

**City of Grant  
City Council Agenda  
August 6, 2024**

*The regular monthly meeting of the Grant City Council will be called to order at 6:30 p.m. on Tuesday, August 6, 2024, in a teleconference format and in person 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**

**4. APPROVAL OF REGULAR AGENDA**

**5. APPROVAL OF CONSENT AGENDA**

- A. June 25, 2024 City Council Meeting Minutes
- B. July 2024 Bill List, \$78,818.20

- C. Kline Bros., Road Maintenance, 33,565.00
- D. Croix Valley Inspector, \$51,651.17
- E. Northern Natural, Dust Control, \$58,266.90
- F. Washington County Sheriff, Jan-June Services, \$91,720.90

5. **STAFF AGENDA ITEMS**

- A. City Engineer, Brad Reifsteck
  - i. Consideration of 2024 Street Maintenance Contract
  - ii Consideration of Project Financing for Knollwood Drive Street Improvement Project
- B. City Planner, Jennifer Haskamp (no action items)
- C. City Attorney, Nick Vivian (no action items)

6. **NEW BUSINESS**

- A. Accept 2023 Audit
- B. Consideration of Endorsement of Celia Wirth to Brown's Creek Watershed District

7. **UNFINISHED BUSINESS**

- A. Consideration of Assessor Appointment
- B. Consideration of Community Festival

8. **DISCUSSION ITEMS (no action taken)**

- A. Staff Updates (updates from Staff, no action taken)
- B. City Council Reports/Future Agenda Items (no action taken)

9. **COMMUNITY CALENDAR AUGUST 7 THROUGH AUGUST 31 2024:**

Mahtomedi Public Schools Board Meeting, Thursday, August 8<sup>th</sup> and August 22<sup>nd</sup>, Mahtomedi District Education Center, 7:00 p.m.

Stillwater Public Schools Board Meeting, Thursday, August 8<sup>th</sup>, Stillwater City Hall, 7:00 p.m.

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

Primary Election, August 13, 2024, Woodbury Lutheran Church, 7:00 am to 8:00 p.m.

10. **ADJOURNMENT**

Fund Name: All Funds

Date Range: 07/01/2024 To 07/30/2024

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
07/29/2024	Payroll Period Ending 07/31/2024	16479	July24	N	Clerk Salary	100-41101-100-	\$ 4,432.21
	<b>Total For Check</b>	<b>16479</b>					<b>\$ 4,432.21</b>
07/29/2024	Payroll Period Ending 07/31/2024	16480	MedicalJune24	N	Accounting Services	100-41202-130-	\$ 1,000.55
	<b>Total For Check</b>	<b>16480</b>					<b>\$ 1,000.55</b>
07/30/2024	Woodchuck	16481	Inv#5770/5797/5799/5800/578 4/5726	N	Road Brushing	100-43114-300-	\$ 5,600.00
	<b>Total For Check</b>	<b>16481</b>					<b>\$ 5,600.00</b>
07/30/2024	A.R.C Paving	16482	Inv#275 -1 Inv#243	N	Pothole Repairs	100-43109-220-	\$ 3,987.00
	<b>Total For Check</b>	<b>16482</b>					<b>\$ 10,141.08</b>
07/30/2024	PERA	16483	PERA - April/May - Auto	N	Clerk PERA	100-41102-120-	\$ 899.76
	<b>Total For Check</b>	<b>16483</b>			Clerk PERA Withholding	100-41108-100-	\$ 779.80
							<b>\$ 1,679.56</b>
07/30/2024	Washington County Public Works	16484	invoice#224241- Lights 17 & 36 - 2nd Quarter	N	Street Lights	100-43117-330-	\$ 97.57
	<b>Total For Check</b>	<b>16484</b>					<b>\$ 97.57</b>
07/30/2024	Kline Bros Excavating	16485	Road Maintenance	N	Grader Contractor	100-43101-220-	\$ 8,085.00
		16485			Gravel Road Costs	100-43106-220-	\$ 11,005.00
		16485			Ditch Repair	100-43133-220-	\$ 14,475.00
	<b>Total For Check</b>	<b>16485</b>					<b>\$ 33,565.00</b>
07/30/2024	CenturyLink	16486	City Phone	N	City Office Telephone	100-41309-321-	\$ 181.11
	<b>Total For Check</b>	<b>16486</b>					<b>\$ 181.11</b>
07/30/2024	Bremer Bank	16487	Road Project Bond Interest	N	2019/2020 Road Project	100-43136-610-	\$ 3,756.42
		16487				100-43136-610-	\$ 6,100.00
	<b>Total For Check</b>	<b>16487</b>					<b>\$ 9,856.42</b>
07/30/2024	Eckberg Lammers	16488	Legal Services	N	Legal Fees - General	100-41204-304-	\$ 2,287.50
		16488			Legal Fees - Complaints	100-41205-304-	\$ 357.50
		16488			Legal Fees - Prosecutions	100-41206-304-	\$ 2,575.00
	<b>Total For Check</b>	<b>16488</b>					<b>\$ 5,220.00</b>

Date Range: 07/01/2024 To 07/30/2024

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
07/30/2024	Northern Salt	16489	Dust Control	N	Magnesium Choride	100-43107-210-	\$ 58,266.90
	<b>Total For Check</b>	<b>16489</b>					<b>\$ 58,266.90</b>
07/30/2024	CliftonLarsonAllen	16490	2024 Audit Billing -	N	Audit Fees	100-41201-300-	\$ 1,832.25
	<b>Total For Check</b>	<b>16490</b>					<b>\$ 1,832.25</b>
07/30/2024	Waste Management	16491	Recycling -	N	Recycling	100-43011-384-	\$ 6,036.27
	<b>Total For Check</b>	<b>16491</b>					<b>\$ 6,036.27</b>
07/30/2024	Ken Romanan	16492	Video Tech Services - July	N	Cable Costs	100-41212-100-	\$ 150.00
	<b>Total For Check</b>	<b>16492</b>					<b>\$ 150.00</b>
07/30/2024	Press Publications	16493	Filing Notice	N	Publishing Costs	100-41308-351-	\$ 41.73
	<b>Total For Check</b>	<b>16493</b>					<b>\$ 41.73</b>
07/30/2024	KEI Enterprises	16494	Roads Supervisor	N	Roads Supervisor	100-43014-300-	\$ 14,162.50
	<b>Total For Check</b>	<b>16494</b>					<b>\$ 14,162.50</b>
07/30/2024	LRS	16495	Town Hall Porta Pot	N	Town Hall Supplies	100-43001-210-	\$ 134.00
	<b>Total For Check</b>	<b>16495</b>					<b>\$ 134.00</b>
07/30/2024	PERA	16496	PERA - July	N	Clerk PERA	100-41102-120-	\$ 449.88
	<b>Total For Check</b>	<b>16496</b>			Clerk PERA Withholding	100-41108-100-	\$ 389.90
							<b>\$ 839.78</b>
07/30/2024	Croix Valley Inspector	16497	Building Inspector	N	Building Inspection	100-42004-300-	\$ 51,651.17
	<b>Total For Check</b>	<b>16497</b>					<b>\$ 51,651.17</b>
07/30/2024	Washington County Sheriff	16498	Jan-June Police Services	N	Police	100-42001-300-	\$ 91,720.90
	<b>Total For Check</b>	<b>16498</b>					<b>\$ 91,720.90</b>
07/30/2024	SHC, LLC	16499	Planning Services	N	City Planner	100-41209-300-	\$ 1,509.00
	<b>Total For Check</b>	<b>16499</b>			Pre-App	100-41319-300-	\$ 400.00
							<b>\$ 1,909.00</b>
07/30/2024	LHB	16500	Inv#240212-4/240262-4	N	Engineering Fees - General	100-41203-300-	\$ 6,846.99
	<b>Total For Check</b>	<b>16500</b>			Road Engineering Fees	100-43102-300-	\$ 2,565.75
							<b>\$ 9,412.74</b>
07/30/2024	ADobe	ADEFT8	Computer Program - monthly fee - auto	N	Office Equipment	100-41314-210-	\$ 52.00
	<b>Total For Check</b>	<b>ADEFT8</b>					<b>\$ 52.00</b>

Date Range: 07/01/2024 To 07/30/2024

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
07/30/2024	Comcast	CCEFT23	Town Hall WiFi - Auto Pay	N	Town Hall Supplies	100-43001-210-	\$ 184.82
<b>Total For Check CCEFT23</b>							<b>\$ 184.82</b>
07/30/2024	IRS	EFT202	Payroll - Medical	N	Clerk FICA/Medicare	100-41103-100-	\$ 99.45
		EFT202			Clerk Medicare	100-41105-100-	\$ 18.85
		EFT202			Federal Withholding	100-41107-100-	\$ 100.00
		EFT202			Social Security Expens	100-41109-100-	\$ 80.60
<b>Total For Check EFT202</b>							<b>\$ 298.90</b>
07/30/2024	IRS	EFT203	Payroll -	N	Clerk FICA/Medicare	100-41103-100-	\$ 458.88
		EFT203			Clerk Medicare	100-41105-100-	\$ 86.98
		EFT203			Federal Withholding	100-41107-100-	\$ 471.35
		EFT203			Social Security Expens	100-41109-100-	\$ 371.90
<b>Total For Check EFT203</b>							<b>\$ 1,389.11</b>
07/30/2024	T-Mobile	TMEFT34	City Phone - Auto	N	Road Supplies	100-43129-210-	\$ 20.00
<b>Total For Check TMEFT34</b>							<b>\$ 20.00</b>
07/30/2024	Xcel Energy	XcelEFT35	Utilities - Town Hall - Pole Barn - Auto	N	Town Hall Electricity	100-43004-381-	\$ 87.60
		XcelEFT35				100-43004-381-	\$ 10.74
		XcelEFT35			Street Lights	100-43117-381-	\$ 61.26
<b>Total For Check XcelEFT35</b>							<b>\$ 159.60</b>
<b>Total For Selected Checks</b>							<b>\$ 314,022.17</b>

CITY OF GRANT  
MINUTES

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**DATE** : June 25, 2024  
**TIME STARTED** : 6:30 p.m.  
**TIME ENDED** : 7:55 p.m.  
**MEMBERS PRESENT** : Councilmember Carr, Rog, Giefer, Cornett and Mayor Huber  
**MEMBERS ABSENT** : None

Staff members present: City Attorney, Nick Vivian; City Engineer, Brad Reifsteck; City Planner, Jennifer Haskamp; City Treasurer, Sharon Schwarze; and Administrator/Clerk

**CALL TO ORDER**

The meeting was called to order at 6:30 p.m.

**PUBLIC INPUT**

Mr. Jeff Schafer, 8688 Jamaca Avenue, came forward and stated the LMC offers free contract services, and the City website states there are 70 miles in Grant and the Mayor states there are 144 miles of roadway to maintain.

Mr. Mathew Eddy, 7060 Lake Elmo Avenue, came forward and inquired about an appeal process within the City and encouraged the Council to read the City’s Comprehensive Plan.

**PLEDGE OF ALLEGIANCE**

Mayor Huber presented Mr. Bob Tufty with an appreciative plaque for his years of service to the City including Planning Commission, City Councilperson and Fire Warden.

Mayor Huber called for a five-minute recess at 6:47 p.m. due to technical issues.

Mayor Huber called the meeting back to order at 6:53 p.m.

