

**City of Grant
City Council Agenda
May 6, 2025**

The regular monthly meeting of the Grant City Council will be called to order at 6:30 p.m. on Tuesday, May 6, 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. APPROVAL OF REGULAR AGENDA

4. APPROVAL OF CONSENT AGENDA

- A. April 2025 Bill List, \$113,418.99**
- B. April 1, 2025 City Council Meeting Minutes**
- C. Resolution No. 2025-09, Denial of Variance Application**
- D. Dust Control Bid, Northern Salt, \$1.56 per gallon**

**E. Resolution No. 2025-08, 2025 BCA - Joint Powers and CJDN Agreements and Resolution -
Renewal**

5. STAFF AGENDA ITEMS

- A. City Engineer, Brad Reifsteck (no action items)**
- B. City Planner, Jennifer Swanson (no action items)**
- C. City Attorney, Nick Vivian (no action items)**

6. NEW BUSINESS

- A. Consideration of Assessor's Contract Extension**

7. UNFINISHED BUSINESS

- A. Consideration of Community Event**

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 MAY 6 THROUGH MAY 31, 2025:

**Mahtomedi Public Schools Board Meeting, Thursday, May 8th and May 22nd, Mahtomedi District
Education Center, 7:00 p.m.**

Stillwater Public Schools Board Meeting, Thursday, May 8th, Stillwater City Hall, 7:00 p.m.

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

Memorial Day, Monday, May 26th

10. ADJOURNMENT

Fund Name: 100 - General Fund

Date Range: 04/01/2025 To 04/30/2025

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
04/01/2025	PageCrafter	16706	Website Revisions	N	Web Site Costs	100-41312-210-	\$ 150.00
	Total For Check	16706					\$ 150.00
04/01/2025	Donna Lennes	16707	Mailbox Replacement	N	Miscellaneous Expenses	100-41306-220-	\$ 50.00
	Total For Check	16707					\$ 50.00
04/08/2025	Full Compass	FRC-3-31-25	Backup Power-Town Hall-FRCC	N	Town Hall Supplies	100-43001-210-	\$ 138.73
	Total For Check	FRC-3-31-25					\$ 138.73
04/28/2025	Payroll Period Ending 04/30/2025	16708	April25	N	Clerk Salary	100-41101-100-	\$ 4,546.01
	Total For Check	16708					\$ 4,546.01
04/28/2025	MN Department of Labor & Industry	16709	1st Quarter Building Permit Surcharge Conf#1630602025	N	Building Permit Surcharge	100-42005-210-	\$ 1,155.37
	Total For Check	16709					\$ 1,155.37
04/28/2025	Payroll Period Ending 04/30/2025	16710	April25Medical	N	Accounting Services	100-41202-130-	\$ 1,000.55
	Total For Check	16710					\$ 1,000.55
04/28/2025	LRS	16711	Town Hall Portapot	N	Town Hall Porta Pot	100-43007-210-	\$ 134.00
	Total For Check	16711					\$ 134.00
04/28/2025	Waste Management	16712	Recycling -	N	Recycling	100-43011-384-	\$ 6,386.37
	Total For Check	16712					\$ 6,386.37
04/28/2025	CliftonLarsonAllen	16713	2025 Audit Billing -	N	Audit Fees	100-41201-300-	\$ 8,763.20
	Total For Check	16713					\$ 8,763.20
04/28/2025	Washington County Property Records	16714	2025 Special Assessment Billing #229468	N	Property Assessor	100-41208-300-	\$ 376.00
	Total For Check	16714					\$ 376.00
04/28/2025	Eckberg Lammers	16715	Legal Services	N	Legal Fees - Prosecutions	100-41206-304-	\$ 2,652.94
	Total For Check	16715					\$ 2,652.94
04/28/2025	Ken Ronnan	16716	Video Tech Services - April	N	Cable Costs	100-41212-100-	\$ 150.00
	Total For Check	16716					\$ 150.00

Fund Name: 100 - General Fund

Date Range: 04/01/2025 To 04/30/2025

<u>Date</u> <u>Vendor</u>		<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
04/28/2025	Pauszek Inc.	16717	April Assessor Billing	N	Assessing	100-41550-300-	\$ 2,300.00
Total For Check		16717					\$ 2,300.00
04/28/2025	KEJ Enterprises	16718	Roads Supervisor	N	Roads Supervisor	100-43014-300-	\$ 14,587.38
Total For Check		16718					\$ 14,587.38
04/28/2025	Press Publications	16719	Summary Publications-Public Hearings	N	Escrow	100-49320-351-1038	\$ 66.00
Total For Check		16719				100-49320-351-1041	\$ 66.00
							\$ 132.00
04/28/2025	LHB	16720	MarchEngineering	N	Engineering Fees - General Utility/ROW Permits	100-41203-300-	\$ 4,802.00
		16720			Escrow	100-43132-300-	\$ 705.50
		16720				100-49320-300-1008	\$ 660.00
Total For Check		16720					\$ 6,167.50
04/28/2025	CenturyLink	16721	City Phone	N	City Office Telephone	100-41309-321-	\$ 175.30
Total For Check		16721					\$ 175.30
04/28/2025	Kline Bros Excavating	16722	Road Maintenance	N	Grader Contractor	100-43101-224-	\$ 10,526.25
		16722			Road Brushing	100-43114-224-	\$ 6,480.00
		16722			Ditch Repair	100-43133-224-	\$ 4,090.00
Total For Check		16722					\$ 21,096.25
04/28/2025	Washington County Public Works	16723	Invoice#228878- Oct/Dec traffic signal	N	Street Lights	100-43117-330-	\$ 71.64
Total For Check		16723					\$ 71.64
04/28/2025	Hisdahl's	16724	Council Name Plat	N	Town Hall Supplies	100-43001-210-	\$ 24.28
Total For Check		16724					\$ 24.28
04/28/2025	Catalyst	16725	Spring Newsletter	N	City Newsletter	100-41307-300-	\$ 1,738.00
Total For Check		16725					\$ 1,738.00
04/28/2025	Eckberg Lammers	16726	Legal Services	N	Legal Fees - General	100-41204-304-	\$ 300.00
		16726			Legal Fees - Complaints	100-41205-304-	\$ 87.50
		16726			Legal Fees - Prosecutions	100-41206-304-	\$ 2,652.25
Total For Check		16726					\$ 3,039.75
04/28/2025	A.R.C Paving	16727	Inv#396/397/398	N	Pothole Repairs	100-43109-220-	\$ 15,711.63
Total For Check		16727					\$ 15,711.63
04/28/2025	Pauszek Inc.	16728	May Assessor Billing	N	Assessing	100-41550-300-	\$ 2,300.00

