

KASSON CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, July 27, 2022

6:00 PM

PLEDGE OF ALLEGIANCE

6:00 A. COUNCIL

1. Approve agenda - Make additions, deletions or corrections at this time.
2. Consent Agenda - All matters listed under Item 2, Consent Agenda, are considered to be routine and non-controversial by the City Council and will be enacted with one motion. There will not be separate discussion of these items unless a Council Member so requests, in which case the item will be removed from the Consent Agenda and will be considered separately.

a. Minutes from July 13, 2022

b. Claims processed after the July 13, 2022 regular meeting, as audited for payment

c. Evaluations:

i. James Iem	Police Officer	up one step to grade 10 step 4 \$31.43 eff 8/1/22
ii. Jessica Peterson	Police Officer	up one step to grade 10 step 2 \$29.47 eff 8/1/22
iii. Kelly Bell	Circulation Tech	remove from Probationary Status

d. Committee/Commission/Board Minutes:

i. Fire Department Minutes July

e. Pay Estimate #4 Maguire Iron Watertower \$479,964.95

f. Festival in the Park Resolutions

- i. Volunteers
- ii. Waive Park Hours
- iii. Street Closings

B. VISITORS TO THE COUNCIL

1. Greenstep Visitors

C. MAYOR'S REPORT

D. PUBLIC FORUM

- May not be used to continue discussion on an agenda item that already had been held as a public hearing.
- This section is limited to 15 minutes and each speaker is limited to 4 minutes.
- Speakers not heard will be first to present at the next Council meeting.
- Speakers will only be recognized once.
- Matters under negotiation, litigation or related to personnel will not be discussed.
- Questions posed by a speaker will generally be responded to in writing.
- Speakers will be required to state their name and their address for the record.

E. PUBLIC HEARING

F. COMMITTEE REPORT

G. OLD BUSINESS

1. Organized Collection

- a. Feedback

- 2. Developer Agreement Hamilton

- a. Option Agreement – Phase 2 v2

- b. ROFR – Sand Company Option and v2

H. NEW BUSINESS

- 1. Permit for Secondary Water Meter

- 2. Event Permit

- 3. Cannabis Legislation

- a. Cannabis Regulation FAQs

I. ADMINISTRATOR’S REPORT

- 1. Report

J. ENGINEER’S REPORT

K. PERSONNEL

- 1. Introduction of Ian Albers Community Development Assistant

L. ATTORNEY

- 1. Remote Meetings

M. CORRESPONDENCE

- 1. Filing for Candidacy

N. ADJOURN

KASSON CITY COUNCIL REGULAR MEETING MINUTES

Wednesday, July 13, 2022

6:00 PM

Pursuant to due call and notice thereof, a regular City Council meeting was held at City Hall on the 13th day of July, 2022 at 6:00 PM.

THE FOLLOWING MEMBERS WERE PRESENT: Christensen, Eggler, Ferris and McKern

THE FOLLOWING MEMBERS WERE ABSENT: Burton

THE FOLLOWING WERE ALSO PRESENT: City Administrator Timothy Ibisch, City Clerk Linda Rappe, Police Chief Josh Hanson, Finance Director Nancy Zaworski, City Engineer Theobald, City Attorney Leth, Planner Brad Scheib (via Microsoft Teams) Dave Dubbels, Paul Johnson, Robert Akrapovik, Ryan Nolander, Alissa Oeljenbruns - SMIF,

PLEDGE OF ALLIANCE

APPROVE AGENDA

Add: A.2.k Events Permit

Motion to Approve the Agenda as amended made by Councilperson Eggler, second by Councilperson Christensen with All Voting Aye

CONSENT AGENDA

Minutes from June 22, 2022

Claims processed after the June 22, 2022 regular meeting, as audited for payment in the amount of \$1,446,457.07

Evaluations:

David Greenfield	Library Asst	up one step to Grade 3 Step 5	\$20.20
Barb Thompson	Library Aide	up one step to Grade 2 Step 3	\$17.73
Christine DeLima	Sr Liquor Clk	up two steps to Grade 3 Step 5	\$20.20

Resolution Certifying Delinquent Claims to the County Auditor

Resolution #7.1-22

***Resolution Certifying Delinquent Claims to The County Auditor
(on file)***

Conferences

Jesse Kasel	MN DARE Conf	Aug 7-10, 2022	Walker, MN	\$200
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Pay Estimate

Pay Request #5	Fairgrounds Water Tower	Maguire Iron	\$71,250.00
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Resolution De-certifying Delinquent Claims to the County Auditor

Resolution #7.2-22

***Resolution De-Certifying Delinquent Claims to the County Auditor
(on file)***

Resolution Appointing Election Judges for 2022 Primary and General Elections

Resolution #7.3-22

***Resolution Appointing Election Judges for the 2022 Primary and General Elections
(on file)***

Temporary Liquor License for Kasson Fire Department for Festival in the Park Weekend

Application for Fireworks Permit for Festival in the Park

Event permit for Kasson Legion

Motion to Approve the Consent Agenda made by Councilperson Christensen, second by Councilperson Ferris with All Voting Aye.

PUBLIC HEARING

VISITORS TO THE COUNCIL

Alissa Oeltjenbruns - SMIF Presentation – Ms. Oeltjenbruns updated the Council on what SMIF has been doing over the last two years. Ms. Oeltjenbruns then went over their current projects and early childcare initiatives and trainings for childcare providers to keep up their CEU's and that they work closely with KM School. They also have community vitality, SMIF is funding the Rethos downtown revitalization in Kasson.

MAYOR'S REPORT

IRIS Proclamation – Administrator Ibisch stated that this is a preview of a proclamation that will be coming in October 15 2022 as infants Remembered in Silence.

PUBLIC FORUM

COMMITTEE REPORTS

Schuette Comp Plan and Zoning – Administrator Ibisch gave the background and the public hearing was held Monday at the Planning Commission meeting and there were no comments. Mr. Schuette would like to change the use of this property to commercial and to rezone the property from DH to C-3 Highway Commercial.

Resolution Amending the Future Land use Designation – Motion to Approve the future land use designation made by Councilmember Christensen, second by Councilperson Egler with All Voting Aye.

Resolution #7.4-22

***RESOLUTION APPROVING AMENDMENT TO THE 2040 COMPREHENSIVE PLAN TO REGUIDE 4.21 ACRES OF
PID NO. 240281500 FROM HIGH DENSITY RESIDENTIAL TO RETAIL/SERVICE COMMERCIAL
(on file)***

Ordinance Rezoning the property – Motion by Mayor McKern to Approve the Ordinance Amendment rezoning the Property from D-H to C-3, second by Councilperson Egler with All Voting Aye.

Ordinance #7,1-22

***ORDINANCE AMENDING THE KASSON OFFICIAL ZONING MAP TO REZONE A PORTION OF PID NO. 240281500
FROM DEVELOPMENT HOLDING (DH) TO HIGHWAY COMMERCIAL DISTRICT (C-3)
(on file)***

Resolution for Summary Publication – Motion to Approve the Resolution for Summary Publication made by Councilperson Christensen, second by Councilperson Ferris with All Voting Aye.

Resolution #7.5-22

***RESOLUTION NO.7.5-22_AUTHORIZING PUBLICATION OF ORDINANCE NO. 7.1=22_ BY SUMMARY
(on file)***

Interim Use Permit – The Planning Commission recommended that the Council add to the Zoning Ordinance an Interim Use Permit to have another tool to use and this would be a way to put an end date on this and this wouldn't go with the property. Mr. Scheib stated that a Home Based Business is where there are people

coming to the home to do business and a Home Occupation is something that no one would know anything is happening inside the house and your business is held on your kitchen table.

Ordinance Amending the Zoning Code – **Motion to Approve Amending the City of Kasson Zoning Code of Ordinance made by Councilperson Egger, second by Councilperson Ferris with All Voting Aye.**

Ordinance #7.2-22

***ORDINANCE AMENDING THE KASSON OFFICIAL ZONING CODE CHAPTER 154 TO ADD INTERIM USES
THROUGH AN INTERIM USE PERMIT PROCESS
(on file)***

Resolution for Summary Publication – **Motion to Approve made by Councilperson Ferris, second by Councilperson Christensen with All Voting Aye.**

Resolution #7.6-22

***RESOLUTION NO. 7.6-22 AUTHORIZING PUBLICATION OF ORDINANCE NO. 7.2-22 BY SUMMARY
(on file)***

Akrapovic Home Based Business Request – The public hearing was held at Monday's Planning Commission meeting. A comment was expressed over business hours and school bus times. Mayor McKern stated that we have limited him to one customer per day and they must make appointments that this may be over-regulating. **Motion to Approve the Resolution as written made by Mayor Mckern, second by Councilperson Egger with All Voting Aye**

Resolution #7.7-22

***RESOLUTION APPROVING AN INTERIM USE PERMIT AT 506 15TH AVENUE NW FOR A HOME BUSINESS TO
SELL FIREARMS FROM A HOME LOCATED IN THE R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT
(on file)***

Vail Subdivision Final PUD and Final Plat – Administrator Ibisch explained the background and the plat and PUD . Staff has reviewed these plans for consistency with the City subdivision and zoning standard as well as conformance with the approved preliminary plat and PUD plans. All aspects are found consistent and ready for Council approval. **Motion to Approve the Resolution approving the final plat and final PUD plan for the property known as the Vail Subdivision made by Councilperson Egger, second by Councilperson Ferris with All Voting Aye.**

Resolution #7.8-22

***RESOLUTION APPROVING THE FINAL PLAT AND FINAL PUD PLAN FOR THE PROPERTY AT
KNOWN AS VAIL SUBDIVISION
(on file)***

EDA Transition Plan – Administrator Ibisch stated that Ian Albers was hired as the Community Development Assistant and laid out a list of projects and expectations for that position.

OLD BUSINESS

Ballot Language – Administrator Ibisch stated that option 2 was recommended by the EMS committee to use as ballot language. Ibisch read through the questions 1 and 2. Councilperson Ferris stated that we may want to mention that a community room is included. The Council leaned toward option 2 also. The Council had conversation regarding what the Community Room would be for and how to advertise it.

Fire Hall-near final version – The EMS had a long meeting last week to discuss all of the details. The Fire Dept is recommending that the rear doors match the front doors.

Rural Development Items – Ibisch stated that this is part of the phase II for the bond issuance for the grant.

NEW BUSINESS

SRO agreement – Police Chief Josh Hanson stated that these are similar to past agreements. Officer Peck is going to cover the ZED school and Officer Kasel will continue to cover KM Schools. The Police Chief will continue to be in charge of the SRO. **Motion to Approve made by Councilperson Ferris, second by Councilperson Egger with All Voting Aye.**

ZED agreement – **Motion to Approve the Agreement made by Councilperson Christensen, second by Councilperson Ferris with All Voting Aye.**

Transfer of funds – Finance Director Zaworski stated that at the last Council meeting the Safe Routes to School was awarded. The costs have increased much more than we thought. This is a request to transfer money from the stabilization fund to the Safe Routes to School fund to make up the shortfall. **Motion to Approve the Transfer of Funds made by Mayor McKern, second by Councilperson Egger with All Voting Aye.**

ADMINISTRATOR’S REPORT

Report – Ibisch quickly highlighted his report.

ENGINEER’S REPORT

Engineer Theobald gave an update on safe route to school and MnDOT has submitted their approval and the Hwy 57 project the switch to the next phase of the project will be towards the end of the month.

Vail Subdivision

Resolution awarding project Schumacher excavating who was the lowest bidder. **Motion to Approve made by Councilperson Christensen, second by Councilperson Egger with All Voting Aye.**

Resolution #7.9-22

***A RESOLUTION AWARDING AND APPROVING BID
FOR
VAIL SUBDIVISION
(on file)***

PERSONNEL

Resignations of Firefighters, Brad Patton, Alex Skogerbo and Tony Fjerstad - **Motion to Accept the Resignations and Thanked Them for Their Service made by Mayor McKern, second by Councilperson Ferris with All Voting Aye.**

ATTORNEY

CORRESPONDENCE

Correspondence was reviewed

ADJOURN 6:57PM **Motion to Adjourn made by Councilperson Egger, second by Councilperson Christensen with all Voting Aye to Adjourn.**

ATTEST:

Linda Rappe, City Clerk

Chris McKern, Mayor

SIGNATURE PAGE

THE ATTACHED LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED
FOR PAYMENT.

THIS INCLUDES WARRANT NUMBERS:

#1 - #4

GRAND TOTAL SUBMITTED FOR PAYMENT \$ 662,445.92

DATE APPROVED: 07-27-2022

#1	\$73,806.54
#2	39,180.74
#3	86,250.20
#4	463,208.44
	<u>\$662,445.92</u>

07/14/22
08:25:34

CITY OF KASSON
Claim Approval List
For the Accounting Period: 7/22
For Pay Date: 07/14/22

Page: 1 of 3
Report ID: AP100V

For Pay Date = 07/14/22

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
39545	119M	34 CITY OF KASSON	500,000.00						
	07/01/22	TRANSFER OF DEPOSITORY FUNDS	500,000.00			609 1010			1010
		Total for Vendor:	500,000.00						
39569		6405 MAGUIRE IRON INC	71,250.00						
	06/28/22	REQ #5-FAIRGROUNDS WATER TOWER	71,250.00			601 1650			1010
		Total for Vendor:	71,250.00						
39570		4919 PEOPLE'S ENERGY COOPERATIVE	69.93						
	2289800 07/06/22	ELEC SERV-CEMETERY 6/1-7/1	30.24			101 518 4518 380			1010
	2289800 07/06/22	ELEC SERV-STR LT-LETH SUBD 6/	39.69			101 316 4316 380			1010
		Total for Vendor:	69.93						
39571		4663 SE MINNESOTA EMS	2,000.00						
	12868 06/09/22	CONSORTIUM MEMBER TO 12/31/22	1,000.00*			101 220 4220 334			1010
	12868 06/09/22	CONSORTIUM MEMBER TO 6/30/22	1,000.00			101 1550			1010
		Total for Vendor:	2,000.00						
39572		3104 SUPERIOR COMPANIES INC	486.61						
	W17462 04/27/22	REPL BALL VALVE ON WATER LINE	457.00			101 514 4514 400			1010
	S/C-22/06 06/15/22	SERV CHRG	29.61*			101 514 4514 430			1010
		Total for Vendor:	486.61						
		# of Claims	5	Total:		573,806.54			

-500,000.00

73,806.54

07/14/22
08:25:38

CITY OF KASSON
Fund Summary for Claims
For the Accounting Period: 7/22

Page: 2 of 3
Report ID: AP110

Fund/Account	Amount
101 General Fund	
1010 CASH-OPERATING	\$2,556.54
601 Water Fund	
1010 CASH-OPERATING	\$71,250.00
609 Liquor Fund	
1010 CASH-OPERATING	\$500,000.00 <i>already done</i>
Total:	\$573,806.54
	<i>- 500,000.00</i>
	<u>73,806.54</u>

07/14/22
08:25:38

CITY OF KASSON
Claim Approval Signature Page
For the Accounting Period: 7 / 22

Page: 3 of 3
Report ID: AP100A

CITY OF KASSON
401 5TH STREET SE
KASSON, MN 55944-2204

The claim batch dated _____ are approved for payment.

APPROVED

See signature page

Council Member

Council Member

07/20/22
09:04:32

CITY OF KASSON
Claim Approval List
For the Accounting Period: 7/22
For Pay Date: 07/20/22

Page: 1 of 5
Report ID: AP100V

#2

For Pay Date = 07/20/22

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
39574		2438 ADAIR ELECTRIC CO	240.00						
	10434 06/30/22	SECURITY MONITOR TO 4/30/23	240.00			609 976 4976	370		1010
	10434 06/30/22	SALES TAX	16.50			609 976 4976	370		1010
	10434 06/30/22	SALES TAX	-16.50			609 2025			1010
	10434 06/30/22	D C TRANSIT TAX	1.20			609 976 4976	370		1010
	10434 06/30/22	D C TRANSIT TAX	-1.20			609 2026			1010
		Total for Vendor:	240.00						
39575		22 BORDER STATES INDUSTRIES INC	9,473.05						
	924489179 06/30/22	TANTALUS METERS	9,473.05*			604 957 4957	260		1010
		Total for Vendor:	9,473.05						
39576		4708 BOUND TREE MEDICAL LLC	223.99						
	84584077 06/30/22	INFANT RESCUE MANIKIN	223.99*			101 220 4220	431		1010
		Total for Vendor:	223.99						
39577		5098 CARDMEMBER SERVICE	2,643.20						
	06/27/22	SLUSHY MIX-K.A.C. CONCESSION	850.19			101 514 4514	262		1010
	06/30/22	VACUUM CLEANER-L.S.	164.27			609 979 4979	240		1010
	06/15/22	IBISCH-SEMLM MTG	20.00			101 140 4140	332		1010
	06/15/22	EGGLER-SEMLM MTG	20.00			101 111 4111	333		1010
	05/27/22	9 ARC LIFEGUARD RECERT	369.00*			101 514 4514	430		1010
	06/01/22	L.S. GIFT CARDS	505.74*			609 975 4975	259		1010
	06/01/22	RAPPE-ADV. ACADEMY	140.00			101 140 4140	333		1010
	06/01/22	NEW LIFEGUARD ARC CERTIFICATIO	574.00*			101 514 4514	430		1010
39578		5098 CARDMEMBER SERVICE	805.66						
	07/01/22	OPERATING SUPPLIES	150.30			211 550 4550	210		1010
	07/01/22	BOOKS	70.49			211 550 4550	218		1010
	07/01/22	DVD's	229.32			211 550 4550	219		1010
	07/01/22	R&M SUPPLIES	24.70			211 550 4550	220		1010
	07/01/22	MLA MEMBERSHIP	145.00			211 550 4550	334		1010
	07/01/22	SRP SUPPLIES	185.85			211 550 4550	441		1010
		Total for Vendor:	3,448.86						

07/20/22
09:04:32

CITY OF KASSON
Claim Approval List
For the Accounting Period: 7/22
For Pay Date: 07/20/22

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Report ID: AP100V

For Pay Date = 07/20/22

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
39579		82 CHS INC	319.43						
	06/30/22 7.143	GAL UNLD-STREETS	30.83			101 310 4310	212		1010
	441IH4483 06/09/22	SODIUM BICARB	209.40			101 514 4514	210		1010
	441IH4483 06/09/22	20# LP FILL	35.20			101 310 4310	220		1010
	441IH5012 06/30/22	19-19-19 (FORESTRY)	44.00*			101 524 4524	220		1010
		Total for Vendor:	319.43						
39580		668 CONTINENTAL RESEARCH CORP	270.78						
	36692 06/30/22	GRAFFITI-GONE	270.78			101 522 4522	220		1010
		Total for Vendor:	270.78						
39581		56 GILLETTE PEPSI ROCHESTER	357.00						
	9351165 06/21/22	K.A.C. CONCESSIONS	357.00			101 514 4514	262		1010
		Total for Vendor:	357.00						
39582		55 MN ENERGY RESOURCES CORP	1,259.30						
	07/05/22	NAT GAS-D C ICE ARENA	1,164.82			606 516 4516	380		1010
	07/05/22	NAT GAS-WWTP	94.48			602 947 4947	380		1010
		Total for Vendor:	1,259.30						
39583		60 NORTHERN BEVERAGE DIST. CO. LL	6,470.00						
	976126 07/07/22	BEER	6,450.40			609 975 4975	252		1010
	976126 07/07/22	NA BEVERAGE	17.60			609 975 4975	254		1010
	976126 07/07/22	FREIGHT	2.00			609 975 4975	335		1010
		Total for Vendor:	6,470.00						
39584		4037 PREFERRED HEATING & COOLING LLC	8,701.50						
	5502-1 04/05/22	INSTALL AIR HANDLER & CONDENSE	8,100.00			602 947 4947	400		1010
	5502-1 04/05/22	LATE FEES	364.50*			602 947 4947	430		1010
	5943-1 07/11/22	REPAIRS TO COMPRESSOR	237.00			602 947 4947	400		1010
		Total for Vendor:	8,701.50						
39585		4358 REINHART FOODSERVICE LLC	881.29						
	210237 06/28/22	K.A.C. CONCESSIONS	881.29			101 514 4514	262		1010
		Total for Vendor:	881.29						

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09:04:32

CITY OF KASSON
Claim Approval List
For the Accounting Period: 7/22
For Pay Date: 07/20/22

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Report ID: AP100V

For Pay Date = 07/20/22

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
39586		5885 ROCHESTER PLUMBING & HEATING	669.34						
	130762	06/21/22 HWY 57-SANITARY LOCATE	669.34*			424 311 4311	430		1010
		Total for Vendor:	669.34						
39587		3850 SOUTHERN GLAZER'S WINE &	3,904.69						
	2231322	07/06/22 LIQUOR	1,221.66			609 975 4975	251		1010
	2231322	07/06/22 WINE	392.14			609 975 4975	251		1010
	2231322	07/06/22 FREIGHT	25.06			609 975 4975	335		1010
	2233951	07/13/22 LIQUOR	1,984.12			609 975 4975	251		1010
	2233951	07/13/22 WINE	252.00			609 975 4975	251		1010
	2233951	07/13/22 FREIGHT	29.71			609 975 4975	335		1010
		Total for Vendor:	3,904.69						
39588		71 UTILITY CONSULTANTS INC	2,778.21						
	112872	06/29/22 TOTAL COLIFORM	117.60			601 943 4943	440		1010
	112872	06/29/22 CBOD/TSS/FEC COLIF/TOT PHOSPH	2,380.43			602 947 4947	440		1010
	112872	06/29/22 MANTORVILLE TESTING	280.18			602 947 4947	440		1010
		Total for Vendor:	2,778.21						
39589		6444 YE OLDE BUTCHER SHOPPE	183.30						
	33377	06/21/22 K.A.C. CONCESSIONS	143.40			101 514 4514	262		1010
	33411	06/23/22 K.A.C. CONCESSIONS	39.90			101 514 4514	262		1010
		Total for Vendor:	183.30						
		# of Claims	16	Total:	39,180.74				

07/20/22
09:04:37

CITY OF KASSON
Fund Summary for Claims
For the Accounting Period: 7/22

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Report ID: AP110

Fund/Account	Amount
101 General Fund	
1010 CASH-OPERATING	\$4,208.98
211 Library Fund	
1010 CASH-OPERATING	\$805.66
424 Hwy 57	
1010 CASH-OPERATING	\$669.34
601 Water Fund	
1010 CASH-OPERATING	\$117.60
602 Sewer Fund	
1010 CASH-OPERATING	\$11,456.59
604 Electric Fund	
1010 CASH-OPERATING	\$9,473.05
606 ICE ARENA	
1010 CASH-OPERATING	\$1,164.82
609 Liquor Fund	
1010 CASH-OPERATING	\$11,284.70
Total:	\$39,180.74

07/20/22
09:04:37

CITY OF KASSON
Claim Approval Signature Page
For the Accounting Period: 7 / 22

Page: 5 of 5
Report ID: AP100A

CITY OF KASSON
401 5TH STREET SE
KASSON, MN 55944-2204

The claim batch dated _____ are approved for payment.

APPROVED *See Signature* Council Member
[Signature] Council Member

#3

07/22/22
09:01:54CITY OF KASSON
Claim Approval List
For the Accounting Period: 7/22
For Pay Date: 07/20/22Page: 1 of 6
Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
39647		5098 CARDMEMBER SERVICE	819.90						
	05/16/22	GOOGLE DOMAIN REGISTRY	10.00			101 210 4210	430		1010
	06/01/22	AUDIO EXTEN ADAPTER CABLE	8.41			101 210 4210	210		1010
	05/27/22	T PAPER	27.02			101 210 4210	210		1010
	07/19/22	HANSON UNIFORM PANT	90.00			101 210 4210	214		1010
	06/10/22	FOLDING KNIFE DRIVER	30.00			101 210 4210	240		1010
	06/10/22	TOOL BAG/SCREWDRIVER	39.60			101 210 4210	240		1010
	06/10/22	UTIL BAR/NUT DRIVER/HEX KEYS	130.37			101 210 4210	240		1010
	06/20/22	HEARTSTART PADS	110.20			101 210 4210	210		1010
	06/10/22	WINDEX	9.25			101 210 4210	220		1010
	06/22/22	BINOCULARS/NITE CORE PENS	365.05			101 210 4210	240		1010
		Total for Vendor:	819.90						
39649	E	34 CITY OF KASSON	36,665.92						
	06/27/22	CITY UTILITIES-C H	369.76			101 194 4194	380		1010
	06/27/22	CITY UTILITIES-C H BI-DIRECT	21.16			101 194 4194	380		1010
	06/27/22	CITY UTILITIES-P D	340.36			101 210 4210	380		1010
	06/27/22	CITY UTILITIES-STR LTS (LED)	256.45			101 316 4316	380		1010
	06/27/22	CITY UTILITIES-STREET LTS	29.28			101 310 4310	380		1010
	06/27/22	CITY UTILITIES-F D	250.51			101 220 4220	380		1010
	06/27/22	CITY UTILITIES-MAIN STR LTS	466.08			101 316 4316	380		1010
	06/27/22	CITY UTILITIES-MANT AV STR LTS	138.84			101 316 4316	380		1010
	06/27/22	CITY UTILITIES-STREET LTS	2,320.14			101 316 4316	380		1010
	06/27/22	CITY UTILITIES-K.A.C.-HIGH FLO	288.92			101 514 4514	380		1010
	06/27/22	CITY UTILITIES-K.A.C.-LOW FLOW	892.33			101 514 4514	380		1010
	06/27/22	CITY UTILITIES-K.A.C.-BI-DIREC	2,698.84			101 514 4514	380		1010
	06/27/22	CITY UTILITIES-N2 BALL PARK LT	575.73			101 517 4517	380		1010
	06/27/22	CITY UTILITIES-NO. PARK #3	777.62			101 517 4517	380		1010
	06/27/22	CITY UTILITIES-NO. PARK MAINT	200.81			101 522 4522	380		1010
	06/27/22	CITY UTILITIES-E SHELTER-VETS	36.53			101 522 4522	380		1010
	06/27/22	CITY UTILITIES-NO. PARK CONCES	144.78			101 517 4517	380		1010
	06/27/22	CITY UTILITIES-VETS PARK ATHL	26.78			101 517 4517	380		1010
	06/27/22	CITY UTILITIES-NE YOUTH BALL F	27.71			101 517 4517	380		1010
	06/27/22	CITY UTILITIES-W SHELTER-VETS	31.26			101 522 4522	380		1010
	06/27/22	CITY UTILITIES-NO. PARK #1	65.67			101 310 4310	380		1010
	06/27/22	CITY UTILITIES-WELL #4	2,177.81			601 941 4941	380		1010

