the lot IF they can build a 25' x 20' module of their planned home if permitted to use a the original side yard setback in the Preliminary Plat.

4. The Variance, if granted, will not alter the essential character of the locality. In fact, if the Variance is not granted, it could be argued that the existing constrained buildable area would alter the established character of White Oaks Savanna, by requiring a long narrow home that would not be of the established size and architectural character of the rest of the homes in the White Oaks Savanna community.

The height of the topography of the Subject Lot between the road and the requested 45' side yard set back is such that a passerby in a vehicle or walking would not be able to sense the Variance since the topography largely screens the home from the road.

Contact of other Agencies:

Applicant has been in touch with BCWD (the only other agency that this variance would affect), with whom we work closely on every building permit at White Oaks Savanna (WOS). In regards to the Subject Lot, Applicant already established a requirement that prior to obtaining a building permit, a new homeowner on the Lot would need to build an infiltration basin sized to the planned impervious surface of the home to be constructed. That requirement will still need to be met in order to obtain a building permit from the City of Grant. After working with City and BCWD permitting seventeen homes at WOS, Applicant is confident that BCWD .

Submitted by: Steetcar Holdings, Inc.

Date: 11/10/2024

ECKBERG LAMMERS
MEMORANDUM

TO: Grant City Council

FROM: Nicholas J. Vivian, City Attorney

DATE: December 31, 2024

RE: Grant, City of - Stillwater Oaks Development
01200-36827

Stillwater Oaks Association (“Association”) has asked the City for assistance in facilitating use of land regulated by the Minnesota DNR. The Association requires a storm sewer pipeline to serve the homes within its development. The pipeline is required to cross the Gateway Trail which is regulated by the Minnesota DNR. The DNR will not lease directly to a private entity but will lease the land to the City and allow the City to sublease to the Association. The portion of the Gateway Trail area required for the storm sewer pipeline location and installation is 20 feet wide and 193 feet long consisting of approximately .09 acres.

Attached is a copy of the proposed Miscellaneous Lease (“Lease”) between the State of Minnesota and the City of Grant. Exhibit A to the Lease depicts the Lease Premises. Also attached is the Sublease with the Association with passes all term, covenant and condition of the Lease through to the Association, makes the Association responsible for performance of the Lease obligations and includes indemnification of the City for any losses the City might sustain. The Sublease requires the Minnesota DNR’s consent.

The sole use of the Leased Premises is for a drainage ditch, installation and use of a stormwater pipe and related drainage facilities. **City Staff recommends approval.**



November 26, 2024

City of Grant
PO Box 577
Willerine, MN 55090

RE: Miscellaneous Lease # LMIS010708
SWNE, S24, T30N, R21W, Washington County

Dear Tenant:

Enclosed is the above referenced lease. Please sign and date the lease. Return the copy to this office within 30 days. When the lease is completed by the State, we will send you a copy for your records.

Please have the document signed by an authorized signer, with the person's title listed beneath his or her signature. Please send us a copy of the resolution or other document which authorized this person to sign the document on behalf of the City.

Per paragraph 18 of the lease, the City cannot sublease the Premises without the DNR's prior written consent. The DNR understands the City intends to sublease the Premises to Stillwater Oaks Association, a Minnesota nonprofit corporation. The DNR is providing this written consent to such sublease.

Please do not make any changes to the lease. If you have changes, questions, or concerns regarding this lease, please contact me at 651-259-5410 or email me at tanya.alemu@state.mn.us.

Sincerely,

Tanya Alemu

Tanya Alemu
Realty Specialist

Enclosure

DNR Transaction # LMIS010708 and Transaction ID 1103552

**MINNESOTA
DEPARTMENT OF
NATURAL RESOURCES**

Lease Number LMIS010708
Field Unit Region 3 - St Paul Trails (Area 302)

MISCELLANEOUS LEASE

This lease, executed in duplicate by and between the State of Minnesota, under the authority and subject to the provisions of Minn. Stat. § 92.50, acting by and through its Commissioner of Natural Resources, hereinafter called LANDLORD and the TENANT as named below.

TENANT City of Grant		
TENANT Address (No. & Street, RFD, Box No., City, State, Zip) PO Box 577, Willerine, MN 55090		
Lease Fee \$11,697.00	Fee Payment Schedule \$11,697.00 fee due upon execution of this lease.	
Term Twenty-one (21) Years	Effective Date January 1, 2025	Termination Date December 31, 2045
Purpose of Lease Storm Sewer Pipeline (Underground)		County Washington

IT IS AGREED AS FOLLOWS:

BASIC TERMS:

1. **PREMISES.** The LANDLORD in consideration of the terms, conditions and agreements contained herein, and the payment of the Lease Fee to be paid by the TENANT, hereby leases to the TENANT, subject at all times to sale, lease and use for mineral or other purposes the following described premises:

A strip of land 20 feet wide and 193 feet long located in the Southwest Quarter of the Northeast Quarter of Section 24, Township 30 North, Range 21 West in Washington County, Minnesota. Said parcel contains approximately 0.09 acres, more or less and is shown on the attached map which is made part of this lease and herein referred to as the "Premises".

2. **TERMS.** The terms LANDLORD, TENANT, TENANT ADDRESS, LEASE FEE, FEE PAYMENT SCHEDULE, TERM, EFFECTIVE DATE, TERMINATION DATE, PURPOSE OF LEASE AND STATUTORY AUTHORITY, used herein are described above and are incorporated herein.
3. **LEASE PERIOD.** This lease will be in effect for the TERM, beginning on the EFFECTIVE DATE and ending on the TERMINATION DATE, unless terminated earlier under provisions of this lease.
4. **USE OF PREMISES.** TENANT will use the Premises only for PURPOSE OF LEASE.
5. **"AS IS."** TENANT is taking the Premises in its "as is" condition, and LANDLORD is under no obligation to make any alterations or modifications to accommodate TENANT's use.

TENANT'S RESPONSIBILITIES:

6. **LEASE PAYMENTS.** The TENANT will pay to the LANDLORD the LEASE FEE, which is due and payable according to the FEE PAYMENT SCHEDULE. The LANDLORD may assess interest pursuant to Minn. Stat. § 270C.40, subd. 5 on any payments over thirty (30) days past due.
7. **MAINTENANCE.** The TENANT will maintain the Premises in good repair, keeping them safe and clean, removing all refuse and debris that may accumulate. No timber shall be cut, used, removed or destroyed by the TENANT without first obtaining written permission from the LANDLORD.
8. **INVASIVE SPECIES.** The TENANT is responsible for controlling invasive species on the Premises. (See the attached Exhibit C, which is made a part of this lease, for additional terms and conditions on the control of invasive species.)
9. **UTILITIES.** TENANT will pay for all utilities furnished on the Premises for the term of this lease, including electric, gas, oil, water, sewer and telephone.
10. **ALTERATIONS AND MECHANIC'S LIENS.** The TENANT may not make changes, alterations or improvements to the Premises or to any structure thereon without the prior written consent of the LANDLORD. Any changes, alterations or improvements in or to the Premises will be at TENANT'S sole expense. TENANT has no right to subject the interest of LANDLORD in the Premises to any mechanic's liens, material liens or other liens of any nature, and TENANT must have any such lien discharged within 10 days after the recording of the lien. TENANT will be liable to LANDLORD for LANDLORD'S costs and attorneys' fees incurred relating to mechanic's liens and other liens.
11. **TAXES.** The TENANT will pay, when due, all taxes assessed against or levied upon the Premises or upon the fixtures, improvements, furnishings, equipment and other personal property of the TENANT located on the Premises during the TERM of this lease. NOTE: Due to the lease, the county may assess property taxes against the property based on its market value, and TENANT is required to pay the property taxes.
12. **COMPLIANCE WITH LAWS.** TENANT must comply with all applicable municipal, county and state laws, ordinances and regulations, and obtain and pay for all licenses and permits as may be required by its use of the Premises.
13. **ENVIRONMENTAL.** TENANT will not use in any way, or permit the use of the Premises, or any part thereof, to either directly or indirectly produce, manufacture, refine, transport, store, dispose of, or process any Hazardous Substance (as defined below), unless it has received the prior written consent of LANDLORD. "Hazardous Substance" means any pollutant, contaminant, toxic or hazardous waste, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, or any other substance the removal of which is required, or the production, manufacture, maintenance, refining, transport, storage, disposal, processing, or ownership of which is restricted or prohibited by federal, state, or county or municipal statutes or laws now or any time hereafter in effect, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 5101, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.) as these laws have been amended or supplemented. TENANT agrees to hold harmless and indemnify LANDLORD from any and all damages, costs, fines and expenses that might arise as a result of TENANT'S violation of this provision. This provision will survive the termination of this Lease.

PUBLIC ACCESS:

14. LANDLORD'S ACCESS. LANDLORD, acting through its designated agents or employees, has the right to enter the Premises at all reasonable times.
15. PUBLIC RECREATION USE. The TENANT agrees and understands that the public land leased herein shall be open to public recreational uses, as defined by Minn. Stat. § 604A.21, not inconsistent with the purposes of this lease. The TENANT shall not unreasonably refuse permission to any person to enter upon the lands leased herein for reasonable public recreational use without first obtaining the written permission of the LANDLORD. If the LANDLORD authorizes the prohibition of any public recreational uses, the prohibition shall apply to all persons including the TENANT.

TERMINATION AND ASSIGNMENT:

16. TERMINATION. This lease may be terminated at any time by mutual agreement. A lease entered pursuant to Minn. Stat. § 92.50 may be canceled for just cause at any time by LANDLORD upon six months written notice.

TENANT will, on the TERMINATION DATE, or earlier as provided for in this lease, peacefully and quietly surrender the Premises to the LANDLORD in as good condition and repair as on the EFFECTIVE DATE. If the TENANT fails to surrender the Premises on the termination of this lease, the LANDLORD may eject or remove the TENANT from the Premises and TENANT will indemnify the LANDLORD for all expenses incurred by the LANDLORD. In addition, TENANT will remove all TENANT's property from the Premises upon termination and any property remaining will be considered abandoned and disposed of by the LANDLORD according to law. Upon demand, TENANT will pay to LANDLORD all of LANDLORD's expenses incurred in connection with LANDLORD's disposition of TENANT's personal property. TENANT's obligations under this paragraph will survive termination of the Lease.

If this lease is terminated prior to the TERMINATION DATE, the TENANT will not be relieved of any obligation incurred prior to termination.

17. HOLDOVER. TENANT will pay to the LANDLORD a sum equal to the rent plus fifty (50) percent of the rent for each rental period that TENANT holds the Premises after termination of this lease without authorization by LANDLORD. This sum will be liquidated damages for the wrongful holding over. TENANT acquires no additional rights by holding the Premises after termination and will be subject to legal action for removal.
18. TRANSFERS. This lease will extend to, and bind the successors, heirs, legal representative and assigns of the LANDLORD and TENANT. In addition, the TENANT may not without the LANDLORD's prior written consent: a) assign, convey, mortgage, pledge, encumber or otherwise transfer this lease or any interest under it; b) allow any transfer or any lien upon the TENANT's interest by operation of law; c) sublet the Premises or any part thereof; d) permit the use or occupancy of the Premises or any part thereof by anyone other than the TENANT.

