

**Sherburn City Council Meeting**  
**October 4,2021**  
**Sherburn City Hall, 21 East First Street**  
**5:00 PM**  
**UPDATED**

**CALL MEETING TO ORDER**

**OPEN PUBLIC COMMENTS**

- Persons may take one opportunity to address the council for three minutes about a topic not on the agenda. No notification of the mayor is required.
- Persons commenting on consent agenda may use this opportunity to speak.
- Persons who wish to speak about a regular agenda item must register with the clerk before the meeting.

**APPROVAL OF AGENDA**

**APPROVAL OF MINUTES**

1. September 20, 2021 Council Meeting

**CONSENT AGENDA (Persons commenting on consent item may speak under open public comments)**

1. Bills to be Paid

**REGULAR AGENDA**

1. Approve Cooperation Letter with County regarding State Funding for Osborne Street A
2. Resolution 2021-14: Resolution to Pursue Obtaining the Property at 603 S. Lake Street A
3. Resolution 2021-15: Donation from Compeer Financial to Sherburn Fire A
4. JCG Land Services: Easement for Electric Line A

**ADMINISTRATORS REPORT**

1. Dilapidated houses I
2. Townhome Estimate I

**ADJOURN**

MINUTES OF COUNCIL MEETING  
September 20, 2021

A regular council meeting was duly called to order at 5:00 p.m. by Mayor Bob Roesler on Monday, September 20, 2021 with members Matt Larson Kurt Olson, Brad Ringnell, and Bob Roesler present. Absent: Carlee Hunter. Also present City Admin/Police Chief Brad Hughes and Deputy Clerk Kym Christiansen.

Motion by Ringnell to approve the agenda as amended, second by Olson, carried.

Motion by Ringnell to approve the minutes as written and sent to each council member for study, second by Larson, carried.

Consent agenda including payment of bills was declared approved.

City Admin/Police Chief Hughes presented a proposal received from Bolton and Menk regarding the license operator for the wastewater treatment plant at a cost of \$1,500 per month. The current operator would not continue of the monthly fee was reduced due to current staff obtaining the need licenses for the water plant. Bolton and Menk will be at the wastewater plant often for the next two years during the rehab project, it would sense that they resume being the license holder for our plant. By the time the project is finished, current staff will be eligible to test for the license to run the plant ourselves. Motion by Ringnell to approve the proposal by Bolton and Menk to provide a license operator for the wastewater treatment plant at a cost of \$1,500 per month, second by Larson, carried.

Hughes presented a proposal for an inventory system for the liquor store. The system will be able to track the amount of inventory that is on hand for each item as well the number of pours that a bottle gets in the on-sale if it is set up for that. The vendor indicates that we will likely see a significant return on the investment for the inventory system. The cost of the inventory is around \$1,000 for the set up and monthly fee of \$425. Discussion on the proposal included return on the investment, scanner and equipment included, contract length, future pricing, and installation. Motion by Larson to purchase the liquor store inventory system as submitted, second by Ringnell, carried.

Martin Co was appraised the property located at 211 N Prairie St at \$2,500 so with the fees the total cost of the purchase would \$2,654,25. The County Board will be meeting on September 21 and will review the request to obtain the property. Discussion held on various options for property which include removing the structure then using the lot for a duplex. City Admin/Police Chief Hughes will contact the company that just finished a construction project in Welcome. Motion by Olson to purchase the property located 211 N Prairie St and remove the house, second by Larson, carried.

Motion by Ringnell to approve Resolution 2021-13 Adopting a Proposed 2021 Tax Levy in the Amount of \$585,446, Collectible in 2022 and Setting the Date and Time for the Public Hearing on December 6, 2021 at 6:00 p.m. and if necessary, a continuation hearing on December 20, 2021 at 6:00 p.m., second by Olson. Ringnell, yea; Olson, yea; Larson, yea; Roesler, yea. Resolution 2021-13 approved.

#### Administrator Report

- Two foods that were the events this summer will be over on October 4 for one more night before the weather turns cold for the year.
- August 20201 Police Report was presented for review.
- Kelly Yahnke with Bolton and Menk will be in attendance at the October 4 to discuss the bids that were received for the Wastewater Treatment Plant Project. Mr. Yahnke is working on getting the

funding adjusted due to the substantial difference between the bid estimate and actual bids. The bid tabulation was presented for the review. Discussion has also be held regarding options that could be pursued because of the size of the difference.

- Updated costs for future development areas will be obtained from the City Engineer.
- Well # 4 is working perfectly now so the repair on the well #3 can begin.

Motion to adjourn by Olson, second by Ringnell, carried. Meeting declared adjourned at 5:27 p.m.

Kym Christiansen, Deputy Clerk

General Fund/Water/Wastewater					
Vendor	Invoice Number	Code	Code Amount	Description	Vendor Total
ARAMARK	33316	100-41000-439	\$48.63	CITY HALL MAT	
		601-49400-439	\$69.08	Wtr MAT	117.71
Metering & Technology	80081613	601-49400-200	\$32.34	Badger Meter/ Beacon	32.34
Bank Midwest	9122021	100-41000-439	\$11.40	USPS	
		601-49400-439	\$29.30	WTR TRAVEL EXP P. SCHOEN	
		601-49400-439	\$550.77	WTR TRAVEL EXP SCHOEN	\$591.47
	9152021	100-43100-442	\$120.00	WORK BOOTS ALLOW D. FICKEN	\$120.00
BARGEN INC	221497	100-43100-200	\$65.00	BLUE PAINT 1 Ga.- ST.	\$65.00
BOLTON & MENK	275929	601-49400-350	\$7,422.50	N Osborne St engineering prelim	\$7,422.50
BoundTree	84215194	100-42200-215	\$121.08	AMB supplies	\$121.08
CITY OF SHERBURN	2030001	610-46500-380	\$31.54	UB 26 N MAIN	\$31.54
CORE & MAIN	P566381	601-49400-200	\$205.34	WTR SUPPLIES	\$205.34
COSTELLO CARLSON BUTZON	16870	100-41000-300	\$2,500.00	3RD QTR LEGAL	\$2,500.00
CRYSTAL CLEAR CLEANING	741	100-41000-220	\$37.50	OCT CLEAN	
		100-41900-220	\$37.50	OCT CLEAN	
		100-45180-220	\$37.50	OCT CLEAN	
		100-45200-220	\$37.50	OCT CLEAN	\$150.00
DEB HANSEN	8122021	100-41000-300	\$187.50	RECONCILE ACCOUNTS	\$187.50
H2O INNOVATIONS	CD120339	601-49400-439	\$6,000.00	ANNUAL SERVICE CONTRACT WTR	\$6,000.00
		601-49400-200	\$2,736.00	WTR FILTERS	\$2,736.00
HAWKINS	6025759	602-49450-200	\$2,421.53	CHLORINE CYL WWTR	\$2,421.53
		601-49400-200	\$3,210.34	FLUOSILICIC/SODIUM P -WTR	\$3,210.34
HEIMAN FIRE EQUIP	897557	100-42200-200	\$5,789.56	23 EMS JUMPSUIT 4/15/21	\$5,789.56
HENRY SCHEIN	98922941	100-42200-215	\$25.62	AMB SUPPLIES	\$25.62
K & W ELECT	100-42200-220	701-49010-220	\$455.32	INSTALLATION CAT CABLES	\$455.32
KUEHLS ELECT	14338	601-49400-220	\$1,233.11	WTR PLANT BREAKER REP	\$1,233.11
MARC	742124	100-45200-200	\$310.00	PARK SUPPLIES	
		100-45200-220	\$1,876.00	PARK WEED KILLER/INSECTICIDE	
		100-43100-200	\$414.75	SHOP SUPPLIES	
		100-45180-200	\$359.42	CH SALT NEUT	\$2,960.17
MIDCO	91821	100-41900-320	\$36.44	LIB INTER	
		100-45180-380	\$88.55	THEATER INTERNET	
		100-422000-320	\$182.49	FD INTERNET	\$307.48
MINN ENERGY	101221	601-49450-380	\$21.31	GAS WW	
		100-45180-380	\$55.78	CH GAS	\$77.09
MINNESOTA RURAL WATER	92821	601-49400-220	\$450.00	GATE VAVLES CUT	\$450.00
SO MN HOME CREATIVE	1207	100-41000-350	\$250.00	ADVERT So Mn MAGAZINE	\$250.00
STAPLES	2910717921	100-41000-200	\$151.27	PAPER	
		100-41000-200	\$23.29	TISSUES/PPR	
		100-41000-200	\$88.67	OFFICE SUPPLIES	\$263.23
ZIEGLER		701-49010-220	\$1,848.98	TLR GENER REPAIR/MAINT	\$1,848.98
			\$39,572.91		\$39,572.91