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	06/27/22	CITY UTILITIES-WELL #2	2,046.64			601 941 4941	380		1010
	06/27/22	CITY UTILITIES-WELL #3	58.14			601 941 4941	380		1010
	06/27/22	CITY UTILITIES-WELL #5	2,080.30			601 941 4941	380		1010
	06/27/22	CITY UTILITIES-8 AV WATER TOWE	231.93			601 941 4941	380		1010
	06/27/22	CITY UTILITIES-LITTLES LIFT ST	87.07			602 948 4948	380		1010
	06/27/22	CITY UTILITIES-LIQUOR STORE	957.59			609 979 4979	380		1010
	06/27/22	CITY UTILITIES-NO. PARK #4	26.91			101 522 4522	380		1010
	06/27/22	CITY UTILITIES-WWTP-WA/SE	3,807.67			602 947 4947	380		1010
	06/27/22	CITY UTILITIES-WWTP-ELECTRIC	7,584.37			602 947 4947	381		1010
	06/27/22	CITY UTILITIES-WWTP-BASEMENT	46.41			602 947 4947	380		1010
	06/27/22	CITY UTILITIES-WWTP-GARAGE	19.81			602 947 4947	380		1010
	06/27/22	CITY UTILITIES-NO. PARK #2	31.66			101 522 4522	380		1010
	06/27/22	CITY UTILITIES-OLD WATER TOWER	59.21			101 526 4526	430		1010
	06/27/22	CITY UTILITIES-D C AMBULANCE S	159.17			101 417 4417	380		1010
	06/27/22	CITY UTILITIES-P.W.B. 1/2	390.17			101 310 4310	380		1010
	06/27/22	CITY UTILITIES-P.W.B. 1/2	390.18			604 957 4957	380		1010
	06/27/22	SALES TAX-ELECT	22.64			604 957 4957	380		1010
	06/27/22	SALES TAX-ELECT	-22.64			604 2025			1010
	06/27/22	D C TRANSIT TAX-ELECT	1.65			604 957 4957	380		1010
	06/27/22	D C TRANSIT TAX-ELECT	-1.65			604 2026			1010
	06/27/22	SALES TAX-WA	0.91			604 957 4957	380		1010
	06/27/22	SALES TAX-WA	-0.91			604 2025			1010
	06/27/22	D C TRANSIT TAX-WA	0.07			604 957 4957	380		1010
	06/27/22	D C TRANSIT TAX-WA	-0.07			604 2026			1010
	06/27/22	CITY UTILITIES-SOLAR BILLBOARD	16.60			604 956 4956	381		1010
	06/27/22	CITY UTILITIES-D C ICE ARENA	4,725.66			606 516 4516	380		1010
	06/27/22	CITY UTILITIES-ELECTRONIC SIGN	36.94*			101 111 4111	430		1010
	06/27/22	CITY UTILITIES-PARK & RIDE LOT	99.43			101 316 4316	380		1010
	06/27/22	CITY UTILITIES-16 ST-E OF BRID	91.11			101 316 4316	380		1010
	06/27/22	CITY UTILITIES-16 ST-CENTER	129.75			101 316 4316	380		1010
	06/27/22	CITY UTILITIES-16 ST-W OF BRID	68.58			101 316 4316	380		1010
	06/27/22	CITY UTILITIES-LIBRARY	1,313.34			211 550 4550	380		1010
	06/27/22	CITY UTILITIES-LIONS PARK SHEL	38.65			101 522 4522	380		1010
	06/27/22	CITY UTILITIES-MEADOWLAND SHEL	31.26			101 522 4522	380		1010
		Total for Vendor:	36,665.92						

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39648	E	5691 FURTHER-FSA	2,306.10						
	40295778	07/06/22 FLEX REIMBURSEMENT	2,210.00			101 2177			1010
	40295778	07/04/22 FLEX REIMBURSEMENT	96.10			101 2177			1010
		Total for Vendor:	2,306.10						
39651	E	108 MN DEPARTMENT OF REVENUE	21,228.00						
	07/12/22	JUNE-UTILITIES SALES TAX	391.00			601 2025			1010
	07/12/22	JUNE-UTILITIES SALES TAX	19,148.00			604 2025			1010
	07/12/22	JUNE-SALES TAX PAYABLE	118.00			101 2025			1010
	07/12/22	JUNE-SALES TAX PAYABLE	4.00			211 2025			1010
	07/12/22	JUNE-SALES TAX PAYABLE	16.00			875 2025			1010
	07/12/22	JUNE-USE TAX PAYABLE	9.00			101 2025			1010
	07/12/22	JUNE-USE TAX PAYABLE	154.00			604 2025			1010
	07/12/22	JUNE-USE TAX PAYABLE	14.00			609 2025			1010
	07/12/22	JUNE-UTIL D C TRANSIT TAX	27.00			601 2026			1010
	07/12/22	JUNE-UTIL D C TRANSIT TAX	1,322.00			604 2026			1010
	07/12/22	JUNE-D C TRANSIT TAX PAYABLE	9.00			101 2026			1010
	07/12/22	JUNE-D C TRANSIT TAX PAYABLE	1.00			211 2026			1010
	07/12/22	JUNE-D C TRANSIT TAX PAYABLE	1.00			875 2026			1010
	07/12/22	JUNE-D C TRANSIT USE TAX	1.00			101 2026			1010
	07/12/22	JUNE-D C TRANSIT USE TAX	12.00			604 2026			1010
	07/12/22	JUNE-D C TRANSIT USE TAX	1.00			609 2026			1010
39652	E	108 MN DEPARTMENT OF REVENUE	305.00						
	07/12/22	2nd QTR '22 ARENA SALES TAX	284.00			606 2025			1010
	07/12/22	2nd QTR '22 ARENA D C TRANS TX	21.00			606 2026			1010
39654	E	108 MN DEPARTMENT OF REVENUE	8,626.00						
	07/13/22	2nd QTR '22 K.A.C. SALES TAX	8,041.00			101 2025			1010
	07/13/22	2nd QTR '22 K.A.C. DC TRANS TX	585.00			101 2026			1010
		Total for Vendor:	30,159.00						
39650	E	320 MN DEPT OF LABOR & INDUSTRY	1,991.28						
	07/12/22	2ND QTR '22 BLDG SURCHARGE REP	1,991.28			101 2080			1010
		Total for Vendor:	1,991.28						

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39653	E	973 MN DEPT OF REVENUE	14,308.00						
	07/13/22	JUNE-L.S. SALES TAX	13,580.00			609 2025			1010
	07/13/22	JUNE-L.S. D C TRANSIT TAX	728.00			609 2026			1010
		Total for Vendor:	14,308.00						
		# of Claims	8	Total:					86,250.20
		Total Electronic Claims							85,430.30
		Total Non-Electronic Claims							819.90

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Fund Summary for Claims
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Fund/Account	Amount
101 General Fund	
1010 CASH-OPERATING	\$25,002.68
211 Library Fund	
1010 CASH-OPERATING	\$1,318.34
601 Water Fund	
1010 CASH-OPERATING	\$7,012.82
602 Sewer Fund	
1010 CASH-OPERATING	\$11,545.33
604 Electric Fund	
1010 CASH-OPERATING	\$21,042.78
606 ICE ARENA	
1010 CASH-OPERATING	\$5,030.66
609 Liquor Fund	
1010 CASH-OPERATING	\$15,280.59
875 Community Policing Fund	
1010 CASH-OPERATING	\$17.00
Total:	\$86,250.20

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CITY OF KASSON
401 5TH STREET SE
KASSON, MN 55944-2204

The claim batch dated _____ are approved for payment.

APPROVED Signature Page Council Member
_____ Council Member

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39617		2529 A H HERMEL COMPANY	259.37						
	934877	07/07/22 POP FOR RESALE	137.42			609 975 4975	254		1010
	934877	07/07/22 BAGS	93.42			609 975 4975	210		1010
	934877	07/07/22 SALES TAX	6.42			609 975 4975	210		1010
	934877	07/07/22 SALES TAX	-6.42			609 2025			1010
	934877	07/07/22 D C TRANSIT TAX	0.47			609 975 4975	210		1010
	934877	07/07/22 D C TRANSIT TAX	-0.47			609 2026			1010
	934877	07/07/22 DUM DUMS	19.58			609 976 4976	343		1010
	934877	07/07/22 SALES TAX	1.35			609 976 4976	343		1010
	934877	07/07/22 SALES TAX	-1.35			609 2025			1010
	934877	07/07/22 D C TRANSIT TAX	0.10			609 976 4976	343		1010
	934877	07/07/22 D C TRANSIT TAX	-0.10			609 2026			1010
	934877	07/07/22 FREIGHT	8.95			609 975 4975	335		1010
		Total for Vendor:	259.37						
39591		5447 ABILI T HOLDINGS LLC	43,822.54						
	07/13/22	1st 1/2 '22 TIF REIMBURSEMENT	43,822.54*			247 650 4650	430		1010
		Total for Vendor:	43,822.54						
39592		203 BAKER & TAYLOR INC	438.24						
	2036853637	06/29/22 BOOKS	49.42			211 550 4550	218		1010
	2036853829	06/29/22 BOOKS	216.93			211 550 4550	218		1010
	2036853829	06/29/22 AUDIO BOOKS	53.88			211 550 4550	219		1010
	2036865601	07/06/22 BOOKS	67.23			211 550 4550	218		1010
	2036874454	07/11/22 BOOKS	50.78			211 550 4550	218		1010
		Total for Vendor:	438.24						
39630		6446 BISTODEAU, KAREN	640.00						
	02/11/22	FACE PAINTER-FESTIVAL	640.00*			877 100 4000	430		1010
		Total for Vendor:	640.00						
39661		22 BORDER STATES INDUSTRIES INC	558.57						
	924539346	07/11/22 NON-TANTALUS METERS	558.57*			604 957 4957	260		1010
		Total for Vendor:	558.57						

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39618		5239 BREAKTHRU BEVERAGE MN WINE &	2,307.07						
	344778698	07/06/22 LIQUOR	1,868.07			609 975 4975	251		1010
	344778698	07/06/22 WINE	176.00			609 975 4975	251		1010
	344778698	07/06/22 MIXES	219.96			609 975 4975	254		1010
	344778698	07/06/22 FREIGHT	43.04			609 975 4975	335		1010
		Total for Vendor:	2,307.07						
39619		3385 CANNON RIVER WINERY	336.00						
	13718	07/08/22 WINE	336.00			609 975 4975	251		1010
		Total for Vendor:	336.00						
39593		2410 CENTRAL MN MUNICIPAL POWER AGE	310,321.75						
	7305	06/30/22 CMPA DUES-JUNE	1,500.00			604 959 4959	334		1010
	7305	06/30/22 FEES FOR SERVICES	1,787.77			604 959 4959	430		1010
	7305	06/30/22 PURCH'D POWER	198,018.82			604 956 4956	381		1010
	7305	06/30/22 PURCH'D POWER-TRANSMISSION	61,294.96			604 956 4956	381		1010
	7305	06/30/22 CAPACITY PURCHASED-JUNE	46,433.68			604 956 4956	381		1010
	7305	06/30/22 CIP MONTHLY ASSMNT-JUNE	1,286.52			604 959 4959	429		1010
		Total for Vendor:	310,321.75						
39620		6270 CHAOTIC GOOD BREWING	111.00						
	2266	07/08/22 BEER	111.00			609 975 4975	252		1010
		Total for Vendor:	111.00						
39662		5748 CHRISTENSON, JULIA	35.57						
	06/03/22	CAN OPENER-K.A.C.	16.10			101 514 4514	210		1010
	06/21/22	K.A.C. CONCESSIONS	5.00			101 514 4514	262		1010
	06/21/22	K.A.C. SUPPLIES	14.47			101 514 4514	210		1010
		Total for Vendor:	35.57						
39621		5667 CINTAS	79.82						
	4124731271	07/08/22 MATS-L.S.	79.82*			609 979 4979	410		1010
		Total for Vendor:	79.82						

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39594		4238 CINTAS CORP	244.04						
	8405734707	06/10/22 RESTOCK 1st AID KITS	19.46			101 920 4920	433		1010
	8405734707	06/10/22 RESTOCK 1st AID KITS	19.46			601 943 4943	433		1010
	8405734707	06/10/22 RESTOCK 1st AID KITS	19.46			602 948 4948	433		1010
	8405734707	06/10/22 RESTOCK 1st AID KITS	19.46			604 957 4957	433		1010
	8405734707	06/10/22 RESTOCK 1st AID KITS	19.45			605 963 4963	433		1010
	8405776833	07/08/22 RESTOCK 1st AID KITS-K.A.C	146.75			101 514 4514	220		1010
		Total for Vendor:	244.04						
39663		69 DODGE COUNTY ENVIRONMENTAL	510.00						
	158238	07/14/22 FINAL DISPOSAL-ABATEMENT	510.00*			101 111 4111	430		1010
		Total for Vendor:	510.00						
39631		6326 DODGE COUNTY SHERIFF'S POSSE	200.00						
	06/23/22	SERVICE PROVIDER-FESTIVAL	200.00*			877 100 4000	430		1010
		Total for Vendor:	200.00						
39614		4104 FARMERS TOP SOIL INC	674.99						
	9708	06/30/22 SCREENED TOP SOIL (STUMPS)	674.99*			101 524 4524	220		1010
		Total for Vendor:	674.99						
39628		145 FESTIVAL IN THE PARK	300.00						
	07/18/22	FOOD VENDOR COUPONS	300.00*			877 100 4000	430		1010
		Total for Vendor:	300.00						
39596		2618 FIRE SAFETY USA INC	14,955.00						
	161189	07/05/22 HONEYWELL COAT & PANT (5)	14,570.00			101 220 4220	240		1010
	161195	07/05/22 1 HELMET, BULLARD UST	385.00			101 220 4220	240		1010
		Total for Vendor:	14,955.00						
39597		5678 FURTHER	106.05						
	16148940	07/07/22 JULY PARTICIPANT FEES	106.05			101 140 4140	440		1010
		Total for Vendor:	106.05						

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39598		56 GILLETTE PEPSI ROCHESTER	1,578.00						
	9353445	07/05/22 K.A.C. CONCESSIONS	800.00			101 514 4514	262		1010
	9354546	07/12/22 K.A.C. CONCESSIONS	778.00			101 514 4514	262		1010
		Total for Vendor:	1,578.00						
39599		2484 GILLETTE PEPSI ROCHESTER	357.00						
	9355447	07/15/22 POP FOR RESALE-PARK MACHINES	357.00			101 510 4510	430		1010
		Total for Vendor:	357.00						
39600		77 HAWKINS INC	6,436.31						
	6226718	06/29/22 ALUM SULFATE LIQUID	6,436.31			602 947 4947	211		1010
		Total for Vendor:	6,436.31						
39601		2462 HOISINGTON KOEGLER GROUP INC	11,265.30						
	019-041-32	07/15/22 PLANNING SERVICES-JUNE	1,220.00*			101 191 4191	440		1010
	019-041-32	07/15/22 ZONING & SUBDIV CODE AMEND	3,113.75*			101 191 4191	440		1010
	019-041-32	07/15/22 P & Z MTGS	555.30*			101 191 4191	440		1010
	019-041-32	07/15/22 PROJ COORDINATION-GOLDEN K	75.00			101 1155			1010
	019-041-32	07/15/22 PROJ COORDINATION-SCHUETTE	375.00			101 1155			1010
	019-041-32	07/15/22 VAIL PROP DEVELOPMENT	4,540.00*			101 191 4191	440		1010
	019-041-32	07/15/22 SUNRISE 3RD ADDITION	375.00*			101 191 4191	440		1010
	019-041-32	07/15/22 ZONING-AKRAPOVIC HOME BUSI	1,011.25*			101 191 4191	440		1010
		Total for Vendor:	11,265.30						
39632		3617 HUMMINGBIRD AVIATION LLC	1,200.00						
	06/23/22	HELICOPTER BALL DROP-FESTIVAL	1,200.00*			877 100 4000	430		1010
		Total for Vendor:	1,200.00						
39602		6459 IEM, JAMES	124.33						
	07/13/22	EPOCH LEVEL 3 HOLSTER	124.33			101 210 4210	210		1010
		Total for Vendor:	124.33						
39603		3001 IIMC	115.00						
	23904	07/06/22 RAPPE DUES THRU 9/30/23	115.00			101 140 4140	334		1010
		Total for Vendor:	115.00						

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39629		6317 JAMES, CHUCK	350.00						
	07/18/22	ROOKIE THE CLOWN-FESTIVAL	350.00*			877 100 4000	430		1010
		Total for Vendor:	350.00						
39664		6258 JEREMY'S LAWN CARE	2,100.00						
	1613 07/21/22	MOWING 7/12 & 7/19	235.35*			605 963 4963	444		1010
	1613 07/21/22	MOWING 7/12 & 7/19	48.98			601 943 4943	444		1010
	1613 07/21/22	MOWING 7/12 & 7/19	379.28			602 947 4947	444		1010
	1613 07/21/22	MOWING 7/12 & 7/19	6.66			602 948 4948	444		1010
	1613 07/21/22	MOWING 7/12 & 7/19	218.74			604 957 4957	444		1010
	1613 07/21/22	MOWING 7/12 & 7/19	838.90			101 522 4522	444		1010
	1613 07/21/22	MOWING 7/12 & 7/19	261.38			101 518 4518	444		1010
	1613 07/21/22	MOWING 7/12 & 7/19	110.71			101 310 4310	444		1010
	1613 07/21/22	SALES TAX	15.04			604 957 4957	444		1010
	1613 07/21/22	SALES TAX	-15.04			604 2025			1010
	1613 07/21/22	D C TRANSIT TAX	1.09			604 957 4957	444		1010
	1613 07/21/22	D C TRANSIT TAX	-1.09			604 2026			1010
		Total for Vendor:	2,100.00						
39622		25 JOHNSON BROTHERS LIQUOR CO	2,697.31						
	2089349 07/08/22	LIQUOR	1,814.23			609 975 4975	251		1010
	2089349 07/08/22	FREIGHT	57.03			609 975 4975	335		1010
	2089350 07/08/22	WINE	805.14			609 975 4975	251		1010
	2089350 07/08/22	FREIGHT	20.91			609 975 4975	335		1010
		Total for Vendor:	2,697.31						
39656		35 KASSON HARDWARE HANK	1,148.16						
	06/30/22	R&M SUPPLIES-STREETS	126.24			101 310 4310	220		1010
	06/30/22	C H LANDSCAPE SUPPLIES	38.94*			101 194 4194	220		1010
	06/30/22	OPER SUPPLIES-P D	7.98			101 210 4210	210		1010
	06/30/22	R&M SUPPLIES-PARKS	77.49			101 522 4522	220		1010
	06/30/22	R&M SUPPLIES-F D	8.52			101 220 4220	220		1010
	06/30/22	R&M SUPPLIES-POOL	225.35			101 514 4514	220		1010
	06/30/22	SMALL TOOLS-WATER	27.97			601 943 4943	240		1010
	06/30/22	R&M SUPPLIES-ELECTRIC	104.94			604 957 4957	220		1010
	06/30/22	SALES TAX	7.21			604 957 4957	220		1010

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	06/30/22	SALES TAX	-7.21			604 2025			1010
	06/30/22	D C TRANSIT TAX	0.52			604 957 4957	220		1010
	06/30/22	D C TRANSIT TAX	-0.52			604 2026			1010
	06/30/22	OPER SUPPLIES-L S	67.97			609 978 4978	210		1010
	06/30/22	SALES TAX	4.67			609 978 4978	210		1010
	06/30/22	SALES TAX	-4.67			609 2025			1010
	06/30/22	D C TRANSIT TAX	0.34			609 978 4978	210		1010
	06/30/22	D C TRANSIT TAX	-0.34			609 2026			1010
	06/30/22	SHIPPING COSTS-STREETS	20.48			101 310 4310	430		1010
	06/30/22	R&M SUPPLIES-WWTP OPERATIONS	399.82			602 947 4947	220		1010
	06/30/22	R&M SUPPLIES-ARENA	13.98			606 516 4516	220		1010
	06/30/22	SMALL TOOLS-WWTP	28.48			602 948 4948	240		1010
		Total for Vendor:	1,148.16						
39604		233 KASSON VARIETY STORE	22.33						
	01-401 07/13/22	POSTER BOARD-FESTIVAL	22.33*			877 100 4000	430		1010
		Total for Vendor:	22.33						
39633		6438 KID POWER TRACTOR PULLS LLC	360.00						
	05/11/22	BAL.-FESTIVAL EVENT	360.00*			877 100 4000	430		1010
		Total for Vendor:	360.00						
39623		6342 KINNEY CREEK BREWERY	280.00						
	1790 07/07/22	BEER	280.00			609 975 4975	252		1010
		Total for Vendor:	280.00						
39634		6303 KLOENS INFLATABLE FUN LLC	750.00						
	01/13/22	BAL.-FESTIVAL EVENT	750.00*			877 100 4000	430		1010
		Total for Vendor:	750.00						
39605		3890 LETH ELECTRIC INC	150.00						
	7295 07/08/22	C H BATHROOM SWITCH	150.00			101 194 4194	400		1010
		Total for Vendor:	150.00						

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39645		5345 MAJESTIC EVENTS	2,415.00						
	010117	07/13/22 STAGE-FESTIVAL ENTERTAINMENT	2,415.00*			877 100 4000	430		1010
		Total for Vendor:	2,415.00						
39606		2617 MENARDS-ROCHESTER NORTH	288.94						
	7770	07/12/22 MORTAR/TROWELS-STONE PLANTER	89.06			101 522 4522	220		1010
	8122	07/18/22 BRUTE TRASH CANS	199.88			101 522 4522	220		1010
		Total for Vendor:	288.94						
39607		2478 MENARDS-ROCHESTER SOUTH	499.99						
	55169	07/12/22 A.C. UNIT FOR WWTP	499.99			602 947 4947	400		1010
		Total for Vendor:	499.99						
39637		5977 MESFI	125.00						
	06/29/22	FESTIVAL PARADE ENTRY	125.00*			877 100 4000	430		1010
		Total for Vendor:	125.00						
39608		5881 NAPA AUTO PARTS	672.73						
	439625	06/01/22 SLIDE TERMINAL	3.29			101 522 4522	220		1010
	440932	06/17/22 OIL FILTER/OIL	235.88			101 220 4220	220		1010
	441147	06/20/22 MUFFLER/STACK PIPE/PIPE CONN	189.44			101 310 4310	220		1010
	441156	06/20/22 10MXTSREEL/HOSE FITTINGS/U BOL	181.52			101 310 4310	220		1010
	441489	06/24/22 BELT-COMPRESSOR	24.64			101 310 4310	220		1010
	441522	06/24/22 OIL FILTER	37.96			101 220 4220	220		1010
		Total for Vendor:	672.73						
39609		502 ON-SITE COMPUTERS INC	3,280.95						
	CW79989	06/06/22 CISCO FIREWALL	240.00*			101 514 4514	309		1010
	CW80113	05/03/22 POOL CHEMICAL SYSTEM ACCESS	127.65*			101 514 4514	400		1010
	CW80118	06/06/22 DARK WEB SCAN	1,020.00			101 192 4192	309		1010
	CW79744	06/01/22 ANN'L HUNTRESS MALWARE	720.00			101 192 4192	309		1010
	CW79744	06/01/22 ANN'L HUNTRESS MALWARE	72.00*			606 516 4516	309		1010
	CW79744	06/01/22 ANN'L HUNTRESS MALWARE	72.00			609 976 4976	430		1010
	CW79744	06/01/22 ANN'L HUNTRESS MALWARE	288.00*			101 210 4210	309		1010
	CW79744	06/01/22 SALES TAX	4.95			609 976 4976	430		1010
	CW79744	06/01/22 SALES TAX	-4.95			609 2025			1010

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	CW79744	06/01/22 D C TRANSIT TAX	0.36			609 976 4976	430		1010
	CW79744	06/01/22 D C TRANSIT TAX	-0.36			609 2026			1010
	CW80240	06/28/22 LOAD MICROSOFT OFFICE	741.30			101 210 4210	440		1010
		Total for Vendor:	3,280.95						
39638		5563 OSMAN SHRINE DADDY O's	900.00						
	06/29/22	FESTIVAL PARADE ENTRY	900.00*			877 100 4000	430		1010
		Total for Vendor:	900.00						
39624		23 PHILLIPS WINE & SPIRITS	3,605.64						
	6425483	07/08/22 LIQUOR	2,928.24			609 975 4975	251		1010
	6425483	07/08/22 FREIGHT	37.23			609 975 4975	335		1010
	6425484	07/08/22 WINE	567.50			609 975 4975	251		1010
	6425484	07/08/22 FREIGHT	22.77			609 975 4975	335		1010
	6425485	07/08/22 MIXES	48.00			609 975 4975	254		1010
	6425485	07/08/22 FREIGHT	1.90			609 975 4975	335		1010
		Total for Vendor:	3,605.64						
39673		3440 R & R SPECIALTIES OF WISCONSIN	790.90						
	76149-IN	07/20/22 STUDDERED TIRE W/O WHEEL	672.60			606 516 4516	220		1010
	76147-CM	07/20/22 cr WELDMENT BATTERY TRAY	-371.70			606 516 4516	220		1010
	76148-IN	07/20/22 ICE BLADE 77"	490.00			606 516 4516	220		1010
		Total for Vendor:	790.90						
39675		5507 REINDERS INC	93.00						
	3180578-00	07/18/22 FERTILIZER-FOOTBALL FIELD	93.00			101 517 4517	210		1010
		Total for Vendor:	93.00						
39610		4358 REINHART FOODSERVICE LLC	5,429.45						
	216451	07/08/22 K.A.C. CONCESSIONS	1,816.74			101 514 4514	262		1010
	219689	07/12/22 K.A.C. CONCESSIONS	1,052.87			101 514 4514	262		1010
	219819	07/15/22 K.A.C. CONCESSIONS	2,559.84			101 514 4514	262		1010
		Total for Vendor:	5,429.45						

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39677		6360 RINGDAHL ARCHITECTS INC	14,062.50						
	2224.1	07/17/22 ARCHITECT SERV THRU JUNE	14,062.50*			609 976 4976	440		1010
		Total for Vendor:	14,062.50						
39639		5347 RIVER CITY RHYTHM INC	975.00						
	06/29/22	FESTIVAL PARADE ENTRY	975.00*			877 100 4000	430		1010
		Total for Vendor:	975.00						
39640		3326 ROCHESTER CYCLE PATROL	850.00						
	06/29/22	FESTIVAL PARADE ENTRY	850.00*			877 100 4000	430		1010
		Total for Vendor:	850.00						
39641		3327 ROCHESTER DRAGON PATROL	1,000.00						
	06/29/22	FESTIVAL PARADE ENTRY	1,000.00*			877 100 4000	430		1010
		Total for Vendor:	1,000.00						
39642		3328 ROCHESTER MERRY MEDICS	550.00						
	06/29/22	FESTIVAL PARADE ENTRY	550.00*			877 100 4000	430		1010
		Total for Vendor:	550.00						
39643		2968 ROCHESTER ZAGALAS CAR CLUB	600.00						
	06/29/22	FESTIVAL PARADE ENTRY	600.00*			877 100 4000	430		1010
		Total for Vendor:	600.00						
39665		6043 SANCO EQUIPMENT LLC	335.40						
	PS2016977-	06/24/22 COUPLER/HARNESS-BUCKET BRO	335.40			101 310 4310	220		1010
		Total for Vendor:	335.40						
39625		63 SCHOTT DIST CO INC	8,938.45						
	474934	07/07/22 BEER	8,144.90			609 975 4975	252		1010
	474934	07/07/22 NA BEVERAGE	385.05			609 975 4975	254		1010
	474935	07/07/22 WINE	408.50			609 975 4975	251		1010
		Total for Vendor:	8,938.45						