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<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
04/28/2025	Croix Valley Inspector	16729	Building Inspector	N	Building Inspection	100-42004-300-	\$ 6,685.61
	Total For Check	16729					\$ 6,685.61
04/28/2025	Washington Conservation District	16730	1st Quarter Billing	N	MS4	100-43118-300-	\$ 225.00
	Total For Check	16730					\$ 225.00
04/28/2025	PERA	16731	PERA -April	N	Clerk PERA	100-41102-100-	\$ 399.56
		16731				100-41102-120-	\$ 461.03
	Total For Check	16731					\$ 860.59
04/28/2025	ADobe	ADEFT17	Monthly Fee - Auto	N	Office Equipment	100-41314-210-	\$ 52.00
	Total For Check	ADEFT17					\$ 52.00
04/28/2025	Comcast	CCEFT32	Town Hall W/ff - Auto	N	Town Hall Supplies	100-43001-210-	\$ 186.99
	Total For Check	CCEFT32					\$ 186.99
04/28/2025	IRS	EFT221	Medical	N	Clerk FICA/Medicare	100-41103-100-	\$ 99.45
		EFT221			Clerk Medicare	100-41105-100-	\$ 18.85
		EFT221			Federal Withholding	100-41107-100-	\$ 100.00
		EFT221			Social Security Expens	100-41109-100-	\$ 80.60
	Total For Check	EFT221					\$ 298.90
04/28/2025	IRS	EFT222	Payroll	N	Clerk FICA/Medicare	100-41103-100-	\$ 470.24
		EFT222			Clerk Medicare	100-41105-100-	\$ 89.13
		EFT222			Federal Withholding	100-41107-100-	\$ 478.94
		EFT222			Social Security Expens	100-41109-100-	\$ 381.11
	Total For Check	EFT222					\$ 1,419.42
04/28/2025	Minnesota Department of Revenue	FRCC4/2/25	1st Quarter Payroll Tax - FRCC	N	State withholding	100-41106-100-	\$ 1,056.75
	Total For Check	FRCC4/2/25					\$ 1,056.75
04/28/2025	T-Mobile	TMEFT43	City Cell - auto	N	Road Expenses - Other	100-43116-210-	\$ 20.00
	Total For Check	TMEFT43					\$ 20.00
04/28/2025	Xcel Energy	XcelEFT44	Utilities - Town Hall - Pole Barn - Auto	N	Town Hall Electricity	100-43004-381-	\$ 192.53
		XcelEFT44				100-43004-381-	\$ 13.33
		XcelEFT44			Well House Electricity	100-43010-381-	\$ 29.09
		XcelEFT44			Street Lights	100-43117-381-	\$ 67.13
	Total For Check	XcelEFT44					\$ 302.08

Fund Name: 100 - General Fund

Date Range: 04/01/2025 To 04/30/2025

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total	
04/29/2025	SHC, LLC	16732	Planning Services	N	City Planner Escrow	100-41209-300-	\$ 1,225.00	
		16732				100-49320-300-1008	\$ 549.25	
		16732				100-49320-300-1025	\$ 549.25	
		16732				100-49320-300-1037	\$ 273.25	
		16732				100-49320-300-1038	\$ 1,912.00	
		16732				100-49320-300-1041	\$ 2,692.25	
		Total For Check	16732				\$ 7,201.00	
04/29/2025	Chris Bond	16733	Escrow Refund - minor subdivision	N	Escrow	100-49320-810-1038	\$ 2,022.00	
		Total For Check				16733		\$ 2,022.00
04/29/2025	James Filipkowski	16734	Escrow Refund - Variance	N	Escrow	100-49320-810-1041	\$ 241.75	
		Total For Check				16734		\$ 241.75
Total For Selected Checks							\$ 113,418.99	

CITY OF GRANT
MINUTES

DATE : April 1, 2025
TIME STARTED : 6:30 p.m.
TIME ENDED : 8:07 p.m.
MEMBERS PRESENT : Councilmember Rog, Cornett,
Cremona, Anderson and Mayor Giefer
MEMBERS ABSENT : None

Staff members present: City Attorney, Amanda Johnson; 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

OATH OF OFFICE

City Attorney Johnson provided the Oath of Office to Council Member Greg Anderson.

PLEDGE OF ALLEGIANCE

SETTING THE AGENDA

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

CONSENT AGENDA

March 2025 Bill List, \$94,595.86 Approved

Resolution No. 2025-06, Amended CUP Application,
7040 117th Street, Two Silo 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 Request for Minor Subdivision 11225 Julianne Ave N –
City Planner Haskamp advised Michelle and Christopher Bond (“Applicants” and “Owners”) are requesting a Minor Subdivision (Lot Split) for the property located at 11225 Julianne Ave N. The 52.3-acre property will be divided into three (3) buildable lots ranging in size from 6 to 36-acres. The proposed Parcel B (6-acres) will contain the existing residential structure and the existing septic system that serves the property.

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 April 1, 2025.

The following staff report summarizes the requested Minor Subdivision (Lot Split), existing conditions, draft findings, and conditions of approval.

APPLICATION SUMMARY

Applicant/Owner: Michelle and Christopher Bond	Location: 11225 Julianne Avenue North, Grant, MN 55082 PID: 0303021440002 Lot Size: 52.3-Acres Land Use: Agricultural Zoning: Agricultural Large Scale (A-1)
Request: The Applicant is requesting a Minor Subdivision (Lot Split). The existing 52.3-acre property will be divided into three (3) buildable parcels ranging in size from 6 to 36-acres.	

City Planner Haskamp stated the City’s subdivision ordinance allows for minor subdivisions and lot line adjustments as defined in Section 30-9 and 30-10. Section 32-246 governs dimensional standards and other zoning considerations. The following analysis provides an overview of the Minor Subdivision request and any relevant established standards.