Municipal Liquor Store					
Vendor	Invoice Number	Code	Code Amount	Description	Vendor Total
ARAMARK	33314	609-49750-200	\$260.19	MOP/MAT	\$260.19
ATLANTIC COCA-COLA	2901894	609-49750-259	\$92.08	SODA POP PURCH	\$92.08
AMERICAN WELDING & GAS	8049164	690-49750-260	\$201.23	NITRO/GAS	
		690-49750-333	\$12.80	FREIGHT	\$214.03
BREAKTHRU	341144280	609-49750-251	\$767.00	LIQUOR	
		609-49750-333	\$22.20	FREIGHT	\$789.20
FIRE HOUSE PIZZA	18473	609-49750-259	\$251.25	PIZZA	\$251.25
HERMEL		609-49750-333		FREIGHT	
		609-49750-260		MISC/FOOD	
		609-49750-259		BAR SUPPLY	
		609-49750-200	\$3,727.65	STORE EXP PPR/SUPP	\$3,727.65
HYVEE		609-49750-200	\$0.00	SUPPLIES	
		609-49750-259	\$52.25	FOOD	
		609-49750-260	\$14.23	BAR SUPPLY	\$66.48
LOCHER BROS	1198370	609-49750-252	\$963.65	BEER	\$963.65
	1198321	609-49750-252	\$2,467.45	BEER	\$2,467.45
MARC	742125	609-49750-200	\$711.03	RESTROOM SUPPLIES	\$711.03
MARTIN BROS	9134681	609-49750-259	\$1,562.65	FOOD	\$1,562.65
	9146290	609-49750-259	\$1,517.65	FOOD	\$1,517.65
MIDCO	92321	609-49750-320	\$180.86	LS INTER	\$180.86
PAUSTIS WINE CO	14066	609-49750-333	\$8.75	FREIGHT	
		609-49750-251	\$360.00	LIQUOR	\$368.75
SOUTHERN MN HOME CREATIVE	1255	609-49750-340	\$250.00	AD MAGAZINE So Mn Home	\$250.00
TOW DISTRIBUTING	101660	609-49750-252	\$1,706.65	BEER	\$1,706.65
	101057	609-49750-252	\$3,207.65	BEER	\$3,207.65
	101056	609-49750-252	\$55.40	BEER	\$55.40
	41339	609-49750-252	-\$17.60	NR RET	-\$17.60
	101058	609-49750-252	-\$170.70	CREDIT	-\$170.70
			\$18,204.32		\$18,204.32

## **Sherburn City Council**

### **Agenda Item Background and Recommendation**

**Agenda Item: Approve Cooperation Letter with County regarding State Funding for Osborne Street**

**Agenda Item #: 1**

In order for the City to receive the funds from the transportation bill, they must go through the County because we are not a big enough city to fund directly. The State will allow the County to act as a conduit if we demonstrate that we have the staff and expertise in place to manage the funds in a manner that meets State criteria.

The attached letter will be sent to the State after both Council and the County Commissioners approve it. This will allow the County to act as merely a fiscal agent.



September 30, 2021

Marc Briese, P.E.  
State Aid for Local Transportation  
395 John Ireland Blvd.  
St. Paul, MN 55155

Re: 2021 Local Road Improvement (LRIP) Legislative Earmark – Osborne Street Project

Dear Marc,

We understand there is a policy desire of MNDOT to ensure proper execution of projects where State Funds are allocated to local communities. Further, in some cases, small municipalities may not have the required engineering, legal or administrative capacity or expertise to effectively execute complex roadway projects and thus the State may look to the County to perform certain functions.

In the case of this project, the City of Sherburn utilizes a professional staff and consultants under the auspices of consulting engineering firm of Bolton & Menk – a well known and established firm. Further the assigned staff are well acquainted with the MNDOT expectations, design process and project execution – such staff are Greg Mitchell, PE and Kelly Yahnke, PE. Both Mitchell and Yahnke are licensed, professional engineers and each have over 25 years of public municipal project execution experience including the facilitation of State aid funded projects.

To this end, as there remains a desire on the part of the State to involve the County the following expectations will be generally delegated as follows and are acceptable to the City of Sherburn and Martin County – both parties will work in good-faith to facilitate the proper execution of the Project and to benefit effective use of public dollars.

**To the City:**

- Execute LRIP Grant Agreement
- Ensure the project meets milestones and dates; B&M will hold typical construction progress meetings, project management team meetings, use of project tracking software, etc.
- Develop, review and/or approve the plan in conjunction with the City Administrator – Brad L. Hughes to ensure City goals are also met.
- Submit plan, engineers estimate and proposal to the DSAE
- Advertise, let and award the project
- Communicate progress and updates with DSAEs and State Aid Programs Engineer
- Ensure that the project receives adequate supervision and inspection
- Ensure project close out – with guidance and coordination from Martin County to ensure compliance with required State Aid rules

**To the County:**

- Be the limited fiscal agent of behalf of the city to facilitate and/or submit State Aid payments and pay requests. State will make payments to the County, and the County will disburse funds to the City for final payment to Contractor(s).
- Request SAP/SP number for the project.