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39635		6420 SCHULTE, DAVE	375.00						
	1454	03/25/22 BAL.-FESTIVAL ENTERTAINMENT	375.00*			877 100 4000	430		1010
		Total for Vendor:	375.00						
39666		5758 SELJAN, MELISSA	30.66						
	07/05/22	K.A.C. CONCESSIONS	25.96			101 514 4514	262		1010
	05/28/22	K.A.C. CONCESSIONS	4.70			101 514 4514	262		1010
		Total for Vendor:	30.66						
39670		254 SHARE CORP	275.00						
	206191	07/13/22 VEG CNTRL-BALL FIELDS & PARKS	275.00			101 517 4517	220		1010
		Total for Vendor:	275.00						
39626		6231 SxSE MN BREWING CO.	105.00						
	49452	07/05/22 BEER	105.00			609 975 4975	252		1010
		Total for Vendor:	105.00						
39667		6273 TANTALUS SYSTEMS INC	261.80						
	23936	07/15/22 LAN CONTROLLER/SFTWR LICENSE	261.80			604 1640			1010
		Total for Vendor:	261.80						
39657		498 TEIGEN PAPER & SUPPLY	1,050.09						
	95009	06/20/22 DISINF WIPES/NIT GLVS/STNLSS S	358.30			101 514 4514	210		1010
	95268	06/22/22 FLOOR SQUEEGEE	64.98			101 514 4514	210		1010
	95517	06/24/22 DISINF WIPES/CAN LINERS/ROLL T	315.38			101 514 4514	210		1010
	95520	06/24/22 CAN LINERS	104.14			101 514 4514	210		1010
	58521	06/29/22 FOLD TOWELS	21.24			101 514 4514	210		1010
	96099	06/30/22 STNLSS STL CLNR	87.60			101 514 4514	210		1010
	96346	07/05/22 T BOWL CLNR/CAN LINERS	211.03			101 514 4514	210		1010
	96795	07/11/22 T BOWL CLNR	43.68			101 140 4140	220		1010
	CM4525	06/28/22 cr-STNLSS STL CLNR	-90.72			101 514 4514	210		1010
	CM4526	06/28/22 cr-SPIC & SPAN	-136.76			101 210 4210	220		1010
	96796	07/11/22 ROLL TOWELS	4.06			101 310 4310	220		1010
	96796	07/11/22 ROLL TOWELS	4.06			101 312 4312	220		1010
	96796	07/11/22 ROLL TOWELS	4.06			101 517 4517	220		1010
	96796	07/11/22 ROLL TOWELS	4.06			601 943 4943	220		1010

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	96796	07/11/22 ROLL TOWELS	4.06			602 948 4948	220		1010
	96796	07/11/22 ROLL TOWELS	4.06			604 957 4957	220		1010
	96796	07/11/22 ROLL TOWELS	4.06			605 963 4963	220		1010
	96796	07/11/22 SALES TAX	0.28			604 957 4957	220		1010
	96796	07/11/22 SALES TAX	-0.28			604 2025			1010
	96796	07/11/22 D C TRANSIT TAX	0.02			604 957 4957	220		1010
	96796	07/11/22 D C TRANSIT TAX	-0.02			604 2026			1010
	96796	07/11/22 FOLD TOWELS	3.05			101 310 4310	210		1010
	96796	07/11/22 FOLD TOWELS	3.05			101 312 4312	210		1010
	96796	07/11/22 FOLD TOWELS	3.06			101 517 4517	210		1010
	96796	07/11/22 FOLD TOWELS	3.06			601 943 4943	210		1010
	96796	07/11/22 FOLD TOWELS	3.06			602 948 4948	210		1010
	96796	07/11/22 FOLD TOWELS	3.06			604 957 4957	210		1010
	96796	07/11/22 FOLD TOWELS	3.06			605 963 4963	210		1010
	96796	07/11/22 SALES TAX	0.21			604 957 4957	210		1010
	96796	07/11/22 SALES TAX	-0.21			604 2025			1010
	96796	07/11/22 D C TRANSIT TAX	0.02			604 957 4957	210		1010
	96796	07/11/22 D C TRANSIT TAX	-0.02			604 2026			1010
	97281	07/14/22 FOLD TOWELS	21.40			211 550 4550	210		1010
		Total for Vendor:	1,050.09						
39636		6377 THE WHITESIDEWALLS	1,800.00						
	09/01/21	BAL.-'22 FESTIVAL ENTERTAINMEN	1,800.00*			877 100 4000	430		1010
		Total for Vendor:	1,800.00						
39611		6423 THOE, ISAAC	293.24						
	07/13/22	SAFETY BOOT REIMBURSEMENT	146.62			601 943 4943	214		1010
	07/13/22	SAFETY BOOT REIMBURSEMENT	146.62*			602 948 4948	214		1010
		Total for Vendor:	293.24						
39671		123 THRONDSOIL OIL & LP GAS CO	1,566.00						
	375983	07/21/22 P. DIESEL-PARKS	1,566.00			101 522 4522	212		1010
		Total for Vendor:	1,566.00						

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39612		2871 TOTAL RESTAURANT SUPPLY CO INC	118.56						
	462639	07/11/22 SEAL/BUSHING-BUNN	118.56			101 514 4514	220		1010
	462639	07/11/22 SALES TAX	8.15			101 514 4514	220		1010
	462639	07/11/22 SALES TAX	-8.15			101 2025			1010
	462639	07/11/22 D C TRANSIT TAX	0.59			101 514 4514	220		1010
	462639	07/11/22 D C TRANSIT TAX	-0.59			101 2026			1010
		Total for Vendor:	118.56						
39613		5035 VALLI INFORMATION SYSTEMS INC	1,985.43						
	83131	06/30/22 UTILITY BILLING MAILING	397.09			601 944 4944	325		1010
	83131	06/30/22 UTILITY BILLING MAILING	397.09			602 949 4949	325		1010
	83131	06/30/22 UTILITY BILLING MAILING	794.16			604 959 4959	325		1010
	83131	06/30/22 UTILITY BILLING MAILING	397.09			605 963 4963	325		1010
		Total for Vendor:	1,985.43						
39627		5047 WATERVILLE FOOD & ICE INC	440.40						
	04-213419	07/05/22 ICE-L.S.	225.80*			609 975 4975	257		1010
	04-213518	07/12/22 ICE-L.S.	214.60*			609 975 4975	257		1010
		Total for Vendor:	440.40						
39659		637 WEBER, LETH & WOESSNER PLC	1,435.50						
	JUN '22	07/07/22 .4 HR LEGAL-CITY ADMINISTRATI	58.00			101 160 4160	304		1010
	JUN '22	07/07/22 4.1 HRS LEGAL-SUNRISE 3RD SUB	594.50			101 191 4191	304		1010
	JUN '22	07/07/22 .7 HR LEGAL-SCHUETTE PROP	101.50			101 191 4191	304		1010
	JUN '22	07/07/22 .3 HR LEGAL-COUNCIL MISC	43.50			101 111 4111	304		1010
	JUN '22	07/07/22 2.4 HRS LEGAL-C C MTGS	348.00			101 111 4111	304		1010
	JUN '22	07/07/22 .5 HR LEGAL-SRTS PROJECT	72.50*			425 160 4160	304		1010
	JUN '22	07/07/22 .3 HR LEGAL-HAMILTON KASSON 4	43.50*			290 650 4650	304		1010
	JUN '22	07/07/22 1.2 HRS LEGAL-HWY 57 PROJ	174.00*			101 310 4310	304		1010
		Total for Vendor:	1,435.50						
39668		388 WESCO RECEIVABLES CORP	1,625.30						
	070289	07/08/22 4/0 SPLICE KITS	997.59			604 957 4957	220		1010
	072992	07/13/22 PRIM SPLICE HEAT SHRINK KITS	627.71			604 957 4957	220		1010
		Total for Vendor:	1,625.30						

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39615		5182 WHKS & CO.	1,430.00						
	46050	07/06/22 SUMP PUMP/SAN SEWER INSPECT PR	1,430.00			602 948 4948	303		1010
		Total for Vendor:	1,430.00						
39616		50 XCEL ENERGY	19.76						
	786457853	07/05/22 UTIL SERV-STR LT 6/3-7/2	19.76			101 316 4316	380		1010
		Total for Vendor:	19.76						
39644		4426 ZUMBROTA COMMUNITY BAND	150.00						
	06/29/22	FESTIVAL PARADE ENTRY	150.00*			877 100 4000	430		1010
		Total for Vendor:	150.00						
		# of Claims	70	Total:	463,208.44				

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Fund/Account	Amount
101 General Fund	
1010 CASH-OPERATING	\$46,039.60
211 Library Fund	
1010 CASH-OPERATING	\$459.64
247 1004 Assisted Living	
1010 CASH-OPERATING	\$43,822.54
290 Economic Development	
1010 CASH-OPERATING	\$43.50
425 SRTS	
1010 CASH-OPERATING	\$72.50
601 Water Fund	
1010 CASH-OPERATING	\$647.24
602 Sewer Fund	
1010 CASH-OPERATING	\$9,750.83
604 Electric Fund	
1010 CASH-OPERATING	\$313,911.84
605 Storm Water	
1010 CASH-OPERATING	\$659.01
606 ICE ARENA	
1010 CASH-OPERATING	\$876.88
609 Liquor Fund	
1010 CASH-OPERATING	\$33,362.53
877 Festival in Park Fund	
1010 CASH-OPERATING	\$13,562.33
Total:	\$463,208.44

07/22/22
10:58:23

CITY OF KASSON
Claim Approval Signature Page
For the Accounting Period: 7 / 22

Page: 15 of 15
Report ID: AP100A

CITY OF KASSON
401 5TH STREET SE
KASSON, MN 55944-2204

The claim batch dated _____ are approved for payment.

APPROVED _____

See signature page

Council Member

Council Member



Kasson Police Department

19 East Main Street
Kasson, MN 55944
507-634-3881
Fax: 507-634-4698

To: Mayor and City Council
From: Police Chief Joshua Hanson
CC:
Date: 7/19/2022
Re: Officer James Iem Performance Evaluation

Officer James Iem has been given his annual review and he meets expectations. Officer Iem is at Step 3 of Grade 10 (\$30.44/hour) and I recommend he be moved to Step 4 of Grade 10 (\$31.43/hour).

Respectfully submitted,

Police Chief Joshua Hanson



Kasson Police Department

19 East Main Street
Kasson, MN 55944
507-634-3881
Fax: 507-634-4698

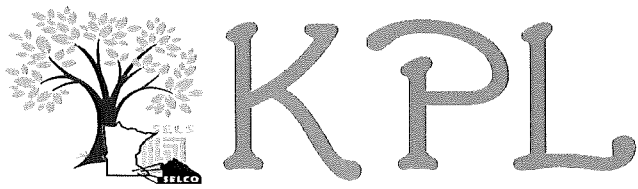
To: Mayor and City Council
From: Police Chief Joshua Hanson
CC:
Date: 7/19/2022
Re: Officer Jessica Peterson Performance Evaluation

Officer Jessica Peterson has been given her annual review and she meets expectations. Officer Peterson is at Step 1 of Grade 10 (\$28.55/hour) and I recommend she be moved to Step 2 of Grade 10 (\$29.47/hour).

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Joshua Hanson", is written over a horizontal line.

Police Chief Joshua Hanson



Kasson Public Library

607 1st St. NW, Kasson, MN 55944

507/634-7615 www.kasson.lib.mn.us

13 July 2022

Timothy Ibisch, City Administrator
City of Kasson
401 5th St. SE
Kasson, MN 55944

Dear Mr. Ibisch:

On June 28, I met with and reviewed Kelly Bell, Circulation Technician, in her 6-month evaluation in this position. She has both assumed greater responsibilities, as well as initiated new projects. We discussed an action plan to undertake worthy goals in circulation access and to help prevent inventory loss, as recorded on the Employee Progress Review document. In its regular meeting on July 12, 2022, the Kasson Public Library Board reviewed the evaluation as well. I, together with the approval of the Library Board, therefore recommend that Kelly Bell be removed from probationary status in her position as Circulation Technician.

I respectfully request your approval, along with that of the City Council, in its next meeting.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads 'Patricia Shaffer-Gottschalk'.

Patricia Shaffer-Gottschalk
Kasson Public Library Director
607 1st Street NW
Kasson, MN 55944

Kasson Fire Department – Monthly Meeting
July 11, 2022 - 1900

Meeting Called to Order: Chief Joe Fitch

Roll Call

Minutes of the previous meeting: Read and Approved

Treasurer's Report – Relief General Fund: \$30,175.02

Appointment of Entertainment: (AUGUST) JENSEN / KOB

Training/Drill(s):

JULY 18 - ZED building walkthrough

JULY 25 - SE EMS (bleeding control and triage)

Guest(s):

NONE

Old Business:

- **County Wide Active Shooter Training**
 - **August 6, 2022 at Triton high school from 8am-5pm**
 - **If you are interested in going sign up on the board**
 - **Trucks we can use are grass rig, engine 2, or old utility (bring your turnout gear)**
- **Project Kids fire hall visit and KM nursery group visit**
 - **Update provided by Derby - approximately 100 kids**
 - **Thank you to the members that helped out**
- **Frontline Worker Pay for Minnesota**
 - **Application open until July 22nd at 1700**

New Business:

- **Resignations**
 - **Effective July 1st - Tony Fjerstad, Brad Patton, and Alex Skogerbo**
- **Silent Auction and bean bag tournament**
 - **Saturday, October 8th - update provided by Capt. Ulve**
- **Hero's tug of war**
 - **Sunday, July 17th at 1300, Rudy is coordinating a team**
- **Guns versus Hoses Softball Tournament**
 - **Thursday, July 21st at 1900 hours, contact Lt. Campbell if you, family, or friends want to play**
- **Sunday, July 24th West Concord parade at 1300 with water fights to follow**
- **National Night Out**
 - **Tuesday, August 2nd - sign up on board**
 - **We need to have a strong presence this year so we can advocate for the new fire station**

- **Festival Weekend Activities**
 - Friday night we need guys to take a truck up to the park from 1730 - 1930, sign up on board
 - Saturday during the day we will send guys up to the park as we can
 - Chief will work on activity timeframe, will be similar to previous years
 - We will be focusing on advocating for the new fire station throughout the weekend
- **Update on Duty Crew hours**
 - Thank you for putting in your time and effort to fill our schedule
 - There is a still a significant difference in hours from the guys at the top and guys at bottom, lets try to
- **Wednesday July 27th at 1930**
 - Take a truck and show support for the memorial for Aidan Hegge
 - Sign up on board

Officers Update:

NONE

Relief Updates:

- **Update on Parr McKnight meeting provided by D.C. Seljan, there will be an upcoming vote on splitting our investments with SBI and Parr McKnight**

=====

- **Apparatus / Other Status Reports**
 - **Rescue** Gas monitor in Rescue has two sensors out, temp monitor has been placed for now
 - **Engine I**
 - **Engine II**
 - **Tanker I**
 - **New tanker**
 - **Ladder I** Cord from the ceiling will trip breaker when it rains, needs to be checked (if flipped, check breaker by refrigerator), new step placed on rear of ladder
 - **Grass Rig**
 - **Utility**
 - **Chief's truck**
 - **EMR Unit**
 - **HAZMAT**

Tray is in for the Chief's truck. Next steps is to spec out what equipment to load it with

New engine update - delivery has been pushed to January 2023

Numerous items were expired and were not restocked appropriately

Bills Reviews by Relief:

- N/A

Kasson Fire Department – Monthly Meeting cont.

January 3, 2022

Review of Calls:

52	Calls for June 2022
45	EMS
1	MVC
	Rescue
3	Structure Fire
2	Alarm
1	Canceled

Derby to provide update of the June guideline changes

Make sure we are restocking from the ambulance prior to leaving scene. If unable to do so, contact ambulance crew or let officers know what is needed

Capt. Schuh gave update on a call. Contact him if you want more information

Good of the Assoc:

Meeting Adjourned

Respectfully Submitted: Lindsey Derby, Sec / Treas '22

... Firefighters not in attendance – Please sign and date your reading of the Meeting Minutes ...

_____	_____
_____	_____
_____	_____

2905 South Broadway
Rochester, MN 55904-5515
Phone: 507.288.3923
Fax: 507.288.2675
Email: rochester@whks.com
Website: www.whks.com



June 8, 2022

Tim Ibisch, City Administrator
City of Kasson
401 5th Street SE
Kasson, MN 55944-2204

RE: Kasson, MN
Fairgrounds Water Tower
Pay Request 4

Dear Tim:

Enclosed is Pay Request No. 4 for work on the above referenced project. We recommend payment in the amount of \$479,964.95 to:

Maguire Iron, Inc.
P.O. Box 1446
Sioux Falls, SD 57101

Please contact me if you have any questions.

Sincerely,

WHKS & co.

A handwritten signature in blue ink that reads "Eric Tourdot".

Eric A. Tourdot, P.E.

EAT/et

Enclosures

cc:

Bret Teymer, Maguire Iron, Inc.

Contractor's Application for Payment No.

4

Application Period: 5/1/22 - 5/31/22		Application Date: 5/26/2022
To (Owner): City of Kasson, MN	From (Contractor): Maguire Iron, Inc.	Via (Engineer): WHKS
Project: Fairgrounds Water Tower Kasson, MN	Contract: Fairgrounds Water Tower Kasson, MN 2022	
Owner's Contract No.: N/A	Contractor's Project No.: N/A	Engineer's Project No.: 9297

Application For Payment

Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$	\$2,028,700.00
Number	Additions	Deductions	2. Net change by Change Orders.....	\$	
			3. Current Contract Price (Line 1 ± 2).....	\$	\$2,028,700.00
			4. TOTAL COMPLETED AND STORED TO DATE		
			(Column F total on Progress Estimates).....	\$	\$1,050,000.00
			5. RETAINAGE:		
			a. 5% X \$770,000.00 Work Completed.....	\$	\$38,500.00
			b. 5% X \$280,000.00 Stored Material.....	\$	\$14,000.00
			c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$52,500.00
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$997,500.00
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$517,535.05
			8. AMOUNT DUE THIS APPLICATION.....	\$	\$479,964.95
			9. BALANCE TO FINISH, PLUS RETAINAGE		
			(Column G total on Progress Estimates + Line 5.c above).....	\$	\$1,031,200.00
TOTALS					
NET CHANGE BY					
CHANGE ORDERS					

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:  Date: 5/26/2022

Inspector Signature

By: _____ Date: _____

Payment of: \$ **\$479,964.95**
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____
(Engineer) (Date)

is approved by: _____
(Owner) (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): Maguire Iron, Inc.				Application Number: 4				
Application Period: 5/1/22 - 5/31/22				Application Date: 5/26/2022				
			Work Completed		E	F		G
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Item Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period				
1	Design Drawings/Insurance/Bond	\$ 125,000.00	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	80.0%	\$ 25,000.00
2	Mobilization	\$ 50,000.00	\$ -	\$ 25,000.00	\$ -	\$ 25,000.00	50.0%	\$ 25,000.00
3	Foundation	\$ 385,000.00	\$ -	\$ 295,000.00	\$ -	\$ 295,000.00	76.6%	\$ 90,000.00
4	Piping	\$ 300,000.00	\$ 285,000.00	\$ -	\$ -	\$ 285,000.00	95.0%	\$ 15,000.00
5	Steel Receipts	\$ 280,000.00	\$ -	\$ -	\$ 280,000.00	\$ 280,000.00	100.0%	\$ -
6	Shop Fabrication	\$ 355,000.00	\$ -	\$ 65,000.00	\$ -	\$ 65,000.00	18.3%	\$ 290,000.00
7	Steel Delivery	\$ 20,700.00	\$ -	\$ -	\$ -	\$ -		\$ 20,700.00
8	Tank Erection	\$ 320,000.00	\$ -	\$ -	\$ -	\$ -		\$ 320,000.00
9	Painting	\$ 105,000.00	\$ -	\$ -	\$ -	\$ -		\$ 105,000.00
10	Electrical	\$ 33,000.00	\$ -	\$ -	\$ -	\$ -		\$ 33,000.00
11	Demo Tower & Existing Items	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -		\$ 40,000.00
12	Fencing and Sitework	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -		\$ 15,000.00
	Totals	\$ 2,028,700.00	\$ 385,000.00	\$ 385,000.00	\$ 280,000.00	\$ 1,050,000.00		\$ 978,700.00

REQUEST FOR COUNCIL ACTION

Meeting Date: July 21, 2022

AGENDA SECTION: New Business	ORIGINATING DEPT: Fin/Admin
ITEM DESCRIPTION: Greenstep Visitors	PREPARED BY: Greenstep Coordinators Chuck Coleman and Nancy Zaworski

ANNOUNCEMENT:

The City of Kasson is now a Greenstep 3 City.

Awards were given out at the League of Minnesota Conference in Duluth. To present the award to the City of Kasson on 7/27 in attendance will be :

Chuck Coleman, Co-Coordinator Kasson Greenstep
Kristin Mroz-Risse, Greenstep Cities and Nations, Co-Director, MPCA
Chris Meyer, Southeast CERT Coordinator, Clean Energy Resource Team

Kristin, Chris, Chuck and Nancy will tour the city in the few hours before Council meeting to show various projects and to discuss actions for Step 4.

COUNCIL ACTION REQUESTED:

None

TO: Kasson City Council
FROM: Timothy Ibisch, City Administrator
SUBJECT: Organized Collection
DATE: 11 July 2022

In light of Byron's decision to go to organized hauling I wanted to review options for garbage hauling in Kasson as well.

- There are two main types of garbage collection systems for cities to consider. One system, which Kasson currently uses is **Open Collection**, which is defined as individual residents and businesses being free to contract with any licensed collector to do businesses in the city. A 2009 MPCA study estimated that the number of cities utilizing this method was 65%.

Advantages	Disadvantages
Residents have more choice and are free to select collector based on preference	Generally, results in more expensive monthly cost for residents
Direct relationship between collector and customer	More collectors mean more truck traffic and damage to roads
There are minimal administrative costs for city	Inconsistent charges for same level of service
Smaller collectors are better able to enter market by servicing a portion of residents	City has reduced ability to manage collection

- The second main system is **Organized Collection**, which is defined as a specified collector, or a member of an organization of collectors, is authorized to collect from a defined geographic service area or areas some or all of the solid waste that is released by generators for collection. The same MPCA survey estimated that the number of cities utilizing this method was 35%.

Advantages	Disadvantages
Price paid per household is generally lower per month	Residents do not get to choose collector
Decreases the impacts of truck traffic and road damage	City has greater administrative involvement
City has greater ability to manage collection	Small collectors have higher entry cost to get into market and competitive opportunities are limited
Standardized service	Statutory requirement to switch from open collection is time consuming and can be politically difficult
City ability to seek RPF	

For **Organized Collection**, a city may organize the collection as a municipal service where city employees collect solid waste or by using one or more private collectors or an organization of collectors.

Organized Collection Procedural Requirements

The Waste Management Act allows cities to adopt organized collection using procedures outlined in the organized collection statutes. Home Rule Charter cities may be subject to additional procedural requirements including those adopted through a citizen petition for a referendum or for a proposed charter amendment.

1. **Notice to public and to licensed collectors**
2. **Exclusive negotiation period with licensed collectors**
 - a. Exclusive negotiation period must last at least 60 days
 - i. Meetings with elected officials and all licensed haulers to discuss waste collection issues, road deterioration, public safety, pricing mechanisms, contractual considerations etc.
 1. An agreement does not have to be reached, but this time allows the collectors an opportunity to develop a proposal as they will collect from designated sections of the city.
 - a. If an agreement is reached, public hearings are held and public notice is sent. This agreement shall be in effect for seven years. Organized collection may not begin for six months after the effective date of the city's decision to implement.
3. **Solid Waste Collection Options Committee**
 - a. If an agreement is not reached during the exclusive negotiation period, the city may form by resolution a Solid Waste collection Options Committee to further study the method of collection for the city and ultimately utilize the Council, city officials, licensed haulers, and city residents to provide a recommendation to the City Council. The City Council will review the recommendation at a public hearing.

Current Kasson Waste Hauling Permit Holders:

- Waste Management
- Hometown Sanitation
- Skeveland Sanitation
- LRS
- SunShine

City Code- Garbage and Refuse Haulers

Definitions. The following terms, as used in this Section, shall have the meanings stated:

Subd. 1. Garbage. The term "garbage" means all putrescible wastes, including animal offal and carcasses of dead animals but excluding human excreta, sewage and other water carried wastes.

Subd. 2. Other Refuse. The phrase “other refuse” means ashes, glass, crockery, cans, paper, boxes, rags and similar nonputrescible wastes but excluding sand, earth, brick, stone, concrete, trees, tree branches and wood.

License Required. It is unlawful for any person to haul garbage or other refuse for hire without a license therefor from the City, or to haul garbage or other refuse from his or her own residence or business property other than as herein excepted.

License Fees. The annual fee for a garbage and refuse hauler's license is the fee specified in the City's fee schedule as periodically set by resolution of the Council, subject to any limitations imposed by State law.

Exception. Nothing in this Section shall prevent persons from hauling garbage or other refuse from their own residences or business properties provided the following rules are observed: (a) that all garbage is hauled in containers that are water-tight on all sides and the bottom and with tight-fitting covers on top; (b) that all other refuse is hauled in vehicles with leak-proof bodies and completely covered or enclosed by canvas or other means or material so as to completely eliminate the possibility of loss of cargo; and, (c) that all garbage and other refuse shall be dumped or unloaded only at a sanitary land-fill or other authorized solid waste disposal facility.

Rates and Standards of Operation.

Subd. 1. Vehicle Conditions. Hauler licenses shall be granted only upon the condition that the licensee have tight packer-type vehicles in good condition to prevent loss in transit of liquid or solid cargo, that the vehicle be kept clean and as free from offensive odors as possible and not allowed to stand in any street longer than reasonably necessary to collect garbage or refuse, and that the same be dumped or unloaded at any authorized sanitary land-fill or other solid waste disposal facility, and strictly in accordance with regulations relating thereto.

Subd. 2. License Number Must Be Displayed. Every vehicle used to collect garbage or refuse shall have the name of the owner or operator and the City license number under which it is being operated on the body of the vehicle, or on a durable metal or wood plaque which shall be fastened to the body, at all times when the vehicle is used for collecting garbage or refuse.

Subd. 3. Service Charge Requirements. Licensees shall be required to impose charges for collection of mixed municipal solid waste that increase with the volume or weight of the waste collected and be prohibited from charging a greater charge on residents who recycle than on residents who do not recycle. Licensees shall comply with the provisions of Minnesota Statutes, Sections 115A.93 and 115A.9301 in setting the charges imposed by this Section.

Subd. 4. Proof of Vehicle Insurance. Before a garbage and refuse hauler's license shall be issued, the applicant shall file with the Clerk-Administrator evidence that he or she has provided public liability insurance on all vehicles in at least the sum of \$25,000.00 for the injury of one person, \$50,000.00 for the injury of two or more persons in the same accident, and \$10,000.00 for property damages. Said policy shall carry an endorsement that the policies will not be canceled or terminated without first giving notice to the City, in writing, at least ten (10) days prior to the proposed cancellation.

City Solid Waste Management

Understand city authority and requirements to regulate the collection and disposal of solid waste and the roles of state and county oversight. Read about city licensing authority and permitted assessments and fees. Learn about open and organized systems of solid waste collection, including their advantages and disadvantages. Includes a flowchart showing the process for adopting organized collection.

