

**City of Grant
City Council Agenda
August 5, 2025**

The regular monthly meeting of the Grant City Council will be called to order at 6:30 p.m. on Tuesday, August 5, 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. July 2025 Bill List, \$96,996.41
- B. June 3, 2025 City Council Meeting Minutes
- C. Kline Bros, Road Maintenance, \$27,205.00

D. Washington County Sheriff's Department, Jan-June Services, \$95,535.89

E. Northern Salt, Dust Control, \$22,308.00

F. ARC Paving, Potholing, \$15,600.21

G. City of Grant/Stillwater Traffic Control Agreement

5. STAFF AGENDA ITEMS

A. City Engineer, Brad Reifsteck

1. Consideration of Trail Study

B. City Planner, Jennifer Swanson (no action items)

C. City Attorney, Amanda Johnson

1. Consideration of Ordinance No. 2025 - 84, Administrative Fees

2. Consideration of Resolution No. 2025-11, Summary Publication of Ordinance No. 2025-84

6. NEW BUSINESS

A. Accept 2024 Audit

7. UNFINISHED BUSINESS

8. DISCUSSION ITEMS (no action taken)

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

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

9. COMMUNITY CALENDAR AUGUST 6 THROUGH AUGUST 31 2025:

Mahtomedi Public Schools Board Meeting, Thursday, August 14th and August 28th, Mahtomedi District Education Center, 7:00 p.m.

Stillwater Public Schools Board Meeting, Thursday, August 14th, Stillwater City Hall, 7:00 p.m.

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

10. CLOSED SESSION

Council will hold a closed session pursuant to Minn. Stat. Sec. 13D.05, subd. 3(b) for the purposes of attorney-client privileged communications to discuss pending litigation *Hillukka v. Grant*, Court File No. 82-CV-25-3834. The Council will not come back into open session after the closed session expect to adjourn the meeting.

11. ADJOURNMENT

Fund Name: All Funds

Date Range: 07/01/2025 To 07/29/2025

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
07/29/2025	Croix Valley Inspector	167800	Building Inspector	N	Building Inspection	100-42004-300-	\$ 15,303.67
		167800					\$ 15,303.67
07/29/2025	PERA	167801	PERA -July	N	Clerk PERA	100-41102-100-	\$ 399.56
		167801				100-41102-120-	\$ 461.03
		167801					\$ 860.59
07/29/2025	Payroll Period Ending 07/29/2025	16781	July25	N	Clerk Salary	100-41101-100-	\$ 4,546.01
		16781					\$ 4,546.01
07/29/2025	Payroll Period Ending 07/29/2025	16782	July25Medical	N	Accounting Services	100-41202-130-	\$ 1,000.55
		16782					\$ 1,000.55
07/29/2025	SHC, LLC	16783	Planning Services	N	City Planner	100-41209-300-	\$ 708.25
		16783			Escrow	100-49320-300-1001	\$ 295.75
		16783				100-49320-300-1043	\$ 760.50
		16783					\$ 1,764.50
07/29/2025	LRC	16784	Town Hall Portapot	N	Town Hall Porta Pot	100-43007-210-	\$ 268.00
		16784					\$ 268.00
07/29/2025	Kline Bros Excavating	16785	Road Maintenance	N	Grader Contractor	100-43101-224-	\$ 8,347.50
		16785			Gravel Road Costs	100-43106-224-	\$ 5,032.50
		16785			Road Brushing	100-43114-224-	\$ 2,035.00
		16785			Ditch Repair	100-43133-224-	\$ 11,790.00
		16785					\$ 27,205.00
07/29/2025	LHB	16786	June Engineering	N	Engineering Fees - General	100-41203-300-	\$ 2,556.39
		16786			Escrow	100-49320-300-1025	\$ 17,062.90
		16786					\$ 19,619.29
07/29/2025	Bremer Bank	16787	Road Project Bond Interest	N	2019/2020 Road Project	100-43136-610-	\$ 9,083.20
		16787					\$ 9,083.20
07/29/2025	Washington County Public Works	16788	Invoice#231361 - April-June Traffic Signal	N	Street Lights	100-43117-330-	\$ 92.78
		16788					\$ 92.78
		Total For Check					\$ 92.78
		Total For Check					\$ 92.78