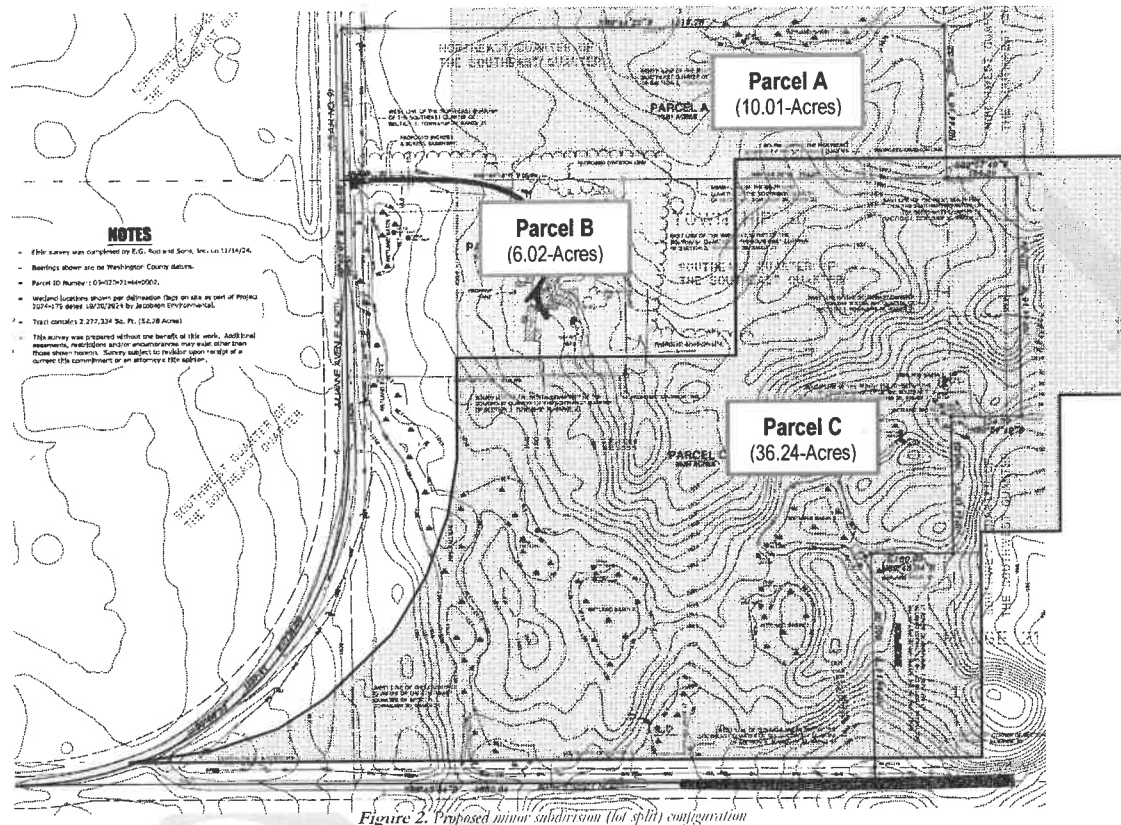
The subject property is located at 11225 Julianne Avenue North. The 52.3-acre site is located at the northeasterly corner of Julianne Avenue North (CSAH 9) and 110th Street North. It is surrounded by rural residential and agricultural uses and is zoned A-1 (Agricultural Large Scale). The site contains several wetlands, primarily on the southern half of the property.

There is a residential homestead on the property, along with several accessory structures that support the current agricultural



Figure 1. Existing Site Conditions

use. The farmstead is served by an existing septic system located south of the accessory structures. The site is accessible via an unpaved driveway that connects to Julianne Avenue North. The proposed Minor Subdivision (lot split) will divide the property into three (3) buildable lots, which are identified in Figure 2 below. The proposed Parcel B (blue) will contain the existing home, accessory structures, and septic system. Parcels A (orange) and C (green) will be vacant.



The site is guided Rural Residential/Ag (RR/AG) in the City's adopted Comprehensive Plan. The proposed Minor Subdivision will not change the use of the site, nor will it expand the amount of land in the City designated for rural residential/agricultural uses. Lots guided RR/AG are encouraged to develop at no more than 4 dwelling units per 40 acres. No development is proposed at this time or as part of this land use application, so the proposed Minor Subdivision will not impact the overall density of the area.

City Planner Haskamp stated the Applicant submitted a survey exhibit as part of their application (Attachment A). The proposed configuration will divide the existing 52.3-acre property into three (3) buildable lots ranging in size from 6 to 36-acres. A summary of the proposed configuration and applicable dimensional standards is provided in Table 1 below:

Table 1. Lot dimensions

Dimensional Standards (Section 32-246)		Parcel A	Parcel B	Parcel C[JS1]
Minimum Lot Area per dwelling	5	10.01	6.02	36.24

unit (acres)				
Minimum Lot Depth (feet)	300	1,313	610	702
Minimum Lot Width (feet)	300	332	485	880
Frontage on an Improved Public Road	300	332	485	1,300
Setbacks				
Front Yard	65	N/A, no structure proposed	480	N/A, no structure proposed
Side Yard	65		100	
Rear Yard	50		77	
Accessory Building Standards (Section 32-313)		No structures proposed	Max. Combined 2,500 SF, no more than 3 buildings	No structures proposed

As proposed, the Minor Subdivision will divide the existing property into three (3) parcels, all of which meet or exceed the minimum lot dimension standards established in Section 32-246. Parcels A and C will be vacant, and Parcel B will contain the existing homestead, the supporting septic system, and all accessory structures. As shown on the minor subdivision exhibit, there are two large accessory structures totaling approximately 5,000 square feet and several smaller sheds on the property. Given the proposed subdivision, the resulting lot is approximately 6 acres and the requisite number of accessory buildings on Parcel B must be removed and demolished to comply with the standards established in Section 32-313. ***Staff recommends including a condition that a demolition plan must be submitted to show which structures will be removed to bring the lot into compliance with the maximum accessory building standards prior to recording the deeds. The demolition plan must be accompanied by a schedule for removal.***

A portion of the existing driveway will be split between Parcels A and B and a single access/curb cut connecting to Julianne Ave N is proposed. Section 32-346(g), permits shared access but prohibits shared driveways. As shown the configuration will allow for a shared access onto the County Road, and the future driveway serving Parcel A must be separated from the existing driveway after the shared access easement area. This is a typical condition of the County when accessing a County Road to minimize the number of access points onto the County Road. It should be noted, that any new driveway or access for any of the lots must obtain a driveway/access permit from Washington County prior to a building permit being issued.

As previously noted, there are several wetlands located on the property, with a small wetland area along the northern border of Parcel A denoted, and a cluster of wetland are shown on proposed Parcel C. Both Parcel A and Parcel B exceed 10-acres and have more than 1.0 acres of upland area outside of the wetlands and setback areas. As such, the septic tests were not submitted, however, there appears to be adequate area to site a primary and secondary drainfield on each lot. At this time, it is the staff's understanding that no improvements are contemplated on Parcel C in the immediate future. ***Staff recommends including a condition that no determination has been made regarding the***

1 *buildability of Parcel A or C, and that a septic permit must be obtained from Washington County*
2 *prior to the issuance of any building permits for the parcels.*

3 City Planner Haskamp noted the City Engineer is reviewing the plans. A verbal update will be
4 provided at the Council meeting if he has any additional comments. Since no development is
5 proposed at this time, no site specific review is required.

6 Staff recommends including a condition that the Applicant is responsible for filing the lot/parcel
7 combination deeds with Washington County Recorder consistent with the exhibit dated 1/14/2025
8 showing the new lot configuration. Further, it should be noted that future development of the lots may
9 be subject to permits and review by Washington County for any access permits, Washington County
10 Environmental Services and the watershed district.

11 Staff has prepared a draft resolution of approval with conditions which is attached for your review
12 and consideration.