RELEVANT LINKS:

[Minn. Stat. § 412.221, subd. 22 \(3\).](#) [Minn. Stat. § 410.33.](#) [Troje v. City Council of City of Hastings](#), 310 Minn. 183, 245 N.W.2d 596 (1976).

[Minn. Stat. § 443.18.](#) [Minn. Stat. § 410.01.](#)

See [Minn. Stat. §§ 443.18-443.35](#) for more information about first class cities' authority and restrictions regarding solid waste management.

See Information Brief, [Minnesota Solid Waste History](#), Minnesota House of Representatives.

I. Authority, oversight, and definitions

A. Authority to regulate

All cities are authorized to provide for or regulate by ordinance the disposal of sewage, garbage, and other refuse. This broad grant of police power authorizes cities to regulate the collection and disposal of solid waste.

B. Authority to acquire, construct, and operate solid waste facilities—first class cities

First class cities (Minneapolis, St. Paul, Duluth, and Rochester) are authorized:

- To acquire by purchase or condemnation lands on which to build plants for the destruction of garbage and other refuse.
- To purchase, build, operate, and maintain such plants for the destruction of garbage and other refuse.
- To provide for the collection of all such garbage or refuse and its delivery to destruction plants or other places.
- To pay and contract to pay for the same in such annual installments and at such a rate of interest on deferred payments as the city council determines.

Each of these actions must be authorized by at least a three-fourths vote of all members of the city council. First class cities have additional authority and restrictions regarding solid waste management.

C. State oversight

Before the 1970s, open burning and open dumping were the most common forms of solid waste management.

RELEVANT LINKS:

[Minn. Stat. § 115A.46. Tools for local government, MPCA.](#)

See [Minn. Stat. ch. 115A.](#)

[Minn. Stat. § 115A.02.](#)

[Minn. Stat. § 115A.46. Minn. Stat. § 400.16. Minn. Stat. § 473.149. Minn. R. ch. 9215.](#)

[Minn. Stat. § 115A.46 subd. 5.](#)

[Minn. Stat. § 473.149. See Metropolitan Solid Waste Management Policy Plan 2016-2036.](#)

Beginning in the 1970s, the Minnesota Legislature adopted a variety of waste management regulations, and it gave the Minnesota Pollution Control Agency (MPCA) regulatory oversight over the management of solid waste and recycling.

The MPCA develops and enforces the state's solid waste management regulations. It also is responsible for approving the solid waste plans that counties must adopt. The MPCA offers a variety of tools to help counties, cities, and townships develop and support systems that recover resources and manage waste.

The Minnesota Legislature adopted the Waste Management Act in 1980. It establishes the following descending order of preference for waste management:

- Waste reduction and reuse.
- Waste recycling.
- Composting of source-separated compostable materials, including, but not limited to, yard waste and food waste.
- Resource recovery through mixed municipal solid waste composting or incineration.
- Land disposal that produces no measurable methane gas or that involves the retrieval of methane gas as a fuel for the production of energy to be used on-site or for sale.
- Land disposal that produces measurable methane and that does not involve the retrieval of methane gas as a fuel for the production of energy to be used on-site or for sale.

D. County oversight

Minnesota counties have primary responsibility for solid waste management, including recycling. All counties are required to adopt a solid waste plan that must include waste reduction and recycling provisions, as well as provisions to minimize the amount of waste disposed of in landfills.

After the MPCA has approved a county's solid waste plan, a city located in that county may not enter into a binding agreement governing solid waste management activity or develop or implement solid waste management activity (other than activity to reduce waste generation or reuse waste materials) that is inconsistent with the county's plan without the county's consent.

Metropolitan counties must develop solid waste management plans that are consistent with the most recent "metropolitan long-range policy plan."

RELEVANT LINKS:

[Minn. Stat. § 115A.03, subd. 21.](#)

[Minn. Stat. § 115A.03, subd. 31.](#)
[Minn. Stat. § 116.06, subd. 22.](#)

[Minn. Stat. § 115A.951.](#)
[Minn. Stat. § 115A.96.](#) [Minn. Stat. § 115A.03, subd. 17a.](#)
[Minn. Stat. § 115A.9565.](#)
[Minn. Stat. § 115A.931.](#)
[Minn. Stat. § 115A.935.](#)
[Minn. Stat. § 115A.932.](#)
[Minn. Stat. § 115A.9155.](#)
[Minn. Stat. § 115A.9157.](#)

E. Definitions

1. Mixed municipal solid waste

Mixed municipal solid waste is defined as “garbage, refuse, and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection.” Mixed municipal solid waste does not include “auto hulks, street sweepings, ash, construction debris, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and disposed of as separate waste streams.”

2. Solid waste

Solid waste is defined as “garbage, refuse, sludge from a water supply treatment plant or air contaminant treatment facility, and other discarded waste materials and sludges, in solid, semisolid, liquid, or contained gaseous form, resulting from industrial, commercial, mining, and agricultural operations, and from community activities.” Solid waste does not include:

- Hazardous waste
- Animal waste used as fertilizer
- Earthen fill, boulders, rock
- Concrete diamond grinding and saw slurry associated with the construction, improvement, or repair of a road when deposited on the road project site in a manner that is in compliance with best management practices and rules of the agency
- Sewage sludge
- Solid or dissolved material in domestic sewage or other common pollutants in water resources, such as silt, dissolved or suspended solids in industrial wastewater effluents or discharges which are point sources subject to permits under section 402 of the Federal Water Pollution Control Act, as amended, dissolved materials in irrigation return flows
- Source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended

State law specifically prohibits certain items from being included in mixed municipal solid waste or in solid waste, including: telephone directories, major appliances, electronic products containing a cathode-ray tube, yard waste, tires, motor and vehicle fluids and filters, mercury or mercury-containing devices or products from which the mercury has not been removed for reuse or recycling, fluorescent tubes, and certain batteries.

RELEVANT LINKS:

[Minn. Stat. § 115A.03, subd. 38.](#)

[Minn. Stat. § 115A.03, subd. 25a.](#)

[Minn. Stat. § 115A.03, subd. 32b.](#)

[Minn. Stat. § 115A.03, subd. 32a.](#) [Minn. Stat. § 115A.93.](#)

[Minn. Stat. § 115A.94.](#) See Section IV, *Solid waste and recycling collection*, for more information about organized collection.

3. Yard waste

Yard waste is defined as “garden wastes, leaves, lawn cuttings, weeds, shrub and tree waste, and prunings.”

4. Recyclable materials

Recyclable materials are defined as “materials that are separated from mixed municipal solid waste for the purpose of recycling or composting, including paper, glass, plastics, metals, automobile oil, batteries, source-separated compostable materials, and sole sourced waste streams that are managed through biodegradative processes.” Recyclable materials do not include refuse-derived fuel or other material that is destroyed by incineration.

5. Source-separated recyclable materials

Source-separated recyclable materials are defined as “recyclable materials, including commingled recyclable materials that are separated by the generator.”

6. Source-separated compostable materials

Source-separated compostable materials are defined as materials that:

- Are separated at the source by waste generators for the purpose of preparing them for use as compost.
- Are collected separately from mixed municipal solid waste and are governed by the licensing provisions of section 115A.93.
- Are comprised of food wastes, fish and animal waste, plant materials, diapers, sanitary products, and paper that is not recyclable.
- Are delivered to a facility to undergo controlled microbial degradation to yield a humus-like product meeting the MPCA’s class I or class II, or equivalent, compost standards, and where process rejects do not exceed 15 percent by weight of the total material delivered to the facility.
- May be delivered to a transfer station, mixed municipal solid waste processing facility, or recycling facility only for the purposes of composting or transfer to a composting facility, unless the commissioner determines that no other person is willing to accept the materials.

7. Organized collection

Organized collection is defined as “a system for collecting solid waste in which a specified collector, or a member of an organization of collectors, is authorized to collect from a defined geographic service area or areas some or all of the solid waste that is released by generators for collection.”

RELEVANT LINKS:

[Waste Management in Minnesota, Minnesota State Auditor](#)

[Minn. Stat. § 115A.94, subd. 5.](#) See Section IV, *Solid waste and recycling collection*, for more information about organized collection.

[Minn. Stat. § 115A.94, subd. 5.](#)

[Minn. Stat. § 473.811, subd. 5\(b\).](#) [Minn. Stat. § 473.121.](#)

[Minn. Stat. § 115A.941.](#)

8. Open collection

Open collection is generally defined as a system for collecting solid waste or recyclable materials where individual residents and businesses are free to contract with any collector licensed to do business in the city.

II. City regulation and licensing

A. Required regulation

There are three situations where cities are required to regulate solid waste collection.

1. County organized collection ordinance

Any county can adopt an ordinance requiring cities or towns within its boundaries to organize collection of solid waste. If a city does not comply with the county's organized collection ordinance, the county can organize collection itself.

A county's organized collection ordinance—in addition to requiring solid waste collection—may also require the separation and separate collection of recyclable materials, specify the material to be separated, and require cities to meet any performance standards for source separation contained in the county's solid waste plan.

2. Cities in the metropolitan area

Cities in the metropolitan area must adopt an ordinance regulating the collection of solid waste within its boundaries. The metropolitan area includes the counties of Anoka, Carver, Dakota (excluding the city of Northfield), Hennepin (excluding the cities of Hanover and Rockford), Ramsey, Scott (excluding the city of New Prague), and Washington. If a city is located in a metropolitan county that has adopted a collection ordinance, the city must adopt either the county ordinance by reference or a stricter ordinance. If a city is located in a metropolitan county that has adopted a recyclable-separation ordinance, the ordinance applies in all cities within the county that have failed to meet the local abatement performance standards stated in the most recent annual county report.

3. Cities with a population of 1,000 or more

Any city, regardless of where it is located, with a population of 1,000 or more must ensure that every residential household and business in the city has solid waste collection service.

RELEVANT LINKS:

[Minn. Stat. § 115A.941](#). See Section IV, *Solid waste and recycling collection*, for more information about organized collection.

[Minn. Stat. § 115A.941](#).

[Minn. Stat. § 115A.151](#).

[Minn. Stat. § 115A.93, subd. 1](#).

[Minn. Stat. § 115A.93, subd. 2](#). [Minn. Stat. § 115A.93, subd. 1\(a\)](#). *Troje v. City Council of City of Hastings*, 310 Minn. 183, 245 N.W.2d 596 (1976).

[Minn. Stat. § 115A.93, subd. 3](#).

[Minn. Stat. § 115A.93, subd. 3](#).

To comply with this requirement, cities are authorized to organize solid waste collection, provide collection by city employees, or require by ordinance that every household and business has a contract for collection services. An ordinance with such a requirement must also provide for enforcement. Cities must follow specific procedural requirements before adopting organized collection of solid waste.

A city with a population of 1,000 or more may exempt a residential household or business from the requirement to have solid waste collection service if the household or business ensures that an environmentally sound alternative is used.

B. Recycling required at city facilities

All statutory and home rule charter cities are required to ensure that facilities under their control, from which mixed municipal solid waste is collected, have containers for at least three recyclable materials, such as, but not limited to, paper, glass, plastic, and metal. Cities also must transfer all recyclable materials collected to a recycler.

C. Licensing

1. Solid waste collectors

State law prohibits any person from collecting mixed municipal solid waste for hire without a license from the jurisdiction where that waste is collected.

Cities are authorized to license solid waste collectors. If a city does so, it must submit a list of licensed collectors to the MPCA. County boards are required to adopt by resolution the licensing authority of any city that does not license solid waste collectors. If a city acts as a licensing authority, it may impose requirements that are consistent with the county's solid waste policies. In addition, state law establishes several requirements that must be imposed for any license issued to a solid waste collector.

First, a license must require collectors to impose charges for collection of mixed municipal solid waste that increase with the volume or the weight of waste collected. For example, a solid waste collector could charge fees that increase with the increasing volume of solid waste generated by customers. Garbage carts of different sizes, measured by their volume in gallons, could be issued to customers who can decide what size garbage cart best suits their disposal needs.

The commissioner of the MPCA may exempt a licensing authority from this requirement if the county in which the city is located has an approved solid waste plan that concludes that variable rate pricing is not appropriate for that jurisdiction because it is inconsistent with other incentives and mechanisms

RELEVANT LINKS:

[Minn. Stat. § 115A.93, subd. 3\(a\).](#)

[Minn. Stat. § 115A.93, subd. 3.](#)

[Minn. Stat. § 115A.553, subd. 2.](#) [Minn. Stat. § 115A.93, subd. 1\(b\).](#)

[Minn. Stat. § 115A.46, subd. 5.](#)

[Orr v. City of Rochester](#), 193 Minn. 371, 258 N.W. 569 (1935).

[Waste Systems Corp. v. County of Martin](#), 985 F.2d 1381 (8th Cir. 1993). [C & A Carbone, Inc. v. Town of Clarkstown, New York](#), 511 U.S. 383 (1994).

implemented that are more effective in attaining the goals of discouraging on-site disposal, littering, and illegal dumping. The commissioner may also exempt a collector from this requirement while revisions are being made to the county's solid waste plan if certain conditions are met. The exemption is only effective until the county solid waste plan is revised.

Second, a license that requires a pricing system based on volume instead of weight shall determine a base unit size for an average small quantity household generator of waste and establish, or require the licensee to establish, a multiple unit pricing system that ensures that amounts of waste generated in excess of the base unit amount are priced higher than the base unit price.

Third, a license shall prohibit collectors from imposing a greater charge on residents who recycle than on residents who do not.

2. Recycling collectors

Counties can require either county or municipal licenses for the collection of recyclable materials. A person may not collect recyclable materials for hire unless that person is licensed locally or is registered with the MPCA. Each county must ensure that materials separated for recycling are taken to markets for sale or to recyclable material processing centers. No county may prevent a person that generates or collects solid waste from delivering recyclable materials to a recycling facility of the generator's or collector's choice.

If a city acts as a licensing authority, it may impose requirements that are consistent with the county's recycling policies. A city can also impose requirements that are in addition to or different from the county's policies if the city's requirements are designed to reduce waste generation or promote the reuse of waste materials.

3. License fees

State law does not address the amount that cities can charge for licenses for collection of solid waste or recyclable materials. Generally, a license fee must be reasonable. It should not be viewed as a source of revenue and should be in an amount that is close to the direct and indirect costs in issuing the license and regulating the licensed activity.

D. Requiring use of specific waste facility

Some municipalities have adopted ordinances that regulate the flow of solid waste, for example, by designating where it must be taken for disposal. This is generally done as a tool to achieve solid waste management goals.

RELEVANT LINKS:

Ben Ohrleins and Sons and Daughter, Inc. v. Hennepin County, 115 F.3d 1372 (8th Cir. 1997).

City of Philadelphia v. New Jersey, 437 U.S. 617 (1978).
United Haulers Ass'n, Inc. v. Oneida-Herkimer Solid Waste Management Auth., 550 U.S. 330 (2007).

LSP Transmission Holdings, LLC v. Sieben, 954 F.3d 1018, 1026 (8th Cir. 2020).

General Motors Corporation v. Tracy, 519 U.S. 278, 306 (1997).

Paul's Industrial Garage, Inc. v. Goodhue County, No. 21-2614 (8th Cir. 2022).

Minn. Stat. §§ 115A.83-115A.86.

Minn. Stat. § 115A.83. Minn. Stat. § 115A.03, subds. 27 and 28.

Flow control ordinances may raise constitutional issues under the Commerce Clause of the United States Constitution if they interfere with the flow of interstate commerce.

Courts have recognized a distinction under the Commerce Clause that generally allows municipalities more authority to take actions affecting solid waste if they are acting as a “market participant” instead of as a government regulator. When a municipality is providing for or contracting for waste management services, it generally is thought to be acting as a market participant.

The dormant Commerce Clause prohibits states from implementing regulations that favor in-state economic interests by burdening out-of-state competitors. However, Courts have found that local governments may provide differential treatment to entities that perform different services in the same market as long as no actual or prospective competition exists. For example, a county ordinance that requires waste be made into refuse-derived fuel (RDF) and transferred to a state-run energy plant instead of contracting an out of state entity that transfers waste to a landfill does not violate the dormant Commerce Clause because the out-of-state entity performs a different service.

State law authorizes counties or sanitary districts to adopt a designation ordinance requiring that all solid waste generated within a specific geographic area must be delivered to a specific solid waste facility. A designation ordinance does not apply to the following materials:

- Materials separated from solid waste and recovered for reuse in their original form or for use in manufacturing processes.
- Materials that are processed at a resource recovery facility at the capacity in operation at the time that the designation plan is approved by the commissioner of the MPCA.
- Materials that are separated at a permitted transfer station located within the boundaries of the designating authority for the purpose of recycling the materials if either: (1) the transfer station was in operation on Jan. 1, 1991; or (2) the materials were not being separated for recycling at the designated facility at the time the transfer station began separation of the materials.
- Recyclable materials that are being recycled, and residuals from recycling if there is at least an 85 percent volume reduction in the solid waste processed at the recycling facility and the residuals are managed as separate waste streams.

RELEVANT LINKS:

[Minn. Stat. § 115A.94, subd. 3.](#)
[Minn. Stat. § 115A.86.](#)

[Minn. Stat. § 473.813.](#)
[Minn. Stat. § 473.121.](#)

LMCIT staff can assist in reviewing city contracts, especially provisions related to insurance and liability. For more information, contact Chris Smith, Risk Management Attorney, at csmith@lmc.org or 651-281-1269.

[Minn. Stat. § 115A.93, subd. 5.](#)
[Minn. Stat. § 13.02, subds. 9, 12.](#)

[Minn. Stat. § 443.015.](#) See [Adopting Assessments for Unpaid Charges for Garbage Collection and Disposal Services](#), LMC Model Resolution, and [Providing for Assessment of Unpaid Charges for Garbage Collection and Disposal Services](#), LMC Model Ordinance.

[Minn. Stat. § 443.29.](#)

If a city organizes collection, by contract or as a municipal service, it may include a requirement that all or any portion of the solid waste be delivered to a waste facility identified by the city. This requirement would not apply to recyclable materials and materials that are processed at a resource recovery facility at the capacity in operation at the time the requirement is imposed. In a district or county where a resource recovery facility has been designated by ordinance, organized collection must conform to the designation ordinance's requirements.

Cities in the metropolitan area have authority to directly negotiate and enter into contracts—for a term not to exceed 30 years—for the delivery of solid waste to a waste facility, and the processing of solid waste. Contracts made by direct negotiations shall be approved by resolution.

Before a city in the metropolitan area enters into a contract for a period of more than five years, it must submit the proposed contract and a description of the proposed activities under the contract to the commissioner of the MPCA for review and approval.

E. Customer lists

Customer lists that solid waste collectors provide to cities are private data on individuals, or nonpublic data with regard to data not on individuals, under the Minnesota Government Data Practices Act.

III. City assessments and fees

A. Assessments for unpaid services

Any statutory city or city of the fourth class that provides, by contract or otherwise, for garbage collection and disposal may by ordinance require the owners of all property served to pay the proportionate cost of the service to their properties. The city council may annually levy an assessment equal to the unpaid cost as of Sept. 1 of each year against each lot or parcel of land. The assessment may include a penalty not to exceed 10 percent of the unpaid amount, and shall bear interest not exceeding 6 percent per year. Such assessments shall be certified to the county auditor and shall be collected and remitted to the city treasurer in the same manner as assessments for local improvements.

First class cities (Minneapolis, St. Paul, Duluth, and Rochester) have additional authority to collect unpaid charges for rubbish disposal in a civil action, or to assess them against the property receiving the service and collect them as other taxes are collected.

RELEVANT LINKS:

[Minn. Stat. § 115A.921, subd. 1.](#)

[Minn. Stat. § 115A.921, subd. 1.](#)

[Minn. Stat. § 115A.921, subd. 2.](#) [Minn. Stat. § 115A.03, subd. 7.](#)

[Minn. Stat. § 115A.921, subd. 2.](#)

[Minn. Stat. § 115A.929.](#)

B. City fees

1. Operators of disposal facilities

A city may charge a fee that cannot exceed \$1 per cubic yard of waste, or its equivalent, on operators of facilities for the disposal of mixed municipal solid waste located in the city. The fees must be credited to the city's general fund. Revenue produced by 25 cents of the fee must be used only for purposes of landfill abatement or for mitigating and compensating for the local risks, costs, and other adverse effects of the facilities.

Revenue produced by the balance of the fee may be used for any general fund purpose.

There is an exemption from this fee for waste residue from recycling facilities at which recyclable materials are separated or processed for the purpose of recycling, or from energy and resource-recovery facilities at which solid waste is processed for the purpose of extracting, reducing, converting to energy, or otherwise separating and preparing solid waste for reuse if there is at least an 85 percent weight reduction in the solid waste processed.

A city also may charge a fee not to exceed 50 cents per cubic yard of waste, or its equivalent, on operators of facilities for the disposal of construction debris located within the city. The revenue from the fees must be credited to the city general fund. Two-thirds of the revenue must be used only for purposes of landfill abatement or for purposes of mitigating and compensating for the local risks, costs, and other adverse effects resulting from the facilities.

There is an exemption from 25 percent of this fee if the facility has implemented a recycling program that the county has approved, and 25 percent if the facility contains a liner and leachate collection system the MPCA has approved. Two-thirds of the revenue from this fee must offset any financial assurances required by the city for a construction debris facility. The maximum revenue that may be collected for this type of fee must be determined by multiplying the total permitted capacity of a facility by 15 cents per cubic yard. Once the maximum revenue has been collected for a facility, the fees in this subdivision may no longer be imposed.

2. Accounting for fees

Cities that provide for solid waste management shall account for all revenue collected from waste management fees, together with interest earned on revenue from the fees, separately from other revenue collected by the city.

RELEVANT LINKS:

[Minn. Stat. § 115A.03, subd. 36.](#)

[Minn. Stat. § 115A.919.](#)
[Minn. Stat. § 115A.921.](#)

[Minn. Stat. § 115A.923.](#)
For more information about these fees see Section III. B., *City Fees*. [Minn. Stat. § 115A.929.](#)

[Minn. Stat. § 115A.945.](#)

[Analysis of Waste Collection Service Arrangements](#), Minnesota Pollution Control Agency, June 2009.

[Minn. Stat. § 115A.94, subds. 1, 3.](#) See Section IV.D., *Procedural requirements for adopting organized collection*, for more information.

Cities must report revenue collected from the fees and use of the revenue separately from other revenue and use of revenue in any required financial report or audit.

A city provides solid waste management and is subject to this requirement for a separate accounting and reporting if a city engages in any activities that are intended to affect or control the generation of waste, or engages in any activities that provide for or control the collection, processing, and disposal of waste. State law defines waste management fees as:

- All fees, charges, and surcharges collected under sections 115A.919, 115A.921, and 115A.923 of the Minnesota Statutes.
- All tipping fees collected at waste management facilities owned or operated by the city.
- All city charges for waste collection and management services.
- Any other fees, charges, or surcharges imposed on waste for the purpose of waste management, whether collected directly from generators, indirectly through property taxes, or as part of utility or other charges for city-provided services.

Any city that provides or pays for the costs of collection or disposal of solid waste must, through a billing or other system, make the prorated share of those costs for each solid waste generator visible and obvious to the generator.

IV. Solid waste and recycling collection

A. Types of collection systems—open collection and organized collection

The two main types of collection systems for solid waste and recycling are commonly referred to as “open collection” and “organized collection.” A 2009 study authorized by the MPCA estimated that the number of cities with open solid waste collection was between 65 to 80 percent, and the number of cities with organized solid waste collection was between 20 to 35 percent. The same study indicated that the number of cities with open recycling was estimated to be between 40 to 60 percent, and the number of cities with organized recycling was estimated to be between 50 to 60 percent.

Open collection is generally defined as a collection system where individual residents and businesses are free to contract with any collector licensed to do business in the city.

Organized collection is defined as a “system for collecting solid waste in which a specified collector, or a member of an organization of collectors, is authorized to collect from a defined geographic service area or areas some or all of the solid waste that is released by generators for collection.”

RELEVANT LINKS:

[Minn. Stat. § 115A.94, subd. 3.](#)

[Minn. Stat. § 471.345. Minn. Stat. § 412.311. *Schwandt Sanitation of Paynesville v. City of Paynesville*, 423 N.W.2d 59 \(Minn. Ct. App. 1988\).](#)

[Minn. Stat. § 115A.94, subd. 3. Minn. Stat. § 115A.86.](#)

[Minn. Stat. § 115A.94, subd. 3.](#)

[Minn. Stat. § 115A.94, subds. 1, 3. Minn. Stat. § 115A.03, subds. 25a, 31. Minn. Stat. § 116.06, subd. 22.](#)

[Waste Recovery Coop. of Minn. v. Cnty. of Hennepin](#), 475 N.W.2d 892 (Minn. Ct. App. 1991).

A city must comply with certain procedural requirements in the organized collection statute before adopting organized collection of solid waste. There may be additional procedural requirements for home rule charter cities.

A city may organize collection as a municipal service where city employees collect solid waste from a defined geographic service area or areas. In the alternative, cities may organize collection by using one or more private collectors or an organization of collectors. The agreement with the private collectors may be made through an ordinance, franchise, license, negotiated or bid contract, or by other means.

The competitive bidding requirements in state law do not apply to city contracts for solid waste collection because a contract for these services does not meet the definition of a “contract” that is subject to the Uniform Municipal Contracting Law.

Organized collection accomplished by contract or as a municipal service may include a requirement that all or any portion of the solid waste—except recyclable materials and materials that are processed at a resource-recovery facility at the capacity in operation at the time the requirement is imposed—be delivered to a waste facility identified by the city. In a district or county where a resource-recovery facility has been designated by ordinance, organized collection must conform to the ordinance’s requirements.

Cities are prohibited from establishing or administering organized collection in a way that impairs recycling. Further, cities must exempt recyclable materials from organized collection upon a showing by the person who generates the recyclables or a collector of recyclables that the materials are or will be separated from mixed municipal solid waste by the generator, separately collected, and delivered for reuse in their original form or for use in a manufacturing process.

It is not absolutely clear whether a city that decides to enter into an agreement for the collection of recyclable materials, including source-separated compostable materials, with one collector or an organization of collectors is required to comply with the procedural requirements in the organized collection statute. The answer likely depends on whether the definition of “solid waste” referenced in the organized collection statute should be interpreted to include recyclable materials.

The Minnesota Court of Appeals, in a published opinion, considered a similar issue of whether telephone directories, which were collected for recycling, were subject to a county’s designation ordinance requiring mixed municipal solid waste to be disposed of at a county-designated facility. The court of appeals concluded that the telephone directories did not meet the definition of mixed municipal solid waste or of solid waste because they were being collected for recycling in a “separate waste stream” and were not being “discarded” as solid waste.

RELEVANT LINKS:

[Minn. Stat. § 115A.94, subd. 6.](#)

[Minn. Stat. § 115A.03, subd. 4.](#) [Minn. Stat. § 115A.94.](#)

[Jennissen v. City of Bloomington](#), 913 N.W.2d 456 (Minn. 2018). [Clark v. City of Saint Paul](#), 934 N.W.2d 234 (Minn. 2019). [Jennissen v. City of Bloomington](#), A17-0221 (Minn. 2020).

[Analysis of Waste Collection Service Arrangements](#), Minnesota Pollution Control Agency, June 2009.

