Fund Name: All Funds

Date Range: 10/02/2026 To 10/31/2026

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
10/13/2026	Hurlburt Heating & Plumbing	17143	Estimate 189036859 - City of Grant - Project 195664143	N	Town Hall Supplies	100-43001-210-	$ 12,422.00
	Total For Check	**17143**					**$ 12,422.00**
10/13/2026	Croix Valley Inspector	17144	Building Inspector-permits from 2023, 2025 & 2026	N	Building Inspection	100-42004-300-	$ 4,201.58
	Total For Check	**17144**					**$ 4,201.58**
10/31/2026	A.R.C Paving	17145	Inv #653 - pothole patching 62nd-Leeward-Jocelyn-115th/Lockridge	N	Pothole Repairs	100-43109-220-	$ 2,180.75
	Total For Check	**17145**					**$ 2,180.75**
10/31/2026	Catalyst	17146	Invoice #51804 - Fall Newsletter	N	City Newsletter	100-41307-210-	$ 1,957.99
	Total For Check	**17146**					**$ 1,957.99**
10/31/2026	CenturyLink	17147	City Phone - October	N	City Office Telephone	100-41309-321-	$ 184.09
	Total For Check	**17147**					**$ 184.09**
10/31/2026	Croix Valley Inspector	17148	Building Inspector-permits from 2025 & 2026	N	Building Inspection	100-42004-300-	$ 4,060.71
	Total For Check	**17148**					**$ 4,060.71**
10/31/2026	Eckberg Lammers, P.C.	17149	Legal Services - through 9/30/2026 - Inv 09-2026 & 55316	N	Legal Fees - General	100-41204-304-	$ 1,400.00
		17149			Legal Fees - Complaints/Code Enforcement	100-41205-304-	$ 1,100.00
		17149			Legal Fees - Prosecution	100-41206-304-	$ 2,731.75
		17149			Legal Fees - Litigation	100-41214-304-	$ 5,122.50
		17149			2027 Roadway Improvement Project	100-43141-304-	$ 2,420.00
		17149			Escrow	100-49320-304-1064	$ 35.00
		17149				100-49320-304-1076	$ 175.00
	Total For Check	**17149**					**$ 12,984.25**
10/31/2026	Eckberg Lammers, P.C.	17150	Legal Services - through 10/28/2026 - Inv 10-2026 & 56317	N	Legal Fees - General	100-41204-304-	$ 1,460.00

Date	Vendor		Check #	Description	Void	Account Name	F-A-O-P	Total
			17150			Legal Fees - Complaints/Code Enforcement	100-41205-304-	$ 845.00
			17150			Legal Fees - Prosecution	100-41206-304-	$ 2,731.75
			17150			Legal Fees - Litigation	100-41214-304-	$ 207.50
			17150			Escrow	100-49320-304-1041	$ 500.00
			17150				100-49320-304-1064	$ 156.00
		Total For Check	**17150**					**$ 5,900.25**
10/31/2026	LHB		17151	Invoice #260155.00-5, 260155.00-6 Invoice #240212.02-7, 240212.02-8	N	Engineering Fees - General	100-41203-300-	$ 12,302.52
			17151				100-41203-300-	$ 13,784.50
			17151			Culvert Repair	100-43111-300-	$ 1,459.00
			17151				100-43111-300-	$ 5,527.46
			17151			2027 Roadway Improvement Project	100-43141-300-	$ 7,492.35
			17151				100-43141-300-	$ 5,263.50
			17151			Escrow	100-49320-300-1025	$ 1,398.00
		Total For Check	**17151**					**$ 47,227.33**
10/31/2026	KEJ Enterprises		17152	Roads Supervisor 2026 - invoice 899-October	N	Roads Supervisor	100-43014-300-	$ 15,025.00
		Total For Check	**17152**					**$ 15,025.00**
10/31/2026	Ken Ronnan		17153	Video Tech Services - October 2026	N	Cable Costs	100-41212-300-	$ 150.00
		Total For Check	**17153**					**$ 150.00**
10/31/2026	Kline Bros Excavating		17154	October: Invoices 91-95	N	Grader Contractor	100-43101-400-	$ 6,110.00
			17154			Gravel Road Costs	100-43106-400-	$ 920.00
			17154			Culvert Repair	100-43111-400-	$ 880.00
			17154			Road Brushing	100-43114-400-	$ 8,545.00
			17154			Ditch Repair	100-43133-400-	$ 2,450.00
		Total For Check	**17154**					**$ 18,905.00**
10/31/2026	LRS		17155	Town Hall Portable-October 2026-InvMP310275	N	Town Hall Porta Pot	100-43007-210-	$ 134.00
		Total For Check	**17155**					**$ 134.00**
10/31/2026	Press Publications		17156	Client #4582: invoice#65, 868937, 868938	N	Election Expenses	100-41303-351-	$ 168.00
			17156			Publishing Costs	100-41308-351-	$ 288.00

Fund Name: All Funds

Date Range: 10/02/2026 To 10/31/2026

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
		17156			Escrow	100-49320-351-1068	$ 77.25
	Total For Check	**17156**					**$ 533.25**
10/31/2026	Swanson Haskamp Consulting, LLC	17157	Planning Services - Inv #1614-1625, 1627	N	City Planner	100-41209-300-	$ 10,876.35
		17157				100-41209-300-	$ 500.00
		17157			Escrow	100-49320-300-1008	$ 439.50
		17157				100-49320-300-1059	$ 1,975.25
		17157				100-49320-300-1064	$ 1,830.75
		17157				100-49320-300-1065	$ 606.00
		17157				100-49320-300-1065	$ 893.50
		17157				100-49320-300-1067	$ 2,448.00
		17157				100-49320-300-1069	$ 430.75
		17157				100-49320-300-1070	$ 2,412.00
		17157				100-49320-300-1073	$ 2,571.50
		17157				100-49320-300-1074	$ 424.50
		17157				100-49320-300-1075	$ 466.50
	Total For Check	**17157**					**$ 25,874.60**
10/31/2026	Maroney's	17158	cart left at town hall	N	Road Garbage Removal	100-43105-384-	$ 38.00
	Total For Check	**17158**					**$ 38.00**
10/31/2026	Northern Salt	17159	Revised invoice 35327	N	Magnesium Chloride	100-43107-210-	$ 1,504.67
	Total For Check	**17159**					**$ 1,504.67**
10/31/2026	Washington Conservation District	17160	Shared Water Resource Ed Program-3rd Qtr	N	MS4	100-43118-300-	$ 234.00
	Total For Check	**17160**					**$ 234.00**
10/31/2026	Washington County Public Safety Rad	17161	3rd Quarter Radio Fees 2026	N	Police	100-42001-210-	$ 309.06
	Total For Check	**17161**					**$ 309.06**
10/31/2026	Waste Management	17162	Recycling - September 2026	N	Recycling	100-43011-384-	$ 8,293.74
	Total For Check	**17162**					**$ 8,293.74**
10/31/2026	Woodchuck	17163	fallen boxelder near 10685 62nd, 2 fallen cottonwoods on 88th, Invoice 6842 & 6859	N	Heavy Brushing (storm damage/tree trimming)	100-43115-220-	$ 2,960.00
	Total For Check	**17163**					**$ 2,960.00**
10/31/2026	Pauszek Inc.	17164	October Assessor Billing	N	Property Assessor	100-41208-300-	$ 2,400.00

Fund Name: **All Funds**

Date Range: **10/02/2026 To 10/31/2026**

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
	Total For Check	**17164**					**$ 2,400.00**
10/31/2026	Payroll Period Ending 10/31/2026	17165	October 2026 Payroll	N	Clerk Salary	100-41101-100-	$ 6,094.47
	Total For Check	**17165**					**$ 6,094.47**
10/31/2026	PERA	381EFT	PERA - September (373EFT was actually for August PERA payment)	N	Clerk PERA	100-41102-120-	$ 781.20
		381EFT			Clerk PERA Withholding	100-41108-100-	$ 677.04
	Total For Check	**381EFT**					**$ 1,458.24**
10/31/2026	IRS	382EFT	October Payroll-EFT	N	Clerk FICA/Medicare	100-41103-100-	$ 796.82
		382EFT			Clerk Medicare	100-41105-100-	$ 151.03
		382EFT			Federal Withholding	100-41107-100-	$ 2,156.74
		382EFT			Social Security Expens	100-41109-100-	$ 645.79
	Total For Check	**382EFT**					**$ 3,750.38**
10/31/2026	Minnesota Department of Revenue	383EFT	October Payroll Tax Deposit-EFT	N	State withholding	100-41106-100-	$ 645.10
	Total For Check	**383EFT**					**$ 645.10**
10/31/2026	USPS	384EFT	roll of stamps - debit card	N	Postage	100-41318-210-	$ 82.00
	Total For Check	**384EFT**					**$ 82.00**
10/31/2026	Minnesota Department of Employment	385EFT	PFML leave payment - amount per state	N	Clerk-Paid Medical Leave Premium	100-41115-136-	$ 103.12
		385EFT			Clerk-Paid Medical Leave Withholding	100-41116-136-	$ 103.12
	Total For Check	**385EFT**					**$ 206.24**
10/31/2026	MN Department of Labor & Industry	386EFT	3rd Quarter Building Permit Surcharge	N	Building Permit Surcharge	100-42005-210-	$ 2,673.40
	Total For Check	**386EFT**					**$ 2,673.40**
10/31/2026	Xcel Energy	387EFT	Electricity	N	Town Hall Electricity	100-43004-381-	$ 82.54
		387EFT			Well House Electricity	100-43010-381-	$ 11.05
		387EFT			Street Lights	100-43117-381-	$ 28.82
		387EFT				100-43117-381-	$ 37.64
	Total For Check	**387EFT**					**$ 160.05**
10/31/2026	Xcel Energy	388EFT	Electricity	N	Pole Barn Electricity	100-43020-381-	$ 13.02
	Total For Check	**388EFT**					**$ 13.02**
10/31/2026	TMobile	389EFT	City Cell Phone-Auto Pay	N	Office Supplies	100-41313-210-	$ 35.26

Fund Name: **All Funds**

Date Range: **10/02/2026 To 10/31/2026**

Date	Vendor		Check #	Description	Void	Account Name	F-A-O-P	Total
			389EFT			Road Expenses - Other	100-43116-210-	$ 18.23
		Total For Check	**389EFT**					**$ 53.49**
10/31/2026	Comcast		390EFT	Town Hall Wifi-Auto	N	Town Hall Supplies	100-43001-210-	$ 190.24
		Total For Check	**390EFT**					**$ 190.24**
10/31/2026	Adobe		391EFT	October Subscription-Auto Pay	N	Office Supplies	100-41313-200-	$ 26.00
		Total For Check	**391EFT**					**$ 26.00**
Total For Selected Checks								**$ 182,832.90**

Fund Name: All Funds

Date Range: 10/01/2026 To 10/31/2026

Date	Remitter	Receipt #	Description		Deposit ID	Void	Account Name	F-A-P	Total
10/07/2026	Investments	IAW8	Deposit from Investments		(10/07/2026)-	N	Sale of Investment	100-39990-	$ 250,000.00
									$ 250,000.00
10/21/2026	Glendenning	6546	11049 Irish Ave N		(10/21/2026) -	N	Assessment Searches	100-34001-	$ 25.00
									$ 25.00
10/21/2026	American Waterworks	6547	2026-256	9696 101st St N	(10/21/2026) -	N	Building Permits	100-32003-	$ 111.25
							Building Permit Surcharge - due to State	100-34130-	$ 2.37
									$ 113.62
10/21/2026	HMI dba Water Doctors	6548	2026-254	7410 Keswick	(10/21/2026) -	N	Plumbing Permits	100-32005-	$ 80.00
							Building Permit Surcharge - due to State	100-34130-	$ 1.00
									$ 81.00
10/21/2026	Buildtec Contracting	6549*	2026-248 Ave.	7830 Lake Elmo	(10/21/2026) -	N	Building Permits	100-32003-	$ 207.25
							Building Permit Surcharge - due to State	100-34130-	$ 9.07
									$ 216.32
10/21/2026	Hurlburt Holdings	6550	2026-253	8380 Kimbro Ave	(10/21/2026) -	N	Heating Permits	100-32004-	$ 80.00
							Building Permit Surcharge - due to State	100-34130-	$ 1.00
									$ 81.00
10/21/2026	David Marotz	6551	2026-255 Ave. N	9912 Manning	(10/21/2026) -	N	Building Permits	100-32003-	$ 167.25
							Plan Checking Fees	100-34104-	$ 108.71
							Building Permit Surcharge - due to State	100-34130-	$ 4.50
									$ 280.46
10/21/2026	Justino Alvarez	6552	2026-249 N	6502 Jamaca Av.	(10/21/2026) -	N	Building Permits	100-32003-	$ 307.25

Fund Name: **All Funds**

Date Range: **10/01/2026 To 10/31/2026**

Date	Remitter	Receipt #	Description		Deposit ID	Void	Account Name	F-A-P	Total
							Building Permit Surcharge - due to State	100-34130-	$ 9.07
									$ 316.32
10/21/2026	Steve Brown	6553	2026-239	7080 117th St. N	(10/21/2026) -	N	Building Permits	100-32003-	$ 1,156.15
							Plan Checking Fees	100-34104-	$ 751.49
							Building Permit Surcharge - due to State	100-34130-	$ 64.21
									$ 1,971.85
10/21/2026	Hagstrom Builders	6554	2026-238 Trail Building + driveway access	7221 Lone Oak	(10/21/2026) -	N	Other/Permits/Fees	100-32002-	$ 50.00
							Building Permits	100-32003-	$ 8,758.75
							Plan Checking Fees	100-34104-	$ 5,693.18
							Building Permit Surcharge - due to State	100-34130-	$ 900.00
									$ 15,401.93
10/21/2026	New Creation Construction	6555	2026-245	9415 84th St N	(10/21/2026) -	N	Building Permits	100-32003-	$ 125.25
							Plan Checking Fees	100-34104-	$ 81.41
							Building Permit Surcharge - due to State	100-34130-	$ 2.50
									$ 209.16
10/21/2026	American Waterworks	6556	2026-235 Ave N	11870 Keystone	(10/21/2026) -	N	Building Permits	100-32003-	$ 293.25
							Plan Checking Fees	100-34104-	$ 190.61
							Building Permit Surcharge - due to State	100-34130-	$ 8.58
									$ 492.44
10/21/2026	Markgraf Mechanical	6557	2026-250	10725 Kimbro	(10/21/2026) -	N	Building Permits	100-32003-	$ 80.00
							Building Permit Surcharge - due to State	100-34130-	$ 1.00
									$ 81.00
10/21/2026	T.E.S. Construction	6558	2026-247	6873 Ideal Ave.	(10/21/2026) -	N	Building Permits	100-32003-	$ 349.25
							Plan Checking Fees	100-34104-	$ 227.01

Fund Name: **All Funds**

Date Range: **10/01/2026 To 10/31/2026**

Date	Remitter	Receipt #	Description		Deposit ID	Void	Account Name	F-A-P	Total
							Building Permit Surcharge - due to State	100-34130-	$ 11.00
									$ 587.26
10/21/2026	Arlys & Bruce Kath	6559	11947 Lone Oak Trail - assessment payoff		(10/21/2026) -	N	2026 Roadway Improvement Project - Assessment payments	100-31957-	$ 18,746.85
									$ 18,746.85
10/21/2026	American Waterworks	6560	2026-234	9500 96th St. N	(10/21/2026) -	N	Building Permits	100-32003-	$ 167.25
							Building Permit Surcharge - due to State	100-34130-	$ 4.11
									$ 171.36
10/21/2026	John Anderson	6561	2026-246	10647 62nd St. N	(10/21/2026) -	N	Building Permits	100-32003-	$ 80.00
							Building Permit Surcharge - due to State	100-34130-	$ 1.00
									$ 81.00
10/21/2026	American Waterworks	6562	2026-243	10136 67thLn N	(10/21/2026) -	N	Building Permits	100-32003-	$ 209.25
							Building Permit Surcharge - due to State	100-34130-	$ 5.55
									$ 214.80
10/21/2026	LMCIT	6563	Workers Comp Dividend		(10/21/2026) -	N	Refunds and Reimbursements	100-33003-	$ 416.00
									$ 416.00
10/21/2026	Midwest Roofing, Siding & Windows	6564	2026-232 re-deck	11045 115th St N	(10/21/2026) -	N	Building Permits	100-32003-	$ 492.75
							Building Permit Surcharge - due to State	100-34130-	$ 17.47
									$ 510.22
10/21/2026	Krinkie Heating & Air Conditioning	6565	2026-142 N	9785 Justen Trail	(10/21/2026) -	N	Building Permits	100-32003-	$ 80.00
							Building Permit Surcharge - due to State	100-34130-	$ 1.00
									$ 81.00
10/21/2026	Heating & Cooling Two, Inc	6566	2026-145 Trail	7076 Lone Oak	(10/21/2026) -	N	Heating Permits	100-32004-	$ 80.00

Fund Name: All Funds

Date Range: 10/01/2026 To 10/31/2026

Date	Remitter	Receipt #	Description		Deposit ID	Void	Account Name	F-A-P	Total
							Building Permit Surcharge - due to State	100-34130-	$ 1.00
									$ 81.00
10/21/2026	Nearby Handy Guy	6567	2026-240	10133 65th St. N	(10/21/2026) -	N	Building Permits	100-32003-	$ 153.25
							Plan Checking Fees	100-34104-	$ 99.61
							Building Permit Surcharge - due to State	100-34130-	$ 3.65
									$ 256.51
10/21/2026	Brandon & Kendra Smith	6568	2026-228 N	8720 Jeffrey Ave.	(10/21/2026) -	N	Building Permits	100-32003-	$ 344.15
							Building Permit Surcharge - due to State	100-34130-	$ 10.39
									$ 354.54
10/21/2026	Alma Homes, LLC	6569	Bogestad - 9350 Ivy Ave. N		(10/21/2026) -	N	Admin Fee COC	100-32008-	$ 100.00
							Escrows	100-39110-1075	$ 900.00
									$ 1,000.00
10/21/2026	Alex Doerr	6570	7198 Keats - other land use		(10/21/2026) -	N	Other/Permits/Fees	100-32002-	$ 100.00
							Escrows	100-39110-1076	$ 1,000.00
									$ 1,100.00
10/29/2026	John & Kelsey Lavalle	6571	CoC escrow fee - 9729 Ideal Ave. (owe application fee)		(10/29/2026) -	N	Escrows	100-39110-1077	$ 900.00
									$ 900.00
10/29/2026	Larkin Hoffman	6572	11220 Manning Trail - CUP application + escrow fee		(10/29/2026) -	N	Admin Fee CUP	100-32007-	$ 500.00
							Escrows	100-39110-1078	$ 3,000.00
									$ 3,500.00
10/29/2026	Trident Bath & Shower	6573	2026-260 & 2026-261	8610 105th St.	(10/29/2026) -	N	Building Permits	100-32003-	$ 237.25
							Plumbing Permits	100-32005-	$ 80.00
							Building Permit Surcharge - due to State	100-34130-	$ 1.00
							Building Permit Surcharge - due to State	100-34130-	$ 6.71

Fund Name: **All Funds**

Date Range: **10/01/2026 To 10/31/2026**

Date	Remitter	Receipt #	Description		Deposit ID	Void	Account Name	F-A-P	Total
									$ 324.96
10/29/2026	North Star Roofing	6574	2026-268 Ave.	7340 Lake Elmo	(10/29/2026) -	N	Building Permits	100-32003-	$ 999.25
							Building Permit Surcharge - due to State	100-34130-	$ 50.50
									$ 1,049.75
10/29/2026	Ryan & Kari Wassink	6575	2026-241 Ave. N	9540 Keswick	(10/29/2026) -	N	Building Permits	100-32003-	$ 543.25
							Plan Checking Fees	100-34104-	$ 353.01
							Building Permit Surcharge - due to State	100-34130-	$ 20.00
									$ 916.26
10/29/2026	Mary Donna Mogren	6576	11033 66th St N- assessment payoff		(10/29/2026) -	N	2026 Roadway Improvement Project - Assessment payments	100-31957-	$ 11,060.30
									$ 11,060.30
10/29/2026	Amber Farrier	6577	2026-267	9463 71st St N	(10/29/2026) -	N	Plumbing Permits	100-32005-	$ 80.00
							Building Permit Surcharge - due to State	100-34130-	$ 1.00
									$ 81.00
10/30/2026	Xcel Energy	6580	franchise fee		(10/30/2026) -	N	Franchise Tax/Utilities	100-31004-	$ 24,730.07
									$ 24,730.07
10/31/2026	Minnesota Dept. of Revenue	6578	ACH		(10/31/2026) -	N	Agricultural Market Value Credit	100-33426-	$ 2,191.16
									$ 2,191.16
10/31/2026	Washington County	6579	September fines - Washington County Trial Court		(10/31/2026) -	N	Fines/Fees State	100-34002-	$ 752.90
									$ 752.90
Total for Selected Receipts									**$ 338,377.04**

CITY OF GRANT
MINUTES

DATE	**: October 6, 2026**
TIME STARTED	**: 6:30 p.m.**
TIME ENDED	**: 7:31 p.m.**
MEMBERS PRESENT	**: Councilmembers Cornett, Rog (attending virtually), Cremona, Anderson and Mayor Giefer**
MEMBERS ABSENT	**: None**

Staff members present: City Engineer Veronica Kubicek and City Administrator/Clerk-Treasurer Lacey Smieja. Attending virtually: City Planner Jennifer Haskamp.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mayor Jeff Giefer proposed an amendment to the Regular Agenda, requesting that items 6A and 6D be switched in order so that the zoning ordinance amendment would be considered before the variance request.

Council Member Anderson moved to approve the agenda as amended. Council Member Cremona seconded the motion. Motion carried 5-0.

PUBLIC INPUT

Dave Johnson, 10065 Indigo Trail North, stated that the city's own pavement study identified 35 roads in need of immediate repair, and that Indigo Trail North was not among them. He emphasized that the street is a lightly traveled dead-end road with only 12 households, and that nine of those 12 households had submitted written letters of disapproval to the Mayor and Council. He urged the Council to remove Indigo Trail North from the improvement plan.

Dan Rogers, 10045 Indigo Trail North, noted that he and his wife have been residents for 40 years and that the street had been appraised in the pavement management plan as being in fair condition with monitor status. He argued that roughly three dozen other streets in Grant have been recommended for replacement ahead of Indigo Trail, and respectfully implored the Council to remove it from the 2027 project immediately.

Erin Jordahl, 9860 Indigo Trail North, echoed her neighbors' concerns and described the personal toll the process had taken on residents, noting she and her husband had cancelled an out-of-town conference to attend. She stated that residents believed the matter had been resolved the previous summer, and asked the Council to listen to the overwhelming majority of Indigo Trail residents and remove the street from the feasibility study that evening.

No members of the public participated online.

DRAFT

CONSENT AGENDA

A. September 2026 Bill List, $185,342.23 – *pg 1-3*
    a. County/City Cooperative Agreement #18281 CSAH 12 SRTS Trail, $67,853.19 (included in bill amount above), check #17141 – *pg 3a-d*
B. September 2026 Receipts, $19,303.82 – *pg 4-8*
C. September 1, 2026 City Council Work Session Minutes – *pg 9-10*
D. September 1, 2026 City Council Meeting Minutes – *pg 11-17*
E. Final Plat extension, Elliott's Crossing Phase II – Resolution 2026-29 – *pg 18-19*

Council Member Cornett moved to approve the consent agenda as presented. Council Member Cremona seconded the motion. Motion carried 5-0.

REGULAR AGENDA ***[reflects revised agenda order]***

A. CONTINUED: An Ordinance Amending the Grant Code of Ordinances Amending Section 30-7 Land with unapproved or lack of surveys or plats; Amending Section 32-59 and Adding Section 32-61 Variances; Amending Section 32-1 Definitions and Section 32-246 Table of Uses to add Data Center; Amending Section 32-246 (b) Additions and exception to the minimum area, height and other requirements Consideration of certain amendments to Chapter 32 Zoning related to existing lots of record, variance processes and procedures, and the Table of Uses in the City Code

Mayor Giefer introduced the item and invited City Planner Jennifer Haskamp to summarize Ordinance Amendment 2026-87. City Planner Haskamp noted the Council had held a thorough work session in August and a public hearing the previous month, and provided an overview of the three primary topics addressed by the ordinance.

Existing Lots of Record: The first topic addressed the treatment of undersized or non-conforming vacant lots—those that do not meet the current minimum lot size standard—which were platted or created prior to certain historical enactment dates. City Planner Haskamp clarified that these changes apply exclusively to vacant lots and do not affect lots with existing homes, which are governed separately under legally non-conforming status regulations.

Variance Language: The second topic updated the city's variance process language to comply with changes in state statute that had occurred over the previous decade but were never reflected in the city's ordinance. City Planner Haskamp also presented a newly proposed addition to the variance section: a provision stating that any approved variance not exercised through obtaining a building permit within 12 months of approval shall become null and void, unless the applicant requests a written extension and provides a reason for non-use. She described this as a practical tracking mechanism for the city.

Data Centers: The third topic added a formal definition of "data center" to Section 32-1 of the ordinance and amended the Table of Uses to explicitly prohibit data centers in all zoning districts, citing concerns about utility demands and the absence of appropriate land area or zoning to support such uses.

Mayor Giefer expressed support for the amendments, noting that the changes simplify the city's code by removing the contiguous lot requirement, clarify lots of record, align density calculations with the

DRAFT

Comprehensive Plan, retain the variance requirement for smaller one-acre lots, and specifically define data centers as prohibited uses across all zones.

i. **Ordinance 2026-87**

Motion to Approve Ordinance 2026-87, <u>as presented and amended to include the variance expiration provision</u>, by Council Member Cremona, seconded by Council Member Anderson. Roll Call vote: Approved 5-0.

- Cornett – Aye
- Rog – Aye
- Cremona – Aye
- Anderson – Aye
- Giefer – Aye

ii. **Resolution 2026-31**: A resolution providing for summary publication of Ordinance 2026-87

Motion by Council Member Cremona, seconded by Council Member Cornett, to approve Resolution 2026-31 providing for summary publication of Ordinance 2026-87. Motion carried 5-0.

B. CONSIDER: A Variance from the required minimum lot size and lot width, PID #2103021330009 – *City Planner Haskamp – pg 19-35*

Applicant withdrew Variance application due to previous agenda item rendering the request moot. No Council action taken.

C. CONTINUED: 2027 Roadway Improvements Feasibility Report – *City Engineer Kubicek pg 47-113*

City Engineer Veronica Kubicek presented the Draft Feasibility Study for the 2027 Roadway Improvement Project and reviewed the history, resident feedback, and financial considerations for each project area.

City Engineer Kubicek explained that McKusick Road North has historically been divided into two segments. The northern segment (Highway 96/Dellwood to 88th Street) was planned for a mill and overlay in 2027 per a development agreement tied to a former golf course development. The southern segment (88th Street to Manning/Highway 15) was slated for patching using the city's 2026 maintenance budget. Lofton Avenue North was added to the feasibility study due to its need for pavement rehabilitation and its proximity to McKusick, allowing for a unified improvement corridor and economies of scale. Indigo Trail North and Dellwood Road Court were added in response to separate resident inquiries.

McKusick Road / Lofton Avenue Neighborhood Meeting: A neighborhood meeting was held in December 2025 to discuss the petition-driven improvement option under Minnesota Statute 429. Residents expressed concern about meeting the petition threshold and about equitable funding. At a virtual meeting in September 2026, residents primarily inquired about funding sources, the developer contribution, and the assessment payment structure. City Engineer Kubicek noted follow-up email

DRAFT

correspondence with one resident who raised concerns about the street being used as a cut-through between county roads and questioned whether the developer contribution was sufficient. She shared that the developer's cost had been negotiated over several years and is drawn from a development agreement at 125% of the original amount. She also noted that traffic-calming options—such as realigning the McKusick/Dellwood intersection, saw-cutting the corner radius, adding stop signs at Lofton Avenue, or repainting lanes more narrowly—were discussed, but recommended a wait-and-see approach following construction.