**OATH OF OFFICE, BEN CORNETT**

City Attorney Vivian conducted the Oath of Office to Mr. Ben Cornett.

**SETTING THE AGENDA**

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

**CONSENT AGENDA**

- 1 June 2024 Bill List, \$82,845.30 Approved
- 2
- 3 Kline Bros., Road Maintenance, \$39,466.25 Approved
- 4
- 5 Croix Valley Inspector, \$69, 477.43 Approved
- 6
- 7 ARC Paving, Special Roads Project, \$29,250.00 Approved
- 8
- 9 City of Stillwater, 1<sup>st</sup> Half Fire Contract, \$93,328.50 Approved
- 10
- 11 Resolution No. 2024-14, 2024 Election Judges Approved
- 12

13  
14 **Council Member Giefer moved to approve the consent agenda, as presented. Council Member**  
15 **Cornett seconded the motion. Motion carried unanimously.**

16  
17 **STAFF AGENDA ITEMS**

18 **City Engineer, Brad Reifsteck**

19  
20 **Consideration of Guard Rail Project** – City Engineer Reifsteck advised The proposed guard rail  
21 improvements are necessary to provide safety to the City’s roadway system.

- 22 • Approximately one hundred and fifty lineal feet of plate beam guard rail improvements
- 23 are proposed along Jarvis Ave N near the large wetland complex just north of 60<sup>th</sup> Street
- 24 as shown on the attached map.
- 25 • Approximately seven hundred and twenty-five lineal feet of plate beam guardrail
- 26 improvements are proposed along Kimbro Ave N at 3 separate locations as shown on the
- 27 attached map.

28  
29 Quotes were solicited from two contractors who have completed this type of work in the past for the  
30 City of Grant. The results of the two quotes received are shown in the table below:

Company Name	Quote Amount
H & R Construction Co	\$38,500.00
In-Site Contracting	\$53,625.00

31  
32 This work is proposed to be funded using special roadway funds.

33  
34  
35 City staff recommend awarding a contract for this work to H & R Construction Co. in the amount of  
36 \$38,500.00.

37  
38 **Council Member Rog moved to award Guard Rail Bid to H & R , as presented. Council**  
39 **Member Carr seconded the motion. Motion carried unanimously.**

40 **City Planner, Jennifer Haskamp**

41

1 **Consideration of Amending Chapter 32 Zoning Regarding Minimum Lot Size and Dimensional**  
 2 **Standards of Existing Lots of Record** - At the regular City Council meeting on May 7, 2024, the  
 3 Council considered a request for Concept Plan review for a potential variance from lot size  
 4 dimensional standards. The Applicant requested discussion to understand if the Council would  
 5 consider variance(s) from the standards for substandard lots not meeting the exception criteria in the  
 6 ordinance. As part of the discussion the Council determined that additional discussion and  
 7 consideration of the ordinance standards should be explored as a separate agenda item at the June  
 8 meeting.

9  
 10 **Summary of Ordinance Standards**

11 The City’s adopted zoning ordinance establishes dimensional standards to create new lots and  
 12 provides exemptions for existing lots of records when certain standards are met. The following  
 13 summary of the dimensional standards are provided for the A1 and A2 zoning districts, which are the  
 14 predominant areas where new/existing rural residential uses are found in the community. The current  
 15 ordinance establishes the following:

16  
 17 **Section 32-246. Minimum area, maximum height and other dimensional requirements.**

18 This section establishes the dimensional standards for all newly created lots and existing lots of  
 19 record that were subdivided after the adoption of the current ordinance regulations. The dimensional  
 20 standards establish the following:

- 21
- 22 • Minimum Lot Size per dwelling unit: 5.0 Acres. The minimum lot size per dwelling unit must  
 23 be considered in conjunction with the other dimensional standards and requirements such as:  
 24     o Minimum of 1.0 acre of buildable area; and  
 25     o Demonstrate that a primary and secondary septic site are viable; and  
 26     o Demonstrate that a 300-foot diameter circle may be fully contained on the lot; and  
 27     o Minimum frontage must be present meeting the requirements for a public road or cul-  
 28     de-sac, etc.

29  
 30 ***Section 32-246 (b) Additions and exceptions to the minimum area, height and other***  
 31 ***requirements.*** Subsection (b) of the dimensional standards establishes exceptions to the  
 32 minimum standards within the dimensional requirements table. Subsection (b)(1) Existing Lot  
 33 defined, states that “existing lot” means a lot or parcel existing before the adoption of the  
 34 ordinance which went into effect in February of 1983. If it is established that the lot was  
 35 created prior to 1983, then subsection (b)(2) Existing Lot of Record Exemptions may be  
 36 applicable provided that the criterion of the subsection is met. As stated within the subsection,  
 37 “...any such lot or parcel created in accordance with the city subdivision regulations in effect  
 38 at the time that such Lot was created that is **at least 2.5 acres** in size, shall be exempt from the  
 39 requirement of subsection (3), pertaining to area, lot width, lot depth and lot frontage and  
 40 shall be considered buildable if the lot or parcel can comply with the remaining  
 41 requirements...”

42  
 43 For lots or parcels that do not meet the 2.5 acre exception, Subsection (3) *Undersized Lots*  
 44 further stipulates that if a lot does not meet the exemption criteria that the undersized lot must  
 45 be combined with an adjacent property under the same ownership. This has occurred  
 46 throughout the City (example Withrow area) and has largely been effective in helping



1 property owners of historical parcels to meet (at a minimum) the required 2.5 acres to be  
2 considered a buildable lot.

3  
4 A few additional notes regarding Staff’s review and research of lot sizes standards are  
5 provided for reference:

- 6  
7 ○ Washington County property records and the City Files are used as resources to  
8 determine when a lot of configuration was created.
  - 9 ○ In 1968 Washington County and subsequently Grant Township adopted a zoning  
10 ordinance that established a minimum residential lot size of **2.25 Acres**. This standard  
11 remained in place through February 1983 when the minimum lot size changed to **5.0**  
12 **acres**.
  - 13 ○ Prior to 1968 the minimum lot size cannot be verified based on available records,  
14 however, a range of lots including smaller platted lots in the historic Withrow area  
15 were created. (See notes regarding Metropolitan Council below)
  - 16 ○ Staff performed a GIS analysis to determine how many lots/parcels exist in the City  
17 today that 1) are less than 2.5 acres; and 2) do not abut an adjacent parcel of the same  
18 ownership. **The research identified 6 parcels**. Research regarding when the parcels  
19 were created was not completed, given that the number of lots is less than 0.2% of all  
20 parcels within the City.
- 21  
22 ● Maximum Density: 1 Dwelling Unit per 10 Acres. This must be aligned with the  
23 Comprehensive Plan that establishes a maximum density of 4 Dwelling Units per 40 Acres.  
24 When staff reviews a request for subdivision, we perform our analysis utilizing both the  
25 Comprehensive Plan and the Zoning Ordinance standards to determine if there are any  
26 available units within the 40 and whether the created and resulting lots all comply with the  
27 minimum dimensional requirements. This has proven effective and is consistent with the  
28 Metropolitan Council’s requirements for the Community Designation (see subsequent  
29 Metropolitan Council analysis for further information).

30  
31 **Overview of Metropolitan Council role in Lot Size & Density**

32 The City’s zoning standards and regulations are required to be consistent with the Metropolitan  
33 Council’s Community Designation. The Community Designation establishes the permitted density  
34 range within a community and the City’s land use designations must be consistent with that standard.  
35 As it stands, the Community Designation is Diversified Rural which provides a maximum density of  
36 4 dwelling units per 40 acres (or 1 dwelling unit per 10 acres). This is consistent with the adopted  
37 land use designations and the zoning ordinance standards.

38  
39 The exemptions provided in the ordinance are not consistent with the current 2040 Community  
40 Designation; however, provided that such lots were created consistent with the zoning and  
41 comprehensive plan in place at the time they were subdivided then such lots may still be considered  
42 buildable and deemed consistent with the Comprehensive Plan. A brief overview of the Metropolitan  
43 Council’s history is provided as reference because it is important to consider how (and when) the  
44 City’s lot standard regulations were established and have subsequently evolved.

- 1 • 1967 - Metropolitan Council was created by State Statute. The Metropolitan Council was  
2 created as “a regional solution to regional problems” and one such identified regional  
3 problem was wastewater and septic systems contaminating ground and surface waters due to  
4 the fast pace of suburban growth. The enabling statute required for a regional solution and  
5 approach to be presented by 1969 to address wastewater collection and treatment.
- 6 • Once established in 1967, regional coordination began to change how wastewater was  
7 permitted and managed. One of the outcomes was the establishment of minimum lot sizes for  
8 individual septic systems to ensure that adequate area was available on each lot for a primary  
9 and secondary drainfield to serve a residence since not all areas would be hooked up to a  
10 regional system. This policy was passed through and enacted by local regulatory agencies and  
11 bodies such as Washington County.
- 12 • 1968 - Washington County, and subsequently Grant Township, adopted a minimum lot size  
13 standard of 2.25 acres which was consistent with the Metropolitan Council’s guidance for  
14 communities with lots served by individual septic systems. As noted above, the reason for the  
15 lot size standards was to prevent wastewater contamination and to ensure individual lots were  
16 capable of supporting individual septic systems.
- 17 • 1976 - Metropolitan Land Planning Act is enacted by statute. The Land Planning Act required  
18 all cities and counties under the jurisdiction of the Metropolitan Council to prepare a  
19 Comprehensive Plan. The Comprehensive Plans were required to be consistent with the  
20 regional plans and were required to be enacted by 1980. The plans have subsequently been  
21 required to be updated on a decennial basis to ensure that cities and counties are regulating  
22 their land use and development consistent with the regional plans. To be consistent all official  
23 controls, including zoning, must be consistent with the adopted Comprehensive Plan.
- 24 • February 1983 Grant Township adopts its zoning ordinance and requires a minimum lot size  
25 of 5 acres to be consistent with the first Comprehensive Plan adopted.

26  
27 The history is important to consider when evaluating existing lots of record, especially in determining  
28 what is “buildable.” The minimum lot sizes were established on a regional basis because septic  
29 systems were failing, and coordinated regional sewer was necessary to “bailout” lots that had failing  
30 systems with no other onsite solutions. For example, this situation occurred (and continues to occur)  
31 in neighboring Lake Elmo where small lots less than 2.5 acres were developed prior to 1968 around  
32 the lakes and as systems failed the Metropolitan Council has been forced to bailout the properties at  
33 high costs – both economically and politically. Bailing out of the properties introduced the extension  
34 of regional sewer into the community, and eventually the cost of such extensions must be recouped  
35 through additional hookups and urban development.

36  
37 While bailouts have not occurred in Grant, there are some areas in the community that were  
38 developed prior to 1968 with lot sizes that are less than 2.5 acres. It is clear from the historical  
39 timeline that Grant Township and Washington County adopted standards to prevent further  
40 development and subdivision of lots less than 2.5 acres, and such regulations were established by the  
41 Metropolitan Council’s guidance and direction.

42  
43 These standards are still in effect today, and even where the Metropolitan Council has designated an  
44 area as Rural Residential permanently (i.e. it is not economically viable to serve the area with

1 regional sewer) the Metropolitan Council continues to guide minimum lot sizes to be 2.5 acres or  
2 more. The reason is the same as it was in the late 1960s – each lot must have adequate area for a  
3 primary and secondary drainfield because bailouts are costly and avoidable if communities restrict or  
4 prohibit development on lots less than 2.5 acres.