If a city is considering entering into an agreement for the collection of recyclable materials with one collector or an organization of collectors, it should consult its city attorney to determine whether it must follow the procedural requirements in the organized collection statute.

B. Organized collection is generally optional

The organized collection statute provides that the authority to organize the collection of solid waste is optional and is in addition to authority governing solid waste collection granted by other law. The statute also provides that a city may exercise any authority granted by any other law, including a home rule charter, to govern collection of solid waste. A city would only be required to organize collection if the county in which it is located has by ordinance required cities within its jurisdiction to organize collection.

The Waste Management Act defines cities as “statutory and home rule charter cities authorized to plan under sections 462.351 to 462.364.” Therefore, both statutory and home rule charter cities may adopt organized collection using the procedures outlined in the organized collection statute.

The Minnesota Supreme Court has held that the Waste Management Act does not preempt home rule charter cities from regulating the process for organizing the collection of solid waste. Instead, the Supreme Court concluded that the Act establishes the minimum procedural requirements that cities must follow before adopting organized collection, and that home rule charter cities may be subject to additional procedural requirements, including those adopted through a citizen petition for a referendum or for a proposed charter amendment.

C. Open collection versus organized collection: pros and cons

1. Open collection

There are several frequently cited advantages of open collection:

- Residents have more choice and are free to select a solid waste collector based on their preference.
- There is a direct relationship between the solid waste collector and its customers.
- There are minimal administrative costs for cities.
- Smaller solid waste collectors are better able to enter the market in an open collection system by servicing a portion of city residents.

RELEVANT LINKS:

[*Analysis of Waste Collection Service Arrangements*](#), Minnesota Pollution Control Agency, June 2009.

[*The Benefits of Organized Collection*](#), Minnesota Pollution Control Agency, Feb. 2012. [*Analysis of Waste Collection Service Arrangements*](#), Minnesota Pollution Control Agency, June 2009.

[*Analysis of Waste Collection Service Arrangements*](#), Minnesota Pollution Control Agency, June 2009.

[Minn. Stat. § 115A.94. 2013](#)
[Minn. Laws ch. 45.](#)

In contrast, there are several frequently cited disadvantages of open collection:

- Open collection generally results in a more expensive monthly cost for residents.
- Multiple collectors mean more truck traffic and the resulting negative side effects, including the potential for added street maintenance costs, and increased vehicle noise and emissions, fuel consumption, and vehicle accidents.
- There may be inconsistent charges for the same level of service in a city.
- Cities have reduced ability to manage solid waste collection.

2. Organized collection

There are several frequently cited advantages of organized collection:

- The price paid by households in an organized collection system is generally lower per month for similar service levels than in an open collection system due to increased efficiencies from serving every household or business in the community or on a particular route.
- Limiting the number of solid waste collectors allows cities to decrease the impacts of increased truck traffic, including the potential for added street maintenance costs, vehicle noise and emissions, fuel consumption, and vehicle accidents.
- Cities have greater ability to manage solid waste collection and can establish service requirements.
- Standardized service makes public education easier.
- Cities' ability to seek requests for proposals on a regular basis helps lower costs.

In contrast, there are several frequently cited disadvantages of organized collection:

- Households and businesses do not get to choose their collector.
- Cities have greater administrative involvement and costs.
- Small collectors have higher entry costs to get into the market and competitive opportunities are limited to contract openings.
- The statutory requirements for switching from open collection to organized collection are time consuming and can be difficult politically.

D. Procedural requirements for adopting organized collection

There are several procedural steps a city must take before it is authorized to adopt organized collection of solid waste.

RELEVANT LINKS:

See Appendix A, Organized Collection Flowchart.

[Minn. Stat. § 115A.03, subd. 4.](#) [Minn. Stat. § 115A.94.](#)

[Jennissen v. City of Bloomington](#), 913 N.W.2d 456 (Minn. 2018). [Clark v. City of Saint Paul](#), 934 N.W.2d 234 (Minn. 2019). [Jennissen v. City of Bloomington](#), A17-0221 (Minn. 2020).

[Minn. Stat. § 115A.94, subd. 4d.](#) [Minn. Stat. § 331A.03.](#)

[Minn. Stat. § 115A.94, subd. 4d.](#)

[Minn. Stat. § 115A.94, subd. 4e.](#)

[Minn. Stat. § 115A.94, subd. 4d.](#)

The Minnesota Legislature adopted significant changes to the organized collection statute in 2013 that were designed to simplify the process for adopting organized collection. Any city that has adopted organized collection as of May 1, 2013, is exempt from the new requirements.

The Waste Management Act defines cities as “statutory and home rule charter cities authorized to plan under sections 462.351 to 462.364.” Therefore, both statutory and home rule charter cities may adopt organized collection using the procedures outlined in the organized collection statute.

The Minnesota Supreme Court has held that the Waste Management Act does not preempt home rule charter cities from regulating the process for organizing the collection of solid waste. Instead, the Supreme Court concluded that the Act establishes the minimum procedural requirements that cities must follow before adopting organized collection, and that home rule charter cities may be subject to additional procedural requirements, including those adopted through a citizen petition for a referendum or for a proposed charter amendment.

1. Notice to public and to licensed collectors

A city with more than one licensed collector must first give notice to the public and to all licensed collectors that it is considering adopting organized collection. State law does not specify how notice should be provided. The League recommends providing both published notice and individual mailed notice to each licensed collector.

2. Exclusive negotiation period with licensed collectors

After the city provides notice of its intent to consider adopting organized collection, it must provide a negotiation period that is exclusive between the city and all collectors licensed to operate in the city. This exclusive negotiation period must be at least 60 days, but it may be longer if the city chooses.

Before the exclusive meetings and negotiation, participating licensed collectors and elected officials must meet and confer regarding waste collection issues, including but not limited to road deterioration, public safety, pricing mechanisms, and contractual considerations unique to organized collection.

A city is not required to reach an agreement with the licensed collectors during this period. The purpose of the exclusive negotiation period is to allow the licensed collectors an opportunity to develop a proposal in which they, as members of an organization of collectors, will collect solid waste from designated sections of the city.

RELEVANT LINKS:

[Minn. Stat. § 115A.94, subd. 4d.](#)

[Minn. Stat. § 115A.94, subd. 4d.](#)

[Minn. Stat. § 115A.94, subd. 4d.](#)

[Minn. Stat. § 115A.94, subd. 4c.](#)

LMCIT staff can assist in reviewing city contracts, especially provisions related to insurance and liability. For more information, contact Chris Smith, Risk Management Attorney, at csmith@lmc.org or 651-281-1269.

[Minn. Stat. § 115A.94 subd. 4a.](#) [Minn. Stat. ch. 13D.](#)

[Minn. Stat. § 115A.94, subd. 4b.](#)

[Minn. Stat. § 115A.94, subd. 4b.](#)

The proposal must contain identified city priorities, including issues related to zone creation, traffic, safety, environmental performance, service provided, and price, and must reflect existing collectors maintaining their respective market share of business as determined by each hauler's average customer count during the six months before the beginning of the exclusive negotiation period.

If an existing collector opts to be excluded from the proposal, the city may allocate its customers proportionally based on market share to the participating collectors who choose to negotiate.

If an organized collection agreement is established as a result of the exclusive negotiation period, the initial agreement must be in effect for seven years. Upon execution of an agreement between the participating licensed collectors and the city, the city shall establish organized collection through appropriate local controls. The city does not need to establish a solid waste collection options committee if it reaches an agreement with the licensed haulers during the exclusive negotiation period; however, the city must first provide public notice and a public hearing before officially deciding to implement organized collection. Organized collection may begin no sooner than six months after the effective date of the city's decision to implement organized collection.

3. Solid waste collection options committee

If a city does not reach an agreement with its licensed collectors during the exclusive negotiation period, it may form by resolution a "solid waste collection options committee" to study additional methods of solid waste collection. The city council appoints the committee members. The committee is subject to the open meeting law and has several mandatory duties.

First, the committee shall determine which methods of solid waste collection to examine, which must include at least three methods of collection: (1) the existing system of collection; (2) a system in which a single collector collects solid waste from all sections of the city; and (3) a system in which multiple collectors, either singly or as members of an organization of collectors, collect solid waste from different sections of the city.

Second, the committee shall establish a list of criteria on which the organized collection methods selected for examination will be evaluated, which may include: costs to residential subscribers; the impacts on residential subscribers' ability to choose a provider of solid waste service based on the desired level of service, costs, and any other factors; the impact of miles driven on city streets and alleys and the incremental impact of miles driven by collection vehicles; initial and operating costs of implementing the solid waste collection system; providing incentives for waste reduction;

RELEVANT LINKS:

[Minn. Stat. § 115A.94, subd. 4b.](#)

[Minn. Stat. § 115A.94, subd. 4b.](#)

[Minn. Stat. § 115A.94, subd. 4b.](#)

[Minn. Stat. § 115A.94, subd. 4c.](#)

[Minn. Stat. § 115A.94, subd. 4c.](#)
[Minn. Stat. § 115A.94, subd. 3.](#)

[Minn. Stat. § 115A.94, subd. 7.](#)

impacts on solid waste collectors; and other physical, economic, fiscal, social, environmental, and aesthetic impacts.

Third, the committee shall collect information regarding the operation and efficacy of existing methods of organized collection in other cities and towns.

Fourth, the committee shall seek input from, at a minimum:

- The city council
- The city official responsible for solid waste issues
- Persons currently licensed to operate solid waste collection and recycling services in the city
- City residents who currently pay for residential solid waste collection services

Finally, the committee must issue a report on its research, findings, and any recommendations to the city council.

4. Public notice and public hearing

A city council shall consider the committee's report and recommendations. A city must provide public notice and hold at least one public hearing before deciding to implement organized collection.

5. Implementation

A city can begin organized collection no sooner than six months after the effective date of the city's decision to implement organized collection. A city may organize collection as a municipal service where city employees collect solid waste from a defined geographic service area or areas. In the alternative, cities may organize collection by using one or more private solid waste collectors or an organization of collectors. An agreement with private collectors may be made through an ordinance, franchise, license, negotiated or bidded contract, or by other means.

6. Anticompetitive conduct

A city that organizes collection is authorized to engage in anticompetitive conduct to the extent necessary to plan and implement its chosen organized collection system and is immune from liability under state laws relating to antitrust, restraint of trade, and unfair practices, and other regulation of trade or commerce.

RELEVANT LINKS:

[Minn. Stat. § 115A.94, subd. 4f.](#)
[Minn. Stat. § 604.02.](#)

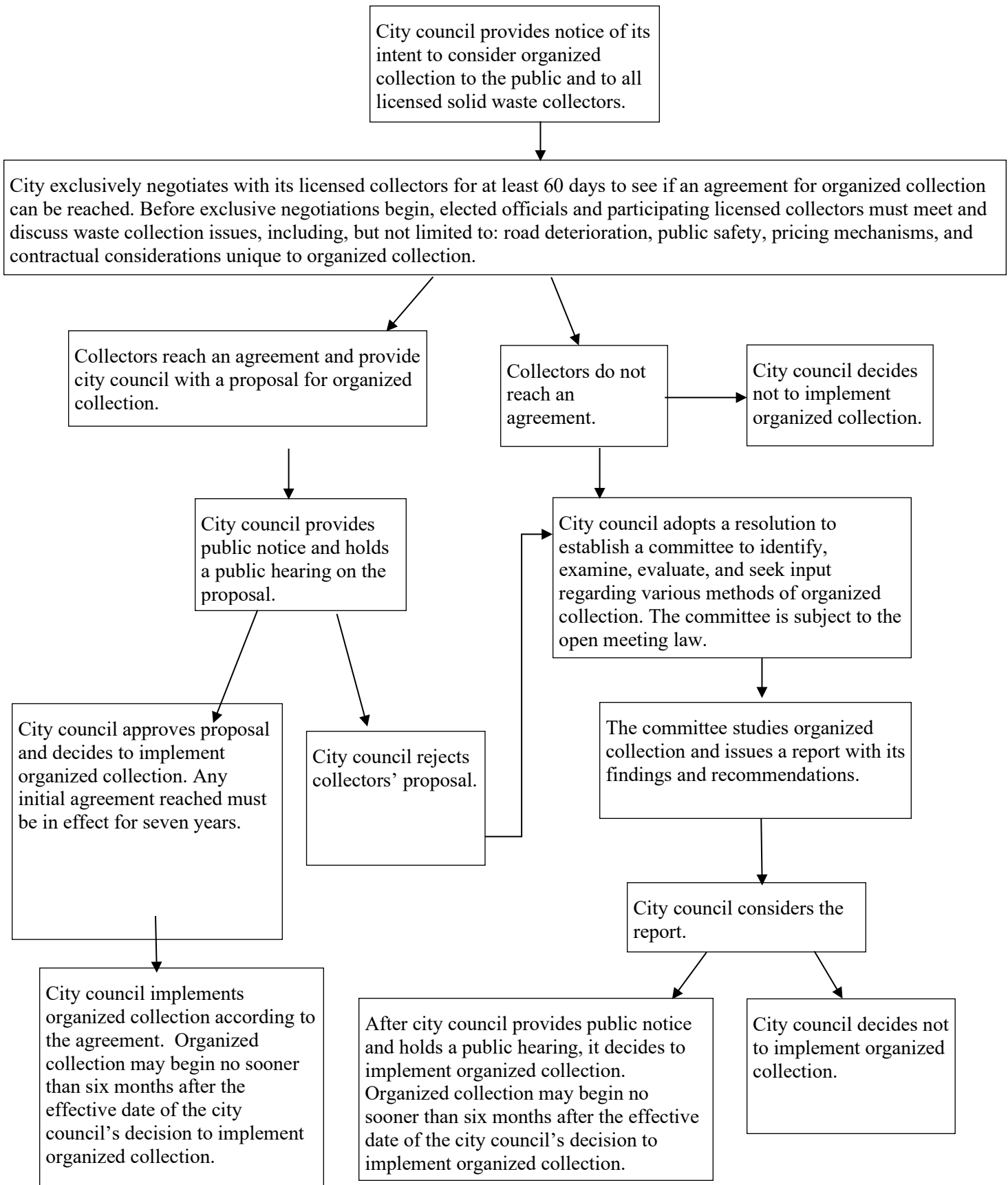
7. Joint liability limited

An organized collection agreement must not obligate a participating licensed collector for damages to third parties solely caused by another participating licensed collector, notwithstanding section 604.02 of the Minnesota Statutes. The organized collection agreement may include joint obligations for actions that are undertaken by all the participating collectors.

V. Conclusion

Cities have broad authority to regulate the collection and disposal of solid waste. Cities exercise this authority subject to state and county oversight. Cities should work closely with their city attorneys when exercising this authority by requiring licenses, imposing fees and assessments, entering into contracts, and adopting ordinances. Cities must comply with procedural requirements in the organized collection statute before they may adopt organized collection of solid waste.

Appendix A: Organized Collection Flowchart



TO: City Council
FROM: Timothy Ibisch, City Administrator
SUBJECT: Organized Collection Feedback from LMC Memberlink
DATE: 22 July 2022

O: Do you contract with a hauler (or haulers), or do your city employees handle collection?

R: The Hauler

R: We contract with a hauler.

R: The City contracts with a hauler (3-year contract)

R: Montgomery has organized collection with a single hauler. The main advantage is a reduction in the number of trucks in the city traversing and damaging the streets. The main downside, residents are stuck with a single provider. Businesses are free to contract with any hauler for their dumpster service and residents who need a dumpster can contact any hauler for this as well.

The city does not do any of the billing and our involvement, other than contract administration and developing an RFP every few years, is taking calls and complaints from residents which are then passed on to our account representative for resolution.

O: What has your community seen as a benefit to organized collection as compared to open collection?

R: The City has the ability to control prices as no price increase can take place without city council approval. Only one truck traveling the streets. Uniform service - it's great!

R: Decreased wear-and-tear on the roads, less noise pollution, cheaper service (about \$13/month for garbage and recycling!)

R: Cleaner community, the city had a problem with quite a few residents not having garbage pick-up and their properties were becoming a problem.

O: What has your community seen as the biggest challenge to organized collection as compared to open collection?

R: We really haven't had any challenges other than a resident demanding the ability to choose their own hauler, which only happens when someone is upset about something.

R: Hauler's service mix-ups or poor communication turns into our headache in advocating for our residents. It gets very frustrating when residents call the hauler only to be on hold for extended periods of time and then either get disconnected or told they don't have an account (since it's all stored under the city's account).

R: The biggest challenge is communication. Who contacts whom to set up a can, switch cans, order special pick-ups... details like that need to be worked out and communication between the city and the contractor need to run smoothly.

Q: What administrative responsibility does your City take on?

R: The City conducts the billing and collection function, which is part of utility billing. We send a hauler the appropriate reports each month, along with a check for his share of the bill. The City keeps a certain amount of the collection to compensate the City for these duties.

R: The hauler bills us monthly for city accounts and all residential (4-plex or less) parcels in the city. We then charge all residential customers on their utility bill. The hauler is supposed to handle all calls regarding operations (missed pickups, additional pickups, etc.) from the customer, but we've had some issues with their call center structure so our UB clerk has had to get in the middle more than she should.

R: We added a garbage line item to our monthly utility bills. We take on the monthly billing (the city adds an admin fee) and then we pay the hauler on a quarterly basis. Residents contact the city office for small changes that I mentioned in the above comment.

Q: Feedback you receive from businesses and residents?

R: The organized collection only pertains to residential properties. Businesses are able to contract with other haulers, although that doesn't amount to much.

R: We went years where the garbage/recycling service was included in the city's taxes rather than being charged back to residents. Those who have been here since those days tend to be our biggest complainers since they see it as they are paying but getting poor service at times. Others who move here from other cities and were paying upwards of \$30/month for their service are thankful for the lower charge and seem to have more patience if there are screwups. It all depends on the perspective and attitude of the person.

R: Generally good, much cleaner neighborhoods, like I stated prior. Sometimes communication is not great and so little things like people requesting different size cans and when there is high turnover on a rental house it is a challenge to keep up.

Q: Any other pertinent details to share?

R: If you can make the switch, the community will be better off, in my opinion. Fortunately, for me, Chatfield has operated this way for over thirty years.

R: We have had to be a thorn in the hauler's side, but we've finally complained enough to get a more local rep handling our residents' calls (over a regional/national call center. It is new so we aren't convinced it's a magic solution, but we have noticed a bit of a reprieve in having to handle customer complaints. You will have to be your own advocate to ensure you are getting good service.

R: There is also the issue of when residents request assistance from the state to help pay their delinquent utility bills. Agencies will only pay water/sewer portion of the bill. They will not pay for garbage... so the city has to "eat it" or add it to the property tax as a special assessment to try to recover the funds. However, according to our contract, we pay the hauler based on what we bill for, so the city takes a hit in the short term...

The monthly admin fee does provide extra revenue to the city and typically this revenue is designated for enforcing city ordinance violations and or demolition of hazardous/ property.

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF KASSON, MINNESOTA

AND

HAMILTON KASSON 47 LLC

This document drafted by:

_____ [law firm] _____

DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the _____, by and between the City of Kasson, Minnesota (the "City"), a municipal corporation organized and existing under the laws of the State of Minnesota and Hamilton Kasson 47 LLC, a Minnesota limited liability company (the "Developer").

ARTICLE I.

DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Development Agreement, as the same may be from time to time modified, amended or supplemented;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

City means the City of Kasson, Minnesota;

Compliance Certificate means the Compliance Certificate in substantially the form attached hereto as Exhibit D;

County means Dodge County, Minnesota;

Developer means the Hamilton Kasson 47 LLC and its successors and assigns;

Development Property means the real property described in Exhibit A attached to this Agreement;

Project means the acquisition, construction and equipping of 52 multifamily housing rental units on the Development Property in the City;

Site Improvements means the site improvements to be undertaken on the Development Property as identified on Exhibit C attached hereto;

State means the State of Minnesota;

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, material shortages, pandemic affecting the State as determined by the Governor, acts of war or terrorism, discovery of unknown hazardous materials or other concealed site conditions or delays of contractors due to such discovery, litigation commenced by third parties which, by injunction or other similar judicial action or by

the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays.

ARTICLE II.

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder and the execution of this Agreement has been duly and properly authorized by the City. This Agreement contains the valid and binding obligations of the City and is enforceable in accordance with its terms.

(2) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Comprehensive Plan.

(3) The City makes no representation or warranty, either expressed or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer's purposes or needs.

(4) The City will, in a timely manner, subject to all notification requirements, review and act upon all submittals and applications of the Developer.

Section 2.2 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Minnesota limited liability company and has the power and authority to enter into this Agreement and to perform its obligations hereunder, and doing so will not violate its articles of organization, member control agreement or operating agreement, or the laws of the State and by proper action has authorized the execution and delivery of this Agreement.

(2) The Developer shall cause the Project to be constructed in accordance with the terms of this Agreement, the Development Program, and all applicable local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(3) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(4) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(5) The Developer will cooperate fully with the City with respect to any litigation commenced by third parties with respect to the Project.

(6) The Developer will cooperate with the City in resolution of any traffic, parking, trash removal or public safety or nuisance problems which may arise in connection with the construction and operation of the Project.

(7) Construction shall begin by August 2022 and the construction of the Project will be substantially completed on or before August 2023, subject to Unavoidable Delays.

(8) The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

ARTICLE III.

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Development Property. The parties agree that the acquisition of the Development Property by the Developer is essential to the successful completion of the Project. The costs of acquiring the Development Property and the construction costs of the Project shall be paid by the Developer. The Developer shall construct a 52 unit multifamily rental housing project on the acquired Development Property.

Section 3.2 Site Improvements. The parties agree that the Site Improvements to be constructed by the City are essential to the successful completion of the Project. The City is responsible for the costs and construction of the extension of water, sewer, and road infrastructure to the Development Property. The Developer is responsible for the construction of a stormwater pond to serve the property. After construction of the stormwater pond, the City will manage the pond as an out lot. The City is under no obligation to reimburse the Developer for the construction of the stormwater pond.

Section 3.3 Real Property Taxes.

(1) Prior to the Termination Date, the Developer shall pay all real property taxes due and payable with respect to all and any parts of the Development Property acquired and owned by it until the Developer's obligations have been assumed by any other person pursuant to the provisions of this Agreement.

(2) The Developer agrees that prior to the Termination Date:

(a) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Development Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(b) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Development Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(c) It will not seek any additional tax deferral or abatement, either presently or prospectively authorized under Minnesota Statutes, Section 469.1813, or any other State or federal law, of the ad valorem property taxation of the Development Property between the date of execution of this Agreement and the Termination Date.

Section 3.4 Legal and Administrative Expenses. The Developer shall reimburse the City for its actual out of pocket Legal and Administrative Expenses. The City shall invoice the Developer and the Developer shall remit payment to the City within 30 days of receipt of the invoice.

Section 3.5 SAC/WAC Fees; Parkland Dedication Fees . The City agrees to waive all sanitary sewer and water connection fees and parkland dedication fees for the Project (collectively, the “City Fees”).

ARTICLE IV.

EVENTS OF DEFAULT

Section 4.1 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(a) Failure by the Developer to timely pay any ad valorem real property taxes and special assessments levied against the Development Property and all public utility or other City payments due and owing with respect to the Development Property when due and payable.

(b) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

(c) Failure of the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(d) The holder of any mortgage on the Development Property or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

(e) If the Developer shall

(A) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(B) make an assignment for the benefit of its creditors; or

(C) admit in writing its inability to pay its debts generally as they become due; or

(D) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within sixty (60) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the

following actions after the giving of thirty (30) days' written notice to the Developer citing with specificity the item or items of default and notifying the Developer that it has thirty (30) days or, if said Event of Default cannot reasonably be cured within the time, the Developer fails to give assurances reasonably satisfactory to the City that the Event of Default will be cured within a period of time reasonably acceptable to the City, but in any event not to exceed ninety (90) days, but only if the Event of Default has not been cured within said ninety (90) days:

(a) The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(b) The City may cancel and terminate the Agreement and the tax abatement agreement .

(c) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5 Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, within 10 days after written demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6 Indemnification of City.

(1) The Developer (a) releases the City and its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees (collectively, the "Indemnified Parties") from, (b) covenants and agrees that the Indemnified Parties shall not be liable for, and (c) agrees to indemnify and hold harmless the Indemnified Parties against, any claim, cause of action, suit or liability for loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project or on the Development Property.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the City, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City at a rate equal to the Prime Rate) as a result of the Developer operating the Project so that the Tax Increment District does not qualify or ceases to qualify as a "housing district" under Section 469.174, Subdivision 11, of the Act or to violate limitations as to the use of Tax Increments as set forth in Section 469.176, Subdivision 4d.

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

ARTICLE V.

DEVELOPER'S OPTION TO TERMINATE AGREEMENT

Section 5.1 The Developer's Option to Terminate. This Agreement may be terminated by the Developer, if (i) the Developer is in compliance with all material terms of this Agreement and no Event of Default has occurred; and (ii) the City fails to comply with any material term of this Agreement, and, after written notice by the Developer of such failure, the City has failed to cure such noncompliance within ninety (90) days of receipt of such notice, or, if such noncompliance cannot reasonably be cured by the City within ninety (90) days, of receipt of such notice, the City has not provided assurances, reasonably satisfactory to the Developer, that such noncompliance will be cured as soon as reasonably possible.

Section 5.2 Action to Terminate. Termination of this Agreement pursuant to Section 5.1 must be accomplished by written notification by the Developer in the City within sixty (60) days after the date when such option to terminate my first be exercised. A failure by the Developer to terminate this Agreement within such period constitutes a waiver by the Developer of its right to terminate this Agreement due to such occurrence or event.

Section 5.3 Effect of Termination. If this Agreement is terminated pursuant to this Article V, this Agreement shall be from such date forward null and void and of no further effect; provided, however, the termination of this Agreement shall not affect the rights of either party to institute any action, claim or demand for damages suffered as a result of breach or default of the terms of this Agreement by the other party, or to recover amounts which had accrued and become due and payable as of the date of such termination. Upon termination of this Agreement pursuant to this Article V, the Developer shall be free to proceed with the Project at its own expense and without regard to the provisions of this Agreement; provided, however, that the City shall have no further obligations to the Developer with respect to the tax abatement agreement or the extension of site improvements to the Development Property.

ARTICLE VI.

ADDITIONAL PROVISIONS

Section 6.1 Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that during the term of this Agreement the Developer and such successors and assigns shall operate, or cause to be operated, the Project as a multi-family rental housing project and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

Section 6.2 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successors or on any obligations under the terms of this Agreement.

Section 6.3 Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 6.4 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of the Developer is addressed to or delivered personally to:

__[address]__

with a copy to:

__[developer's attorney]__

- (b) in the case of the City is addressed to or delivered personally to the City at:

City of Kasson, Minnesota
Kasson City Hall
Attn: City Administrator
401 5th ST SE
Kasson, Minnesota 55944

with a copy to:

___[law firm]___

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 6.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 6.6 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 6.7 Expiration. This Agreement shall expire on the Termination Date.

Section 6.8 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 6.9 Transfer of Project; Assignability of Agreement and Tax Abatement Agreement. The Developer shall not transfer the Project or assign this Agreement and the Tax Abatement Agreement without obtaining the prior consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf and the Developer has executed this Agreement in its names and on its behalf, on or as of the date first above written.

CITY OF KASSON, MINNESOTA

By _____
Its Mayor

By _____
Its Administrator

This is a signature page to the Development Agreement by and between the City of Kasson and ____[developer]____.