DEFAULT:

19. DEFAULT BY TENANT. If TENANT defaults in any of its promises or covenants under the Lease and fails to cure the same within thirty (30) days after receipt of written notice of default from LANDLORD, LANDLORD may exercise one or more of the following remedies, or any other remedy available at law or in equity:

- a. Terminate the Lease and recover from TENANT all damages it has incurred by reason of such breach;
 - b. Re-enter the Premises and remove all persons and property from the Premises, without terminating the Lease or releasing TENANT from its obligations under the Lease; or
 - c. Re-let the Premises without terminating the Lease. If the amount received from re-letting in any month is less than the amount of rent to be paid by TENANT, TENANT will pay any such deficiency to LANDLORD upon demand.
20. SELF-HELP RIGHT. If TENANT defaults in the performance of any term of this Lease, LANDLORD, in addition to any other rights and remedies it has under this Lease and without waiving such default, may perform the same for the account of and at the expense of TENANT (but shall not be obligated to do so), without notice in a case of emergency and in any other case if such default continues after five (5) days from the date that LANDLORD gives written notice to TENANT of its intention to do so. TENANT must pay upon demand bills for all amounts paid by LANDLORD and all losses, costs and expenses incurred by LANDLORD, in connection with any such performance by LANDLORD pursuant to this section, including, without limitation, all amounts paid and costs and expenses incurred by LANDLORD for any property, material, labor or services provided by LANDLORD to TENANT.

LIABILITY:

21. LIABILITY. This lease will not be construed as imposing any liability on the LANDLORD for injury or damage to the person or property of the TENANT or to any other persons or property, arising out of any use of the Premises, or under any other easement, right-of-way, license, lease or other encumbrance now in effect. The TENANT will indemnify and hold harmless the LANDLORD from all claims arising out of the use of the Premises whether such claims are asserted by civil action or otherwise.
22. PERSONAL PROPERTY RISK. All personal property on the Premises belonging to TENANT or its occupants or visitors shall be there at the sole risk of TENANT or such other person only, and LANDLORD will not be liable for theft or misappropriation of such property, nor for any loss or damage to such property, including destruction by fire.

MISCELLANEOUS:

23. LEGAL OBLIGATIONS. This lease is not to be construed to relieve the TENANT of any obligations imposed by law.
24. ENCUMBRANCE. This lease is subject to all existing easements, right-of-ways, licenses, leases and other encumbrance upon the Premises and LANDLORD will not be liable to TENANT for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.
25. NO WAIVER. No delay on the part of the LANDLORD in enforcing any conditions in this lease, including termination for violation of the terms of this lease, shall operate as a waiver of any of the rights of the LANDLORD.
26. NOTICES. Any notice given under this lease shall be in writing and served upon the other party either personally or by depositing such notice in the United States mail with the proper first class postage and address. Service shall be effective upon the depositing of the notice in the United States mails. The proper mailing address for the purposes of serving notice on the LANDLORD

shall be the Commissioner, Department of Natural Resources, 500 Lafayette Road, St. Paul, Minnesota 55155-4045, and on the TENANT it shall be as stated in the TENANT'S ADDRESS.

27. CONSTRUCTION OF LEASE. If any clause or provision of this lease is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body, the intentions of the LANDLORD and TENANT here is that the remaining parts of this lease shall not be affected thereby.
28. AUDIT. LANDLORD is a State of Minnesota entity. The books, records, documents and accounting procedures and practices of the TENANT (whether in hard copy or electronic format) regarding this Lease shall be subject to reasonable examination by the STATE and/or the State Auditor or Legislative Auditor, as appropriate, during the term of the Lease and for a minimum of six (6) years after the Lease's expiration or termination.
29. BOND FINANCED PROPERTY. If LANDLORD used General Obligation bonds to purchase, construct, or improve the Premises, TENANT agrees to comply with all requirements imposed by the Commissioner of Management and Budget, up to and including furnishing any documents as the Commissioner determines to be necessary, to ensure that interest paid on the General Obligation bonds, if any, used to purchase, construct or improve the Premises is exempt from federal taxation.
30. ADDITIONAL TERMS. See the attached Exhibit A (Map), Exhibit B (Additional Terms), and Exhibit C (Invasive Species), which are made a part of this lease.

IN WITNESS WHEREOF, the parties have set their hands.

**STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES
JOEY A. ROKALA**

By	Date

TENANT (Individual's Name or Name of Entity) City of Grant	
Authorized Signature & Title (If an Entity)	Date

Authorized Signature & Title (If an Entity)	Date

Exhibit A
Map
 Miscellaneous Lease LMIS010708

LEASE PREMISES

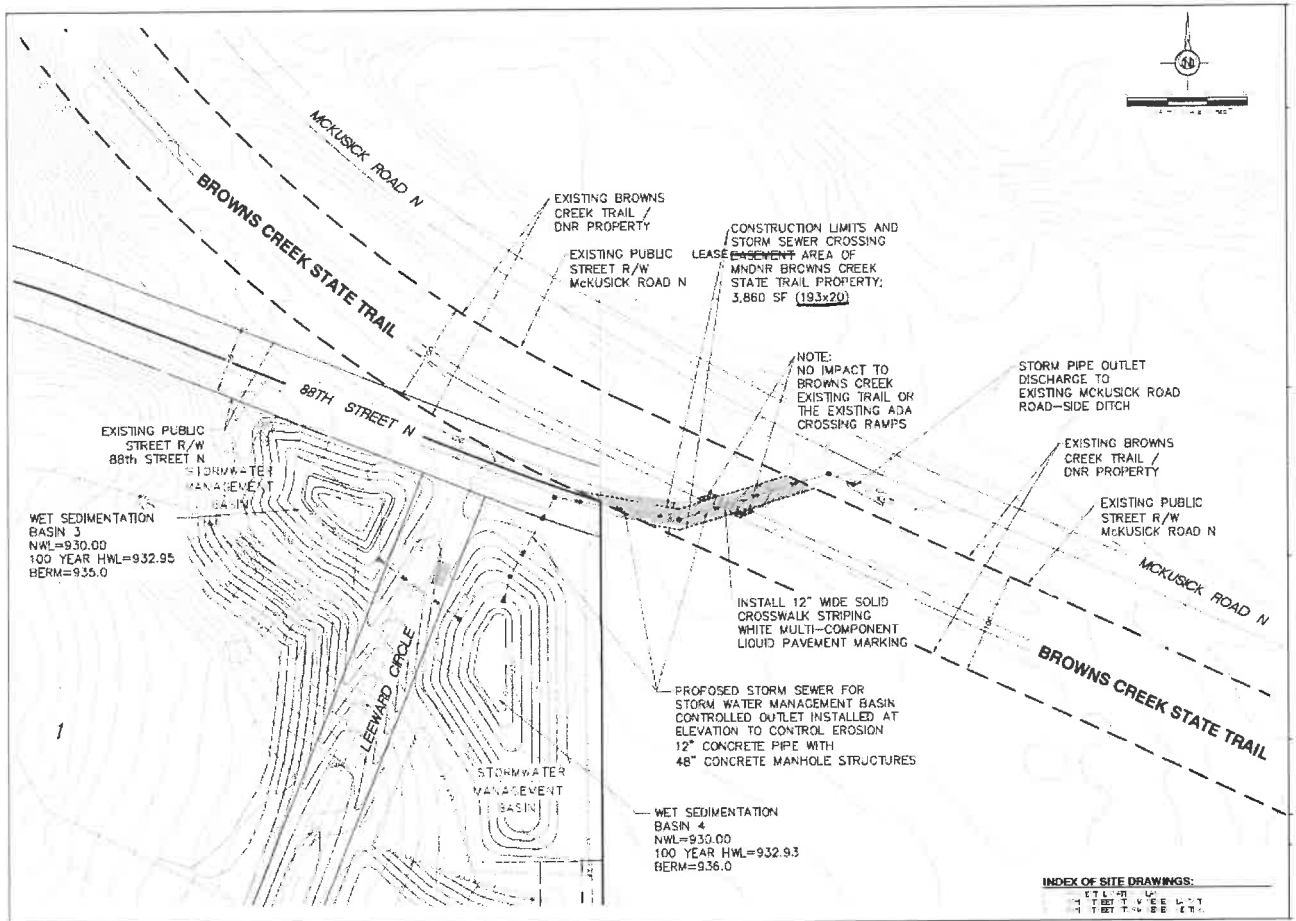


Exhibit B
Additional Terms
Miscellaneous Lease LMIS010708

Terms and Conditions which Apply:

1. During utility installation and maintenance activities, Tenant shall post signs at each construction or maintenance location and from each direction to warn state trail users of construction hazards. Tenant shall conduct utility installation and maintenance activities, so they do not damage the state trail, interfere with state trail use or the safety of the trail users.
2. Vehicles, equipment, or construction materials shall not be piled, parked, or stored within the trail right-of-way.
3. Tenant must contact the LANDLORD's Division of Parks and Trails Area Supervisor at least 10 days prior to the start of installation or maintenance activities. Tenant is not allowed to use heavy equipment on the state trail unless Tenant receives written authorization from the LANDLORD. Any light vehicle use on the state trail must not damage the state trail, must not interfere with state trail use, and must comply with guidelines and instructions from the Department of Natural Resources, Division of Parks and Trails Area Supervisor. At the time of lease issuance, the Department of Natural Resources, Division of Parks and Trails Area Supervisor is Rachel Henzen, phone number is 651-259-5875, email address is rachel.henzen@state.mn.us.
4. Federal and State-listed Rusty Patch Bumble Bees have been observed or documented in the vicinity of the Premises. Minnesota's endangered species law (Minnesota Statutes, section 84.0895) and associated rules (Minnesota Rules, part 6212.1800 to 6212.2300 and 6134) prohibit the Tenant from the taking of threatened or endangered species without a permit. Tenant shall avoid disturbance of the species. Tenant shall coordinate with Landlord and United States Fish & Wildlife Service regarding this rare species.
5. Blanding's turtles, a state-listed threatened species, have been observed or documented in the vicinity of the Premises. To comply with endangered species law, Tenant must enter its project into Minnesota Conservation Explorer to assess the need and adequacy of avoidance, need for surveys, and need for a takings permit. The Tenant shall avoid causing injury or death to Blanding's turtles. If any turtles are in danger during Tenant's activities, Tenant shall ensure the turtles are carefully picked up by their shells using both hands and moved outside the work zone to a safe, nearby location. If on a road, Tenant shall move the turtles off the road and pointing away from the road. Tenant must be familiar with the form and substance of the State-approved Blanding's turtle information sheet and must distribute the information sheet to all of Tenant's employees, agents, and contractors working in the area.
6. The Tenant may not close the state trail right-of-way without prior written approval of the LANDLORD.
7. For maintenance and operations, prior approval must be obtained from the LANDLORD for cutting or trimming of trees with the state trail right-of-way.
8. The Tenant is responsible for repairing any damage to the state trail in a manner satisfactory to the LANDLORD.