If any further clarifications are needed please reach out to the City at 507-764-4491 or the County at 507-235-3347.

Sincerely,

Brad L. Hughes  
City Administrator  
City of Sherburn

Kevin Peyman  
County Engineer  
Martin County

## Sherburn City Council Agenda Item Background and Recommendation

**Agenda Item: Resolution 2021-14: Resolution to Pursue Obtaining 603 S. Lake Street**  
**Agenda Item #: 2**

Much the same as the property located at 211 N. Prairie, the property at 603 S. Lake Street is available through the County due to unpaid taxes. I have attached the property description which is the last one on the sheet. As you can see, the appraised value of the property is \$1, so the city can purchase this for \$1 plus the fees that go with getting it transferred. This is one of the properties we were looking to remove.

Council needs to approve this resolution to move forward.

**CITY OF SHERBURN, MINNESOTA  
CITY COUNCIL RESOLUTION 2021-14**

APPROVAL OF

WHEREAS, the Sherburn City Council has been notified that the property located at 603 S. Lake Street and 408 Kenzie Street have been forfeited to the State of Minnesota for nonpayment of taxes and;

WHEREAS, the City Council has determined that the properties are in a state of severe disrepair and is considered a blighted property and;

WHEREAS, the City Council wishes to take possession of these properties to remove the blight and make the lot available for construction of new housing;

NOW THEREFORE BE IT RESOLVED by the Sherburn City Council of Sherburn, MN that the City obtain the property located at 603 S. Lake and 408 Kenzie Street in Sherburn, MN from Martin County in order to remove the blighted structures on said property.

(Seal)

  
\_\_\_\_\_  
Mayor – Robert Roesler

  
\_\_\_\_\_  
City Administrator – Brad L. Hughes

Roll Call:

Roelser Y Larson Y Ringnell Y Olson Y Hunter Y

### Summary

Parcel ID 384500790  
 Property Address 603 LAKE ST S (Primary)  
 603 LAKE ST S (Primary)  
 SHERBURN  
 Sec/Twp/Rng N/A  
 Brief Tax Description MORGANS ADDN. LOTS 16 & 17 BLK 17  
 (Note: Not to be used on legal documents)  
 Deeded Acres 0.00  
 Class ; 201 - (NON-HSTD) RESIDENTIAL  
 District (3801) SHERBURN-2448  
 School District 2448  
 Neighborhood 238.1 - SHERBURN 1800-1925  
 Contact Appraiser: [Deb Eversman](#)  
 Creation Date 06/15/2021



### Owner

Primary Taxpayer  
 State Of Minnesota  
 Attorney General  
 520 Lafayette Rd Suite  
 St Paul, MN 55146

[Whitney Fritzmeier](#)  
 1501 120th St  
 Welcome, MN 56181

### Land

Seq	Code	CER	Dim 1	Dim 2	Dim 3	Units	UT
1	SHERBRN RL	0	100	150	0	100.000	FF
Total						0.000	

### Extra Features

Seq	Code	Actual Year Built	Description	Dim 1	Dim 2	Units	UT	Unit Price	Adj 1	Adj 2	Adj 3	Adj 4	% Good	RCNLD	Div %	Value
1	001399		SALVAGE HOUSE	0	0	1.000	UT	1,000.000	1.00	1.00	1.00	1.00	100.00	1000	1.000	1000
2	001106		YARD SHED	16	14	224.000	SF	9.000	1.00	1.00	1.00	1.00	20.00	403	1.000	403

### Sales

Multi Parcel	IN	Q	Sale Date	Buyer	Seller	Sale Price	Adj Price	eCRV
N	QC	U	11/28/2008	RECA LIMITED PARTNERSHIP	BLUE SPRUCE ENTITIES LLC	\$2,500	\$2,500	.
N	QC	U	11/27/2007	BLUE SPRUCE ENTITIES LLC	GMAC MONTGAGE LLC	\$2,000	\$2,000	.
N	WD	U	09/05/2000	HELMICH, RONALD (JR) & TRICIA	TURNER, ELWIN J & KOREN K	\$11,000	\$11,000	.

Please contact Assessor's Office for CRV's prior to October 2014

### Valuation

	2021 Assessment	2020 Assessment	2019 Assessment	2018 Assessment	2017 Assessment
+ Estimated Land Value	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
+ Estimated Building Value	\$1,400	\$1,400	\$1,400	\$1,400	\$2,700
+ Estimated Machinery Value	\$0	\$0	\$0	\$0	\$0
= Total Estimated Market Value	\$5,400	\$5,400	\$5,400	\$5,400	\$6,700

## Taxation

Classification	2021 Payable	2020 Payable	2019 Payable	2018 Payable
	201 - (NON-HSTD) RESIDENTIAL	201 - (NON-HSTD) RESIDENTIAL	201 - (NON-HSTD) RESIDENTIAL	201 - (NON-HSTD) RESIDENTIAL
Estimated Market Value	\$5,400	\$5,400	\$5,400	\$6,700
- Exempt Value	\$0	\$0	\$0	\$0
- Excluded Value	\$0	\$0	\$0	\$0
- Homestead Exclusion	\$0	\$0	\$0	\$0
= Taxable Market Value	\$5,400	\$5,400	\$5,400	\$6,700
Net Taxes Due	\$120.15	\$130.11	\$129.02	\$164.00
+ Special Assessments	\$959.85	\$861.89	\$400.98	\$212.00
= Total Taxes Due	\$1,080.00	\$992.00	\$530.00	\$376.00

IF YOU OWE BACK TAXES PLEASE CALL THE AUDITOR/TREASURER OFFICE

## Unpaid Taxes

No taxes are due at this time

## Tax Statements



[2021 Tax Statement \(PDF\)](#)

[2020 Tax Statement \(PDF\)](#)

[2019 Tax Statement \(PDF\)](#)

[2018 Tax Statement \(PDF\)](#)

## Valuation Notice



[2022 Valuation Notice \(PDF\)](#)

[2021 Valuation Notice \(PDF\)](#)

## Photos



**Sherburn City Council**  
**Agenda Item Background and Recommendation**

**Agenda Item: Resolution 2021-15: Donation from Compeer Financial to Sherburn Fire**  
**Agenda Item #: 3**

Attached is a resolution for a \$3,000 donation to the Sherburn Fire Department from Compeer Financial. Council needs to approve this resolution.