____[developer]____

By _____

Its Chief Manager

This is a signature page to the Development Agreement by and between the City of Kasson and
____[developer]____.

EXHIBIT A

Description of Development Property

The legal description and parcel identification number(s) of development property, located in the City of Kasson, Dodge County, Minnesota are as follows:

PID ____[#]____

Lots _____, Block _____, Original Plat of the City of Kasson, Dodge County, Minnesota, according to the recorded plat thereof.

Site Improvements

[For example reference only]

Landscaping, including irrigation

Foundations and Footings

Grading/earthwork

Engineering

Survey

Environmental Testing

Soil Borings

Site Preparation

Onsite Utilities

Storm Water/Ponding

Outdoor Lighting

Onsite Road, Curb, Gutter, Driveway, Sidewalk and Streetscape Improvements

Parking

OPTION TO PURCHASE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City of Kasson ("Seller"), hereby grants to Kasson Park Place LLC, a Minnesota limited liability company and/or its assigns ("Buyer"), the exclusive option to purchase the real property depicted on Exhibit A attached hereto (the "Property"), upon the terms and conditions set forth herein.

OPTION TERMS

1. Price. The purchase price for the Property shall be \$1.90 per square foot (the "Purchase Price").

2. Duration. The Option granted herein shall expire on the earlier of (i) twelve (12) months following Buyer's receipt of certificate of occupancy on its project for the property sold by Seller to Buyer adjacent to the Property, or (ii) December 31, 2026 (the "Expiration Date").

3. Exercise. In the event that Buyer shall elect to exercise this Option, Buyer shall give Seller written notice of its election on or before the Expiration Date and closing shall occur at the time and in the manner set forth herein. In the event that Buyer shall fail to notify Seller of its intent to exercise this Option, this Option shall terminate and be of no further force or effect, and any sums paid by Buyer to Seller shall be forfeited to Seller. Buyer must exercise its Option for the entire Property, approximately 2.50 acres west of the phase I project.

4. Access and Cooperation. Both prior and subsequent to the exercise of the Option, Seller shall allow Buyer, or its agents or contractors, access to the Property without charge at all reasonable times for the purpose of Buyer's investigation and testing of the Property. Buyer shall pay all costs and expenses of such investigation and testing and shall hold Seller and the Property harmless from all costs and liabilities relating to Buyer's activities. Buyer shall further repair and restore any damage to the Property caused by or occurring during Buyer's testing and return the Property to substantially the same condition as existed prior to such entry. Seller shall without charge to Buyer cooperate in Buyer's attempts to obtain all governmental approvals necessary in Buyer's judgment in order to make that use of the Property which Buyer intends, including joining with Buyer in executing any and all applications or requests for zoning changes, permits or approvals and/or any other permit or license necessary or required for Buyer's contemplated use of the Property, all at Buyer's sole cost and expense. Seller shall further execute such documents as may be required by governmental bodies to accomplish the foregoing.

SALE TERMS

Upon the exercise of this Option by Buyer, the following terms and conditions shall apply:

1. Title. Within 10 days after notice of Buyer's election to exercise this Option, Seller shall furnish Buyer with an Abstract of Title or a Registered Property Certificate certified to date including proper searches covering bankruptcy, state and federal judgments, liens and levied and pending special assessments. Buyer shall have 10 business days after receipt of the Abstract of Title or Registered Property Certificate either to have Buyer's attorney examine the title and provide Seller with written objections or, at Buyer's expense, make an application for a title insurance policy and notify Seller of the application. Buyer shall have 10 business days after receipt of the commitment for title insurance to provide Seller with a copy of the commitment and written objections. Buyer shall be deemed to have waived any title objections not made within the applicable 10-day period set forth above. If any objection is so made, Seller shall make title marketable within 120 days from Seller's receipt of such written notice. Pending correction of title, payments hereunder required shall be postponed pending correction of title, but upon correction of

title and within 10 days after written notice to Buyer, the parties shall perform this Option according to its terms. If title is not corrected within 120 days from the date of written objection, the Option shall be null and void, at Buyer's sole option, neither party shall be liable for damages hereunder to the other, and Buyer and Seller shall execute a cancellation. Alternatively, if title is not corrected within 120 days from the date of written objection, Buyer may proceed to closing without waiver or merger of the objections to title and, without waiver of any remedies, may seek damages, costs and attorneys' fees. If title to the Property be found marketable or be so made within said time, and Buyer shall default in any of the agreements and continues to default for a period of 10 days, then in that case, Seller may terminate this Option and, on such termination, all payments made under this Option shall be retained by Seller as liquidated damages, time being of the essence. This provision shall not deprive either party of the right to enforce the specific performance of this Option, provided this Option is not terminated and provided action to enforce such specific performance shall be commenced within six months after such right of action shall arise.

2. Closing. Closing shall occur on or before 120 days after Buyer's notice of intent to exercise the Option. Seller shall convey fee simple absolute title to the Property to Buyer by good and sufficient Warranty Deed, free and clear of all encumbrances except:

- (a) Building and zoning laws, ordinances, state and federal regulations.
- (b) Restrictions relating to use or improvement of the Property without effective forfeiture provisions.
- (c) Reservation of any minerals or mineral rights to the State of Minnesota.
- (d) Utility and drainage easements which do not interfere with present improvements.

All other conveyance documents required herein shall be delivered to Buyer on the Closing Date. The Purchase Price to be paid by Buyer to Seller for the Property (or portion thereof being) being purchased shall be paid in full at closing in cash by wire transfer of immediately available funds to a bank account designated by Seller in writing to Buyer.

3. Real Estate Taxes and Assessments. Real estate taxes and installments of special assessments due and payable in the year of closing shall be prorated between the parties as of the Closing Date. Buyer shall assume and timely pay all other real estate taxes and assessments, including all deferred assessments.

4. Damage to the Property. If there is any loss or damage to the Property between the date hereof and the Closing Date, for any reason, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before the Closing Date, this Option and Buyer's exercise thereof shall be null and void at Buyer's option. Buyer shall have the option to terminate the purchase of the Property within 30 days after Seller notifies Buyer of such damage. Upon such termination, any money paid hereunder shall be refunded to Buyer and Buyer and Seller agree to sign a cancellation.

5. Operation of the Property. Seller agrees to keep and preserve the Property in the condition existing as of the date of this Option and to not deposit or permit to be deposited any garbage, fill, refuse material or waste upon the Property.

6. Plat. The Property must be platted. Buyer agrees to engage a surveyor to pay for all costs to plat the Property; provided, however, Seller agrees to cooperate with Buyer with executing any application or documents necessary to effectuate any plat.

7. Representations and Warranties by Seller. Seller represents and warrants to Buyer as follows:

- (a) Seller has good and marketable title to the Property.
- (b) To the best of Seller's knowledge, there is no action, litigation, investigation, condemnation or proceeding of any kind pending or threatened against Seller or any portion of the Property, which would in any way affect Seller's title or ability to deal with the Property.
- (c) Seller has not entered into any other contracts for the sale of the Property, nor are there any rights of first refusal or options to purchase the Property or any other rights of others that might prevent consummation of this Option.

Seller will indemnify Buyer, its successors and assigns, against, and will hold Buyer, its successors and assigns, harmless from any expenses or damages, including reasonable attorneys' fees, that Buyer incurs because of the breach of any of the above representations or warranties, whether such breach is discovered before or after the closing. Each of the representations and warranties herein contained shall survive closing. Except as expressly stated herein, Buyer is purchasing the Property based upon its own investigation and is not relying on any representation of Seller or other person and is agreeing to accept to purchase the Property "AS IS, WHERE IS," subject to the conditions of examination set forth herein and the express warranties contained herein. Consummation of this Option by Buyer with the knowledge of any such breach by Seller will not constitute a waiver or release by Buyer of any claims due to such breach.

8. Seller's Remedies. In the event Buyer fails or refuses to perform any of its obligations hereunder, Seller may (a) terminate this Option by written notice to Buyer, and/or (b) pursue any remedy available at law or in equity, including, without limitation, an action for specific performance of this Option. Such remedies shall be cumulative and nonexclusive. Notwithstanding anything herein to the contrary, Seller hereby waive any right they may have to sue Buyer for special, consequential, and/or punitive damages arising out of or as a result of Buyer's breach of any of the terms of this Option.

9. Buyer's Remedies. In the event that Seller fails or refuses to perform any of its obligations hereunder, Buyer may (a) terminate and cancel this Option by giving written notice to Seller, in which event all money previously paid by Buyer shall be immediately refunded to Buyer, and/or (b) pursue any remedy available at law or in equity, including, without limitation, an action for specific performance of this Option. Notwithstanding anything herein to the contrary, Buyer hereby waives any right that it may have to sue Seller for any special, consequential, and/or punitive damages arising out of or as a result of Seller's breach of any of the terms of this Option.

10. Notices. Any notice required hereunder shall be effective upon deposit in the U.S. mail, postage prepaid, addressed to the appropriate party as follows:

If to Seller: City of Kasson
 401 5th Street SE
 Kasson, MN 55944
 Attn: Timothy P. Ibisch, City Administrator

If to Buyer: Kasson Park Place LLC
 4057 28th St NW Suite 200
 Rochester MN 55901
 Attn: Ryan Nolander

11. Memorandum of Option. The parties shall execute and Buyer shall be permitted to record a Memorandum of Option to Purchase in the form attached hereto as Exhibit B.

12. Miscellaneous. This Option constitutes the entire agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. This Option may only be amended in writing executed by both parties. This Option has been made under the laws of the State of Minnesota, and such law will control its interpretation. This Option runs with the Property and is binding upon and inures to the benefit of the parties and their respective successors and assigns. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of July, 2022.

SELLER:

CITY OF KASSON

By: _____

Name: _____

Its: _____

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of July, 2022, by
_____, _____ of City of Kasson, a
_____, on behalf of the municipality.

Notary Public

BUYER:

KASSON PARK PLACE LLC,
a Minnesota limited liability company

By: _____

Name: _____

Its: _____

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of July, 2022, by
_____, _____ of Kasson Park Place LLC, a Minnesota limited liability
company, on behalf of the company.

Notary Public

EXHIBIT A

DEPICTION OF AREA (see green check mark below)

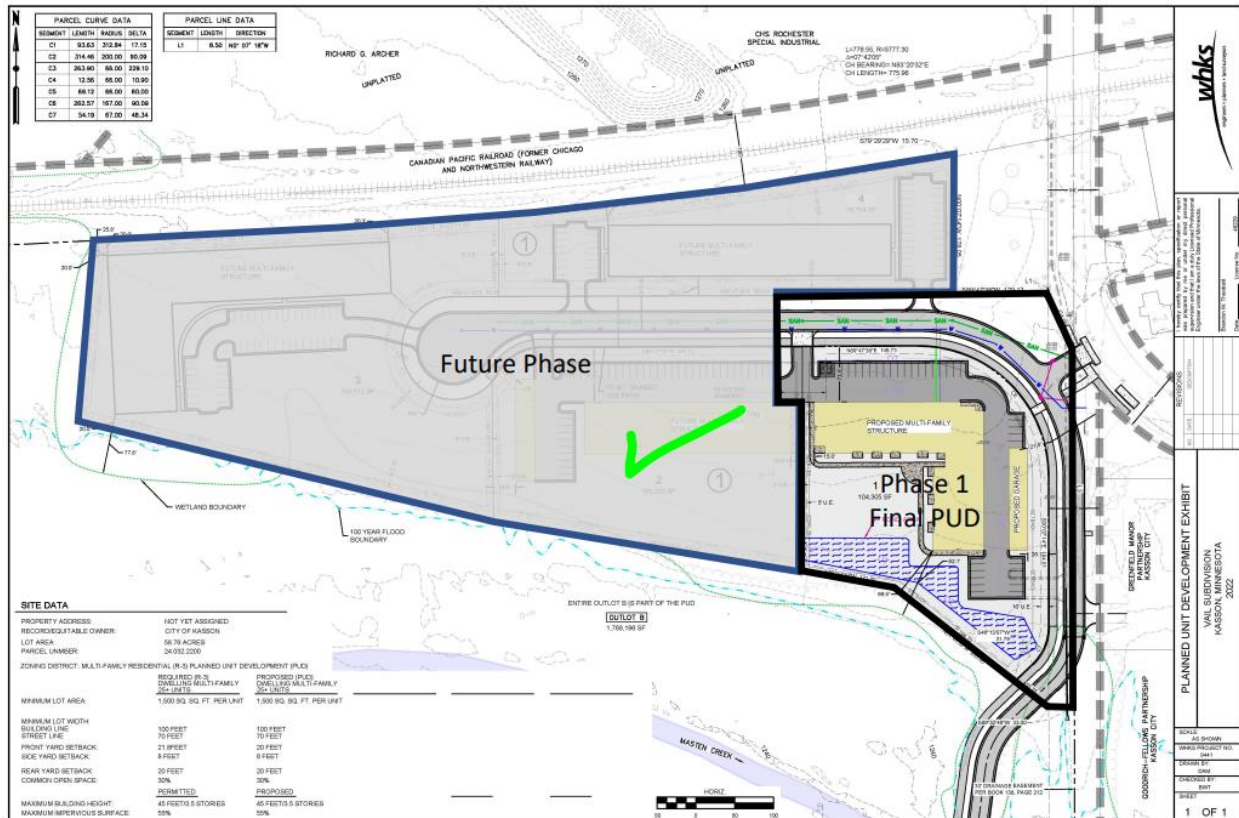


EXHIBIT B

MEMORANDUM OF OPTION TO PURCHASE

THIS MEMORANDUM OF OPTION TO PURCHASE is made and entered into on July, 2022, by and between City of Kasson, a _____ (“Seller”), and Kasson Park Place LLC, a Minnesota limited liability company (“Buyer”).

Seller hereby grants to Buyer an Option to Purchase for a term ending at 12:01 a.m. on the earlier of (i) twelve (12) months following Buyer’s receipt of certificate of occupancy on its project for the property sold by Seller to Buyer adjacent to the Property, or (ii) December 31, 2026, on the terms and conditions set forth in the Option to Purchase of even date herewith by and between the parties, all the terms and conditions of which are made a part of this Memorandum of Option as though fully set forth herein, the premises located in the County of Dodge, State of Minnesota, described as follows:

[insert legal description]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of July, 2022.

SELLER:

CITY OF KASSON

By: _____

Name: _____

Its: _____

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of July, 2022, by _____, _____ of City of Kasson, a _____, on behalf of the municipality.

Notary Public

BUYER:

KASSON PARK PLACE LLC,
a Minnesota limited liability company

By: _____

Name: _____

Its: _____

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2022, by _____, _____ of Kasson Park Place LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

RIGHT OF FIRST REFUSAL

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City of Kasson ("Seller"), hereby grants to Kasson Park Place LLC, a Minnesota limited liability company and/or its assigns ("Buyer"), a Right of First Refusal the real property depicted on Exhibit A attached hereto (the "Property"), upon the terms and conditions set forth herein.

ROFR TERMS

1. **ROFR.** Seller has already granted an option to sell the Property to Kasson Housing Group, LLC ("KHG"). If KHG does not exercise its option, prior to offering the Property for sale or if Seller receives a bona fide offer to purchase the Property (that Seller is willing to accept), Seller shall notify Buyer in writing of the terms upon which Seller is offering to sell the Property or the offer to purchase, as applicable (the "Notice"). The Notice shall detail terms and conditions of the offer.

2. **Exercise.** Within twenty (20) days receipt of the Notice, Buyer may elect to purchase the Property on the same terms and conditions contained in the Notice. If Buyer does not elect to purchase upon said terms, Seller may sell, transfer or exchange upon the terms of said offer and Buyer's ROFR shall immediately expire and terminate. In the event Seller does not complete said sale, transfer or exchange within one hundred twenty (120) days from the date Buyer's receipt of Notice, said transaction shall be deemed to be a new offer entitling Buyer to Notice again from Seller and the ROFR granted hereunder shall once again apply.

3. **Access and Cooperation.** Both prior and subsequent to the exercise of the ROFR, Seller shall allow Buyer, or its agents or contractors, access to the Property without charge at all reasonable times for the purpose of Buyer's investigation and testing of the Property. Buyer shall pay all costs and expenses of such investigation and testing and shall hold Seller and the Property harmless from all costs and liabilities relating to Buyer's activities. Buyer shall further repair and restore any damage to the Property caused by or occurring during Buyer's testing and return the Property to substantially the same condition as existed prior to such entry. Seller shall without charge to Buyer cooperate in Buyer's attempts to obtain all governmental approvals necessary in Buyer's judgment in order to make that use of the Property which Buyer intends, including joining with Buyer in executing any and all applications or requests for zoning changes, permits or approvals and/or any other permit or license necessary or required for Buyer's contemplated use of the Property, all at Buyer's sole cost and expense. Seller shall further execute such documents as may be required by governmental bodies to accomplish the foregoing.

SALE TERMS

Upon the exercise of this ROFR by Buyer, the following terms and conditions shall apply:

1. **Title.** Within 10 days after notice of Buyer's election to exercise this ROFR, Seller shall furnish Buyer with an Abstract of Title or a Registered Property Certificate certified to date including proper searches covering bankruptcy, state and federal judgments, liens and levied and pending special assessments. Buyer shall have 10 business days after receipt of the Abstract of Title or Registered Property Certificate either to have Buyer's attorney examine the title and provide Seller with written objections or, at Buyer's expense, make an application for a title insurance policy and notify Seller of the application. Buyer shall have 10 business days after receipt of the commitment for title insurance to provide Seller with a copy of the commitment and written objections. Buyer shall be deemed to have waived any title objections not made within the applicable 10-day period set forth above. If any objection is so made, Seller shall make title marketable within 120 days from Seller's receipt of such written notice. Pending correction of title, payments hereunder required shall be postponed pending correction of title, but upon correction of

title and within 10 days after written notice to Buyer, the parties shall perform this ROFR according to its terms. If title is not corrected within 120 days from the date of written objection, the ROFR shall be null and void, at Buyer's sole option, neither party shall be liable for damages hereunder to the other, and Buyer and Seller shall execute a cancellation. Alternatively, if title is not corrected within 120 days from the date of written objection, Buyer may proceed to closing without waiver or merger of the objections to title and, without waiver of any remedies, may seek damages, costs and attorneys' fees. If title to the Property be found marketable or be so made within said time, and Buyer shall default in any of the agreements and continues to default for a period of 10 days, then in that case, Seller may terminate this ROFR and on such termination, all payments made under this ROFR shall be retained by Seller as liquidated damages, time being of the essence. This provision shall not deprive either party of the right to enforce the specific performance of this ROFR, provided this ROFR is not terminated and provided action to enforce such specific performance shall be commenced within six months after such right of action shall arise.

2. Closing. Closing shall occur on or before 120 days after Buyer's notice of intent to exercise the ROFR. Seller shall convey fee simple absolute title to the Property to Buyer by good and sufficient Warranty Deed, free and clear of all encumbrances except:

- (a) Building and zoning laws, ordinances, state and federal regulations.
- (b) Restrictions relating to use or improvement of the Property without effective forfeiture provisions.
- (c) Reservation of any minerals or mineral rights to the State of Minnesota.
- (d) Utility and drainage easements which do not interfere with present improvements.

All other conveyance documents required herein shall be delivered to Buyer on the Closing Date. The Purchase Price to be paid by Buyer to Seller for the Property (or portion thereof being) being purchased shall be paid in full at closing in cash by wire transfer of immediately available funds to a bank account designated by Seller in writing to Buyer.

3. Real Estate Taxes and Assessments. Real estate taxes and installments of special assessments due and payable in the year of closing shall be prorated between the parties as of the Closing Date. Buyer shall assume and timely pay all other real estate taxes and assessments, including all deferred assessments.

4. Damage to the Property. If there is any loss or damage to the Property between the date hereof and the Closing Date, for any reason, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before the Closing Date, this ROFR and Buyer's exercise thereof shall be null and void at Buyer's option. Buyer shall have the ROFR to terminate the purchase of the Property within 30 days after Seller notifies Buyer of such damage. Upon such termination, any money paid hereunder shall be refunded to Buyer and Buyer and Seller agree to sign a cancellation.

5. Operation of the Property. Seller agrees to keep and preserve the Property in the condition existing as of the date of this ROFR and to not deposit or permit to be deposited any garbage, fill, refuse material or waste upon the Property.

6. Plat. The Property must be platted. Buyer agrees to engage a surveyor to pay for all costs to plat the Property; provided, however, Seller agrees to cooperate with Buyer with executing any application or documents necessary to effectuate any plat.

7. Representations and Warranties by Seller. Seller represents and warrants to Buyer as follows:

- (a) Seller has good and marketable title to the Property.
- (b) To the best of Seller's knowledge, there is no action, litigation, investigation, condemnation or proceeding of any kind pending or threatened against Seller or any portion of the Property, which would in any way affect Seller's title or ability to deal with the Property.
- (c) Except for the option granted to KHG, Seller has not entered into any other contracts for the sale of the Property, nor are there any rights of first refusal or options to purchase the Property or any other rights of others that might prevent consummation of this ROFR.

Seller will indemnify Buyer, its successors and assigns, against, and will hold Buyer, its successors and assigns, harmless from any expenses or damages, including reasonable attorneys' fees, that Buyer incurs because of the breach of any of the above representations or warranties, whether such breach is discovered before or after the closing. Each of the representations and warranties herein contained shall survive closing. Except as expressly stated herein, Buyer is purchasing the Property based upon its own investigation and is not relying on any representation of Seller or other person and is agreeing to accept to purchase the Property "AS IS, WHERE IS," subject to the conditions of examination set forth herein and the express warranties contained herein. Consummation of this ROFR by Buyer with the knowledge of any such breach by Seller will not constitute a waiver or release by Buyer of any claims due to such breach.

8. Seller's Remedies. In the event Buyer fails or refuses to perform any of its obligations hereunder, Seller may (a) terminate this ROFR by written notice to Buyer, and/or (b) pursue any remedy available at law or in equity, including, without limitation, an action for specific performance of this ROFR. Such remedies shall be cumulative and nonexclusive. Notwithstanding anything herein to the contrary, Seller hereby waive any right they may have to sue Buyer for special, consequential, and/or punitive damages arising out of or as a result of Buyer's breach of any of the terms of this ROFR.

9. Buyer's Remedies. In the event that Seller fails or refuses to perform any of its obligations hereunder, Buyer may (a) terminate and cancel this ROFR by giving written notice to Seller, in which event all money previously paid by Buyer shall be immediately refunded to Buyer, and/or (b) pursue any remedy available at law or in equity, including, without limitation, an action for specific performance of this ROFR. Notwithstanding anything herein to the contrary, Buyer hereby waives any right that it may have to sue Seller for any special, consequential, and/or punitive damages arising out of or as a result of Seller's breach of any of the terms of this ROFR.

10. Notices. Any notice required hereunder shall be effective upon deposit in the U.S. mail, postage prepaid, addressed to the appropriate party as follows:

If to Seller: City of Kasson
 401 5th Street SE
 Kasson, MN 55944
 Attn: Timothy P. Ibisch, City Administrator

If to Buyer: Kasson Park Place LLC
 4057 28th St NW Suite 200
 Rochester MN 55901
 Attn: Ryan Nolander

11. Memorandum of Option. The parties shall execute and Buyer shall be permitted to record a Memorandum of Right of First Refusal in the form attached hereto as Exhibit B.

12. Miscellaneous. This ROFR constitutes the entire agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. This ROFR may only be amended in writing executed by both parties. This ROFR has been made under the laws of the State of Minnesota, and such law will control its interpretation. This ROFR runs with the Property and is binding upon and inures to the benefit of the parties and their respective successors and assigns. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of July, 2022.

SELLER:

CITY OF KASSON

By: _____

Name: _____

Its: _____

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of July, 2022, by
_____, _____ of City of Kasson, a
_____, on behalf of the municipality.

Notary Public

BUYER:

KASSON PARK PLACE LLC,
a Minnesota limited liability company

By: _____

Name: _____

Its: _____

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2022,
by _____ of Kasson Park Place LLC, a Minnesota limited liability
company, on behalf of the company.

Notary Public

EXHIBIT A

DEPICTION OF AREA (see green check mark below)

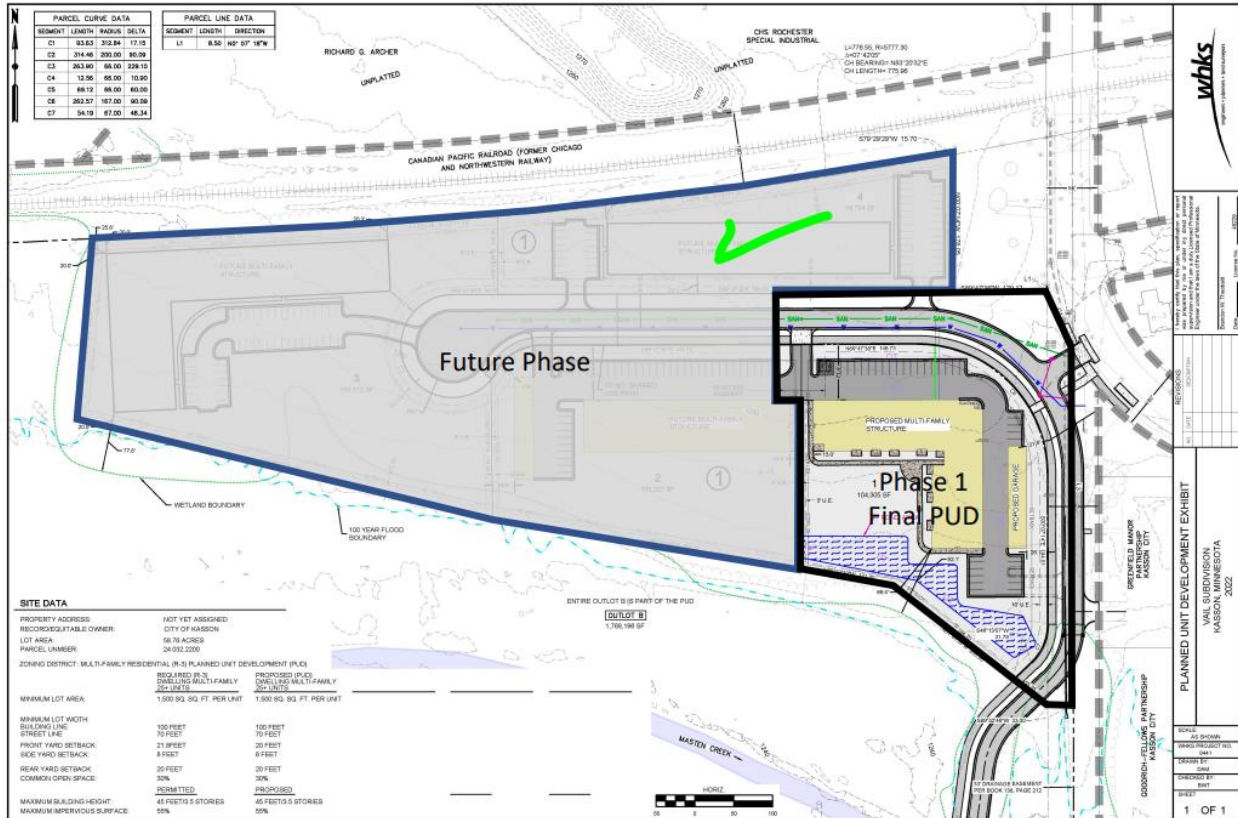


EXHIBIT B

MEMORANDUM OF RIGHT OF FIRST REFUSAL

THIS MEMORANDUM OF RIGHT OF FIRST REFUSAL is made and entered into on July, 2022, by and between City of Kasson, a _____ (“Seller”), and Kasson Park Place LLC, a Minnesota limited liability company (“Buyer”).