Dellwood Road Court: City Engineer Kubicek reported that the virtual neighborhood meeting for Dellwood Road Court received generally positive feedback.

Indigo Trail North: City Engineer Kubicek summarized the history of the street's inclusion, noting that a resident had originally inquired about paving the street and that four property owners had signed a petition with two additional verbal confirmations. She noted that prior to the September virtual neighborhood meeting, nine of the 12 affected property owners had submitted notices of opposition to the Mayor and Council. She confirmed that residents at the meeting were informed the project had not yet been ordered and that further public comment would be received. Regarding a resident concern about tree damage from full-depth reclamation (FDR), City Engineer Kubicek indicated that the anticipated impact is low, as the FDR process goes only six inches deep, and there were no tree roots protruding through or found in road cores, with a substantial clear zone maintained between the road edge and tree growth.

Special Benefit Analysis: City Engineer Kubicek presented a special benefit analysis included in the updated report. Using 2026 tax records and a projected 3% market appreciation for 2027, staff calculated assessments as a percentage of estimated market value: McKusick/Lofton at 2.5%, Dellwood Road Court at 1.8%, and Indigo Trail at 2.4%. She concluded that the expected assessment-driven increase in property market value does not exceed the anticipated typical annual market growth, and that the analysis reflects a fair approximation of special benefit.

Financial Summary:

- McKusick Road North / Lofton Avenue North: Total project cost $592,000. City roadway fund contribution: $125,000; developer contribution: $150,000; per-unit assessment estimate: $13,653.
- Dellwood Road Court: Total project cost approximately $93,000. City contribution: 10%; per-unit assessment: approximately $28,000.
- Indigo Trail North: Total project cost approximately $283,000. City contribution: 10%; per-unit assessment: $20,762.

i. **Resolution 2026-32**: A Resolution receiving feasibility report for the 2027 Roadway Improvement Project – *pg 114*

Council Member Greg Anderson moved to approve Resolution 2026-32 accepting the feasibility report, noting that receipt of the report does not commit the city to construction but allows the project to proceed to the next statutory step. Council Member Cremona requested an amendment to the resolution so it will read: ***WHEREAS****, the City Council has reviewed the feasibility report and finds that the proposed improvements are feasible and in the best interests of the City* *with respect to McKusick, Lofton and Dellwood Rd Ct*

DRAFT

Motion by Council Member Anderson, seconded by Council Member Cremona to approve Resolution 2026-32 <u>as amended</u>. Approved 5-0.

ii. **Resolution 2026-33:** A Resolution ordering a Public Improvement Hearing for McKusick Avenue North and Lofton Avenue North as part of the 2027 Roadway Improvement project – *pg 115*

Council Member Anderson expressed support, noting his desire throughout the process to hear thoroughly from residents before proceeding, and that the public hearing in November would provide another opportunity for comment.

Motion by Council Member Anderson, seconded by Council Member Cremona to approve Resolution 2026-33. Approved 5-0.

iii. **Resolution 2026-34:** A Resolution ordering a Public Improvement Hearing for Dellwood Road Court North as part of the 2027 Roadway Improvement project – *pg 116*

Motion by Council Member Cornett, seconded by Council Member Rog to approve Resolution 2026-34. Approved 5-0.

iv. **Resolution 2026-35:** A Resolution ordering a Public Improvement Hearing for Indigo Trail North as part of the 2027 Roadway Improvement project – *pg 117*

Based on the substantial and consistent opposition expressed by Indigo Trail residents—including the public testimony received that evening, phone calls, and written correspondence—Mayor Giefer stated he was not in favor of approving the resolution. Council Member Anderson concurred, stating he had sought to understand where residents stood from the beginning and was not interested in moving Indigo Trail forward as part of the project. Council Members Cornett and Cremona agreed.

Motion by Council Member Cremona, seconded by Council Member Cornett to deny Resolution 2026-35. Approved 5-0.

<u>DISCUSSION ITEMS</u>

A. **Staff Updates**

City Administrator Smieja Lacey Smieja provided the following updates:

- Code Enforcement – Temporary Fence: A temporary fence installed near 75th Street and Lake Elmo Avenue was found to be in violation of city code and the property owner was issued a letter requiring removal within 30 days. The fence is associated with a movie set. A 15-day extension was granted, bringing the total permitted period to 45 days. The county had no concerns regarding the adjacent trail, and the fence was reinforced to City Code Enforcement Officer Jack's satisfaction.
- Financial Reporting: City Administrator Smieja reported she is finalizing a transition to a single unified financial reporting system. A complete quarterly financial report will be presented to the Council at the following month's meeting.

DRAFT

- Accessory Dwelling Units (ADU) – Resident Inquiry: A resident has expressed interest in presenting a concept plan for accessory dwelling units at a future meeting. City Administrator Smieja noted the Council most recently discussed the topic in 2021 and found no appetite for permitting ADUs at that time. She indicated the concept plan process would be non-binding and would help the resident determine whether to invest further effort in a formal text amendment request. Mayor Giefer indicated he wished to consider the matter further before making a decision. No action was taken.

Council Member Greg Anderson inquired about the approximate date the temporary fence would be fully removed. City Administrator Smieja estimated it would be within approximately one month, noting the exact date was unavailable. Brief informal discussion followed among Council members and City Administrator Smieja regarding community curiosity about the movie filming, including that much of the shooting takes place at night and that the Sheriff's Department is well aware of the situation.

B. City Council Reports/Future Agenda Items

Mayor Jeff Giefer reported that he has been participating in League of Minnesota Cities (LMC) Policy Co002mmittee meetings to represent Grant's interests. He noted that member cities voted on policy changes the previous month, which will be ratified by the LMC Board and used to guide lobbying efforts in the next legislative session. He indicated most of Grant's concerns are represented in the adopted policy statements, though he expressed limited confidence in achieving changes related to cannabis regulation, which he noted is a high concern for many cities.

Council Member Ben Cornett advised that he will be on vacation and unavailable for the November meeting.

City Administrator Lacey Smieja reminded the Council that the city office will be closed the Thursday and the following Tuesday over the MEA break, noting this had been posted on the city website for approximately one month.

ADJOURNMENT

Motion by Council Member Cornett, seconded by Council Member Cremona to adjourn at 7:31 p.m. Motion carried 5-0.

These minutes were considered and approved at the regular Council Meeting on November 10, 2026.

Lacey L. Smieja	Jeff Giefer
Administrator/Clerk-Treasurer	Mayor

DRAFT

CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2026-36

RESOLUTION MEMORIALIZING THE DIMENSIONAL VARIANCE APPROVED AS A MATTER OF LAW DURING *DANIEL EDWARD HILLUKKA V. CITY OF GRANT*

WHEREAS, in 2024, Daniel Edward Hillukka applied for a variance from the minimum lot size and dimensional standards (collectively "Variance") for the property generally located at XXX 89th Street North, PID 2103021220010 in the City of Grant, Minnesota; and

WHEREAS, the City Council denied the Variance at their April 6, 2025 City Council meeting; and

WHEREAS, Hillukka subsequently filed a lawsuit against the City for the Variance denial in Washington County Court, identified as Court File No. 82-CV-25-3834 ("Lawsuit"); and

WHEREAS, upon review of the file, Counsel for the City concluded that the City did not issue a timely response to Hillukka's application within the legally required timeframe per Minn. Stat. § 15.99. As a consequence, the Variance is deemed automatically approved by operation of law; and

WHEREAS, the Lawsuit was dismissed as moot; and

WHEREAS, the purpose of this Resolution is to memorialize the events surrounding the Variance approval and the specific minimum lot size and dimensional standards approved by the Variance, which are:

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	*43,560 SF*	*~25,530 SF*	*~18,030 SF*
Maximum Floor Ratio	*30%*	*29%*	-
Parking Surfaces or Structures of any type	*50%*	*7.8%*	-
Minimum Floor Area Per Dwelling	*1,000 SF*	*4,050 SF*	-

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

1. The specific minimum lot size and dimensional standards approved by the Variance submitted by Daniel Edward Hillukka in 2024 are:

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	*43,560 SF*	*~25,530 SF*	*~18,030 SF*
Maximum Floor Ratio	*30%*	*29%*	-
Parking Surfaces or Structures of any type	*50%*	*7.8%*	-
Minimum Floor Area Per Dwelling	*1,000 SF*	*4,050 SF*	-

Adopted by the Grant City Council this ___ day of November 2026.

_____

Jeff Giefer, Mayor

ATTEST

_____

Lacey Smieja, City Administrator

City of Grant **Interim Financial Report** **YTD AS OF 9/30/2026**

General Fund

	Budget	Actual	Variance
Receipts:			
General Property Taxes (31001 through 31299)	1,671,479.00	869,065.04	(802,413.96)
Franchise Tax/Cable	10,000.00	23,191.94	13,191.94
Cable Reimbursement	2,300.00	1,500.00	(800.00)
Franchise Tax/Utilities	95,760.00	73,846.97	(21,913.03)
MV Credit/Real Estate	0.00	0.00	0.00
Non Levy Mobile Home	0.00	0.00	0.00
General Fund Special Assessments	20,000.00	0.00	(20,000.00)
Keswick Avenue	0.00	744.23	744.23
65th Street	0.00	1,001.41	1,001.41
Knollwood Assessment Pay	0.00	8,288.76	8,288.76
2023 Road Project	0.00	52,567.49	52,567.49
2026 Roadway Improvement Project	0.00	40,867.45	40,867.45
Total Acct 319	**1,799,539.00**	**1,071,073.29**	**(728,465.71)**
Liquor License	13,000.00	0.00	(13,000.00)
Other/Permits/Fees	1,000.00	850.00	(150.00)
Building Permits	120,000.00	92,049.64	(27,950.36)
Heating Permits	10,000.00	7,294.00	(2,706.00)
Plumbing Permits	3,000.00	2,259.00	(741.00)
Admin Fee Variance	400.00	1,500.00	1,100.00
Admin Fee CUP	800.00	1,500.00	700.00
Admin Fee COC	250.00	1,200.00	950.00
Grading Permit	1,200.00	1,585.10	385.10
Admin Fee Subdivision	800.00	2,150.00	1,350.00
Utility/ROW Permits	200.00	1,800.00	1,600.00
Pre Application Meeting	800.00	2,000.00	1,200.00
Dust Control	0.00	12,996.77	12,996.77
Total Acct 320	**151,450.00**	**127,184.51**	**(24,265.49)**
Fiscal Disparity-City	44,357.00	0.00	(44,357.00)
Recycling Grant/County	8,000.00	8,030.00	30.00
Refunds and Reimbursements	0.00	1,174.50	1,174.50
Total Acct 330	**52,357.00**	**9,204.50**	**(43,152.50)**
Agricultural Market Value Credit	4,400.00	0.00	(4,400.00)
Small Cities Assistance	74,315.00	25,512.00	(48,803.00)
Total Acct 334	**78,715.00**	**25,512.00**	**(53,203.00)**
PEG Funding from Cable Commission	0.00	5,521.89	5,521.89
Total Acct 336	**0.00**	**5,521.89**	**5,521.89**
Assessment Searches	40.00	50.00	10.00
Fines/Fees State	10,000.00	6,814.60	(3,185.40)
Tower Lease Revenue	26,000.00	0.00	(26,000.00)
Interest Income	90,000.00	9,144.24	(80,855.76)
Miscellaneous Revenue	11,000.00	10,102.25	(897.75)
Total Acct 340	**137,040.00**	**26,111.09**	**(110,928.91)**
Plan Checking Fees	0.00	13,892.50	13,892.50
Building Permit Surcharge - due to State	0.00	1,615.84	1,615.84
Total Acct 341	**0.00**	**15,508.34**	**15,508.34**
Refunds and Reimbursements	1,000.00	560.34	(439.66)
Total Acct 360	**1,000.00**	**560.34**	**(439.66)**
Total Revenues	**2,220,101.00**	**1,280,675.96**	**(939,425.04)**

General Fund

	Budget	Actual	Variance

Other Financing Sources:			
Escrows	0.00	47,300.00	47,300.00
Total Acct 391	**0.00**	**47,300.00**	**47,300.00**
Sale of Investment	0.00	600,000.00	600,000.00
Total Acct 399	**0.00**	**600,000.00**	**600,000.00**
Total Other Financing Sources	**0.00**	**658,360.30**	**658,360.30**

	Budget	**Actual**	**Variance**
Disbursements:			
Mayor Salary	5,500.00	0.00	5,500.00
Mayor PERA	716.00	0.00	716.00
Mayor FICA/Medicare	422.00	0.00	422.00
Council Salaries	14,000.00	0.00	14,000.00
Council Meeting Per Diem	1,000.00	0.00	1,000.00
Council PERA	974.00	0.00	974.00
Council FICA/Medicare	1,137.00	0.00	1,137.00
Council Mileage	250.00	0.00	250.00
Total Acct 410	**23,999.00**	**0.00**	**23,999.00**
Clerk Salary	92,432.00	84,897.36	7,534.64
Clerk PERA	5,729.00	6,404.09	(675.09)
Clerk FICA/Medicare	7,108.00	10,785.06	(3,677.06)
Treasurer	9,000.00	0.00	9,000.00
Clerk Medicare	0.00	2,581.21	(2,581.21)
State withholding	0.00	8,406.74	(8,406.74)
Federal Withholding	0.00	19,090.33	(19,090.33)
Clerk PERA Withholding	0.00	5,550.21	(5,550.21)
Social Security Expens	0.00	9,714.80	(9,714.80)
Admin Def. Income Withholding	0.00	10,000.00	(10,000.00)
Clerk-Paid Medical Leave Premium	5,290.00	408.62	4,881.38
Clerk-Paid Medical Leave Withholding	0.00	315.62	(315.62)
Total Acct 411	**119,559.00**	**158,154.04**	**(38,595.04)**
Audit Fees	42,482.00	41,420.00	1,062.00
Accounting Services	0.00	0.00	0.00
Engineering Fees - General	25,000.00	44,458.28	(19,458.28)
Legal Fees - General	26,000.00	27,038.50	(1,038.50)
Legal Fees - Complaints/Code Enforcement	20,000.00	8,450.00	11,550.00
Legal Fees - Prosecution	31,828.00	24,512.75	7,315.25
Ordinance Codification	0.00	0.00	0.00
Property Assessor	32,000.00	21,600.00	10,400.00
City Planner	25,800.00	12,360.25	13,439.75
Cable Costs	5,000.00	1,100.44	3,899.56
Legal Fees - Litigation	0.00	3,335.39	(3,335.39)
Total Acct 412	**208,110.00**	**184,275.61**	**23,834.39**
Insurance	12,022.00	118.00	11,904.00
Election Expenses	26,500.00	3,030.00	23,470.00
LMC Dues	5,500.00	5,777.00	(277.00)
Workshops	1,000.00	933.06	66.94
Miscellaneous Expenses	200.00	1,571.46	(1,371.46)
City Newsletter	3,605.00	1,813.11	1,791.89
Publishing Costs	2,000.00	1,882.11	117.89
City Office Telephone	2,263.00	1,660.95	602.05
PO Box Rental	246.00	198.00	48.00
Web Site Costs	10,000.00	398.63	9,601.37
Office Supplies	4,000.00	2,324.52	1,675.48
Office Equipment	1,500.00	1,069.09	430.91
Bank Fees	130.00	0.00	130.00

Rental City Office	6,514.00	5,291.69	1,222.31
Equipment Repair	500.00	3,566.96	(3,066.96)
Postage	500.00	78.00	422.00
Total Acct 413	**76,480.00**	**29,712.58**	**46,767.42**
Investment Advisor Fee	5,280.00	0.00	5,280.00
Assessing	600.00	658.41	(58.41)
Total Acct 415	**5,880.00**	**658.41**	**5,221.59**
COVID Funds CARES	0.00	245,267.25	(245,267.25)
Total Acct 419	**0.00**	**245,267.25**	**(245,267.25)**
Police	196,309.00	99,072.96	97,236.04
Fire - Mahtomedi	184,214.00	147,550.50	36,663.50
Fire - Stillwater	213,194.00	106,597.00	106,597.00
Building Inspection	100,000.00	241,495.47	(141,495.47)
Building Permit Surcharge	8,000.00	7,418.05	581.95
Animal Control	300.00	0.00	300.00
Siren Warning System	1,000.00	875.00	125.00
Dry Hydrant	250.00	0.00	250.00
Total Acct 420	**703,267.00**	**603,008.98**	**100,258.02**
Town Hall Supplies	5,000.00	1,612.93	3,387.07
Town Hall Maintenance	5,000.00	676.08	4,323.92
Town Hall Electricity	3,000.00	1,916.13	1,083.87
Town Hall Mowing	100.00	0.00	100.00
Town Hall Porta Pot	1,867.00	1,415.00	452.00
Town Hall Property Taxes	6,000.00	5,996.00	4.00
Ball Field Maintenance	100.00	0.00	100.00
Well House Electricity	1,500.00	746.92	753.08
Recycling	96,210.00	72,730.13	23,479.87
Roads Supervisor	180,300.00	134,349.76	45,950.24
Roads Fuel Surcharge	15,000.00	7,500.00	7,500.00
Pole Barn Electricity	1,000.00	950.34	49.66
Total Acct 430	**315,077.00**	**227,893.29**	**87,183.71**
Grader Contractor	68,561.00	61,555.00	7,006.00
Road Engineering Fees	25,000.00	28,880.73	(3,880.73)
Road Legal Fees	0.00	0.00	0.00
Road Publishing Costs	0.00	0.00	0.00
Road Garbage Removal	6,500.00	6,299.37	200.63
Gravel Road Costs	60,770.00	59,727.50	1,042.50
Magnesium Choride	120,000.00	127,354.20	(7,354.20)
Road Shouldering	10,300.00	0.00	10,300.00
Pothole Repairs	128,000.00	80,128.20	47,871.80
Road Sign Replacement	2,000.00	42.00	1,958.00
Culvert Repair	25,750.00	8,014.32	17,735.68
Seal Coating/Crack Filling	80,000.00	66,110.00	13,890.00
Snow & Ice Removal	20,000.00	24,878.49	(4,878.49)
Road Brushing	40,000.00	37,628.75	2,371.25
Heavy Brushing (storm damage/tree trimming)	41,000.00	900.00	40,100.00
Road Expenses - Other	1,600.00	146.14	1,453.86
Street Lights	1,350.00	844.00	506.00
MS4	2,000.00	693.00	1,307.00
Gravel Reclaiming	3,000.00	0.00	3,000.00
Special Road Projects	35,171.00	38,199.65	(3,028.65)
County Road Projects	65,000.00	0.00	65,000.00
Ditch Repair	40,170.00	38,150.00	2,020.00
2026 Roadway Improvements	0.00	3,860.42	(3,860.42)
2027 Roadway Improvement Project	0.00	12,059.50	(12,059.50)
Total Acct 431	**776,172.00**	**595,471.27**	**180,700.73**
Total Disbursements	**2,228,544.00**	**2,044,441.43**	**(184,102.57)**

Other Financing Uses:			
Escrow	0.00	33,313.80	(33,313.80)
Total Acct 493	**0.00**	**33,313.80**	**(33,313.80)**
Total Other Financing Uses	**0.00**	**33,313.80**	**(33,313.80)**
Beginning Cash Balance		**424,716.16**	
Total Receipts and Other Financing Sources	PLUS	**1,927,975.96**	
Total Disbursements and Other Financing Uses	MINUS	**2,077,755.23**	
Cash Balance as of 09/30/2026		**274,936.89**	
Investment balance as of 09/30/2026		**1,089,227.07**	
Total Fund balance as of 09/30/2026		**1,364,163.96**	

DEBT SERVICE FUNDS

2020 G.O. Bonds - 2020A&B/Joliet/Woodland Acres Road Projects

		Budget	Actual	Variance
Receipts:				
	2020 Road Project	74,000.00	17,397.02	
	Joliet/Woodland Acres Road	0.00	17,798.47	
	Total Acct 319	**74,000.00**	**35,195.49**	**(38,804.51)**
	Total Revenues	**74,000.00**	**35,195.49**	**(38,804.51)**
Disbursements:				
	Bond Principal	73,000.00	73,000.00	0.00
	Total Acct 471	**73,000.00**	**73,000.00**	**0.00**
	Interest - Bonds	18,843.00	17,425.60	1,417.40
	Total Acct 472	**18,843.00**	**17,425.60**	**1,417.40**
	Total Disbursements	**91,843.00**	**90,425.60**	**1,417.40**

Beginning Cash Balance		**90,425.60**
Total Receipts and Other Financing Sources	PLUS	**35,195.49**
Total Disbursements and Other Financing	MINUS	**90,425.60**
Cash Balance as of 09/30/2026		**35,195.49**
Investment balance as of 09/30/2026		**350,938.40**
Total Fund balance as of 09/30/2026		**386,133.89**

2027 ROADWAY IMPROVEMENT PROJECT

City of Grant Minnesota

111 Wildwood Road

Willernie, MN 55090

FEASIBILITY REPORT

OCTOBER 6, 2026

Prepared by:

LHB, Inc.

701 Washington Avenue North

Suite 200

Minneapolis, MN 55401

LHB Project No. 260155

October 6, 2026

Honorable Mayor and City Council
City of Grant
111 Wildwood Road
PO Box 577
Willernie, MN 55090

FEASIBILITY REPORT

2027 ROADWAY IMPROVEMENT PROJECT

Transmitted herewith for your review is the feasibility report outlining the current project costs for the 2027 Roadway Improvement Project. This report addresses proposed improvements associated with a potential street improvement project.

Streets included in the proposed improvements are the following:

- McKusick Road North
- Lofton Avenue North
- Dellwood Road Court North
- Indigo Trail North

We are available at your convenience to discuss this report.

Please do not hesitate to contact me at 612.766.2881 if you have any questions regarding this report.

LHB, INC.

VERONICA KUBICEK, PE

Senior Civil Engineer

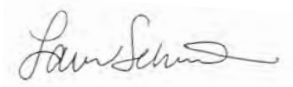
CERTIFICATION PAGE

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Minnesota.



Veronica Kubicek, PE License No. 57270 Date: October 6, 2026

Prepared By:



Lauren Schmidt, PE License No. 64724 Date: October 6, 2026

TABLE OF CONTENTS

TRANSMITTAL LETTER 2

CERTIFICATION PAGE 3

EXECUTIVE SUMMARY 6

INTRODUCTION 7

Authorization 7

Scope 7

EXISTING CONDITIONS 7

McKusick Road North 7

Roadway Condition 8

Lofton Avenue North 8

Roadway Condition 8

Dellwood Road Court North 9

Roadway Condition 9

Indigo Trail North 9

Roadway Condition 9

Forensic Investigation 10

PROPOSED IMPROVEMENTS 11

McKusick Road North 11

Surface 11

Roadway Alignment 11

Right-Of-Way 11

Lofton Avenue North 11

Dellwood Road Court North 11

Indigo Trail North 11

Surface 11

Roadway Alignment 12

Right-Of-Way 12

Drainage 12

Permits/Approvals 13

FINANCING 13

Opinion of Probable Cost 13

Funding 13
Preliminary Assessment Roll 14
Special Benefit and Assessment Methodology Analysis 15
PROJECT SCHEDULE 18
FEASIBILITY AND RECOMMENDATIONS 18
APPENDICES 19
APPENDIX A: MAPS i
APPENDIX B: PROJECT PHOTOS ii
APPENDIX C: OPINION OF PROBABLE COST xvi
APPENDIX D: ASSESSMENTS xvii
APPENDIX E: PAVEMENT CORING REPORT xviii

EXECUTIVE SUMMARY

This report evaluates the feasibility of proposed street improvements along the following roadway segments in the City of Grant, Minnesota:

- McKusick Road North
- Lofton Avenue North
- Dellwood Road Court North
- Indigo Trail North

The recommended improvements include mill and overlay as well as full-depth reclamation, based on geotechnical findings indicating structural pavement failure. The estimated cost is $968,015 and the project is considered feasible and recommended.

Improvements for McKusick Road North consist of milling and removing the top portion of pavement, followed by installation of a new bituminous surface. Improvements for Lofton Avenue North, Indigo Trail North, and Dellwood Road Court North consist of reclaiming and blending the existing roadway base, followed by installation of a new bituminous surface. Roadway culverts will be replaced where necessary. The total length of roadway included in the proposed project is approximately 11,103 lineal feet.

The estimated cost of improvements is $519,955 for McKusick Road North and $72,478 for Lofton Avenue North. The estimated cost of improvements is $92,996 for Dellwood Road Court North and $282,586 for Indigo Trail North. These estimates include a 10% construction contingency and 20% indirect costs to account for engineering, legal, administrative, and financing expenses.

Project funding is proposed from a combination of special assessments, contributions from the City of Grant's Street Maintenance Fund, and private development contributions. Based on the City's anticipated Capital Improvement Plan, $125,000 has been allocated for the McKusick Road North and Lofton Avenue North area. In addition, the City anticipates receiving a $150,000 contribution from the Stillwater Oaks development toward improvements associated with McKusick Road North. The remaining project costs are proposed to be recovered through special assessments in accordance with the City's Assessment Policy.

If ordered, construction is anticipated to begin in the summer of 2027. From an engineering standpoint, the project is feasible, necessary, and cost-effective, and may be implemented as proposed in this report.

INTRODUCTION

AUTHORIZATION

Pursuant to direction from the City Council, this Feasibility Report has been prepared to evaluate the proposed improvements to McKusick Road North, from Manning Avenue North (CSAH 15) to Dellwood Road North (CSAH 96) and to Lofton Avenue North, from McKusick Road North through the cul-de-sac. Upon amended direction, Indigo Trail North, from East of Ideal Avenue through the cul-de-sac and Dellwood Road Court North, from North of Dellwood Road North (CSAH 95) through cul-de-sac have been evaluated in preparation of this report.

The purpose of this report is to:

- Identify existing deficiencies
- Evaluate proposed improvements
- Provide preliminary cost estimates
- Determine project feasibility in accordance with Minnesota Statutes Chapter 429

SCOPE

This report investigates the feasibility of proposed street improvements and associated appurtenant work along:

- McKusick Road N, from Manning Avenue N (CSAH 15) to Dellwood Road N (CSAH 96)
- Lofton Avenue N, from McKusick Road N through the cul-de-sac
- Dellwood Road Court N, from Dellwood Road N (CSAH 96) through the cul-de-sac
- Indigo Trail N, from Ideal Ave N through the cul-de-sac

Project location maps are provided in Appendix A of this report.

EXISTING CONDITIONS

MCKUSICK ROAD NORTH

The project corridor is located in eastern Grant and extends approximately 1.1 miles, connecting key regional routes and serving both local and area traffic.

- Functional Classification: Local road (with area connector characteristics)
- Average Daily Traffic (ADT): Approximately 1,500 vehicles per day
- Regional Context: Connects to corridors carrying 12,000–15,000 vehicles per day

Although classified as a local roadway, the corridor functions as a former county roadway and continues to accommodate regional travel demands beyond its designation. As shown in the project location maps and exhibits, the corridor:

- Connects multiple communities (Grant, Stillwater, Dellwood)
- Provides access to regional amenities, including Brown’s Creek State Trail
- Serves residential, agricultural, and recreational land uses

Roadway Condition

The pavement along McKusick Road North is in poor to failing condition, characterized by:

- Overall Condition Index (OCI): 30–40
- Widespread distress including:
    - Longitudinal cracking
    - Alligator cracking
    - Edge failures
    - Potholing

The roadway consists of rural street sections with shallow swales or ditches adjacent to the roadway for stormwater conveyance. Key characteristics include:

- Existing pavement width: approximately 22-24 feet
- 2’ wide gravel shoulder

No public utilities are located within the existing 120’ – 170’ right-of-way. A Gopher State One Call (GSOC) investigation was initiated to identify the presence of private utilities within the project limits. Field markings observed prior to the topographic survey indicated the presence of electric, fiber, gas, and telephone facilities, generally located outside of the roadway section but within the public right-of-way.