Exhibit C

Invasive Species

Miscellaneous Lease LMIS010708

Check all that apply	Last updated March 30, 2023
<input checked="" type="checkbox"/>	Mandatory - (1) Before entering and leaving the site, check clothing, gear, vehicle and equipment (including timber mats) and remove caked mud, dirt clods, and reproductive plant parts (seeds, berries, fruit, cones, flowers or seed stalks, and roots). Using either a power washer or an air compressor is an effective means of cleaning equipment, but is not required unless stated below.
<input type="checkbox"/>	(2) This site is infested with <input type="checkbox"/> spongy moth, <input type="checkbox"/> emerald ash borer, <input type="checkbox"/> other invasive disease or insect _____. Obtain a compliance agreement from USDA APHIS or Minnesota Dept. of Agriculture prior to hauling wood or woody debris off this site. For more information visit http://www.mda.state.mn.us/plants-insects/pest-regulations
<input type="checkbox"/>	(3) This site is infested with <input type="checkbox"/> oak wilt, <input type="checkbox"/> Dutch elm disease, <input type="checkbox"/> sirex wood wasp, <input type="checkbox"/> other invasive plant disease or non-regulated insect _____. <input type="checkbox"/> Girdle the marked trees and leave them on site. <input type="checkbox"/> Do not haul infected trees between April 1st and Nov 1st. <input type="checkbox"/> Other _____.
<input type="checkbox"/>	(4a) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> garlic mustard, <input type="checkbox"/> other invasive plant, <input type="checkbox"/> exotic earthworms. Before starting work, review known infestations with the site administrator. Avoid traveling through or parking in infested areas. Time operations and organize routes of travel to avoid spreading weed seed or infested soil. If mowing hay, be aware of any chemical applications and honor wait times before mowing. Some herbicides are passed through manure into sensitive crop fields. See other restrictions below.
<input type="checkbox"/>	(4b) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> amur or Norway maple, <input type="checkbox"/> peashrub, <input type="checkbox"/> honeysuckle, <input type="checkbox"/> multiflora rose, <input type="checkbox"/> Russian olive, <input type="checkbox"/> other: _____. When cutting: <input type="checkbox"/> chip, <input type="checkbox"/> pile and burn rather than scattering the tops of invasive species.
<input type="checkbox"/>	(5) Using a power washer or air compressor, <input type="checkbox"/> daily, <input type="checkbox"/> weekly, <input type="checkbox"/> monthly; clean all vehicles, equipment and trailers taken on and off site during the snow-free season. Washing may be done at an approved location on site or off site at an appropriate cleaning facility. Avoid letting rinse water run into open bodies of water or native plant communities. Cleaning is not required during frozen conditions.
<input checked="" type="checkbox"/>	(6a) All materials (gravel, fill, mulch, chips, sand, etc.) brought to the site are to be weed and pest free. Sources are to be approved prior to purchase or acquisition.
<input type="checkbox"/>	(6b) Before utilizing the underlying gravel or other earth materials, scrape off the top 6-12" and segregate in an on-site location designated by the site administrator.
<input type="checkbox"/>	(7) Plant or reclaim site within: <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months of end of lease or project. Use weed and pest free native plant and seed mixes. Where available, use certified or local sources. Sources are to be approved prior to purchase and acquisition.
<input type="checkbox"/>	(8) Upon completion of the project or operation, close, obstruct or gate all access routes. If project is inactive for longer than <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months close, obstruct or gate all access routes until project resumes.
<input type="checkbox"/>	(9) When collecting field material (seed, I&D samples, berries, mushrooms, special wood products, etc.) use new clean bags or baskets.
<input type="checkbox"/>	(10) In the case invasive plants become an issue during operations (to be determined by the site administrator), the TENANT agrees to stop operations and gate or otherwise close the site until the infestation can be controlled.
<input checked="" type="checkbox"/>	(11) The TENANT is responsible for controlling noxious weeds on the site. Contact the site administrator and county agricultural inspector for details.
<input type="checkbox"/>	(12) Follow other actions as directed by the site administrator to minimize the introduction and/or spread of invasive species.
<input type="checkbox"/>	(13) Before starting work, review known infestations with site administrator(s). When traveling between multiple sites a day, be sure to start at the site with the fewest number of invasive plants, leaving the most heavily infested site to last. Time operations and site visits to avoid the spread of weed seed.

SUBLEASE

THIS SUBLEASE (the “**Sublease**”), dated as of _____, 2024, is made and entered into by and between Stillwater Oaks Association, a Minnesota nonprofit corporation (the “**Association**”), and the City of Grant, a Minnesota municipal corporation (the “**City**”).

WHEREAS, the City, as tenant, and the State of Minnesota, under the authority and subject to the provisions of Minn. Stat. § 92.50, acting by and through its Commissioner of Natural Resources, as Landlord (the “**Landlord**”) are parties to that certain Miscellaneous Lease dated _____, 2024 (the “**Lease**”) for use of a drainage ditch, installation and use of a stormwater pipe and related drainage facilities approved by the City (the “**Stormwater Facilities**”) on certain real property legally described and depicted in the Lease (the “**Premises**”) that will serve and benefit the adjoining subdivision known as Stillwater Oaks (the “**Subdivision**”); and

WHEREAS, the Association is the governing association of and for the Subdivision, and has on-going operational and administrative responsibility associated with the Subdivision; and

WHEREAS, the Association has caused its governing documents to incorporate the Lease and Sublease to specifically notify its members of the on-going operational and administrative responsibilities associated with Subdivision and the obligations contained within this Sublease; and

WHEREAS, on the terms and conditions stated in this Sublease, the Association desires to sublease from the City, and the City desires to sublease to the Association, the Premises.

NOW THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated herein by reference.

2. **Grant of Sublease.** Subject to the terms and conditions of this Sublease and the Lease, the City hereby subleases to the Association, and the Association hereby subleases from the City, the Premises for the entirety of the Term of the Lease, as the same may be renewed or extended by agreement of the parties and the Landlord.

3. **Incorporation of Lease by Reference.** The terms, covenants and conditions of the Lease are incorporated herein by reference as if fully set forth herein. Every term, covenant and condition of the Lease inuring to the benefit of Landlord shall, in respect of this Sublease and the Premises, inure to the benefit of the City, and every term, covenant and condition of the Lease binding upon or inuring to the benefit of the City shall, in respect of this Sublease and the Premises, be binding upon and inure to the benefit of the Association. As such, the City shall have all the rights, but not the obligations, of Landlord under the Lease and the Association shall have all of the rights and obligations of the City under the Lease, with respect to the Premises including, without limitation, all obligations and responsibility for the maintenance, repair or replacement of the Premises and the Stormwater Facilities located therein.

4. **Use of Subleased Premises.** The Association shall comply with the Lease as well as all laws, ordinances, codes and regulations applicable to its use of the Premises. Use of the Premises

is made available to the Association on an AS IS, WHERE IS and WITH ALL FAULTS basis, without any representation or warranty being made by the City as to the Premises or quality or fitness for the Association's desired use of the Premises.

5. **Assignment and Subletting.** The Association shall not assign this Sublease or further sublet all or any part of the Premises without the prior written consent of the City and the Landlord. Notwithstanding anything to the contrary herein, no assignment of this Sublease or subletting of the Premises shall release the Association from its obligations hereunder.

6. **Association Governance Documents.** The Association shall cause its governing documents, including its Declaration, to reference in perpetuity the Lease and Sublease and shall provide for an operating structure which supports the Association's compliance with the obligations detailed within this Sublease.

7. **Indemnity.** To the fullest extent permitted by law, the Association agrees to indemnify, protect, defend and hold harmless the City, its elected officials and the City's employees, agents and contractors from and against any and all damage, loss, claim, liability and expense including but not limited to attorney's fees and legal costs, incurred directly or indirectly by reason of any claim, suit or judgment related to or arising from either the Association's use or occupancy (including use or occupancy by the Association's employees, officers, directors, agents and contractors) of the Premises or the Association's breach of any of its obligations under this Sublease or the Lease.

8. **Governing Law and Venue.** This Sublease shall be governed by the laws of the State of Minnesota, without reference to its conflict of laws provisions. Any action brought to enforce the terms of this Sublease shall be venued in State or Federal Courts located in Washington County, Minnesota.

9. **Entire Agreement; Severability.** This Sublease, including the exhibits attached hereto, contains the entire agreement between the parties with respect to the subject matter contained herein and all prior negotiations and agreements are merged herein. In the event any provisions of this Sublease are held to be invalid or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Sublease shall remain unaffected.

10. **Amendments and Modifications.** This Sublease may not be modified or amended in any manner other than by a written agreement signed by the party to be charged.

11. **Defined Terms.** All capitalized terms not otherwise defined in this Sublease shall have the definitions contained in the Lease.

12. **Counterparts.** This Sublease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Sublease

delivered by either facsimile or e-mail (including Portable Document Format (PDF)) shall be deemed to have the same legal effect as delivery of an original signed copy of this Sublease.

[Signature Pages Follow]

IN WITNESS WHEREOF, the City and the Association have caused this Sublease to be duly executed on the day and year first above written.

CITY:

CITY OF GRANT,
a Minnesota municipal corporation.

By: Jeff Huber
Its: Mayor

By: Kim Points
Its: City Administrator / Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of _____, 2024, before me, a Notary Public, within and for said County and State, personally appeared Jeff Huber and Kim Points, Mayor and City Administrator / Clerk, respectively, of the City of Grant, a municipal corporation and political subdivision of the State of Minnesota, and that said instrument was signed on behalf of said City of Grant by authority of the City Council of the City of Grant, and Jeff Huber and Kim Points acknowledge said instrument to be the free act and deed of said City of Grant.

Notary Public

ASSOCIATION:

STILLWATER OAKS ASSOCIATION

a Minnesota nonprofit corporation

By: Jason Palmby

Its: President

STATE OF MINNESOTA)

) ss.

COUNTY OF HENNEPIN)

On this ____ day of _____, 2024, before me, a Notary Public, within and for said County and State, personally appeared Jason Palmby, the President of Stillwater Oaks Association, a Minnesota nonprofit corporation, to me personally known, who acknowledged said instrument to be a free act and deed of said person on behalf of the company.

Notary Public

LANDLORD’S CONSENT TO SUBLEASE

State of Minnesota, under the authority and subject to the provisions of Minn. Stat. § 92.50, acting by and through its Commissioner of Natural Resources (“**Landlord**”), and the City of Grant, a Minnesota municipal corporation (the “**City**”) are parties to that certain Miscellaneous Lease dated _____, 2024 (the “**Lease**”) for use of a drainage ditch, installation of a stormwater pipe and related drainage facilities approved by the City (the “**Stormwater Facilities**”) on certain real property legally described and depicted in the Lease (the “**Premises**”). The City desires to sublease the Premises to Stillwater Oaks Association, a Minnesota nonprofit corporation (the “**Association**”), and the Association desires to sublease the Premises from the City, as more particularly described in the Sublease attached hereto and made a part hereof for all purposes (the “**Sublease**”). Landlord hereby consents to the Sublease on the express conditions that: (a) such consent or acceptance of the Sublease shall not be construed as a consent by Landlord to any future assignment of the Lease or sublease of the Premises; (b) the Sublease may not be amended without the prior written consent of Landlord; (c) any termination of the Lease shall automatically terminate the Sublease unless otherwise agreed in writing by Landlord; (d) the Sublease shall at all times be subject and subordinate to the terms and provisions of the Lease; and (e) the execution of this Consent shall not release the City under the Lease; the Association's agreement being solely with the City and not with Landlord.

LANDLORD:

**STATE OF MINNESOTA DEPARTMENT OF
NATURAL RESOURCES**

By: _____
Its: _____



Ordinance No. 2024-81 2024 FEE SCHEDULE FEES, CHARGES, AND ESCROW

CITY OF GRANT

Mailing Address: P.O. Box 577
Willernie, Minnesota 55090
Town Hall: 111 Wildwood Road
Phone: (651) 426-3383
E-mail: clerk@cityofgrant.us

Make checks payable to City of Grant.

Under State and local planning laws, any property owner may petition for rezoning and/or platting. The City, upon receipt of such a petition, will process the application in accordance with the procedures and provisions of the ordinances.

The City charges the petitioner a filing fee for this processing, as well as requiring that he/she pay all costs the City may incur in processing and "hearing" the application. An escrow amount will be required at the time application fees and the application is received by the City's Consultant.