13 **Council Member Rog moved to open the public hearing at 6:42 p.m. Council Member**
14 **Anderson seconded the motion. Motion carried unanimously.**

15 **Council Member Rog moved to close the public hearing at 6:43 p.m. Council Member Cornett**
16 **seconded the motion. Motion carried unanimously.**

17 **Council Member Cremona moved to adopt Resolution No. 2025-07 subject to all conditions**
18 **including buildability of additional parcels and demo plan submittal. Council Member**
19 **Anderson seconded the motion. Motion carried unanimously.**

20 **PUBLIC HEARING, Consideration of Variance, Minimum Lot Size, Minimum Buildable Area,**
21 **Lot Width and Density, XXX 89th Street N – City Planner Haskamp advised Daniel Hillukka**
22 **(“Applicant”) is requesting a variance from the minimum lot size, minimum buildable area, minimum**
23 **lot width and density requirements for the property located at XXX 89th Street North in Grant, MN**
24 **(PID 2103021220010) to develop the lot for single-family residential use. The Applicant has a**
25 **purchase agreement for the subject property with the current owner Bertha and James Filipkowski**
26 **(“Owners”).**

27 In 2024 the Applicant submitted a land use application to request background analysis of the subject
28 lot to determine if the lot was buildable for a single-family home in its current configuration. Staff
29 performed the review and research using the City’s records and Washington County’s online
30 RECORDEASE recording database (SHC Letter dated April 19, 2024 is provided in the Attachments
31 for your reference). As documented in SHC’s correspondence, no property transfers or deeds were
32 available in the online database and it was unclear how, when or for what purpose the lot in question
33 was created.

34 As described in subsequent sections of this report, the lot has been confirmed to be created prior to
35 the adoption of the current minimum lot size standards; however, that is only the first part of the
36 criterion. While its creation predates the adoption of the ordinance, the second part of the criterion
37 establishes that even if a lot was created prior to the adoption of the ordinance, it must still meet a
38 minimum of 2.5 acres to qualify as an exception to be deemed buildable. The existing lot in question
39 is 1.1 acres and does not meet the minimum lot size exception standards established within the
40 ordinance. Since the lot does not meet the minimum lot size exception a variance from the applicable
41 standards must be obtained to be deemed buildable.

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 April 1, 2025.

The following staff report summarizes the requested variance, existing conditions, and variance analysis.

PROJECT SUMMARY

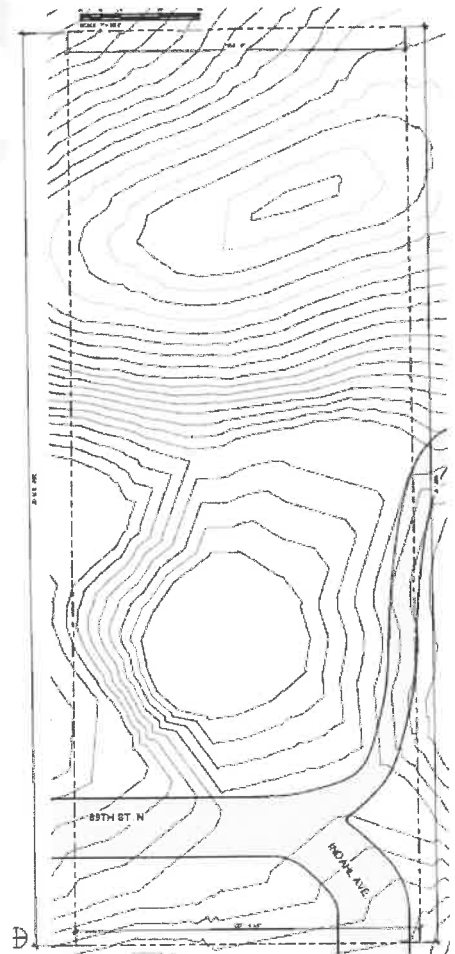
Applicant: Daniel Hillukka	Lot Size: 1.1 Acres
Owner: Bertha and James Filipkowski	Location: XXX 89th Street North, Grant, MN 55115
	PID: 2103021220010
	Guided Land Use: Rural Residential/Ag (RR/AG)
	Zoning: Agricultural Small Scale (A-2)
Request: The Applicant is requesting a variance from the minimum lot size, minimum buildable area, minimum lot width and density requirements to develop the lot for single family uses.	

The subject property is approximately 1.1-acres and is located north of 89th St N before the road curves south and becomes Indahl Ave (See Figure 1). The lot is surrounded by rural residential/agricultural uses and is zoned Agricultural Small Scale (A-2). The lot is currently vacant and has never been developed or improved. There is a recorded access easement agreement between the subject property and the adjacent property (8247 89th Street North) to secure the use of a driveway across the southeast corner of the property.

The lot has rolling topography and the 89th St. N., road right-of-way easement runs along the south end of the lot. The existing lot configuration is approximately 135' wide by 364' deep. There are no known wetlands on the subject property.

The Applicant has submitted a copy of the Deed for the property that shows the property transfer in 1971 from Glenn and Mable Tubbs to James and Berth Fillipowski. The Deed describes the 1.1. acre property transferred for "the sum of One Dollar (\$1.00) and other good and valuable consideration..." The Fillipowski's are the current owners of the property and have never developed the lot despite owning it since 1971. The Deed demonstrates the transfer of the property for a nominal fee, however, it does not necessarily describe the purpose or intent of the transfer as a buildable lot and there are no available records regarding how or who approved the subdivision.

City Planner Haskamp advised the Applicant submitted a site plan exhibit as part of their application (Attachment B). Dimensional requirements are established in



Chapter 32, Section 246 of the City's Code. Additionally, the City Code establishes a maximum density of 4 Dwelling Units per 40 Acres. For purposes of the density calculation the quarter-quarter section is used to determine whether density remains within an area. There are currently 9 lots within the quarter-quarter section, of which 7 single-family homes are constructed, which exceeds the maximum density permitted. The proposed project and the variance requests from the minimum dimensional standards are summarized below:

Dimensional Standards (Section 32-246)		Proposed	Variance
Minimum Lot Area per dwelling unit	5 Ac.	1.1 Ac.	3.9 Ac.
Minimum Lot Depth (feet)	300'	364'	-
Minimum Lot Width (feet)	300'	135'	165
Frontage on an Improved Public Road	300'	135'	165
Setbacks			
Front Yard	65'	128'	-
Side Yard	20'	20'	-
Rear Yard	50'	105'	-
Maximum Height (feet)	35'	13'	-
Additional Standards			
Minimum Buildable Area			
Maximum Floor Ratio	43,560 SF	~25,530 SF	~18,030 SF
Parking Surfaces or Structures of any type	30%	29%	-
	50%	7.8%	-
Minimum Floor Area Per Dwelling	1,000 SF	4,050 SF	-

As shown on the Applicant's Site Plan, a new residential structure can be placed and sited to meet all required yard setbacks. The Applicant has indicated that Washington County has approved the septic system design as shown, however only one drainfield location is identified and typically a primary and alternate drainfield location are required. Correspondence or documentation of the septic design was not submitted, and staff would recommend that any approval must be conditioned on the Applicant providing evidence that the design of the system as shown complies with the County's standards.