5  
6 **Process for Substandard Lots not meeting Exemption Criteria**

7  
8 As presented on May 7<sup>th</sup> under the current ordinance, a substandard lot that does not meet the  
9 exemption criteria would be required to obtain a variance(s) from the standards from which the lot  
10 deviates. It is possible that a variance(s) would be justifiable, particularly given how rare the  
11 condition is in the City. (There are less than six (6) parcels total in the City that are less than 2.5 acres  
12 and are not under common ownership with an adjacent parcel.) A couple notes regarding the  
13 variance process:

- 14
- 15 • Review and research of the timing of when the parcel/lot was created would be required.  
16 Evidence, either through the Washington County recorder or through personal records, that  
17 the lot or parcel was created prior to February 1983 would be mandatory.
- 18 • Evidence that the parcel/lot was buildable at the time of its creation would need to be  
19 provided. This could be through an approved plat or some other formal documentation or  
20 review from Washington County.
- 21 • Evidence that the parcel/lot was under independent ownership from any adjacent parcel before  
22 1982 continuing through the time of application would be required. (Note: Subsection (c) was  
23 enacted as part of the 1982 ordinance that required combination of substandard lots with  
24 adjacent parcels under common ownership.) If the parcel was transferred from common  
25 ownership since 1983, then most likely the variance criteria would fail because the issue  
26 would be self-created as the ordinance provision regarding combination was in place.
- 27 • If the above requirements could be demonstrated, then a development plan for the parcel  
28 would be required to demonstrate that the lot could be served by independent septic and  
29 water.,
- 30 • If all such requirements were met, then the applicable variance requests would be evaluated.  
31 Depending on the development plan, at a minimum, variances would likely be needed from  
32 lot size, frontage, and depth.

33  
34 Staff requests discussion from the City Council about whether Chapter 32, Section 32-246 subsection  
35 (b) regarding exemptions should be modified or amended based on the information provided.

36  
37 City Attorney Vivian advised that anybody could sue anybody for anything. The Planner did a very  
38 good job of doing the historical work on the ordinance. Grant has always had the density  
39 requirements be a priority and the ordinance has been in place a long time. He stated he is not  
40 concerned about being sued over the small lots. The buyer must beware and inquire about  
41 buildability. There is also a variance process in place and the City Code should be consistent with the  
42 Comprehensive Plan.

1 Council Member Carr moved to deny any amendment to Chapter 32 Zoning regarding  
2 Minimum Lot Size and Dimensional Standards of Existing Lots of Record. Council Member  
3 Giefer seconded the motion. Motion carried unanimously.

4

5 City Attorney, Nick Vivian (no action items)

6

7 NEW BUSINESS

8

9 Consideration of June 4, 2024, City Council Meeting Minutes – Staff advised the minutes are not  
10 on the consent agenda as Council Member Cornett should abstain.

11

12 Council Member Carr moved to approve the June 4, 2024, City Council Meeting Minutes, as  
13 presented. Council Member Rog- seconded the motion. Motion carried with Council Member  
14 Cornett abstaining.

15

16 Consideration of Community Festival – Staff advised a letter of proposal from a local business was  
17 included in the packets.

18

19 City Attorney Vivan advised community events in smaller cities is always a challenge. The proposal  
20 wants the City to indemnify the parking property making the City responsible and could be held  
21 liable. The proposal also indicates the City would cover liability for the property the event would  
22 take place. He stated this is biting off quite a bit of liability and there is also a lot of risk to the City.

23

24 City Attorney Vivan stated a boiler plate liability waiver could be put together for participants to sign  
25 but it would be the responsibility of the City to put that together and it is not clear how that would be  
26 administered. A discussion would have to be held with the owner regarding Dramshop liability.  
27 Traffic control would be needed as well as parade staff. The concept of limiting attendees while  
28 utilizing tax dollars could be a problem.

29

30 Council Member Rog moved to proceed with the Community Festival, as presented. Council  
31 Member Carr seconded the motion.

32

33 Council Member Carr made a friendly amendment to move forward with more information at  
34 the next regular City Council meeting. Council Member Rog agreed to the friendly  
35 amendment.

36

37 Motion carried with Mayor Huber voting nay.

38

39 Schedule 2025 Budget Work Session – Staff recommended a 2025 budget work session be  
40 scheduled on Tuesday, August 6, 5:30 p.m.

41

42 Council Member Carr moved to schedule the 2025 Budget Work Session on Tuesday, August 6,  
43 2024, at 5:30 p.m. Council Member Rog seconded the motion.

44

1 **Consideration of Assessor Appointment** – Staff advised the City appointed an assessor at the last  
2 meeting. That assessor declined the appointment. Fees per the County and another assessor was  
3 provided. The assessor’s start date is July 1, 2024.

4  
5 **Council Member Giefer moved to table Assessor Appointment to the next regular Council**  
6 **Meeting. Council Member Carr seconded the motion. Motion carried unanimously.**

7  
8 **UNFINISHED BUSINESS**

9 There was no unfinished business.

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

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

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

13  
14 **COMMUNITY CALENDAR JULY 1 THROUGH JULY 31, 2024:**

15 **Mahtomedi Public Schools Board Meeting, Thursday, July 11<sup>th</sup> and July 25<sup>th</sup>, Mahtomedi**  
16 **District Education Center, 7:00 p.m.**

17 **Stillwater Public Schools Board Meeting, Thursday, July 11<sup>th</sup>, Stillwater City Hall, 7:00 p.m.**

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

19  
20 **ADJOURNMENT**

21 **Council Member Cornett moved to adjourn at 7:16 p.m. Council Member Giefer seconded the**  
22 **motion. Motion carried unanimously.**

23  
24  
25 These minutes were considered and approved at the regular Council Meeting August 6, 2024.

26  
27  
28  
29  
30 \_\_\_\_\_  
31 Kim Points, Administrator/Clerk

30 \_\_\_\_\_  
31 Jeff Huber, Mayor

Fund Name: All Funds

Date Range: 07/01/2024 To 07/30/2024

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
07/29/2024	Payroll Period Ending 07/31/2024	16479	July24	N	Clerk Salary	100-41101-100-	\$ 4,432.21
	<b>Total For Check</b>	<b>16479</b>					<b>\$ 4,432.21</b>
07/29/2024	Payroll Period Ending 07/31/2024	16480	Medcalune24	N	Accounting Services	100-41202-130-	\$ 1,000.55
	<b>Total For Check</b>	<b>16480</b>					<b>\$ 1,000.55</b>
07/30/2024	Woodchuck	16481	Inv#5770/5797/5799/5800/5784/5726	N	Road Brushing	100-43114-300-	\$ 5,600.00
	<b>Total For Check</b>	<b>16481</b>					<b>\$ 5,600.00</b>
07/30/2024	A.R.C Paving	16482	Inv#275 -1	N	Pothole Repairs	100-43109-220-	\$ 3,987.00
			Inv#243				\$ 10,141.08
	<b>Total For Check</b>	<b>16482</b>					<b>\$ 14,128.08</b>
07/30/2024	PERA	16483	PERA - April/May - Auto	N	Clerk PERA	100-41102-120-	\$ 899.76
					Clerk PERA Withholding	100-41108-100-	\$ 779.80
	<b>Total For Check</b>	<b>16483</b>					<b>\$ 1,679.56</b>
07/30/2024	Washington County Public Works	16484	invoice#224241- Lights 17 & 36 - 2nd Quarter	N	Street Lights	100-43117-330-	\$ 97.57
	<b>Total For Check</b>	<b>16484</b>					<b>\$ 97.57</b>
07/30/2024	Kline Bros Excavating	16485	Road Maintenance	N	Grader Contractor	100-43101-220-	\$ 8,085.00
					Gravel Road Costs	100-43106-220-	\$ 11,005.00
					Ditch Repair	100-43133-220-	\$ 14,475.00
	<b>Total For Check</b>	<b>16485</b>					<b>\$ 33,565.00</b>
07/30/2024	CenturyLink	16486	City Phone	N	City Office Telephone	100-41309-321-	\$ 181.11
	<b>Total For Check</b>	<b>16486</b>					<b>\$ 181.11</b>
07/30/2024	Bremer Bank	16487	Road Project Bond Interest	N	2019/2020 Road Project	100-43136-610-	\$ 3,756.42
						100-43136-610-	\$ 6,100.00
	<b>Total For Check</b>	<b>16487</b>					<b>\$ 9,856.42</b>
07/30/2024	Eckberg Lammers	16488	Legal Services	N	Legal Fees - General	100-41204-304-	\$ 2,287.50
					Legal Fees - Complaints	100-41205-304-	\$ 357.50
					Legal Fees - Prosecutions	100-41206-304-	\$ 2,575.00
	<b>Total For Check</b>	<b>16488</b>					<b>\$ 5,220.00</b>

Date Range: 07/01/2024 To 07/30/2024

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
07/30/2024	Northern Salt	16489	Dust Control	N	Magnesium Chloride	100-43107-210-	\$ 58,266.90
	<b>Total For Check</b>	<b>16489</b>					<b>\$ 58,266.90</b>
07/30/2024	CliftonLarsonAllen	16490	2024 Audit Billing -	N	Audit Fees	100-41201-300-	\$ 1,832.25
	<b>Total For Check</b>	<b>16490</b>					<b>\$ 1,832.25</b>
07/30/2024	Waste Management	16491	Recycling -	N	Recycling	100-43011-384-	\$ 6,036.27
	<b>Total For Check</b>	<b>16491</b>					<b>\$ 6,036.27</b>
07/30/2024	Ken Ronnan	16492	Video Tech Services - July	N	Cable Costs	100-41212-100-	\$ 150.00
	<b>Total For Check</b>	<b>16492</b>					<b>\$ 150.00</b>
07/30/2024	Press Publications	16493	Filing Notice	N	Publishing Costs	100-41308-351-	\$ 41.73
	<b>Total For Check</b>	<b>16493</b>					<b>\$ 41.73</b>
07/30/2024	KEJ Enterprises	16494	Roads Supervisor	N	Roads Supervisor	100-43014-300-	\$ 14,162.50
	<b>Total For Check</b>	<b>16494</b>					<b>\$ 14,162.50</b>
07/30/2024	LRS	16495	Town Hall Porta Pot	N	Town Hall Supplies	100-43001-210-	\$ 134.00
	<b>Total For Check</b>	<b>16495</b>					<b>\$ 134.00</b>
07/30/2024	PERA	16496	PERA - July	N	Clerk PERA	100-41102-120-	\$ 449.88
		16496			Clerk PERA Withholding	100-41108-100-	\$ 389.90
	<b>Total For Check</b>	<b>16496</b>					<b>\$ 839.78</b>
07/30/2024	Croix Valley Inspector	16497	Building Inspector	N	Building Inspection	100-42004-300-	\$ 51,651.17
	<b>Total For Check</b>	<b>16497</b>					<b>\$ 51,651.17</b>
07/30/2024	Washington County Sheriff	16498	Jan-June Police Services	N	Police	100-42001-300-	\$ 91,720.90
	<b>Total For Check</b>	<b>16498</b>					<b>\$ 91,720.90</b>
07/30/2024	SHC, LLC	16499	Planning Services	N	City Planner	100-41209-300-	\$ 1,509.00
		16499			Pre-App	100-41319-300-	\$ 400.00
	<b>Total For Check</b>	<b>16499</b>					<b>\$ 1,909.00</b>
07/30/2024	LHB	16500	Inv#240212-4/240262-4	N	Engineering Fees - General	100-41203-300-	\$ 6,846.99
		16500			Road Engineering Fees	100-43102-300-	\$ 2,565.75
	<b>Total For Check</b>	<b>16500</b>					<b>\$ 9,412.74</b>
07/30/2024	ADobe	ADEFT8	Computer Program - monthly fee - auto	N	Office Equipment	100-41314-210-	\$ 52.00
	<b>Total For Check</b>	<b>ADEFT8</b>					<b>\$ 52.00</b>