## Resolution 2021-15

### RESOLUTION ACCEPTING DONATION OF \$3,000 FROM COMPEER FINANCIAL FOR THE SHERBURN FIRE DEPARTMENT .

**WHEREAS**, the City of Sherburn is generally authorized to accept monetary donations pursuant to Minnesota Statutes Section 465.03 for the benefit of citizens and departments within the City of Sherburn, and is specifically authorized to accept gifts for the benefit of conducting business and equipment pursuant to Minnesota Statutes Section 471.17; and



**WHEREAS**, the City Council finds that it is appropriate to accept the donations and contribution offered.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SHERBURN, MINNESOTA, AS FOLLOWS:**

The donation described above is accepted and shall be used to benefit the Sherburn Fire Department, as allowed by law.

Adopted by the City Council of the City of Sherburn on October 4, 2021

(seal)

Mayor  Attest   
Date 10/4/2021 Date 10/04/21

VOTE:

Y Hunter Y Larson Y Roesler Y Ringnell Y Olson

## **Sherburn City Council Agenda Item Background and Recommendation**

**Agenda Item: JCG Land Services: Easement for Electric Line  
Agenda Item #: 4**

Attached is the easement request from JCG Land Services for the substation being installed out by the Interstate. Jeremy Smith will be here to answer any questions and provide information. JCG will offer \$2,325 for the easement.

Return To: Mallory Huisman – JCG Land Services – 1715 South G Avenue, Nevada, IA 50201 (515) 382-1698  
Prepared By: Tim Iannettoni – ITC Midwest LLC – 123 5<sup>th</sup> Street SE, Cedar Rapids, IA 52401 (248) 946-3413

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## ELECTRIC LINE EASEMENT

For good and other valuable consideration, the receipt of which is hereby acknowledged, **City of Sherburn, Minnesota**, PO Box 667, Sherburn, MN 56171 (“Grantor”), does hereby warrant and convey unto ITC Midwest LLC, a Michigan limited liability company, 27175 Energy Way, Novi, MI 48377 (“Grantee”) a perpetual, permanent easement (“Easement”), upon, under, over and across the “Easement Area” within the “Premises” as described below and shown on Exhibit A, together with all the rights and privileges for the full enjoyment or use thereof for the purpose described below.

Premises: A tract of land in the Southwest Quarter of the Southwest Quarter of Section 6, Township 102 North, Range 32 West in the City of Sherburn, Martin County, Minnesota described as follows: Commencing at the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 6, Township 102 North, Range 32 West in the City of Sherburn, Martin County, Minnesota; thence South 90 degrees 00 minutes 00 seconds West (assumed bearing) along the South line of the Southwest Quarter a distance of 33.00 feet to the point of beginning; thence continuing South 90 degrees 00 minutes 00 seconds West along the South line of the Southwest Quarter, a distance of 264.00 feet to the centerline of Minnesota Trunk Highway No. 4; thence North 34 degrees 29 minutes 30 seconds West along said centerline a distance of 322.28 feet; thence North 55 degrees 30 minutes 30 seconds East a distance of 75.00 feet to an iron pipe survey marker; thence continuing North 55 degrees 30 minutes 30 seconds East a distance of 466.94 feet to an iron pipe survey marker and a line lying parallel with and 33.00 feet westerly (measured at right angles) of the East line of the West Half of the Southwest Quarter; thence South 0 degrees 00 minutes 59 seconds West parallel with the East line of the West Half of the Southwest Quarter a distance of 572.52 feet to the point of beginning. Subject to an easement for public roadway right-of-way of Minnesota Trunk Highway No. 4 along the westerly line of the herein described tract and also subject to an easement for public roadway right-of-way along the South line of the Southwest Quarter of Section 6.

Easement Area: The Easement Area being the East 25 feet of the Premises.

1. **Grant of Rights.** The Easement includes the following rights:

- (i) The right, privilege and authority to construct, reconstruct, maintain, upgrade, operate, repair, patrol, replace, relocate and remove an overhead electric and telecommunications line or lines, consisting of poles, towers, crossarms, insulators, wires, guy wires, anchors and other necessary fixtures, equipment and construction for transmitting electricity, communications and all corporate purposes (the "Electric Lines") within the Easement Area;
  - (ii) The right to enter upon the Premises to conduct surveys, including environmental surveys, and soil engineering testing for the Electric Lines;
  - (iii) The right of ingress and egress over and across the Premises to the Easement Area for any of the Easement purposes stated herein, by means of existing field roads and lanes, if any, otherwise by the use of the most reasonable and feasible route selected by Grantee in its reasonable discretion, together with the right to construct a temporary road, at Grantee's sole expense, across the route used for ingress and egress, provided that upon the later of Grantee's determination that a temporary road is no longer necessary and Grantor's request to remove, Grantee shall, to the extent reasonably practicable, restore any temporary road area to its condition at the time of entering into this Agreement;
  - (iv) The right to remove, cut, trim, destroy or otherwise control any or all trees, shrubs, bushes, or brush now or hereafter standing or growing upon or within the Easement Area, all at Grantee's sole and absolute discretion, together with the right to remove, cut, trim, destroy or otherwise control any or all trees, shrubs, bushes, or brush on the Premises that in the sole and absolute judgment of the Grantee may interfere with maintenance, operation, or use of the Electric Lines or which in falling might touch the Electric Lines; and
  - (v) The right to extend any or all of the rights granted in this Easement to another entity or person.
2. **Reserved Rights.** Grantor reserves the right to cultivate, use, install and maintain field tiles or other drainage apparatuses used for farming, and occupy the Easement Area in a manner that is not inconsistent with Grantee's rights granted herein, such inconsistency to be determined by Grantee in its reasonable judgment, provided that Grantor shall not perform any act which will interfere with or endanger the Electric Lines.
3. **Survey.** For one hundred eighty (180) days after completion of construction of the transmission line, Grantee shall have the right, but not the obligation, to supplement Exhibit A with a new Exhibit A-1 that will show the exact size and location of the Easement Area as determined by survey of the legal description set forth above. The survey shall be in such form and content as is acceptable to Grantee in its sole discretion. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Easement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Easement, and to record or re-record such affidavit, amendment or Easement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Easement.
4. **Damages and Repair.** Upon reasonable notice to Grantee that damage has occurred on the Premises, Grantor and Grantee shall work cooperatively to identify the damage and to determine the scope of repair or replacement work and/or amount of reimbursement. Notwithstanding the foregoing, at no time shall Grantee be responsible for any damages to the extent that such damage results from Grantor's negligence or willful misconduct. As provided in Grantee's most current damages statement, Grantee shall:

- (i) re-grade, repair and restore, at Grantee's sole expense, any portions of the Premises damaged by Grantee in the exercise of any of Grantee's rights in this Easement;
- (ii) repair or replace, at Grantee's sole expense, any property damaged, including but not limited to any actual damage done to drain tiles or other farming equipment (collectively referred to as "Equipment") caused by Grantee's exercise of any of Grantee's rights under this Easement. In lieu of the foregoing, Grantor may elect to undertake such repair or replacement of the Equipment and Grantee shall reimburse the Grantor for the actual and reasonable cost of such repair or replacement; and
- (iii) upon Grantee's completion of construction, operation, maintenance, repair, reconstruction or use of the Electric Lines, Grantee shall reimburse Grantor, or the owner of the crops if different from the Grantor, for the value of any crops damaged by Grantee's exercise of any of Grantee's rights under this Easement.