Fund Name: All Funds

Date Range: 07/01/2025 To 07/29/2025

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
07/29/2025	Washington County Public Works	16789	invoice#231018 - 2nd Quarter Radios	N	Siren Warning System	100-42007-330-	\$ 200.04
	Total For Check	16789					\$ 200.04
07/29/2025	Northern Salt	16790	Dust Control - 2nd round/cost share	N	Magnesium Chloride	100-43107-210-	\$ 22,308.00
	Total For Check	16790					\$ 22,308.00
07/29/2025	Waste Management	16791	Recycling -	N	Recycling	100-43011-384-	\$ 6,329.73
	Total For Check	16791					\$ 6,329.73
07/29/2025	Washington Conservation District	16792	2nd Quarter Billing - MS4	N	MS4	100-43118-300-	\$ 225.00
	Total For Check	16792					\$ 225.00
07/29/2025	CenturyLink	16793	City Phone	N	City Office Telephone	100-41309-321-	\$ 149.78
	Total For Check	16793					\$ 149.78
07/29/2025	Maroney's	16794	Large Road Side Pickup - Clean Up Day	N	Recycling	100-43011-384-	\$ 6,059.71
	Total For Check	16794					\$ 6,059.71
07/29/2025	Eckberg Lammers	16795	Legal Services	N	Legal Fees - General	100-41204-304-	\$ 500.00
	Total For Check	16795					\$ 500.00
07/29/2025	Eckberg Lammers	16795	Legal Services	N	Legal Fees - Compliants	100-41205-304-	\$ 4,182.50
	Total For Check	16795					\$ 4,182.50
07/29/2025	Eckberg Lammers	16795	Legal Services	N	Legal Fees - Prosecutions	100-41206-304-	\$ 2,652.25
	Total For Check	16795					\$ 2,652.25
07/29/2025	Pauszek Inc.	16796	July Assessor Billing	N	Assessing	100-41550-300-	\$ 2,400.00
	Total For Check	16796					\$ 2,400.00
07/29/2025	KEJ Enterprises	16797	Roads Supervisor	N	Roads Supervisor	100-43014-300-	\$ 14,587.38
	Total For Check	16797					\$ 14,587.38
07/29/2025	A.R.C Paving	16798	Inv#442,447,451	N	Pothole Repairs	100-43109-220-	\$ 15,600.21
	Total For Check	16798					\$ 15,600.21
07/29/2025	Woodchuck	16799	Tree removal Storm Damage Inv#6208,6209,6226,6242	N	Road Brushing	100-43114-220-	\$ 3,490.00
	Total For Check	16799					\$ 3,490.00
07/29/2025	Washington County Sheriff	16802	Jan-June Police Services	N	Police	100-42001-300-	\$ 95,535.89
	Total For Check	16802					\$ 95,535.89

Fund Name: All Funds

Date Range: 07/01/2025 To 07/29/2025

Date	Vendor	Check #	Description	Void	Account Name	FA-O-P	Total
07/29/2025	Adobe	ADEFT21	Monthly Fee - auto	N	Office Equipment	100-41314-210-	\$ 52.00
Total For Check ADEFT21							\$ 52.00
07/29/2025	Comcast	CCEFT35	Town Hall W/ff - auto	N	Town Hall Supplies	100-43001-210-	\$ 186.99
Total For Check CCEFT35							\$ 186.99
07/29/2025	IRS	EFT227	July25Payroll	N	Clerk FICA/Medicare	100-41103-100-	\$ 470.24
		EFT227			Clerk Medicare	100-41105-100-	\$ 89.13
		EFT227			Federal Withholding	100-41107-100-	\$ 478.94
		EFT227			Social Security Expens	100-41109-100-	\$ 381.11
Total For Check EFT227							\$ 1,419.42
07/29/2025	IRS	EFT228	July25Medical	N	Clerk FICA/Medicare	100-41103-100-	\$ 99.45
		EFT228			Clerk Medicare	100-41105-100-	\$ 18.85
		EFT228			Federal Withholding	100-41107-100-	\$ 100.00
		EFT228			Social Security Expens	100-41109-100-	\$ 80.60
Total For Check EFT228							\$ 298.90
07/29/2025	MN Department of Revenue	FRCC 6/24//2	2nd Quarter Payroll Taxes - Auto	N	State withholding	100-41106-100-	\$ 1,056.00
Total For Check FRCC 6/24//2							\$ 1,056.00
07/29/2025	TMobile	TMEFT46	City Cell Phone - Auto	N	Road Expenses - Other	100-43116-320-	\$ 20.00
Total For Check TMEFT46							\$ 20.00
07/29/2025	Xcel Energy	XceleFT47	Utilities - Town Hall - Pole Barn - Auto	N	Town Hall Electricity	100-43004-381-	\$ 14.31
		XceleFT47			Well House Electricity	100-43004-381-	\$ 60.50
		XceleFT47			Street Lights	100-43010-381-	\$ 277.21
		XceleFT47				100-43117-381-	\$ 60.50
Total For Check XceleFT47							\$ 412.52
Total For Selected Checks							\$ 257,645.51

CITY OF GRANT
MINUTES

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DATE : : June 3, 2025
TIME STARTED : 6:30 p.m.
TIME ENDED : 6:53 p.m.
MEMBERS PRESENT : Councilmember Rog, Cornett,
Cremona, Anderson and Mayor Giefer
MEMBERS ABSENT : None

Staff members present: City Attorney, Amanda Johnson; City Engineer, Brad Reifsteck; City Treasurer, Sharon Schwarze; and Administrator/Clerk

CALL TO ORDER

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

PUBLIC INPUT

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

May 2025 Bill List, \$114,354.52	Approved
May 6, 2025 City Council Meeting Minutes	Approved
City of Mahtomedi, 2 nd Quarter Fire Contract, \$44,712.25	Approved

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

STAFF AGENDA ITEMS

City Engineer, Brad Reifsteck

Consideration of Resolution No. 2025-10, Declaring Adequacy of Petition and Ordering Preparation of a Feasibility Study – City Engineer Reifsteck provided an overview of the process

1 relating to the City’s Road Policy noting a meeting is held with the neighborhoods that are scheduled
2 for road maintenance to discuss a possible road improvement project.

3
4 City Engineer Reifsteck advised Petitions were received from property owners living along Great
5 Oaks Trail N and 66th Street N requesting street improvements.

6
7 The minimum required per the City assessment policy is more than 50% to authorize the City
8 Engineer to prepare a Feasibility Report.

- 9
10
 - The signed petition for Great Oaks Trail N account for 100% (7/7) of the property
 - 11 owners within the project limits.
 - 12 • The signed petition for 66th Street N account for 90% (9/10) of the property owners
 - 13 within the project limits

14
15 City Engineer Reifsteck recommended approval of Resolution No. 2025-10.