Date Range: 07/01/2024 To 07/30/2024

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
07/30/2024	Comcast	CCFT23	Town Hall WiFi - Auto Pay	N	Town Hall Supplies	100-43001-210-	\$ 184.82
<b>Total For Check</b>							<b>184.82</b>
07/30/2024	IRS	EFT202	Payroll - Medical	N	Clerk FICA/Medicare	100-41103-100-	\$ 99.45
		EFT202			Clerk Medicare	100-41105-100-	\$ 18.85
		EFT202			Federal Withholding	100-41107-100-	\$ 100.00
		EFT202			Social Security Expens	100-41109-100-	\$ 80.60
<b>Total For Check</b>							<b>298.90</b>
07/30/2024	IRS	EFT203	Payroll -	N	Clerk FICA/Medicare	100-41103-100-	\$ 458.88
		EFT203			Clerk Medicare	100-41105-100-	\$ 86.98
		EFT203			Federal Withholding	100-41107-100-	\$ 471.35
		EFT203			Social Security Expens	100-41109-100-	\$ 371.90
<b>Total For Check</b>							<b>1,389.11</b>
07/30/2024	T-Mobile	TMEFT34	City Phone - Auto	N	Road Supplies	100-43129-210-	\$ 20.00
<b>Total For Check</b>							<b>20.00</b>
07/30/2024	Xcel Energy	XcelEFT35	Utilities - Town Hall - Pole Barn - Auto	N	Town Hall Electricity	100-43004-381-	\$ 87.60
		XcelEFT35				100-43004-381-	\$ 10.74
		XcelEFT35			Street Lights	100-43117-381-	\$ 61.26
<b>Total For Check</b>							<b>159.60</b>
<b>Total For Selected Checks</b>							<b>314,022.17</b>



**KLINE BROS EXCAVATING**

8996 110TH ST N  
 STILLWATER, MN 55082

**Invoice**

Date	Invoice
7/28/2024	15

<b>Bill To</b>
CITY OF GRANT 111 WILDWOOD RD WILLERNIE, MN 55090

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	DITCHWORK 100-43126		
7.5	7-03-24 SEED 3 AREAS ON JAMACA X 200, SEED 1 AREA ON 68TH ST W X 150	100.00	7
	DITCHWORK ON 117TH ST		
9	7-12-24 E85	130.00	1,170
9	7-12-24 325G	115.00	1,035
9	7-12-24 I7600	100.00	900
9	7-12-24 RD600	100.00	900
2	7-12-24 T600 &TRL	190.00	380
7.5	7-17-24 E85	130.00	975
7.5	7-17-24 325G	115.00	862.50
7.5	7-17-24 I7600	100.00	750
7.5	7-17-24 RD600	100.00	750
	DITCHWORK ON 117TH & 114TH		
6.5	7-22-24 E85	130.00	847.50
6.5	7-22-24 325G	115.00	747.50
6.5	7-22-24 RD600	100.00	647.50
2	7-22-24 I7600	100.00	200
	DITCHWORK ON 114TH		
8	7-25-24 E85	130.00	1,040
8	7-25-24 325G	115.00	920
8	7-25-24 RD600	100.00	800
8	7-25-24 I7600	100.00	800
<b>Total</b>			<b>\$14,400</b>

**KLINE BROS EXCAVATING**

8996 110TH ST N  
STILLWATER, MN 55082

**Invo**

Date	Invo
7/28/2024	1

<b>Bill To</b>
CITY OF GRANT 111 WILDWOOD RD WILLERNIE, MN 55090

P.O. No.	Terms	Project
	Due on receipt	

ROAD GRAVEL 100-43106

Quantity	Description	Rate	Amount
8	6-24-24 LOADS MC-5 HAULED TO HERON	230.00	1,840.00
2.5	6-24-24 930G SPREAD GRAVEL	105.00	262.50
7	6-25-24 LOADS MC-5 HAULED 1-68TH, 4-110TH, 2-LANSING	230.00	1,610.00
2	6-25-24 930G SPREAD GRAVEL	105.00	210.00
9	6-26-24 LOADS MC-5 HAULED 6-JOLIET, 2-IRONWOOD, 1-114TH	230.00	2,070.00
2	6-26-24 930G SPREAD GRAVEL	105.00	210.00
5	7-22-24 LOADS MC-5 HAULED TO 117TH	230.00	1,150.00
2	7-22-24 930G SPREAD GRAVEL	105.00	210.00
6	7-23-24 LOADS MC-5 HAULED TO 117TH	230.00	1,380.00
3.5	7-23-24 930G GRADE AND SPREAD GRAVEL	105.00	367.50
6	7-24-24 LOADS MC-5 HAULED TO 117TH	230.00	1,380.00
3	7-24-24 930G SPREAD GRAVEL	105.00	315.00
<b>Total</b>			<b>\$11,000.00</b>

**KLINE BROS EXCAVATING**

8996 110TH ST N  
 STILLWATER, MN 55082

**Invo**

Date	Invo
7/28/2024	1

<b>Bill To</b>
CITY OF GRANT 111 WILDWOOD RD WILLERNIE, MN 55090

P.O. No.	Terms	Project
	Due on receipt	

*GRADING 100-43101*

Quantity	Description	Rate	Amount
4	6-18-24 770B	105.00	420.00
4	6-19-24 770B	105.00	420.00
2	6-19-24 740A	105.00	210.00
3	6-19-24 930G	105.00	315.00
7	6-24-24 770B	105.00	735.00
9	6-24-24 930G	105.00	945.00
10	6-25-24 770B	105.00	1,050.00
9	6-25-24 930G	105.00	945.00
10	6-26-24 770B	105.00	1,050.00
7	6-26-24 930G	105.00	735.00
4	7-13-24 770B	105.00	420.00
8	7-23-24 770B	105.00	840.00
		<b>Total</b>	<b>\$8,010.00</b>

## Building Permit Statement for July 20224

To: Kim Points City Clerk

From: Jack Kramer Building Official

1. Crown Castle USA, Inc. Permit # 2022-8  
City Fee: \$ 251.25 x.75% = \$ 188.43  
Plan Check Fee: \$ 163.31 x.100% = \$ 163.31  
Total Fee: .....= \$ 351.74
2. Susan Grothe Permit # 2022-26  
City Fee: \$ 80.00 x.75% = \$ 60.00  
Total Fee: .....= \$ 60.00
3. Susan Grothe Permit # 2022-27  
City Fee: \$ 83.25 x.75% = \$ 62.43  
Total Fee:.....= \$ 62.43
4. Crown Castle Permit # 2022-251  
City Fee: \$ 181.25 x.75% = \$ 135.93  
Plan Check Fee: \$ 117.81 x.100% = \$ 253.74
5. American Tower Permit # 2022-267  
City Fee: \$ 251.25 x.75% = \$ 188.43  
Plan Check Fee: \$ 163.31 x.100% = \$ 163.31  
Total Fee: .....= \$ 351.74
6. Powerfully Green Permit # 2022-321  
City Fee: \$ 153.25 x.75% = \$ 114.93  
Plan Check Fee: \$ 99.61 x.100% = \$ 99.61  
Total Fee:.....= \$ 214.54
7. Refresh Exteriors Permit # 2022-322  
City Fee: \$ 139.25 x.75% = \$ 104.43  
Total Fee:.....= \$ 104.43
8. Brian Humpal Permit # 2022-324  
City Fee: \$ 993.75 x.75% = \$ 745.31  
Plan Check Fee: \$ 645.93 x.100% = \$ 643.75  
Total Fee:.....= \$ 1,389.06

9. Hampton Exteriors Permit # 2022-328  
City Fee: \$ 4,658.75 x.75% = \$ 3,494.06  
Plan Check Fee: \$ 3,028.18 x.100% = \$ 3,028.18  
Total Fee: .....= \$ 6,522.24
10. Barnes Plumbing Permit # 2022-329  
City Fee: \$ 80.00 x.75% = \$ 60.00  
Total Fee:.....= \$ 60.00
11. Bershire Construction Permit # 2022-333  
City Fee: \$ 442.25 x.75% = \$ 331.68  
Total Fee:.....= \$ 331.68
12. Irvin- Archer Exteriors Permit # 2022-334  
City Fee: \$ 335.25 x.75% = \$ 251.43  
Total Fee:.....= \$ 251.43
13. Kevin Helmer Permit # 2022-335  
City Fee: \$ 1,385.75 x.75% = \$ 1,039.31  
Plan Check Fee: \$ 900.73 x.100% = \$ 900.73  
Total Fee:.....= \$ 1,940.04
14. Countrywide Contracting Permit # 2022-336  
City Fee: \$ 167.25 x.75% = \$ 125.43  
Total Fee:.....= \$ 125.43
15. Allstar Construction Permit # 2022-337  
City Fee: \$ 533.75 x.75% = \$ 400.31  
Total Fee:.....= \$ 400.31
16. Classic Construction Permit # 2022-338  
City Fee: \$ 298.28 x.75% = \$ 223.71  
Total Fee:.....= \$ 223.71
17. Allstar Construction Permit # 2022-339  
City Fee: \$ 923.75 x.75% = \$ 692.81  
Total Fee:.....= \$ 692.81
18. Jess Genvng Permit # 2022-340  
City Fee: \$ 533.15 x.75% = \$ 399.86  
Total Fee:.....= \$ 399.86
19. Krech Exteriors Permit # 2022-341  
City Fee: \$ 406.85 x.75% = \$ 305.13  
Total Fee:.....= \$ 305.15

20. Snap Construction Permit # 2022-342  
City Fee: \$ 335.25 x.75% = \$ 251.43  
Total Fee:.....= \$ 251.43
21. Bruggeman Exteriors Permit # 2022-343  
City Fee: \$ 209.25 x.75% = \$ 156.93  
Total Fee: .....= \$ 156.93
22. Doug Armstrong Permit # 2022-344  
City Fee: \$ 80.00 x.75% = \$ 60.00  
Total Fee:.....= \$ 60.00
23. Doug Armstrong Permit # 2022-345  
City Fee: \$ 543.25 x.75% = \$ 407.43  
Plan Check Fee: \$ 353.11 x.100% = \$ 353.11  
Total Fee:.....= \$ 760.54
24. Archer Exteriors Permit # 2022-347  
City Fee: \$ 349.25 x.75% = \$ 261.93  
Total Fee: .....= \$ 261.93
25. Pineview Builders, Inc. Permit # 2022-348  
City Fee: \$ 181.25 x.75% = \$ 135.93  
Total Fee:.....= \$ 135.93
26. Crown Castle Permit # 2022-349  
City Fee: \$ 321.25 x.75% = \$ 240.93  
Plan Check Fee: \$ 208.81 x.100% = \$ 208.81  
Total Fee:.....= \$ 449.74
27. Fran Fabio Company Permit # 2022-348  
City Fee: \$ 167.25 x.75% = \$ 125.43  
Total Fee: ..... = \$ 125.43
28. Clay Greeder Permit # 2022-349  
City Fee: \$ 209.25 x.75% = \$ 156.93  
Total Fee: .....= \$ 156.93
29. New Beginning Exteriors Permit # 2022-350  
City Fee: \$ 650.75 x.75% = \$ 488.06  
Total Fee:.....= \$ 488.06
30. Gates General Contracting Permit # 2022-351  
City Fee: \$ 613.95 x.75% = \$ 460.46  
Total Fee:.....= \$ 460.46