5. **Structures, Trees, Permitted Fences.** Grantor shall not erect any buildings, structures or other objects, permanent or temporary, (collectively referred to herein as "Structures") upon the Easement Area. Grantor further agrees not to plant any trees or shrubs within the Easement Area without prior express written consent from Grantee, nor to perform any act which will interfere with or endanger the Electric Lines.

Grantee may remove, at its sole discretion, any existing Structures from the Easement Area. In addition, Grantee may remove, at its sole discretion, any prohibited future Structures from the Easement Area without prior notice and without responsibility for any damage that occurs as a result of such removal. In the event a fence currently exists within the Easement Area as of the date of this Easement (each, a "Permitted Fence"), Grantee may: (1) install and maintain a gating system in the Permitted Fence, of Grantee's choice, in order to obtain access to the Easement Area for the purposes of construction and maintenance of the Electric Lines; and (2) cause such Permitted Fence to be removed as Grantee deems necessary provided that Grantee restores such Permitted Fence to substantially the same condition as it existed prior to removal.

6. **Public Improvements.** Grantor further reserves the right to dedicate and have or permit to be improved, maintained, and used for the purposes of streets, curbs and gutters, sewers, water and underground utilities and pipelines other than field tiles/drainage apparatuses for farming (hereinafter called "Public Improvements"), the portion of said Easement Area not occupied by the structures supporting Grantee's electric system, provided that said Public Improvements do not in the opinion of Grantee impair the structural or electrical integrity of or ability to maintain said electric system or materially alter the existing ground elevations; and provided further that all such Public Improvements shall not result in a ground or other clearance of less than the minimum requirements specified by the National Electrical Safety Code and any other applicable laws or regulations or other codes in effect from time to time. Grantor, its agents or successors must submit plans of Public Improvements or other installations within the Easement Area for review, compliance, and written consent by Grantee prior to installation of the proposed Public Improvements.

7. **Grantor Representations and Warranties.** Grantor represents and warrants to Grantee that it is the sole owner(s) of the Premises; that it holds the Premises by title in fee simple; that it has the full authority and power to grant the Easement to Grantee; and that the Premises are free and clear of all liens, encumbrances, claims and charges (including, but not limited to, judgment liens, judicial liens, mechanic's liens, harvester's liens, miner's liens, landlord's liens, attorney's liens, tax liens, and special assessments). Grantor covenants to warrant and defend the Premises and Easement against any liens and the

lawful claims of all persons asserting, claiming or having any liens. Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the Easement.

- 8. **Integration/Severability.** It is agreed and understood that this Easement contains all agreements, promises and understandings between Grantor and Grantee and that no verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Grantee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Easement shall be void and ineffective unless made in writing signed by the Grantor and Grantee. In the event any provision of the Easement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Easement. The failure of either party to insist upon strict performance of any of the terms or conditions of this Easement or to exercise any of its rights under the Easement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Easement, in law or in equity.
- 9. **Captions.** The captions contained in this Easement are inserted for convenience only and are not intended to be part of the Easement. They shall not affect or be utilized in the construction or interpretation of the Easement.
- 10. **Governing Law.** This Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Minnesota.
- 11. **Limited Use/Non-Use.** Limited use or non-use of the rights granted herein shall not prevent later use to the full extent herein conveyed.
- 12. **Perpetual Conveyance.** This conveyance shall be permanent, shall run with the land and shall be binding upon the parties' successors, personal representatives, heirs, and assigns.

IN WITNESS WHEREOF, Grantor has executed and delivered this agreement and the agreement shall be dated as of the date of Grantor's execution of the agreement.

GRANTOR: City of Sherburn

\_\_\_\_\_  
 Print: Brad L. Hughes  
 Title: City Administrator  
 Date: 10/4/21

\_\_\_\_\_  
 Print: Robert Roester  
 Title: Mayor  
 Date: 10/4/21

STATE OF \_\_\_\_\_ )  
 )ss:  
 COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of the City of Sherburn.

\_\_\_\_\_  
 Notary in and for the State of \_\_\_\_\_



# NOTICE OF CANCELLATION

TO: Real Estate and Right of Way  
ITC Midwest LLC  
123 5<sup>th</sup> Street, SE  
Cedar Rapids, Iowa 52401

I(We), \_\_\_\_\_, grantor(s) in  
a \_\_\_\_\_ [easement agreement/option agreement/lease agreement] dated the \_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_, with \_\_\_\_\_, do  
hereby cancel this easement agreement without penalty or obligation.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

GRANTORS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Notice of Cancellation is provided pursuant to Chapter 478, the Iowa Code.

# NOTICE OF CANCELLATION

TO: Real Estate and Right of Way  
ITC Midwest LLC  
123 5<sup>th</sup> Street, SE  
Cedar Rapids, Iowa 52401

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hereby cancel this easement agreement without penalty or obligation.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

GRANTORS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Notice of Cancellation is provided pursuant to Chapter 478, the Iowa Code.

Date \_\_\_\_\_

Parcel #380400050

**Easement Payment Calculation Sheet**

<b>A.</b>	<b>Value / Acre</b>	<b>\$7,500.00</b>	<b>/Acre</b>
<b>B.</b>	<b>Easement Value</b> (100% of value per acre of line A above)	<b>\$7,500.00</b>	<b>/Acre</b>
<b>C.</b>	<b>Easement Acreage</b> (from easement plat - Exhibit A)	<b>0.31</b>	<b>Acres</b>
<b>D.</b>	<b>Guy and Anchor Easement Payment</b>		
<b>E.</b>	<b>Temporary Construction &amp; Access Easement Payment</b>		
<b>F.</b>	<b>Total Payment for Easement</b>	<b>\$2,325.00</b>	