For Each Application	Application Fees	Escrow*	TOTAL
Minor Subdivision	\$400	\$4,000	\$400 plus \$4,000 escrow
Major Subdivision	\$1,000 + \$25 per lot	\$7,000	\$1,000 + \$25 per lot plus \$7,000 escrow
Variance	\$400	\$3,000	\$400 plus \$3,000 escrow
Conditional Use Permit (CUP) (Amended and New) Interim Use Permit (IUP)	\$400	\$3,000	\$400 + \$3,000 escrow
Conditional Use Permit (CUP) Annual Review Fee	N/A		N/A
All other Land Use Issues	\$100	\$1,000	\$100 + \$1,000 escrow
Certificate of Compliance (COC)	\$50	\$900**	\$50 + \$950 escrow**
COC Amendment	\$50	\$200	\$50 + \$200 escrow
Grading Permit Fees	\$150 for 50 - 100 Cubic yards \$300 <100 Cubic Yards	No Escrow \$1500- \$3000 Escrow	Required Dependent upon number of yards

- * Unused escrow amounts will be returned to the applicant.
- * COC Escrow required only for issues that require City Planner analysis or review. Examples include:
 - Accessory buildings in front of the primary structure
 - Projects involving issues related to animal units per grazable acres
 - Buildings meeting the state definition of an "agricultural building"
 - Other complex zoning issues requiring Planner analysis or review
- * For additional information, see also the Escrow Account Policies Form.
- Permits applied for after work has begun will be two times the standard fee.

Below are listed other permits required for various activities in the City of Grant.

Other Permits	Permit Fees
Sign Permit	\$50
Charitable Gambling Operations Permit	\$100

Demolition Permit	\$100
Mann Lake Parking Permit	\$10/resident OR \$50/non-resident
Burn Permits	\$10

Below are listed other fees associated with City services.

False Alarm Fees	Commercial	Residential
False Fire Alarms (Alarms 1-2)	No Charge	No Charge
False Fire Alarms (Alarms 3+)	Actual cost of response Minimum charge: \$50 Maximum charge: \$400	Varies with actual cost

Other False Alarms	Commercial	Residential
Alarms 1-2	No Charge	No Charge
Alarms 3-6	\$60 each	\$50 each
Alarms 7+	\$100 each	\$75 each

Permit/Escrow Fees	Application Fee	Escrow Fee
Qwest	\$200	\$3,000
Comcast	\$200	\$3,000
Koch Pipeline	\$200	\$3,000
Xcel Energy (gas/electric)	\$0	\$0

Liquor License Fees	Fee
On-Sale Liquor	\$2,000
On-Sale Sunday	\$200
On-Sale Beer 3.2	\$200
Off-Sale Liquor	\$200

Miscellaneous Fees	Fee
Subdivision Ordinance-Copy	\$20
Zoning Ordinance-Copy	\$25
Comprehensive Plan-Copy	\$20
Special Assessment	\$20
Dishonored Check	\$40
Copies	.25 per page
Notary Fee – Non-resident	\$5.00
Solicitor's License Fee	\$75
Deed Stamping	\$175
Wetland Review Specialist	\$100/\$500 Escrow
MLCCS Review Fee	\$75
Driveway Permit	\$50
Preapplication Meeting/Planner	\$400

Jeff Huber, Mayor _____

Kim Points, City Clerk



Ordinance No. 2025-83 2025 FEE SCHEDULE FEES, CHARGES, AND ESCROW

CITY OF GRANT

Mailing Address: P.O. Box 577
Willernie, Minnesota 55090
Town Hall: 111 Wildwood Road
Phone: (651) 426-3383
E-mail: clerk@cityofgrant.us

Make checks payable to City of Grant.

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Mann Lake Parking Permit	\$10/resident OR \$50/non-resident
Burn Permits	\$10

<u>Permit/Escrow Fees</u>	<u>Application Fee</u>	<u>Escrow Fee</u>
Qwest		\$3,000
Comcast	\$300	\$3,000
Koch Pipeline	\$300	
	\$300	
Liquor License Fees		
	<u>Fee</u>	
On-Sale Liquor		
On-Sale Sunday	\$2,000	
On-Sale Beer 3.2	\$200	
Off-Sale Liquor	\$200	
	\$200	
Miscellaneous Fees		
Subdivision	\$50	
Ordinance-Copy		
Zoning	\$50	
Ordinance-Copy		
Comprehensive	\$50	
Plan-Copy		
Special	\$25	
Assessment		
Dishonored	\$40	
Check		
Copies	.25 per page	Over 100 Time Based
Notary Fee –	\$5.00	
Non-resident		
Solicitor’s License	\$100	
Fee		
Deed Stamping		
Wetland Review		
Specialist		
MLCCS Review	\$100	
Fee		
	\$300	
Adult Cannabis		
Registration Fee		
Driveway Permit	\$50	

Preapplication Meeting/Planner

\$500

Jeff Giefer, Mayor _____

Kim Points, City Clerk

**CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA**

RESOLUTION NO. 2025-02

A RESOLUTION OF THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA, PROVIDING FOR THE SUMMARY PUBLICATION OF ORDINANCE NO. 2024-81, AN ORDINANCE ESTABLISHING A FEE SCHEDULE FOR THE CITY OF GRANT, MINNESOTA

WHEREAS, On January 7, 2025, at a Regular Meeting of the Grant City Council, by majority vote, the City Council adopted Ordinance No. 2025-83 which establishes the fee schedule for 2025 for the City of Grant; and

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

WHEREAS, the City Council for the City of Grant has determined that publication of the title and a summary of Ordinance No. 2025-83 would clearly inform the public of the intent and effect of the Ordinance; and

WHEREAS, the City Council for the City of Grant has reviewed the summary of Ordinance No. 2025-83 attached and incorporated herein as **Exhibit A**; and

WHEREAS, the City Council for the City of Grant has determined that the text of the summary clearly informs the public of the intent and effect of Ordinance No. 2025-83.

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

1. Approves the text of the summary of Ordinance No. 2025-83 attached as **Exhibit A**.
2. Directs the City Clerk to post a summary publication of Ordinance No. 2025-83 in all public locations designated by the City Council.
3. Directs the City Clerk to publish the summary in the City's legal newspaper within ten days.
4. Directs the City Clerk to file the executed Ordinance upon the books and records of the City along with proof of publication.

Dated this 7th day of January, 2025.

Jeff Giefer, Mayor

ATTEST:

Kim Points, Administrator/Clerk

Exhibit A

Ordinance Summary

Ordinance No. 2025-83

**AN ORDINANCE ESTABLISHING A FEE SCHEDULE
FOR THE CITY OF GRANT, MINNESOTA**

On January 7, 2025 the City of Grant adopted an ordinance amending its annual fee schedule (the "Ordinance"). The Ordinance restated the fee schedule for 2025, with changes and additions from the 2024 Fee Schedule.

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

2025 City of Grant Meeting Calendar

All meetings are at 6:30 pm at Town Hall and via Zoom until further notice.
Land Applications are due approximately 6 weeks before the Council meetings.

Month	City Council Regular Meeting	City Council Workshop Meeting	Special Council Meeting
January	01/07/25		
February	02/04/25		
March	03/04/25		
April	04/01/25		
May	05/06/25		
June	06/03/25		
July	06/24/25		
August	08/05/25		
September	09/02/25		
October	10/07/25		
November	11/03/25		
December	12/02/25		
January	01/06/26		

***Meeting Schedule Subject to Change ***

**City of Grant
2025 Appointment List**

Schedule A

City Council Member Appointments/ Per Council Members	
Deputy Mayor	
Emergency Preparedness	Washington County/City Staff
Metro Council	City Staff
Newsletter Editor	City Staff
Roads Supervisor	KEJ/Staff
Oak Wilt	DNR
Weed Control	Jeff Giefer
Browns Creek Watershed	LHB
Valley Branch Watershed	LHB
Rice Creek Watershed	LHB
Carnelian-Marine Watershed	LHB

Staff and Consultant Appointment/Per Council Members	
Service Providers	
Attorney	Eckberg Lammers
Administrator/Clerk	Kim Points
Engineer	LHB
Inspector	Jack Kramer
Planner	SHC
Treasurer	Sharon Schwarze
Animal Removal	KEJ
City Assessor	Patrick Poshek
City Auditor	LarsonAllen
Brushing	KEJ/Kline Bros./Woodchuck
Depository	First Resource Bank/Wells Fargo
Fire Marshall (Co-Marshalls)	Ken Johnson/Joyce Welander
Roadside Mowing	KEJ
Newspaper	White Bear Press
Recycling	Waste Management
Road Grading	Kline Bros.
Roadside Trash	KEJ
Septic Permits	Washington County
Snow Plowing	KEJ
Tree Service	KEJ/Kline Bros.
Video Technician	Ken Ronnen
Animal Control Liaison	City Office/Washington County Sherrif
Webmaster	Halogen

Investment Advisor	
Volunteer Appointments	
Cable Commissioner	Jeff Giefer/Administrator/Clerk
Ballfield	Administrator/Clerk
Heritage Preservation	Joyce Welander
Roadside Cleanup Day	Administrator/Clerk



PICKUP & ASSOCIATES

Walter E. Pickup, CFP®
Financial Advisor
Executive Officer

Dylan Aeikens, CFP®
Financial Advisor

wpickup@focusfinancial.com
952-997-2103 direct

daeikens@focusfinancial.com
952-997-8949 direct

December 30, 2024

City of Grant

111 Wildwood Road

Willernie, MN 55090

Dear Mayor and Council Members:

We are grateful for the opportunity to manage the city of Grant investment portfolio. We have worked with several organizations like yours over the years and feel we can improve the value and relationship that you have been experiencing. We understand the state guidelines that the portfolio must follow and work with our organizations to provide annual Broker-Certifications along with working side-by-side through annual audits.

If you were to choose us as your Financial Advisors, we would manage the funds in an account with Charles Schwab. This is a national firm that I am sure most of you have heard of and they provide a great investor experience. With using the Charles Schwab platform, it allows for the opportunity of no trade fees, no transaction fees, and non-commissional products. You will experience a management fee for our services based on the assets in the account. If the Charles Schwab portfolio is greater than \$1,000,000 in assets under management the annual fee is 0.70%. If the portfolio falls under \$1,000,000 then the management fee would be 1.00% annually.

Along with this letter we have provided additional proposal information about our team, the services we provide, etc. We would be happy to connect with you if you have further questions.

Lastly, thank you for the consideration of us and the management of the city of Grant investment portfolio. We are excited for the opportunity to work as your partner and provide a value to the city of Grant.

Regards,

Dylan Aeikens, CFP®

Burnsville
350W. Burnsville Pkwy, Suite 575
Burnsville, MN 55337

952-953-4300 main

Montevideo
525 Legion Dr, Suite 2
Montevideo, MN 56265

320 321-0047 main

www.pickupandassociates.com

Investment advisory services and financial planning services offered through Focus Financial Network, Inc. ("FFN") are provided through Osac Wealth, Inc. ("Osac Wealth"). Osac Wealth is a registered investment advisor and is not affiliated with Pickup & Associates. Products and services mentioned here are independent of Osac Wealth.



DYLAN AEIKENS, CFP® Financial Advisor

As a Partner and Advisor at Pickup & Associates, Dylan is committed to helping clients pursue their financial goals. His team specializes in helping clients make prudent, informed decisions regarding the complex financial issues they face. Whether generating retirement income, managing an investment portfolio, or deciding to fund a college education, Dylan understands the myriad of options available and helps clients implement the strategies that work best in their situation.

Dylan grew up on a farm in western Minnesota. While attending Bethel, Dylan played basketball and spent a semester studying in Europe. Upon graduation, he entered the Financial Planning industry. He and his wife Charise have two children, Meredith and Winston. Dylan is grateful for his roots in the farming community and the experiences he has had over the years that help him relate to a wide range of people.

In his free time, Dylan enjoys golfing, traveling, and bonfires with family and friends.