16
17 **Council Member Cornett moved to adopt Resolution No. 2025-10, as presented. Council**
18 **Member Rog seconded the motion. Motion carried unanimously.**

19
20 **City Planner, Jennifer Haskamp (no action items)**

21
22 **City Attorney, Nick Vivian (no action items)**

23 **NEW BUSINESS**

24
25 **Schedule 2026 Budget Work Session** – Staff suggested a 2026 budget work session be scheduled on
26 August 5, 5:30 p.m. prior to the regular Council Meeting.

27
28 **UNFINISHED BUSINESS**

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

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

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

32 **COMMUNITY CALENDAR JUNE 4 THROUGH JUNE 30, 2025:**

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

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

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

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38 **ADJOURNMENT**

39 **Council Member Cremona moved to adjourn at 6:53 p.m. Council Member Anderson**
40 **seconded the motion. Motion carried unanimously.**

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These minutes were considered and approved at the regular Council Meeting on June 23, 2025.

Kim Points, Administrator/Clerk

Jeff Giefer, Mayor

DRAFT

KLINE BROS EXCAVATING

8996 110TH ST N
STILLWATER, MN 55082

Invoice

Date	Invoice #
7/24/2025	46

Bill To
CITY OF GRANT 111 WILDWOOD RD WILLERNIE, MN 55090

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	ROAD GRADING 100-43101		
1.5	6-24-25 770B	105.00	157.50
10.5	6-27-25 770B	105.00	1,102.50
11	6-27-25 930G	105.00	1,155.00
6	6-28-25 930G	105.00	630.00
10.5	6-30-25 770B	105.00	1,102.50
4.5	6-30-25 930G	105.00	472.50
9	7-01-25 770B	105.00	945.00
4.5	7-01-25 930G	105.00	472.50
4	7-02-25 770B	105.00	420.00
5	7-02-25 930G	105.00	525.00
3	7-08-25 770B	105.00	315.00
3.5	7-08-25 930G	105.00	367.50
3	7-10-25 770B	105.00	315.00
3.5	7-21-25 930G	105.00	367.50
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERVICE CHARGE		Total	\$8,347.50

KLINE BROS EXCAVATING

8996 110TH ST N
STILLWATER, MN 55082

Invoice

Date	Invoice #
7/24/2025	47

Bill To
CITY OF GRANT 111 WILDWOOD RD WILLERNIE, MN 55090

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	ROAD GRAVEL 100-43106		
6	6-30-25 LOADS OF MC-5 HAULED TO JOLIET	230.00	1,380.00
2.5	6-30-25 930G SPREAD GRAVEL	105.00	262.50
5	7-01-25 LOADS OF MC-5 HAULED TO 101st ST	230.00	1,150.00
2.5	7-01-25 930G SPREAD GRAVEL	105.00	262.50
7	7-02-25 LOADS OF MC-5 HAULED (4 HERON, 3 105TH)	230.00	1,610.00
3.5	7-02-25 930G SPREAD GRAVEL	105.00	367.50
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERVICE CHARGE		Total	\$5,032.50

KLINE BROS EXCAVATING

8996 110TH ST N
 STILLWATER, MN 55082

Invoice

Date	Invoice #
7/25/2025	48

Bill To
CITY OF GRANT 111 WILDWOOD RD WILLERNIE, MN 55090

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	BRUSHING WITH FORESTRY MULCHER		
4	6-23-25 E85 & FM (2ND CUL-DE-SAC OFF 84TH)	185.00	740.00
2	7-09-25 E85 & FM (WEST END OF 84TH)	185.00	370.00
5	7-25-25 E85 & FM (83RD & JEWEL, 83RD ST CORNER BY POND)	185.00	925.00

AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERVICE CHARGE

Total	\$2,035.00
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KLINE BROS EXCAVATING

8996 110TH ST N
STILLWATER, MN 55082

Invoice

Date	Invoice #
7/24/2025	49

Bill To
CITY OF GRANT 111 WILDWOOD RD WILLERNIE, MN 55090

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	DITCHWORK 100-43126		
	DITCHWORK ON 1ST CUL-DE-SAC AND ROAD OFF 84TH		
5.5	7-09-25 E85	140.00	770.00
7.5	7-09-25 325G	115.00	862.50
7.5	7-09-25 I7600	100.00	750.00
	DITCHWORK ON 2ND CUL-DE-SAC AND ROAD OFF 84TH		
7.5	7-10-25 E85	140.00	1,050.00
7.5	7-10-25 325G	115.00	862.50
7.5	7-10-25 I7600	100.00	750.00
	DITCHWORK ON 84TH ST EAST END		
6.5	7-18-25 E85	140.00	910.00
6.5	7-18-25 325G	115.00	747.50
6.5	7-18-25 I7600	100.00	650.00
	DITCHWORK OFF JEWEL & JEFFERY		
6	7-22-25 E85	140.00	840.00
6	7-22-25 325G	115.00	690.00
6	7-22-25 I7600	100.00	600.00
	DITCHWORK ALONG JEFFERY		
6.5	7-24-25 E85	140.00	910.00
6.5	7-24-25 325G	115.00	747.50
6.5	7-24-25 I7600	100.00	650.00
AMTS PAST 30 DAYS WILL BE SUBJECT TO A 1 1/2% MONTHLY SERVICE CHARGE		Total	\$11,790.00



<i>Invoice</i>	
Invoice Number:	231491
Account Number:	217912
Due Date	8/17/25
Amount Enclosed:	\$ _____
Federal Tax Id:41-6005919	

To: CITY OF GRANT
 PO BOX 577
 WILLERNIE MN 55090

Please return top portion with payment. Thank You.