While certain setback and dimensional standards are met, the existing lot exceeds the maximum density requirements and does not meet the minimum dimensional requirements for lot area, buildable area, and lot width.

Section 32-246(b) establishes exceptions to the minimum dimensional requirements. It states the following:

(1) Existing Lot defined. For the purpose of this article, the term "existing lot" means a lot or parcel of land which was of record as a separate lot or parcel in the Office of the County Recorder or Registrar of titles on or before the date of adoption of the ordinance from which this chapter is derived.

(2) Existing Lot of Record Exemptions. Any such lot or parcel created in accordance with the city subdivision regulations in effect at the time that such Lot was created that is at least 2.5 acres in size, shall be exempt from the requirements of subsection (3), pertaining to acres, lot width, lot depth and lot frontage and shall be considered buildable if the lot or parcel can comply with the remaining requirements of this section and meet the minimum setback requirements as stated within Section 32-246 (a)

(3) Undersized lots. If in a group of two or more contiguous lots or parcels of land owned or controlled by the same person, any individual lot or parcel does not meet the full width, depth, frontage or area requirements of this article, such individual lot or parcel cannot be considered as a separate parcel of land for purposes of sale or development, but must be combined with adjacent lots or parcels under the same ownership so that the combination of lots or parcels will equal one or more parcels of land each meeting the full lot width and area requirements of this article.

Per the Applicant's narrative and the supplied documentation, and as previously noted the subject property was recorded with Washington County in 1971, prior to the adoption of the current ordinance, and therefore meets the code's definition as an Existing Lot.

However, the subject lot does not meet the exception requirements established in Sections 32-246(b.2-3). The subject property is less than 2.5 acres in size and therefore cannot be considered a buildable lot because it does not meet the minimum exception and dimensional requirements as stated within Section 32-246(a). Furthermore, the subject property is not in a group of two or more contiguous lots or parcels of land owned or controlled by the same individual and therefore cannot meet the 2.5 acre minimum required to achieve the exception.

Staff has concluded that the subject lot does not qualify for the stated exceptions to be determined as buildable and therefore variances from the applicable standards are required.

City Planner Haskamp stated City Code Sections 32-59 and 32-60 establish the criteria to review and approve variance requests. 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 exists; 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 Applicant's narrative is provided in Attachment B and describes their reasons for the variance request. The following analysis is provided in response to each criterion:

1) Proposed Use of the Property cannot be established under the conditions allowed by this chapter and no other reasonable use exists...

The proposed development of the lot for a single-family residential structure cannot be established consistent with the ordinance dimensional requirements. As stated, the subject lot is approximately 1.1 gross acres and contains approximately 25,530 SF of buildable area which does not meet the

1 minimum dimensional requirements established in Chapter 32, Section 246 of the City's Code. Based
2 on the existing conditions and configuration, the subject property cannot be considered buildable, and
3 the proposed use is not permitted. However, the lot is zoned and guided for rural residential uses and
4 therefore it is reasonable to consider development of the lot for single-family uses provided that all
5 other requirements can be met (standards such as proper area for individual septic system, well, etc.)

6 City Planner Haskamp stated per the Applicant's narrative and the supplied documentation, the
7 subject property was recorded with Washington County in 1971, prior to the adoption of the current
8 ordinance. The Applicant also provided an excerpt from the property abstract indicating some
9 reference to a Warranty Deed from 1966, however no legal descriptions or additional information was
10 provided to establish that the lot in its configuration was the subject of the referenced excerpt within
11 the abstract. Previous land use and zoning regulations from the 1960s permitted lot sizes smaller than
12 the current 5.0 acre established minimum, however, beginning in 1968 Washington County's Zoning
13 Ordinance (which was the regulatory zoning authority for the Township) required a minimum of 2.25
14 acres per lot. Since the excerpt from the abstract is unclear regarding the property description and it
15 appears that a transfer did not take place, for purposes of this analysis the Deed was used to determine
16 the date of its creation which was 1971. The 1971 Deed transfer occurred after the County adopted
17 the 1968 ordinance, so it is unclear how or for what purpose the lot was created.

18 As previously noted, the property meets the threshold to be considered an existing lot of record;
19 however, there is no evidence to suggest that a variance from the 1968 minimum lot size was granted
20 or that the lot was created for the purpose of constructing a single-family home.

21 The City's adopted 2040 *Comprehensive Plan* identifies goals and strategies pertaining to land use
22 and housing. The following goals are relevant to the proposed project:

23 *Support the City's predominantly rural residential uses through appropriate land uses as defined*
24 *within this Plan.*

25 *Continue to enforce the City's density requirements to maintain a rural residential development*
26 *pattern.*

27 While the A-2 zoning district permits single-family residential uses, the subject property does not
28 meet the dimensional requirements for the district. Furthermore, the Rural Residential/Agricultural
29 (RR/AG) land use designation establishes a density of 4-dwelling units per every 40-acres. The
30 surrounding properties are currently developed with single-family structures. The proposed project
31 would increase the existing density to approximately 8 dwelling units per 40-acres, exceeding the
32 density maximum established by the Comprehensive Plan.

33 **2) Plight of the Landowner must be due to unique physical conditions of the land, and are not**
34 **applicable to other lands...**

35 Through GIS analysis, Staff identified approximately six (6) unplatted parcels in the City that do not
36 meet the minimum lot size requirement and are not in a group of two or more contiguous lots or
37 parcels of land owned or controlled by the same owner. The physical condition of the subject
38 property is unique in that less than 0.2% of all existing parcels in the City are similarly situated, and
39 the subject parcel has been owned by the same owner since 1971. There are also no other properties
40 in the immediate area that are less than 5-acres and are independently owned.

41 Since the adoption of the current zoning ordinance, landowners with similarly sized substandard lots
42 have combined their parcels to meet the minimum acreage requirement. Neither the current Owners

of the subject property, nor the Applicant, have common ownership over any of the adjacent parcels and therefore no combinations of land can be made to increase the size of the lot to meet the minimum dimensional requirements.

3) Unique conditions cannot be caused by the Owner

Per the Applicant's narrative and the submitted Deed, the current Owners acquired the subject property in 1971. It is unclear if the lot was created prior to the adoption of the 1968 ordinance that required a minimum of 2.25 acres, but if the lot was created after the 2.25-acre minimum lot size was established then it must have been created either 1) for a purpose other than single-family residential development; or 2) variance from the standard would have been obtained. Based on the information submitted it is unclear how or for what purpose the lot was created, and it unclear if the Fillipowski's were involved in the lot creation or not since they have owned it since 1971. Therefore, without supporting evidence, it is not possible to determine whether the Owners caused the unique conditions that now exist or if they simply purchased the lot in its current configuration.