SERVICES



- Comprehensive personal financial planning
- Portfolio analysis and asset allocation
- Investment management
- Tax planning
- Estate planning
- Insurance needs analysis

CLIENT EXPERIENCE



- Ongoing progress reporting
- Partnering with other professionals (accountant and estate planning attorney) to provide expertise and service in each area

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WALTER PICKUP, CFP®

Financial Advisor
Executive Officer

Walter has had the privilege of building relationship with clients for over 30 years. He joined Focus Financial in 1997 after starting his career at another investment firm. He spends most of his day meeting with clients and is grateful to have such a capable team at Pickup and Associates. Walter has seen incredible innovation in technology over the course of his career, and is committed to taking advantage of the best technology available in the industry and making those tools available to clients.

Walter attended high school in the Chicago suburbs. As a teenager, he worked at an Auto Body shop and started to develop an appreciation for classic cars. After high school, Walter continued his studies at Northwestern College in Iowa and at Fuller Seminary in Pasadena, CA. He left the sunshine of southern California in 1990 and has called Minnesota home ever since. His life experiences include a variety of church leadership roles as well as more than 24 years of service as a firefighter.

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PRODUCTS & SERVICES

START PLANNING FOR YOUR FUTURE TODAY

You're never too young to get a head start on your financial planning. Whether you're a college graduate, young professional, or you've been in the workforce for years, enjoy the freedom and peace of mind of personal financial planning with Focus Financial.

Everyone has a financial dream: a new home, family, college fund, or a relaxing retirement traveling abroad. Whatever your future goals are, Focus Financial is here to help you plan smart and invest wisely, so you can enjoy the lifestyle and future you've worked so hard to achieve.

Contact us to start planning you and your family's future!

FINANCIAL PLANNING

Effective financial planning helps manage the certainty in life's many uncertainties. Trust our independent financial advisors to help you understand where you're at, where you want to go, and how you can get there.

ASSET MANAGEMENT

This vital component of our financial planning process helps to build your portfolio through strategic investment decisions. Providing direction, and management of your portfolio, our financial planning advisors will oversee your investment management and guide you towards achieving your goals.

FINANCIAL EDUCATION

Understanding what you need to do is the first step in creating a successful financial plan. A comprehensive education helps build a foundation that will lead to a lifetime of financial success.

INVESTMENTS

- MUTUAL FUNDS, EXCHANGE TRADED FUNDS (ETFs), CLOSED END FUNDS
- CERTIFICATES OF DEPOSIT
- STOCKS, BONDS AND OPTIONS
- VARIABLE AND FIXED ANNUITIES
- REAL ESTATE INVESTMENT TRUSTS (REITS)
- LIMITED PARTNERSHIPS



RETIREMENT PLANS

- 401(K), 403(B), 457, PROFIT SHARING PLANS
- INDIVIDUAL RETIREMENT ACCOUNTS (IRAs), ROTHs
- SIMPLIFIED EMPLOYEE PENSION PLANS (SEPs), AND SIMPLE RETIREMENT PLANS
- NON-QUALIFIED DEFERRED COMPENSATION PLANS



INSURANCE PLANS

- DISABILITY INSURANCE
- FIXED, VARIABLE, AND TERM LIFE INSURANCE
- HEALTH INSURANCE
- LONG-TERM HEALTH CARE INSURANCE
- BUY-SELL POLICIES INCLUDING OVERHEAD EXPENSE PROTECTION
- EMPLOYEE BENEFITS



PLANNING SERVICES

- PERSONAL FINANCIAL PLANNING INCLUDING TAX AND INVESTMENT MANAGEMENT, EDUCATION AND ESTATE PLANNING, AND ASSET PRESERVATION
- BUSINESS PLANNING INCLUDING CASH FLOW, DEBT RESTRUCTURING, VALUATION AND RISK MANAGEMENT



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www.pickupandassociates.com



ABOUT US

OVERVIEW

Advisors in the Focus Financial Network draw on their professional skills and years of experience when tailoring financial plans specific to our client's life circumstances. And when reviewing investment portfolios or providing retirement planning advice, it's all done with an eye toward understanding and achieving their purposes and goals.

We are proud of the lasting relationships we've built with our clients – relationships earned through trust and built on the simple idea on which our firm was founded so many years ago. **Support Advisors and Serve Clients. Better.**

QUICK FACTS

230
ADVISING
PROFESSIONALS

Our network consists of over 230 advising professionals and staff, many of whom have attained the Certified Financial Planner™ designation, with expertise in a variety of practice areas.

TOP
50

We've been consistently recognized as one of the Top 50 Wealth Management Firms¹ by the Minneapolis/St. Paul Business Journal since 2003.

\$6.3B
IN ASSETS

We're one of the nation's largest independent, non-proprietary advisor firms with over \$6.3 billion in assets under management² and 53 branch offices across 6 states.

1. Metro-area wealth management firms ranked by total assets managed.
2. Assets receive periodic management, asset allocation services, or are managed by third parties and are not under continuous management.

Third party rankings and recognitions from rating services or publications are no guarantee of future investment success. Working with a highly rated advisor does not ensure that a client or prospective client will experience a higher level of performance or results. These ratings should not be construed as an endorsement of the advisor or any client one are they representative of any one client's evaluation.

THE THREE GUIDING VALUES AT THE CORE OF OUR FINANCIAL PLANNING FIRM:

CLIENTS FIRST



Being independent, our advisors are free to provide expert financial planning services in the best interest of each client and aligned with their specific goals.

EARN TRUST



Earn the mutual trust of every client and colleague by maintaining the highest level of honesty, integrity, and professionalism.

DELIVER EXPERTISE



Focus Financial advisors are always learning and continually seek opportunities to provide clients with individualized service and greater value.



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Accumulation

Designing a personalized portfolio appropriate to your needs

Ongoing review of your investments

Review of and recommendations on your employer-sponsored retirement plans

Communication

Access to an individual investor web site that tracks your complete picture on an ongoing basis

Periodic meetings to review your financial goals, concerns, accounts and overall situation

Periodic newsletters and economic updates

Protection

Personalized evaluation of potential life and disability insurance needs and coverages

Assessment of life, disability and other coverages available through employer benefit plans



Transfer

Analysis of current estate plan

Complimentary consultation with your attorney in updating your estate plan

Utilization

Analysis of your current and future income needs

Maximizing income strategies to maintain your desired standard of living



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**FOCUS
FINANCIAL®**

PICKUP & ASSOCIATES



Pickup and Associates specializes in helping clients make prudent, informed decisions regarding the complex financial issues they face. Whether it is generating retirement income, managing an investment portfolio, deciding how to fund a child's college education, or some other issue, we understand the options available and help clients find the solution that works best in their situation.

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- Estate planning
- Insurance needs analysis

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- Partnering with other professionals (accountant and estate planning attorney) to provide expertise and service in each area

Walter Pickup, CFP®

*Financial Advisor
Executive Officer
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Dylan Aeikens, CFP®

*Financial Advisor
daeikens@focusfinancial.com*

Stacy Kronberg

*Financial Planning Associate
skronberg@focusfinancial.com*

Darlene Pickup

*Operations Manager
dpickup@focusfinancial.com*

Karen Aamodt

*Office Manager
kaamodt@focusfinancial.com*

Jake Meyer

*Operations Specialist
jmeyer@focusfinancial.com*

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Form ADV Part 2B – Brochure Supplement

Dylan Gary Aeikens CFP®

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Minneapolis, MN 55337
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952-453-4300 main

Corporate Office
1300 Godward Street, Suite 5500
Minneapolis, MN 55413
651-631-8166

July 25th, 2023

This brochure supplement provides information about Dylan Aeikens, your Financial Advisor (“Advisor”) and supplements the Focus Financial Network, Inc. (“FFN”) brochure. You should have received a copy of the brochure. Please contact FFN’s Compliance Department at the number above or email us at compliance@focusfinancial.com to receive a copy of that brochure or to ask any questions about this supplement.

Additional information about your Advisor is available at www.adviserinfo.sec.gov

Item 2 Educational Background and Business Experience

Year of Birth: 1992

Formal Education:

- Bethel University, BA Business Finance, 2013

Business Background:

- Focus Financial Network, Inc. 7/2017 – Present
- Osaic Wealth, Inc., Registered Representative, 6/2023 - Present
- Royal Alliance Associates, Inc., Registered Representative, 7/2017 – 6/2023

Certifications:

Certified Financial Planner™ Professional

CFPs are designated by the CFP Board of Standards. Generally, the requirements are:

- (1) completing coursework on financial planning through a CFP Board Registered Program
- (2) a bachelor's degree or higher (in any discipline) from an accredited college or university.
- (3) completion of either 6,000 hours of professional experience related to the financial planning process, or 4,000 hours of apprenticeship experience. The candidate must also pass the CFP exam which covers topics including the financial planning process and principles, tax planning, income and retirement planning, estate planning, risk management and insurance, among other important topics. The ethics requirement is the final step on the path to CFP certification. It indicates the candidate agrees to adhere to high ethical and professional standards for the practice of financial planning, and to act as a fiduciary when providing financial advice to clients, always putting their best interests first.

Item 3 Disciplinary Information

Investment advisors are required to disclose all material facts regarding any legal or disciplinary events that may be material to your evaluation of each supervised person providing investment advice. There is no information applicable to this requirement.

Item 4 Other Business Activities

Your Advisor is dually registered as an investment advisor representative with FFN and as a registered representative of Osaic Wealth, Inc. ("Osaic Wealth"). In this capacity, he could recommend securities, insurance, or other investment products offered by Osaic Wealth as part of your investment portfolio. If you purchase these products through your Advisor, he will receive compensation in connection with the purchase of such products, including commissions, renewals and service fees, or 12b-1 fees for the sale or holding of these products. Compensation earned by your Advisor in his capacity as a registered representative is separate and in addition to FFN advisory fees. However, you are under no obligation, contractually or otherwise, to purchase these investment and insurance products through any person affiliated with FFN.

Another form of “indirect compensation” may also be paid to your Advisor by sponsors of investment products, programs, or services. This indirect compensation could include entertainment, attendance at events, attendance at education conferences, reimbursements for approved event expenses, investment research, technology support and other resources that assist with your Advisor’s investment business.

Your Advisor is separately licensed as an independent insurance agent. In this capacity, he or she can recommend insurance products and earn commissions if you purchase these products through him. The fees you pay FFN for advisory services are separate and distinct from the commissions earned by your Advisor for insurance-related activities. However, you are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with FFN and have the option to purchase these insurance products through an insurance agent of your choosing.

These activities represent a conflict of interest for your Advisor. FFN maintains a Code of Ethics requiring advisors to always act in your best interest and maintains a supervisory structure to monitor the advisory activities of your Advisor to reduce potential conflicts of interest. While the firm and your Advisor intend to provide recommendations of products and services, they believe are suitable for you, you should carefully evaluate each product or service recommendation based on your own financial situation, risk tolerance and investment objectives.

Item 5 Additional Compensation

Refer to the *Other Business Activities* section above for disclosures on your Advisor’s receipt of additional compensation as a result of his other business activities.

Also, refer to the *Fees and Compensation, Client Referrals and Other Compensation, and Other Financial Industry Activities and Affiliations* section(s) of Focus Financial’s firm brochure for additional disclosures on this topic.

Item 6 Supervision

Supervision and oversight of activities conducted through FFN is directed by Stephanie Hartmann CCO. She can be contacted at (651) 631-8166. The CCO or her delegated supervisors review transactions conducted in clients’ accounts. Additionally, all account information required to establish an account for a client must flow through the CCO or delegated supervisors.

Because Dylan is a dually registered agent of FFN and Osaic Wealth, Osaic Wealth has certain supervisory and administrative duties.

If you have any concerns about the appropriateness of the recommendations provided to you, please contact FFN’s CCO.