Invoice						
Date	Number	Type	Due Date	Remark	Amount	
7/25/25	231491	Invoice	8/17/25	JAN-JUN 2025 POLICE SERVICES	\$95,535.89	
I declare under the penalties of law that this account claim or demand, is just and correct and no part of it has been paid. Please make check payable to Washington County and mail to the address above.					Invoice Total	\$95,535.89
					Sales Tax	
					Balance Due	\$95,535.89

INVOICE



Northern Salt
INCORPORATED

PO Box 1028
Forest Lake, MN 55025

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

Date	Invoice #
5/30/2025	32900

Bill To			Ship To		
City of Grant PO Box 577 Willernie MN 55090			10010 60th St N Stillwater, MN 55082		
Due Date	P.O. No.	S.O. No.	Terms	Rep	
6/29/2025		94746	Net 30	HOUSE	
Description	Quantity	Rate	U/M	Amount	
Calcium Chloride 38%	14,300	1.56	gal	22,308.00	
Brian- Ph# 651-269-5889 Job#27485					
Prompt payment would be appreciated. Late payments could result in a 1.5% monthly finance charge. Customer agrees to pay all costs of collection, including attorney's fees.			Subtotal	\$22,308.00	
			Sales Tax (0.0%)	\$0.00	
			Total	\$22,308.00	

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

A.R.C. Paving Inc.

P.O. 627

Willernie Mn 55090

Invoice

Date	Invoice #
6/24/2025	442

Bill To
City of Grant 111 Wildwood Rd Willernie MN 55090

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	Pot Hole patching - 6/24/25 4.25 hrs (10:45 - 3:00)	3,081.25	3,081.25
	115th Ave - Hidden Glade - Indigo Tr - 96th St 15 tons hot mix	1,333.01	1,333.01
Total			\$4,414.26

A.R.C. Paving Inc.

P.O. 627

Willernie Mn 55090

Invoice

Date	Invoice #
7/9/2025	447

Bill To
City of Grant 111 Wildwood Rd Willernie MN 55090

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	Pot Hole Patching -7/15/25 Irish Ave - 60th St Ln 7.5 hrs (7:30 - 2:00) 35.5 tons material	5,437.50	5,437.50
		2,326.00	2,326.00
Total			\$7,763.50

A.R.C. Paving Inc.
P.O. 627
Willernie Mn 55090

Invoice

Date	Invoice #
7/22/2025	451

Bill To
City of Grant 111 Wildwood Rd Willernie MN 55090

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	Culvert pavement repairs - 7/24/25 114th St and Lancing - Janero Ave 4 hrs (10:00 - 2:00)	2,900.00	2,900.00
	6 tons hot mix - \$81.00 per ton plus tax	522.45	522.45
		Total	\$3,422.45

From: arcpaving
To: Administrator/Clerk
Subject: Hot mix ticket
Date: Thursday, July 24, 2025 3:37:35 PM

Hot mix ticket for 7/24/25

Thx!

Martin Marietta
 34179 North St Paul
 2370 MN 36 East
 North St Paul, MN 55109

***** Reprint ***** Ticket **100078**

Date	DEL/PU	Dispatch	Scale
07/24/2025			1

Time Due	Time In	Time Out	Site #
		10:43AM	

Customer No AS570 **Job No** 25 **PO No** GRANT

Vehicle ARC208 A.R.C.
Carrier ASPHALT RESTORATION COMPANY
No. of Axes 5
MOR 2025-832 **MO** MVWE45025

Product MVWE45025 MV4 WEAR (BM) **Shipped Today** 6.56AL (BM)
Dil Grade BM PG555-29 **Ordered Today** 6.56AL (BM)

Ship To Asphalt Restoration Company Inc. 20 | 47885 - 1
 2025 ANNUAL QUOTE (ASPHALT RESTORATION)
 Grant MN

	US	TONS	METRIC
GROSS	27.960	18.00	17.88
TAKE	25.960	17.00	16.96
NET	12.120	8.26	8.00

Weigh Master KATIE E.

Signature of Receiving Agent _____ **Customer** _____

CERTIFIED PLANT
Warning: Martin Marietta Materials, Inc. is not liable for conditions and amounts shown on this ticket. See Terms and Conditions with every order, available at Site Office.

Ryan Conlin (Owner Operator)
 A.R.C. Paving Inc.
 (651)307-5777

Casey Conlin (Estimator)
 Additional Contact
 (651)253-7673

**TRAFFIC CONTROL SIGNAL MAINTENANCE AGREEMENT
BETWEEN THE COUNTY OF WASHINGTON, THE CITY OF GRANT
AND THE CITY OF STILLWATER
FOR THE TRAFFIC CONTROL SIGNAL
AT COUNTY STATE AID HIGHWAY 15 AND 62nd STREET NORTH**

WASHINGTON COUNTY	
CONTRACT NO.	17496
DEPT.	PUBLIC WORKS
DIVISION	TRANSPORTATION
TERM	PERPETUAL

THIS AGREEMENT made and entered into by and between the County of Washington, a political subdivision of the State of Minnesota, hereinafter referred to as the "County" the City of Stillwater, Minnesota, a municipal corporation, hereinafter referred to as "Stillwater" and the City of Grant, Minnesota, a municipal corporation, hereinafter referred to as "Grant".