According to City records, McKusick Road North was last paved in 1988. Field images in Appendix B clearly show advanced pavement deterioration and patch failure, indicating that continued maintenance is no longer cost-effective.

LOFTON AVENUE NORTH

The street connects to McKusick Road North and extends approximately 0.2 miles, inclusive of the cul-de-sac. Classified as a local roadway, this street not only provides access to residents, but also to a field, restaurant, and Brown’s Creek State Trail.

Roadway Condition

The pavement along Lofton Avenue North is in fair condition, characterized by:

- Transverse cracking
- Longitudinal cracking

The roadway consists of rural street sections with a combination of bituminous curb and shallow swales or ditches adjacent to the roadway for stormwater conveyance. Key characteristics include:

- Existing pavement width: approximately 22-24 feet
- Bituminous curb along both sides

No public utilities are located within the existing 66-foot right-of-way. A Gopher State One Call (GSOC) investigation was initiated to identify the presence of private utilities within the project limits. Field markings observed prior to the topographic survey indicated the presence of electric, fiber, gas, and telephone facilities, generally located outside of the roadway section but within the public right-of-way.

According to City records, Lofton Avenue North was last paved in 2002. This street is exhibiting significant distress, as illustrated with the photographic documentation provided in Appendix B.

DELLWOOD ROAD COURT NORTH

The street connects to Dellwood Rd (CSAH 96) and extends approximately 0.2 miles, inclusive of the cul-de-sac. Classified as a local roadway, this street provides access to residents.

Roadway Condition

The pavement along Dellwood Rd Ct is in fair condition, characterized by:

- Transverse cracking
- Longitudinal cracking
- Alligator cracking
- Minor Pothole repairs

The roadway consists of rural street sections with a combination of bituminous curb and shallow swales or ditches adjacent to the roadway for stormwater conveyance. Key characteristics include:

- Existing pavement width: approximately 22-24 feet
- Bituminous curb along both sides

No public utilities are located within the existing 66-foot right-of-way. A Gopher State One Call (GSOC) investigation was initiated to identify the presence of private utilities within the project limits. Field markings observed prior to the topographic survey indicated the presence of electric, fiber, gas, and telephone facilities, generally located outside of the roadway section but within the public right-of-way.

According to City records, Dellwood Road Court was last paved in 1994. This street is exhibiting significant distress, as illustrated with the photographic documentation provided in Appendix B.

INDIGO TRAIL NORTH

The street connects to the gravel road Ideal Avenue and extends approximately 0.6 miles, inclusive of the cul-de-sac. Classified as a local roadway, this street provides access to residents.

Roadway Condition

The pavement along Indigo Trail N is in fair condition, characterized by:

- Transverse cracking
- Longitudinal cracking
- Alligator cracking
- Major pothole repairs

The roadway consists of rural street sections with a combination of shallow swales or ditches adjacent to the roadway for stormwater conveyance. Key characteristics include:

- Existing pavement width: approximately 22-24 feet
- Stabilized grass along both sides of roadway

No public utilities are located within the existing 66-foot right-of-way. A Gopher State One Call (GSOC) investigation was initiated to identify the presence of private utilities within the project limits. Field markings observed prior to the topographic survey indicated the presence of electric, fiber, gas, and telephone facilities, generally located outside of the roadway section but within the public right-of-way.

According to City records, Indigo Trail North was last paved in 1986. This street is exhibiting significant distress, as illustrated with the photographic documentation provided in Appendix B.

FORENSIC INVESTIGATION

A pavement forensic investigation was completed within the project area (see Appendix E). Findings indicate that pavement thicknesses vary across the site and were found to range greatly, with the thickest pavement section being on McKusick Rd N.

A summary of the roadway cores can be found in Table 1 below.

Table 1. Pavement Thickness Summary

Street	Core	Bituminous Thickness (in)	Apparent Aggregate Base Thickness (in)	Core Condition
McKusick Road	C-1	18 1/2	NA*	Core broken into several pieces starting at depth of about 11 inches. Low severity stripping in top half of core, medium to severe stripping in bottom half of core.
	C-2	10	4	Core separated/broken at a depth of about 6 inches. Low to medium severity stripping throughout core.
	C-4	7 1/2	0	Low severity stripping throughout core.
Lofton Avenue	C-3	5	2	Core separated/broken at a depth of about 1 inch. Medium to severe stripping at break and in bottom of core.
	C-13	4	2 1/2	Low severity stripping throughout core.
Indigo Trail	C-5	3 1/2	6 1/2	Core separated/broken at a depth of about 1 1/2 inches. Severe stripping in bottom of core.
	C-6	3	7 3/4	Core separated/broken. Medium to severe stripping throughout core.
	C-7	3	5	Core separated/broken. Medium to severe stripping throughout core.
	C-8	4 1/2	9 1/2	Core separated/broken at a depth of about 1 inch. Medium to severe stripping at break and in bottom of core.
	C-9	2 1/2	11 1/2	Moderate stripping at bottom of core.
	C-10	2	8 1/2	Moderate stripping at top and bottom of core.
Dellwood Road Court	C-11	2 1/2	7 1/4	Core separated/broken, medium to severe stripping throughout core.
	C-12	3	9	Low to moderate stripping throughout out.

*Refusal was encountered at the bottom of the bituminous section.

Excerpt from Appendix E Pavement Evaluation Report page 2.

PROPOSED IMPROVEMENTS

MCKUSICK ROAD NORTH

Surface

McKusick Road North will be improved using a mill and overlay process. This method involves removing approximately 3 inches of the existing bituminous surface and replacing it with a new bituminous wear course to restore the roadway surface and improve ride quality.

Based on the existing pavement thickness, there is sufficient bituminous material to support this rehabilitation method. A new 3-inch bituminous wear course will be placed over the milled surface, resulting in a renewed pavement section that improves drivability and extends the service life of the roadway.

However, due to the underlying pavement condition, reflective cracking may occur over the following year or two, and routine maintenance such as crack sealing is anticipated to preserve performance.

The existing 2’ gravel shoulder will be restored with the project.

Roadway Alignment

The roadway will generally maintain its existing horizontal and vertical alignment. The proposed paved roadway width will match existing of approximately 22 to 24 feet.

Right-Of-Way

The proposed improvements along McKusick Road North will occur within the existing dedicated right-of-way. Acquisition of additional easements is not anticipated at this time.

LOFTON AVENUE NORTH

DELLWOOD ROAD COURT NORTH

INDIGO TRAIL NORTH

Surface

These streets (Lofton Ave, Dellwood Rd Ct N, Indigo Trl N) will be improved using a full-depth reclamation (FDR) process. This method involves pulverizing the existing bituminous pavement together with a predetermined depth of the underlying aggregate base and blending the materials to form a uniform, stabilized base for the new pavement section.

Based on existing conditions, reclamation is recommended to a depth of approximately 6 inches, which is expected to produce about 6 inches of reclaimed base material. A new 3-inch bituminous wear course will then be placed over the reclaimed base, resulting in a total pavement section of approximately 9 inches.

Minor portions of bituminous driveways (generally less than 5 feet in length) will be removed and replaced as necessary to provide a smooth transition to the proposed roadway pavement.

- Concrete driveways will have the panel adjacent to the street removed and replaced, as needed.
- Street culverts will be replaced with new high-density polyethylene (HDPE) pipe where site conditions warrant.
- Disturbed boulevard areas will be regraded and restored with seed and hydro-mulch.

Along Indigo Trail N, there was specific residential concern that the FDR may impact the tree root systems. The type of project scoped (FDR) generally causes substantially less soil disturbance than full reconstruction, and should not impact any trees based on the following:

- Existing gravel shoulder and mowed clear zone that provide tree and street section separation.
- Limited excavation depth (6”) along the street length.
- There are no tree roots protruding through the existing blacktop surface.
- No tree roots were found as part of the Geotechnical investigation.

No significant adverse impacts to wetlands, surface waters, wildlife habitat, or other natural resources are anticipated because the project would remain within the existing roadway corridor.

For Lofton Avenue N and Dellwood Road Court N: Bituminous curb will be removed and replaced for the entire length of the street.

Roadway Alignment

The roadway will generally maintain its existing horizontal and vertical alignment. The proposed paved roadway width will match existing of approximately 22 to 24 feet.

The existing cul-de-sacs will be maintained at the roadway’s terminus.

Right-Of-Way

The proposed improvements along these streets (Lofton Ave, Dellwood Rd Ct N, Indigo Trl N) will occur within the existing dedicated right-of-way. Acquisition of additional easements is not anticipated at this time.

DRAINAGE

No significant changes to drainage are anticipated along McKusick Road North as part of the proposed mill and overlay improvements. This rehabilitation method maintains the existing roadway profile and cross slopes, resulting in no meaningful improvement to current drainage conditions.

Surface drainage will continue to function as it does currently, conveying runoff to existing ditches and swales without modification.

Drainage patterns along Lofton Avenue North, Dellwood Road Court North, and Indigo Trail North will generally remain consistent with existing conditions. However, the roadway crown will be adjusted to provide positive cross slopes from the centerline, improving surface drainage toward adjacent bituminous curbs (if present) and swales.

Existing ditches and swales are expected to remain largely unchanged, with only minor grading adjustments as needed to maintain proper drainage.

PERMITS/APPROVALS

The following permits will be required as part of this Project:

- Washington County Highway 15 & 96 — Highway Right-of-Way Permit

FINANCING

OPINION OF PROBABLE COST

A detailed Opinion of Probable Cost for each roadway segment is provided in Appendix C of this report.

These estimates are based on projected 2027 construction costs and include:

- A 10% contingency allowance
- Indirect costs calculated at 20% of construction costs, which account for engineering, legal, financing, and administrative expenses

The table below provides a summary of project costs for each roadway segment:

Table 2. Project Cost Summary

PROJECT COSTS	McKusick Rd North	Lofton Avenue North	Dellwood Road Court North	Indigo Trail North
Construction Costs	$393,906	$54,908	$70,452	$214,080
10% Contingency	$39,391	$5,491	$7,045	$21,408
Total Construction Costs	$433,296	$60,399	$77,497	$235,488
Indirect Costs (20%)	$86,659	$12,080	$15,499	$47,098
Total Project Costs	**$519,955**	**$72,478**	**$92,996**	**$282,586**
			COMBINED TOTAL PROJECT COSTS:	**$ 968,015**

FUNDING

Project funding is proposed to be derived from a combination of special assessments, contributions from the City of Grant Street Maintenance Fund, and private development contributions.

Based on the City's anticipated Capital Improvement Plan (CIP), the following funds have been allocated:

- McKusick Road North & Lofton Avenue North: $125,000
- Dellwood Road Court North: $9,300
- Indigo Trail North: $28,259

In addition, the City anticipates receiving a $150,000 contribution from the Stillwater Oaks development toward improvements associated with McKusick Road North.

The remaining project costs are proposed to be recovered through special assessments, in accordance with the City's Assessment Policy. Dellwood Road Court North and Indigo Trail North would be included as Alternates in the bid package.

PRELIMINARY ASSESSMENT ROLL

The City of Grant has requested assessments be prepared in accordance with Minnesota Statutes Chapter 429 and the City of Grant's Special Assessment Policy.

The preliminary assessment roll reflects a balance between:

- Special benefit through direct property access
- Neighborhood or corridor-wide benefit
- Broader public benefit associated with roadway safety, operations, and structural rehabilitation

Assessments would be allocated as follows:

- Each buildable lot with either:
    - An address (or potential address) on the roadway to be improved
    - Direct driveway access to the roadway to be improved

  Would be assessed as one (1) full unit.

Buildable lots that abut the roadway but have their primary address or driveway access from another roadway would be assessed as one-quarter (¼) unit.

Multiple lots under the same ownership are further analyzed to account for use of the property and status of structures on the property to determine if each lot is assessed up to one (1) full unit.

This methodology is consistent with the City's adopted policy, recognizing that parcels receiving direct access benefit receive a greater level of benefit than parcels with only frontage adjacency.

The City's Assessment Policy also provides flexibility for alternate methodologies when appropriate. Specifically:

> "*When in the judgement of the City Council the Assessment Method does not fairly apportion the proposed assessments, the City Council may adopt an alternate method of assessment, including but not limited to front foot, buildable lot, a combination of front foot and buildable lot, or any other methodology which reasonably apportions the assessments.*"

The City Council has determined that an alternate method of assessment will need to be adopted, which includes properties that are included in a broader regional benefit approach for the McKusick Road North and Lofton Avenue North area.

Under this approach:

- Assessments include properties directly benefiting from roadway access.
- Additional consideration is given to nearby properties relying on the corridor for local circulation and access.

This methodology attempts to balance:

- Direct access special benefit to adjacent parcels
- Broader neighborhood benefit
- The overall circulation function of the roadway system

Table 3. Assessment Cost Summary

Description	McKusick Road & Lofton Avenue Assessment Cost	Dellwood Road Court North Assessment Cost	Indigo Trail North Assessment Cost
City Contribution	$125,000	$9,300	$28,259
Stillwater Oaks	$150,000		
Total Project Costs	$592,433	$92,997	$282,586
# of Buildable Units	23.25	3.00	13.25
Assessment Rate / Buildable Unit	$13,653	$27,899	$20,762

SPECIAL BENEFIT AND ASSESSMENT METHODOLOGY ANALYSIS

Minnesota law authorizes a city to levy a special assessment against property that receives a special benefit from a public improvement. A special assessment is valid only when three conditions are met: (1) the land must receive a special benefit from the improvement constructed, (2) the assessment must be uniform upon the same class of property, and (3) the assessment may not exceed the special benefit conferred.

A special benefit is the increase in the market value of the land that results from the improvement. Under Minnesota caselaw, it is measured as the difference between what a willing buyer would pay a willing seller for the property before the improvement and what a willing buyer would pay after the improvement is completed. The Minnesota Court of Appeals has established that road improvements confer a special benefit when they do more than generally enhance the surrounding area — for example, where reconstructing or widening a roadway improves access to and from the property or to connecting arterial routes. *EHW Props. v. City of Eagan*, 503 N.W.2d 135 (Minn. Ct. App. 1993).

The special benefit for each benefited parcel is determined by comparing the parcel's market value before the improvement to its market value after the improvement, based on the property's highest and best use. The governing standard does not require an exact or precise calculation. Minnesota courts hold that any method resulting in a fair approximation of the increase in market value for each benefited parcel may be used, and a method that on its face appears to be a fair approximation is presumed valid, with the burden resting on any objector to show otherwise.

Specifically for this Project, the City evaluated each Assessed Area as further discussed below.

McKusick Road North and Lofton Avenue North

The proposed units to be assessed on this street will be improved using a full-depth reclamation. The average market value of a home in this neighborhood is approximately $583,855 based on the current county tax assessor records. For 2027, the projected Estimated Market Value (EMV) averages $613,484 based on a conservative 3% growth factor.

The total cost of the project is $592,433.

The proposed street improvements are anticipated to provide special benefit to adjacent residential properties by improving access through enhancing pavement quality and ride comfort, improving drainage performance, increasing property marketability, and supporting the long-term preservation of property values. Based on the assessment as a percentage of the 2026 EMV, the average increase in market value of homes in this neighborhood is approximately 2.5%, equaling a new average market value of $598,498.

The proposed special assessment against each 1 unit for benefiting parcels is $13,653.

Because the proposed assessment of $13,653 reflects a fair approximation of the increase in market value that the improvement will confer on each benefited parcel, and does not exceed that increase, it is consistent with the measure of special benefit required by Minnesota law. *DeSutter v. Twp. of Helena*, 489 N.W.2d 236 (Minn. Ct. App. 1992).

Dellwood Road Court North

The proposed units to be assessed on this street will be improved using a full-depth reclamation. The average market value of a home in this neighborhood is approximately $1,621,200 based on the current county tax assessor records. For 2027, the projected Estimated Market Value (EMV) averages $1,669,836 based on a conservative 3% growth factor.

The total cost of the project is $92,997.

The proposed street reconstruction is expected to confer special benefits on abutting residential properties through improving access by improved pavement serviceability and rideability, enhanced stormwater drainage, increased desirability in the real estate market, and sustained property value over time. Based on the assessment as a percentage of the 2026 EMV, the average increase in market value of homes in this neighborhood is approximately 1.8%, equaling a new average market value of $1,650,179.

The proposed special assessment against each 1 unit for benefiting parcels is $27,899.

Because the proposed assessment of $27,899 reflects a fair approximation of the increase in market value that the improvement will confer on each benefited parcel, and does not exceed that increase and is well below the average projected annual growth factor, it is consistent with the measure of special benefit required by Minnesota law. *DeSutter v. Twp. of Helena*, 489 N.W.2d 236 (Minn. Ct. App. 1992).

Indigo Trail North

The proposed units to be assessed on this street will be improved using a full-depth reclamation. The average market value of a home in this neighborhood is approximately $898,208 based on the current county tax assessor records. For 2027, the projected Estimated Market Value (EMV) averages $925,155 based on a conservative 3% growth factor.

The total cost of the project is $282,586.

Abutting residential properties are expected to receive special benefit from the proposed improvements through improved access by improving roadway condition, more effective drainage, enhanced accessibility and market appeal, and protection of long-term property value. Based on the assessment as a percentage of the 2026 EMV, the average increase in market value of homes in this neighborhood is approximately 2.4%, equaling a new average market value of $919,500.

The proposed special assessment against each 1 unit for benefiting parcels is $20,762.

Because the proposed assessment of $20,762 reflects a fair approximation of the increase in market value that the improvement will confer on each benefited parcel, and does not exceed that increase and is well below the average projected annual growth factor, it is consistent with the measure of special benefit required by Minnesota law. *DeSutter v. Twp. of Helena*, 489 N.W.2d 236 (Minn. Ct. App. 1992).

Summary

A formal appraisal is not a legal prerequisite to determining a special benefit. Minnesota courts have expressly sustained a determination of increased market value where the public body did not offer a formal appraisal, relying instead on an informed opinion of the before-and-after value supported by market data. This flexibility reflects a long-settled principle: because approximation is the limit of endeavor in ascertaining property values, value may be established by direct or circumstantial evidence, and the rules governing proof of value are liberally construed.

PROJECT SCHEDULE

The potential schedule for the 2027 Roadway Improvement Project, following the City Assessment Policy is outlined below:

Council Orders Feasibility Report ..... March 3, 2026 & July 7, 2027

Neighborhood Meeting ..... Early September 9 & 10, 2026

Council Accepts Feasibility Report ..... October 6, 2026

Public Hearing/Order Project and Authorize Plans and Specs ..... November 10, 2026

Council Approves Plans / Orders Ad for Bid ..... February 2, 2027

Bid Opening ..... Late Feb / Early March, 2027

Declare Costs to be Assessed/ Set Public Hearing ..... April 6, 2027

Public Assessment Hearing / Adopt Assessment ..... May 4, 2027

Council Accept Bids/ Award Contract ..... May 4, 2027

Begin Construction ..... June, 2027

Substantial Construction Complete ..... August 31, 2027

Final Completion ..... September 15, 2027

FEASIBILITY AND RECOMMENDATIONS

Based on the analysis contained within this report, the proposed improvements to McKusick Road North, Lofton Avenue North, Dellwood Road Court North, and Indigo Trail North are considered both feasible and necessary from an engineering, operational, and financial standpoint.

Existing pavement conditions, supported by pavement coring and geotechnical evaluation, indicate that portions of the roadway system have experienced structural failure and are no longer suitable for continued routine maintenance alone. The recommended improvement methods—mill and overlay for McKusick Road North and full-depth reclamation (FDR) for Lofton Avenue North, Dellwood Road Court North, and Indigo Trail North—represent appropriate and cost-effective solutions based on existing pavement sections and roadway conditions.

The proposed improvements are expected to improve roadway safety, enhance drivability, restore structural performance, and increase long-term maintenance efficiency. These benefits will be achieved while maintaining the existing roadway character and drainage patterns.

Funding for the project is proposed through a combination of City roadway maintenance funds, development contributions, and special assessments, as determined by the City Council.

From an engineering perspective, implementation of the project as outlined in this report is recommended.

Final authorization of the project is contingent upon financial review and approval by the City of Grant.

APPENDICES

Appendix A Maps

Appendix B Project Photos

Appendix C Opinion of Probable Cost

Appendix D Assessments

Appendix E Pavement Coring Report

APPENDIX A: MAPS

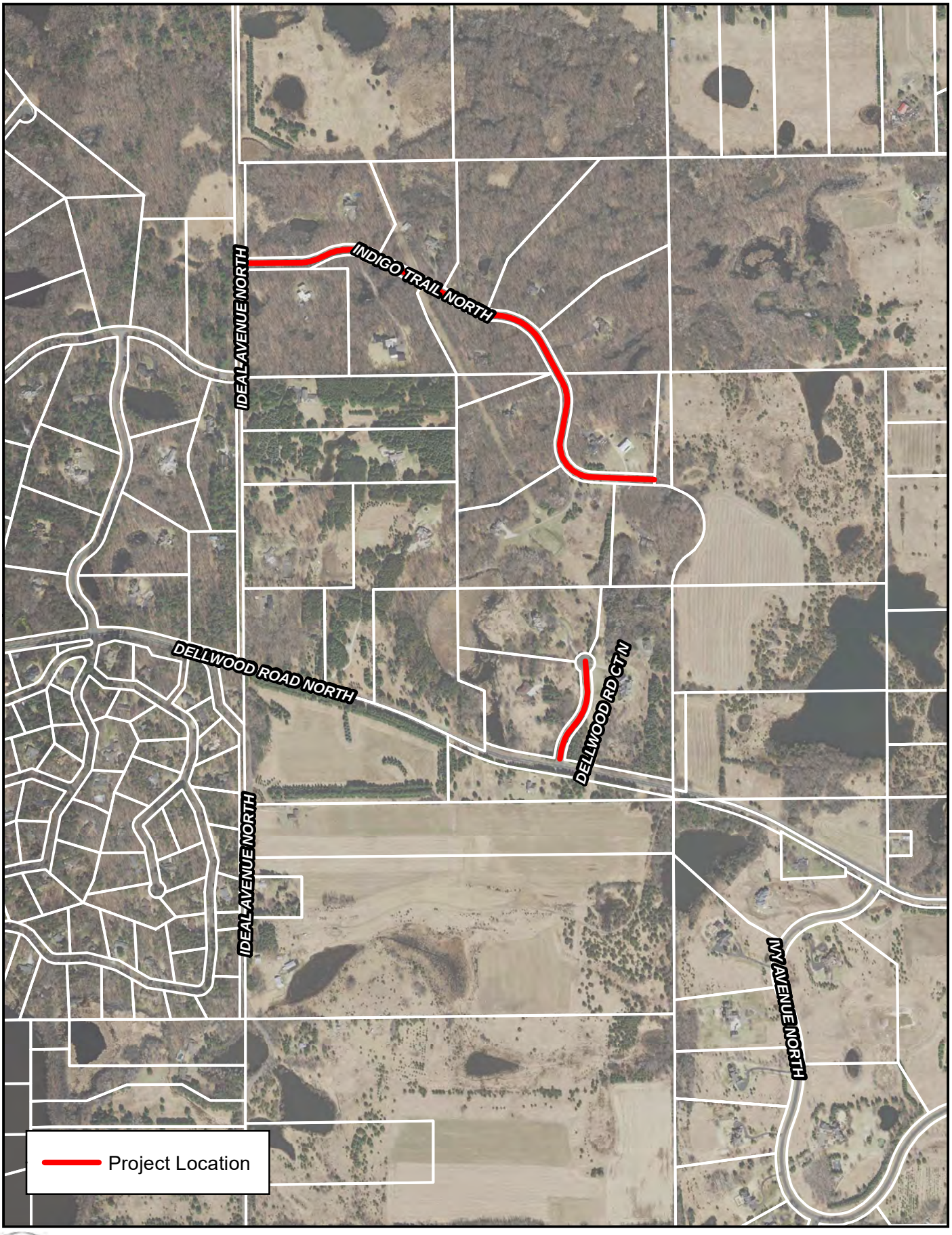


PROJECT LOCATION MAP
2027 Roadway Improvement Project
Grant, MN

0 400 800 Feet
1 inch = 800 feet

N

Document Path: M:\25Proj\250489\500 Drawings\Base\GIS\McKusick Rd N - Proj Location.mxd



PROJECT LOCATION MAP
2027 Roadway Improvement Project
Grant, MN

0 400 800 Feet
1 inch = 800 feet

N

45

PATH: M:\26Proj\260155\500 Drawings\Base\GIS\Project Location Map - Indigo Trail.mxd

APPENDIX B: PROJECT PHOTOS

MCKUSICK RD N & LOFTON AVE N – PHOTOS













MCKUSICK RD N & LOFTON AVE N – PHOTOS

















MCKUSICK RD N & LOFTON AVE N – PHOTOS

















MCKUSICK RD N & LOFTON AVE N – PHOTOS







DELLWOOD RD CT N – PHOTOS





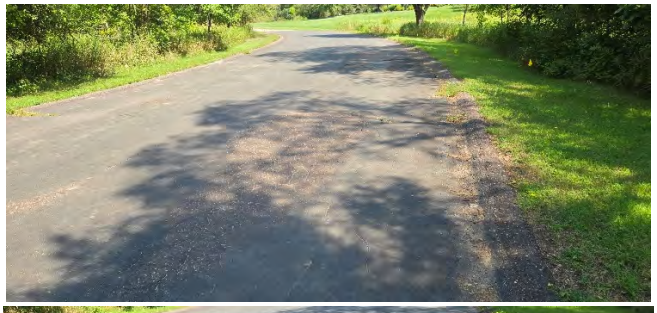
















DELLWOOD RD CT N – PHOTOS













DELLWOOD RD CT N – PHOTOS







INDIGO TRL N – PHOTOS












INDIGO TRL N – PHOTOS












INDIGO TRL N – PHOTOS












INDIGO TRL N – PHOTOS












INDIGO TRL N – PHOTOS

















INDIGO TRL N – PHOTOS









APPENDIX C: OPINION OF PROBABLE COST

Opinion of Probable Cost

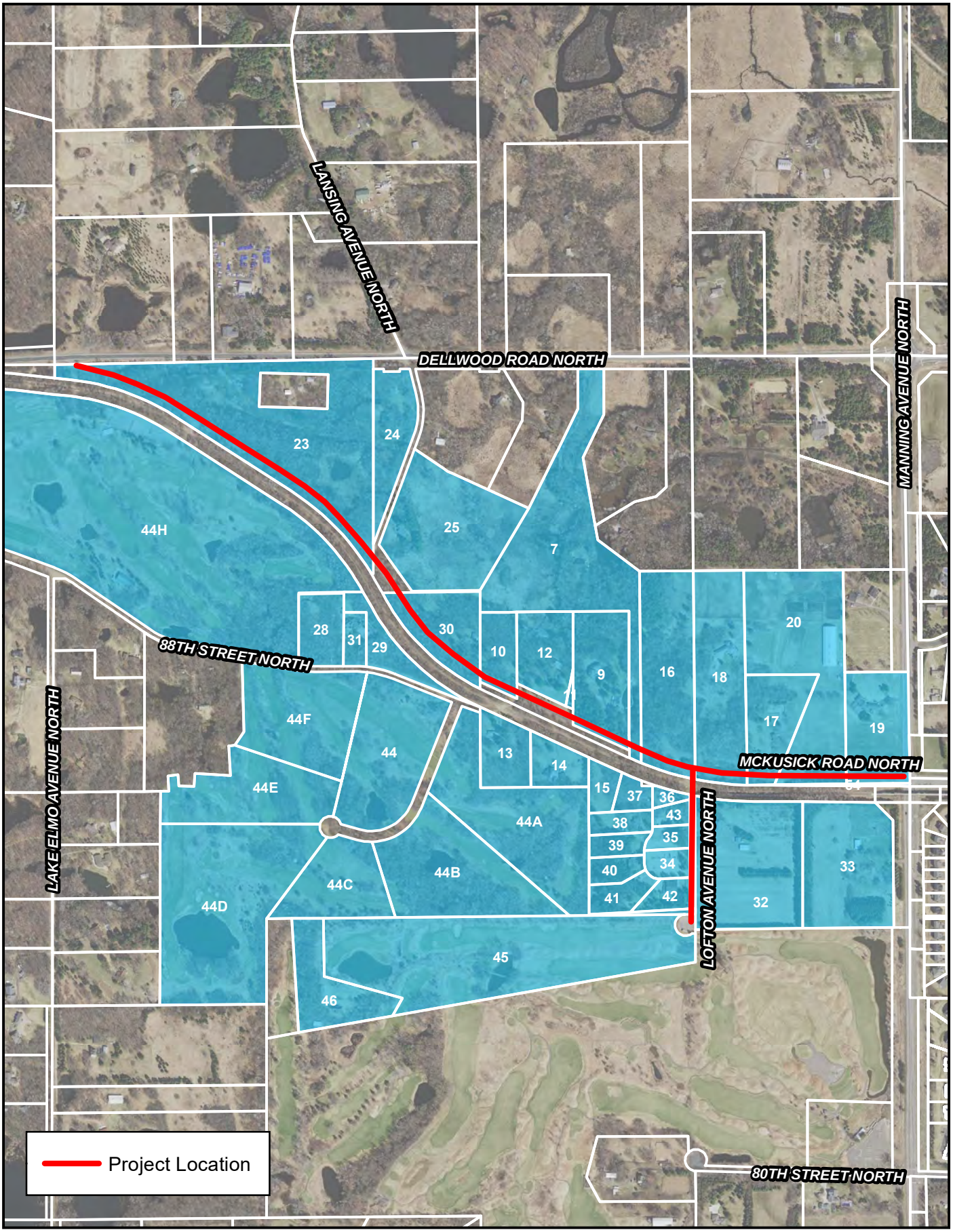
LHB Project	2027 Roadway Improvement Project	Designed By:	LS
Project Location	McKusick Road (Manning Avenue to Highway 96), Lofton Avenue, Dellwood Road Court & Indigo Trail	Checked By:	VK
City Project	2027 Roadway Improvement Feasiblity Report		
LHB Project No.	260155	Date:	8/24/2026 22:36