Focus Financial Network, Inc. is registered with the Securities and Exchange Commission as an investment adviser and, as such, we provide advisory services rather than brokerage services. Brokerage and investment advisory services and fees differ and it is important for you, our client, to understand the differences. You'll find free and simple tools are available to research firms and financial professionals at [Investor.gov/CRS](https://www.investor.gov/CRS), which also provides educational materials about broker-dealers, investment advisers, and investing.

What investment services and advice can you provide me?

We offer the following investment advisory services to retail investors through our network of financial advisors. Below is a description of those services:

Our advisory services include, but are not limited to, discretionary and non-discretionary investment advisory services (including investment portfolio monitoring and review of accounts), "wrap fee" programs (an account where no separate transaction charges apply and a single fee is paid for advisory services and trading costs), third-party advisory services, retirement plan consulting and asset allocation services, and financial planning.

When you use our advisory services, you will have access to a variety of investments in a portfolio of accounts. As part of these services, we will discuss your overall financial goals, design a strategy, offer you advice on a regular basis, review your investment options, regularly monitor your account, and meet with you at least annually. You will need to meet minimum investment requirements—which vary by program. Some programs require you keep a portion of your account in cash, which could be a disadvantage. Working with your advisor, you will choose an asset management account with either discretionary or non-discretionary investment advisory services.

With a **discretionary** asset management account, you give authority for our firm, another investment manager, or your financial advisor to purchase and sell investments on your behalf. You do not decide on each investment and you do not need to approve each transaction.

With a **non-discretionary** asset management account, your financial advisor will make recommendations to purchase and sell investments, but you decide on each investment and you must approve each transaction.

Financial Planning is an advisory service where you and your financial advisor discuss your financial goals, needs and values. You will receive a financial planning analysis which includes recommendations that align with your goals and needs. You will also be offered advice on a regular basis and together, we will periodically monitor your progress relative to your goals.

When using our advisory services, monitoring your investments, including asset allocation, holdings, time horizons and risk tolerance is offered as part of our standard services and is provided at least annually. However, in limited scope consulting or advisory engagements, we will not provide ongoing monitoring.

We provide advice on various types of investments. Our services are not limited to a specific type of investment or product. However, our advice only covers investments that are allowed according to the terms of each advisory program.

For more detailed information regarding our services, fees and other disclosures, please see Items 4, 7, and 8 of our Form ADV Part 2A Brochure by clicking this link <https://adviserinfo.sec.gov/firm/brochure/116140>.

Questions to Start a Conversation - ask your financial advisor:

- Given my financial situation, should I choose an investment advisory service? Why or Why Not?
- How will you choose investments to recommend to me?
- What is your relevant experience, including your licenses, education and other qualifications?
- What do these qualifications mean?

What fees will I pay?

We want you to understand what you will pay for services.

For many advisory services, you will pay an ongoing asset-based fee, which is based on a percentage of your account value. The exact percentage you pay considers factors such as the size of your portfolio of accounts, services you receive and the complexity of your situation. Because of that, the amount you pay will generally increase with the value of your account, and we have an incentive to encourage you to increase assets in your account. The asset-based fee is generally paid and deducted from your account in advance on a quarterly basis reducing the value of your account.

For wrap fee programs, the asset-based fee will include most transaction costs and custody services, and as a result wrap fees are typically higher than non-wrap advisory fees. For non-wrap fee programs, there are asset-based fees for investment advice and separate transaction fees are charged by the custodian.

When utilizing a third-party money manager, we will receive a portion of the advisory fee charged by the third-party manager in lieu of our asset-based fee.

Custodians also charge account maintenance and services fees. Some investments (such as mutual funds, ETFs and variable annuities) impose additional fees (e.g. management fees and other fund expenses) that will reduce the value of your investment over time. We do not receive any part of these mutual fund fees and no part of transaction fees. You will also pay for additional services you request, such as wire transfers or overnight checks. When using our advisory services, the only income to the firm is the advisory fee.

When you use our financial planning services, you will either pay a fixed dollar amount, hourly rate or it will be included in your asset-based fee. The amount will vary based on the complexity of your personal situation and the advice you are seeking. These

fees will be paid either monthly, quarterly or annually and generally in advance.

You will pay fees and costs whether you make or lose money

For more detailed information about our fees and costs related to our management of your account, please see Items 5 and 6 in our ADV Part 2A Brochure by clicking this link <https://adviserinfo.sec.gov/firm/brochure/116140>

on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying.

Questions to Start a Conversation - ask your financial advisor:

- Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?

What are your legal obligations to me when acting as my investment adviser? How else does your firm make money and what conflicts of interest do you have?

When we act as your investment adviser, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the investment advice we provide you. Here are some examples to help you understand what this means.

- The custodians we use to custody your assets provide from time to time support services and/or reduced costs which is a benefit to our firm.
- Product sponsors periodically pay or reimburse us for various costs for client events and advisor education meetings.

For more detailed information about our conflicts of interest please see Items 5, 10, 12 and 14 of our Form ADV Part 2A Brochure by clicking this link <https://adviserinfo.sec.gov/firm/brochure/116140>

- Certain persons providing investment advice on behalf of our firm provide accounting services. Compensation earned by these accountants is separate and in addition to our advisory fees.

It is important to note that securities do involve risk and you may lose money. Please consult available offering documents for any security we recommend, for a description of risks associated with the product. We can provide those documents to you or help you to find them.

Questions to Start a Conversation - ask your financial advisor:

- How might your conflicts of interest affect me, and how will you address them?

How do your financial professionals make money?

Our financial advisors are compensated differently depending on their affiliation with us and the type of services they provide you.

- With investment advisory services your financial advisor receives a percentage of any advisory fee you pay.
- Our financial advisors can offer both brokerage and advisory services. With brokerage services, your financial advisor receives a percentage of the commission you pay if you purchase a commission-based investment and/or insurance product and this presents an inherent conflict of interest.
- Some financial advisors receive a salary and incentive compensation.
- The percentage of payments above varies based on the amount of revenue your financial advisor generates annually,

number of clients and assets under management.

- Some of our financial advisors receive gifts and entertainment from sponsors of product we offer.

Since our financial advisors are compensated for the services they provide you, this presents an inherent conflict of interest.

Some of our financial advisors have conflicts of interest beyond those disclosed by us, including the potential to receive loans, expense reimbursement, and incentives for adding assets to a particular platform. Your financial advisors will discuss these material conflicts of interests with you.

Do you or your financial professionals have legal or disciplinary history?

Yes, some of our financial advisors do. We encourage you to visit [Investor.gov/CRS](https://investor.gov/CRS) for a free and simple search tool to research us and your financial advisor.

Questions to Start a Conversation - ask your financial advisor:

- As a financial professional, do you have any disciplinary history? For what type of conduct?

You can find additional information about our advisory services at <https://adviserinfo.sec.gov/firm/brochure/116140>. You may also call 1-888-631-8166 and ask for the Supervisory Department to request another copy of this form.

Questions to Start a Conversation - ask your financial advisor:

- Who is my primary contact person? Is he or she a representative of an investment adviser or a broker-dealer?
- Who can I talk to if I have concerns about how this person is treating me?

Ehlers Fee Schedule and Standard of Care

<u>ASSETS UNDER MANAGEMENT</u>	<u>ANNUALIZED RATE</u>
Less than \$5 million	0.250%
Over \$5 million, but less than \$10 million	0.225%
Over \$10 million, but less than \$15 million	0.200%
Over \$15 million, but less than \$20 million	0.175%
Over \$20 million, but less than \$25 million	0.150%
More than \$25 million	0.125%

Our standard of care is summarized below.

"Ehlers' fiduciary responsibility is to you and you alone. We will always place your interests first, delivering investment advisory solutions that fulfill your needs as cost-effectively as possible, and provide maximum benefit to your community. We adhere strictly to the prioritized principles of safety, liquidity, and yield. We have no investment banking affiliation; no brokerage activities and we do not maintain a securities inventory from which we would engage in principal trading activities. Our interests are always aligned with yours."



Expanding our Relationship with:
The City of Grant, MN

Your Partners in Public Finance: *It's who we are.*

Fiercely Independent. Fully Integrated.



Working as one team for your benefit.

About Ehlers' Investments

- SEC Registered Investment Adviser (est. 2007)
- More than \$2.5 billion Assets Under Management
- 225+ clients & 370+ Separately Managed Accounts
- Focus = Client-centric Fixed Income Solutions

**Bond Proceeds &
Escrow Bidding
Agent**

**Investable Cash
Assets**

**Banking Services
Evals & RFPs**

Why Ehlers Investments?

WE INTEGRATE INVESTMENTS INTO OUR EXISTING ADVISORY RELATIONSHIP

- We think about how the city functions as a whole, not just how your portfolio is performing
- Team of collaborative experts to navigate all facets of public finance
- Unique insights and assistance with best practices and policies

COMMITMENT TO CLIENT SERVICE

- Responsive - What you need, when you need it
- 100% local presence for all team members - we're there for you

WE'RE MORE THAN JUST INVESTMENTS

- Roll our sleeves up on cash forecasting - We get it and work closely with you
- Review of banking and custody relationships & treasury management practices, including assistance with requests for proposals
- Full reporting suite that consolidates all holdings, regardless of custodian - we assist you with customization and presentation to governing bodies

Investments: *A Natural Relationship Extension*

Experienced partner
entirely focused on
cities just like you

General assets &
bond proceeds
investing +
arbitrage

Easy to use
reporting tools &
generation

Passionate about
client service -
we've been in your
chair

Preferred Custodial
Relationships &
Pricing

Cash flow
forecasting, banking
& treasury
management
consulting

Reporting: *Online Customization & Analysis*



City
Consolidated

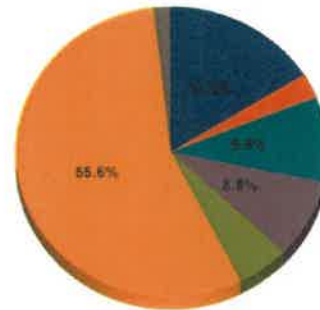
Portfolio Overview

US Dollar
1/31/2023

Weighted Averages

Average Yield	4.61
Average Maturity	1.23
Average Coupon	1.82
Average Duration	1.32
Average Moody	Aa1
Average S&P	AA
Average Fitch	Not Rated

Fixed Income Allocation



Fixed Income Totals

Par Value	11,247,000
Market Value	10,946,806.44
Total Cost	10,881,173.74
Net Gain/Loss	65,632.70
Annual Income	203,015.40

Security Type	Market Value	% Fixed Income	% Assets
MUNICIPAL BONDS (USD)	1,778,576.15	16.2	14.9
GOVERNMENT BONDS (USD)	301,611.46	2.8	2.5
TREASURY BILLS (USD)	1,034,851.21	9.5	8.6
CERTIFICATES OF DEPOSIT (USD)	961,596.79	8.8	8.0
COMMERCIAL PAPER (USD)	596,780.40	5.5	5.0
GOVERNMENT AGENCIES (USD)	6,082,824.43	55.6	50.8
MUNICIPAL BONDS - ZERO CPN	190,566.00	1.7	1.6
Fixed Income Total	10,946,806.44	100.0	91.5