WHEREAS, it has been determined to install a traffic control signal at the intersection of County Highway 15 (Manning Avenue) and 62nd Street; and

WHEREAS, the County, Stillwater and Grant are installing a temporary wood pole signal prior to installing the permanent traffic control signal; and

WHEREAS, the County will be responsible for constructing/installing the temporary wood pole signal and the permanent traffic control signal; and

WHEREAS, the County, Stillwater and Grant have agreed to share in the maintenance costs of the traffic control signal system as hereinafter set forth; and

WHEREAS, this Agreement is made pursuant to statutory authority contained in Minnesota Statute 162.17 sub.1 and Minnesota Statute 471.59.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. This agreement shall apply only to the signalized intersection owned by the County and located in Stillwater and Grant at County Highway 15 (Manning Avenue) and 62nd Street.
2. Monthly electrical service expenses necessary to operate the traffic control signal system and integral streetlights, including the cost of establishing and perpetuating a connection to the electrical grid and subsequent ongoing electrical service expenses, shall be paid by Stillwater at its sole cost and expense. Stillwater shall receive and pay all such invoices. In the event that additional development or a change in use occurs on the west leg of the intersection, the County will not approve an access permit without a cooperative effort between Grant, Stillwater and the County to facilitate changes to electrical service responsibilities.
3. Stillwater shall, at its sole cost and expense, maintain and keep in repair the integral luminaires (overhead street lights) and all their components, including replacement of the existing luminaires if necessary, except that the county shall maintain and keep in repair the electrical connection to the luminaire heads at the sole cost and expense to the County. In the event that additional development or a change in use occurs on the west leg of the intersection, the County will not approve an access permit without a cooperative effort between Grant, Stillwater and the County to facilitate changes to luminaire maintenance responsibilities.
4. The County shall own the traffic control signal system and all of its components and shall, at its sole cost and expense, operate, maintain and keep in repair the traffic control signal system

including but not limited to the relamping of vehicular and pedestrian traffic signal indications, cleaning and maintenance of the control cabinet, maintenance of the Emergency Vehicle Preemption (EVP) system, attached signage, traffic signal interconnection and master controller, and repair of any and all physical damage, except as set forth in the following section.

5. The County considers paint to be an aesthetic component of the traffic signal system. Therefore, if Grant and Stillwater mutually desire to paint the system, Grant or Stillwater shall, at their mutually agreed cost and expense, clean and paint the traffic control signal system and integral streetlights by having first obtained a permit from the County which may place conditions on activities within the right-of-way. Alternatively, Grant and Stillwater may, at their discretion, request in writing that the County paint the traffic control signal system and integral streetlights at the mutually agreed cost and expense of Grant and Stillwater.
6. The County shall, at its sole cost and expense, be responsible for identification and location of the underground components of the traffic control signal system as required by the Gopher State One Call system.
7. Grant or Stillwater shall not revise by addition or deletion, nor alter or adjust any component, part, sequence, or timing of the aforesaid traffic control signal system or EVP system; however nothing herein shall be construed as restraint of prompt, prudent action by properly constituted authorities in situations where part of such traffic control signal system may be directly involved in an emergency.
8. The EVP system provided for in this agreement shall be the property of the County and shall be installed, operated, maintained, upgraded, or removed in accordance with the following conditions and requirements:
 - a. Emitter units may be installed and used only on vehicles responding to an emergency as defined in Minnesota Statutes Sections 169.011, subd. 3 and 169.03. Grant and Stillwater will, provide the County Engineer or his duly appointed representative a list of all such vehicles with emitter units upon request.
 - b. Malfunctions of the EVP system shall be reported to the County immediately.
 - c. Only in the event said EVP system or components are, in the opinion of the County, being misused or the terms set forth herein are violated, and such misuse or violation continues after receipt by Grant or Stillwater of written notice thereof from the County, the County may remove, modify, restrict, or deactivate the EVP system. Upon removal of the EVP system pursuant to this paragraph, the field wiring, cabinet wiring, detector receivers, infrared detector heads, and indicator lamps and all other components shall become the property of the County.
 - d. All timing of said EVP system shall be determined by the County.

CIVIL RIGHTS AND NON-DISCRIMINATION

The provisions of Minn. Stat. 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set further herein, and shall be part of any Agreement entered into by the parties with any contractor subcontractor, or material suppliers.

WORKERS COMPENSATION

It is hereby understood and agreed that any and all employees of the County and all other persons employed by the County in the performance of construction and/or construction engineering work or services required or provided for under this agreement shall not be considered employees of Grant or Stillwater and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by

any third parties as a consequence of any act or omission on the part of said County employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of Grant or Stillwater.

It is hereby understood and agreed that any and all employees of Grant and Stillwater and all other persons employed by Grant and Stillwater in the performance of construction and/or construction engineering work or services required or provided for under this Agreement shall not be considered employees of the County and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said Grant or Stillwater employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the County.

INDEMNIFICATION

1. Grant and Stillwater agree that it will defend, indemnify and hold harmless the County against any and all liability, loss, damages, costs and expenses which the County may hereafter sustain, incur or be required to pay by reason of any negligent act by Grant or Stillwater, its agents, officers or employees during the performance of this agreement.
2. The County agrees that it will defend, indemnify and hold harmless Grant or Stillwater against any and all liability, loss, damages, costs and expenses which Grant or Stillwater may hereafter sustain, incur or be required to pay by reason of any negligent act by the County, its agents, officers or employees during the performance of this agreement.
3. To the fullest extent permitted by law, actions by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(b). The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties as provided for in Section 471.59, subd. 1a.
4. Each party's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The parties agree that liability under this Agreement is controlled by Minnesota Statute 471.59, subdivision 1a and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in 466.04, subdivision 1(a).

DATA PRIVACY

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy.

CONDITIONS

Grant or Stillwater shall not assess or otherwise recover any portion of its cost for this project through levy on County-owned property.

TERM

This Agreement shall remain in full force and effect until terminated by mutual Agreement of the parties.

COUNTERPARTS

This Agreement may be executed in counterparts.