Item No.	MN/DOT Specification No.	Description	Unit	Estimated Total Quantity	Estimated Unit Cost	Estimated Total Cost
Schedule A: Pavement Rehabilitation: McKusick Road (Manning Hwy 15 to Dellwood Rd Hwy 96)						
1	2021.501	MOBILIZATION	LUMP SUM	1	$ 18,800.00	$ 18,800.00
2	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	200	$ 2.50	$ 500.00
3	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	20	$ 150.00	$ 3,000.00
4	2232.504	MILL BITUMINOUS SURFACE (3.0")	SQ YD	16128	$ 4.00	$ 64,512.00
5	2221.507	SHOULDER BASE AGGREGATE (CV) CLASS 2	CU YD	830	$ 50.00	$ 41,500.00
6	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	1613	$ 2.00	$ 3,226.00
7	2360.509	TYPE SP 12.5 WEARING COURSE MIX (2,B)	TON	2871	$ 80.00	$ 229,680.00
8	2563.601	TRAFFIC CONTROL	LUMP SUM	1	$ 7,000.00	$ 7,000.00
9	2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	1	$ 3,000.00	$ 3,000.00
10	2582.503	4" DBL SOLID LINE PAINT (WR)	LIN FT	6050	$ 1.25	$ 7,562.50
11	2582.503	4"SOLID LINE PAINT (WR)	LIN FT	12100	$ 1.25	$ 15,125.00
					Construction Total	$ 393,905.50
					Construction Contigency (10%)	$ 39,390.55
					Subtotal Construction Costs	$ 433,296.05
					Indirect Costs (20%)	$ 86,659.21
					Total Project Costs Schedule A	$ 519,955.26
Schedule B: Pavement Rehabilitation: Lofton Avenue						
1	2021.501	MOBILIZATION	LUMP SUM	1	$ 2,700.00	$ 2,700.00
2	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	50	$ 2.50	$ 125.00
3	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	5	$ 150.00	$ 750.00
4	2232.504	FULL DEPTH RECLAIM	SQ YD	2280	$ 4.00	$ 9,120.00
5	2221.507	SHOULDER BASE AGGREGATE (CV) CLASS 2	CU YD	20	$ 50.00	$ 1,000.00
6	2360.509	TYPE SP 12.5 WEARING COURSE MIX (2,B)	TON	410	$ 80.00	$ 32,800.00
7	2535.503	BITUMINOUS CURB	LIN FT	1283	$ 5.00	$ 6,412.50
8	2563.601	TRAFFIC CONTROL	LUMP SUM	1	$ 1,000.00	$ 1,000.00
9	2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	1	$ 1,000.00	$ 1,000.00
					Construction Total	$ 54,907.50
					Construction Contigency (10%)	$ 5,490.75
					Subtotal Construction Costs	$ 60,398.25
					Indirect Costs (20%)	$ 12,079.65
					Total Project Costs Schedule B	$ 72,477.90
Schedule C: Pavement Rehabilitation: Dellwood Road Court North						
1	2021.501	MOBILIZATION	LUMP SUM	1	$ 3,400.00	$ 3,400.00
2	2104.502	REMOVE CASTING	EA	2	$ 300.00	$ 600.00
3	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	75	$ 2.50	$ 187.50
4	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	5	$ 150.00	$ 750.00
5	2232.504	FULL DEPTH RECLAIM	SQ YD	2460	$ 4.00	$ 9,840.00
6	2360.509	TYPE SP 12.5 WEARING COURSE MIX (2,B)	TON	380	$ 80.00	$ 30,374.40
7	2506.502	CASTING ASSEMBLY	EA	2	$ 1,500.00	$ 3,000.00
8	2531.503	CONCRETE CURB & GUTTER DESIGN S524	LIN FT	100	$ 50.00	$ 5,000.00
9	2535.503	BITUMINOUS CURB	LIN FT	1840	$ 5.00	$ 9,200.00
10	2563.601	TRAFFIC CONTROL	LUMP SUM	1	$ 1,000.00	$ 1,000.00
11	2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	1	$ 1,000.00	$ 1,000.00
12	2574.507	COMMON TOPSOIL BORROW	CU YD	100	$ 55.00	$ 5,500.00
13	2575.505	SEEDING	ACRE	0.2	$ 3,000.00	$ 600.00
					Construction Total	$ 70,451.90
					Construction Contigency (10%)	$ 7,045.19
					Subtotal Construction Costs	$ 77,497.09
					Indirect Costs (20%)	$ 15,499.42
					Total Project Costs Schedule C	$ 92,996.51
Schedule D: Pavement Rehabilitation: Indigo Trail North						
1	2021.501	MOBILIZATION	LUMP SUM	1	$ 10,200.00	$ 10,200.00
2	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	30	$ 10.00	$ 300.00
3	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	300	$ 2.50	$ 750.00
4	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	20	$ 30.00	$ 600.00
5	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	15	$ 150.00	$ 2,250.00
6	2232.504	FULL DEPTH RECLAIM	SQ YD	9070	$ 4.00	$ 36,280.00
7	2360.509	TYPE SP 12.5 WEARING COURSE MIX (2,B)	TON	1620	$ 80.00	$ 129,600.00
8	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	20	$ 110.00	$ 2,200.00
9	2563.601	TRAFFIC CONTROL	LUMP SUM	1	$ 4,000.00	$ 4,000.00
10	2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	1	$ 3,000.00	$ 3,000.00
11	2574.507	COMMON TOPSOIL BORROW	CU YD	420	$ 55.00	$ 23,100.00
12	2575.505	SEEDING	ACRE	0.6	$ 3,000.00	$ 1,800.00
					Construction Total	$ 214,080.00
					Construction Contigency (10%)	$ 21,408.00
					Subtotal Construction Costs	$ 235,488.00
					Indirect Costs (20%)	$ 47,097.60
					Total Project Costs Schedule D	$ 282,585.60
					Grand Total Project Costs (Schedule A + B + C + D)	**$ 968,015.27**

Project Funding

Item No.	Funding Source	Amount
AB1	Stillwater Oaks Development (Schedule A Total Project Costs)	$ 150,000.00
AB2	City of Grant	$ 125,000.00
AB3	Special Assessment McKusick & Lofton	$ 317,433.16
C1	City of Grant	$ 9,299.65
C2	Special Assessment Dellwood Rd Ct	$ 83,696.86
D1	City of Grant	$ 28,258.56
D2	Special Assessment Indigo Trl N	$ 254,327.04
	Total Project Funding	$ 968,015.27

APPENDIX D: ASSESSMENTS



CITY OF GRANT — A Home In The Country

LHB

ASSESSMENT MAP
2027 Roadway Improvement Project
Grant, MN

0 400 800 Feet
1 inch = 800 feet

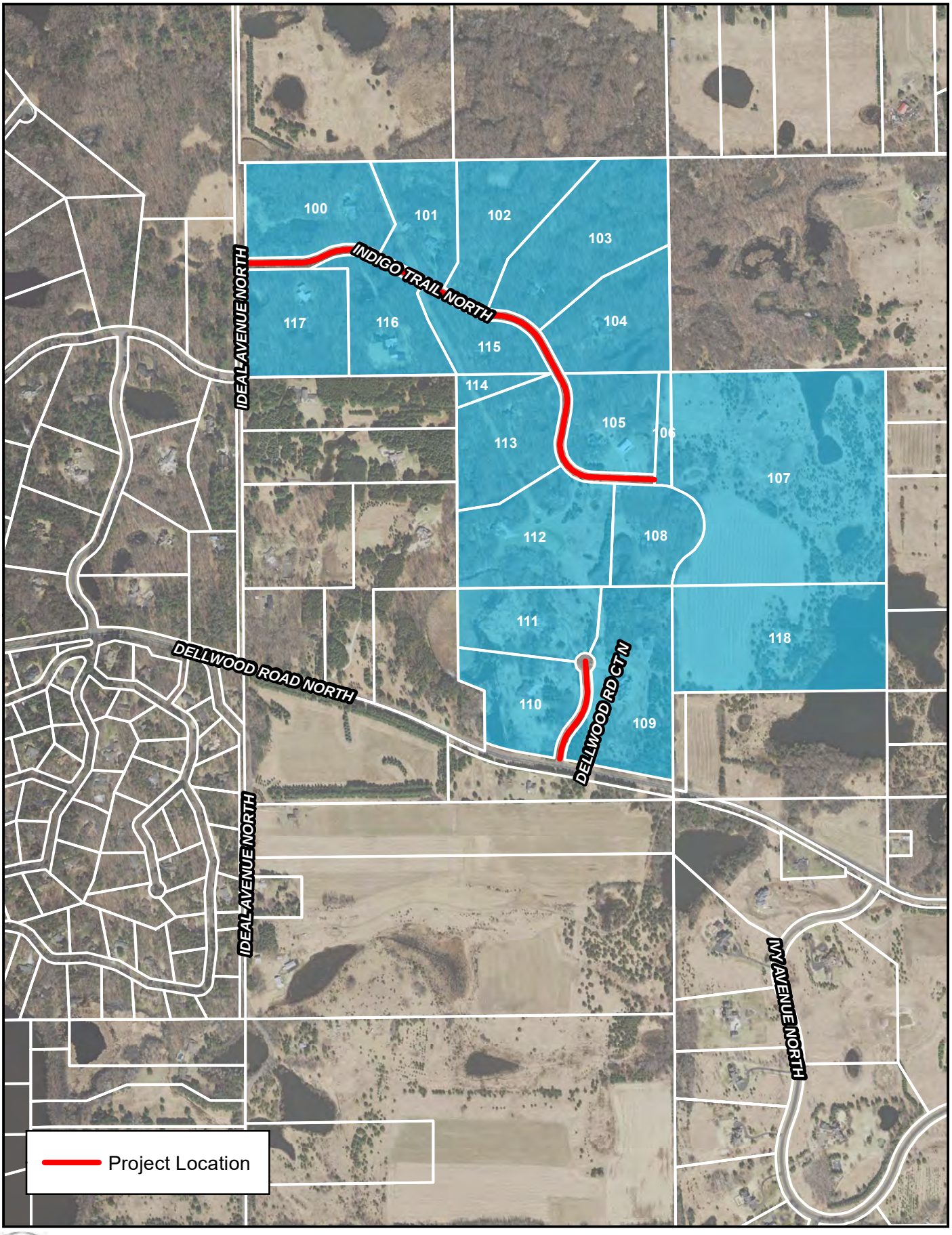
N

63

PATH: M:\26Proj\260155\500 Drawings\Base\GIS\Assessment Map - Alt 3.mxd

CITY OF GRANT
2027 STREET IMPROVEMENT PROJECT - MCKUSICK RD N & LOFTON AVE N
PRELIMINARY ASSESSMENT ROLL

No. of Parcels	MAP ID	PARCEL ID	OWNER NAME	OWNER ADDRESS	OWNER ADDRESS CITY	TAX NAME	TAX ADDRESS	TAX ADDRESS CITY	BUILDABLE UNIT ASSESSMENT	BUILDABLE UNIT	PROPOSED TOTAL ASSESSMENT
1	7	2403021120003	BLINKHORN TONY	11669 DELLWOOD RD N	STILLWATER MN 55082	BLINKHORN TONY	11669 DELLWOOD RD N	STILLWATER MN 55082	$13,653.04	0.25	$3,413.26
2	9	2403021130001	MANDA VENKATESH R & DENISE R	11644 MCKUSICK RD N	STILLWATER MN 55082	MANDA VENKATESH R & DENISE R	11644 MCKUSICK RD N	STILLWATER MN 55082	$13,653.04	1	$13,653.04
3	10	2403021130002	WEISS JOHN J & CAROL A	11520 MCKUSICK RD N	STILLWATER MN 55082	WEISS JOHN J & CAROL A	11520 MCKUSICK RD N	STILLWATER MN 55082	$13,653.04	1	$13,653.04
4	11	2403021130003	MANDA VENKATESH R & DENISE R	11644 MCKUSICK RD N	STILLWATER MN 55082	MANDA VENKATESH R & DENISE R	11644 MCKUSICK RD N	STILLWATER MN 55082	$13,653.04	0	$0.00
5	12	2403021130004	LUND THOMAS & LINDA	11540 MCKUSICK RD N	STILLWATER MN 55082	LUND THOMAS & LINDA	11540 MCKUSICK RD N	STILLWATER MN 55082	$13,653.04	1	$13,653.04
6	13	2403021130005	WOJTOWICZ JOHN N & JANET G	11521 88TH ST N	STILLWATER MN 55082	WOJTOWICZ JOHN N & JANET G	11521 88TH ST N	STILLWATER MN 55082	$13,653.04	1	$13,653.04
7	14	2403021130006	MCMANIMON RYAN & KELLY	11591 MCKUSICK RD N	STILLWATER MN 55082	MCMANIMON RYAN & KELLY	11591 MCKUSICK RD N	STILLWATER MN 55082	$13,653.04	1	$13,653.04
8	15	2403021130007	RICE JOHN L	8496 LOFTON AVE N	STILLWATER MN 55082	RICE JOHN L	8496 LOFTON AVE N	STILLWATER MN 55082	$13,653.04	0	$0.00
9	16	2403021130008	GOOD PROGRAM SJK LLLP	9450 MENDEL RD N	STILLWATER MN 55082	GOOD PROGRAM SJK LLLP	11730 MCKUSICK RD N	STILLWATER MN 55082	$13,653.04	1	$13,653.04
10	17	2403021140001	TURSSO KEITH J & ANGELA J	11840 MCKUSICK RD N	STILLWATER MN 55082	TURSSO KEITH J & ANGELA J	11840 MCKUSICK RD N	STILLWATER MN 55082	$13,653.04	1	$13,653.04
11	18	2403021140004	SMITH SCOTT K	11770 MCKUSICK RD N	STILLWATER MN 55082	SMITH SCOTT K	11770 MCKUSICK RD N	STILLWATER MN 55082	$13,653.04	1	$13,653.04
12	19	2403021140005	STEWART ROBERT L & MARY A	8614 MANNING AVE N	STILLWATER MN 55082	STEWART ROBERT L & MARY A	8614 MANNING AVE N	STILLWATER MN 55082	$13,653.04	0.25	$3,413.26
13	20	2403021140006	SMITH SCOTT K	11770 MCKUSICK RD N	STILLWATER MN 55082	SMITH SCOTT K	11770 MCKUSICK RD N	STILLWATER MN 55082	$13,653.04	1	$13,653.04
14	23	2403021210002	MCCARRON WILLIAM J & ANN M THOMPSON	11201 DELLWOOD RD N	STILLWATER MN 55082	MCCARRON WILLIAM J & ANN M THOMPSON	11201 DELLWOOD RD N	STILLWATER MN 55082	$13,653.04	0.25	$3,413.26
15	24	2403021210005	BEER THOMAS A	8930 LANSING AVE N	STILLWATER MN 55082	BEER THOMAS A	8930 LANSING AVE N	STILLWATER MN 55082	$13,653.04	0.25	$3,413.26
16	25	2403021210006	HARVEY JT REV TRS	8845 LANSING AVE N	STILLWATER MN 55082	HARVEY JT REV TRS	8845 LANSING AVE N	STILLWATER MN 55082	$13,653.04	0.25	$3,413.26
17	28	2403021240002	JANTZEN ISABELLA & JORDAN	11360 88TH ST N	STILLWATER MN 55082	JANTZEN ISABELLA & JORDAN	11360 88TH ST N	STILLWATER MN 55082	$13,653.04	0.25	$3,413.26
18	29	2403021240003	ARKELL JANICE G TRS	11392 88TH ST N	STILLWATER MN 55082	ARKELL JANICE G TRS	11392 88TH ST N	STILLWATER MN 55082	$13,653.04	0	$0.00
19	30	2403021240004	VACK GREGORY J & ZOE A	11492 MCKUSICK RD N	STILLWATER MN 55082	VACK GREGORY J & ZOE A	11492 MCKUSICK RD N	STILLWATER MN 55082	$13,653.04	1	$13,653.04
20	31	2403021240005	ARKELL JANICE G TRS	11392 88TH ST N	STILLWATER MN 55082	ARKELL JANICE G TRS	11392 88TH ST N	STILLWATER MN 55082	$13,653.04	0.25	$3,413.26
21	32	2403021410001	SCHWARTZ THOMAS R & SANDRA K F	1047 ROMA AVE	ROSEVILLE MN 55113	SCHWARTZ THOMAS R & SANDRA K F	8485 LOFTON AVE N	STILLWATER MN 55082	$13,653.04	1	$13,653.04
22	33	2403021410006	HURLEY TIMOTHY & STEPHANIE	8400 MANNING AVE N	STILLWATER MN 55082	HURLEY TIMOTHY & STEPHANIE	8400 MANNING AVE N	STILLWATER MN 55082	$13,653.04	0.25	$3,413.26
23	34	2403021420001	SCHONE'S INC	8390 LOFTON AVE N	STILLWATER MN 55082	SCHONE'S INC	8390 LOFTON AVE N	STILLWATER MN 55082	$13,653.04	1	$13,653.04
24	35	2403021420002	KIMBERLY MARGARET QUADE TRUST	8470 LOFTON AVE	STILLWATER MN 55082	KIMBERLY MARGARET QUADE TRUST	8470 LOFTON AVE	STILLWATER MN 55082	$13,653.04	1	$13,653.04
25	36	2403021420004	RICE JOHN L	8496 LOFTON AVE N	STILLWATER MN 55082	RICE JOHN L	8496 LOFTON AVE N	STILLWATER MN 55082	$13,653.04	1	$13,653.04
26	37	2403021420006	RICE JOHN L	8496 LOFTON AVE N	STILLWATER MN 55082	RICE JOHN L	8496 LOFTON AVE N	STILLWATER MN 55082	$13,653.04	0.25	$3,413.26
27	38	2403021420007	CAROL A RYDEL TRS	8460 LOFTON AVE N	STILLWATER MN 55082	CAROL A RYDEL TRS	8460 LOFTON AVE N	STILLWATER MN 55082	$13,653.04	1	$13,653.04
28	39	2403021420008	RYDEL CAROL A	8460 LOFTON AVE N	STILLWATER MN 55082	RYDEL CAROL A	8460 LOFTON AVE N	STILLWATER MN 55082	$13,653.04	0	$0.00
29	40	2403021420009	ZIMNEY ROBERT JAMES	8450 LOFTON AVE N	STILLWATER MN 55082	ZIMNEY ROBERT JAMES	8450 LOFTON AVE N	STILLWATER MN 55082	$13,653.04	1	$13,653.04
30	41	2403021420010	SCHONE'S INC	8390 LOFTON AVE N	STILLWATER MN 55082	SCHONE'S INC	8390 LOFTON AVE N	STILLWATER MN 55082	$13,653.04	1	$13,653.04
31	42	2403021420011	SCHONE'S INC	8390 LOFTON AVE N	STILLWATER MN 55082	SCHONE'S INC	8390 LOFTON AVE N	STILLWATER MN 55082	$13,653.04	1	$13,653.04
32	43	2403021420013	QUADE DANIEL L TRS & KIMBERLY M QUADE TRS	8470 LOFTON AVE	STILLWATER MN 55082	QUADE DANIEL L TRS & KIMBERLY M QUADE TR	8470 LOFTON AVE	STILLWATER MN 55082	$13,653.04	1	$13,653.04
33	44A	2403021420014	FAIRWAY ESTATES OF GRANT LLC	PO BOX 302	EXCELSIOR MN 55331	FAIRWAY ESTATES OF GRANT LLC			$13,653.04	0	$0.00
34	44B	2403021310005	FAIRWAY ESTATES OF GRANT LLC	PO BOX 302	EXCELSIOR MN 55331	FAIRWAY ESTATES OF GRANT LLC			$13,653.04	0	$0.00
35	44C	2403021310004	FAIRWAY ESTATES OF GRANT LLC	PO BOX 302	EXCELSIOR MN 55331	FAIRWAY ESTATES OF GRANT LLC			$13,653.04	0	$0.00
36	44D	2403021320008	FAIRWAY ESTATES OF GRANT LLC	PO BOX 302	EXCELSIOR MN 55331	FAIRWAY ESTATES OF GRANT LLC			$13,653.04	0	$0.00
37	44E	2403021320007	FAIRWAY ESTATES OF GRANT LLC	PO BOX 302	EXCELSIOR MN 55331	FAIRWAY ESTATES OF GRANT LLC			$13,653.04	0	$0.00
38	44F	2403021240007	FAIRWAY ESTATES OF GRANT LLC	PO BOX 302	EXCELSIOR MN 55331	FAIRWAY ESTATES OF GRANT LLC			$13,653.04	0	$0.00
39	44	2403021240006	FAIRWAY ESTATES OF GRANT LLC	PO BOX 302	EXCELSIOR MN 55331	FAIRWAY ESTATES OF GRANT LLC			$13,653.04	0	$0.00
40	44H	2403021220007	FAIRWAY ESTATES OF GRANT LLC	PO BOX 302	EXCELSIOR MN 55331	FAIRWAY ESTATES OF GRANT LLC			$13,653.04	0	$0.00
41	45	2403021420012	RAMS TRAIL LLC	PO BOX 470	STILLWATER MN 55082	RAMS TRAIL LLC			$13,653.04	1	$13,653.04
42	46	2403021310003	BRIAN D MCCOMAS REV TRS	2663 MIDVALE PLACE	MAPLEWOOD MN 55119	BRIAN D MCCOMAS REV TRS	8350 LOFTON AVE	STILLWATER MN 55082	$13,653.04	1	$13,653.04
									Totals	23.25	$317,433.16



ASSESSMENT MAP
2027 Roadway Improvement Project
Grant, MN

0 400 800 Feet
1 inch = 800 feet

N

65

PATH: M:\26Proj\260155\500 Drawings\Base\GIS\Assessment Map - Indigo Trail.mxd

CITY OF GRANT
2027 STREET IMPROVEMENT PROJECT - DELLWOOD ROAD CT N
PRELIMINARY ASSESSMENT ROLL

No. of Parcels	MAP ID	PARCEL ID	OWNER NAME	OWNER ADDRESS	OWNER ADDRESS CITY	TAX NAME	TAX ADDRESS	TAX ADDRESS CITY	BUILDABLE UNIT ASSESSMENT	BUILDABLE UNIT	PROPOSED TOTAL ASSESSMENT
1	109	1603021240005	SEVENICH ROBERT J & CLAREMARIE	8400 DELLWOOD ROAD CT N	MAHTOMEDI MN 55115	SEVENICH ROBERT J & CLAREMARIE	8400 DELLWOOD ROAD CT N	MAHTOMEDI MN 55115	$27,898.95	1	$27,898.95
2	110	1603021240007	PERERA UDAYANTHI	8320 DELWOOD ROAD CT N	WHITE BEAR LAKE MN 55110	PERERA UDAYANTHI	8320 DELWOOD ROAD CT N	WHITE BEAR LAKE MN 55110	$27,898.95	1	$27,898.95
3	111	1603021240006	DAMON FRANK D & BONITA J	8380 DELLWOOD RD CT N	MAHTOMEDI MN 55115	DAMON FRANK D & BONITA J	8380 DELLWOOD RD CT N	ST PAUL MN 55115	$27,898.95	1	$27,898.95
									Totals	3	$83,696.86

CITY OF GRANT
2027 STREET IMPROVEMENT PROJECT - INDIGO TRAIL N
PRELIMINARY ASSESSMENT ROLL

No. of Parcels	MAP ID	PARCEL ID	OWNER NAME	OWNER ADDRESS	OWNER ADDRESS CITY	TAX NAME	TAX ADDRESS	TAX ADDRESS CITY	BUILDABLE UNIT ASSESSMENT	BUILDABLE UNIT	PROPOSED TOTAL ASSESSMENT
1	100	0903021330002	LINDAHL MICHAEL D & AMY M	10095 INDIGO TRL N	SAINT PAUL MN 55115	LINDAHL MICHAEL D & AMY M	10095 INDIGO TRL N	SAINT PAUL MN 55115	$20,761.39	1	$20,761.39
2	101	0903021330003	JOHNSON DAVID H	10065 INDIGO TRL N	MAHTOMEDI MN 55115	JOHNSON DAVID H	10065 INDIGO TRL N	SAINT PAUL MN 55115	$20,761.39	1	$20,761.39
3	102	0903021340001	ROGERS DANIEL J & TERESA C	10045 INDIGO TRL N	WHITE BEAR LAKE MN 55110	ROGERS DANIEL J & TERESA C	10045 INDIGO TRL N	WHITE BEAR LAKE MN 55110	$20,761.39	1	$20,761.39
4	103	0903021340002	LEVENTHAL THOMAS M & KATIE J LORENTZ	10025 INDIGO TRL N	WHITE BEAR LAKE MN 55110	LEVENTHAL THOMAS M & KATIE J LORENTZ	10025 INDIGO TRL N	WHITE BEAR LAKE MN 55110	$20,761.39	1	$20,761.39
5	104	0903021340003	SEIDL THOMAS M & MARIA G	10005 INDIGO TRL N	MAHTOMEDI MN 55115	SEIDL THOMAS M & MARIA G	10005 INDIGO TRL N	MAHTOMEDI MN 55115	$20,761.39	1	$20,761.39
6	105	1603021210006	JOLIE RENEE KNEEN REV LIV TRS	9901 INDIGO TRL N	MAHTOMEDI MN 55115	JOLIE RENEE KNEEN REV LIV TRS	9901 INDIGO TRL N	SAINT PAUL MN 55115	$20,761.39	1	$20,761.39
7	106	1603021210001	RONALD D STORER LIVING TRS	18111 STRATFORD CIR	VILLA PARK CA 92861	RONALD D STORER LIVING TRS			$20,761.39	0	$0.00
8	107	1603021120001	RONALD D STORER LIVING TRS	18111 STRATFORD CIR	VILLA PARK CA 92861	RONALD D STORER LIVING TRS			$20,761.39	1	$20,761.39
9	108	1603021210005	CONNOLLY GEORGE & ERIN K JORDAHL	9860 INDIGO TRL	ST PAUL MN 55115	CONNOLLY GEORGE & ERIN K JORDAHL	9860 INDIGO TRL	ST PAUL MN 55115	$20,761.39	1	$20,761.39
10	112	1603021210004	STEPHENS CHRISTOPHER S & ASHLEE J	9888 INDIGO TRL N	WHITE BEAR LAKE MN 55110	STEPHENS CHRISTOPHER S & ASHLEE J	9888 INDIGO TRL N	WHITE BEAR LAKE MN 55110	$20,761.39	1	$20,761.39
11	113	1603021210003	DEHN ANTHONY & KETTAVANH	9950 INDIGO TRL N	MAHOTMEDI MN 55115	DEHN ANTHONY & KETTAVANH	9950 INDIGO TRL N	ST PAUL MN 55115	$20,761.39	1	$20,761.39
12	114	1603021210002	SCHOLL THOMAS E & KAREN T	10018 INDIGO TRL N	WHITE BEAR LAKE MN 55110	SCHOLL THOMAS E & KAREN T			$20,761.39	0	$0.00
13	115	0903021340004	SCHOLL THOMAS E & KAREN T TRS	10018 INDIGO TRL N	MAHTOMEDI MN 55115	SCHOLL THOMAS E & KAREN T TRS	10018 INDIGO TRL N	MAHTOMEDI MN 55115	$20,761.39	1	$20,761.39
14	116	0903021330004	NIELSEN STEVE	10060 INDIGO TRL N	WHITE BEAR LAKE MN 55110	NIELSEN STEVE	10060 INDIGO TRL N	WHITE BEAR LAKE MN 55110	$20,761.39	1	$20,761.39
15	117	0903021330001	WRIGHT LIV TRS	10055 IDEAL AVE N	WHITE BEAR LAKE MN 55110	WRIGHT LIV TRS	10055 IDEAL AVE N	WHITE BEAR LAKE MN 55110	$20,761.39	0.25	$5,190.35
19	118	1603021130003	RONALD D STORER LIVING TRS	18111 STRATFORD CIR	VILLA PARK CA 92861	RONALD D STORER LIVING TRS			$20,761.39	0	$0.00
									Totals	12.25	$254,327.04

APPENDIX E: PAVEMENT CORING REPORT

BRAUN INTERTEC

the science you build on

Revised Pavement Evaluation Report

City of Grant 2026 Roadway Improvement Project
Mckusick Road North, Lofton Avenue North, Indigo Trail and Dellwood Road Court

Prepared for

LHB, Inc.