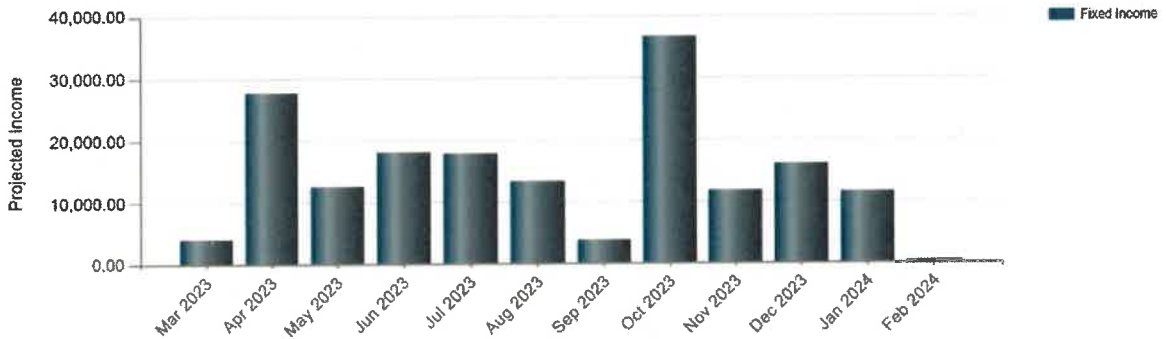
Reporting: *Online Customization & Analysis*



City Consolidated

Income Projection

US Dollar
3/1/2023 - 2/8/2024



	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Nov 2023	Dec 2023	Jan 2024	Feb 2024
Fixed Income	4,096.24	27,823.25	12,589.44	18,182.29	17,872.58	13,337.34	3,823.89	36,688.70	11,775.82	16,080.19	11,530.29	455.75
MUNICIPAL BONDS (USD)	281.60	353.88	7,843.99	1,769.15	9,756.50	914.30	281.60	353.88	7,619.15	1,769.15	9,756.50	455.75
GOVERNMENT BONDS (USD)	0.00	0.00	0.00	0.00	192.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CERTIFICATES OF DEPOSIT (USD)	1,302.14	1,029.79	1,728.58	13,481.58	1,368.58	1,401.79	1,029.79	1,728.58	1,389.79	13,154.79	1,773.79	0.00
GOVERNMENT AGENCIES (USD)	2,512.50	26,439.58	3,016.88	2,931.56	6,556.00	11,021.25	2,512.50	34,606.25	2,766.88	1,156.25	0.00	0.00
Total	4,096.24	27,823.25	12,589.44	18,182.29	17,872.58	13,337.34	3,823.89	36,688.70	11,775.82	16,080.19	11,530.29	455.75
Grand Total	174,255.79											



Our Process: *Seamless Client Transition*



Investment Policy

Review & Update
Recommend Best Practices



Cash Forecast

Identify Core & Liquid Funds
Monthly Investment Cash
Forecast



Investment Plan

Establish Portfolio
Recommendations
Produce Predictable Income



Banking & Treasury Management

Analyze Current Relationships
Recommendations for Updates

Cash Flow & Balances: *Our Insight*

We See the Whole Picture



Review historical cash flow
Diagnose any large variances
Identify existing balances and restrictions

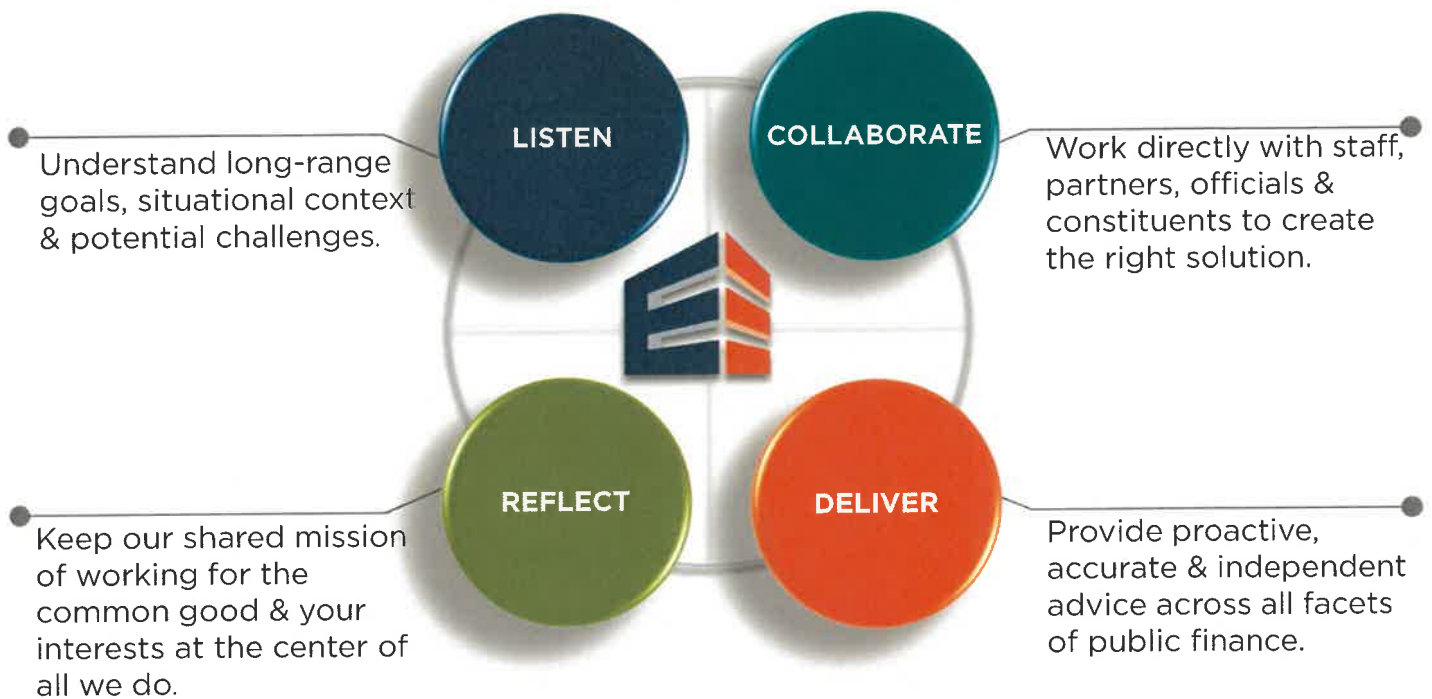


Understand financial profile
Revenue & expense drivers and risk factors
Targeted cash balances by fund type



Review all cash management options, including bank balances
Minimize opportunity cost of idle cash
Provide sufficient liquidity for operational and capital needs

Consider Ehlers: *We Are Client Value Defined.*



We would be privileged to expand our relationship with the City of Grant!

Important Disclosures

Ehlers is the joint marketing name of the following affiliated businesses (collectively, the “Affiliates”): Ehlers & Associates, Inc. (“EA”), a municipal advisor registered with the Municipal Securities Rulemaking Board (“MSRB”) and the Securities and Exchange Commission (“SEC”); Ehlers Investment Partners, LLC (“EIP”), an SEC registered investment adviser; and Bond Trust Services Corporation (“BTS”), a holder of a limited banking charter issued by the State of Minnesota.

Where an activity requires registration as a municipal advisor pursuant to Section 15B of the Exchange Act of 1934 (Financial Management Planning and Debt Issuance & Management), such activity is or will be performed by EA; where an activity requires registration as an investment adviser pursuant to the Investment Advisers Act of 1940 (Investments and Treasury Management), such activity is or will be performed by EIP; and where an activity requires licensing as a bank pursuant to applicable state law (paying agent services shown under Debt Issuance & Management), such activity is or will be performed by BTS. Activities not requiring registration may be performed by any Affiliate.

This communication does not constitute an offer or solicitation for the purchase or sale of any investment (including without limitation, any municipal financial product, municipal security, or other security) or agreement with respect to any investment strategy or program. This communication is offered without charge to clients, friends, and prospective clients of the Affiliates as a source of general information about the services Ehlers provides. This communication is neither advice nor a recommendation by any Affiliate to any person with respect to any municipal financial product, municipal security, or other security, as such terms are defined pursuant to Section 15B of the Exchange Act of 1934 and rules of the MSRB. This communication does not constitute investment advice by any Affiliate that purports to meet the objectives or needs of any person pursuant to the Investment Advisers Act of 1940 or applicable state law.

CITY OF GRANT
MINUTES

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DATE : December 3, 2024
TIME STARTED : 6:31 p.m.
TIME ENDED : 7:31 p.m.
MEMBERS PRESENT : Councilmember Carr, Rog, Giefer, Cornett and Mayor Huber
MEMBERS ABSENT : None

Staff members present: City Attorney, Christina Benson; City Planner, Jennifer Haskamp; City Treasurer, Sharon Schwarze; and Administrator/Clerk

CALL TO ORDER

The meeting was called to order at 6:31 p.m.

PUBLIC INPUT

Ms. Tina Lobin, came forward and thanked Tom Carr for his service and helping her. She noted there is a patch of tress that are interfering with school busses and residents have to help pull out the bus. She stated she can't believe the Council allowed a CUP for Arc Paving and it should never have been passed. She asked that the City put the PC back in place and put a emergency team together. She resigned from the Fire Warden position and requested Jeff Schafer be appointed. She stated she deserves an apology from the two men that were elected.

Mr. Jeff Schafer, 8688 Jamaca Ave. N, came forward and thanked Tom Carr for his 22 plus years of service to the City. He noted he always appreciated Mr. Carr's historical knowledge. He congratulated those that were elected and stated he will appreciate a more resident driven Council.

Ms. Celia Wirth, Brown's Creek Watershed District, came forward and thanked the Council for their support in appointing her to the Board. She noted the project the Watershed District is working on and have completed. She stated they are beginning work on updated the Watershed Management Plan.

PLEDGE OF ALLEGIANCE

SETTING THE AGENDA

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

CONSENT AGENDA

November 2024 Bill List, \$107,740.00

Approved

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November 4, 2024 City Council Meeting Minutes Approved

City of Stillwater, 2nd Half Fire Contract, \$93,328.50 Approved

City of Mahtomedi, 4th Quarter Fire Contract, \$42,583.00 Approved

Washington County Sheriff’s Department, 2nd Half Services, \$91,720.90 Approved

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

STAFF AGENDA ITEMS

City Engineer, Brad Reifsteck (no action items)

City Planner, Jennifer Haskamp

PUBLIC HEARING, Consideration of Ordinance No. 2024-82, Adult Cannabis – City Planner Haskamp advised the City Council adopted a moratorium by Ordinance 2023-73 prohibiting the operation of cannabis businesses in the City. The moratorium is set to expire on December 31, 2024 consistent with Minnesota State Statute requirements. The purpose of the moratorium was to provide the City time to study and prepare an ordinance to address cannabis businesses as defined by Minnesota State Statutes Chapter 342.

City Planner Haskamp stated the Draft Ordinance includes two components: 1) Registration of Cannabis and Hemp Businesses in the City; and 2) Cannabis and Hemp Business Zoning Regulations. The State Statute provides specific standards and requirements which the City must follow, and the ordinance must be drafted for compliance with rules established within Minnesota State Statutes Chapter 342. A summary of each ordinance component is provided:

1) ADD: Chapter 5 Cannabis and Hemp Business Registration

Minnesota State Statutes Chapter 342 allows cities to adopt registration requirements for all Cannabis and Hemp Businesses. The Registration can be applied to all Cannabis and Hemp Businesses, and Registration must be granted if a business demonstrates compliance with the City’s adopted ordinances and the State Statutes and Rules. The State Statutes specifically states that Cannabis Retail operations (dispensaries) can be capped at 1 Registration per 12,500 in population, rounded to the nearest whole number. Given the population of the City of Grant, the draft ordinance restricts the maximum number of Retail Registration to one (1). All other Cannabis Business license types and activities may be required to Register, but that the number of such registrations cannot be capped.

2) AMEND: Chapter 32 Zoning, to add Definitions, amend the Table of Uses and add Section 32-355 Cannabis and Hemp Business Regulations.