SEVERABILITY

If any provision or provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

WASHINGTON COUNTY

CITY OF STILLWATER

Chair Date
Board of Commissioners

Mayor Date

Kevin Corbid Date
County Administrator

City Administrator Date

Approved as to form:

Approved as to form:

County Attorney Date

City Attorney Date

CITY OF GRANT

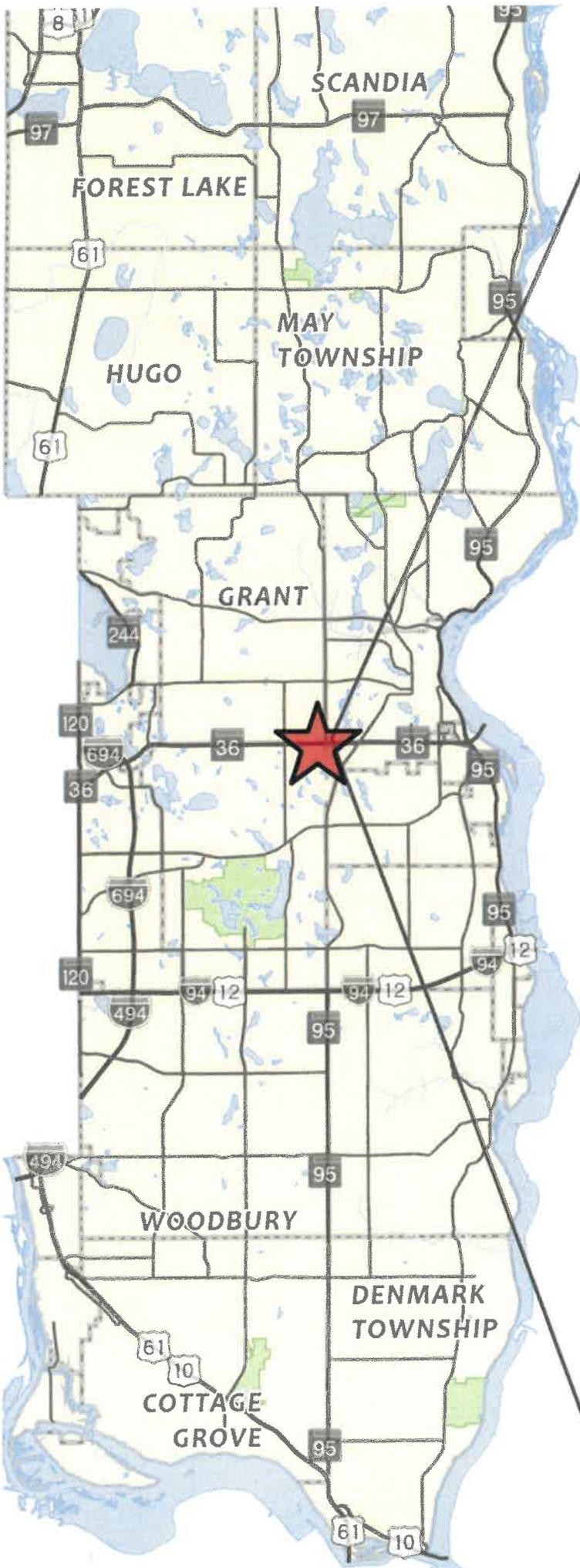
Mayor Date

City Administrator Date

Approved as to form:

City Attorney Date

CSAH 15/62ND STREET SIGNAL



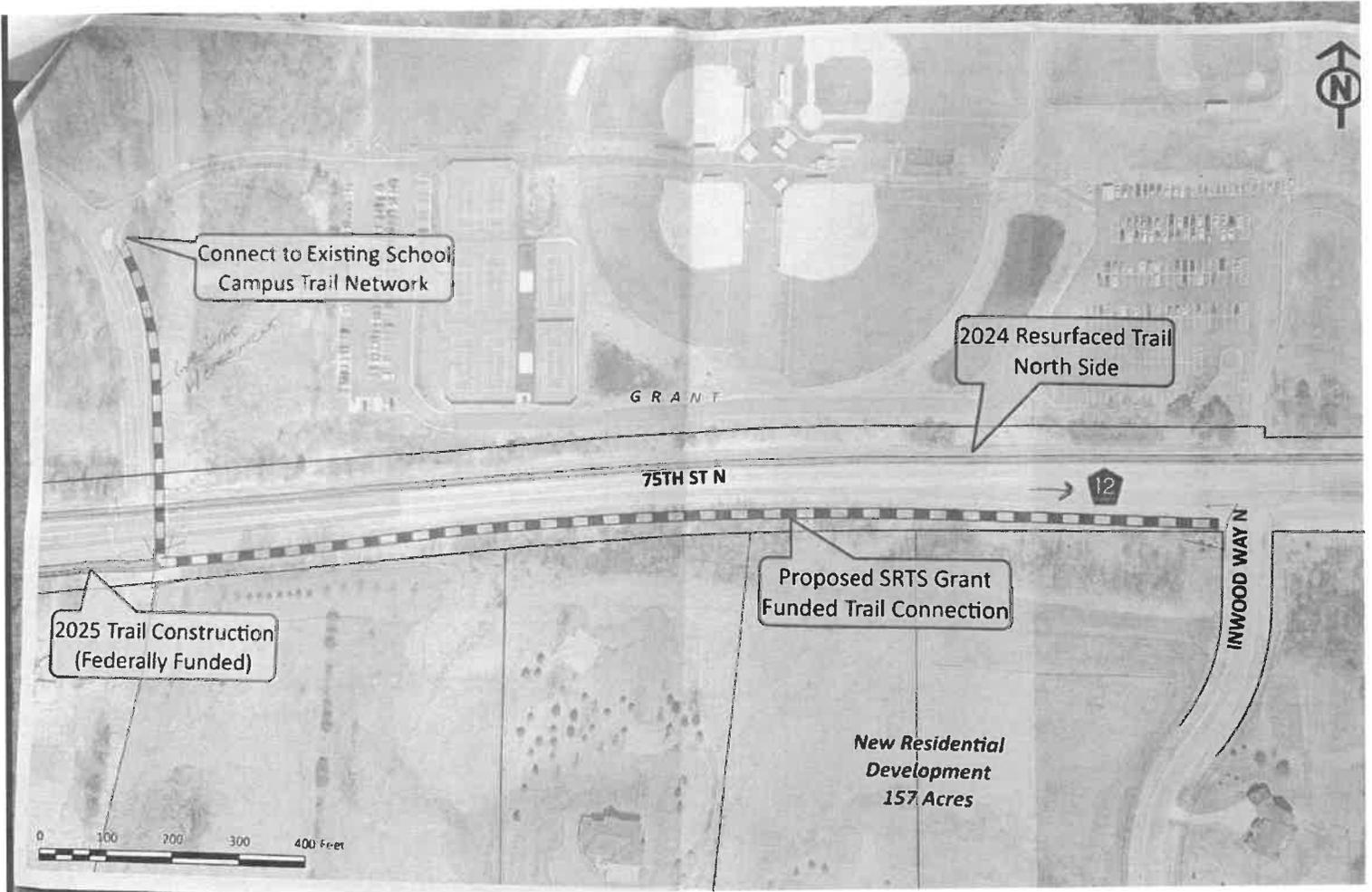
The Statewide Health Improvement Partnership (SHIP) program, administered locally by the Washington County Public Health and Environment (PHE) Department, provides grant funding that may align with the City's goals.