City of Sherburn, Minnesota

Landowner Name \_\_\_\_\_

By \_\_\_\_\_  
Landowner

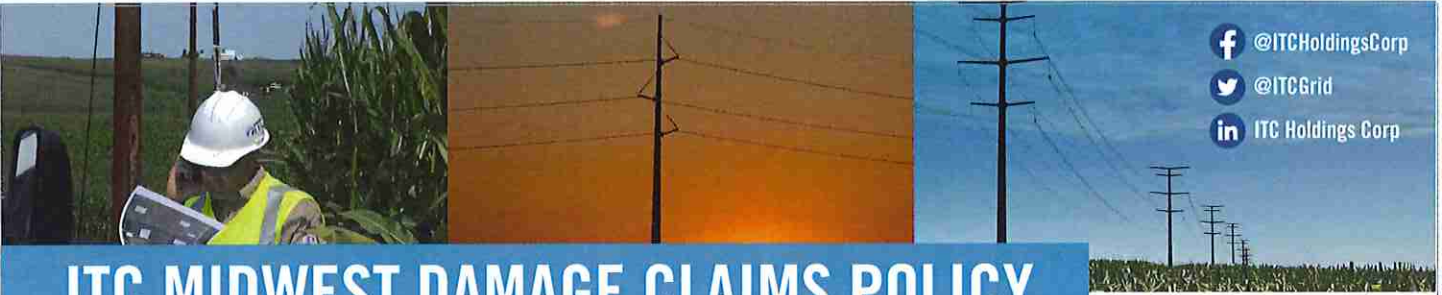
By \_\_\_\_\_  
Landowner

By \_\_\_\_\_  
Representing ITC Midwest LLC

**Supporting notes:**

Easement area = 0.31 acres

Current Use: Industrial and Municipal  
All Proceeds Shall be Made Payable to:  
Additional Comments:



# ITC MIDWEST DAMAGE CLAIMS POLICY

During the construction and operation of an electric line, damage is sometimes caused to a landowner's and/or tenant's property. If ITC Midwest LLC ("ITC Midwest") causes physical damage to property by means of its construction, reconstruction, enlargement, repair, and/or other maintenance activities (collectively the "Construction Activities"), the landowner and/or tenant, as their respective interests appear, ("Landowner/Tenant") will be compensated by ITC Midwest pursuant to Iowa Code § 478.17. This document expresses ITC Midwest's intent to implement the requirements of § 478.17 and how it anticipates fully compensating a Landowner/Tenant for any damages caused to property by ITC Midwest during Construction Activities and shall not in any way modify, alter or amend the easement(s) or other governing documents relating to the property.

**The rights of a landowner or tenant to claim damages are established by Iowa Code Chapter 478, including but not limited to Section § 478.17. The Damage Statement does not set any limit on the amount of proven damages that may be claimed pursuant to statute and paid if proven.**

## I. CROP LOSS DUE TO ELECTRIC LINE CONSTRUCTION ACTIVITIES

### A. Conventional

i. If a crop has been planted prior to ITC Midwest's Construction Activities or if a crop normally would have been planted before the finish of the Construction Activities, ITC Midwest will pay the percentages below on the crops damaged by construction. The schedule of crop loss percentages does not limit the ability of a landowner or tenant to submit a claim for damages in excess of the total of the percentages in the schedule. The percentages below will be paid in one lump sum following construction.

First Year:	100% of crop loss	Third Year:	30% of crop loss
Second Year:	50% of crop loss	Fourth Year:	20% of crop loss

ii. If no crop was planted or in cultivation prior to completion of ITC Midwest's Construction Activities for an area normally cultivated, then ITC Midwest will pay the percentages below on the actual crop ground lost to production: The schedule of actual crop ground loss percentages does not limit the ability of a landowner or tenant to submit a claim for damages in excess of the total of the percentages in the schedule. The percentages below will be paid in one lump sum following construction.

First Year:	66% of crop loss	Third Year:	30% of crop loss
Second Year:	50% of crop loss	Fourth Year:	20% of crop loss

iii. The computation of conventional crop loss will be based on three factors:

- (1) the land area impacted (acreage),
  - (2) the crop yield (based on the County average yield for the crop), and
  - (3) the crop market value (the market value on the day the Damage Payment Acknowledgment form is executed).
- (Acreage x crop yield x crop market value)*

### B. Organic Crop Damages

i. To the extent not compensated in full pursuant to Section I (A) above, if the Property is certified organic through the USDA National Organic Program ("Certification") and loses its Certification, as a direct result of the Work, for any part of the Property where crops are organically grown, then ITC Midwest will pay the following percentage for organic crops within the area impacted by the lost Certification, for four (4) years: *(continued on back page)*