1
2 Minnesota State Statutes Chapter 342 establishes that Cities may address time, manner and
3 location of Cannabis and Hemp Businesses within their communities, with certain restrictions. To
4 that end the following summary of the ordinance draft is provided:
5

- 6 • Definitions: Cannabis and Hemp business uses and activities are added to the definitions.
7 The definitions are not the License Types issued by the OCM (staff will present more on
8 the difference at the December meeting).
- 9 • Table of Uses: The table of uses is amended to include the Cannabis and Hemp Business
10 uses. It should be noted that recommended policy is to follow the permitting process of
11 similar non-cannabis uses in the community. For example, Cultivation is a permitted used
12 in most districts. Therefore, Cannabis Cultivation is required to obtain a Certificate of
13 Compliance so that staff can confirm that all performance standards are met but the
14 permitting process is not overly onerous when compared to other agricultural production
15 that is simply permitted.
- 16 • Performance Standards are established specifically for Cultivation activities and any
17 Retail use including businesses that include a retail endorsement that is intended to be
18 exercised in conjunction with cultivation activities. A summary of the standards include:
 - 19 ○ 1,000 feet of separation between all Cannabis Business, with an exception for
20 operators that are only participating in cultivation activities.
 - 21 ○ Minimum Retail Dispensary setback of 1,000 feet from Schools and 500 feet from
22 Residential Treatment Facilities (this is the maximum permitted by State Statute).
 - 23 ○ Increased setback for any outdoor cultivation area from adjacent residential uses.

24
25 Staff requests discussion from the City Council and recommends approval of the draft Ordinance and
26 the summary publication. It should be noted that the Minnesota Rules with respect to Cannabis and
27 Hemp Businesses are expected to be adopted in the Sprin of 2025. Once the rules are adopted it is
28 likely that amendments to the draft ordinance will be required. However, given that the moratorium
29 expires at the end of the year, an Ordinance must be put in place in the event early mover licenses are
30 granted by the State.
31

32 City Planner Haskamp noted the City can consider increasing size of lots that would be allowed to
33 have cannabis but it has been stated that the City needs to treat this like a similar business or it could
34 be challenged. Minnesota State rules will have very tough security standards and will be regulated at
35 the State level. Two acres is the largest cannabis area allowed by the State and the area allowed is
36 determined by the type. Screening from the ROW is a licensure issue and screening from residential
37 properties is determined by the City. The Sheriff's Department may be will to do compliance checks
38 and operating times are set by State Statute.
39

40 **Council Member Rog moved to open the public hearing at 7:18 p.m. Council Member Giefer**
41 **seconded the motion. Motion carried unanimously.**
42

43 Mr. Wayne Sarrapo, 8770 105th St., came forward and stated he is always impressed with the City
44 Planner and he has no concerns about the ordinance.
45

1 Council Member Giefer moved to close the public hearing at 7:20 p.m. Council Member Rog
2 seconded the motion. Motion carried unanimously.

3
4 Council Member Cornett moved to approve Ordinance No. 2024-82, as presented. Council
5 Member Giefer seconded the motion. Motion carried with Council Member Rog voting nay.

6 Consideration of Resolution No. 2024-20, Ordinance Summary Publication of Ordinance No.
7 2024-82 – Staff advised Resolution No. 2024-20 allows for summary publication of Ordinance No.
8 2024-82.

9 Council Member Giefer moved to adopt Resolution No. 2024-20, as presented. Council
10 Member Cornett seconded the motion. Motion carried unanimously.

11
12 City Attorney, Nick Vivian (no action items)

13 **NEW BUSINESS**

14 A. Consideration of Resolution No. 2024-21, Final 2025 Budget – City Treasurer Schwarz outlined
15 the final budget noting it is the same as the preliminary budget. The 2024 Budget is in the amount
16 of \$2,058,466.

17 Council Member Rog moved to adopt Resolution No. 2024-01, as presented. Council Member
18 Giefer seconded the motion. Motion carried unanimously.

19
20 B. Consideration of Resolution No. 2024-22, Final 2025 Levy – City Treasurer Schwarze advised
21 the final levy is in the same amount as the preliminary. The 2025 final levy certification is in the
22 amount of \$1,507,910.

23
24 Council Member Rog moved to adopt Resolution No. 2024-22, as presented. Council Member
25 Cornett seconded the motion. Motion carried unanimously.

26 C. Consideration of Resolution No. 2024-23, 2025 Liquor License, Mogrow Inc. – Council
27 Member Cornett moved to adopt Resolution No. 2024-23, as presented. Council Member
28 Giefer seconded the motion. Motion carried unanimously.

29 D. Consideration of Resolution No. 2024-24, 2025 Liquor License, Cozzie’s Tavern Inc. –
30 Council Member Cornett moved to adopt Resolution No. 2024-24, as presented. Council
31 Member Giefer seconded the motion. Motion carried unanimously.

32 E. Consideration of Resolution No. 2024-25, 2025 Liquor License, Dellwood Barn Weddings,
33 LLC – Council Member Cornett moved to adopt Resolution No. 2024-25, as presented. Council
34 Member Giefer seconded the motion. Motion carried unanimously.

35 F. Consideration of Resolution No. 2024-26, 2025 Liquor License, Schones’s Inc. – Council
36 Member Cornett moved to adopt Resolution No. 2024-26, as presented. Council Member
37 Giefer seconded the motion. Motion carried unanimously.

38 G. Consideration of Resolution No. 2024-27, 2025 Liquor License, Loggers Trail Golf Club –
39 Council Member Cornett moved to adopt Resolution No. 2024-27, as presented. Council
40 Member Giefer seconded the motion. Motion carried unanimously.

1 **F. Consideration of Resolution No. 2024-28, 2025 Liquor License, Applewood Hills LLC –**
2 **Council Member Cornett moved to adopt Resolution No. 2024-28, as presented. Council**
3 **Member Giefer seconded the motion. Motion carried unanimously.**

4
5 **UNFINISHED BUSINESS**

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

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

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

9
10 **COMMUNITY CALENDAR DECEMBER 4 THROUGH DECEMBER 31, 2024:**

11 **Mahtomedi Public Schools Board Meeting, Thursday, December 12th, Mahtomedi District**
12 **Education Center, 7:00 p.m.**

13 **Stillwater Public Schools Board Meeting, Thursday, December 12th, Stillwater City Hall, 7:00**
14 **p.m.**

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

16 **Christmas Day, December 25, 2024**

17
18 **ADJOURNMENT**

19 **Council Member Giefer moved to adjourn at 7:31 p.m. Council Member Cornett seconded the**
20 **motion. Motion carried unanimously.**

21
22
23 **These minutes were considered and approved at the regular Council Meeting January 7, 2025.**

24
25
26
27
28
29 **_____
Kim Points, Administrator/Clerk**

Jeff Giefer, Mayor

RESOLUTION NO. 2025-03

**A RESOLUTION ACCEPTING RESIGNATION OF JEFF GIEFER
AND DECLARING A VACANCY ON THE GRANT CITY COUNCIL**

WHEREAS, Jeff Giefer is a sitting Councilmember on the Grant City Council with a term that expires in 2026.

WHEREAS, as the result of the 2024 November General Election, Jeff Giefer was duly elected to serve as the Mayor of the City of Grant.

WHEREAS, a sitting Mayor cannot also maintain his or her seat as a sitting Councilmember.

WHEREAS, Jeff Giefer desires to serve as the Mayor of the City of Grant and accordingly, has resigned his Councilmember position effective January 7, 2025 when he will be sworn in to serve as the Mayor of the City of Grant.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANT, MINNESOTA AS FOLLOWS:

1. The City Council accepts Jeff Giefer's resignation as Councilmember to permit him to serve as Mayor.
2. The Council declares that a Councilmember vacancy exists on the City Council effective on January 7, 2025.

Adopted by the City Council of Grant, Minnesota this 7th day of January, 2025.

Mayor

Attested:

City Clerk

City Council Report for December 2024

To Kim Points City Clerk

From: Jack Kramer Building Official

City Code Violations:

1. Cedar Ridge Residential Treatment Center 11400 Julianne Ave. N. Violation of Conditional Use Permit issued April 1,1997 and amended January 5,2016.

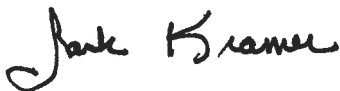
a. The City has received complaints that staff are allowing individuals to be admitted that are dangerous and are allowed to the facility grounds unsupervised.

I sent a letter dated December 10,2024 regarding the violation.

Building Permit Activity:

1.Twenty-Six (26) Building Permits have been issued for a total valuation of \$ 1,706,320.97.

Respectfully submitted,



Jack Kramer

Building Official

2024-280	Pole Bldg.	Simonet	10555-83rd. Ct. N	11/19/2024	\$	48,000.00	\$	624.05
2024-281	Furnace	Hendel	8120 Ingberg Ct. N.	11/20/2024	N/A		\$	80.00
2024-282	Sewer Line Repair	Schweitz	9750 Joliet Ave. N.	11/21/2024	N/A		\$	80.00
2024-283	House & Garage	Weatherby	7330 Lone Oak Trail N.	11/21/2024	\$	957,000.00	\$	5,404.45
2024-284	Boiler	Kath	9053 Joliet Ave. N.	11/21/2024	N/A		\$	80.00
2024-285	Re-Roof	Erikson	8575 Joliet Ave. N.	11/21/2024	N/A		\$	265.25
2024-286	New Home Plumbing	Carlson	7338 Lone Oak Trail N.	11/22/2024	N/A		\$	80.00
2024-287	Interior Remodel	David Hardware	10990-60th. St. N.	11/22/2024	\$	107,850.00	\$	1,038.55
2024-288	Cell Tower Modification	New Cingular Wireless	8380 Kimbro Ave. N.	11/22/2024	\$	25,000.00	\$	391.75
2024-289	Windows	Coppini	10136-67th. St. N.	11/22/2024	\$	5,346.00	\$	125.30
2024-290	Gas Line to Generator	Smith	7375 Inwood Way. N.	11/25/2024	N/A		\$	80.00
2024-291	Furnace	Mestad	11555 Hillcrest Ct. N.	11/26/2024	N/A		\$	80.00
2024-292	Entry Door	Meinen	21390 Jody Ave. N.	11/27/2024	\$	10,342.97	\$	195.25
2024-293	House & Garage	Hillukka		11/28/2024	\$	527,100.00	\$	3,233.75
2024-294	Plumbing New Home	Hillukka		11/28/2024	N/A		\$	80.00
2024-295	HVAC New Home	Hillukka		11/28/2024	N/A		\$	80.00
2024-296	Gas Fireplace	Domin	11535 Greenelefe Ave. N.	12/2/2024	N/A		\$	80.00
2024-297	Furnace	White	7530 Leeward Ave. N.	12/2/2024	N/A		\$	80.00
2024-298	Plumbing Remodel	Homestead Road	9515-83rd. St. N.	12/4/2024	N/A		\$	80.00
2024-299	Foundation Repair	Lanasa	8280-114th. St. N.	12/4/2024	\$	14,000.00	\$	237.25
2024-300	Furnace	Bruner	8432-80th. St. N.	12/4/2024	N/A		\$	80.00
2024-301	Drain Tile	Moychan	9515-83rd. St. N.	12/5/2024	\$	11,682.00	\$	209.25
2024-302	Gas Fireplace	Domin	11635 Greenelefe Ave.	12/5/2024	N/A		\$	80.00
2024-303	Furnace	Curtis	11020-60th. St. N.	12/6/2024	N/A		\$	80.00
2024-304	Boiler	haugen	6352 Jasmine Ave. N.	12/15/2025	N/A		\$	80.00
2024-305	Plumbing New Home	Wellman	7430-73rd. St. N.	12/17/2024	N/A		\$	80.00
Monthly total					\$	1,706,320.97	\$	13,004.85