Key details about the SHIP grant program include:

- **Administration:** Grants are managed by the Washington County Public Health and Environment Department.
- **Annual Cycle:** The grant application cycle opens on **November 1st** and closes on **October 31st** of the following year. Projects are typically awarded by **January 1**.
- **Eligible Activities:** Funding may be used for **feasibility studies** and **preliminary engineering**, making it a potential resource for early-phase planning of trail and active transportation projects.
- **Funding Levels:** Award amounts vary annually based on state allocations and the number of applicants.

3. Action: Discussion, Motion

Attachment: Project Map



MEMORANDUM

To: City of Grant Mayor and Council Members
From: Amanda Johnson, City Attorney
Date: August 5, 2025
Re: Proposed Ordinance to Allow Assessment of Costs Related to Code Enforcement

Background

Code enforcement is a necessity for all municipalities. Grant, like most cities, utilizes a complaint-based code enforcement system. When City Staff receive a complaint alleging a code violation, they investigate to determine if a violation exists. If there is a code violation, a compliance letter, or some type of notice, is sent or communicated to the property owner, informing the owner that they are in violation of City Code and identifying the specific Code violation. Often this is enough to obtain compliance.

Sometimes it requires multiple interactions between City Staff and the property owner to gain compliance. Occasionally, a property owner refuses to remove the Code violation. In these cases, the City has the authority to sue the property owner for Code compliance.

Recently, the City was involved in a code enforcement matter that almost required legal action. As a part of that situation, the City Code was examined to see if there was an ordinance authorizing us to assess legal/administrative costs against the property, in the event that we successfully sue a property owner for code compliance. Currently, the City does not have such a code provision.

Proposed Ordinance

For the Council's consideration is a proposed ordinance that grants the City the following authority:

- Authorizes the City to take any and all administrative, civil and criminal actions necessary to obtain compliance with City Code.
- Authorizes the City to enter the affected property to abate code violations, pursuant to additional terms of a court order.
- Provides 60 days for property owner to appeal a court order (this is already required under state law, but by including it in the ordinance it helps City Staff to remember to wait 60

days before conducting any abatement activities). There is an exception for emergency situations.

- Provides prevailing party with reasonable attorney's fee and costs. In addition, if the City prevails, it allows us to recover all actual fees, legal fees, court costs, and abatement costs.
- Defines the process to access the code enforcement costs including requiring a bill to be mailed to the property owner. If the bill is not paid within 30 days, the unpaid amounts may be assessed against the property and certified to the taxes the following calendar year.

Requested Council Action

1. Motion to approve Ordinance No. 2025-84 an Ordinance enacting Chapter 2, Article V, Section 2-105, District Court Civil Abatement Actions and Recovery of Costs.

Enclosures

- Ordinance No. 2025-84

**CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA
ORDINANCE NO. 2025-84**

**AN ORDINANCE ENACTING CHAPTER 2, ARTICLE V, SECTION 2-105, DISTRICT
COURT CIVIL ABATEMENT ACTIONS AND RECOVERY OF COSTS**

THE CITY COUNCIL OF THE CITY OF GRANT ORDAINS AS FOLLOWS:

Section 1. ENACTMENT. Chapter 2, Article V, Section 2-105 of the Grant City Code is hereby enacted as follows.