Professional Certification:
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Amy J. Grothaus, PE
Senior Manager, Senior Engineer
License Number: 51327
July 30, 2026



Braun Intertec Corporation

Project 10007646_001

July 30, 2026 Project 10007646_001

Veronica Kubicek
LHB, Inc.
21 West Superior Street, Suite 500
Duluth, MN 55802

Re: Revised Pavement Evaluation Report
City of Grant 2026 Roadway Improvement Project
Mckusick Road North, Lofton Avenue North, Indigo Trail and Dellwood Road Court
Grant, Minnesota

Dear Ms. Kubicek:

We are pleased to present this revised pavement evaluation report for the City of Grant's 2026 Roadway Improvement Project.

Thank you for making Braun Intertec Corporation (Braun Intertec) your consultant for this project. If you have questions about this report, or if there are other services that we can provide in support of our work to date, please contact Amy Grothaus at 651.261.7122 (agrothaus@braunintertec.com).

Sincerely,
Braun Intertec Corporation

Amy J. Grothaus, PE
Senior Manager, Senior Engineer

Heidi C. Olson, PE
Project Engineer

Table of Contents

1.0 Introduction 1
1.1 Project Description 1
1.2 Purpose 1
1.3 Scope of Services 1

2.0 Results 2
2.1 Pavement Coring and Hand Auger Borings 2

3.0 Recommendations 3
3.1 Mill-and-Overlay 3
3.2 Full-Depth Reclamation (FDR) 3
3.2.1 Removals, Pulverization and Compaction 4
3.2.2 Test Rolling 4
3.2.3 Pavement Design 4
3.2.4 Performance and Maintenance 5

4.0 Procedures 5
4.1 Pavement Coring and Hand Auger Borings 5

5.0 Qualifications 5
5.1 Use of Report 5
5.2 Standard of Care 6

Appendix
Exploration Location Sketch

List of Tables
Table 2-1. Pavement Thickness Summary 2
Table 3-1. Pavement Design Section 4

1.0 Introduction

1.1 Project Description

This revised pavement evaluation report addresses the pavement coring and hand auger borings performed for the City of Grant's 2026 Roadway Improvement Project. We understand the project includes a 3-inch mill-and-overlay on McKusick Road North and full-depth reclamation (FDR) on Lofton Avenue North; Indigo Trail and Dellwood Road Court are planned for either mill-and-overlay or FDR. To provide recommendations related to the planned for repair, it was requested that we perform pavement coring and hand auger borings.

We have described our understanding of the proposed construction and site to the extent others reported it to us. Depending on the extent of available information, we may have made assumptions based on our experience with similar projects. If we have not correctly recorded or interpreted the project details, the project team should notify us. New or changed information could require additional evaluation, analyses, and/or recommendations.

1.2 Purpose

The purpose of the pavement evaluation is to determine the thicknesses of the in-place pavement materials and to note underlying material conditions for use in providing recommendations related to mill-and-overlay and FDR.

1.3 Scope of Services

We performed our scope of services for the project in accordance with our Proposal 10007646_001, dated February 16, 2026. The following list describes the tasks completed in accordance with our authorized scope of services.

- Performing a total of four pavement cores and hand auger borings, denoted as C-1 through C-4.
- Preparing this report containing the results of our field work for use in providing recommendations related to the planned repairs.

It was later requested that we perform a total of nine additional pavement cores and hand auger borings, denoted as C-5 through C-13. These were requested on Indigo Trail (C-5 through C-10), Dellwood Road Court (C-11 and C-12) and an additional location on Lofton Avenue (C-13).

2.0 Results

2.1 Pavement Coring and Hand Auger Borings

We completed a total of 13 pavement cores and hand auger borings, denoted as C-1 through C-13. The cores were extracted to measure the bituminous thickness and to review underlying conditions. Below the bituminous layer, we penetrated the aggregate base with a hand auger probe extended to the top of the apparent subgrade soil and measured the thickness of aggregate base.

Table 2-1. provides thickness information for the roadways. The coring location sketch along with the core photos are attached to this report.

Table 2-1. Pavement Thickness Summary

Street	Core	Bituminous Thickness (in)	Apparent Aggregate Base Thickness (in)	Core Condition
McKusick Road	C-1	18 1/2	NA*	Core broken into several pieces starting at depth of about 11 inches. Low severity stripping in top half of core, medium to severe stripping in bottom half of core.
	C-2	10	4	Core separated/broken at a depth of about 6 inches. Low to medium severity stripping throughout core.
	C-4	7 1/2	0	Low severity stripping throughout core.
Lofton Avenue	C-3	5	2	Core separated/broken at a depth of about 1 inch. Medium to severe stripping at break and in bottom of core.
	C-13	4	2 1/2	Low severity stripping throughout core.
Indigo Trail	C-5	3 1/2	6 1/2	Core separated/broken at a depth of about 1 1/2 inches. Severe stripping in bottom of core.
	C-6	3	7 3/4	Core separated/broken. Medium to severe stripping throughout core.
	C-7	3	5	Core separated/broken. Medium to severe stripping throughout core.
	C-8	4 1/2	9 1/2	Core separated/broken at a depth of about 1 inch. Medium to severe stripping at break and in bottom of core.
	C-9	2 1/2	11 1/2	Moderate stripping at bottom of core.
	C-10	2	8 1/2	Moderate stripping at top and bottom of core.
Dellwood Road Court	C-11	2 1/2	7 1/4	Core separated/broken, medium to severe stripping throughout core.
	C-12	3	9	Low to moderate stripping throughout out.

*Refusal was encountered at the bottom of the bituminous section.

3.0 Recommendations

3.1 Mill-and-Overlay

As previously noted, a 3-inch mill-and-overlay is planned for McKusick Road. We do not recommend mill-and-overlay on Indigo Trail and Dellwood Road Court due to thicknesses and underlying conditions.

Based on the inplace bituminous thickness of McKusick Road, there is sufficient bituminous for the mill-and-overlay to be performed. However, based on the underlying core conditions, it should be noted that the life provided by the mill-and-overlay may be less than expected. If performed, we anticipate reflective cracking will occur within a year or two. Undersealing, in accordance with MnDOT Specification 2356, of the milled surface will help delay reflective cracking. For the overlay, we recommend a bituminous mix consisting of SPWEA240B.

3.2 Full-Depth Reclamation (FDR)

As previously noted, we understand it is planned that FDR will be performed on Lofton Avenue. We also recommend FDR on Indigo Trail and Dellwood Road Court due to thickness and underlying conditions. Based on the inplace material thicknesses for these streets, we recommend reclamation be performed to a depth of about 6 inches.

In general, the FDR process involves pulverizing and blending the existing bituminous pavement along with a portion of underlying aggregate base. The reclaimed material can either be left in place or windrowed and stockpiled so that grading, excavation work, utility repairs and/or stabilization of the subgrade soils can be performed. The left-in-place or replaced reclaim is then compacted and overlaid with bituminous pavement.

From a design perspective, we provide the following considerations when performing FDR:

- We also recommend reclamation not extend into materials that are unsuitable for reclamation such as underlying silts and clays. Extra care should be given to ensure clayey subgrade soils are not included in the reclaim.
- During reclamation, variation of existing pavement depth should be anticipated. Adjustments to the reclamation depth will be required where the pavement section depth changes.
- Following reclamation, to provide additional strength, we understand reclaim material will be left in place and not removed. The bituminous overlay will then be placed on top of the reclaim material.
- We recommend implementing thorough quality control practices, including frequent sieve analyses, to achieve a desirable gradation of the reclaimed material.

3.2.1 Removals, Pulverization and Compaction

We recommend following MnDOT Specification 2215 for the reclaiming process. We recommend reclamation be performed to a depth of about 6 inches.

Following reclamation/pulverization, the reclaim material should then be compacted in accordance with MnDOT Specification 2215.

3.2.2 Test Rolling

Following compaction, we recommend exposed materials be test rolled to check for the presence of localized weak areas. The test roll should be performed with a fully loaded, tandem axle dump truck at walking speed.

The test roll should be observed by a geotechnical engineer or qualified observer. Any weak areas should be corrected with a subcut and backfilled with excess reclaimed material or other suitable material such as MnDOT Class 5 aggregate base.

3.2.3 Pavement Design

Our scope of services for this project did not include laboratory tests on subgrade soils to determine an R-value for pavement design. Based on our review and experience working in the project area, and the underlying soil types noted by our technicians, we recommend pavement design use an R-value of 30. Assuming 20-year Bituminous Equivalent Single Axle Loads (BESALs) of about 100,000 and an R-value of 30, Table 3-1 provides the City's standard pavement section, which assumes reclamation is performed to a depth of 6 inches.

Based on our discussion, we understand it is standard practice to not remove reclaim material. As such, grades will be raised by about 3 to 3.5 inches to accommodate the bituminous overlay and "fluff" created by reclamation.

Table 3-1. Pavement Design Section

Material	Thickness (in)	Designation	Specification
Bituminous Wear	3 (1 lift)*	SPWEA240C**	2360
Full-Depth Reclamation	6	FDR	2215

*If desired, two lifts could both be placed in thicknesses of 1.5 inches each. If feasible, we recommend increasing the bituminous thickness to 3.5 inches and placing it in two lifts of 2 inches and 1.5 inches.
**Given the low traffic volumes, consideration could be given to a mix designation of SPWEA230C.

We recommend placing the bituminous wear to meet the requirements of MnDOT Specification 2360, which includes gyratory tests to evaluate strength and air voids and density tests to evaluate compaction.

We recommend tack coat meeting MnDOT Specification 2357 be placed between the lifts and along vertical faces where paving will match adjacent pavement.

3.2.4 Performance and Maintenance

We based the above pavement design on a 20-year performance life for bituminous pavements. This is the amount of time before we anticipate the pavement will require rehabilitation. This performance life assumes routine maintenance, such as seal coating and crack sealing. The actual pavement life will vary depending on variations in weather, traffic conditions, and maintenance.

Many conditions affect the overall performance of the pavements. Some of these conditions include the environment, loading conditions and the level of ongoing maintenance. With regard to bituminous pavements in particular, it is common to have thermal cracking develop within the first few years of placement, and continue throughout the life of the pavement.

We recommend developing a regular maintenance plan for filling cracks in pavements to lessen the potential impacts for cold weather distress due to frost heave or warm weather distress due to wetting and softening of the subgrade.

4.0 Procedures

4.1 Pavement Coring and Hand Auger Borings

Pavement coring and hand auger borings were performed on April 17 and July 22, 2026. The cores were conducted within drive lanes using a 4-inch core barrel and a screw auger was used to evaluate the aggregate base layer. The bituminous pavement was repaired with a cold-mix bituminous patch immediately after coring. The cores were measured to obtain approximate bituminous thickness and their material conditions were noted based on visual observation. Images of the cores are attached.

5.0 Qualifications

5.1 Use of Report

This report is for the exclusive use of the addressed parties. Without written approval, we assume no responsibility to other parties regarding this report. Our evaluation, analyses and recommendations may not be appropriate for other parties or projects.

5.2 Standard of Care

In performing its services, Braun Intertec used that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

Appendix

Exploration Location Sketch
Core Photo Log



DENOTES APPROXIMATE LOCATION OF PAVEMENT CORE

100' 0 200'

SCALE: 1" = 200'

BRAUN INTERTEC
The science you build on

11001 Hampshire Avenue S
Minneapolis, MN 55438
952.995.2000
braunintertec.com

Drawing Information

Project No:	10007646_001
Drawing No:	10007646_001
Drawn By:	JAG
Date Drawn:	7/22/26
Checked By:	AJG
Last Modified:	7/28/26

Project Information

City of Grant 2026 Roadway Improvement Project

McKusick Road and Lofton Avenue

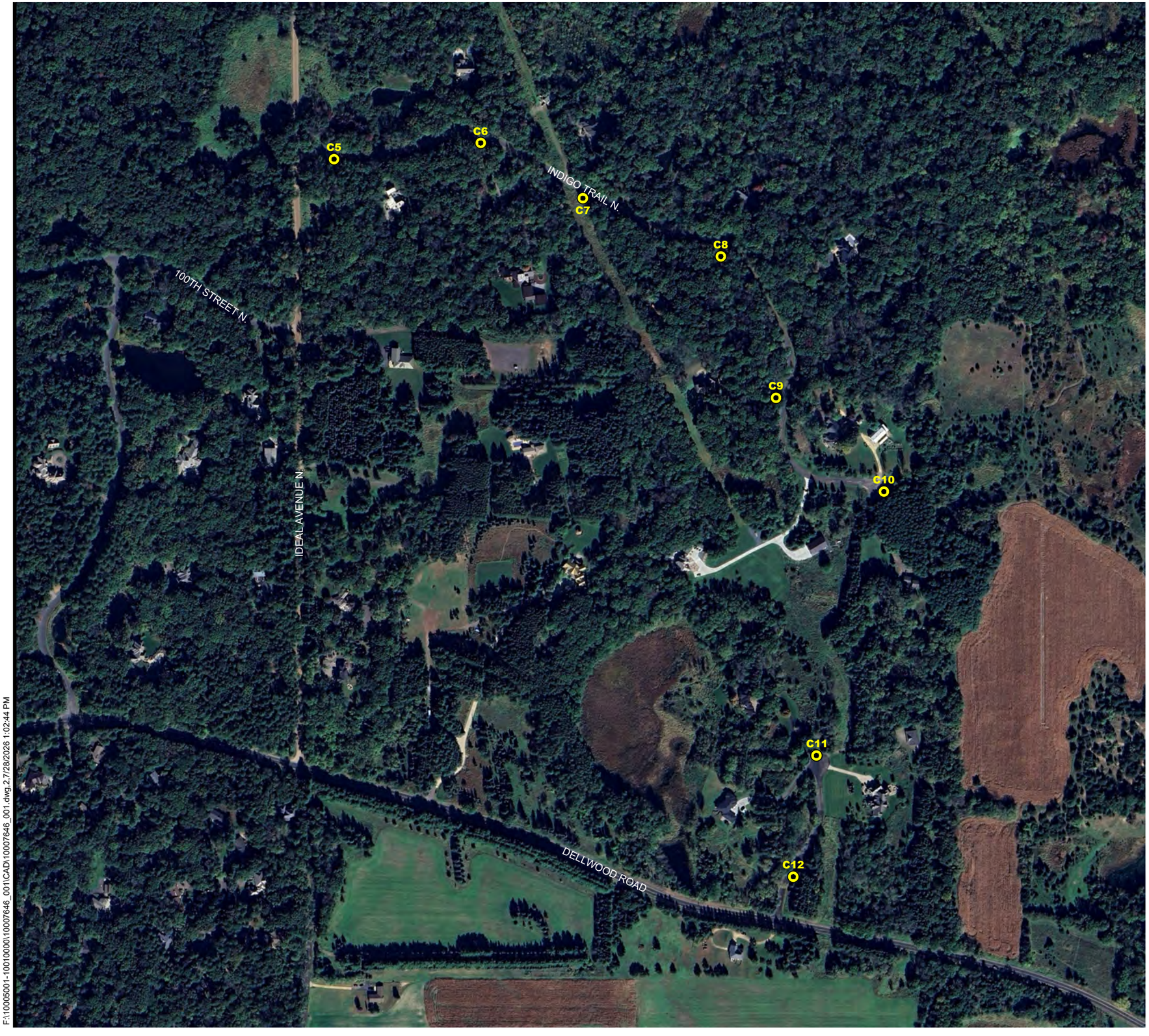
Grant, Minnesota

Pavement Core Location Sketch

Sheet: 1 of 79

Fig:

F:\10005001-10010000\10007646_001\CAD\10007646_001.dwg,1.7/28/2026 1:02:42 PM



DENOTES APPROXIMATE LOCATION OF PAVEMENT CORE

200' 0 400'

SCALE: 1"= 400'

F:\10005001-10010000\10007646_001\CAD\10007646_001.dwg,7/28/2026 1:02:44 PM

BRAUN INTERTEC
The science you build on
11001 Hampshire Avenue S
Minneapolis, MN 55438
952.995.2000
braunintertec.com

Drawing Information

Project No: 10007646_001

Drawing No: 10007646_001

Drawn By:	JAG
Date Drawn:	7/22/26
Checked By:	AJG
Last Modified:	7/28/26

Project Information

City of Grant 2026 Roadway Improvement Project

Ideal Avenue and Dellwood Road

Grant, Minnesota

Pavement Core Location Sketch

Sheet: 2 of 80

Fig:



Photograph 1	April 17, 2026
Subject:	C-1 Mckusick Road North



Photograph 2	April 17, 2026
Subject:	C-2 Mckusick Road North



Photograph 3	April 17, 2026
Subject:	C-3 Lofton Avenue North



Photograph 4	April 17, 2026
Subject:	C-4 Mckusick Road North



Photograph 5	July 22, 2026
Subject:	C-5 Indigo Trail



Photograph 6	July 22, 2026
Subject:	C-6 Indigo Trail



Photograph 7	July 22, 2026
Subject:	C-7 Indigo Trail



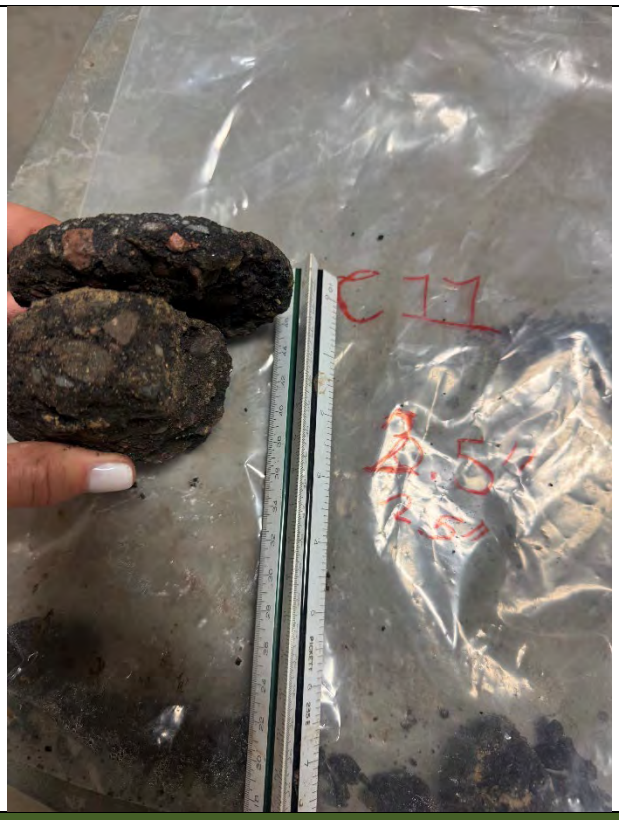
Photograph 8	July 22, 2026
Subject:	C-8 Indigo Trail



Photograph 9	July 22, 2026
Subject:	C-9 Indigo Trail



Photograph 10	July 22, 2026
Subject:	C-10 Indigo Trail



Photograph 11	July 22, 2026
Subject:	C-11 Dellwood Road Court



Photograph 12	July 22, 2026
Subject:	C-12 Dellwood Road Court



Photograph 13	July 22, 2026
Subject:	C-13 Lofton Avenue North

CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2026-37

RESOLUTION SUPPORTING THE SUBMITTAL OF APPLICATIONS TO THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR FUNDING UNDER THE LOCAL ROAD IMPROVEMENT PROGRAM

WHEREAS, the Minnesota Legislature approved $50 million in funding for the 2026 Local Road Improvement Program (LRIP); with $3 million set aside for townships and $47 million for all other entities including non-state-aid cities (City of Grant) and

WHEREAS, eligible projects must correct a transportation deficiency and/or improve safety on local roads, and be constructed in years 2027-2029; and

WHEREAS, the proposed project is on the City of Grant Road Management/Capital Improvement Plan. It has been evaluated based on LRIP eligibility and scoring criteria; and was determined that the project meets the LRIP eligibility criteria and is expected to be competitive in the scoring process. The proposed project includes:

1. Pavement rehabilitation on McKusick Road from Washington County State Aid Highway 96 (CSAH 96)/Dellwood Rd to Washington County CSAH 15/Manning Ave

WHEREAS, the City of Grant desires to apply for LRIP funding with Washington County as the Project Sponsor for the Proposed Project; and

WHEREAS, the City of Grant approves the Proposed Project and pledges support to fund the engineering, right-of-way, non-LRIP eligible costs, as well as project costs in excess of the LRIP grant amount; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Grant, with Washington County as the Project Sponsor, supports implementation of the Proposed Project identified above and authorizes the submission of the application to request funding through the Minnesota Department of Transportation's LRIP and pledges support to fund the engineering, right-of-way, inspection, and other non-LRIP eligible costs, as well as project costs in excess of the LRIP grant amount.

Adopted by the Grant City Council this 10th day of November 2026.

_____

Jeff Giefer, Mayor

ATTEST

_____

Lacey Smieja, City Clerk

DRAFT

This information is classified as 'Sensitive'.

STAFF REPORT

To: Mayor and City Council
Lacey Smieja, City Administrator/Clerk

CC: Veronica Kubisek, PE, City Engineer
Amanda Johnson, City Attorney

From: Jennifer Haskamp, AICP
Consulting City Planner

Date: November 5, 2026

RE: Application for a Conditional Use Permit to operate a Home Occupation Business at 11220 Manning Trail North

SUMMARY AND BACKGROUND

The Applicant, Megan Rogers of Larkin Hoffman (Applicant), on behalf of Jacob McClure (Owner) has applied for a Conditional Use Permit (CUP) to operate a Home Occupation Landscaping Business on the property located at 11220 Manning Trail North.

The Applicant identifies the Owner's business as Rock N' Block Outdoor Solutions, which is described within the narrative and on the official application form as a "home-based landscaping and snow plowing business." The brief description of the request states that on-site operations are limited to office work, equipment storage in the existing pole barn, and brief staging. The Applicant indicates that they believe the proposed business use is consistent with the City's ordinance requirements and that a CUP should be granted.

Background

The Owner purchased the Property in 2025, and per the narrative, began property improvements including correction of drainage and grading issues, reconstruction and improvements to the driveway, invasive vegetation removal, landscape improvements and restoration of the residence, garage, and pole barn. The Applicant states that the "restoration efforts have materially improved the condition of the Property and surrounding environment," however, the improvements noted appear to be associated with both the residential use and the current (yet not permitted) business operations occurring on the site per aerial records. It should be noted that no building or grading permits have been applied for or obtained from the city regarding the identified improvements noted in the Applicant's narrative.

Because the proposed business operation does not meet the City's definition or criteria for a home occupation business, the proposed business use must be established as permitted or conditionally permitted within the City's adopted ordinances. In the summer of 2026 city staff communicated with the Owner that the proposed landscape contractor business operation and site activities did not meet the definition of a home occupation and is not permitted or conditionally permitted within the A2 zoning district. The city's correspondence is referenced throughout the Applicant's narrative which requests reconsideration and processing of this CUP application. As requested, the proposed CUP application is being processed and provided for review and consideration by the City Council.

Public Hearing

A duly noticed public hearing is scheduled for November 10, 2026, and property owners within 1,320-feet were notified of the subject application.

APPLICATION SUMMARY

Applicant: Megan Rogers, Larkin Hoffman Owner: Jacob McClure	Site Size: 7.5 Acres (326,275 SF)
Land Use: RR/AG Zoning: A2 - Agricultural Small Scale	Location Description and PIDs: PID 01.030.21.43.0001
Address: 11220 Manning Trail North Grant, MN 55082	Request: Conditional Use Permit (CUP) to Home Occupation Business that does not meet the criteria

The Applicant is requesting a Conditional Use Permit to operate a Home Occupation Landscape and Snowplowing Business on the subject property. A summary of the Applicant's narrative regarding business operations and Site Plan is provided as follows:

Site Plan Summary:

- No changes are shown on the submitted site plan.
- The Site Plan identifies the existing residence, pole barn, truck/trailer parking area and existing driveway and turnaround.
- No dimensions are provided on the site plan.
- Approximate sizes and scale are noted.

Operational Summary:

- Administrative office functions conducted within the residence
- Limited storage of company vehicles, trailers, tools, and equipment within the pole barn and in the screened areas of the Property
- Brief employee staging, with approximately two (2) to five (5) employees arriving in the morning and departing to off-site job locations during normal business hours, then returning briefly in the evening.
- No retail sales or customer visits to the Property.
- No manufacturing, processing, or bulk material storage.
- No chemicals, fuels, fertilizers or hazardous materials are stored on site.
- No signage is proposed.

Review Criteria

Section 32-146 and 32-147 establish the standards and conditions to consider when processing a Conditional Use Permit (CUP) application. Sections 32-1, 32-245, 32-313, and 32-316 provide guidance regarding the proposed home occupation business use.

Other relevant code sections are referenced throughout this report.

EXISTING SITE CONDITIONS

The subject property is approximately 7.5 acres and is oriented east-west with frontage on Manning Avenue Trl N on the east property line. The lot is generally regular in shape and is approximately 300-feet wide by 1,120 feet deep. The existing home footprint is approximately 2,200 SF and is setback approximately 390-feet from the road right-of-way (front), 138-feet from the north property line (side), 625-feet from the west property line (rear) and 120-feet from the south property line (side). The existing accessory building is located in front of the home, is approximately 1,500 square feet and is setback approximately 325-feet from the road right-of-way. A single gravel driveway approximately 330-feet long and 10-12 feet wide connects both the home and the accessory building to Manning Trail North.