Essential Character of the Neighborhood/Locale

The subject property is bordered by an agricultural use to the north and single-family residential uses to the east, south, and west. Developing the subject property with a residential use is consistent with the existing character of the neighborhood. However, the neighboring properties all meet or exceed the current lot dimension requirements. As stated, they were also developed in the 1960s, and the lot sizes exceed the minimum 2.25 acres that was in place at the time of their creation. While the surrounding neighborhood is generally residential in character, the proposed use of the subject property differs from the lot size pattern that surrounds the property.

Economic Considerations

City Code Sections 32-59 and 32-60 establish that economic considerations alone cannot constitute a hardship. As stated, the subject property is not buildable because it does not meet the minimum lot dimension requirements. The physical constraints of the subject property limit the feasible uses. While it is reasonable for landowners to utilize their property, the variance request is related to economic considerations. If it is determined that the other variance criteria are met, the variance will not be solely motivated by economic considerations alone.

The City Engineer is reviewing the submitted materials. Staff will provide a verbal update at the City Council meeting if any additional concerns are identified.

Per the Applicant's narrative, the Rice Creek Watershed District (RCWD) was contacted by the Applicant. The RCWD indicated that they would not require a permit for the construction of the single-family home.

As previously noted, the Applicant contacted Washington County to review the proposed septic system. The County reviewed the septic design and approved it with no objections. If the variance is granted, staff recommends including a condition that documentation from Washington County be provided to confirm that the septic system complies with their standard since only one large drainfield is shown on the site plan.

Staff is requesting City Council discussion regarding the proposed variances. The City Council may:

- Deny the requested variances with findings and direct staff to prepare a resolution.

- Approve the requested variances with findings and conditions and direct staff to prepare a resolution.

- Table the application and request additional information from the Applicant.

Council Member Rog moved to open the public hearing at 7:04 p.m. Council Member Cremona seconded the motion. Motion carried unanimously.

Mr. Dave Hedin, 8223 89th Street, came forward and stated he owns 5-acres south of the lot in question. He stated he does not approve of the variance as the lot is too small and will have negative effect on the neighborhood. The home would be close to the other homes and it will increase the density and congestion and property values. He stated he does not want the City to set a precedence with these smaller lots.

Mr. Dave Mample, 824689th Street, came forward and stated he was the first one to move to this area. He wanted a property in the country and the neighbor was willing to sell but it had to be a minimum of five acres. He provided the history of the area and stated he has fought to keep it rural. He stated the City should not approve the variance as there is no reason to put a house there. He noted he had to purchase five acres to build so everyone else should have to as well.

Mr. David Johnson, 8196 89th Street, came forward and stated he is here on behalf of the property owner adjacent to the lot in question which is where he grew up and will be the owner at some point in future. He stated he wants to see the area stay rural and want the Council to deny the variance as it would set a precedent. He added he does not want a structure that close and it will affect the character of the area.

Mr. Jerry Helander, 6261 Jasmine Avenue, came forward and stated up until 1968 you could have one acre lots in Grant. After that time if a one acre lot was platted you could still build. He added he hopes in the future applicants make a presentation prior to the public hearing. People do not like change but the question is if it was platted prior to 1968.

Mr. James Filipkowski, stated the property was platted in July 1966 and recorded as well. It is a buildable lot.

Ms. Nancy, 8143 89th Street, provided comments to the City stating she is opposed to the variance request.

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

Mr. Dan Hillukka, applicant, came forward and stated the two drainage sites were approved as well as the septic design. There are other one acre lots in the area and this lot is in line with those. There is a recording on an abstract. He stated he believes it was platted prior to 1968. He advised he reached out to the Met Council and they indicated they are fine with building on the lot.

City Planner Haskamp advised she has not see anything on the attachments that were just emailed in terms of County approval of the septic design. Additional information was provided tonight but the City did not have that information submitted with the application. She advised that even if the property was platted prior to 1968 a variance is still required. The lot has not been platted so the question is when it was made a lot of record.

City Attorney Johnson stated the Council needs to look at the variance criteria and determine if there is a practical hardship to the property. The septic issue is a moot point if there is no practical hardship.

Council Member Rog moved to deny variance request based on all staff findings. Council Member Cornett seconded the motion.

Council Member Cremona made a friendly amendment to include denying the variance based on staff findings as well as findings heard during the public hearing.

Council Member Rog and Council Member Cornett agreed to the friendly amendment. Motion carried with Council Member Anderson voting nay.

City Attorney, Nick Vivian (no action items)

NEW BUSINESS

Consideration of February 4, 2025, City Council Meeting Minutes – Council Member Cremona moved to approve the February 4, 2025 City Council Meeting Minutes as presented. Council Member Cornett seconded the motion. Motion carried with Council Member Anderson abstaining.

Consideration of 2025 Appointment List Revision – Mayor Giefer moved to appoint Mr. Jeff Schafer to Fire Warden on the 2025 Appointment List. Council Member Rog seconded the motion. Motion carried unanimously.

Mayor Giefer moved to appoint PageCrafter to Webmaster on the 2025 Appointment List. Council Member Rog seconded the motion. Motion carried unanimously.

Consideration of Community Event – Mayor Giefer moved to table Community Event to gauge resident interest. Council Member Cremona seconded the motion. Motion carried unanimously.

UNFINISHED BUSINESS

DISCUSSION ITEMS (no action taken)

Staff Updates (updates from Staff, no action taken)

A Council work session was scheduled on May 6, 2025 at 5:30 p.m.

City Council Reports/Future Agenda Items

COMMUNITY CALENDAR APRIL 2 THROUGH APRIL 30, 2025:

Mahtomedi Public Schools Board Meeting, Thursday, April 10th and April 24th, Mahtomedi District Education Center, 7:00 p.m.

Stillwater Public Schools Board Meeting, Thursday, April 10th, Stillwater City Hall, 7:00 p.m.

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

ADJOURNMENT

Council Member Cremona moved to adjourn at 8:07 p.m. Council Member Cornett seconded the motion. Motion carried unanimously.

These minutes were considered and approved at the regular Council Meeting May 6, 2025.