Sec. 2-105 DISTRICT COURT CIVIL ABATEMENT ACTIONS AND RECOVERY OF COSTS

- A. This section is limited to those rare or extreme circumstances where the city has in its judgment exhausted all other reasonable means to achieve compliance with city code and authorizes the commencement of a district court civil action. The city may seek and compel code compliance under any applicable law, rule, or regulation, either through administrative, civil or criminal actions, either individually or collectively, and the election of any compliance action by the city shall not be construed as a waiver of any other rights or actions by the city.
- B. If a person remains in continued violation, the City Council may authorize the commencement of a district court civil action seeking an order for specific performance, injunctive relief, and any equitable relief to the fullest extent permitted by law to ensure compliance with Grant City Code. Should the responsible person fail to comply, remediate, or restore the affected property within an established deadline set by either administrative, civil, or criminal proceedings, then conditioned on and subject to the district court order, the city shall be able to enter the affected property and may hire a contractor to abate the violations.
- C. Unless the district court determines in its order that immediate remediation is required due to an emergency or other circumstances requiring immediate remediation, then the city will not undertake remediation for sixty (60) days from the date of the district court order in order for the resident to seek a stay from either the district court or the Minnesota Court of Appeals.
- D. In the event of a district court civil action, the prevailing party is entitled to reasonable attorney's fees and costs directly related to the city's code enforcement court action. If the city prevails, the violator shall also be personally liable to the city for all actual fees, legal fees, and court costs incurred in connection with the district court action and the city's code

enforcement remediation and/or restoration of the affected property. As soon as the abatement has been completed and obtained by whatever means and the costs determined, then the city administrator shall mail the bill to the property owner.

- E. If the bill is not paid within thirty (30) days, the city may draw the amount of the bill from any financial guarantees the city may hold and may assess the property from which the offense originated. Each year the city administrator shall list the total unpaid charges under this section against the property to which the unpaid costs are attributable to under city code. After notice and hearing as provided in Minn. Stat. § 429.061, as amended, the City Council may then spread the unpaid charges against the property benefitted as a special assessment under Minn. Stat. § 429.101, as amended, for the certification to the Washington County Auditor and collection along with the current taxes the following year or in annual installations not exceeding ten (10) years as the City Council may determine in each case.

Section 2. SUMMARY PUBLICATION. The proposed ordinance is lengthy and would be expensive to publish in the Official Newspaper in its entirety. Minn. Stat. § 412.191 allows a City to publish a summary of an approved ordinance; and the City Council hereby approves the following summary publication language:

This ordinance provides the process and procedure to civil court abatement actions and the recovery of the City's legal fees by way of assessment against the offending property.

A full copy of the Ordinance is available at City Hall and on the City's website.

Section 3. EFFECTIVE DATE. This Ordinance shall be in full force and effect upon its adoption and publication as provided by law.

Passed in regular session of the City Council on the ___ day of _____, 2025.

CITY OF GRANT

By: _____
 Jeff Giefer
Its: Mayor

Attested:

By: _____

Kim Points

Its: City Clerk

(Published in the _____ on _____, 2025)

**CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA**

RESOLUTION NO. 2025-11

**A RESOLUTION OF THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA,
PROVIDING FOR THE SUMMARY PUBLICATION OF ORDINANCE NO. 2025-84**

WHEREAS, On August 5th, 2025, at a Regular Meeting of the Grant City Council, by majority vote, the City Council adopted Ordinance No. 2025-84 which provides for the process and procedure to civil court abatement actions and recovery of fees for the City of Grant; and

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

WHEREAS, the City Council for the City of Grant has determined that publication of the title and a summary of Ordinance No. 2025-84 would clearly inform the public of the intent and effect of the Ordinance; and

WHEREAS, the City Council for the City of Grant has reviewed the summary of Ordinance No. 2025-84 attached and incorporated herein as **Exhibit A**; and

WHEREAS, the City Council for the City of Grant has determined that the text of the summary clearly informs the public of the intent and effect of Ordinance No. 2025-84.

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

1. Approves the text of the summary of Ordinance No. 2025-84 attached as **Exhibit A**.
2. Directs the City Clerk to post a summary publication of Ordinance No. 2025-84 in all public locations designated by the City Council.
3. Directs the City Clerk to publish the summary in the City's legal newspaper within ten days.
4. Directs the City Clerk to file the executed Ordinance upon the books and records of the City along with proof of publication.

Dated this 5th day of August, 2025.

Jeff Giefer, Mayor

ATTEST:

Kim Points, Administrator/Clerk

Exhibit A
Ordinance Summary

Ordinance No. 2025-84

**AN ORDINANCE ESTABLISHING A PROCESS AND PROCEDURE TO CIVIL COURT
ABATEMENT ACTIONS AND RECOVERY OF FEES
FOR THE CITY OF GRANT, MINNESOTA**

On August 5, 2025 the City of Grant adopted an ordinance that provides for the process and procedure to civil court abatement actions and the recovery of the City's legal fees by way of assessment against the offending property.

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

City Council report for June 2025

Date: June 17, 2025

To: Kim Points City Clerk

From Jack Kramer Building Official

City Code Violations:

1. No new violations to Report.

Conditional Use Permits Reviewed

1. Crown Castle Cell Tower Site
8380 Kimbro Ave. N.
(Compliant)
2. Suburban Lighting Cell Tower Site
6077 Lake Elmo Ave. N.
(Compliant)
3. Mow Grow /Indian Hills Golf Club Cell Tower -Water Tower Site.
6667 Keats Ave N.
(Compliant)
4. IDS School District # 832 Athletic Fields
8000 & 8678- 75th. St N.
(Compliant)

Building Permit Activity:

a. Thirty-Building Permits were issued for a total valuation of \$ 3,284,505.00.

Respectfully submitted,

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

Jack Kramer

Building Official

City Council Report for July 2025

Date July 17, 2025

To: Kim Points City Clerk

From; Jack Kramer Building Official

City Code Violations:

1. No New violations to report.

Building Permit Activity:

A total of forty-two building permits were issued, with a combined valuation of \$7,297,071.00.

Respectfully submitted,

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

Jack Kramer

Building and Code Enforcement Official