Per Washington County GIS records, site conditions have changed since the Owner acquired the property in 2025. As noted in the Applicant's narrative the Owner has performed several exterior site improvements over the past year, and no building or grading permits were obtained. Since the city has no documentation, a side-by-side comparison of available aerial imagery is provided to show the site changes between 2025 and 2026 (See Figure 1). As shown in the 2026 aerial an extensive graveled area surrounding the home and the accessory building has expanded since 2025. The Applicant's Site Use Plan identifies approximately 19,000 square feet associated with the existing driveway and turnaround (graveled area surrounding the pole barn), approximately 2,800 square feet for truck/trailer parking located north of the 1,500 square foot pole barn. Adjacent to the Pole Barn on the north side is a metal storage container that is being used for storage, and while not an addition to the structure, it is permanently located on the site. The Applicant's Site Use Plan does not identify the area north of the home as part of the business operations, however, the 2026 aerial shows equipment, stockpiles and other materials stored and connected to the area denoted as "Existing Driveway/Turnaround" and therefore likely should be included within the calculation. The area denoted by the Applicant, as well as the noted additional area appears to be functioning as a storage or contractor yard in the existing condition.

To confirm the storage/contractor yard improvement area, as well as calculate the difference between the 2025 and 2026 conditions, Washington County GIS 2026 aerial imagery was used since the Applicant's Site Use Plan is not scalable and does not appear to include the full operational area. Per the 2026 aerial, there is approximately 25,000 – 27,000 square feet of graveled and/or improved area that appears to be utilized for the storage/contractor yard activities associated with the business operation. Per the 2025 aerial, prior to the commencement of the business operations associated with Rock 'N Block, there appears to be approximately 6,500 – 7,000 square feet of graveled/paved surfaces associated with the driveway, turnaround and/or driveway access to the pole barn. The estimated expansion of graveled storage/turnaround and/or parking space is calculated to be between 18,500 and 20,500. Because no plans were submitted and no permits were obtained for the site work between 2025 and 2026 the exact quantities are unknown; however, the expansion is clearly visible on the aerials (see Figure 2).

Outside of the storage/contractor yard area the lot is relatively unchanged between the 2025 and 2026 aerials. Heavy vegetation north of the improvement area and along the south property line is visible in the aerials. Per the NWI, there are no wetlands on the property, though there is a low spot on the northeast corner of the lot. The lot has gentle sloping topography, and the home, pole barn and contractor yard area are not visible from the Manning Trail N road right-of-way during the growing season.

COMPREHENSIVE PLAN REVIEW

The site is guided RR/AG – Rural Residential/Agriculture in the City's adopted Comprehensive Plan**.** The RR/AG land use designation guides land for principal rural residential and agricultural uses…most non-residential uses are required to be accessory to a principal residential use. Uses such as hobby farms, horse boarding and training facilities, and other rural accessory uses are encouraged in this land use designation.

The proposed Home Occupation Business may be consistent with the RR/AG land use designation provided that it maintains the *rural residential character and quiet quality of life*[1], is accessory to the principal use, and is permitted or conditionally permitted by the zoning district.

ZONING/SITE REVIEW

The Applicant is applying for a Conditional Use Permit to operate a Home Occupation Business. The following zoning and dimensional review is provided.

Proposed Use/Table of Uses

As stated in the Applicant's narrative, they believe that the operation meets the definition of a Home Occupation but does not meet the defined criteria and therefore a CUP must be obtained. Section 32-1 defines a Home Occupation as:

"*Home Occupation* means any gainful occupation or profession engaged in by an occupant only of a dwelling unit which is a use that is clearly incidental to the use of the dwelling unit for residential purposes, when conducted on the premises. The following criteria must be met, or the proposed use must be established as a conditional use in the zoning district proposed and proper permit obtained:

(a) No persons other than members of the Family who reside on the premises shall be engaged in such occupation;
(b) The use of the Dwelling Unit for the Home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and not more than thirty percent (30%) of floor area of the Dwelling unit shall be used in the conduct of the Home Occupation.
(c) Any business operations conducted in an Accessory Building or garage shall be conducted entirely within the accessory building, and no exterior modifications to the building shall be permitted which would indicate that the structure is being used for commercial activity, except as permitted in Section d.
(d) There shall be no change in the outside appearance of the Principal Building or Premises, or other visible evidence of the conduct of such Home Occupation other than any signage as permitted by the city's ordinances.
(e) No traffic shall be generated by such Home Occupation in greater volume than would normally be expected to a residence in a residential neighborhood, and the driveway shall be designed accordingly.

[1] City of Grant 2040 Comprehensive Plan, Community Character & Governance Goals.

(f) Parking areas may not exceed four (4) stalls and shall not be located in any required yard setback area and must be screened from any adjacent residential use.
(g) No equipment, activity, or process shall be used in such Home Occupation which creates noise, vibration, glare, fumes, odors, or electrical interference detectable to the normal senses off the Lot.
(h) No outdoor storage is permitted."

The Applicant's narrative asserts that the proposed landscape business meets the definition of a Home Occupation while acknowledging that it does not meet the established criteria. The Applicant concludes that the proposed landscaping business should be granted a Conditional Use Permit (CUP). However, the Applicant's narrative fails to consider the full definition which states that the criteria must be met *OR* the proposed use (which they have defined as a landscape business) must be established as a conditional use to meet the definition. A landscape business is not identified as a conditional use on the Table of Uses in the A2 zoning district and the proposed operations do not meet the established criteria, therefore the proposed use does not meet the strict interpretation or definition of a Home Occupation.

However, despite that the proposed business does not meet the Home Occupation definition, the City Code does not define "landscape business" or include it on the Table of Uses at all. Section 32-245 Table of Uses, Subsection (b) states that, *"uses shall be allowed according to the use table in subsection (c) of this section. When a use is not listed, the closest similar listed use shall determine the restrictions and conditions which apply."* Per the Applicant's narrative, certain activities associated with the proposed business operations could be conditionally permitted in the A2 zoning district and therefore the City Council could determine that the use is similar and grant a Home Occupation CUP. Examples of potentially similar conditionally permitted uses include: Nursery-Commercial, Storage – as a principal use; Storage – not accessory to a permitted principal use. Additionally, Section 32-313 subsection (a)(5) addresses Non-accessory, non-dwelling structures that are intended for uses permitted by conditional use permit, which could address use of the pole barn for the operation if deemed appropriate by the City Council.

The city code provides an option for the City Council to determine whether another use on the Table of Uses is similar to a landscape business, which would allow for a CUP to be issued with conditions. ***Staff requests direction from City Council regarding whether the proposed landscape business is similar to another conditionally permitted use in the A2 zoning district. If the Council determines that it is, then the appropriate conditions and standards should be determined.***

Dimensional Standards

The following site and zoning requirements apply to all property within the A2 zoning district. If the Council determines that the landscape business is similar to another conditionally permitted use, then the following standards would apply. If the council determines that the landscaping business is not permitted, then the following analysis should be disregarded since the use would be prohibited.

As previously noted, improvements on the site have occurred since the Owner purchased the property and no permits were obtained. Additionally, the Site Use Plan submitted by the Applicant does not appear to reflect the 2026 conditions. As such, staff prepared Figure 1. 2026 Aerial which includes an estimated contractor/storage yard boundary where improvements and operations appear to be taking place. It is unclear

if the improvements would have required any permits (grading, building, watershed/stormwater, etc.) however, after-the-fact permitting may be required if a CUP is granted for the business.

For purposes of the following analysis Figure 1. 2026 Aerial is used. The existing home meets all setback and dimensional standards, and the lot meets minimum requirements for lot area, lot frontage, and lot depth. While administrative functions may occur in the home (principal structure) the primary business activity described by the Applicant will occur outdoors in the contractor/storage yard area and the pole barn. For purposes of the following analysis the estimated extents of the storage/contractor yard associated with the landscaping business activities is evaluated. Where deviations exist between Figure 1 and the Applicant's submitted Site Use Plan it is noted.

Table 1. Dimensional and Lot Standards in A2 Zoning District

Dimension	Standard	Pole Barn	Storage/Contractor Yard
Front Yard (East Property Line)	65'	~325 feet	~260 feet
Side Yard Setback (North Property Line)	20'	~170 feet	~30 feet
Side Yard Setback (South Property Line)	20'	~84 feet	~70 feet
Rear Yard Setback (West Property Line)	50'	~740 feet	~590'
Off-street parking (commercial)	35'	NA	~330 feet (front), ~80 feet side

*Setback dimension determined by Applicant's Site Use Plan Exhibit.

As demonstrated in Table 1, all setback and dimensional standards are met, however, Section 32-316 which regulates exterior storage does not include setback requirements. Because outdoor/exterior storage areas and yards are regulated as conditional uses, reasonable conditions may be applied if the use is determined to be acceptable. As reference, certain non-residential uses within the table of uses require a minimum of 100-foot setback from any adjoining residential property line. An increased setback of the storage/contractor yard may be a reasonable consideration, particularly given that the proposed business is within a predominantly rural residential area of the city. ***If the City Council determines that the proposed landscape business use is similar and therefore conditionally permitted, then discussion regarding appropriate setbacks, screening and/or sound mitigation measures is recommended for inclusion in the CUP.***

Pole Barn (Accessory Building) and Storage Container

As described in the narrative, the Owner intends to store materials and equipment associated with the business operations in the Pole Barn. On November 6, staff conducted a site visit and a permanent metal storage container was placed adjacent to the Pole Barn which is being used for additional storage. Per Section 32-313 Accessory Building and Other Non-dwelling Structures, lots between 5 and 9.59 acres are limited to a maximum of three (3) accessory buildings with a combined square footage not to exceed 2,500 square feet. The pole barn appears to be approximately 1,200 square feet in the 2025 aerial, and the metal storage container provides an additional 300 square feet for a total of 1,500 square feet. There are no other accessory buildings onsite and therefore the size, even with container storage, complies with the ordinance standard. However, the temporary storage container may not be permitted per the existing standards since it is intended to be used permanently. This should be discussed by the City Council, since the Owner indicated that they may want to add another storage container to support their operations.

Utilizing the accessory building as part of the business operations is reasonable and may help mitigate adverse impacts as opposed to all equipment and material being stored outside. No description was given with respect to the use of the pole barn, the number and/or pieces of equipment planned to be stored inside, etc. ***Additional information and details regarding use of the pole barn should be provided so that better description of both the indoor and outdoor uses can be properly incorporated into conditions if the business operation is approved.***

Impervious Surface Area/Lot Coverage

Section 32-246 Dimensional requirements establish that a maximum of 50% of a lot can be covered by parking surfaces or structures of any type. As previously noted, improvements between 2025 and 2026 have increased the impervious surface coverage and expanded the pole barn area. Estimated total lot coverage is approximately 8-10%, which is below the maximum standard.

While the impervious surface coverage remain below the lot coverage standards, the increase in impervious surfaces as a result of the expanded storage/contractor yard, driveway and pole barn improvements was not evaluated to determine if permitting is required. Increases in impervious surface coverage, which includes graveled or Class V materials, may trigger stormwater rules with both the city and the watershed district. Further, the expansion likely would have required a grading permit and building permit. No permits were obtained from the city, and it is unknown if any permits were obtained from the Carnelian Marine St. Croix Watershed District (CMSCWD).

Regardless of whether the proposed landscape business use is permitted to operate, after-the-fact permits should be obtained if required to ensure that all work completed meets the city and watershed district requirements. ***To confirm that work was performed in compliance with standards the Owner must work with the City Engineer and the CMSCWD and proper permits must be obtained. If a CUP is granted for the operation, staff recommend including this as a condition and to specify a timeline to bring the site into compliance.***

Access, Parking and Driveways

The Applicant's submitted Site Use Plan identifies the driveway, turnaround and parking area on their exhibit. No changes from the aerial conditions are proposed, however, as noted improvements that support the proposed business operation were constructed between 2025 and 2026 and permits were not obtained.

No delineation between the existing driveway and turnaround area is present on-site or shown on the Site Use Plan, and there is no differentiation between employee parking areas and the driveway. The exhibit identifies an approximately 2,000 square foot area for truck/trailer parking which is assumed to be for the trucks and trailers that are staging for day's activities. Per the notations, the truck/trailer parking area is adequate to support four (4) vehicles.

The Applicant's narrative describes that between two (2) and five (5) employees will be on site daily. The employees drive their personal vehicles to the property, pick up the equipment and/or work vehicles, and leave their cars at the property until returning to pick them up at the end of the workday. Employee parking areas are not designated separately from the storage yard area and based on the Site Use Plan exhibit there are multiple vehicles and pieces of equipment which appear to be parked throughout the denoted turnaround, truck and trailer parking areas. ***Given the aerial conditions, and the inconsistency between the Site Use***

Plan and the narrative, staff would recommend that additional details be provided regarding the uses and total number of vehicles and/or pieces of equipment that are proposed to be on site.

Dedicated off-street parking areas should be considered separately from the storage/contractor yard, if it is ultimately permitted. Section 32-373 Surfacing and Drainage of the city code requires off-street parking areas to be improved with a 'durable and dustless surface.' *A plan to show the dedicated parking area and a surfacing plan should be provided and differentiation made between the uses on the site.*

Access to the property and the proposed business is from a single residential driveway that connects to Manning Trl N., which is a county road. The application was forwarded to Washington County for any comments. Staff performed a site visit on November 6, and the driveway connection to Manning Trl N is fairly narrow at the intersection and does not allow for two-way traffic and/or stacking. Given the speed of traffic on Manning, widening the driveway at the connection may be considered to allow for a vehicle waiting to exit and a vehicle entering the site to occur. *If the city determines that the proposed business is a change of use, then an access permit may be required from Washington County. However, if the proposed business is determined to meet the definition of a Home Occupation since the operation is similar to other conditionally permitted uses, then no permit will likely be required unless significant traffic is generated from the operation. However, certain improvements that may include widening the driveway at the intersection, paving a portion of the driveway, and/or vegetative removal for the shoulder may be considered to improve the ingress/egress into the site.*

Utilities

The Applicant describes the Owner's operations as primarily occurring during employee pickup and dropoff on the site. It is unclear how long employees are onsite before leaving for off-site duties, however, it is assumed that pickup and drop off includes limited staging time. Since employees are not staying onsite during the day limited use of the restrooms in the residential structure are anticipated. The Owner should verify if there is a bathroom or other utilities in the pole barn, and if so, provide a copy of the septic permit to ensure that the system is sized adequately. It is the Owner's responsibility to monitor usage and to ensure that the private utilities remain adequate. Any changes to the operation that require employees to stay on site may require reconsideration of the well and septic. No permanent or temporary restrooms are proposed as part of the proposed operation.

Conditional Use Permit Standards

In addition to the dimensional standards, conditional uses are only permitted when the Owner/Operator can demonstrate that certain standards are met. Several of the standards are associated with the intensity, location and use of a site which are interrelated to operations and zoning. The following standards regarding conditional uses are established in Section 32-146:

"…the city council may grant a conditional use permit in any zoning district if the applicant has proven to a reasonable degree of certainty that:

1) *The proposed use is designated in section 32-245 as a conditional use for the appropriate zoning district.*
2) *The proposed use conforms to the city's comprehensive plan.*

3) *The proposed use will not be detrimental to or endanger the public health, safety or general welfare of the city, its residents, or the existing neighborhood.*

4) *The proposed use is compatible with the existing neighborhood.*

5) *The proposed use meets conditions or standards adopted by the city through resolutions or other ordinances.*

6) *The proposed use will not create additional requirements for facilities and services at public costs beyond the city's normal low-density residential and agricultural uses.*

7) *The proposed use will not involve uses, activities, processes, materials, equipment of conditions of operation that will be detrimental to people, property, or the general welfare because of production of traffic, noise, smoke, fumes, glare, odors or any other nuisance.*

8) *The proposed use will not result in the destruction, loss or damage of natural, scenic or historic features of importance.*

9) *The proposed use will not increase flood potential or create additional water runoff onto surrounding properties.*

Several outstanding issues and questions are noted throughout this report that are necessary to understand prior to determining if the standards are met, or if the standards can be met by applying reasonable conditions.

After the City Council discusses the proposed use, if it determines that the landscape business is of similar use to a specifically listed use on Table 32-245 then an evaluation of how the business will meet the stated standards and any corresponding reasonable conditions must be identified. Many of the CUP standards are associated with dimensional requirements; however, the proposed operations play an integral part in the evaluation in determining whether reasonable conditions are necessary to ensure that the standards are met.

Rock 'n Block Business Operations

The Applicant's narrative includes a brief description of the proposed Rock 'n Block operations but additional details would be helpful to determine if the use 1) is similar to other conditionally permitted uses; 2) can comply with the CUP ordinance standards; and 3) whether reasonable conditions can be applied to mitigate potential adverse impacts from the use.

Staff's initial questions, which may be added to and/or modified by the council, include:

- What are the hours of operation?
- Do the hours vary depending on the season (landscaping vs. snowplowing)
- How many pieces of equipment will be stored outdoors? Indoors? Will it change by season?
- Do the vehicles/equipment require back-up safety beepers? How frequently are they used?
- How will the pole barn be used?
- Where is the staging occurring?
- How long does staging take on average? How long is the drop-off process?

Potential Conditions

If the city council determines that the use is similar, then reasonable conditions should be considered to mitigate potential adverse impacts to surrounding properties. Section 32-147 provides guidance regarding the

types of conditions that may be reasonable to apply. Based on the Applicant's proposal, and the analysis contained in this report, initial conditions for consideration include:

- The site plan must be updated to clearly define the employee parking, storage yard area, and driveway areas.
- The hours of operation shall be limited to ____.
- All storage of equipment/materials must be in the pole barn, and only equipment materials used within a 24-hour period are permitted outdoors.
- The general area identified as the storage/contractor yard must be reduced and restored to 2025 conditions.
- All parking of vehicles, trailers or equipment must be setback a minimum of 100-feet from any shared residential property line.
- The storage/contractor yard must be fully screened from adjacent residential uses. The existing vegetation must be maintained, and if any gaps are present infill plantings are required. If vegetation is not feasible, then other screening such as a privacy fence must be installed.
- The driveway must be widened to 20-feet for a minimum of 30-feet at the intersection with Manning Trail N to allow for two vehicles to pass.
- The number of vehicles on site shall be limited to no more than ___, no more than ___ trailers, and no more than ____ pieces of equipment may be in the storage/contractor yard at any time.
- An after-the-fact grading permit and stormwater permit must be obtained, or documentation must be provided that such permits are not required.
- All permits must be obtained from any agency having permitting authority over the site which may include, but is not limited to Washington County, CMSCWD and the city.

Engineering Standards

No survey or grading plans were submitted for review. As noted, site work occurred between 2025 and 2026 and no permits were obtained for the work. After-the-fact permits may be required and the Owner should work with the City Engineer to determine what plans, permits and/or information are needed to properly permit the work regardless of if the CUP is granted.

Other Agency Review

The property is within the Carnelian Marine St. Croix Watershed District (CMSCWD). As previously noted an after-the-fact permit may be required given the increase in graveled/Class V impervious surface coverage area on the site. The property is accessed from Manning Trl N which is a County Road. If the City determines that the operation is a change in use then a driveway/access permit may be required from Washington County.

Action requested

As referenced throughout this staff report, the proposed use does not fit specifically within our table of uses and therefore the City Council must determine if the proposed Home Occupation Landscape Business is similar to other conditionally permitted business uses in the A2 zoning district. After the public hearing and discussion, the City Council may:

- Approve the Conditional Use Permit and direct staff to prepare a draft permit with conditions and resolution of approval to be presented at the regular city council meeting in December.
- Deny the Conditional Use Permit and direct staff to prepare a draft resolution of denial with findings to be presented at the regular city council meeting in December.
- Table the requested Conditional Use Permit and request additional information from the applicant to be presented at the city council meeting in December.

Attachments:

Attachment A: Applicant's Narrative & Site Use Plan

Figure 1: 2026 Aerial and Existing Conditions

Figure 2: 2025 and 2026 Existing Conditions Comparison

Larkin Hoffman

8300 Norman Center Drive
Suite 1000
Minneapolis, MN 55437-1060
General: 952-835-3800
Fax: 952-896-3333
www.larkinhoffman.com

October 26, 2026

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

Via Email
jhaskamp@swansonhaskamp.com

Dear Ms. Haskamp,

We represent Jacob McClure (the "Applicant"), owner of the property located at 11220 Manning Trail N, Stillwater, MN 55082, PID: 01.030.21.43.0001 (the "Property"). The Applicant submits this Conditional Use Permit ("CUP") application on behalf of their landscaping business, Rock N' Block Outdoor Solutions ("Rock N' Block"). The Applicant's business qualifies as a Home Occupation under Section 32-1 of Grant Zoning Code (the "Code"), and the Code expressly provides that a Home Occupation may be established as a conditional use upon obtaining a CUP. As detailed below, the proposed use satisfies all conditional use permit standards set forth in Section 32-146 of the Code and is consistent with the City's Comprehensive Plan and the general purposes of the conditional use permit provisions under Section 32-141.

Property Description

The Property consists of approximately 7.5 acres located in the A-2 Agricultural District in the City. The Property contains an existing single-family residence, a pole barn, a driveway with turnaround, and other typical residential improvements. The Property is heavily screened by existing mature native vegetation, trees, and natural topography. It is situated off Manning Trail, a rural roadway, and the existing improvements are not prominently visible from public roadways or neighboring properties.

The Applicant purchased the Property in 2025 and has invested substantially in restoring and improving the site, including: replacement of the septic system; removal of failing retaining walls; reconstruction and improvement of the driveway; correction of drainage and grading issues; removal of extensive invasive buckthorn growth; removal of numerous dead ash trees and stump grinding; landscaping improvements; and restoration of the residence, garage, and pole barn. The Applicant's restoration efforts have materially improved the condition of the Property and surrounding environment.

Description of Proposed Use

Rock N' Block Outdoor Solutions is a small landscape contracting business providing landscape maintenance, installation, and snow plowing services on a year-round basis. All landscape and irrigation work is performed exclusively at off-site customer locations. The Property serves as the Applicant's home and the base of operations for the business, which involves the following limited on-site activities:

- Administrative office functions conducted within the residence;

- Limited storage of company vehicles, trailers, tools, and equipment within the pole barn and in screened areas of the Property; and
- Brief employee staging, with approximately two to five employees arriving in the morning and departing to off-site job locations during normal business hours, then returning briefly in the evening.

The business does not involve any retail sales, customer visits to the Property, manufacturing, processing, or bulk material storage. No chemicals, fuels, fertilizers, or hazardous materials are stored on site. No commercial signage is proposed. The on-site activities are limited in scope and do not materially differ from normal residential use on a comparable rural property.

Conditional Use Permit Standards

Section 32-141 of the Code establishes the general purpose of the CUP provisions is to provide the City with the discretion and flexibility to achieve comprehensive plan goals, protect the City's rural character, serve its citizens' needs, and avoid negative effects on the general welfare, public health, and safety. Section 32-141 recognizes that the City of Grant is unique, consisting largely of agricultural and low-density residential lands, and that its citizens desire to preserve the community's rural character. The proposed use supports these goals. Rock N' Block is a small, home-based landscaping business that operates principally off-site. Its on-site presence is limited to administrative functions, storage, and brief employee staging, which are activities that are quiet, low-impact, and consistent with rural residential living. Approval of the CUP will allow the Applicant to continue a modest home-based business without compromising the rural character, natural setting, or quality of life in the surrounding neighborhood.

Section 32-1 of the Code defines "Home Occupation" and provides that the enumerated criteria must be met, "or the proposed use must be established as a conditional use in the zoning district proposed and proper permit obtained." Section 32-245, Table of Uses, designates "Home occupations (not meeting criteria)" as a Conditional (C) use in the A-2 Agricultural District, establishing the CUP as the applicable permitting process for the Applicant's use. Section 32-146 of the Code provides that the City Council may grant a CUP if the applicant proves to a reasonable degree of certainty that the following nine standards are met. Each standard is addressed in turn below.

1. *The proposed use is designated in Section 32-245 as a conditional use for the appropriate zoning district.*

"Home occupations (not meeting criteria)" is expressly listed as a Conditional (C) use in the A-2 Agricultural District in Section 32-245, Table of Uses. Section 32-1 of the Code expressly directs a Home Occupation that does not meet the enumerated criteria toward the conditional use process, and the Table of Uses provides a specific line item for that use classification. The proposed use is therefore designated in Section 32-245 as a conditional use for the appropriate zoning district. This standard is met.

2. *The proposed use conforms to the city's comprehensive plan.*

The City of Grant's Comprehensive Plan preserves and promotes the rural residential character of the community while allowing landowners reasonable flexibility in the use of their properties. Rock N' Block operates principally from the Applicant's residence on an approximately 7.5-acre parcel. No retail, manufacturing, or commercial construction activity takes place on the Property.

The business is a small-scale home-based operation whose on-site footprint is limited to administrative functions, vehicle and equipment storage, and brief employee staging. The scale and nature of the use are consistent with the low-density rural character the Comprehensive Plan seeks to maintain, and do not conflict with any goals or policies identified therein. This standard is met.

3. *The proposed use will not be detrimental to or endanger the public health, safety or general welfare of the city, its residents, or the existing neighborhood.*

The proposed use does not present any risk to public health, safety, or general welfare. No retail customers visit the Property. No manufacturing operations, hazardous materials, or industrial processes are conducted on site. Vehicle traffic is limited and predictable, consisting of approximately two to five employees staging at the Property during normal morning and evening hours, a pattern that does not differ materially from the normal residential traffic generated by households on comparable rural properties. The business does not generate noise, emissions, or other nuisance conditions beyond what is typical of single-family residential use, since all business is conducted off-site. This standard is met.

4. *The proposed use is compatible with the existing neighborhood.*

The Property is an approximately 7.5-acre rural residential parcel substantially screened from neighboring properties and public roadways by mature vegetation, trees, and natural topography. Business vehicles and equipment are stored in the pole barn and in screened areas of the Property that are not visible from public roadways. The nature and scale of on-site activity, which includes administrative work within the home, equipment storage, and brief employee staging, do not generate noise, traffic, or visual impacts beyond what is typical for single-family residential use on rural parcels in the A-2 District. The use is compatible with and will not adversely affect the existing residential character of the surrounding neighborhood. This standard is met.

5. *The proposed use meets conditions or standards adopted by the city through resolutions or other ordinances.*

The proposed use complies with all applicable conditions and standards. No retail traffic visits the Property. No commercial signage is proposed. No noise or emissions inconsistent with residential use will be generated. Equipment and vehicles are stored in an orderly manner within the pole barn and screened areas. The Applicant is committed to full compliance with any conditions the City may impose as part of CUP approval, including but not limited to conditions relating to hours of operation, equipment screening, and periodic review. This standard is met.

6. *The proposed use will not create additional requirements for facilities and services at public cost beyond the city's normal low-density residential and agricultural uses.*

The proposed use does not require connection to public water or sewer, does not generate commercial waste volumes, and does not create additional stormwater runoff. The business does not attract public visitors and does not place unusual demands on emergency services, road maintenance, or any other publicly funded facility or service. All necessary infrastructure is already in place and is privately maintained. This standard is met.

7. *The proposed use will not involve uses, activities, processes, materials, equipment or conditions of operation that will be detrimental to people, property, or the general welfare because of production of traffic, noise, smoke, fumes, glare, odors or any other nuisances.*

Vehicle traffic is limited to employee arrivals and departures during normal business hours, with approximately two to five employees staging at the Property each business day. There are no continuous vehicle movements, commercial deliveries, or customer traffic. No chemicals, bulk fuels, or odor-producing materials are stored on site. No manufacturing or processing occurs on the Property. Outdoor lighting is residential in character. Equipment is maintained in orderly condition and stored in screened areas. All landscaping, irrigation, and snow removal work is performed exclusively at off-site customer locations, and no business operations generating traffic, noise, or other nuisance conditions are conducted on the Property. The level of activity on the Property does not exceed what would reasonably be expected of a rural residential homestead. This standard is met.