Kim Points, Administrator/Clerk

Jeff Giefer, Mayor

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2025-09**

**RESOLUTION DENYING A VARIANCE FROM MINIMUM LOT SIZE AND
DIMENSIONAL REQUIREMENTS FOR PROPERTY GENERALLY LOCATED AT
THE EAST END OF 89TH STREET N. (PID 2103021220010)**

WHEREAS, Daniel Hillukka (Applicant) and Bertha and James Filipkowki (Owners) have requested a variance from the minimum lot area and dimensional standards for property generally located at XXX 89th Street North, PID 2103021220010 in the City of Grant, Minnesota; and

WHEREAS, the Subject Property is guided Rural Residential Agriculture in the adopted 2040 Comprehensive Plan and zoned A-2; and

WHEREAS, the Subject Property does not meet the minimum requirements for lot area, lot width, frontage on a public street, and buildable area; and

WHEREAS, the Subject Property is approximately 1.1 acres which requires a variance of approximately 3.9 acres to be deemed buildable; and

WHEREAS, the Subject Property contains approximately 135 feet of frontage on 89th Street N., which requires a variance of approximately 165 feet to be deemed buildable; and

WHEREAS, the Subject Property contains approximately 25,530 square feet of Buildable Area which requires a variance of approximately 18,030 square feet to be deemed buildable; and

WHEREAS, the City Council has considered the Applicant's request at a duly noticed Public Hearing which took place on April 6, 2025; and

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA, that it does hereby deny the request of Daniel Hillukka and Bertha and Filipowski based upon the following findings pursuant to Section 32-59 and 32-60 of the City's Zoning Ordinance which provides the

criteria by which a variance request must be reviewed. The City Council's Findings relating to the standards are as follows:

For the requested variances to be granted the Applicant and Owner must demonstrate that the variance evaluation criterion are met; if one part of the test fails then the variance must be denied.

- *Criteria 1: Use cannot be established under current ordinance without a variance, request is reasonable and a practical difficulty in complying with the ordinance is present.* The contemplated use of the lot for a rural residential use cannot be established under the current ordinance requirements or regulations without a variance, this part of the criterion is met. However, the following analysis is relevant in determining whether the request is reasonable:
 - The City cannot determine when the lot was created based on the Applicant's submitted information and cannot conclude if the lot was created prior to the adoption of the 1968 County Ordinance that required a minimum of 2.25 acres for a lot to be deemed buildable.
 - Public testimony provided that the initial creation of the lot may have been created for other purposes and uses that for residential purposes.
 - Since the date of lot creation cannot be determined it is unclear if the lot was created for the purpose of building a residential unit or for some other purpose such as agriculture use.
- *Criteria 2: Plight of the landowner must be due to unique physical conditions of the land, are not applicable to other land and conditions cannot be caused by the owner.* The existing lot of record was created prior to the adoption of the current lot area standards that require a minimum of 5.0 acres and 1.0 acres of buildable area on each lot. There are other lots within the City that are substandard and were created prior to the adoption of the ordinance.
 - The City determined that the Subject Property meets the definition of an Existing Lot of Record but does not qualify under the exemption criteria established by Section 32-246(b)(2) of the City Code since it does not contain a minimum of 2.5 acres.
 - The City requires that a buildable lot contain a minimum of 2.5 acres and 1.0 acre of buildable area to meet the exemption criteria so that all the required improvements, including septic system, can be safely sited on a lot.
 - Since it is unclear when the lot was created, transferred and for what purpose it cannot be determined as to whether the condition is self-created.
- *Criteria 3: Essential Character of the Neighborhood/Local.* The existing lot of record is substantially smaller than the surrounding lots in the area, and the buildable area is smaller and more constrained than larger lots in the area which alters the character of the lot and neighborhood.

- Public testimony from adjacent property owners indicated that building on the lot will alter the essential character of the neighborhood and surrounding area.
- Owners along 89th Street that did not meet the exception criteria established by Section 32-246(b)(2) appear to have purchased contiguous lots to meet the minimum exemption criteria to maintain a consistent character of the neighborhood and surrounding area.
- The Subject property is less than half the minimum exemption lot area and would differ from the lot size patterns that surround the property.
- *Criteria 4: Economic Considerations alone cannot justify the granting of a variance.* The Subject Property has certain value established if it is a buildable lot for residential uses which increases its value. The economic considerations are a significant factor in the Applicant and Owner's request for a variance from the standard.
- The Applicant and Owner have failed to meet all the required criteria for granting a variance from the minimum lot area and dimensional standards.

Adopted by the Grant City Council this 6th day of May, 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

DRAFT



Northern Salt
INCORPORATED

March 6th, 2025

City of Grant
PO Box 577
Willernie, MN 55090

Northern Salt submits a bid for the 2025 dust control season.

38% Calcium Chloride \$1.56 per gallon applied. With a estimated 70,000 gallons needed.

Please let us know if you have any questions.

We look forward to working with you again this year!

Tammy Kmetz

Tammy Kmetz
Controller
tammy@northernsalt.com
651-363-2787



PO Box 5512 • Denver, CO 80217

For Inquiries:
West Region • 509-936-7102
Rocky Mtn Region • 800-577-5346
Midwest Region • 800-881-5848
ETS East • 877-664-3401

Quotation

Quotation Date:	Date Printed:	Expiration Date:
4/3/25	4/3/25	10/31/25
Quotation Number:	Revision No:	Customer Number:
S7214	1	13555
Your Reference:		Our Reference:
		Rodney Havard

Delivery Address:
City of Grant
General Delivery
Various Roads
Grant MN 55082

Product Application
Length in Feet:
Width in Feet:
Rate in Gallons:

Water Application

EnviroTech: N

Rate:

Gallons Required:

Document Address:
City of Grant
111 Wildwood Road
Box 577
Willernie MN 55090

Wanted Delivery Date:

Payment Terms:
15 Days Net
Label Note:
Dust Control Quote

Del	Description	Qty	Unit	Price/Unit	Disc. %	Net Amount	Gross Amount
1	Calcium Chloride 38% - Applied	80,000	gal	1.62	0.00%	129,600.00	129,600.00
2	DuraBlend® CEP	80,000	gal	1.72	0.00%	137,600.00	137,600.00

Net Total: 267,200.00

Gross Total 267,200.00

Disclaimer: No warranty is conveyed concerning this product, be it expressed or implied. This includes but is not limited to a warranty of merchantability or fitness for a particular purpose. Product performance may vary depending on road conditions, traffic counts, weather and other related factors.

RESOLUTION NO. 2025-08

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS
AGREEMENTS WITH THE CITY OF GRANT
ON BEHALF OF ITS CITY ATTORNEY**

WHEREAS, the City of Grant on behalf of its Prosecuting Attorney desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Grant on behalf of its Prosecuting Attorney, are hereby approved.
2. That the Supervising Attorney, Joseph Van Thomme, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That, Jeff Giefer, the Mayor for the City of Grant and Chesney Guetter, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this _____ day of _____, 2025.