Seller has granted to Buyer an Right of First Refusal on the terms and conditions set forth in the Right of First Refusal of even date herewith by and between the parties, all the terms and conditions of which are made a part of this Memorandum of Right of First Refusal as though fully set forth herein, the Property located in the County of Dodge, State of Minnesota, described as follows:

[insert legal description]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of July, 2022.

SELLER:

CITY OF KASSON

By: _____

Name: _____

Its: _____

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of July, 2022, by
_____, _____ of City of Kasson, a
_____, on behalf of the municipality.

Notary Public

BUYER:

KASSON PARK PLACE LLC,
a Minnesota limited liability company

By: _____

Name: _____

Its: _____

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of July, 2022, by
_____, _____ of Kasson Park Place LLC, a Minnesota limited liability
company, on behalf of the company.

Notary Public

REQUEST FOR COUNCIL ACTION

Meeting

Date: July 27th, 2022

AGENDA SECTION: New Business	ORIGINATING DEPT: Utility Department
ITEM DESCRIPTION: Permit for secondary water meter	PREPARED BY: Cassie Sullivan

COUNCIL ACTION REQUESTED:

Requesting \$60.00 permit fee for secondary water meters.

In the last few months our office has been speaking with CMS about if we need a permit for a secondary meter.

CMS states that if this is a permanent fixture then it should be permitted.

The meters are plumbed to be permanent but property owners can discontinue the service anytime and the meters will be removed and returned to the City.

The water dept. likes to check the progress before dropping any meters off. They have come across the secondary meter lines that were not completed.

CMS will do final inspection.



TREE
CITY
USA

CITY OF
KASSON

401 FIFTH STREET SE
KASSON, MINNESOTA 55944-2204
PHONE: (507) 634-7071
FAX: (507) 634-4737

Events Permit/Noise Permit

Name and/or Organization: 12th Ave NE Block Party

Address: 12th Ave NE

Home Phone: 507-271-1597 Business Phone: _____

Cell phone: Same

Emergency Phone Numbers and contact names if applicable:

Name: Rob Pierick Phone/cell: 507-271-1596

Name: Josh Pierick Phone/cell: 507-272-9071

E-mail Address/web site: pierick5@mrn.com

Date: 9/10/2022 Time: from 4:00 to 9:00

Additional details of event (please attach diagram of street/lot closure)

Plans for garbage disposal/portable restroom

Using each household's own garbage.
Each family will use their own bathroom.

Applicant Signature: Miriam Pierick

Area Below for Office Use Only

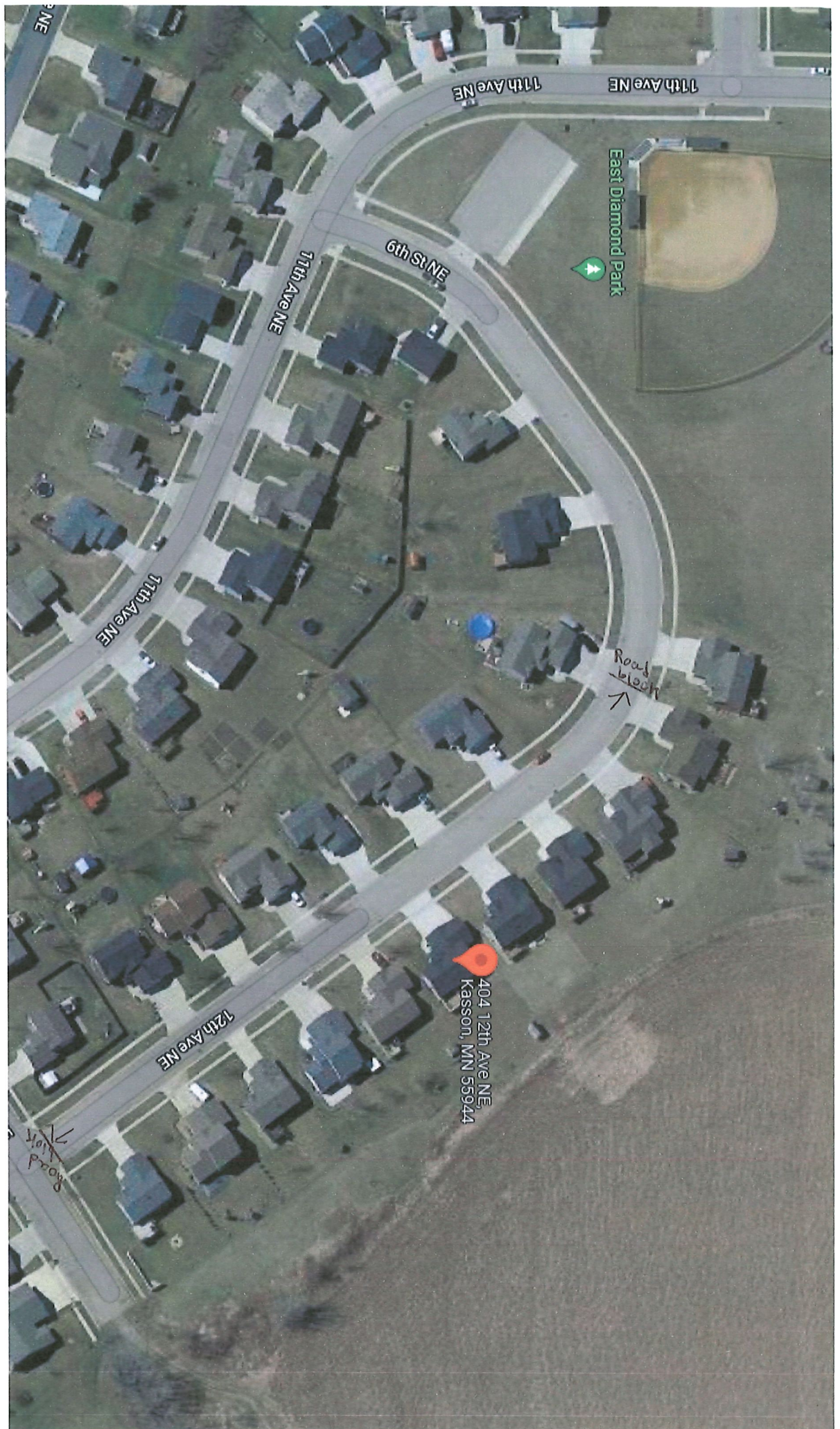
Approvals

Police Chief: _____

City Administrator: _____

Date: / /

Date: / /





ECKBERG
LAMMERS
ATTORNEYS AT LAW

Impact of New Cannabis Legislation on Minnesota Municipalities

Chris Nelson, Lida Bannink, Annaliese McCahery, and Christina Benson

Cannabis, Legally

- Marijuana
 - M.S. 152.01, Subd. 9: all parts of the plant of any species of the genus Cannabis and its derivatives, but not including hemp.
- Hemp
 - M.S. 18k.02, Subd. 3: “‘Industrial hemp’ means the plant Cannabis sativa L. and any part of the plant, whether growing or not, including the plant's seeds, and all the plant's derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than 0.3 percent on a dry weight basis. Industrial hemp is not marijuana as defined in section 152.01, subdivision 9.”
- Tetrahydrocannabinols (THC) occur naturally in all types of cannabis – marijuana and hemp. Delta-9 THC is the psychoactive ingredient in marijuana which causes a high. Delta-9 THC occurs in hemp, just in much lower concentration.
- Delta-9 THC quantity is legal distinction between marijuana and hemp.



What happened?!?

- Federal and State law changes
- In 2018, hemp was removed from the Federal controlled substances act.
 - Delta-9 concentration is key distinction in federal law between Marijuana and Hemp
- Prior State law: non-intoxicating, hemp-derived cannabinoid products can be sold for human consumption if certain requirements are met.
- Results of old law – largely unregulated industry, in which supposedly non-intoxicating cannabis products (such as Delta-8 THC products) sold in unrestricted manner. HOWEVER, all hemp-derived THC remained a state level controlled substance.
- Minnesota passed significant revisions to its cannabis laws, effective July 1, 2022
- New law: edible cannabinoid products, which can contain Delta-9 THC, can be sold.

Results of New Law

- Minn. Stat. § 151.72
- Express authority to sell Delta-9 THC cannabinoid products.
- Limits sale of Delta-8 products – MN law is more restrictive than federal law.
- Sale of edible cannabinoid products expressly permitted to persons over 21 years old, with certain conditions.
- Dose regulations – edible products cannot contain more than 5 mg of any THC per edible, 50 mg of any THC per package (No limit on # packages that can be purchased).
- THC that meets definition of Hemp removed from controlled substances list (again, concentration of Delta-9 THC is the key).

New law seeks to avoid this...



So, what's the problem

- Sales of edible cannabinoids are barely regulated.
- There are the dose, packaging, and age requirements, but there are virtually no other regulations on sale.
- At present, any business can sell edible cannabinoids.
 - Gas stations, grocery stores, coffee shops, vending machines, etc.
- No state-level licensing.

Falls to Municipalities to regulate

- Cities can adopt licensing regimes and zoning ordinance amendments to regulate sales of edible cannabinoids.
- Licensing a much easier, more effective option for regulation.
 - Provides ability for enforcement if state-level regulations or local licensing regulations are violated.
 - Readily available model – Tobacco licensing
- What could a City include as part of licensure requirements?
 - Qualifications for license holder
 - Limit total number of licenses available and/or number of licenses single individual or entity may have
 - Inspections and testing requirements
 - Limitations on where sold and how sold
 - Other conditions, such as display of products



Employment Considerations

Current Minnesota Statute

Subd. 3. Discrimination prohibited.

(c) Unless a failure to do so would violate federal law or regulations or cause an employer to lose a monetary or licensing-related benefit under federal law or regulations, an employer [may not discriminate against a person](#) in hiring, termination, or any term or condition of employment, or otherwise penalize a person, if the discrimination is [based upon either of the following](#):

(1) the person's status as a patient enrolled in the registry program under sections [152.22](#) to [152.37](#); or

(2) [a patient's positive drug test for cannabis components or metabolites, unless the patient used, possessed, or was impaired by medical cannabis on the premises of the place of employment or during the hours of employment.](#)

(d) An employee who is required to undergo employer drug testing pursuant to section [181.953](#) may present verification of enrollment in the patient registry as part of the employee's explanation under section [181.953, subdivision 6](#).



Drug Policies & Testing

Options

1: Outright Prohibition
for all staff

2: Outright prohibition for any
employees subject to DOT
requirements + Prohibition of
use, possession, or impairment
at work



Considerations

Technology

- Urine Test Accuracy
- Edibles Testing Requirements

Legal Liability

- pre-employment screening
- Random drug testing

Employment Shortage

- Tight Labor Market
- Employer Policy Trends Unknown

Technology

- Urine Test Accuracy
- Edibles Testing Requirements



MayoACCESS | MayoLINK

Register | My Dashboard

TEST CATALOG

ORDERING & RESULTS

SPECIMEN HANDLING

CUSTOMER SERVICE

EDUCATION & INSIGHTS



CONTACT



SEARCH

Approximate Detection Times

Marijuana/Cannabis (THC-COOH)	LOQ (ng/mL)	Detection Time* up to
Single Use	3	3 days
Moderate Use (4 times per week)		5 days
Heavy Use (daily)		10 days
Chronic Heavy Use		30 days

**These are approximate detection times for the drug or metabolites in urine. The actual detection time depends on dose, frequency of use, and individual metabolism.*

MAYO CLINIC

ABOUT US

CONTACT US

FAQ

POLICIES & TERMS

JOBS

QUALITY

BIOPHARMA

CARDIOVASCULAR SERVICES

SITE MAP

SIGN OUT



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Considerations

Technology

- Urine Test Accuracy
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- Tight Labor Market
- Employer Policy Trends Unknown



[Labor Market Information](#)

[Data Home](#)

[Employment Outlook Home](#)

Employment Outlook

[Start New Search](#)

[Download Data](#)

Long-Term Occupation Projections

Click column headings to sort data.

Minnesota

SOC Code	Occupation	Estimated Employment 2020	Projected Employment 2030	Percent Change 2020 - 2030	Numeric Change 2020 - 2030	2020 - 2030 Labor Market Exit Openings*	2020 - 2030 Occupational Transfer Openings*	2020 - 2030 Total Openings**
000000	Total, All Occupations	2,975,300	3,145,200	5.7%	169,900	1,299,528	1,971,764	3,441,192

Considerations

Technology

- Urine Test Accuracy
- Edibles Testing Requirements

Legal Liability

- pre-employment screening
- Random drug testing

Employment Shortage

- Tight Labor Market
- Employer Policy Trends Unknown

Personnel Policy Changes

The League of MN Cities has updated their Non-DOT drug testing policies and intends to update their template personnel policy manual shortly as well.

- Remove "control substance" and replace more broadly with "drug"
- Update definition of drug
- Add references to Federal Law, perhaps remove (some) references to Minnesota Law



Policy Language

Drug:

Includes any “controlled substance” as defined in Minn. Stat. § 152.01, subd. 4, and also includes [all cannabinoids, including those that are lawfully available for public consumption](#) that do not otherwise qualify as being a “controlled substance” as defined in Minn. Stat. § 152.01, subd. 4.

Use and Possession of Alcohol or Drug(s):

Likewise, the fact that cannabinoids may be lawfully purchased and consumed in some circumstances does not permit anyone to use, possess, or be impaired by them here. The federal government still classifies cannabis as an illegal drug, even though some states, including Minnesota, have decriminalized its possession and use in certain circumstances. There is no acceptable concentration of marijuana metabolites in the blood or urine of an employee who operates our equipment or vehicles or who is on one of our worksites. Applicants and employees are still subject to being tested under our drug and alcohol testing policy. And employees are subject to being disciplined, suspended, or terminated after testing positive for cannabis if the employee used, possessed, or was impaired by cannabis, including medical cannabis, while on the premises of the place of employment or during the hours of employment.

Remote Work Policy

City Employment Policy and Benefits Coverage

The City's normal policies and procedures (for example, computer use, data practices, respectful workplace, outside employment, drug and alcohol, etc.) apply to employees working remotely. Employees should ask their supervisors if they have any questions about whether or how a particular city policy applies to a remote work environment.



What if a council member uses,
possess, or is impaired by cannabis at
city hall? During a meeting?



Prosecution Considerations

New Legislation and Criminal Law

- Elements
 - Consumable
 - Does not contain more than 0.3 percent THC (5mg per serving or 50mg per package)
 - Over 21 years of age
 - Labelling requirements
- What hasn't changed?
- How is it enforced?

Additional Questions?

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Cities and Regulation of Edible Cannabinoid Products

A new law was enacted at the end of the 2022 legislative session that allows certain edible and beverage products infused with tetrahydrocannabinol (THC) to be sold. The following frequently asked questions (FAQ) aim to provide information to cities on the new law to assist local governments in making decisions related to the law.

General information

Q1. What does the new law do?

A1. It is now legal to sell certain edibles and beverages infused with tetrahydrocannabinol (THC), the cannabis ingredient extracted from hemp.

The new law was passed by the Legislature as part of [Chapter 98](#). Article 13 makes several changes to [Minnesota Statutes, section 151.72](#) regarding the sale of certain cannabinoid (CBD) products. The changes took effect on July 1.

The new law amends the scope of sale of any product that contains cannabinoids extracted from hemp and that is an edible cannabinoid product or is intended for human or animal consumption.

Previous law authorized a product containing nonintoxicating cannabinoids to be sold, but the authority to sell edible CBD products was unclear. The new law expands the authority to include nonintoxicating cannabinoids, including edible cannabinoid products, provided they do not contain more than 0.3% of any THC. An edible cannabinoid product also cannot exceed more than five milligrams of any THC in a single serving, or more than a total of 50 milligrams of any THC per package.

Q2. Under the law, where are edible cannabinoids allowed to be sold?

A2. The new law does not limit where edible cannabinoids products may be sold. However, certain businesses by their nature maybe be limited on their ability to sell the products. Liquor stores, for example, are limited to selling specific items set by [Minnesota Statute, section 340A.412, subd. 14](#). The Alcohol and Gambling Enforcement Division (AGE) of the Minnesota Department of Public Safety has advised the League of Minnesota Cities that products containing CBD, hemp, or THC are not allowed for sale at an exclusive liquor store.

Q3. Could my city's municipal liquor store sell the edible cannabinoid products?

A3. Liquor stores are limited to selling specific items set by [Minnesota Statute, section 340A.412, subd. 14](#). The Alcohol and Gambling Enforcement Division (AGE) of the Minnesota Department of Public Safety has advised the League of Minnesota Cities that products containing CBD, hemp, or THC are not allowed for sale at an exclusive liquor store. AGE has advised LMC that CBD, hemp, or THC infused beverages are not intended to be mixed with alcoholic beverages and are not

considered soft drinks. Due to this guidance, LMC recommends cities refrain from selling such products at their municipal liquor stores.

Q4. What regulations are in place for packaging for edible cannabinoids?

A4. Along with testing and labeling requirements, an edible cannabinoid must meet several requirements, including that it:

- Not bear the likeness or contain cartoon-like characteristics.
- Not be modeled after a brand of products primarily consumed or marketed to children.
- Not be made by applying an extracted or concentrated hemp-derived cannabinoid to a commercially available candy or snack food item.
- May not contain an ingredient, other than a hemp-derived cannabinoid, that is not approved by the federal Food and Drug Administration.
- May not be packaged in a way that resembles any commercially available food product.
- Must not be packaged in a container that could reasonably mislead any person to believe that it contains anything other than an edible cannabinoid product.

Q5. Are these products legal under federal regulations?

A5. The 2018 Farm Bill made several changes to federal law related to hemp. Under the law, hemp was removed from the controlled substance act, including derivatives, extracts, and cannabinoids, provided those substances contained less than 0.3% THC concentration. Pursuant to the Farm Bill, Minnesota has legalized the production of hemp through its [industrial hemp program](#).

Although hemp extracts that meet the mandated THC level are no longer controlled substances, the Farm Bill did not alter the authority of other federal agencies, including the Food and Drug Administration (FDA) from regulating hemp and hemp byproducts. Under current [FDA regulations](#), CBD or THC products cannot be sold as a dietary supplement and cannot be added to food for humans or animals.

Q6. Where do the edible cannabinoid products come from?

A6. Under current law, these products can be manufactured in Minnesota but also imported from other states. Growing hemp in Minnesota is governed by the Department of Agriculture, though the MDA Hemp Program does not regulate cannabis extracts, development and manufacturing of cannabis extracts, or the retail and marketing of cannabinoid products. Cities may want to consider zoning implications for manufacturing and production of cannabinoid products.

Q7. How are the new products taxed?

A7. It is the understanding of LMC that edible cannabinoid products legalized under the new law are subject to Minnesota sales tax. LMC is waiting for more guidance from the Minnesota Department of Revenue to determine if any exemptions apply. The new law does not authorize cities to tax the products in their communities, however LMC is waiting on more information as to whether the products would be subject to a local food and beverage tax.

Enforcement and public safety

Q8. How is the new law enforced?

A8. The Minnesota Board of Pharmacy has regulatory authority over drug products that are implicitly or explicitly intended for human or animal consumption. This includes products regulated in the new law. If a product does not meet all the requirements of the new law, the product may be considered misbranded or adulterated. The sale of a misbranded or adulterated product is a misdemeanor-level crime which is to be prosecuted by the county attorney where the offense took place. Questions regarding whether a specific product deviates from the requirements of the new law should be forwarded to the Minnesota Board of Pharmacy.

In addition, the new law limits the sale of CBD and THC products to persons over the age of 21. The sale of CBD and THC products to a person under the age of 21 is a misdemeanor-level crime which is to be prosecuted by the county attorney where the offense took place. Cities will need to work with local law enforcement and the county attorney to determine how to enforce this requirement.

If cities desire to further regulate CBD and THC products within their jurisdiction, they will need to work with their city attorney to adopt local regulations.

Q9. What are penalties for someone who violates?

A9. A violation of the new law is a misdemeanor. In most cases, the county attorney is charged with prosecuting these violations.

Q10. How do our officers determine if a driver is under the influence of these new products?

A10. The new law does not change the current rules relating to driving under the influence of a cannabinoid. Officers should use the same process to determine sobriety as they have used if they suspected a driver was under the influence of marijuana.

Q11. Could cities prohibit the sale of edible cannabinoids entirely?

A11. In most states that have adopted adult use cannabis legislation, local governments are given the option to either opt-in or opt-out of cannabis in their communities. This framework helps to maintain local control of the cannabis issue. The new Minnesota law does not provide such an option. Therefore, the new law makes the new CBD products legal in every city throughout the state.

Without a clear opt-out option, the question as to whether a city could completely prohibit the sale of edible cannabinoids is an open question. One potential approach would be to follow the Minnesota House Research's suggestion to LMC that it may be possible for a city to classify CBD edibles containing THC as an intoxicating cannabinoid and therefore would not be allowed under the new law.

Arguments have also been made that a city may be able to prohibit the sale of edible cannabinoids products under its authority to provide for the health safety and welfare of its community. If a city were to attempt to prohibit edible cannabinoids under this authority, it would need to work with its city attorney to develop findings that clearly show the dangers of edible cannabinoids products and the need to prohibit the products. Cities may want to look at communities that have banned the sale of flavored tobacco products as a model for such prohibitions.

Q12. Is our city required to adopt regulations under the new law?

A12. The new law does not require cities to take action in regulating the new products. If a city chooses not to adopt additional regulations, the sale and production of these new products will be governed by the city's existing zoning and other regulations. In addition, the new law gives local law enforcement power to enforce violations as a misdemeanor.

City licensing

Q13. What authority do cities have regarding licensing the sale of edible cannabinoids?

A13. A city's authority to license comes from either a specific grant of authority from the Legislature or from its authority to provide for its general health, safety, and welfare. When a city official proposes local licensing of any activity or occupation, a city first must determine whether the state already licenses that activity and, if so, whether the law forbids or allows a local license.

Q14. What types of restrictions should we consider in regulating cannabinoids?

A14. If a city decides to regulate edible cannabinoids or other CBD or THC products, the types of regulations can vary from city to city. Some items a city may consider when drafting these regulations include:

- What areas of the city edible cannabinoids may be sold or manufactured or distributed.
- What business should be allowed to sell edible cannabinoids.
- Age of person selling the product.
- Location of products within retail establishment.
- Pop-up sales.
- Transient merchants.
- Vending machines.
- Distance from other uses (schools, parks, residential, etc.).
- Distance between retailers.
- Delivery services.
- Online sales.
- Limit number of establishments within the city.
- Age verification.
- Hours.
- Background checks.

Q15. Can a city add edible cannabinoid products to its existing tobacco licensing program?

A15. The requirements and legal authority for tobacco products are unique to those products. While some aspects of tobacco regulations may be used when regulating edible cannabinoid products, the products and the authority to regulate them are quite different. If a city chooses to license edible cannabinoid sellers, it would be best to do so separately from tobacco regulations or be sure to carefully draft new language in an existing ordinance that follows the unique requirements of the new law.

Q16. If our city licenses edible cannabinoid products, how much can we charge as a license fee?

A16. When setting fees, cities should consider a number of things. First, cities should not view municipal licensing as a significant source of revenue. License fees must approximate the direct and indirect costs associated with issuing the license and policing the licensed activities. License fees that significantly exceed these costs are considered unauthorized taxes.

This means a license fee may not be so high as to be prohibitive or produce any substantial revenue beyond the actual cost to issue the license and to supervise, inspect, and regulate the licensed business.

Zoning

Q17. What authority do cities have regarding zoning for where the products could be sold?

A17. Nothing in the new law limits a city's zoning authority related to CBD and THC products. No Minnesota court has interpreted the limits on zoning authority in this context, but at least one court in another state has ruled that a state law related to cannabis did "not nullify a municipality's inherent authority to regulate land use under [state] law so long as the municipality does not prohibit or penalize all medical marijuana cultivation . . . and so long as the municipality does not impose regulations that are unreasonable and inconsistent with regulations established by state law." *DeRuiter v. Township of Byron*, 505 Mich. 130, 949 N.W.2d 91 (2020). It is unknown if a Minnesota court would come to the same conclusion.

Cities should be thoughtful and intentional about how CBD and THC zoning affect their communities and work with their city attorney to determine what, if any, zoning restrictions should be adopted. Cities will need to consider not only zoning regulations related to retail sales of CBD and THC products but also the manufacturing and production of the products within the city. Unless specifically differentiated in a zoning ordinance, a city's general manufacturing and production zoning provisions will likely apply to CBD and THC production as well.

Q18. Could cities adopt a moratorium prohibiting the sale, manufacturing or, distribution of cannabinoids so it can study the issue?

A18. A moratorium is a tool cities use to pause specific uses in order that the city may study the issue in anticipation of future regulations. A moratorium is limited to a period of one year. To adopt a moratorium, a city must follow the procedures in [Minnesota Statute, section 462.352, subd. 4](#). The statute specifies the specific instances where a city may adopt a moratorium. If a city were to adopt a moratorium prohibiting the sale or manufacturing of edible cannabinoid products, it should work with its city attorney to clearly state the legal justification for the moratorium.

If a city does adopt a moratorium, it must actually review and study the issue or meet one of the other requirements of the statute. More information on moratoriums can be found in the [LMC Zoning Guide for Cities](#).

City employment and personnel issues

Q19. Does the new Minnesota legal cannabinoid law change anything about how we do drug testing for CDL holders?

A19. No, cities with positions requiring an employee to hold a commercial driver's license (CDL) will recall these positions are regulated by federal law, and those regulations are supervised by the Federal Department of Transportation (DOT). Federal law preempts state law related to cannabinoid use; in fact the DOT states in its [DOT Recreational Marijuana Notice](#) it does not authorize the use of Schedule I drugs, including marijuana, for any reason. As a result, cities should continue to follow their drug-testing procedures related to CDL holders and may enforce prohibitions against any use of cannabinoids for CDL holders, regardless of state law protections.

Q20. Does the new law change anything related to employees who carry a firearm?

A20. No. Public safety employees who carry a firearm cannot lawfully use cannabis under federal law. Federal law prohibits cities from providing firearms or ammunition to an employee it knows or has reason to think is using cannabis.

Q21. Are there now "acceptable" limits of cannabinoids for non-CDL employees for purposes of drug testing at work (i.e., those we test under state drug and alcohol testing law)?

A21. There isn't a clear answer, since THC can remain in the body for several weeks after usage (and long after any intoxicating or impairing effects have since disappeared), so positive test results may not indicate any wrongdoing on the employee's part and may just be evidence of an employee's lawful actions done outside of work. The League of Minnesota Cities recommends that employers thoroughly document any suspicions of an employee being under the influence and to work closely with their city attorney(s) before taking any action against the employee. With this new area of law, a city may want to avoid relying on the results of traditional tests that detect metabolites remaining in a person's body (for many days or weeks after using marijuana) and instead focus on implementing reasonable-suspicion drug-testing protocols to detect marijuana intoxication based on behavioral observations. Keep in mind, employers may prohibit all

employees from being under the influence while the employee is working. That would include employees who operate vehicles. Employers may want to revise their policies to clarify that employees still may not be under the influence of cannabis, legal or otherwise, while at work.