31. Berwald Roofing Permit # 2022- 352  
City Fee: \$ 251.25 x.75% = \$ 188.43  
Total Fee: .....= \$ 188.43
32. Cedar Design Build Permit # 2022-353  
City Fee: \$ 1,273.75 x.75% = \$ 955.31  
Total Fee:.....= \$ 955.31
33. Lafrance Exteriors, Inc. Permit # 2022-354  
City Fee: \$ 493.03 x.75% = \$ 369.77  
Total Fee:.....= \$ 369.77
34. Air Mechanical Permit # 2022-356  
City Fee: \$ 80.00 x.75% = \$ 60.00  
Total Fee: .....= \$ 60.00
35. Lindus Construction Permit # 2022-357  
City Fee: \$ 153.25 x.75% = \$ 114.93  
Total Fee:.....= \$ 114.93
36. Buildtec Construction Permit # 2022-358  
City Fee: \$ 237.25 x.75% = \$ 177.93  
Total Fee:.....= \$ 177.93
37. Lexington Remodeling Permit # 2022-359  
City Fee: \$ 472.55 x.75% = \$ 354.41  
Total Fee:.....= \$ 354.41
38. Sela Roofing Permit # 2022-360  
City Fee: \$ 391.75 x.75% = \$ 293.81  
Total Fee:.....= \$ 293.81
39. Clear Cut Exteriors Permit # 2022-362  
City Fee: \$ 422.05 x.75% = \$ 316.53  
Total Fee:.....= \$ 316.53
40. Sela Gutter Connection Permit # 2022-366  
City Fee: \$ 1,069.55 x.75% = \$ 802.16  
Total Fee: .....= \$ 802.16
41. Allstar Construction Permit # 2022-367  
City Fee: \$ 713.75 x.75% = \$ 535.31  
Total Fee:.....= \$ 535.31
42. Ricks Roofing Inc. Permit # 2022-368  
City Fee: \$ 404.25 x.75% = \$ 303.18  
Total Fee: .....= \$ 303.18

43. Bear Roofing & Exteriors Permit # 2022-369  
City Fee: \$ 265.25 x.75% = \$ 198.93  
Total Fee:.....= \$ 198.93
44. Krinke Heating & A/C. Permit # 2022-370  
City Fee: \$ 80.00 x.75% = \$ 60.00  
Total Fee: .....= \$ 60.00
45. Window World Permit # 2022-371  
City Fee: \$ 251.25 x.75% = \$ 188.43  
Total Fee:.....= \$ 188.43
46. Lindus Construction Permit # 2022-372-A  
City Fee: \$ 452.35 x.75% = \$ 339.26  
Total Fee: .....= \$ 339.26
47. To Serve Contracting Permit # 2022-372-B  
City Fee: \$ 423.05 x.75% = \$ 317.28  
Total Fee:.....= \$ 317.28
48. Titan Exteriors Permit # 2022-374  
City Fee: \$ 422.05 x.75% = \$ 316.53  
Total Fee:.....= \$ 316.53
49. Nathan Charter Permit # 2022-375  
City Fee: \$ 643.75 x.75% = \$ 482.81  
Total Fee:.....= \$ 482.81
50. Schwantes Heating Permit # 2022-376  
City Fee: \$ 80.00 x.75% = \$ 60.00  
Total Fee:.....= \$ 60.00
51. Jess Gehung Permit # 2022-377  
City Fee: \$ 293.25 x.75% = \$ 219.93  
Total Fee:.....= \$ 219.93
52. All Energy Solar Permit # 2022-378  
City Fee: \$ 251.25 x.75% = \$ 188.43  
Plan Check Fee: \$ 163.31 x.100% = \$ 163.31  
Total Fee:.....= \$ 351.74
53. Estate Claim Services Permit # 2022-379  
City Fee: \$ 442.25 x.75% = \$ 331.68  
Total Fee:.....= \$ 331.68
54. Timberline Roofing Co. Permit # 2022-380  
City Fee: \$ 307.25 x.75% = \$ 230.43  
Total Fee:.....= \$ 230.43



55. Bear Roofing & Exteriors                      Permit # 2022- 381  
City Fee: \$ 209.25 x.75% = \$ 156.93  
Total Fee:.....= \$ 156.93
56. Minnesota Exteriors                      Permit # 2022-382  
City Fee: \$ 452.35 x.75% = \$ 339.26  
Total Fee:.....= \$ 339.26
57. Absolute Integrity Construction    Permit # 2022-383  
City Fee: \$ 209.25 x.75% = \$ 156.93  
Total Fee: .....= \$ 156.93
58. Aim High Construction, LLC.            Permit # 2022-384  
City Fee: \$ 696.28 x.75% = \$ 522.21  
Total Fee:.....= \$ 522.21
59. Estate Claim Services                      Permit # 2022-385  
City Fee: \$ 652.21 x.75% = \$ 489.15  
Total Fee:.....= \$ 489.15
60. Thomas Brust                                      Permit # 2022-386  
City Fee: \$ 3,457.00 x.75% = \$ 2,592.75  
Total Fee:.....= \$ 2,592.75
61. Royal Restoration                              Permit # 2022-387  
City Fee: \$ 523.05 x.75% = \$ 392.28  
Total Fee:.....= \$ 392.28
62. Paragon Pools                                      Permit # 2022-388  
City Fee: \$ 713.75 x.75% = \$ 535.31  
Total Fee:.....= \$ 535.31
63. Trico Contracting                              Permit # 2022-389  
City Fee: \$ 453.00 x.75% = \$ 339.75  
Total Fee: .....= \$ 339.75
64. Bella Construction                              Permit # 2022-390  
City Fee: \$ 237.25 x.75% = \$ 177.93  
Total Fee:.....= \$ 177.93
65. Weathersafe Restoration                      Permit # 2022-391  
City Fee: \$ 363.25 x.75% = \$ 272.43  
Total Fee: .....= \$ 272.43
66. TNT Building Corp.                              Permit # 2022-392  
City Fee: \$ 391.75 x.75% = \$ 293.81  
Total Fee:.....= \$ 293.81

67. Re-Fresh Exteriors Permit # 2022-393  
City Fee: \$ 624.05 x.75% = \$ 468.03  
Total Fee:.....= \$ 468.03
68. Pat Farrell Permit # 2022-394  
City Fee: \$ 111.25 x.75% = \$ 83.43  
Total Fee: .....= \$ 83.43
69. Omega Exteriors Permit # 2022-399  
City Fee: \$ 363.25 x.75% = \$ 272.43  
Total Fee:.....= \$ 272.43
70. Renewal by Anderson Permit # 2022-400  
City Fee: \$ 335.25 x.75% = \$ 251.43  
Total Fee:.....= \$ 251.43
71. Trehus Builders Permit # 2022-401  
City Fee: \$ 1,223.25 x.75% = \$ 917.43  
Plan Check Fee: \$ 795.17 x.100% = \$ 795.17  
Total Fee:.....= \$ 1,712.60
72. K-Designers Permit # 2022-402  
City Fee: \$ 83.25 x.75% = \$ 62.43  
Total Fee:.....= \$ 62.43
73. Hometown Restoration Permit # 2022-403  
City Fee: \$ 293.25 x.75% = \$ 219.93  
Total Fee:.....= \$ 219.93
74. Select Exteriors Permit # 2022-404  
City Fee: \$ 643.75 x.75% = \$ 482.81  
Total Fee:.....= \$ 482.81
75. Gunnar Construction Permit # 2022-405  
City Fee: \$ 321.35 x.75% = \$ 240.93  
Total Fee:.....= \$ 240.93
76. Timberline Roofing Co. Permit # 2022-406  
City Fee: \$ 652.97 x.75% = \$ 489.72  
Total Fee:.....= \$ 489.72
77. Stumpy's Decks Permit # 2022-407  
City Fee: \$ 251.25 x.75% = \$ 188.43  
Plan Check Fee: \$ 163.31 x.100% = \$ 163.31  
Total Fee:.....= \$ 351.74

78. Mark Owens Permit # 2022-408  
City Fee: \$ 181.25 x.75% = \$ 135.93  
Total Fee:.....= \$ 135.93
79. McQuillan Bros. Heating Permit # 2022-409  
City Fee: \$ 80.00 x.75% = \$ 60.00  
Total Fee:.....= \$ 60.00
80. 1<sup>st</sup>. Ream Exteriors Permit # 2022-410  
City Fee: \$ 512.95 x.75% = \$ 384.71  
Total Fee:.....= \$ 374.71
81. Minnesota Exteriors Permit # 2022-411  
City Fee: \$ 462.45 x.75% = \$ 346.83  
Total Fee:.....= \$ 346.83
82. Classic Construction Permit # 2022-412  
City Fee: \$ 321.25 x.75% = \$ 240.93  
Total Fee:.....= \$ 240.93
83. Aiston Degeest Permit # 2022-413  
City Fee: \$ 452.35 x.75% = \$ 339.26  
Total Fee:.....= \$ 339.26
84. Steve Merchant Permit # 2022-414  
City Fee: \$ 452.35 x.75% = \$ 339.26  
Total Fee:.....= \$ 339.26
85. Summit Construction Permit # 2022-415  
City Fee: \$ 422.05 x.75% = \$ 316.53  
Total Fee:.....= \$ 316.53
86. Walker Roofing Permit # 2022-416  
City Fee: \$ 543.25 x.75% = \$ 407.81  
Total Fee:.....= \$ 407.81
87. Ray VanZant Plumbing Permit # 2022-417  
City Fee: \$ 80.00 x.75% = \$ 60.00  
Total Fee:.....= \$ 60.00
88. 4 Front Energy Solutions Permit # 2022-418  
City Fee: \$ 80.00 x.75% = \$ 60.00  
Total Fee:.....= \$ 60.00
89. MNRC, Inc. Permit # 2022-419  
City Fee: \$ 125.25 x.75% = \$ 93.93  
Total Fee:.....= \$ 93.93

90. Archer Exteriors Permit # 2022-421  
City Fee: \$ 349.25 x.75% = \$ 261.93  
Total Fee:.....= \$ 261.93
91. Patricia Cannady Permit # 2022-422  
City Fee: \$ 209.25 x.75% = \$ 156.93  
Total Fee:.....= \$ 156.93
92. Berwald Roofing Permit # 2022-423  
City Fee: \$ 209.25 x.75% = \$ 156.93  
Total Fee:.....= \$ 156.93
93. Berwald Roofing Permit # 2022-424  
City Fee: \$ 237.25 x.75% = \$ 177.93  
Total Fee:.....= \$ 177.93
94. Jeff Huber Permit # 2022-425  
City Fee: \$ 237.25 x.75% = \$ 177.93  
Total Fee:.....= \$ 177.93
95. Krech Exteriors Permit # 2022-426  
City Fee: \$ 523.05 x.75% = \$ 392.28  
Total Fee: .....= \$ 392.28
96. All Energy Exteriors Permit # 2022-427  
City Fee: \$ 417.81 x.75% = \$ 313.35  
Total Fee:.....= \$ 313.35
97. Willian Ward Permit # 2022-428  
City Fee: \$ 553.35 x.75% = \$ 414.93  
Total Fee:.....= \$ 414.93
96. Roofs -R-Us Permit # 2022-429  
City Fee: \$ 321.25 x.75% = \$ 240.93  
Total Fee:.....= \$ 240.93
98. Roofs -R-Us Permit # 2022-430  
City Fee: \$ 583.65 x.75% = \$ 437.73  
Total Fee:.....= \$ 437.73
99. Buildtec Contracting Permit # 2022-431  
City Fee: \$ 321.25 X.75% = \$ 240.93  
Total Fee:.....= \$ 240.93
100. Don Frank Permit # 2022-432  
City Fee: \$ 818.75 x.75% = \$ 614.06  
Total Fee:.....= \$ 614.06