8. *The proposed use will not result in the destruction, loss or damage of natural, scenic or historic features of importance.*

No grading, excavation, or vegetation removal is proposed in connection with the CUP. The Applicant has affirmatively improved the natural condition of the Property since their purchase in 2025, including removal of extensive invasive buckthorn, removal of dead ash trees, correction of pre-existing drainage deficiencies, and general landscaping improvements. The existing native vegetation and natural topography will be preserved and maintained. No natural, scenic, or historic feature will be adversely affected. This standard is met.

9. *The proposed use will not increase flood potential or create additional water runoff onto surrounding properties.*

No new impervious surfaces, structures, paved areas, or grading are proposed in connection with this application. The on-site component of the business is limited to administrative functions within the residence and storage of vehicles and equipment within the existing pole barn and screened areas. All landscaping and snow removal work is performed off-site at customer locations. The Applicant has corrected pre-existing drainage deficiencies as part of their property restoration efforts, improving on-site stormwater management relative to conditions at the time of purchase. The proposed use will not increase flood potential or contribute to additional stormwater runoff. This standard is met.

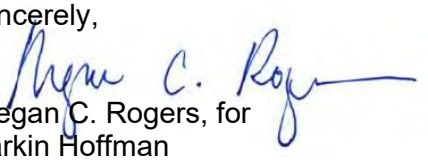
Conclusion

For the reasons set forth above, the requested Conditional Use Permit for a “Home occupation (not meeting criteria)” at 11220 Manning Trail N is supported by the plain language of the Code, consistent with the City’s Comprehensive Plan, compatible with the rural residential character of the neighborhood, and generates minimal impacts on public health, safety, welfare, and surrounding properties. The proposed use satisfies all CUP standards under Section 32-146 and is consistent with the general purposes of the CUP provisions under Section 32-141.

The Applicant respectfully requests that the Planning Commission recommend, and the City Council approve, the requested Conditional Use Permit, subject to such reasonable conditions as the City deems appropriate.

We appreciate the City's consideration of this application and are available to answer any questions or provide additional information as may be requested.

Sincerely,



Megan C. Rogers, for
Larkin Hoffman
Direct Dial: (952) 896-3395
Direct Fax: (952) 842-1847
Email: mrogers@larkinhoffman.com

Enclosures:

- City of Grant Conditional Use Permit Application Form
- Letter regarding Applicability of Home Occupation Conditional Use Permit
- Site Plan
- Property Information

4923-5662-9968, v. 3

Docusign Envelope ID: D0C00F0B-1807-89E7-81B9-C3EC1FB17D7E

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

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

CONDITIONAL USE PERMIT

Application Date:	10/22/2026
Fee: **$500**	Escrow: **$3,000**

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

PARCEL IDENTIFICATION NO (PIN): 0103021430001		LOT SIZE: 7.5 Acres
PROJECT ADDRESS: 11220 Manning Trail N, Grant, MN	OWNER: Name: Jacob Mcclure & Mackenzie Kollasch Address: 11220 Manning Trail N City, State, Zip: Stillwater, MN 55082 Phone: 651-263-4036 Email: jacobrmcclure96321@gmail.com	APPLICANT *(If different from Owner)*: Name: Megan Rogers Address: 8300 Norman Center Drive, Suite 1000 City, State, Zip: Minneapolis, MN, 55437 Phone: 952-896-3395 Email: mrogers@larkinhoffman.com
BRIEF DESCRIPTION OF REQUEST: Conditional use permit for a "home occupation (not meeting criteria)" to operate a landscaping and snow plowing business, limited on site to office work, equipment storage in the existing pole barn, and brief employee staging.		
APPLICABLE ZONING CODE SECTION(S): Please review the referenced code sections for a detailed description of required submittal documents, and subsequent process. - Division 5. Conditional Use Permits 32-141 through 157, others		

Required Signatures

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

Applicant

Name: Megan Rogers *(Please print)*

Address: 8300 Norman Center Drive, Suite 1000

City, State, Zip: Minneapolis, MN, 55437

Phone: 952-896-3395

Cell Phone:

Email: mrogers@larkinhoffman.com

Signature: DocuSigned by: Megan Rogers AAEE561859C3495...

Date: 10/22/2026

Fee Title Property Owner
(If different from Applicant)

Name: Jacob Mcclure & Mackenzie Kollasch *(Please print)*

Address: 11220 Manning Trail N

City, State, Zip: Stillwater, MN 55082

Phone: 651-263-4036

Cell Phone:

Email: jacobrmcclure96321@gmail.com

Signature: Signed by: Jacob Mcclure 8E4424583347481...

Date: 10/26/2026

Docusign Envelope ID: D0C00F0B-1807-89E7-81B9-C3EC1FB17D7E

Checklist:

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

Review Deadline and Timeline:

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

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

Application for Planning Consideration Fee Statement:

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

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

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

Applicant	**Fee Title Property Owner** *(If different from Applicant)*
DocuSigned by: Megan Rogers AAEE561859C3495...	Signed by: Jacob Mcclure 8E4424583347481...
Signature	***Signature***
Megan Rogers	Jacob Mcclure
Printed Name	***Printed Name***
10/22/2026	10/26/2026
Date	***Date***

Docusign Envelope ID: D0C00F0B-1807-89E7-81B9-C3EC1FB17D7E

** For Applicant's use and records

Conditional Use Permit Checklist:

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

COPIES: One (1) Electronic copy of full submission

☐ ***Site Plan:*** All plans must be to-scale, scalable, and include a north arrow.

- Property dimensions
- Area in acres and square feet
- Identified setbacks (Front, Side, Rear)
- Identify Buildable area (if applicable)
- Location of existing and proposed buildings (including square footage, foot print, and dimensions to lot lines)
- Location of existing utilities, drainfield locations
- Location of current and proposed curb cuts, driveways and access roads
- Existing and proposed parking (if applicable)
- Off-street loading areas (if applicable)
- Existing and proposed sidewalks and trails (if applicable)
- Sanitary sewer and water utility plans (if expansion is needed)

☐ ***Existing Conditions:***

- Aerial of site and adjacent properties
- Location of all wetlands (NWI, or similar)
- Topographic contours at 2-foot intervals
- Water bodies, Ordinary High Water Level, 100-year flood elevation

---

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

- Grading Plan
- Finished grading and drainage plan sufficient to drain and dispose of all surface water accumulated
- Stormwater Plan and Calculations (if applicable)

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

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

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

- Location of existing and proposed buildings and their size including dimensions and total square footage
- Proposed floor plans (if applicable)
- Proposed elevations (if applicable)
- Description of building use for proposed CUP

☐ ***Written Narrative Describing your request:*** A written description of your request for the Conditional Use will be required to be submitted as a part of your application. The description must include the following:

- Description of operation or use
- Number of employees (if applicable, if not state why)
- Sewer and water flow/user rates (if applicable, if not state why)
- Any soil limitations for the intended use, and plan indicating conservation/BMP's
- Hours of operations, including days and times (if applicable)
- Describe how you believe the requested conditional use fits the City's Comprehensive Plan

Docusign Envelope ID: D0C00F0B-1807-89E7-81B9-C3EC1FB17D7E

Conditional Use Permit Checklist:

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

☐ Paid Application Fee: $500

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

Materials that may be required upon request:

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

☐ Full scale plans at a scale not smaller than 1”=100’

☐ ***Sanitary and stormwater plans.*** Sanitary and/or stormwater plans may be requested depending on the proposal of the Conditional Use Permit.

☐ ***Wetland Delineation.*** If the proposed project is near a potential wetland boundary or setback, delineation may be required to fully evaluate and approve, or deny, the Conditional Use Permit.

Larkin Hoffman

8300 Norman Center Drive
Suite 1000
Minneapolis, MN 55437-1060
General: 952-835-3800
Fax: 952-896-3333
www.larkinhoffman.com

September 15, 2026

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

Re: *Conditional Use Permit Application- 11220 Manning Trail*

Dear Ms. Haskamp:

Our firm represents Jacob McClure, the owner and occupant of the property located at 11220 Manning Trail (the "Property"). We write regarding the City's July 21, 2026 determination (the "Determination") declining to process Mr. McClure's application for a conditional use permit for his home-based landscaping business, Rock N' Block Outdoor Solutions (the "Business"). Mr. McClure submits the attached supplemental application (the "Application") and respectfully requests that the City reconsider the Determination, accept the Application, and process it under the conditional-use procedures established by the City Code.

The Determination rests on a classification error. The relevant use is not a freestanding "landscaping business." It is a "Home occupation (not meeting criteria)," a use the City's Table of Uses expressly classifies as conditional in the A-2 District. The fact that the Business may not satisfy every criterion for a permitted Home Occupation does not make it ineligible for review. It is the reason conditional-use review is required.

I. The Business Falls Within the Threshold Definition of a Home Occupation.

Section 32-1 broadly defines a Home Occupation as "any gainful occupation or profession" conducted on residential premises by an occupant and clearly incidental to the use of the dwelling for residential purposes. Mr. McClure owns, occupies, and has homesteaded the Property as his residence. The Property's principal use remains residential, and the limited Business activities conducted there remain incidental and subordinate to that use.

Landscaping services are performed at customer locations. Activity at the Property is limited to administrative work, storage of vehicles and equipment within the existing pole barn and designated screened areas, and brief staging before employees depart for off-site job locations. No retail sales, customer visits, customer work, or bulk landscape-material storage occurs at the Property.

The phrase "engaged in by an occupant only" does not remove the Business from the threshold definition merely because nonresident employees briefly report to the Property. Mr. McClure is the occupant who owns, operates, and conducts the Business from his residence. The Code separately identifies nonresident employees as a criterion for a permitted Home Occupation. Reading the threshold phrase to prohibit every Home Occupation involving a nonresident employee redundant and eliminate the conditional-use pathway the Code expressly provides.

The Determination also appears to rely, at least in part, on exterior conditions and traffic observed during residential remodeling of the Property. The exterior dumpster, waste-hauling activity, construction deliveries, and associated truck traffic were related to that residential work, not to the Business. Those temporary residential activities should not be attributed to the continuing Business or used to define the scope or intensity of the Home Occupation described in the Application.

II. The Code Expressly Authorizes Conditional-Use Review of a Home Occupation That Does Not Meet the Permitted-Use Criteria.

After defining Home Occupation, Section 32-1 states that the listed criteria must be met "or the proposed use must be established as a conditional use in the zoning district proposed and proper permit obtained." The provision therefore creates two paths: a Home Occupation meeting the criteria may proceed as a permitted use, while a Home Occupation not meeting the criteria must obtain conditional-use approval where the Table of Uses allows it.

Section 32-245 does exactly that in the A-2 District. The Table of Uses separately classifies "Home occupations (meeting criteria)" as permitted and "Home occupations (not meeting criteria)" as conditional. Section 32-245(a) further confirms that, when a use appears in both a permitted and a conditional classification, the more restrictive classification applies. Here, the Application invokes the more restrictive classification and seeks a CUP.

The Determination identifies nonresident employees, business-related traffic, accessory-building or exterior activity, detectable impacts, and outside storage as reasons the Business does not meet all criteria for permitted status. Those issues may be evaluated through the CUP process. They do not eliminate the conditional-use classification or convert the Business into a prohibited use before that review occurs.

III. The City's 2015 Adoption Record Confirms This Reading.

The City's 2015 revisions to the definition of “Home Occupation” confirms how the City intended this framework to operate. When the Council considered the proposed amendments on January 6, 2015, staff described the issue as determining "what home occupations are permitted with a certificate of compliance versus which home occupations require a conditional use permit." Staff explained that "[h]ome occupations that *do not meet the criteria have always required a CUP* and there is no recommendation to change that." The City Attorney similarly explained that "[a] CUP relates to the intensity of uses."

The Council then adopted the current framework, which incorporated the supplemental criteria into the definition and maintained the separate classifications for Home Occupations meeting those criteria and Home Occupations not meeting them. That history is consistent with the Code's plain language: failure to satisfy all criteria changes the required approval process; it does not categorically prohibit Home Occupation.

IV. The City's Competing Interpretation Conflicts with the Code as a Whole.

The Determination concludes that a CUP is unavailable because a landscaping business is not independently listed as a permitted or conditional use in the A-2 District. But the applicable classification is not "landscaping business." It is "Home occupation (not meeting criteria)." Requiring the underlying occupation to appear as a separately listed conditional use would deprive that broader classification of meaningful effect.

Under the City's interpretation, a Home Occupation that satisfies every criterion is permitted, while one that fails a criterion is prohibited unless the occupation happens to be separately listed as conditional. That reading does not give effect to the Code's express alternative- meet the criteria or obtain conditional-use approval. It renders the conditional classification for Home Occupations *not meeting criteria* meaningless.

The CUP process is the mechanism the Code establishes to evaluate intensity after already having determined that the use is appropriate for the zoning district. Through that process, the City may consider the Business's employees, traffic, storage, hours, and potential off-site impacts; impose reasonable conditions; or deny the Application after the required public hearing and review if legally sufficient findings support denial. Concerns about intensity do not justify withholding the process created to evaluate those concerns.

V. Any Remaining Ambiguity Must Be Resolved in Favor of Allowing the Application to Proceed.

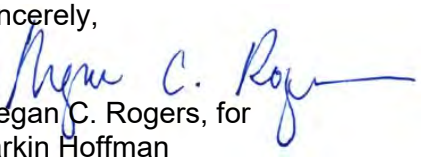
The Minnesota Supreme Court has long held that zoning ordinances are to be construed: (1) according to their plain and ordinary meaning; (2) strictly against a city and in favor of a landowner; and (3) in light of their underlying policy goals. *Frank's Nursery Sales, Inc. v. City of Roseville*, 295 N.W.2d 604, 608 (Minn. 1980). The courts hold zoning authorities "strictly" to their zoning standards. *Id.* Weight must be given to the interpretation of the ordinance that, "while still within the confines of the [ordinance], is least restrictive upon the rights of the property owner to use [its] land as [it] wishes." *Id*. at 608-609.

Courts have frequently relied upon these principles of interpretation to reverse governmental refusals to permit uses of land. Id. at 608-609 (rejecting City of Roseville's conclusion proposed store selling lawn, garden, plant, and some craft items was not a "lawn and garden" center under city ordinance and affirming district court's order directing issuance of building permit). Mr. McClure's interpretation gives effect to the definition, the alternative approval language, and both Home Occupation classifications without guaranteeing approval. The City's interpretation eliminates the expressly identified conditional-use pathway whenever the underlying occupation is not separately listed. At a minimum, the competing interpretations establish ambiguity.

VI. Requested Action.

For these reasons, Mr. McClure respectfully requests that the City accept the supplemental Application as complete for processing and process the Application under the City's applicable conditional-use procedures. Mr. McClure submits the supplemental materials without waiving his objection to the Determination or any administrative or judicial right to seek review of the City's refusal to process the Application. We are always available to discuss the Application and any materials reasonably required to place it on the applicable review schedule.

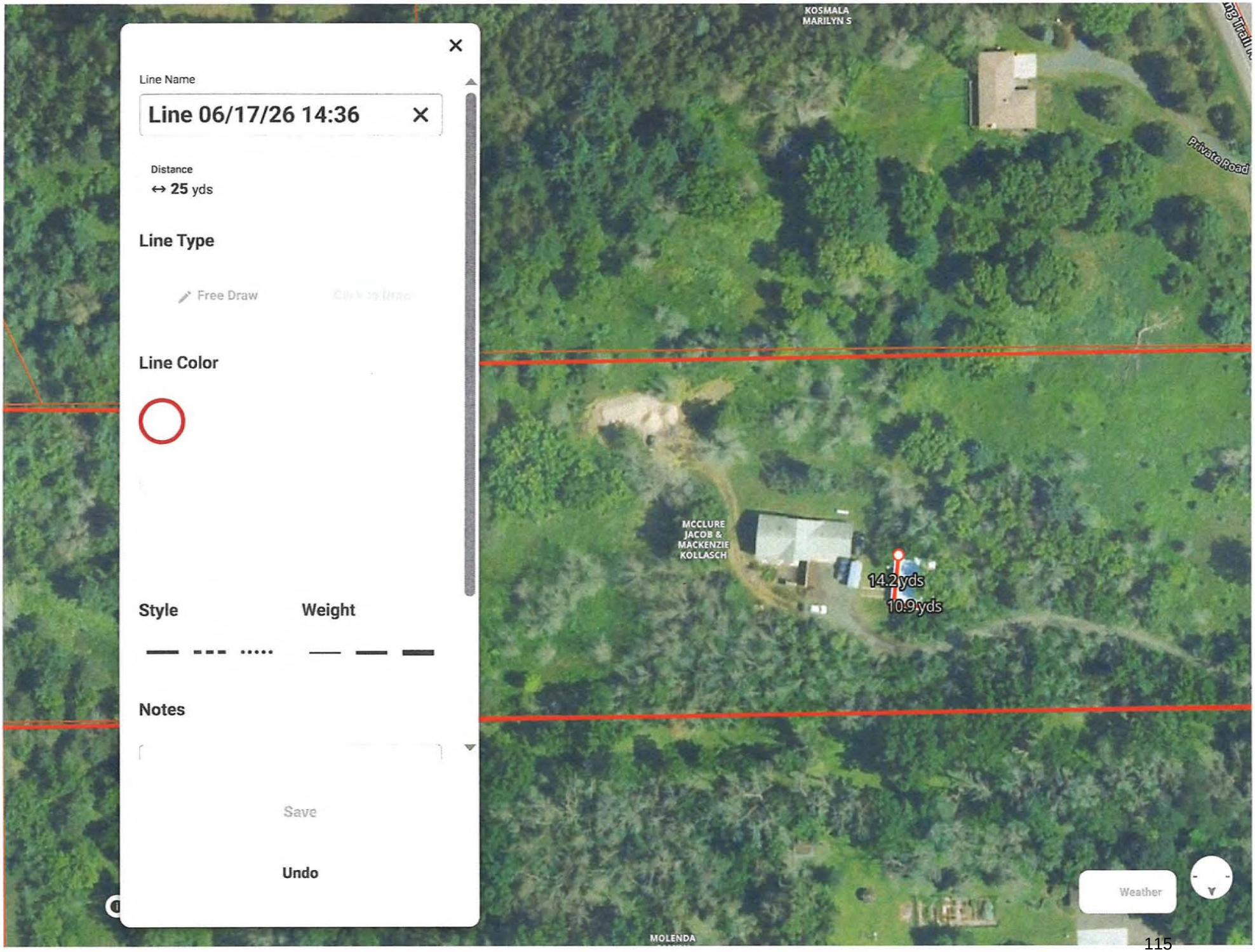
Sincerely,



Megan C. Rogers, for
Larkin Hoffman
Direct Dial: (952) 896-3395
Direct Fax: (952) 842-1847
Email: mrogers@larkinhoffman.com


Line 06/17/26 13:58
06/17/26, 1:58 PM
Hide on map
Elevation
982 ft
966 ft
Distance
↔ 924 yds
Elevation Gain
↗ 0 ft
Elevation Loss
↘ 0 ft
Share
Edit
Add to Folder
See More
LIEN ANDREA & DANIEL P
Private Road
RICE THOMAS A & CINDY L
Manning Trail North
EDISON DONALD J & SARA J
RITCHIE QUENTIN
KOSMALA MARILYN S
CROCKER FOREST F
252.6yds
113.7yds
98.4yds
MCCLURE JACOB & MACKENZIE KOLLASCH
371.8yds
LESLEE G MASON REV TRS
MOLENDA FAMILY TRUST
KLOEK JAMES R & WENDY J
Weather


MN Private Lands
MCCLURE JACOB & MACKENZIE KOLLASCH
Overview
Content
Weather
Range Radius
MN Private Lands
Owner
MCCLURE JACOB & MACKENZIE KOLLASCH
Copy
Tax Address
11220 MANNING TRL N STILLWATER MN 55082
Copy
County
Washington
Area (Acres)
7.49
Learn about this land
Beta
How should I hunt here?
Summarize this property for me
Help me optimize my layers
When should I hunt this spot?
What's the weather here?
Ask something else
Coordinates
45.11173, -92.86779
Copy
Elevation
LIEN ANDREA & DANIEL P
Private Road
RITCHIE QUENTIN
KOSMALA MARILYN S
RICE THOMAS A & CINDY L
EDISON DONALD J & SARA J
CROCKER FOREST F
LESLEE G MASON REV TRS
MOLENDA FAMILY TRUST
KLOEK JAMES R & WENDY J
Manning Trail North
Weather


Line Name
Line 06/17/26 14:36
Distance
↔ 25 yds
Line Type
Free Draw
Line Color
Style
Weight
Notes
Save
Undo
KOSMALA
MARILYN S
Private Road
MCCLURE
JACOB &
MACKENZIE
KOLLASCH
14.2yds
10.9yds
Weather
MOLENDA


Line 06/17/26 14:34
06/17/26, 2:34 PM
Hide on map
Elevation
981 ft
971 ft
Distance
↔ 693 yds
Elevation Gain
↗ 0 ft
Elevation Loss
↘ 0 ft
Share
Edit
Add to Folder
See More
NESSE J PAUL & VALERIE S
SCANLON JOHN M & JULIE A
SCHNEIDER RICHARD J & KIMBERLY F
KAPPES TIMOTHY J & DANA L
OWENS MARK & JENNIFER
115th Street North
Private Road
Manning Trail North
RICE THOMAS A & CINDY L
RITCHIE QUENTIN
EDISON DONALD J & SARA J
KOSMALA MARILYN S
HENDRIE CHRISTIAN & AMIE
66.7yds
253.7yds
118.1yds
35yds
MOLENDA FAMILY TRUST
TURNER LAWRENCE ETAL
KLOEK JAMES R & WENDY J
CHURCH
Weather



Utilities (Elec./gas)
Approx.



Existing driveway, turnaround, parking

Weather



Existing native vegitation screening













SITE USE PLAN

CONDITIONAL USE PERMIT SUPPORTING EXHIBIT | CITY OF GRANT, MINNESOTA

11220 MANNING TRAIL N

EXISTING SITE CONDITIONS



AERIAL EXHIBIT | North is up in the supplied image. Colored boundaries follow the owner markup.

SITE FEATURES & MEASUREMENTS

1 EXISTING RESIDENCE

Circled on aerial; address shown as 11220.

2 EXISTING POLE BARN

Approx. 1,500 sq ft | 139.4 m²
Perimeter: approx. 50 m | 164.0 ft

3 TRUCK / TRAILER PARKING

Approx. 2,800 sq ft | 260.1 m²
Approx. 4 parking stalls

4 EXISTING DRIVEWAY / TURNAROUND

Approx. 19,000 sq ft | 1,765.2 m²
Perimeter: approx. 340 m | 1,115.5 ft

APPROXIMATE GRAPHIC SCALE

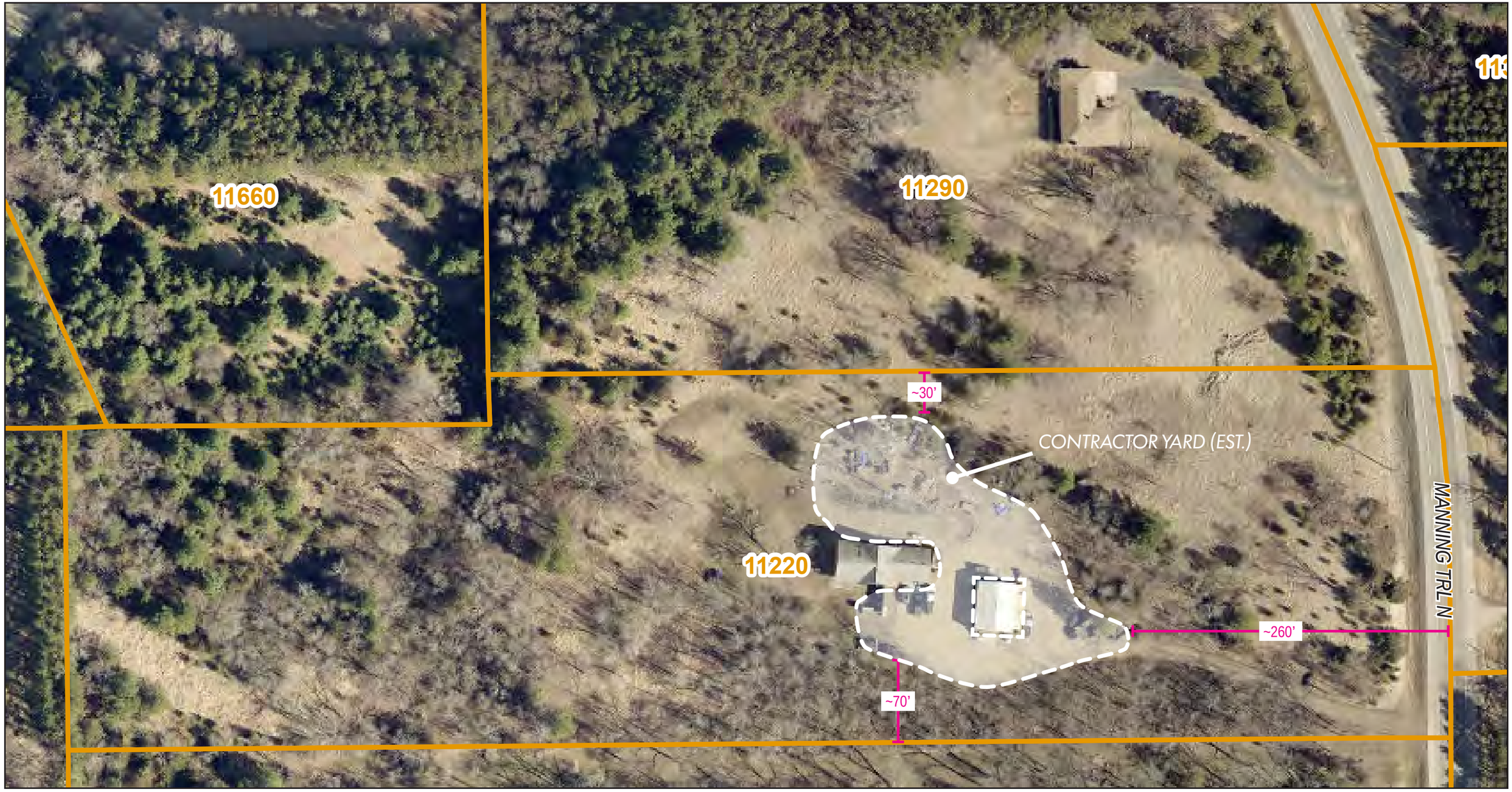
0 50 ft 100 ft

SITE AREA

Yellow outline: approx. 19,000 sq ft (1,765.2 m²) | Perimeter: approx. 340 m (1,115.5 ft).