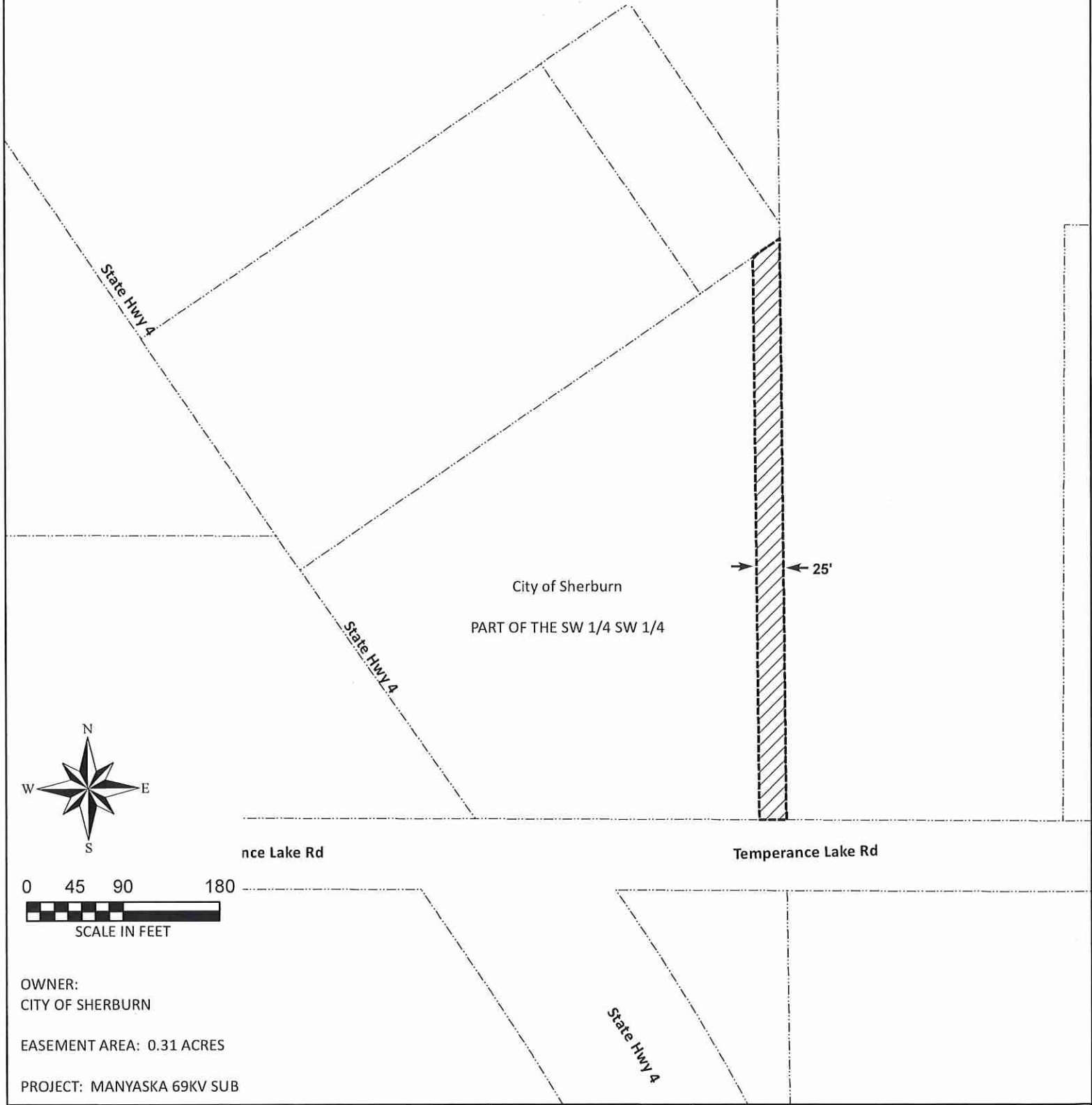


**FOR THE GREATER GRID**

ITC MIDWEST 123 Fifth Street SE, Cedar Rapids, IA 52401  
 Operating Locations: Albert Lea, Dubuque, Iowa City, Lakefield, Perry  
 877.ITC.ITC9 (877.482.4829) | [www.itc-holdings.com](http://www.itc-holdings.com)

# EXHIBIT A

PART OF THE SW 1/4 SW 1/4  
SEC 6-T102N-R32W  
MARTIN COUNTY, MN



OWNER:  
CITY OF SHERBURN

EASEMENT AREA: 0.31 ACRES

PROJECT: MANYASKA 69KV SUB

JCG LAND SERVICES, INC.  
1715 SOUTH G AVENUE  
NEVADA, IOWA 50201  
(515) 382-1698



DRAWN: SHAWGO

MANYASKA 69KV SUB

SCALE: 1" = 125'

DATE: 9/2/2021

--- PROPERTY LINES

EXHIBIT AREA

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

EXHIBIT NOT TO SCALE

## **Sherburn City Council Administrator's Report**

**Administrator's Report Item: Dilapidated Houses**

**Agenda Item #: 1**

I have sent two letters to property owners with houses that are beyond repair. I have requested them to contact me regarding the properties to see what the city can do to assist them in removing the blighted houses from the property.

The two addresses are:

1. 204 S. Main Street
2. 206 S. Main Street

I have attached the beacon report on these properties. I encourage you to drive by them if you are not already familiar with the property.

I will let you know the response we receive.

### Summary

Parcel ID 386501040  
 Property Address 204 MAIN ST S  
 SHERBURN  
 Sec/Twp/Rng N/A  
 Brief Tax Description SOUTH SIDE ADDN, Block-005 LOTS 13 & 14  
 (Note: Not to be used on legal documents)  
 Deeded Acres 0.00  
 Class 201 - (HSTD) RESIDENTIAL  
**2021 Class 201 - (NON-HSTD) RESIDENTIAL**  
 District (3801) SHERBURN-2448  
 School District 2448  
 Neighborhood 238.1 - SHERBURN 1800-1925  
 Contact Appraiser: [Deb Eversman](#)  
 Creation Date 07/07/1989



### Owner

Primary Taxpayer  
[Mike Newville &](#)  
 Kimberly Kay Jahnke  
 202 S Main St  
 Sherburn, MN 56171

### Land

Seq	Code	CER	Dim 1	Dim 2	Dim 3	Units	UT
1	SHERBRN RL	0	100	140	0	100.000	FF
<b>Total</b>						<b>0.000</b>	

### Extra Features

Seq	Code	Actual Year Built	Description	Dim 1	Dim 2	Units	UT	Unit Price	Adj 1	Adj 2	Adj 3	Adj 4	% Good	RCNLD	Div %	Value
1	001399		SALVAGE HOUSE	0	0	1.000	UT	1,000.000	1.00	1.00	1.00	1.00	100.00	1000	1.000	1000

### Sales

Multi Parcel	IN	Q	Sale Date	Buyer	Seller	Sale Price	Adj Price	eCRV
N	SD	U	12/07/2007	JACKSON INVESTMENTS	STATE OF MN	\$2,500	\$2,500	.
N	WD	Q	08/16/1994	MOFFITT, MICHELLE L.	SCHUMANN, DALE A.	\$5,500	\$5,500	.
N	WD	U	06/24/1994	SCHUMANN DALE A.	RUSSENBERGER, ELAINE	\$4,350	\$4,350	.

Please contact Assessor's Office for CRV's prior to October 2014

### Valuation

	2021 Assessment	2020 Assessment	2019 Assessment	2018 Assessment	2017 Assessment
+ Estimated Land Value	\$3,900	\$3,900	\$3,900	\$3,900	\$3,900
+ Estimated Building Value	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
+ Estimated Machinery Value	\$0	\$0	\$0	\$0	\$0
= Total Estimated Market Value	\$4,900	\$4,900	\$4,900	\$4,900	\$4,900

## Taxation

Classification	2021 Payable	2020 Payable	2019 Payable	2018 Payable
	201 - (NON-HSTD) RESIDENTIAL	201 - (NON-HSTD) RESIDENTIAL	201 - (NON-HSTD) RESIDENTIAL	201 - (NON-HSTD) RESIDENTIAL
Estimated Market Value	\$4,900	\$4,900	\$4,900	\$4,900
- Exempt Value	\$0	\$0	\$0	\$0
- Excluded Value	\$0	\$0	\$0	\$0
- Homestead Exclusion	\$0	\$0	\$0	\$0
= Taxable Market Value	\$4,900	\$4,900	\$4,900	\$4,900
Net Taxes Due	\$109.63	\$117.81	\$117.99	\$120.17
+ Special Assessments	\$664.37	\$1,028.19	\$756.01	\$801.83
= Total Taxes Due	\$774.00	\$1,146.00	\$874.00	\$922.00

IF YOU OWE BACK TAXES PLEASE CALL THE AUDITOR/TREASURER OFFICE

## Unpaid Taxes

	2021 Payable
Unpaid Tax	\$54.81
+ Unpaid Spec Asmt	\$332.19
+ Unpaid Fees	\$0.00
+ Unpaid Penalty	\$0.00
+ Unpaid Interest	\$0.00
= Unpaid Total	\$387.00