The [National Drug-Free Workplace Alliance](#) offers a toolkit to help employers work through the complex and confusing issue of marijuana and the workplace.

Q22. Can we still prohibit employees from being under the influence of cannabinoids while at work? Does the League have a model policy with updated language?

A22. Yes, employers can continue to prohibit employees from being under the influence of cannabinoid products, including edibles, while at work. Although employers' obligations and restrictions related to marijuana use vary widely across the states, there is no law we are aware of that requires employers to allow cannabinoid use during work hours or to allow an employee to report to work impaired. Thus, employers may continue to maintain drug-free policies at the workplace and discipline employees who use cannabinoids during working hours or who report to work impaired. In fact, one could argue that under the [Occupational Safety and Health Administration's \(OSHA\) General Duty Clause](#) of the Occupational Safety and Health Act, employers are required to furnish a workplace free from recognized hazards that are likely to cause serious physical harm. This provision of the Act is typically used in accident cases where toxicology screens are positive.

OSHA's new electronic recordkeeping rule, [clarified on 10/11/2018](#), states "If the employer chooses to use drug testing to investigate the incident, the employer should test all employees whose conduct could have contributed to the incident, not just employees who reported injuries," with respect to using drug testing to evaluate the root cause of a workplace incident that harmed or could have harmed employees. Thus, if a city has a non-DOT drug-testing policy in place, a protocol following this guidance is important.

Q23. Can employees be in possession of edibles or other cannabinoid products while at work?

A23. Cities may enact policies prohibiting employees from bringing cannabinoid products, including edibles, to work.

Q24. Do we need to change anything in our collective bargaining agreement with regard to discipline of employees who use cannabinoid products?

A24. No, but ensure your city's drug-testing policy has been updated and your supervisors are trained on the behavioral signs and symptoms associated with impairment. Of course, if the collective bargaining agreement includes language that policy changes need to be negotiated, then there would need to be a meeting with the union if the city's policy changes.

Q25. Can employees use cannabinoid products off-duty?

A25. It depends. Certain types of employees, such as law enforcement officers and other employees issued firearms and ammunition as part of their jobs, are subject to regulations from the federal Bureau of Alcohol, Tobacco and Firearms, which prohibits firearms and ammunitions to be given to individuals who do or are believed to use illegal drugs. As noted above, city positions required to hold a commercial driver's license are subject to Department of Transportation regulations and are not authorized for the use of Schedule I drugs, including marijuana, for any reason. Thus, these types of employees could be prevented from using cannabinoid products both on and off duty. Other employees who are not subject to that or other federal regulations would likely be able to use cannabinoid products while they are off duty, as there is nothing under Minnesota law which prohibits certain classes of employees from using cannabinoid products off duty, as long as they are not impaired at work.

If there are any questions regarding whether an employee could be prevented from using cannabinoid products while off-duty due to federal regulations, please consult your city attorney before any action is taken.

Q26. How does this impact the requirements of the Drug-Free Workplace Act?

A26. It does not. The Drug-Free Workplace Act of 1988 (DFWA) requires federal grantees and contractors to implement a drug-free workplace policy and establish a drug-free awareness program as a precondition for receiving a federal grant or a contract. However, the DFWA does not require covered employers to test employees for drugs or terminate them for drug-related violations, so the new Minnesota state law does not impact the DFWA directly. Minnesota law allows employers to prohibit employees from bringing legal cannabinoid products to work and permits employers to prohibit employees from being under the influence while at work. It would be best practice for cities with drug-free work policies to keep those in effect. If a city wishes to do so, it can update its policy to include lawful cannabinoid products within its scope.

Q27. Should my city still continue to include marijuana as a pre-employment panel screen for my Non-DOT employees?

A27. That is for each city to decide for itself. Because currently there are no devices or blood tests available that measure marijuana impairment, and because a best practice approach for Non-DOT marijuana drug testing is to base testing on behavioral observations, some employers are excluding marijuana from their pre-employment Non-DOT drug screens. Some states even prohibit an employer from refusing to hire an applicant simply because of a positive drug test, but Minnesota is currently not one of these states at this time. Any city which chooses to continue to test for cannabinoids for Non-DOT positions must be aware of the fact that these substances may remain in an individual's system for weeks after the impairing effect of the drug has worn off. Thus, it will be difficult, if not impossible, to determine whether the positive test indicates usage in violation of the city's drug-free workplace policy or indicates lawful usage during an employee's time-off from work. Cities should consult with their city attorneys prior to taking any action based upon a positive drug test for cannabinoids.



To: City Council
Date: 7/27/2022

Agenda Heading: City Administrator's Report

““Summer should get a speeding ticket - goes by way too fast!”
-- Anonymous

- **Park and Rec Updates.** The Park Board met last week to discuss the ongoing summer operations. Ron Unger indicated that we've had to deal with a number of issues at the Aquatic Center this summer. He reiterated his stance of making sure that the rules are enforced properly. The guards have been good overall; however, we can always improve. One feedback item is the scheduled dates for the pool to be open. This past year we provided notice of the dates on March 17th. However, we anticipate having that information available even earlier than before. Hopefully, residents will be able to plan their summer schedules accordingly. We've had strong support of the evening lessons but also some folks upset about not being able to use the pool from 6-8 pm during those times. Ron welcomes constructive feedback. We're hoping to be able to staff it until August 26th. However, times of operation will likely change as the manpower dissipates. A local resident is interesting in permanent soccer fields, some discussion was held regarding the best location for those with more information to come. Pending projects include the Lions' / Library Parking Lots and the repair of the Veteran's Park sidewalk.
- **LMC Task Forces Meeting.** There are four task forces that work in conjunction with the League's four legislative policy committees, discuss policy issues for their particular subject area, and then share recommendations with the LMC policy committees.
 - The Elections Task Force makes recommendations to the LMC Improving Service Delivery Policy Committee.
 - The Telecommunications Task Force makes recommendations the Improving Local Economies Policy Committee.
 - The Data Practices Task Force makes recommendations to the Human Resources and Data Practices Policy Committee.
 - The Housing Task Force makes recommendations to the Improving Local Economies Committee

Task force meetings are usually held during the summer at the League building with a remote option. The 2022 meetings will be held as follows:

Data Practices: Aug. 1, 9-11 a.m.
Telecommunications: Aug. 2, 1-3 p.m.
Elections: Aug. 3, 1-3 p.m.
Housing: Aug. 4, 1-3 p.m.

Current city officials and staff are eligible, including city council members, mayors, city administrators, assistant city administrators, clerks, human resource staff, municipal election officials, public safety staff, engineers, finance directors, economic development staff, and others. Committee members can be new to their city position, have many years of experience, or somewhere in between. If you mind be interested in joining, please let me know and we can get you signed up.

- **Rural Ambulance Services.** At the last SEMLM meeting local emergency services were featured with this meeting. It included Taopi Mayor Mary Huntley and Clerk Jim Kiefer sharing what they learned from their recent tornado disaster, and what they think we should know and rural ambulance service issue noting that many are struggling in many SE MN communities and throughout the state. A panel of regional and state leaders in rural ambulance service discussed current issues, needs, and possible solutions. Yesterday, I attended a meeting with the folks from Dodge Center who currently cover Kasson. I will have more information to share soon about their plans and needs.
- **THC products policy review.** The MN Legislature passed law that changed the rules regarding to the sale of certain CBD products effective July 1. As a city, we are still coming to terms with what the impacts of these changes for employment, law enforcement, and businesses will be. The league is currently stating that cities may want to consider regulations, as it is now legal to sell certain edibles and beverages with THC. I have included information regarding the LMC guidance as well as the presentation that the Liquor received regarding these products. A number of communities in MN have placed 1-year moratoriums on sales of the similar products.
- **CMPAS Updates.** The CMPAS board met last week to review operations and a number of pending items. One item was the new transmission lines that are scheduled to be released this week by MISO. Due to the fragmented nature of the new power sources that are coming online (solar and wind) additional transmission lines will be necessary. In 2021 CMPAS and a number of its member utilities were able to invest in CAPX project. However, at the time Kasson's financial position precluded it from doing. I am following this closely and have indicated interest in investing in this next tranche of projects. This acts as a hedge on electricity costs and also has a greater ROI than we can currently generate through the limited investment options the City has available. We also reviewed a virtual peaker program that has potential to take the place of any current load management components. Council will note that in 2022 the load management is not being used due costs and the age of the installed software. Our load is generally quite balanced due to the residential nature of the customer base, however to prevent peak loads CMPAS will be investigating the new programs thoroughly. They reviewed the power supply portfolio and received feedback in the mid 40's per megawatt. Invitations to the annual meeting are at your desks, it will be in September in Kasota, MN. If you haven't been able to attend in the past, I encourage it.
- **2022 Truth-in-Taxation Changes.** The Minnesota Department of Revenue posted [information and instructions](#) on June 15 that detail the new requirements for the annual truth-in-taxation process enacted in 2021. Under the new law, cities with populations of

500 and greater will have to produce and provide certain budget information to their county. The law created a requirement for county auditors to produce a new one-page information sheet that must be included with the parcel-specific notice of proposed property taxes that will contain the following information: The increase or decrease (expressed as a percentage) between the current certified levy for the county, city or township, and school district and the proposed levy for taxes payable the following year by those entities. Select summary budget data for the county, city or township, and school district for the current year budget as well as for the proposed budget. The new requirement also specifies that upon request of the taxpayer, the county must send the supplemental statement in an electronic form or by email. We don't foresee any issues in implementing this, we're still waiting for Dodge County to generate the appropriate forms.

Library walkthrough for punch list items should be this week on Thursday or Friday. The project is nearing its conclusion however there are a number of things that need to be cleaned up or fixed. Additionally, the grading needs to be improved along the building itself. The project has a warranty and both Equity and ICS will be on the hook if something doesn't work or leaks. This winter should give us a good opportunity to test the new gutter system.

Meetings or Events Attended or Planned

June 28	EDA Transition Meeting
June 29	SEH Multifamily Project Review
	SEMLM-Blooming Prairie
June 30	DRC discussion
July 5	EDA
July 6	EMS
July 7	Technical Review
	City Engineer
	PreCon-Library and Lions Park
	Solar Project Meeting
July 11	PZ meeting
July 13	City Council
July 14	Vail review
	City Engineer
July 19	Enterprise Fleeting Planning Meeting
	Park Board
July 20	CMPAS
July 21	DRC
	City Engineer
July 22	EMS-Fire Hall walkthrough
July 26	Rural Ambulance-Dodge Center
July 27	City Council

INFORMATION MEMO

City Options for Meeting Remotely

The ongoing COVID-19 public health emergency has led many city councils and city boards and commissions to hold meetings virtually through the use of interactive technology. Two provisions of Minnesota's Open Meeting Law allow city council members and members of city boards and commissions to remotely appear and participate in meetings. Learn when each provision may be used and the legal requirements to be followed under each option. In addition, find guidance and tips for holding public hearings while holding virtual meetings.

RELEVANT LINKS:

[Minn. Stat. § 13D.02.](#)

[Minn. Stat. § 13D.001, subd. 2.](#)

[Minn. Stat. § 13D.02, subd. 1\(a\).](#)

[Minn. Stat. § 13D.02, subd. 6.](#)

I. Remote meeting options under Minnesota's Open Meeting Law

City council meeting and meetings of city boards and commissions are subject to the Open Meeting Law. Two statutes of the Open Meeting Law allow city council members and members of city boards and commissions to appear and participate remotely. The type of technology that can be used to facilitate remote attendance depends on the statute the city is using for its meetings.

A. Meetings conducted by interactive technology – Minnesota statute 13D.02

At any time, members can appear and participate in a meeting remotely using “interactive technology,” defined as “a device, software program, or other application that allows individuals in different physical locations to see and hear one another.” Skype, Zoom, WebEx, and similar programs with an audio and video connection satisfy this requirement.

1. Meeting requirements

The public body must meet the following six requirements to meet using interactive technology:

- At least one member is physically present at the regular meeting location;
- All members must be able to hear and see each other and all discussion and testimony presented at any location at which at least one member is present;
- All members of the public at the regular meeting location must be able to hear and see all discussion, testimony, and votes of all members;

RELEVANT LINKS:

[Minn. Stat. § 13D.02 subd. 1\(b\).](#)

[Minn. Stat. § 13D.02, subd. 4.](#)

[Notice of Interactive Technology Meeting, LMC Model Form](#)

[Minn. Stat. § 13D.04.](#)

[Minn. Stat. § 13D.02, subd. 3.](#)

- All votes are conducted by roll call so each member's vote can be identified and recorded; and
- Each location at which a member is present must be open and accessible to the public.
- The minutes for the meeting must reflect the names of any members appearing by interactive television technology and state the reason or reasons for the appearance by interactive television technology

However, a meeting satisfies the requirements of the open meeting law even though a member of the public body participates from a location that is not open to the public if the member has not participated more than three times in a calendar year from a location that is not open or accessible to the public, and:

- The member is serving in the military and is at a required drill, deployed or on active duty; or
- The member has been advised by a health care professional against being in a public place for personal or family medical reasons. This clause only applies when a statewide state of emergency has been declared under section 12.31, and expires 60 days after the removal of the state of emergency.

2. Public Notice and Meeting Access

For meetings held via interactive technology, the city must give notice of the regular meeting location as well as the location of members of the body. The city does not need to provide notice of a member's location when the military or medical exception applies to that member. The timing and method of notice is the same as for in-person council meetings, and depends on whether the interactive technology meeting is a regular, special, or emergency meeting.

When holding a meeting via interactive technology, the city must ensure, to the extent practical, that the public has a way to monitor the meeting electronically from a remote location. Note that the city's obligation is to ensure that the public can "monitor" the meeting. Cities may allow public participation and comment through the interactive technology at their discretion; however, it is not required by the Open Meeting Law.

The meeting notice should contain all the information needed for the public to monitor the meeting remotely, including meeting links and/or access codes, as applicable.

3. Agenda packet distributed to public

If possible, the agenda packet that members have during the meeting should be made available to the public.

RELEVANT LINKS:

[Minn. Stat. § 13D.01, subd. 6.](#)

[Minn. Stat. § 13D.021.](#)

[Minn. Stat. § 12.31.](#)
[Minn. Stat. § 12.29.](#)

[DPO 21-003](#)

[Minn. Stat. 13D.021, subd. 1.](#)

[Declaring Electronic Meetings, LMC Model Declaration](#)

[Minn. Stat. § 13D.021, subd. 1.](#)

The agenda packet could be posted for download on a website or shared cloud storage or can be uploaded to a video-based conferencing application. It may also be shared as part of the software application the city uses as its mode of interactive technology.

B. Meetings during pandemic or chapter 12 emergency – Minnesota statute 13D.021

During a pandemic or state or local declaration of state of emergency under Chapter 12, Minnesota statutes, the city council and city boards and commissions may meet using telephone or interactive technology, and may meet entirely remotely. The council can only exercise this authority during a pandemic or a state of emergency declared under Chapter 12, Minnesota statutes. A state of emergency may be declared by the governor for the entire state or declared locally by the mayor and continued after three days by consent of the city council.

Public bodies cannot meet using this authority if a quorum or more of members continue to meet in-person. When a quorum or more members meet in person, the meeting must be open and accessible to the public.

1. Declaration that in-person meeting is not practical or prudent

The first step for holding a pandemic or chapter 12 emergency meeting is for the city's presiding officer, chief legal counsel, or chief administrative officer to make a declaration that an in-person meeting or meeting conducted per Minnesota Statute 13D.02 (discussed above) is not practical or prudent due to health pandemic or emergency declared under chapter 12. The declaration should identify the basis for the meeting, whether for a health pandemic or chapter 12 state of emergency, and cite the relevant facts supporting the declaration.

2. Meeting requirements

In addition to the declaration discussed above, the city must meet the following requirements to conduct a pandemic or state of emergency meeting:

- All members of the body participating in the meeting, wherever, their physical location, can hear one another and heard all discussion and testimony.
- At least one member of the body, chief legal counsel, or chief administrative officer physically present at the regular meeting location, unless unfeasible due to the health pandemic or emergency declaration.

RELEVANT LINKS:

See Colorado Municipal League, "[Virtual Meeting Conduct](#)," for practical tips and virtual meeting etiquette.

Minn. Stat. § 13D.021, subd. 1(3),(4).

Minn. Stat. § 13D.021, subd. 4.

Notice of Pandemic or State of Emergency Electronic Meeting, LMC Model Form.

Minn. Stat. § 13D.04.

Minn. Stat. § 13D.021, subd. 3.

Minn. Stat. § 13D.021, subd. 5.

- Members of the public present at the regular meeting location of the body can hear all discussion and testimony and all votes of members of the body, unless attendance at the regular meeting location is not feasible due to the health pandemic or state of emergency declaration.
- All votes are conducted by roll call, so each member's vote on each issue can be identified and recorded.

3. Entirely remote meetings

Pandemic or state of emergency meetings may be held entirely remotely – no member of the body or city staff need to appear at the regular meeting location, nor will the public be given that option. In order to exercise this option, a finding must be made that any in-person meeting attendance is not feasible due to the pandemic or state of emergency. Many times this finding is combined with the declaration that in-person meetings are not practical or prudent, discussed above. Once this finding is made, the council, city staff, and public will all appear and participate remotely.

4. Public notice and meeting access

For pandemic or state of emergency meetings, the city must give notice of the regular meeting location and that fact that some or all members may participate by telephone or interactive technology. The city does not need to give notice of the location of members of the public body. The timing and method of notice is the same as for in-person meetings, and depends on whether the pandemic or state of emergency meeting is a regular, special, or emergency meeting.

When holding a meeting via interactive technology, the city must ensure, to the extent practical, that the public has a way to monitor the meeting electronically from a remote location. The meeting notice should contain all the information needed for the public to monitor the meeting remotely, including meeting links and/or access codes, as applicable.

5. Public comment period

Cities that offer a regular public comment period during their in-person meetings must, to the extent practical, offer a public comment period when holding a pandemic or state of emergency meeting entirely remotely. The Open Meeting Law does not elaborate, but the city could consider taking verbal comment, written comment, or both, depending on the technology used to conduct the meeting.

6. Agenda packet distributed to public

If possible, the agenda packet that councilmembers have during the meeting should be made available to the public.

RELEVANT LINKS:

[Minn. Stat. § 13D.01, subd. 6.](#)

[Minn. Stat. § 412.851.](#)
[Minn. Stat. § 414.033, subd. 2b.](#)
[Minn. Stat. § 429.031, subd. 1.](#)
[Minn. Stat. § 429.061.](#)

[Minn. Stat. § 444.18, subd. 3.](#)

[Minn. Stat. § 469.003, subd. 2.](#)

[Minn. Stat. § 469.093, subd. 1.](#)

[Minn. Stat. § 469.065, subd. 2.](#)
[Minn. Stat. § 469.105, subd. 2.](#)
[Minn. Stat. § 469.107, subd. 2](#)

The agenda packet could be posted for download on a website or shared cloud storage or can be uploaded to a video-based conferencing application. It may also be shared as part of the software application the city uses as its mode of interactive technology.

II. Remote public hearings

State statutes, charter provisions, or city ordinances may require a public hearing before the city may take certain actions. The purpose of a public hearing is for the city to take public comment on a proposed action. Public hearings are subject to the Open Meeting Law and may take place remotely, given all requirements discussed above are followed.

When holding in-person meetings, taking public comment is relatively simple. Persons wishing to make comments address the council during the public hearing. When meeting remotely, cities have flexibility in how they will take public comment. Cities can take comments prior to and during the hearing. Cities can require those wishing to address the council during the hearing to sign up prior to the hearing.

A. Before the public hearing

1. Identify the law that requires a public hearing

Public hearing requirements are found in state statutes, home rule charter provisions, and city ordinances. Cities should consult those sources directly to find the specific procedural requirements that apply for the public hearing in question

Here are some actions that require public hearings:

- Street vacation.
- Annexation by ordinance.
- Local improvement projects that will be paid for with special assessments.
- When special assessments are made to property.
- Purchase and improvement of waterworks, sewers, drains, and storm sewers by storm sewer improvement districts.
- Adoption of a housing redevelopment authority (HRA) enabling resolution.
- Adoption of an economic development authority (EDA) enabling resolution.
- Sale of port authority land.
- Sale of EDA land.
- Increase of levy for an EDA.

RELEVANT LINKS:

Minn. Stat. § 340A.602.
Minn. Stat. § 275.065, subd.
6.
Minn. Stat. § 462.357, subd.
3.
Minn. Stat. § 462.358, subd.
3b.
Minn. Stat. § 462.3595, subd.
2.
Minn. Stat. § 410.12, subd. 7.
Minn. Stat. § 462.355, subd.
4.

Minn. Stat. § 15.99, subd.
2(a).
Minn. Stat. 462.358, subd.
3b.

- Continuation of a municipal liquor store after a net loss for two of three consecutive years.
- Truth-in-Taxation Law processes.
- Adoption or amendment of a zoning ordinance.
- Subdivision applications.
- Granting of a conditional use permit.
- Adoption of a charter amendment by ordinance.
- Certain interim ordinances.

Take note of any notice requirements in the applicable statute, charter provision, or ordinance. Common notice requirements are publishing and/or mailing notice for a specified period prior to the hearing. Also take note of any timing requirements in the statute, charter provision, or ordinance. There may be a deadline for the city council or commission to act.

For written requests related to zoning and other land use applications, cities generally have 60 days to make a decision. For subdivision applications, cities generally have 120 days to make a decision on the preliminary plat. Public hearings are required on these issues. Keep this in mind when scheduling hearings. If the city does not act by the deadline, the application may be automatically approved.

2. Provide notice of hearing

First, check the applicable statute, charter provision, or ordinance to find out the type and method of public notice. Sometimes specific content is required in the notice.

Notices should contain clear and complete information on how the city will accept public comments and any deadlines for submitting pre-hearing comments. All methods the city chooses for accepting comments should be clearly communicated to the public.

Consider methods of notice beyond what is legally required. Cities can use the city website, newsletters, email subscription lists, or social media to provide notice. This ensures that more residents get notice of the hearing and can comment, if desired.

3. Taking comments before the hearing

State laws generally don't provide a specified way of handling public comments.

Cities should consider taking public comments prior to the public hearing. Several methods of comment can be made available, including mail, email, or voicemail. The methods should be communicated in the public notice.

RELEVANT LINKS:

[Minn. Stat. 13D.01, subd. 6.](#)

LMC Information Memo,
[Data Practices: Analyze,
Classify, and Respond.](#)

Handbook, [Records
Management.](#)

Consider a deadline for submitting comments prior to the date of hearing. That way, staff have time to prepare and distribute comments to councilmembers in time for consideration before the hearing. This may provide a cleaner method of taking comment, as the council will have all comments available to it before the hearing begins.

All comments received should be attached to the public record and maintained by the city pursuant to its records retention schedule.

B. Holding the public hearing

1. Taking comments during the hearing

In addition to taking comments prior the hearing, the city council or commission should also provide a method to receive public comments during the hearing. Good meeting management is essential to ensure an orderly presentation of comments to the council.

During the hearing a staff person controlling the meeting technology platform can control who can talk at what time and call on persons as they come up on the agenda to speak.

Alternatively, the city can require that those wishing to make comments during the meeting make an appointment to do so. The staff person controlling the meeting technology then gives those persons a number to call or an invitation to join the meeting at a certain time. The staff person can also call on persons based on their appointments.

If time allows, a city can continue a public hearing to a future time. Doing so will allow additional time for the public to provide input based on the information presented at the original hearing.

2. Chat/Comment features

Virtual meeting platforms such as Zoom, Microsoft Teams, WebEx, and similar applications often contain a live chat feature. The Open Meeting Law requires the council to provide access to all materials the council or commission is considering at that meeting. Any chat done during the meeting should be visible to the public, rather than done privately between members and/or staff, in order to meet this requirement.

The chat feature may be disabled if the application allows for it. However, chat messages that are sent during the meeting become part of the record of the public hearing and likely are public data per the Minnesota Data Practices Act. Cities should also consult their records retention schedules to determine the retention period for chat messages sent and received during council meetings that feature a public hearing.

RELEVANT LINKS:

Handbook, [Records Management](#).

LMC Information Memo, [Data Practices: Analyze, Classify, and Respond](#)

[Minnesota Mayors Handbook](#).

[Minnesota Mayors Handbook](#).

LMC Research and Information Service
651-281-1200 or (800) 925-1122
Research@lmc.org
[Submit a question online](#)

3. Making a good record

All comments received prior to the hearing should be distributed to councilmembers or commissioners and made part of the public hearing record. Cities may want to acknowledge receipt of comments made prior to the hearing to ensure that people know their comments were received.

During the meeting, presiding officers may want to reiterate that all comments received prior to the hearing were distributed to all members. Comments received during the hearing should be distributed to all members.

All comments received should be maintained in the city's records and maintained per the city's records retention schedule. Comments will likely be classified as public data per the Minnesota Government Data Practices Act. Cities should have an orderly process for collecting and maintaining all comments in the event someone makes a data request for this information.

III. Conclusion

Proper meeting management takes on a heightened role when city councils are meeting remotely and using technology that councilmembers, staff, and the public are not familiar with. Because the mayor is typically the presiding officer at council meetings, their role takes on added significance. Some suggestions on proper meeting management from the Minnesota Mayor's Handbook:

- Interpret and impartially enforce any applicable meeting management policies, bylaws, or rules or order.
- Clearly communicate rules and expectations to members of the public listening to the meeting remotely.
- Recognize speakers to ensure no one speaks over one another.
- For remote meetings, ensure that votes on motions and resolutions are taken by roll call of each councilmember.
- For public hearings required by law, ensure the public has a meaningful opportunity to present testimony using the methods the city has prescribed.

The Minnesota Mayors Handbook also has sample rules of conduct and rules of order that can provide guidance.

The League can help answer questions and provide further guidance. Please contact the League Research and Information Service with questions.

LEGAL FILING NOTICE

LEGAL NOTICE TO VOTERS

Notice is Hereby given: That a City-State General Election in the City of Kasson, County of Dodge, State of Minnesota, will be held on Tuesday, November 8, 2022 between 7:00 o'clock a.m. and 8:00 o'clock p.m.

The following offices shall be filled:

One (1) Mayor - Two (2) year term
Two (2) Councilpersons - four (4) year term
One (1) Councilperson for two years to fill out a four-year term

The first day for filing Affidavits of Candidacy for the above offices will be **Tuesday, August 2, 2022** and the last day for filing Affidavits of Candidacy will be **Tuesday, August 16, 2022**, both dates being inclusive. The office of the City Clerk is open from 8:00 a.m. to 5:00 p.m., Monday through Thursday for filing purposes. **Friday, August 6 and August 13, 2022 the office of the City Clerk is open 8:00am until Noon.**

The cost to file is \$5.00

The designated polling place for the General Election for all three Kasson City Precincts is the **Kasson-Mantorville High School, South Gym, 101 16th St NE, Kasson, MN.**

The designated polling place for the Primary Election on August 9, 2022 will be the Kasson-Mantorville High School, South Gym, 101 16th St NE, Kasson, MN.

Linda Rappe
City Clerk