101. Centerpoint Energy Sys.      Permit # 2022-433  
City Fee: \$ 80.00 x.75% = \$ 60.00  
Total Fee: .....= \$ 60.00
102. MNRC, Inc.                      Permit # 2022-434  
City Fee: \$97.25 x.75% = \$ 72.93  
Total Fee:.....= \$ 72.93
103. Grabow Plumbing              Permit # 2022-435  
City Fee: \$ 80.00 x.75% = \$ 60.00  
Total Fee:.....= \$ 60.00
104. Countrywide Contracting      Permit # 2022-437  
City Fee: \$ 265.25 x.75% = \$ 198.93  
Total Fee:.....= \$ 198.93
105. Emily Easton                    Permit # 2022-438  
City Fee: \$ 377.25 x.75% = \$ 282.93  
Total Fee:.....= \$ 282.93
106. Timberline Exteriors          Permit # 2022-439  
City Fee: \$ 597.00 x.75% = \$ 447.75  
Total Fee:.....= \$ 447.75
107. Master Plumbing Services      Permit # 2022-440  
City Fee: \$ 80.00 x.75% = \$ 60.00  
Total Fee: .....= \$ 60.00
108. Pinnacle Roofing Systems      Permit # 2022-442  
City Fee: \$ 307.25 x.75% = \$ 230.43  
Total Fee:.....= \$ 230.43
109. Welter Construction, LLC.      Permit # 2022-445  
City Fee: \$ 335.25 x.75% = \$ 251.43  
Total Fee:.....= \$ 251.43
110. Jack Pixley Services            Permit # 2022-446  
City Fee: \$ 237.25 x.75% = \$ 177.93  
Total Fee: .....= \$ 177.93
111. Residential Const, Inc.        Permit # 2022-447  
City Fee: \$ 181.25 x.75% = \$135.93  
Total Fee:..... = \$ 135.93
112. Mark Novak                      Permit # 2022-448  
City Fee: \$ 293.25 x.75% = \$ 219.93  
Total Fee: .....= \$ 219.93

113. 4 Exteriors Permit # 2022-449  
City Fee: \$ 552.85 x .75% = \$ 414.63  
Total Fee:.....= \$ 414.63
114. Central Minnesota Renovations, Inc. Permit # 2022-450  
City Fee: \$ 593.75 x.75% = \$ 445.31  
Total Fee:.....= \$ 445.31
115. New Beginnings Exteriors Permit # 2022-451  
City Fee: \$ 335.25 x.75% = \$ 251.43  
Total Fee:.....= \$ 251.43
116. Barnes Plumbing, Inc. Permit # 2022-452  
City Fee: \$ 80.00 x.75% = \$ 60.00  
Total Fee:.....= \$ 60.00
117. Clear Choice Restoration Permit # 2022-453  
City Fee: \$ 181.25 x.75% = \$ 135.93  
Total Fee:.....= \$ 135.93
118. Sela Roofing Permit # 2022-454  
City Fee: \$ 411.95 x.75% = \$ 308.96  
Total Fee:.....= \$ 308.96
119. South Mechanical Contractors Permit # 2022-455  
City Fee: \$ 80.00 x.75% = \$ 60.00  
Total Fee:.....= \$ 60.00
120. South Mechanical Contractors Permit # 2022-456  
City Fee: \$ 80.00 x.75% = \$ 60.00  
Total Fee:.....= \$ 60.00
121. Devine Custom Homes Permit # 2022-457  
City Fee: \$2,169.75 x.75% = \$ 1,627.31  
Plan Check Fee: \$ 1,400.33 x.100% = \$ 1,400.33  
Total Fee:.....= \$ 3,027.64
122. Classic Construction Permit # 2022-458  
City Fee: \$ 391.75 x.75% = \$ 293.81  
Total Fee:.....= \$ 293.81
123. The Fireplace Guys Permit # 2022-459  
City Fee: \$ 80.00 x.75% = \$ 60.00  
Total Fee:.....= \$ 60.00

124. Adam Sokoll Permit # 2022-461  
City Fee: \$ 696.25 x.75% = \$ 522.18  
Total Fee:.....= \$ 522.18
125. Liberte Construction Permit # 2022-462  
City Fee: \$ 427.30 x.75% = \$ 320.47  
Total Fee:.....= \$ 320.47
126. Twin City Roofing Permit # 2022-463  
City Fee: \$ 167.25 x.75% = \$ 125.43  
Total Fee:.....= \$ 125.43
127. Classic Construction Permit # 2022-464  
City Fee: \$ 321.25 x.75% = \$ 240.93  
Total Fee:.....= \$ 240.93
128. Classic Construction Permit # 2022-465  
City Fee: \$ 321.25 x.75% = \$ 240.93  
Total Fee:.....= \$ 240.93
129. Gregory Contracting Permit # 2022-466  
City Fee: \$ 477.58 x.75% = \$ 358.18  
Total Fee:.....= \$ 358.18
130. Rosebud Construction Permit # 2022-486  
City Fee: \$ 543.25 x.75% = \$ 407.43  
Plan Check Fee: \$ 353.11 x.100% = \$ 353.11  
Total Fee:.....= \$ 760.54
131. The Fireplace Guys Permit # 2022-487  
City Fee: \$ 80.00 x.75% = \$ 60.00  
Total Fee:.....= \$ 60.00
- 

Total Fee's .....= \$ 52,128.34

Respectfully submitted,



Jack Kramer

Building Official



**Northern Salt**  
INCORPORATED

PO Box 1028  
Forest Lake, MN 55025

Phone: 651-209-3148  
Fax: 651-407-0609  
www.northersalt.com

**Invoice**

Date	Invoice #
6/28/2024	31064

<b>Bill To</b>		<b>Ship To</b>		
City of Grant PO Box 577 Willernie MN 55090		10010 60th St N Stillwater, MN 55082		
<b>Due Date</b>	<b>P.O. No.</b>	<b>S.O. No.</b>	<b>Terms</b>	<b>Rep</b>
7/28/2024		94126	Net 30	HOUSE
<b>Description</b>	<b>Quantity</b>	<b>Rate</b>	<b>U/M</b>	<b>Amount</b>
Calcium Chloride 38%	38,460	1.515	gal	58,266.9
Brian- Ph# 651-269-5889 Job# 26074				
Prompt payment would be appreciated. Late payments could result in a 1.5% monthly finance charge. Customer agrees to pay all costs of collection, including attorney's fees.			<b>Subtotal</b>	\$58,266.9
			<b>Sales Tax (0.0%)</b>	\$0.0
			<b>Total</b>	\$58,266.9

We appreciate your business. For an additional convenience fee of 3% of the transaction total, NSI will accept Visa, Mastercard and American Express credit card payments.





WASHINGTON COUNTY SHERIFFS OFFICE  
 15015 62ND ST N  
 PO BOX 3801  
 STILLWATER MN 55082

<b>Invoice</b>	
Invoice Number:	22404
Account Number:	21791
Due Date	8/8/24
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.*

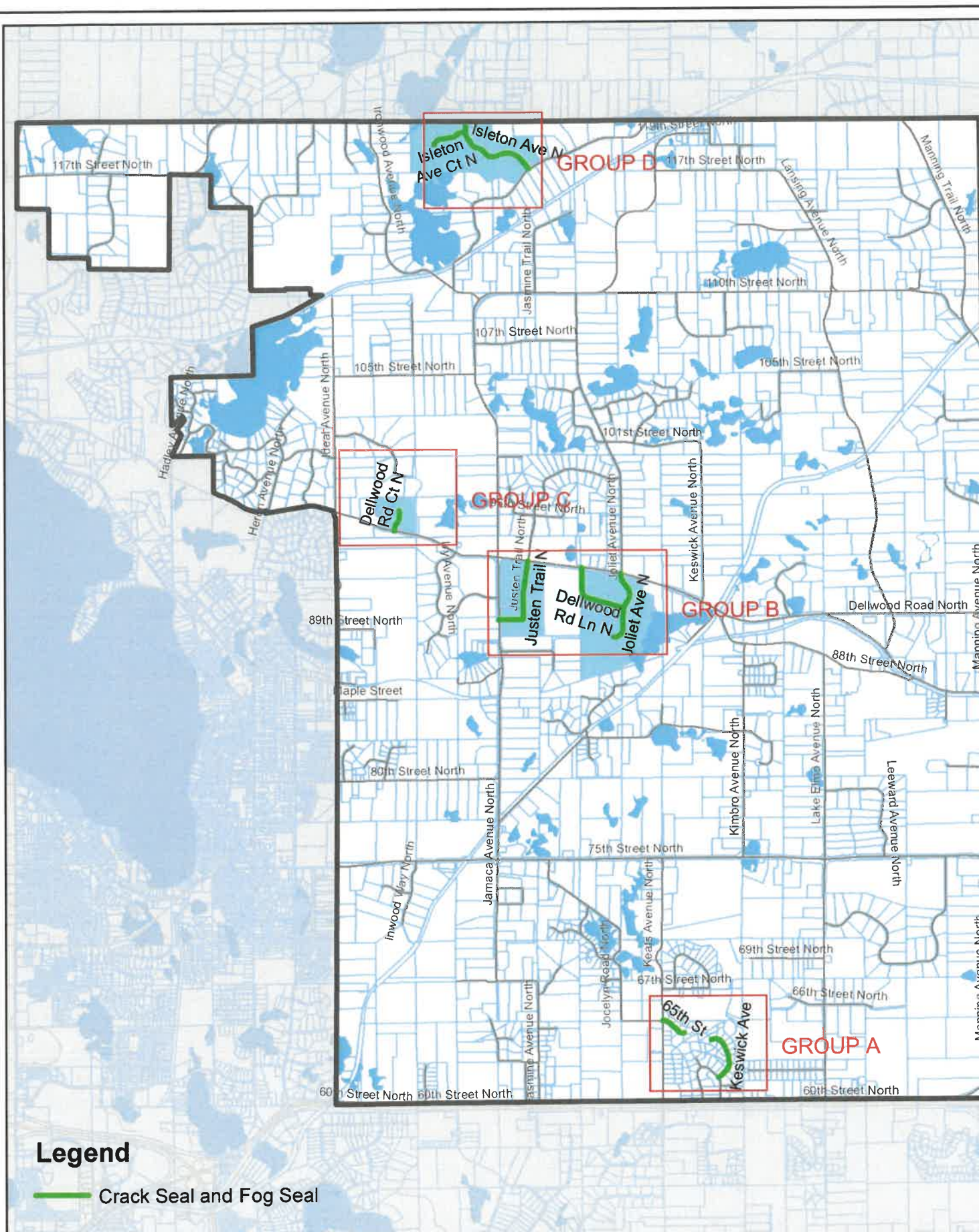
<b>Invoice</b>						
<b>Date</b>	<b>Number</b>	<b>Type</b>	<b>Due Date</b>	<b>Remark</b>	<b>Amount</b>	
7/16/24	224044	Invoice	8/8/24	JAN-JUNE 2024 POLICE SERVICES	\$91,720.90	
I declare under the penalties of law that this account claim or demand, is just and correct and no part of it has been paid.  Please make check payable to <b>Washington County</b> and mail to the address above.					<b>Invoice Total</b>	\$91,720.90
					<b>Sales Tax</b>	
					<b>Balance Due</b>	\$91,720.90