## Taxes Paid

Receipt #	Receipt Print Date	Bill Pay Year	Amt Adj	Amt Write Off	Amt Charge	Amt Payment
474868	5/17/2021	2021	\$0.00	\$0.00	\$0.00	(\$387.00)
457116	10/20/2020	2020	\$0.00	\$0.00	\$0.00	(\$573.00)
451559	5/15/2020	2020	\$0.00	\$0.00	\$0.00	(\$573.00)
432777	10/15/2019	2019	\$0.00	\$0.00	\$0.00	(\$437.00)
422063	5/15/2019	2019	\$0.00	\$0.00	\$0.00	(\$437.00)
406115	10/15/2018	2018	\$0.00	\$0.00	\$0.00	(\$461.00)
398141	5/15/2018	2018	\$0.00	\$0.00	\$0.00	(\$461.00)
382422	10/19/2017	2017	\$0.00	\$0.00	\$0.00	(\$472.00)
371510	5/17/2017	2017	\$0.00	\$0.00	\$0.00	(\$472.00)

## Tax Statements



[2021 Tax Statement \(PDF\)](#)

[2020 Tax Statement \(PDF\)](#)

[2019 Tax Statement \(PDF\)](#)

[2018 Tax Statement \(PDF\)](#)

## Valuation Notice



[2022 Valuation Notice \(PDF\)](#)

[2021 Valuation Notice \(PDF\)](#)

## Photos

### Summary

Parcel ID 386501030  
 Property Address 206 MAIN ST S  
 SHERBURN  
 Sec/Twp/Rng N/A  
 Brief Tax Description SOUTH SIDE ADDN. Lot-012 Block-005  
 (Note: Not to be used on legal documents)  
 Deeded Acres 0.00  
 Class 201 - (NON-HSTD) RESIDENTIAL  
 District (3801) SHERBURN-2448  
 School District 2448  
 Neighborhood 238.1 - SHERBURN 1800-1925  
 Contact Appraiser: [Deb Eversman](#)  
 Creation Date 07/07/1989



### Owner

Primary Taxpayer  
[North Star Construction LLC](#)  
 PO Box 191  
 West Concord, MN 55985

### Land

Seq	Code	CER	Dim 1	Dim 2	Dim 3	Units	UT
1	SHERBRN RL	0	50	140	0	50.000	FF
<b>Total</b>						<b>0.000</b>	

### Extra Features

Seq	Code	Actual Year Built	Description	Dim 1	Dim 2	Units	UT	Unit Price	Adj 1	Adj 2	Adj 3	Adj 4	% Good	RCNLD	Div %	Value
1	001102		GARAGE UNFINISHED	20	16	320.000	SF	12.000	1.00	1.00	1.00	1.00	20.00	768	1.000	768
2	001399		SALVAGE HOUSE	0	0	1.000	UT	1,000.000	1.00	1.00	1.00	1.00	100.00	1000	1.000	1000

### Sales

Multi Parcel	IN	Q	Sale Date	Buyer	Seller	Sale Price	Adj Price	eCRV
N	SD	U	12/07/2007	JACKSON INVESTMENTS	STATE OF MN	\$4,000	\$4,000	.
N	PD	U	07/15/1991	DELORES J JOHNSON	EISENMENGER ESTATE	\$5,500	\$5,500	.

Please contact Assessor's Office for CRV's prior to October 2014

### Valuation

	2021 Assessment	2020 Assessment	2019 Assessment	2018 Assessment	2017 Assessment
+ Estimated Land Value	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
+ Estimated Building Value	\$1,800	\$1,600	\$1,600	\$1,600	\$1,600
+ Estimated Machinery Value	\$0	\$0	\$0	\$0	\$0
= Total Estimated Market Value	\$3,800	\$3,600	\$3,600	\$3,600	\$3,600

## Taxation

Classification	2021 Payable 201 - (NON-HSTD) RESIDENTIAL	2020 Payable 201 - (NON-HSTD) RESIDENTIAL	2019 Payable 201 - (NON-HSTD) RESIDENTIAL	2018 Payable 201 - (NON-HSTD) RESIDENTIAL
Estimated Market Value	\$3,600	\$3,600	\$3,600	\$3,600
- Exempt Value	\$0	\$0	\$0	\$0
- Excluded Value	\$0	\$0	\$0	\$0
- Homestead Exclusion	\$0	\$0	\$0	\$0
= Taxable Market Value	\$3,600	\$3,600	\$3,600	\$3,600
Net Taxes Due	\$79.81	\$86.91	\$87.02	\$87.09
+ Special Assessments	\$1,074.19	\$673.09	\$672.98	\$612.91
= Total Taxes Due	\$1,154.00	\$760.00	\$760.00	\$700.00

IF YOU OWE BACK TAXES PLEASE CALL THE AUDITOR/TREASURER OFFICE

## Unpaid Taxes

	2021 Payable	2020 Payable	2019 Payable
Unpaid Tax	\$79.81	\$86.91	\$87.02
+ Unpaid Spec Asmt	\$1,074.19	\$673.09	\$672.98
+ Unpaid Fees	\$0.00	\$0.00	\$25.00
+ Unpaid Penalty	\$63.47	\$95.00	\$95.01
+ Unpaid Interest	\$0.00	\$64.11	\$154.01
= Unpaid Total	\$1,217.47	\$919.11	\$1,034.02

## Taxes Paid

Receipt #	Receipt Print Date	Bill Pay Year	Amt Adj	Amt Write Off	Amt Charge	Amt Payment
372197	9/9/2016	2016	\$0.00	\$0.00	\$0.00	(\$552.30)
372197	9/9/2016	2015	\$0.00	\$0.00	\$0.00	(\$256.60)

## Tax Statements



[2021 Tax Statement \(PDF\)](#)

[2020 Tax Statement \(PDF\)](#)

[2019 Tax Statement \(PDF\)](#)

[2018 Tax Statement \(PDF\)](#)

## Valuation Notice



[2022 Valuation Notice \(PDF\)](#)

[2021 Valuation Notice \(PDF\)](#)

## Photos



## Recent Sales In Area

Sale date range:

From:

09/30/2019

To:

09/30/2021

Sales by Neighborhood

1500

Feet



Sales by Distance

No data available for the following modules: Buildings, Sub Area Square Footage.

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## **Sherburn City Council Administrator's Report**

**Administrator's Report Item: Townhome Estimates**

**Agenda Item #: 2**

I spoke with Barga who was the contractor from the Welcome Townhomes that were just completed this last year. Based on the cost of each of their units and allowing for some material cost increases, it is estimated that each single unit town home would be approximately \$210,000-\$215,000. Since these are typically built with two units attached, the cost would be approximately \$425,000.

So based on the conversation at the last meeting, if the city wished to purchase the dilapidated houses and put up a townhomes in their place, this would be the cost.