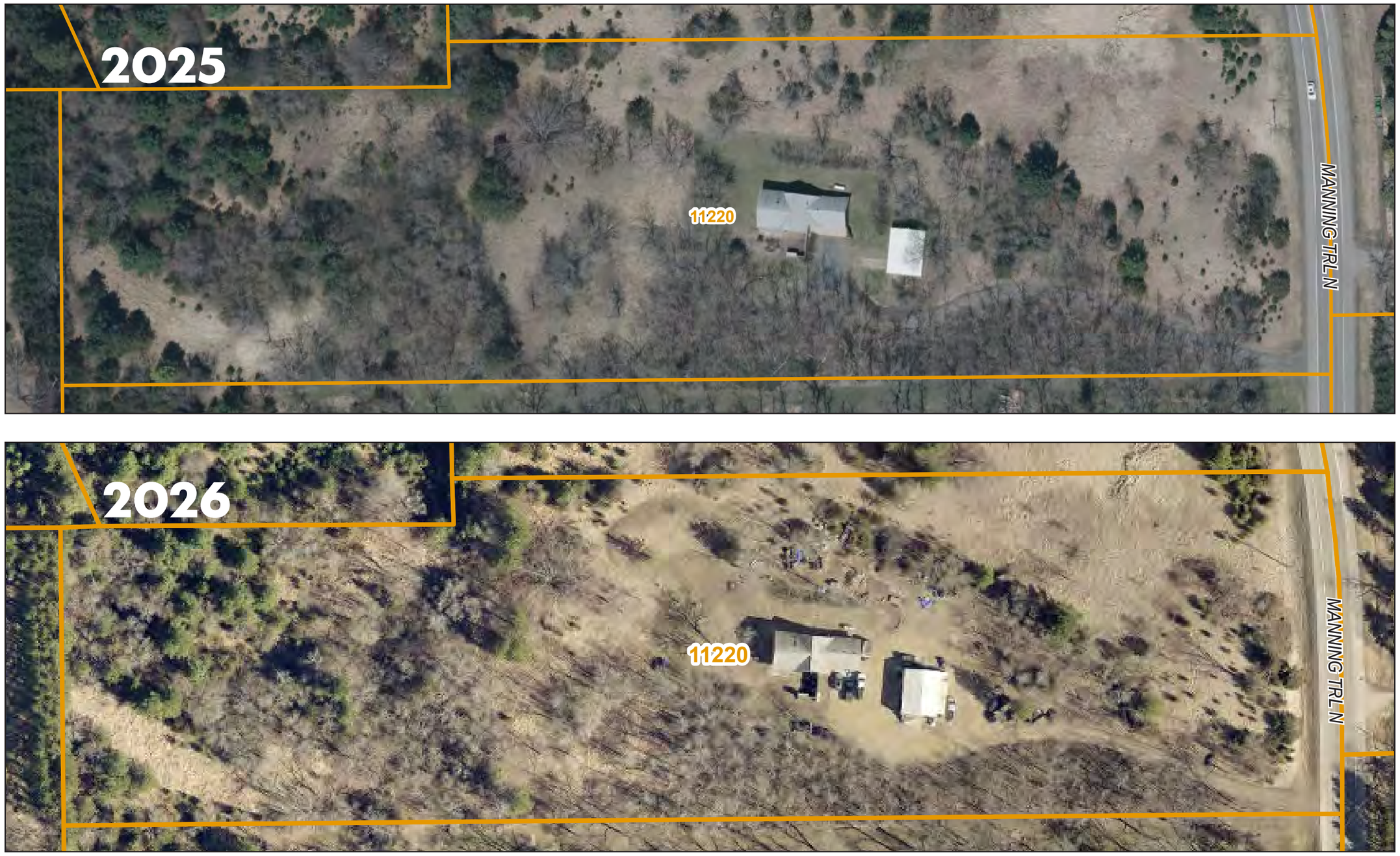
11220 MANNING TRAIL N | GRANT, MN

FIGURE 1. 2026 AERIAL + EXISTING CONDITIONS



Source: Washington County GIS, 2026 Aerial

FIGURE 2. 2025 + 2026 CONDITIONS



Source: Washington County GIS, 2024 and 2026 Aerials

CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2026-38

RESOLUTION TERMINATING A METROPOLITAN AGRICULTURAL PRESERVE AND COVENANT BY MAJORITY VOTE OF THE AUTHORITY PURSUANT TO MINNESOTA STATUTES SECTION 473H.09

WHEREAS, the City of Grant (the "City") is the local authority exercising planning and zoning authority over land within its jurisdiction and is the "authority" for purposes of the Metropolitan Agricultural Preserves Act, Minnesota Statutes, chapter 473H; and

WHEREAS, Savannah M. Doerr and Alex A. Doerr Trust (the "Landowner") is the record fee owner of certain real property located in the City and Washington County, Minnesota, that is enrolled as a metropolitan agricultural preserve, legally described as:

> The Southeast Quarter of the Southeast Quarter (SE 1/4 of SE 1/4) of Section Twenty-Seven (27), Township Thirty (30), Range Twenty-One (21) according to the U.S. Government survey thereof, Washington County, Minnesota;
>
> Parcel I.D. Number 27.030.21.44.0001, consisting of 40.3 acres (the "Property"); and

WHEREAS, the Landowner has submitted to the City a written Request by Landowner(s) for Termination of Metropolitan Agricultural Preserve by Majority Vote of Authority, on the form provided by the Commissioner of Agriculture, requesting that the City terminate the agricultural preserve and the restrictive covenant on the Property pursuant to Minnesota Statutes, section 473H.09, subdivision 3; and

WHEREAS, the Landowner's request represents that it is made at least eight years after commencement of the preserve, as required by Minnesota Statutes, section 473H.09, subdivision 3; and

WHEREAS, under Minnesota Statutes, section 473H.09, subdivision 3, termination of an agricultural preserve and covenant requested under that subdivision becomes effective only upon approval by a majority vote of the authority; and

WHEREAS, the City Council has reviewed the Landowner's request and finds that it satisfies the requirements of Minnesota Statutes, section 473H.09, subdivision 3;

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

1. The City Council, by majority vote, hereby approves the Landowner's request and terminates the metropolitan agricultural preserve and the associated restrictive covenant on the Property, pursuant to Minnesota Statutes, section 473H.09, subdivision 3.

DRAFT

2. The Mayor, City Clerk, and other authorized representatives of the City are hereby authorized and directed to execute the certification of the Authority's approval on the form provided by the Commissioner of Agriculture, and to take such further actions as are necessary to carry out this Resolution, including providing notice and causing the termination to be recorded and reported as required by Minnesota Statutes, chapter 473H.

Adopted by the Grant City Council this _____ day of _____, 20____.

_____

Jeff Giefer, Mayor

ATTEST

_____

Lacey Smieja, City Administrator/Clerk-Treasurer

DRAFT

CITY OF GRANT, MN

2027-2031 Recycling Services Agreement Renewal Proposal Overview

Continuing a Strong Partnership
WM and the City of Grant collaborated on a renewal agreement that maintains reliable recycling service while adding new benefits for residents and the community. The proposed agreement provides five years of continued every-other-week curbside recycling service beginning January 1, 2027.

Proposal Highlights	Details
Contract Term	Five-year agreement (2027-2031) with two optional one-year extensions
Service	Every-other-week curbside recycling collection
Annual Adjustment	Fixed 5% annual adjustment for budget predictability
Fuel Surcharge	Eliminated under the new agreement
Existing Carts	Residents may keep their current carts with no required exchanges. All cart changes and swaps remain at no cost to residents.

Community Benefits Included at No Additional Cost

- Five (5) annual trash roll-off containers for the City cleanup event, including delivery, removal, and disposal.
- Annual $500 scholarship for a Grant high school senior pursuing environmental or related studies.
- Complimentary trash and recycling service available for City Hall at 8380 Kimbro Avenue North if the City elects to utilize it.

Proposed Residential Monthly Recycling Rates (5% annual adjustment already included)

Recycling Collection (Every Other Week)	2027	2028	2029	2030	2031
All Carts (Any Size)	$5.40	$5.67	$5.95	$6.25	$6.56

2027-2031 RECYCLING SERVICES AGREEMENT

THIS RECYCLING SERVICES AGREEMENT ("Agreement") is made this _____ day of _____, 2027 (the "Effective Date") by and between WASTE MANAGEMENT OF MINNESOTA, INC., a corporation organized and existing under the laws of the State of Minnesota (hereafter "Company"), and the City of Grant, a municipal corporation created under the laws of the State of Minnesota (hereafter "City") (Company and City each a "Party" and collectively the "Parties").

WHEREAS, the City of Grant desires to provide its citizens with environmentally sound collection, disposal and processing of recyclable materials; and

WHEREAS, Company and its affiliates have extensive experience in providing such services; and

WHEREAS, the City of Grant has determined that it would be in the best interests of its citizens to contract with Company for such services in accordance with the terms and conditions contained herein.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Company and City agree as follows:

1. DEFINITIONS

a. "**Applicable Law**" means any law, regulation, requirement, or order of any Federal, State or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to this Agreement.

b. "**Bin**" means a heavy plastic receptacle with a hinged plastic lid and a capacity of between one (1) and eight (8) cubic yards, designed or intended to be mechanically dumped into a packer type truck.

c. "**Bulky Waste**" means large household items that do not properly fit in the Service Recipient's Cart and meet the following criteria: (i) do not exceed four feet by four feet by two feet (4'x4'x2'); (ii) weigh no more than sixty (60) pounds and can be safely lifted by one person; (iii) do not include any Unacceptable Waste, automotive parts, tree stumps, oil or gas, propane tanks, C&D Debris, or batteries; and (iv) are attributed to the normal activities of a Single-Family Premises. Such materials may include bundled or bagged Solid Waste, furniture, area and floor rugs properly prepared (cut and bundled), small appliances, and tires without rims. All liquids must be drained; no item may contain Freon.

d. "**Cart**" means a watertight heavy plastic receptacle with a rated capacity of approximately thirty-five (35), sixty-four (64) or ninety-six (96) gallons, having a hinged, tight-fitting lid, and two (2) wheels.

e. "**Collection Service(s)**" means the process by which Recyclables are removed from Residential Premises, transported to a transfer, disposal or Processing facility, and subsequently disposed or processed.

f. "**Construction and Demolition Debris"** or **"C&D Debris**" means materials resulting from construction, remodeling, repair, or demolition operations on any Residential Premises. Such materials include, but are not limited to, dirt, sand, rock, bricks, plaster, gypsum wallboard, aluminum, glass, asphalt material, plastic pipe, roofing material, carpeting, concrete, wood, masonry, trees, remnants of new construction materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, and packaging. With the exception of soil, concrete and asphalt, Construction and Demolition Debris does not include Unacceptable Waste.

g. "**Container**" means a Bin, Cart or Roll-Off Container.

h. "**Annual Adjustment**" means the automatic increase to the Rates occurring on each Adjustment Date (June 1st), equal to a fixed annual increase of five percent (5%), commencing one (1) year after the Commencement Date and annually thereafter.

i. "**Dwelling Unit**" means any individual living unit that includes a kitchen, and a room or suite of rooms, and is designed or occupied as separate living quarters for an individual or group of individuals. However, Dwelling Unit does not include a hotel or motel unit.

j. "**Food Waste**" means Solid Waste composed of animal, fruit or vegetable matter resulting from food preparation or consumption, as well as food-soiled compostable paper products.

k. "**Premises**" means any parcel of real property in the Service Area where Solid Waste is generated or accumulated.

l. **"Process" or "Processing"** means an operation or series of operations, whether involving equipment, manual labor, or mechanical or biological processes, that sorts, enhances, upgrades, concentrates, decontaminates, packages or otherwise prepares Recyclables, Organics Waste, or other Solid Waste, and returns marketable elements thereof to the economic mainstream in the form of raw material for new, reused or reconstituted products. Processing begins at the time the Recyclables, Organic Waste, or Solid Waste is delivered to the Processing facility and ends when the finished Processed materials are sold or reused and the residue is properly disposed.

m. **"Rates"** means the fees to be charged by Company to Service Recipients, and paid by Service Recipients to Company, for the Collection Services and other services provided by Company and included on Exhibit "A" attached hereto, as such may be adjusted from time to time.

n. "**Recyclables**" means the materials described as such in Exhibit "B" attached hereto.

o. "**Refuse**" means Solid Waste that is set out for collection and disposal pursuant to this Agreement. Refuse does not include Recyclables or Yard Waste set out for collection, nor does it include Unacceptable Waste.

p. "**Residential Premises**" means a Single-Family Premises or Multi-Family Complex.

q. "**Roll-Off Container**" means an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle. Roll-Off Containers may also include compactors that are owned or leased by a Service Recipient, contingent upon confirmation of compatibility from Company.

r. "**Service Area**" means (i) the entire territory included within the City limits as of the Effective Date of this Agreement; and (ii) such additional area as may thereafter become included with the City limits from time to time due to annexation, incorporation or other means, but only from and after the time that the Company is able to provide collection services in such additional area and has reached agreement with the City as to the rates for services, and except to the extent providing such services may be otherwise prohibited by law.

s. "**Service Recipient**" means an owner or occupant of a Residential Premises who has the legal right to initiate, cancel or make changes to Collection Services.

t. "**Single-Family Premises**" means (i) any Premises with one dwelling unit.

u. "**Solid Waste**" means all putrescible and non-putrescible solid, semi-solid, and liquid wastes that are generated or coming to exist in the Service Area, including discarded Recyclables and Yard Waste, but excluding Unacceptable Waste.

v. "**Unacceptable Waste**" means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Company's equipment of facilities, or present a substantial endangerment to the health or safety of the public or Company's employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.

2. **TERM**. The Term of this Agreement shall be for 5 years commencing on January 1st, 2027 ("Commencement Date") and expiring December 31st, 2031, with two (2) automatic extensions of 1 year each, unless either Party gives the other at least 365 days' advance written notice of the intention to terminate the Agreement at the end of the then-current term.

3. **EXCLUSIVE RIGHT; EXCEPTIONS; ENFORCEMENT**.

a. The City does hereby grant to Company and Company shall have the exclusive duty, right and privilege to provide Collection Services or otherwise handle all Recyclables generated, deposited, accumulated or coming to exist at Residential Premises in the Service Area. Collection Services which are not specifically described in this Agreement will be provided according to terms and pricing established by Company. Subject to Section 3(b) below, all Residential

Premises within the Service Area shall be required by City to utilize the Collection Services of Company as provided herein. All Single-Family Premises shall establish Collection Services separately and two or more Single-Family Premises shall not be permitted to share Collection Services under a single account. Company shall have the right to bill and collect payment for all Residential Premises in the Service Area, regardless of whether such Residential Premises receive Company's Collection Services.

b. Notwithstanding the above, nothing in this Agreement shall prevent any owner, occupant or tenant of a Residential Premises from personally handling, hauling, or transporting Solid Waste generated by or from such Premises for purposes of disposing of the same at an authorized disposal area or transfer station, nor shall anything in this Agreement affect or limit the right of any person to sell Recyclables (i.e., receipt of a net payment) to any person lawfully engaged in the recycling business in the Service Area or to donate Recyclables to any bona fide charity, provided that all such Recyclables are separated by the generator.

c. The City shall use good faith efforts to protect and enforce the exclusive rights of Company through appropriate ordinances and enforcement of those ordinances against third party violators. Company may independently enforce the exclusivity provision of this Agreement against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by Company.

4. COLLECTION SERVICES.

a. Containers.

i. Company shall provide each Single-Family Premises with one cart for Recyclables. Company will own all Containers provided to Service Recipients hereunder, unless purchased by Service Recipient, and Service Recipient shall empty and allow Company to retrieve all Company Containers at the termination or expiration of this Agreement.

ii. Company shall replace any Container that becomes damaged or destroyed during the provision of the Collection Services, or that becomes unusable due to ordinary wear and tear at no cost. However, if a Container in the possession of a Service Recipient is lost, stolen, damaged, or destroyed through no fault of Company, the Service Recipient shall be responsible to compensate Company the fair market value for the replacement or repair of such Container. Service Recipients will be responsible for maintaining the cleanliness of Containers, although Service Recipients may request a Container exchange at no cost. Service Recipients may not, themselves or through a third party, mechanically compact materials placed in Company-provided Containers.

b. Collection Location, Frequency and Time.

i. Recyclables shall be collected from the curbside Every Other Week from all residential properties or Dwelling Units in the City. Collections shall occur during ordinary hours but in no instance earlier than 7 a.m. or later than 5 p.m.

c. Overweight Containers. The Company may refuse to collect any Recyclables Container which the Company reasonably believes to be overweight. A Container shall be considered "overweight" if the total weight of the Container and contents exceeds two times the volume capacity of said Container (e.g., 192 pounds for a 96-gallon Cart). The Company shall provide notification to the Service Recipient regarding each instance of non-collection.

d. Disposal and Processing. Company shall dispose or arrange to dispose of the Recyclables collected under this Agreement only at facilities that are licensed and permitted to accept such materials.

e. Holiday Schedule. The following days shall be designated holidays on which the Collection Services shall not be provided: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a designated holiday falls on a regularly scheduled service day, Collection Services will be performed on the next weekday. Operations support and customer service are not required to be provided on Holidays.

f. Customer Services. All Service Recipient contacts and requests will be made through one of the Company's customer experience (CE) channels, which may include phone, chat, and contact back. Company shall have sufficient tools in place to handle the volume of contacts experienced on a monthly average. CE is generally closed on weekends and the following holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

g. Special Services. From time to time, Service Recipients may request performance of special services, for which a rate is not provided in Exhibit "A". Company shall make good faith efforts to provide the requested service at a reasonable rate negotiated with the Service Recipient.

h. Compliance with Laws. The Collection Services shall be performed in accordance with Applicable Law.

i. Personnel and Equipment. The Collection Services shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles to complete the Collection Services in a safe and timely manner.

j. Supervision. Company shall provide competent supervision in charge of working crews at all times while providing the Collection Service.

k. Missed Pick-Ups and Complaints. All Recyclables Containers, scheduled for collection, must be placed at the curb or other designated location and ready for pick-up before 7:00 a.m. on the collection day; any Containers not collected because they are not at the curb or other designated location on time shall not be considered a missed pick-up. All complaints as to Company's provision of the Collection Services, including alleged missed pick-ups, shall be given prompt and courteous attention. Company shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of Uncontrollable Circumstances within one (1) week, conditions permitting Company shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of Uncontrollable Circumstances within one work day, conditions permitting.

l. Natural Disasters. Company will use commercially reasonable efforts to assist City, at the City's request, with emergency collection service in the event of major disaster, such as an earthquake, storm, riot or civil disturbance, by providing equipment and drivers based on negotiated services and rates between City and Company. City is not required to utilize the services of Company. In addition, where the disaster results in the loss of Service Recipient containers, Company shall replace the containers, and City shall reimburse Company for the cost of replacement.

5. SERVICE RECIPIENT BILLING. The City shall invoice and collect payments from Service Recipients, and shall compensate the Company monthly for Collection Services, in a total amount based upon the service charges for Collection Services, as they may be adjusted from time to time, and any applicable additional charges, as provided in Exhibit "A". In calculating such monthly compensation to the Company, the applicable per unit rates shall be multiplied by the number of Service Recipients; ancillary and non-recurring charges submitted by Company will be added to such amount. The aggregate number of such Service Recipients is currently estimated by the City to be as follows as of the effective date of this Agreement: 1,519 Single-Family Premises. The City shall provide an updated Service Recipient count annually, using the form attached hereto as Exhibit "C", within ten (10) days of the end of each year.

a. Company Submittal of Invoicing Information. On or before the 10th of each month, Company shall provide the City an invoice for services provided based on the then-current Service Recipient count for Cart services and Bin services for the previous month, as well as ancillary and non-recurring charges. The City shall pay invoices within thirty (30) days of the invoice date. Payment by the City shall be made by check, wire transfer or ACH debit. The City shall pay a late fee on all past due amounts accruing from the date of the invoice at a rate of two and one-half percent (2.5%) per month.

b. Additional and Unbilled Services. Where a Service Recipient requests services not billed by the City, or Company identifies additional services that are being provided but that are not billed by the City, Company may bill Service Recipient for those services in accordance with this Agreement. Additional and unbilled services provided during a calendar month shall be recorded on the form provided as Exhibit "D" and submitted to City with Company's monthly invoice.

6. SERVICE RATES.

a. Service Rate Schedule. Company shall provide the Collection Services for the rates set forth in Exhibit "A" (the "Rates"), and the same may be adjusted in accordance with this Section 6.

b. Annual Adjustment to Rates. Commencing on the date which is one (1) year after the Commencement Date, and on the same date annually thereafter (each, an "Adjustment Date"), the Rates shall be increased by a fixed annual rate of five percent (5%). The parties acknowledge and agree that such fixed annual

increases have been pre-calculated and are fully reflected in Exhibit A, and no additional or separate adjustment calculation shall apply.

c. Extraordinary Adjustments. In addition to the annual adjustment provided by subsection (b) above, the Rates may, upon written request of Company, be further adjusted after mutual agreement between City and Contractor to address increased expenses and lost revenue associated with performance of the Collection Services hereunder due to any one or more of the following causes:

1. Uncontrollable Circumstance (see Section 10);
2. Changes in Applicable Law that is effective after the Effective Date of this Agreement;
3. Increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the Collection Services;
4. Changes in baseline assumptions, such as changes in volumes collected and changes in the amount of container contamination;
5. Increase in the cost of transportation, including fuel and third-party transportation costs, as determined by reference to the Energy Information Administration of the U.S. Department of Energy's ("EIA/DOE") Weekly Retail on Highway Diesel Prices for the U.S.
6. Changes in the cost of labor as determined by the U.S. Bureau of Labor Standards, Employment Cost Index CIU201000052000001, Total compensation, Private industry, Transportation and material moving, Collective Bargaining Agreement or Actual Labor and Benefits Increases (or an equivalent).
7. Changes in the cost of equipment as determined by the U.S. Bureau of Labor Standards, Producer Price Index, PCU336120336120, Heavy duty truck manufacturing and costs arising from supply chain impacts (or an equivalent).
8. Any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Company.

If Company requests a Rate adjustment pursuant to this Section 6(c), it shall prepare a Rate adjustment request setting forth its calculations of the increased costs/lost revenue and accompanying adjustment to the Rates necessary to offset such increased costs/lost revenue. The City may request documentation and data reasonably necessary to evaluate such request by Company, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the City shall take reasonable steps, consistent with Applicable Law, to protect the confidential or proprietary nature of any data or information supplied by Company.

In addition, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the City shall approve the Rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to Service Recipients by the date the same are effective.

7. DEFAULT AND TERMINATION

Except as otherwise provided in Section 10 (Force Majeure), the failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice to the other Party of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement; provided, however, if the particular default is not reasonably capable of being cured within 30 days, then the defaulting Party will have such number of days to cure as is reasonable under the circumstances. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement by written notice to the defaulting Party. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall either Party be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

DRAFT

8. INDEPENDENT CONTRACTOR

Company shall perform the Collection Services as an independent contractor. Company, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the City for any purpose whatsoever under this Agreement or otherwise. Company at all times shall have exclusive control of the performance of the Collection Services. Nothing in this Agreement shall be construed to give City any right or duty to supervise or control Company, its officers, employees, agents, contractors, or subcontractors, or to determine the manner in which Company shall perform its obligations under the Agreement.

9. SUBCONTRACTORS

Company shall not use subcontractors to perform the Collection Services described hereunder unless Company has obtained prior written approval from the City, which approval shall not be unreasonably delayed or withheld. In the event that written approval is obtained, Company shall remain liable to the City for the subcontractor's performance of the Collection Services as if they were being provided by Company itself.

10. FORCE MAJEURE

Except for the failure to make payment when due, neither Party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected Party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics or epidemics, industry-wide labor or equipment shortages, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a Party.

11. INDEMNIFICATION

a. Company agrees to indemnify, defend, and hold City harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys' fees and costs of defense, based upon or arising out of Company's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of Company, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

b. To the fullest extent permitted by law, City agrees to indemnify, defend, and hold Company harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys' fees and costs of defense, based upon or arising out of City's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of City, or any of its directors, officers, elected or appointed officials, employees, agents, or subcontractors, in the performance of this Agreement.

c. Notwithstanding any provision in this Agreement to the contrary, Company shall not be responsible for any damage to driving surfaces that is the result of ordinary wear and tear during the performance of the Collection Services.

d. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

12. INSURANCE

Company shall obtain a Solid Waste and Recycling Haulers license from the City of Grant each year and maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement

	Type	Amount
A.	Worker's Compensation	Statutory
B.	Employer's Liability	$500,000
C.	Comprehensive General Liability	$1,000,000 per occurrence
		$1,000,000 aggregate
D.	Automobile Liability (owned and non-owned)	
	i. Bodily Injury	$1,000,000 per occurrence
	ii. Property Damage Liability	$500,000 per occurrence
E.	Excess/Umbrella	$500,000 per occurrence

The City, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement of the Collection Services, Company shall deliver to City certificate(s) of insurance evidencing the required coverages. The certificate(s) shall require at least ten days' notice to the City before cancellation of any such Company policy.

13. MISCELLANEOUS PROVISIONS.

a. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

b. This Agreement shall be construed in accordance with the law of the state in which the Collection Services are provided.

c. All written notification required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, overnight delivery by a nationally-recognized overnight delivery service, or by hand delivery to the Party's address below:

If to Company: Waste Management of Minnesota, Inc.
Attn: Vanesa Gutierrez
10050 Naples St NE
Blaine, MN 55449

If to City: _____
_____
Attn: _____

d. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the Parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

e. In the event either Party successfully enforces its rights against the other hereunder, the other Party shall be required to pay the prevailing Party's attorneys' fees and court costs.

f. Company's rights and obligations under this Agreement may not be assigned without the prior written approval of the City, which shall not be withheld unreasonably nor required with respect to an assignment to an affiliate of Company.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date above.

WASTE MANAGEMENT OF MINNESOTA, INC.

By: _____

Name: _____

Title: _____

CITY OF GRANT, MN

By: _____

Name: _____

Title: _____

DRAFT

EXHIBIT A

All rates below rates are subject to an annual adjustment beginning on January 1st of each year. The Rates shall be increased by a fixed annual rate of five percent (5%). The parties acknowledge and agree that such fixed annual increases have been pre-calculated and are fully reflected in this Exhibit.

Recycling Collection (Every Other Week)	2027	2028	2029	2030	2031
All Carts (Any Size)	$5.40	$5.67	$5.95	$6.25	$6.56
Recycling terms and conditions are outlined in Attachment A – "Single Stream Specifications."					

Annual Scholarship

As part of its commitment to the Grant community, WM shall annually sponsor a $500 scholarship for one graduating high school senior residing in the City of Grant who intends to pursue post-secondary studies in Environmental Science or a related field. Recipient selection shall be made by the school district or its designated scholarship committee.

Annual Cleanup Containers and City Hall Service

WM shall provide up to five (5) trash roll-off containers (sizes to be determined based on city needs) annually for the City's community cleanup event at no charge. In addition, WM shall provide trash and recycling collection services at no charge for the Town Hall location at 8380 Kimbro Avenue North, should the City elect to utilize such services during the term of this Agreement.

DRAFT

EXHIBIT B

SINGLE STREAM SPECIFICATIONS

RECYCLABLE MATERIALS must be dry, loose (not bagged), unshredded, empty, and include ONLY the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Single-sided and double-sided poly-coated Paper cups (ex. coffee cups, fast food cold beverage cups)
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 – empty (ex. yogurt containers, plastic cups, syrup bottles)	Mail, uncoated printing, writing, and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated) (ex. moving boxes, pizza boxes)
Glass food and beverage containers – any color	Magazines, glossy inserts, and pamphlets

Non-Recyclables include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclable Materials)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates	Plastics not listed above including but not limited to those with symbols #3, #4, #6, #7 and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, and paper plates
Any Recyclables less than 4” in size in any dimension	Propane tanks, fuel cannisters
Batteries including Lithium	

DELIVERY SPECIFICATIONS:

Material delivered by or on behalf of Customer may not contain Non-Recyclables or Excluded Materials. “Excluded Materials” means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under

DRAFT

applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment.

Company reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials.

Company may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials. Company may invoice Customers for all costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin.

DRAFT

ELECTION RESULTS FOR THE CITY OF GRANT

NOVEMBER 3, 2026

Registered Voters at 7a.m. = 3,279

On the ballot: 2 Council Member Positions

Candidates	Precinct 1	Precinct 2	Total
John Rog	960	491	1,451
Greg Anderson	1,103	527	1,630
Write Ins	38	20	58

DRAFT

City Council Report for October 2026

To: lacey Smieja City Clerk / Administrator

From: Jack Kramer Building & Code Enforcement Official

City Code Violations:

1. No new violations to report.

Building Permit Activity:

a. Twenty- Two (22) Building Permits were issued for a total valuation of $ 1,410,679.63.

Respectfully submitted,

Jack Kramer

Building & Code Enforcement Official