CITY OF GRANT

By: Jeff Giefer
Its Mayor

By: Chesney Guetter
Its City Clerk

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the City of Grant on behalf of its Prosecuting Attorney ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 264335, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Date: _____

Date: _____



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Grant on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

The Governmental Unit will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Governmental Unit will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Diane Bartell, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue

Saint Paul, MN 55106
Telephone: 651.793.2590
Email Address: Diane.Bartell@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Thomas Weidner, Attorney
Address: 1809 Northwestern Avenue, Suite 110
Stillwater, MN 55082
Telephone: 651.351.2119
Email Address: tweidner@eckbergammers.com

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

- 7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 **Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____ JEFF GIEFER _____
(PRINTED)

Signed: _____

Title: _____ MAYOR _____
(with delegated authority)

Date: _____

Name: _____ CHESNEY GUETTER _____
(PRINTED)

Signed: _____

Title: _____ CITY CLERK _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement

By: _____

Date: _____

ASSESSMENT SERVICES AGREEMENT

THIS ASSESSMENT SERVICES AGREEMENT (the “Agreement”), is entered into and made effective this 1st day of July 1, 2025 (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 2026 and 2027.

The Parties hereby agree as follows:

1.0 Term; Services. The term of service will be for a period of one (2) years, commencing on June 30, 2027, 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 2026 through 2027, 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 Four Hundred Dollars (\$2,400.00) commencing on June 30, 2025, and Two Thousand and Five Hundred (\$2,500) commencing on June 30, 2026 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 (30) 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

Per the City Attorney:

Here is a quick summary on public expenditures and the City's legal limitations.

1. What is a public expenditure?

A public expenditure is any use of public funds. Generally, cities can only spend money on things that:

1. Have a "public purpose;"
2. There is a state statute that authorizes the expenditure; and
3. The City Council has correctly authorized the expenditure (typically through a resolution).

The definition of a public purpose is something that: (1) benefits the entire community; (2) is directly related to a government interest; and (3) does not mainly benefit a private interest.

In the tractor parade situation, it is unlikely Grant meets the definition of a public purpose because paying Gasthaus with public funds would probably be considered mainly benefiting a private interest (aka the owner of Gasthaus). If Gasthaus wanted to donate the use of its restaurant and facilities, that would be different. Or if private donations were used to pay Gasthaus's fee, that would also be okay.

2. Can the City spend money on any public events?

Yes, the City is allowed to spend public money on very specific public events authorized by various statutes. These include:

1. County Fairs;
2. Memorial Day observances (this is limited to \$300/year);
3. Celebrations of important/significant historic events in city history. If Grant wants to pursue a historical celebration, there are additional restrictions that we need discuss; and
4. National Night Out events.

Based on the discussion at the April Council meeting, it did not sound like the tractor parade fell under one of the permitted public event types listed above.

Please let me know if you need any additional information on this.

Thanks!

Amanda

City Council Report for April 2025

To: Kim Points City Clerk

From: Jack Kramer Building Official

City Code Violations:

1. No new violations to report.

Building Activity:

29 Twenty-Nine Building Permits were issued for a total valuation of \$ 848,919.82.

Respectfully submitted.

A handwritten signature in black ink that reads "Jack Kramer". The signature is written in a cursive, flowing style.

Jack Kramer

Building Official

2025-49	Shower Remodel	Menne	11505 Hillcrest Ct. N.	3/17/2025	\$	14,162.00	\$	251.24
2025-50	Plumbing-Bath	Menne	11505 Hillcrest Ct. N.	3/17/2025	N/A		\$	80.00
2025-51	Swimming Pool	Tedson	10339 Joliet Ave. N.	3/19/2025	\$	100,000.00	\$	993.75
2025-52	Windows	Shackle	9250 -88th. St. N.	3/19/2025	\$	24,983.00	\$	391.75
2025-53	HVAC New Home	Weatherby	7330 Lone Oak Trail N.	3/21/2025	N/A		\$	80.00
2025-54	Foundation Repair	Miner	8145 Jody Ave. N.	3/21/2025	\$	25,000.00	\$	391.75
2025-55	Gas Generator	Henning	9447-107th. St. N.	3/22/2025	N/A		\$	80.00
2025-56	Boiler	Barrett	519m Maple St.	3/24/2025	N/A		\$	80.00
2525-57	Workshop/ Safe Room	Lorenston	9700-103rd. St N.	3/25/2025	\$	70,000.00	\$	783.75
2025-58	Water Heater	Helander	6261 Jasmine Ave.. N.	3/25/2025	N/A		\$	80.00
2025-59	Addition	Bye	10660-69th. St. N.	3/26/2025	\$	129,000.00	\$	1,156.15
2025-60	Pole Barn	Tyman	7325 Jamaca Ave N.	3/26/2025	\$	35,000.00	\$	492.75
2025-61	Ventilation/ Ductwork	Shearen	9063 Joliet Ave. N.	3/27/2025	N/A		\$	80.00
2025-62	Two Gas Fireplaces	Gurevich	7395 Inwood Way.	3/31/2025	N/A		\$	160.00
2025-63	Boiler	Nelson	8036-60th. St. N.	4/2/2025	N/A		\$	80.00
2025-64	Water Softener	Wick	8865-105th. St. N.	4/3/2025	N/A		\$	80.00
2025-65	Boiler	Divertie	10196-67th. St. N.	4/7/2025	N/A		\$	80.00
2025-66	Windows	Anderson	8833-80th. St. N.	4/9/2025	\$	35,163.82	\$	502.85
2025-67	Furnace	Arnt	8450 Keats Ave. N.	4/9/2025	N/A		\$	80.00
2025-68	Swimming Pool	Wilkinson	7430-73rd. St. N.	4/9/2025	\$	100,000.00	\$	993.75
2025-69	Roof Top Solar System	Hatherly	8765 -68th. St. N.	4/9/2025	\$	18,000.00	\$	293.25
2025-70	Re-Roof Commercial Bldg.	Spikes Feed	10010 60th. St. N.	4/10/2025	\$	38,300.00	\$	533.20
2025-71	Windows	Dyrud	11045-115th. St. N.	4/12/2025	\$	5,661.00	\$	125.17
2025-72	Addition	Heller	9246 Lansing Ave. N.	4/16/2025	\$	135,000.00	\$	1,189.75
2025-73	Re-Siding	Redpath	93 Dellwood Rd. N.	4/16/2025	\$	49,000.00	\$	634.15
2025-74	Windows	Seidl	10095 Indigo Trail N.	4/16/2025	\$	42,400.00	\$	573.55
2025-75	Plumbing Bath Remodel	Ockuly	10746 Manning Trail N.	4/16/2025	N/A		\$	80.00
2025-76	Re-Siding	Lindstrom	11670 Grenelefe Ave. N.	4/17/2025	\$	10,000.00	\$	181.25
2025-77	Re-Roof	Ahlborn	9710 Joliet Ave.. N.	4/17/2025	\$	17,250.00	\$	293.25
Monthly total					\$	848,919.82	\$	10,821.31