**City of Grant**  
**2024 Police Services**  
**1.0 FTE Deputy**




<u>WAGES</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
Regular Pay	2,080	\$43.01	\$89,466.13
Holiday	88	\$43.01	\$3,785.11
Vacation	120	\$43.01	\$5,161.51
Sick Leave	40	\$43.01	\$1,720.50
Overtime	100	\$64.52	\$6,451.88
<b>Total Annual Wages</b>			<b>\$106,585.14</b>
<u>BENEFITS</u>			
PERA		17.70%	\$18,865.57
Medicare		1.45%	\$1,545.48
Employer Liability		4.50%	\$4,796.33
Medical Insurance			\$15,425.78
Life Insurance			\$49.00
Long Term Disability			\$116.00
<b>Total Annual Benefits</b>			<b>\$40,798.16</b>
<u>OTHER EXPENSES</u>			
Cost of Administrative Support			\$4,799.05
Cost of Supervision			\$10,939.26
Uniform/Vest Replacement	1	\$1,445.00	\$1,445.00
Radio/Gun/Taser Replacement	1	\$900.00	\$900.00
Body Worn Camera/Radio Service	1	\$1,000.00	\$1,000.00
Vehicle Mileage	25,000	\$0.685	\$17,125.00
Records Management System			\$10,602.84
<b>Total Annual Other Expenses</b>			<b>\$46,811.14</b>
<u>CREDITS</u>			
Police State Aid Credit			(\$10,752.64)
<b>Total Annual Credits</b>			<b>(\$10,752.64)</b>
<b>Total Annual Contract Cost</b>			<b>\$183,441.80</b>



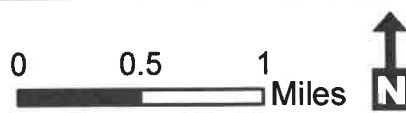


**Legend**

 Crack Seal and Fog Seal



**Project Location Map**  
 2024 Street Maintenance  
 Grant, MN



## REQUEST FOR QUOTES

Company Name: <b>PEARSON BROS., INC.</b>	
Address: <b>11079 LAMONT AVE, NE</b>	
City, State, Zip: <b>HANOVER, MN, 55341</b>	
Email Address: <b>office @ pearsonbrosinc.com</b>	Telephone No.: <b>763-391-6622</b>

**Project Name:** 2024 Pavement Management Project  
City of Grant, MN

**Project Location:** Refer to the attached project location map (Appendix A) and specifications.

**Submit Quote To:** Brad Reifsteck, PE  
Project Manager LHB, Inc.  
Email: Brad.Reifsteck@LHBCorp.com

**Quotes Due:** No later than 4:00 p.m. local time on Tuesday, July 30, 2024, by email.

**Other Requirements:**

The undersigned certifies that the Contract Documents have been carefully examined, and that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be completed is understood, and that at no time will misunderstanding of the Contract Documents be pleaded. On the basis of the Contract Documents, the undersigned proposes to furnish all necessary apparatus and other means of construction, to do all the work and furnish all the materials in the manner specified, and to accept as full compensation therefore the sum of the various products obtained by multiplying each unit price herein bid for the work or materials, by quantities thereof actually incorporated in the completed project, as determined by the Engineer.

By submitting this quote, it is understood that the Owner reserves the right to reject any or all quotes and to waive informalities.

As a part of this quote, the Contractor agrees to perform all work described in the specifications and shown on the drawings for the following unit prices:

Spec No.	Mat. No.	Item	Units	Quantity	Unit Price	Total Price
S-1	2021.501	MOBILIZATION	LS	1	\$ 2,500.00	\$ 2,500.00
S-2	2331.619	ROUT & SEAL BITUMINOUS PAVEMENT CRACKS – GROUP A	RDST	13	\$ 140.00	\$ 1,820.00
S-2	2331.619	ROUT & SEAL BITUMINOUS PAVEMENT CRACKS – GROUPS B, C, D	RDST	116	\$ 140.00	\$ 16,240.00
S-3	2355.506	BITUMINOUS MATERIAL FOR FOG SEAL	GAL	3,560	\$ 4.00	\$ 14,240.00
S-4	2563.601	TRAFFIC CONTROL	LS	1	\$ 2,500.00	\$ 2,500.00
<b>TOTAL QUOTE</b>						<b>\$ 37,300.00</b>

**PROJECT DESCRIPTION**

Work to be performed shall include:

- Crack sealing along the designated street areas as shown on the attached project location map.
- Applying fog seal to the designated street areas as shown on the attached project location map.
- All necessary traffic control. No lane closures are anticipated to be needed to complete the work.

**PROJECT SPECIFICATIONS**

The following specifications shall govern this project:

- MnDOT Standard Specifications for Highway Construction (2020).

Work shall be completed as follows:

- The Notice to Proceed is anticipated to be issued by the Owner in early August 2024. The exact date of issuance will be determined based on the Contractor's schedule. Construction shall start within seven days of receiving the Notice to Proceed.
- No work shall commence until Notice to Proceed is given by the Owner.
- Once work has begun, the Contractor will have a maximum of 14 working days to final completion of the work. All work under this contract, including final cleanup as specified, and completion and submittal of final paperwork shall be on or before September 27, 2024.

Submitted By:

NAME: (Legal Name of bidding entity)

PEARSON BROS., INC.

Signature: JACK E. PEARSON

Printed Name: JACK E. PEARSON

Title: PRESIDENT

Date: 7/19/24

Address for giving notices:

11079 LAMONT AVE NE  
HANOVER, MN 55341

If a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

Signature: MORGAN PEARSON

Printed Name: MORGAN PEARSON

Title: OFFICE MANAGER

Date: 7/19/24

Federal Employer ID Number (EIN): 411751395





**clerk@cityofgrant.us**

---

**From:** mayorhuber@cityofgrant.us  
**Sent:** Tuesday, July 2, 2024 12:35 PM  
**To:** Administrator/Clerk  
**Subject:** Fwd: Please provide Ms. Shelander with a link to the next city council meeting and put Ms. Shelander on the agenda for public comment. re: reimbursement for Feral cat ethnicization

Kim, could you explain how to access our website and comment on the meeting.

----- Original Message -----

**Subject:** Please provide Ms. Shelander with a link to the next city council meeting and put Ms. Shelander on the agenda for public comment.

re: reimbursement for Feral cat ethnicization

Date: 2024-07-02 09:49 AM

From: <annashelander@comcast.net>

To: <mayorhuber@cityofgrant.us>

Cc: ""Johnshelander@comcast.net"" <johnshelander@comcast.net>

To make this less complex, please have your admin provide me a zoom invite (or google meet/teams) to your next meeting. Thank you.

-----Original Message-----

From: mayorhuber@cityofgrant.us <mayorhuber@cityofgrant.us>

Sent: Tuesday, July 2, 2024 10:34 AM

To: annashelander@comcast.net; Administrator/Clerk <clerk@cityofgrant.us>

Subject: Re: reimbursement for Feral cat ethnicization

Mrs. Shelander,

Reimbursement of this type is not an executive decision this would be a policy decision for the entire Council.

Your dogs attacked the cat, to me it's status as domestic or feral is immaterial, in this situation the entirety of events occurred as a result of the initial attack. The City is not required to employ animal control and as I remember it was a 5-0 vote to not employ animal control owing to the infrequent service requests and the base monthly costs. Even many years back when we did employ animal control, the service was only for dogs.

Certainly you're welcome to come to the next Council meeting public comment section and inform the entire Council as to the incident and request compensation.

Thank you

Jeff

On 2024-07-02 08:15 AM, annashelander@comcast.net wrote:

> Good morning.

>

> Your timeline is correct. But leaves out where my costs occurred.

>



## ASSESSMENT SERVICES AGREEMENT

**THIS ASSESSMENT SERVICES AGREEMENT** (the “Agreement”), is entered into and made effective this 1st day of July 1, 2024 (the “Effective Date”), by and between the **CITY OF GRANT**, a Minnesota municipal corporation and political subdivision (the “City”), and **PAUSZEK, INC.**, a Minnesota corporation, **PATRICK A. POSHEK**, Chief Executive Officer (the “Assessor”) (collectively, the “Parties”). The City Council of the City conducted a request for proposal process for assessor services for assessment year 2025.

The Parties hereby agree as follows:

**1.0 Term; Services.** The term of service will be for a period of one (1) year, commencing on June 30, 2025, and terminating on that date for renewal purposes unless terminated earlier pursuant to the terms of this Agreement (the “Term”). For purposes of this Agreement, the phrase “Assessment Year” shall refer to each assessment year during the Term commencing the day following the adjournment of the Board for the prior assessment year and ending on the date on which the Board adjourns for the current assessment Year. During the Term, Assessor agrees to provide all assessment services for real property in the City for Assessment Years 2024 through 2025, including, without limitation: physical inspection of one-fifth (20%) of all properties within the City each Assessment Year; conducting market studies each Assessment Year, which include land sales, improved property sales, new construction sales, land residual/building residual analysis; complete divisions/combinations of tax parcels annually; review/read blueprints and provide on-site inspection work for new construction by January 2 of each Assessment Year; maintain good public relations by responding to inquiries regarding property tax rebates, tax estimates, and homestead applications; assist in the defense of challenged assessments at the local board of review, working closely with Washington County in the event of a Tax Court appeal (collectively, the “Services”), and such other tasks and responsibilities which are mutually agreed to relate to the Services as requested by the City from time to time. Assessor shall perform such Services in a professional, timely and workmanlike manner.

**2.0 Independent Contractor Relationship.** It is the intention of the Parties to establish by this Agreement an independent contractor relationship. Assessor is an independent contractor and is not an employee, partner, or joint venture of the City for any purpose. Assessor shall have no authority to bind the City or enter into any contract, obligation, or agreement on the City’s behalf except with the City’s written permission. The City and Assessor acknowledge that Assessor shall not be subject to the provisions of any employee handbook, personnel policy, procedure manual, rules or regulations applicable to employees of the City. Assessor is not entitled to receive, and hereby waives the right to participate in, any employer-paid or employer-sponsored employee welfare, retirement, and/or pension benefits of the City, including but not limited to, paid time off, paid vacation, paid sick leave, health insurance, dental insurance, retirement contributions, 401(k), etc. Assessor shall fulfill Assessor’s responsibility independent of, and without supervisory control by, the City and shall utilize his independent professional judgment in rendering services under this Agreement; provided, however, that the City shall be entitled to exercise broad general powers of supervision and control over the results of work performed by Assessor to ensure satisfactory performance.

**3.0 Compensation.** The Assessor shall be compensated for the Services provided in this Agreement. Each Assessment Year during the Term, the City shall pay to the Assessor an annual fee in the amount of Twenty-Seven Thousand Six Hundred Dollars and 00/100 (\$27,600.00) (the "Assessor's Fee"). The Assessor's Fee shall be paid in monthly installments of Two Thousand and Three Hundred Dollars (\$2,300.00) commencing on June 30, 2024 and on the tenth day of each month thereafter. Such monthly payment shall compensate Assessor for the Services provided for the immediately preceding month. The Assessor shall provide the City an invoice for each month of Services, which shall include a brief summary of the work performed during the previous month.

**4.0 Taxation.** The City shall not, and shall not be obligated to, withhold or contribute any payroll, federal, state, and/or local income taxes with respect to such payments. Assessor shall properly report all income received under this Agreement to the appropriate taxing authorities as required by applicable law and shall be solely responsible for paying, and hereby agrees to pay, all federal, state, and local income taxes, payroll taxes, self-employment taxes, and all other taxes and assessments with respect to all payments received by Assessor under this Agreement. Assessor shall indemnify and hold the City harmless from and against all taxes, penalties, assessments, fines, audits, liability, claims, damages, and other expenses, including reasonable attorney's fees and costs, asserted against or incurred by the City due to Assessor's failure to report or pay any taxes due and owing on account of Assessor's receipt of payments under this Agreement. Assessor reserves, at his sole discretion, the right to assign payments due under this Agreement to another entity or third party. The covenants of this Section survive the termination or expiration of this Agreement for any reason.

**5.0 Workers' Compensation Insurance; Errors and Omissions Insurance.** Assessor understands that the City will not provide workers' compensation coverage for injury, death, disease, or occupational injury suffered by Assessor while performing the Services under this Agreement. Assessor shall be responsible for obtaining any required workers' compensation insurance coverage for Assessor. Assessor agrees to indemnify, hold harmless, and protect the City and its shareholders, owners, officers, directors, employees, and insurers, and their successors and assigns, from and against any and all damages, liability, attorney's fees, and costs arising from or related to any injury, death, disease, or occupational injury suffered by Assessor or his agents or employees, except to the extent caused by the grossly negligent, intentional, willful, or wanton acts of the City.

Assessor shall obtain or otherwise maintain existing errors and omissions/malpractice insurance at all times during the Term of this Agreement. The insurance shall contain a coverage amount adequate, in the reasonable opinion of the City, to protect the City from any potential liability. Assessor shall provide a copy of his errors and omissions policy to the City as of the effective date of this Agreement. The covenants of this Section survive the termination or expiration of this Agreement for any reason.

**6.0 Discretion and Judgment.** The City is relying upon Assessor's education, experience, skill, and wisdom in determining how to complete the Services under this Agreement. Assessor shall use Assessor's independent judgment and discretion in the performance of the Services under this Agreement.

**7.0 Warranty.** Assessor warrants that Assessor will perform the Services hereunder using Assessor's best efforts, in compliance with applicable laws and industry standards, and that to the best of Assessor's knowledge, Assessor's entering into this Agreement or performance of the Services called for by this Agreement does not and shall not violate any applicable law, rule, or regulation, or any contracts with or obligations to third parties. The covenants of this Section survive the termination or expiration of this Agreement for any reason.

**8.0 Confidentiality.** Assessor shall not alter, damage, destroy, delete, disable, conceal, corrupt, remove, download, reverse-engineer, transfer, transmit, disclose, disseminate, share, sell, use, transfer, disclose or give away any Confidential Information, except in the performance of the Services under this Agreement or as required by any applicable law or court order. Assessor shall return any and all such materials to the City immediately upon the request of the City and immediately upon termination of this Agreement. The covenants of this Section survive the termination or expiration of this Agreement for any reason. For purposes of this Agreement, "Confidential Information" shall mean all non-public information related to or obtained in connection with Services.

**9.0 Indemnification by Assessor.** Assessor agrees to protect, defend, indemnify and hold harmless the City from and against any and all claims, proceedings, and investigations, and all loss, costs, damages, liability and expenses (including court costs and reasonable attorney's fees) arising out of any negligent, grossly negligent, willful misconduct, or wanton actions of Assessor or his agents or employees, or arising out of any breach or violation of this Agreement by Assessor. The obligation of Assessor arising under this Section during the term of this Agreement shall survive its expiration or termination.

**10.0 Early Termination.** The term of this Agreement shall be as provided in Section 1.0 of this Agreement. City or Assessor may earlier terminate this Agreement for any reason upon the delivery of ninety (90) days written notice to the other. If this Agreement is terminated in accordance with this provision, City shall be obligated to pay only the outstanding fees and expenses due and owing through the effective date of termination, prorated daily for any partial Assessment Years.

**11.0 Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision contained in this Agreement, or the application thereof, shall be held invalid, illegal or unenforceable, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or this Agreement.

**12.0 Entire Agreement.** This Agreement and the Exhibit attached herein represents the entire agreement of the Parties regarding its subject matter and supersedes any prior verbal or written agreements, commitments, or communications regarding the same. The terms and provisions of this Agreement may not be changed, waived, altered or amended except in a written agreement signed by both Parties.

**13.0 Governing Law and Venue.** The performance, construction, and interpretation of this Agreement and all disputes between the Parties that arise out of this Agreement or occur during the term of this Agreement shall be governed and construed in all respects by the laws of the State of Minnesota, without regard to its conflicts of law principles. The Parties acknowledge and agree that any disputes or litigation between the parties shall be brought exclusively in the state court situated in the County of Washington, State of Minnesota. The Parties agree that such courts are a convenient forum for the resolution of such disputes and waive the right to seek a change of venue to any different court or forum.

**14.0 Assignment.** Assessor may not transfer or assign Assessor's rights or obligations contained in this Agreement unless approved in writing by the City, nor may Assessor subcontract for Services which Assessor is to provide pursuant to this Agreement, without prior written notification to the City. Any individual employed or subcontracted by Assessor for performance of Services will hold appropriate licensure as required by the Minnesota State Board of Assessors.

**15.0 Ancillary Agreements.** Termination of this Agreement shall have no impact or effect upon any other agreement entered into by City and Assessor or its affiliates.

**16.0 Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

[NO FURTHER TEXT ON THIS PAGE]

**IN WITNESS WHEREOF**, the Parties have executed this Assessment Agreement as of the date first set forth above.

**ASSESSOR:**

**PAUSZEK, INC.**

\_\_\_\_\_  
**PATRICK A. POSHEK**

**CITY:**

**CITY OF GRANT**

By: \_\_\_\_\_

Its: Mayor

Date

By: \_\_\_\_\_

Its: City Administrator

Date

## City Council Report for July 2024

To: Kim Points City Clerk

From: Jack Kramer Building Official

### City Code Violations:

1. Richard & Nancy Lornston 9700-103<sup>rd</sup>. St. N.- Violation of City Code Section 32-245 Allowed Uses & Section 12-23 Storage of Moveable Property and Section 32-332 Noise.

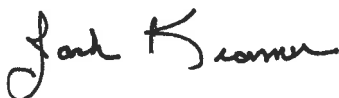
a. The City received a formal complaint regarding the use of the property. The complaint indicated that the property owner was operating an auto restoration business. The type of business generates noise and affects the neighboring properties.

I sent a letter dated July 9, 2024 and have made an on-site inspection with a meeting with the property owners on July 16, 2024. I have sent another letter advising the property of the City Code violations and a time line to cease and desist the business operation.

### Building Permit Activity:

1. 30 Thirty building permits have been issued for a total valuation of \$ 396,181.00.

Respectfully submitted,



Jack Kramer

Building & Code Enforcement Official

2024-128	Garage Plumbing	Johnson	11970 Isleton Ct. N.	6/18/2024	N/A	\$	80.00	
2024-129	Furnace	Johnson	6193 Inwood Court N.	6/22/2024	N/A	\$	80.00	
2024-130	Mini-Split Heating Sys	Two Silo's Winery	7040-117th. St. N.	6/22/2024	N/A	\$	80.00	
2024-131	Windows	Vadnaif	8620 Kimbro Ln.N.	6/22/2024	\$	49,374.00	643.75	
2024-132	Windows	Finley	11779-97th. St N	6/22/2024	\$	21,647.00	349.25	
2024-133	Gas Line Generator	Swift	10435 Hadley Circle N.	6/24/2023	N/A	\$	80.00	
2024-134	Plumbing Remodel	Carlson	10535-83rd. St. N.	6/24/2024	N/A	\$	80.00	
2024-135	Air Conditioner	Deak	8118-80th. St. N.	6/24/2024	N/A	\$	80.00	
2024-136	Furnace & Air Cond	Ritt	11968 Ironwood Ave. N	6/25/2024	N/A	\$	80.00	
2024-137	Furnace & Air Cond	Gutzman	9760-103rd. St. N.	6/25/2024	N/A	\$	80.00	
2024-138	Re-Roof	Peterson	540 Maple St.N.	6/25/2024	\$	20,000.00	321.25	
2024-139	Interior Remodeling	Bailey	8840 Jamaca Ave. N.	6/26/2024	\$	30,000.00	442.25	
2024-140	Plumbing Remodel	Bailey	8840 Jamaca Ave. N.	6/26/2024	N/A	\$	80.00	
2024-141	HVAC Remodeling	Bailey	8840 Jamaca Ave. N.	6/26/2024	N/A	\$	80.00	
2024-142	Re-Roof	Goff	11490 Grenelefe Ave. N.	6/26/2024	\$	42,000.00	563.45	
2024-143	Water Heater	Albrecht	9186-68th. St. N.	6/27/2024	N/A	\$	80.00	
2024-144	Re-Roof	Savignac	8591 Kimbro Ave.N.	6/28/2024	\$	8,000.00	182.05	
2024-145	Wood Fireplace	Reynolds	10851-62nd. St. N.	7/1/2024	N/A	\$	80.00	
2024-146	Swimming Pool	Heck	7285 Lone Oak Trail N.	7/1/2024	\$	65,000.00	748.75	
2024-147	Water Heater	Klagmann	7837 Jamaca Ave. N.	7/1/2024	N/A	\$	80.00	
2024-148	Gas Fireplace	Donaldson	9120 Ivy Ave. N.	7/3/2024	N/A	\$	80.00	
2024-149	Water Softener	Dehn	9950 Indigo Trl. N.	7/5/2024	N/A	\$	80.00	
2024-150	Windows	Lewis	9360-84th. St. N.	7/5/2204	N/A	\$	452.85	
2024-151	Plumbing Remodel	Goodchild	11885 Dellwood Rd. N.	7/8/2024	N/A	\$	80.00	
2024-152	Garage HVAC	Johnson	11970 Isleton Ave. N.	7/9/2024	N/A	\$	80.00	
2024-153	Mini Split- HVAC	Felipe	8570 Kimbro Ave. N.	7/10/2024	N/A	\$	80.00	
2024-154	Wood Fireplace Insert	Reynolds	10851-62nd. St. N.	7/10/2024	N/A	\$	80.00	
2024-155	Garage	Jordan	7347-115th. St. N.	7/11/2024	\$	98,000.00	979.75	
2024-156	Re-Roof	Goff	11490 Grenelefe Ave.N.	7/15/2024	\$	42,000.00	563.45	
2024-157	Covered Patio	Berglund	11107 Jasmine Trail N.	7/17/2024	\$	20,160.00	335.25	
Monthly total							\$	7,102.05
							\$	396,181.00